

SHIRE OF LEONORA



MINUTES OF ORDINARY COUNCIL MEETING HELD IN COUNCIL CHAMBERS, LEONORA ON TUESDAY 18TH MARCH, 2025 COMMENCING AT 9:30AM.

ORDINARY COUNCIL MEETING MINUTES

SHIRE OF LEONORA
ORDER OF BUSINESS FOR MEETING HELD
TUESDAY 18TH MARCH, 2025.

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1.0 DECLARATION OF OPENING / ANNOUNCEMENT OF VISITORS

1.1 The Cr. PJ Craig declared the meeting open at 9:30am.

1.2 Visitors or members of the public in attendance

At 9:30am: Tanya Browning from Moore Australia

At 11:06am: Apathail Kumpat member of the public entered chambers.

2.0 DISCLAIMER NOTICE

3.0 COUNCIL MEETING INFORMATION NOTES

4.0 PUBLIC QUESTION TIME

4.1 RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE

Nil

4.2 PUBLIC QUESTION TIME

Nil

5.0 ANNOUNCEMENT FROM THE PRESIDING MEMBER

- Condolences to the family involved in the accident last week. A tragic accident for all those involved.
- Northern Goldfields Working Group (NGWG) and the Goldfields Voluntary Regional Organisation of Councils (GVROC) meeting are both scheduled for Friday 28 March in Esperance.

6.0 RECORD OF ATTENDANCE / APOLOGIES / LEAVE OF ABSENCE

6.1 Attendance

President (Chairperson)

Deputy President

Councillors

Chief Executive Officer

Manager Business Services

Manager Community Services

Acting. Manager Works & Services

Governance Officer

PJ Craig

RA Norrie

RM Cotterill

F Harris

AE Taylor

LR Petersen

TM Nardone

T Matson

K Lord

A Baxter

A Brassington

A Matson

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Visitors

T Browning
A Kumput

6.2 Apologies
Nil

6.3 Applications for Leave of Absence
Nil

6.4 Approved Leave of Absence

7.0 DECLARATION OF INTEREST

7.1 Declaration of Financial Interest
Nil

7.2 Declaration of Proximity Interest
Nil

7.3 Declaration of Impartiality Interest
Cr. Larnie Petersen declared an impartiality interest in item 10.5 (A) Leonora Village Liquor Licence Application on the grounds of 'Similar Business'.

8.0 CONFIRMATION OF MINUTES FROM PREVIOUS MEETING

COUNCIL DECISION

Moved: Cr F Harris

Seconded: Cr LR Petersen

That the minutes of the Ordinary Council Meeting held on 4 February, 2025 be confirmed.

CARRIED (7 VOTES TO 0)

*For; Cr PJ Craig, Cr RA Norrie, Cr RM Cotterill,
Cr AE Taylor, Cr LR Petersen, Cr TM Nardone, Cr F Harris*

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9.0 PRESENTATIONS

9.1 Petitions Nil

9.2 Presentations Nil

The Chairperson, Shire President PJ Craig requested that standing orders be suspended and the meeting adjourned for a citizenship ceremony and morning tea.

MOVED: AE Taylor

SECONDED: TM Nardone

CARRIED (7 VOTES TO 0)

*For; Cr PJ Craig, Cr RA Norrie, Cr RM Cotterill,
Cr AE Taylor, Cr LR Petersen, Cr TM Nardone, Cr F Harris*

At 11:02am Shire President, CR. PJ Craig resumed the meeting with all those previously listed in the record of attendance.

9.3 Deputations Nil

9.4 Delegates Reports Nil

10.0 REPORTS

10.1 REPORTS OF AUDIT AND RISK COMMITTEES Nil

At 11:06am Apathail Kumpat, member of the public, entered the chambers .

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10.0 REPORTS

10.2 CHIEF EXECUTIVE OFFICER REPORTS

10.2.(A) 2024 COMPLIANCE AUDIT RETURN

SUBMISSION TO: Ordinary Council Meeting
Meeting Date: 18th March 2025

AGENDA REFERENCE: 10.2.(A) MAR 25

SUBJECT: 2024 Compliance Audit Return

LOCATION/ADDRESS: Leonora

NAME OF APPLICANT: Shire of Leonora

FILE REFERENCE: 1.39 Reporting

AUTHOR, DISCLOSURE OF ANY INTEREST AND DATE OF REPORT

NAME: Ty Matson

OFFICER: Chief Executive Officer

INTEREST DISCLOSURE: Nil

DATE: 10th March 2025

SUPPORTING DOCUMENTS:

1. 2024 Compliance Audit Return
2. CAR Summary of Issues noted - CAR 2024

BACKGROUND

Each year, Council is required to complete an annual compliance audit return (CAR) for the calendar year immediately preceding (1st January to 31st December) as published by the Department for Local Government, Sport and Cultural Industries. The CAR is then to be reviewed by the Audit Committee and a report presented to Council prior to the adoption of the CAR.

This year, the CAR was reviewed and completed by Moore Australia. Tanya Browning, Director, Local Government Services from Moore Australia attended the Shire offices on 22 January 2025, during which time the CAR was completed through interviews with senior staff and the inspection of various documents and records including:

Minute books

- Tender Register
- Financial Interest & Return Register
- Complaints Register
- Delegations Register
- Council's website

The CAR is one of the tools that allow Council to monitor how the organisation is functioning in regards to compliance with the *Local Government Act 1995* and provides the Audit and Risk Committee the opportunity to report to Council any cases of non-compliance or where full compliance was not achieved.

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This process also provides opportunity for the Audit and Risk Committee to consider matters that may require further review within ongoing risk framework assessments and actions.

The Audit & Risk Committee reviewed the CAR at its meeting held 16 March 2025, and resolved to recommend the adoption of the report to the Council and that the Shire President and Chief Executive Officer be authorised to sign the Compliance Audit Return for submission to the Department of Local Government.

Through the completion of the 2024 CAR, some minor instances of non-compliance were noted, in relation to procurement and the tender register. Whilst systems and processes should be in place to ensure compliance with the purchasing policy and legislation, it is impossible to certify compliance in every instance without a complete examination of all purchases. Instances of non compliance were noted within the interim audit management letter to have occurred during the reporting period, as well as the difficulty to declare during the review period the appropriate number of quotations had been obtained for every purchase (particularly low value purchases) in accordance with the purchasing policy. It was also noted the tender register is maintained and published on the website as required by legislation, however RFT 05/2024 had not been included. This has since been updated for compliance.

A summary of the matters noted during the completion of the 2024 CAR is attached for information. The attached summary also notes general improvement opportunities to systems and processes identified through the completion of the CAR. These improvements may assist the Shire in its risk management activities and continual improvement of administrative and compliance functions.

STATUTORY IMPLICATIONS

Regulation 14 of the *Local Government (Audit) Regulations 1996* provides that:

- (1) A local government is to carry out a compliance audit for the period 1 January to 31 December in each year.
- (2) After carrying out a compliance audit the local government is to prepare a compliance audit return in a form approved by the Minister.
- (3A) The local government's audit committee is to review the compliance audit return and is to report to the council the results of that review.
- (3) After the audit committee has reported to the council under subregulation (3A), the compliance audit return is to be —
 - (a) presented to the council at a meeting of the council; and
 - (b) adopted by the council; and
 - (c) recorded in the minutes of the meeting at which it is adopted.

Regulation 14 of the *Local Government (Audit) Regulations 1996* details the requirements with regard to certifying the CAR and issuing to the Departmental CEO

Section 7.13(1)(i) of the *Local Government Act 1995* refers to the provisions within regulations with regard to audits.

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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.

RISK MANAGEMENT

This item has been evaluated against the Shire's Risk Management Strategy, Risk Assessment Matrix. The perceived level of risk is medium prior to treatment.

STRATEGIC IMPLICATIONS

Strategic references within the Shire of Leonora's Plan for the Future 2021-2031 demonstrate connections between services and the desired outcomes and community vision for the Shire of Leonora, particularly in relation to Leadership objective, outcomes and strategies such as 4.1.2.4 Provide appropriate governance and leadership to the Shire, 4.2.1.3 Seek high level of compliance in organisational practices.

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RECOMMENDATIONS

That the Council adopt the Compliance Audit Return for 2024 as shown in the attachment following this report, and that the Shire President and Chief Executive Officer be authorised to sign the Compliance Audit Return for submission to the Department of Local Government, Sport and Cultural Industries.

VOTING REQUIREMENT

Simple Majority

SIGNATURE

Chief Executive Officer

COUNCIL DECISION

Moved: Cr LR Petersen

Seconded: Cr RM Cotterill

That the Council adopt the Compliance Audit Return for 2024 as shown in the attachment following this report, and that the Shire President and Chief Executive Officer be authorised to sign the Compliance Audit Return for submission to the Department of Local Government, Sport and Cultural Industries.

CARRIED (7 VOTES TO 0)

*For; Cr PJ Craig, Cr RA Norrie, Cr RM Cotterill,
Cr AE Taylor, Cr LR Petersen, Cr TM Nardone, Cr F Harris*

Signed: 15 APRIL 2025

President:

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Department of Local Government, Sport and Cultural Industries - Compliance Audit Return - Leonora



Leonora – Compliance Audit Return

Commercial Enterprises by Local Governments			
No	Reference	Question	Response
1	s3.59(2)(a) F&G Regs 7.9,10	Has the local government prepared a business plan for each major trading undertaking that was not exempt in 2024?	N/A
2	s3.59(2)(b) F&G Regs 7.8A, 8, 10	Has the local government prepared a business plan for each major land transaction that was not exempt in 2024?	N/A
3	s3.59(2)(c) F&G Regs 7.8A, 8,10	Has the local government prepared a business plan before entering into each land transaction that was preparatory to entry into a major land transaction in 2024?	N/A
4	s3.59(4)	Has the local government complied with public notice and publishing requirements for each proposal to commence a major trading undertaking or enter into a major land transaction or a land transaction that is preparatory to a major land transaction for 2024?	N/A
5	s3.59(5)	During 2024, did the council resolve to proceed with each major land transaction or trading undertaking by absolute majority?	N/A

Delegation of Power/Duty			
No	Reference	Question	Response
1	s5.16 (1)	Were all delegations to committees resolved by absolute majority?	N/A
2	s5.16 (2)	Were all delegations to committees in writing?	N/A
3	s5.17	Were all delegations to committees within the limits specified in section 5.17 of the Local Government Act 1995?	N/A
4	s5.18	Were all delegations to committees recorded in a register of delegations?	N/A
5	s5.18	Has council reviewed delegations to its committees in the 2023/2024 financial year?	N/A
6	s5.42(1) & s5.43 Admin Reg 18G	Did the powers and duties delegated to the CEO exclude those listed in section 5.43 of the Local Government Act 1995?	Yes



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7	s5.42(1)	Were all delegations to the CEO resolved by an absolute majority?	Yes	Item 10.2.(C) 15/10/2024 Ordinary Council Meeting
8	s5.42(2)	Were all delegations to the CEO in writing?	Yes	Item 10.2.(C) 15/10/2024 Ordinary Council Meeting
9	s5.44(2)	Were all delegations by the CEO to any employee in writing?	Yes	Item 10.2.(C) 15/10/2024 Ordinary Council Meeting
10	s5.16(3)(b) & s5.45(1)(b)	Were all decisions by the Council to amend or revoke a delegation made by absolute majority?	Yes	Item 10.2.(C) 15/10/2024 Ordinary Council Meeting
11	s5.46(1)	Has the CEO kept a register of all delegations made under Division 4 of the Act to the CEO and to employees?	Yes	Item 10.2.(C) 15/10/2024 Ordinary Council Meeting
12	s5.46(2)	Were all delegations made under Division 4 of the Act reviewed by the delegator at least once during the 2023/2024 financial year?	Yes	Item 10.2.(C) 15/10/2024 Ordinary Council Meeting
13	s5.46(3) Admin Reg 19	Did all persons exercising a delegated power or duty under the Act keep, on all occasions, a written record in accordance with Local Government (Administration) Regulations 1996, regulation 19?	Yes	

Disclosure of Interest				
No	Reference	Question	Response	Comments
1	s5.67	Where a council member disclosed an interest in a matter and did not have participation approval under sections 5.68 or 5.69 of the Local Government Act 1995, did the council member ensure that they did not remain present to participate in discussion or decision making relating to the matter?	N/A	No interests disclosed during the reporting period where participation approval would be required.
2	s5.68(2) & s5.69(5) Admin Reg 21A	Were all decisions regarding participation approval, including the extent of participation allowed and, where relevant, the information required by the Local Government (Administration) Regulations 1996 regulation 21A, recorded in the minutes of the relevant council or committee meeting?	N/A	
3	s5.73	Were disclosures under sections 5.65, 5.70 or 5.71A(3) of the Local Government Act 1995 recorded in the minutes of the meeting at which the disclosures were made?	N/A	
4	s5.75 Admin Reg 22, Form 2	Was a primary return in the prescribed form lodged by all relevant persons within three months of their start day?	Yes	

Signed: 15 APRIL 2025



President: 18 MARCH 2025

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5	s5.76 Admin Reg 23, Form 3	Was an annual return in the prescribed form lodged by all relevant persons by 31 August 2024?	Yes	
6	s5.77	On receipt of a primary or annual return, did the CEO, or the Mayor/President, give written acknowledgment of having received the return?	Yes	
7	s5.88(1) & (2)(a)	Did the CEO keep a register of financial interests which contained the returns lodged under sections 5.75 and 5.76 of the Local Government Act 1995?	Yes	
8	s5.88(1) & (2)(b) Admin Reg 28	Did the CEO keep a register of financial interests which contained a record of disclosures made under sections 5.65, 5.70, 5.71 and 5.71A of the Local Government Act 1995, in the form prescribed in the Local Government (Administration) Regulations 1996, regulation 28?	Yes	
9	s5.88(3)	When a person ceased to be a person required to lodge a return under sections 5.75 and 5.76 of the Local Government Act 1995, did the CEO remove from the register all returns relating to that person?	Yes	
10	s5.88(4)	Have all returns removed from the register in accordance with section 5.88(3) of the Local Government Act 1995 been kept for a period of at least five years after the person who lodged the return(s) ceased to be a person required to lodge a return?	Yes	
11	s5.89A(1), (2) & (3) Admin Reg 28A	Did the CEO keep a register of gifts which contained a record of disclosures made under sections 5.87A and 5.87B of the Local Government Act 1995, in the form prescribed in the Local Government (Administration) Regulations 1996, regulation 28A?	Yes	
12	s5.89A(5) & (5A)	Did the CEO publish an up-to-date version of the gift register on the local government's website?	Yes	
13	s5.89A(6)	When people cease to be a person who is required to make a disclosure under section 5.87A or 5.87B of the Local Government Act 1995, did the CEO remove from the register all records relating to those people?	N/A	No entries recorded, therefore no entries requiring removal
14	s5.89A(7)	Have copies of all records removed from the register under section 5.89A(6) of the Local Government Act 1995 been kept for a period of at least five years after the person ceases to be a person required to make a disclosure?	N/A	No entries recorded, therefore no entries requiring removal
15	s5.70(2) & (3)	Where an employee had an interest in any matter in respect of which the employee provided advice or a report directly to council or a committee, did	Yes	

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		that person disclose the nature and extent of that interest when giving the advice or report?		
16	s5.71A & s5.71B(5)	Where council applied to the Minister to allow the CEO to provide advice or a report to which a disclosure under section 5.71A(1) of the Local Government Act 1995 relates, did the application include details of the nature of the interest disclosed and any other information required by the Minister for the purposes of the application?	N/A	
17	s5.71B(6) & s5.71B(7)	Was any decision made by the Minister under section 5.71B(6) of the Local Government Act 1995, recorded in the minutes of the council meeting at which the decision was considered?	N/A	
18	s5.104(1)	Did the local government prepare and adopt, by absolute majority, a code of conduct to be observed by council members, committee members candidates that incorporates the model code of conduct?	Yes	
19	s5.104(3) & (4)	Did the local government adopt additional requirements in addition to the model code of conduct? If yes, does it comply with section 5.104(3) and (4) of the Local Government Act 1995?	N/A	
20	s5.104(7)	Has the CEO published an up-to-date version of the code of conduct for council members, committee members and candidates on the local government's website?	Yes	
21	s5.51A(1) & (3)	Has the CEO prepared and implemented a code of conduct to be observed by employees of the local government? If yes, has the CEO published an up-to-date version of the code of conduct for employees on the local government's website?	Yes	

Disposal of Property				
No	Reference	Question	Response	Comments
1	s3.58(3)	Where the local government disposed of property other than by public auction or tender, did it dispose of the property in accordance with section 3.58(3) of the Local Government Act 1995 (unless section 3.58(5) applies)?	N/A	

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President:

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2	s3.58(4)	Where the local government disposed of property under section 3.58(3) of the Local Government Act 1995, did it provide details, as prescribed by section 3.58(4), in the required local public notice for each disposal of property?	N/A	
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Elections				
No	Reference	Question	Response	Comments
1	Elect Regs 30G(1) & (2)	Did the CEO establish and maintain an electoral gift register and ensure that all disclosure of gifts forms completed by candidates and donors and received by the CEO were placed on the electoral gift register at the time of receipt by the CEO and in a manner that clearly identifies and distinguishes the forms relating to each candidate in accordance with regulations 30G(1) and 30G(2) of the Local Government (Elections) Regulations 1997?	Yes	
2	Elect Regs 30G(3) & (4)	Did the CEO remove any disclosure of gifts forms relating to an unsuccessful candidate, or a successful candidate that completed their term of office, from the electoral gift register, and retain those forms separately for a period of at least two years in accordance with regulation 30G(4) of the Local Government (Elections) Regulations 1997?	N/A	No entries received/recorded therefore no entries requiring removal.
3	Elect Regs 30G(5) & (6)	Did the CEO publish an up-to-date version of the electoral gift register on the local government's official website in accordance with regulation 30G(5) of the Local Government (Elections) Regulations 1997?	Yes	

Finance			
No	Reference	Question	Response
1	s7.1A	Has the local government established an audit committee and appointed members by absolute majority in accordance with section 7.1A of the Local Government Act 1995?	Yes
			Item 10.3(E) OCM 21/11/2023

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2	s7.1B	Where the council delegated to its audit committee any powers or duties under Part 7 of the Local Government Act 1995, did it do so by absolute majority?	N/A	
3	s7.9(1)	Was the auditor's report for the financial year ended 30 June 2024 received by the local government by 31 December 2024?	Yes	Received 5 December 2024
4	s7.12A(3)	Where the local government determined that matters raised in the auditor's report prepared under section 7.9(1) of the Local Government Act 1995 required action to be taken, did the local government ensure that appropriate action was undertaken in respect of those matters?	N/A	No matters raised in audit report.
5	s7.12A(4)(a) & (4)(b)	Where matters identified as significant were reported in the auditor's report, did the local government prepare a report that stated what action the local government had taken or intended to take with respect to each of those matters? Was a copy of the report given to the Minister within three months of the audit report being received by the local government?	N/A	No significant matters raised audit report.
6	s7.12A(5)	Within 14 days after the local government gave a report to the Minister under section 7.12A(4)(b) of the Local Government Act 1995, did the CEO publish a copy of the report on the local government's official website?	N/A	
7	Audit Reg 10(1)	Was the auditor's report for the financial year ending 30 June 2024 received by the local government within 30 days of completion of the audit?	Yes	

Local Government Employees			
No	Reference	Question	Response
1	s5.36(4) & s5.37(3) Admin Reg 18A	Were all CEO and/or senior employee vacancies advertised in accordance with Local Government (Administration) Regulations 1996, regulation 18A?	N/A
2	Admin Reg 18E	Was all information provided in applications for the position of CEO true and accurate?	N/A
3	Admin Reg 18F	Was the remuneration and other benefits paid to a CEO on appointment the same remuneration and benefits advertised for the position under section 5.36(4) of the Local Government Act 1995?	N/A

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4	s5.37(2)	Did the CEO inform council of each proposal to employ or dismiss senior employee?	N/A	
5	s5.37(2)	Where council rejected a CEO's recommendation to employ or dismiss a senior employee, did it inform the CEO of the reasons for doing so?	N/A	

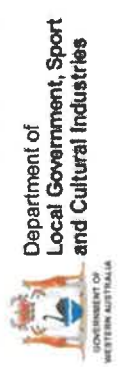
Official Conduct

No	Reference	Question	Response	Comments
1	s5.120	Has the local government designated an employee to be its complaints officer?	N/A	CEO is the complaint officer.
2	s5.121(1) & (2)	Has the complaints officer for the local government maintained a register of complaints which records all complaints that resulted in a finding under section 5.110(2)(a) of the Local Government Act 1995?	Yes	
3	s5.121(2)	Does the complaints register include all information required by section 5.121(2) of the Local Government Act 1995?	Yes	
4	s5.121(3)	Has the CEO published an up-to-date version of the register of the complaints on the local government's official website?	Yes	

Tenders for Providing Goods and Services

No	Reference	Question	Response	Comments
1	F&G Reg 11A(1) & (3)	Did the local government comply with its current purchasing policy, adopted under the Local Government (Functions and General) Regulations 1996, regulations 11A(1) and (3) in relation to the supply of goods or services where the consideration under the contract was, or was expected to be, \$250,000 or less or worth \$250,000 or less?	No	Noted in point 5 of the findings in the interim audit management letter for the year ended 30 June 2024 there were insufficient number of quotes obtained for purchase orders in some instances.
2	s3.57 F&G Reg 11	Subject to Local Government (Functions and General) Regulations 1996, regulation 11(2), did the local government invite tenders for all contracts for the supply of goods or services where the consideration under the contract was, or was expected to be, worth more than the consideration stated in regulation 11(1) of the Regulations?	Yes	

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3	F&G Regs 11(1), 12(2), 13, & 14(1), (3), and (4)	When regulations 11(1), 12(2) or 13 of the Local Government Functions and General) Regulations 1996, required tenders to be publicly invited, did the local government invite tenders via Statewide public notice in accordance with Regulation 14(3) and (4)?	Yes	
4	F&G Reg 12	Did the local government comply with Local Government (Functions and General) Regulations 1996, Regulation 12 when deciding to enter into multiple contracts rather than a single contract?	Yes	
5	F&G Reg 14(5)	If the local government sought to vary the information supplied to tenderers, was every reasonable step taken to give each person who sought copies of the tender documents, or each acceptable tenderer notice of the variation?	Yes	
6	F&G Regs 15 & 16	Did the local government's procedure for receiving and opening tenders comply with the requirements of Local Government (Functions and General) Regulations 1996, Regulation 15 and 16?	Yes	
7	F&G Reg 17	Did the information recorded in the local government's tender register comply with the requirements of the Local Government (Functions and General) Regulations 1996, Regulation 17 and did the CEO make the tenders register available for public inspection and publish it on the local government's official website?	No	RFT 05/2024 was not published on the website tender register. It has since been updated for compliance to include details of RFT 05/2024.
8	F&G Reg 18(1)	Did the local government reject any tenders that were not submitted at the place, and within the time, specified in the invitation to tender?	N/A	
9	F&G Reg 18(4)	Were all tenders that were not rejected assessed by the local government via a written evaluation of the extent to which each tender satisfies the criteria for deciding which tender to accept?	Yes	
10	F&G Reg 19	Did the CEO give each tenderer written notice containing particulars of the successful tender or advising that no tender was accepted?	Yes	
11	F&G Regs 21 & 22	Did the local government's advertising and expression of interest processes comply with the requirements of the Local Government (Functions and General) Regulations 1996, Regulations 21 and 22?	N/A	No EOI's recorded during reporting period.
12	F&G Reg 23(1) & (2)	Did the local government reject any expressions of interest that were not submitted at the place, and within the time, specified in the notice or that failed to comply with any other requirement specified in the notice?	N/A	

Signed: 15 APRIL 2025



President: 18 MARCH 2025

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13	F&G Reg 23(3) & (4)	Were all expressions of interest that were not rejected under the Local Government (Functions and General) Regulations 1996, Regulation 23(1) & (2) assessed by the local government? Did the CEO list each person as an acceptable tenderer?	N/A	
14	F&G Reg 24	Did the CEO give each person who submitted an expression of interest a notice in writing of the outcome in accordance with Local Government (Functions and General) Regulations 1996, Regulation 24?	N/A	
15	F&G Regs 24AD(2) & (4) and 24AE	Did the local government invite applicants for a panel of pre-qualified suppliers via Statewide public notice in accordance with Local Government (Functions & General) Regulations 1996 regulations 24AD(4) and 24AE?	N/A	No panels called during reporting period.
16	F&G Reg 24AD(6)	If the local government sought to vary the information supplied to the panel, was every reasonable step taken to give each person who sought detailed information about the proposed panel or each person who submitted an application notice of the variation?	N/A	
17	F&G Reg 24AF	Did the local government's procedure for receiving and opening applications to join a panel of pre-qualified suppliers comply with the requirements of Local Government (Functions and General) Regulations 1996, Regulation 16, as if the reference in that regulation to a tender were a reference to a pre-qualified supplier panel application?	N/A	
18	F&G Reg 24AG	Did the information recorded in the local government's tender register about panels of pre-qualified suppliers comply with the requirements of Local Government (Functions and General) Regulations 1996, Regulation 24AG?	N/A	
19	F&G Reg 24AH(1)	Did the local government reject any applications to join a panel of pre-qualified suppliers that were not submitted at the place, and within the time, specified in the invitation for applications?	N/A	
20	F&G Reg 24AH(3)	Were all applications that were not rejected assessed by the local government via a written evaluation of the extent to which each application satisfies the criteria for deciding which application to accept?	N/A	
21	F&G Reg 24AI	Did the CEO send each applicant written notice advising them of the outcome of their application?	N/A	



22	F&G Regs 24E & 24F	Where the local government gave regional price preference, did the local government comply with the requirements of Local Government (Functions and General) Regulations 1996, Regulation 24E and 24F?	Yes	Policy A.2.11 provides
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Integrated Planning and Reporting				
No	Reference	Question	Response	Comments
1	Admin Reg 19C	Has the local government adopted by absolute majority a strategic community plan? If Yes, please provide the adoption date or the date of the most recent review in the Comments section?	Yes	16/04/2024 Item 10.3.(A) 16/04/2024 Ordinary Council Meeting – Minor Review of Plan for the Future (incorporating SCP and CBP)
2	Admin Reg 19DA(1) & (4)	Has the local government adopted by absolute majority a corporate business plan? If Yes, please provide the adoption date or the date of the most recent review in the Comments section?	Yes	16/04/2024 Item 10.3.(A) 16/04/2024 Ordinary Council Meeting – Minor Review of Plan for the Future (incorporating SCP and CBP)
3	Admin Reg 19DA(2) & (3)	Does the corporate business plan comply with the requirements of Local Government (Administration) Regulations 1996 19DA(2) & (3)?	Yes	

Optional Questions				
No	Reference	Question	Response	Comments
1	Financial Management Reg 5(2)(c)	Did the CEO review the appropriateness and effectiveness of the local government's financial management systems and procedures in accordance with the Local Government (Financial Management) Regulations 1996 regulations 5(2)(c) within the three financial years prior to 31 December 2024? If yes, please provide the date of council's resolution to accept the report.	Yes	21/06/2022 Review undertaken in 2022 and presented to Audit & Risk Committee Meeting held 21/06/2022 item 4.1.(A) and presented to OCM 21/06/2022 item 14.2(B)

Signed: 15 APRIL 2025

President:  18 MARCH 2025

ORDINARY COUNCIL MEETING MINUTES

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2	Audit Reg 17	Did the CEO review the appropriateness and effectiveness of the local government's systems and procedures in relation to risk management, internal control and legislative compliance in accordance with Local Government (Audit) Regulations 1996 regulation 17 within the three financial years prior to 31 December 2024? If yes, please provide date of council's resolution to accept the report.	Yes	21/06/2022 Review undertaken in 2022 and presented to Audit & Risk Committee Meeting held 21/06/2022 item 4.1.(A) and presented to OCM 21/06/2022 item 14.2(B)
3	s5.87C	Where a disclosure was made under sections 5.87A or 5.87B of the Local Government Act 1995, were the disclosures made within 10 days after receipt of the gift? Did the disclosure include the information required by section 5.87C of the Act?	N/A	
4	s5.90A(2) & (5)	Did the local government prepare, adopt by absolute majority and publish an up-to-date version on the local government's website, a policy dealing with the attendance of council members and the CEO at events?	Yes	Published within Policy Manual – M.5.1. Item 10.3.(H) at OMC held 21/11/23 Adopted by Absolute Majority
5	s5.96A(1), (2), (3) & (4)	Did the CEO publish information on the local government's website in accordance with sections 5.96A(1), (2), (3), and (4) of the Local Government Act 1995?	Yes	
6	s5.128(1)	Did the local government prepare and adopt (by absolute majority) a policy in relation to the continuing professional development of council members?	Yes	Policy M.5.4. Item 10.3.(H) at OMC held 21/11/23 Adopted by Absolute Majority
7	s5.127	Did the local government prepare a report on the training completed by council members in the 2023/2024 financial year and publish it on the local government's official website by 31 July 2024?	Yes	2023/24 report uploaded 23/07/2024
8	s6.4(3)	By 30 September 2024, did the local government submit to its auditor the balanced accounts and annual financial report for the year ending 30 June 2024?	Yes	Submitted 19/09/2024
9	s 6.2(3)	When adopting the annual budget, did the local government take into account all its expenditure, revenue and income?	Yes	

Signed: 15 APRIL 2025

President: 18 MARCH 2025

ORDINARY COUNCIL MEETING MINUTES

Department of Local Government, Sport and Cultural Industries - Compliance Audit Return - Leonora



Chief Executive Officer

Date

Mayor/President

Date

ORDINARY COUNCIL MEETING MINUTES

Shire of Leonora 2024 Compliance Audit Return – Summary of Matters Noted

Question No.	Section/Topic	Matters Identified / Improvements	Reportable in CAR (Y/N)
1	Tenders for Providing Goods and Services	<p>Minor instances of non-compliance between procurement thresholds and purchasing requirements for some purchases was noted in the interim management reporting during the review period. It was noted with management it is very difficult to declare during the review period the appropriate number of quotations had been obtained for every purchase (particularly low value purchases) in accordance with the purchasing policy.</p> <p>Improvement: Progress current activities to review systems and controls and implement improvements, to minimise risks of future non compliance with adopted purchasing policy.</p>	Y
7	Tenders for Providing Goods and Services	<p>The tender register is published on the official local government website as required by legislation. Inspection of the register noted RFT 05/2024 had not been published. We noted the tender register was updated with the required information after the issue was noted.</p> <p>Improvement: Regulation 17 of the Local Government (Functions and General) Regulations 1996 sets out the information required to be published in the tender register for each invitation to tender. In the event where no tender is accepted, the tender register should still be completed with the information required and published on the website.</p>	Y



ORDINARY COUNCIL MEETING MINUTES

10.0 REPORTS

10.2 CHIEF EXECUTIVE OFFICER REPORTS

10.2.(B) REQUEST TO MINE WITHIN THE LEONORA TOWNSITE

SUBMISSION TO: Ordinary Council Meeting
Meeting Date: 18th March 2025

AGENDA REFERENCE: 10.2.(B) MAR 25

SUBJECT: Request to Mine within the Leonora Townsite

LOCATION/ADDRESS: Leonora Townsite

NAME OF APPLICANT: St Barbara Limited

FILE REFERENCE: 15.1 Mining Leases

AUTHOR, DISCLOSURE OF ANY INTEREST AND DATE OF REPORT

NAME: Ty Matson

OFFICER: Chief Executive Officer

INTEREST DISCLOSURE: Nil

DATE: 11th March 2025

SUPPORTING DOCUMENTS:

1. Request for Comment
2. 2023 Townsite Boundary amendment and with tenement overlay

BACKGROUND

The Department of Mines, Industry Regulation and Safety (**DMIRS**) is requesting comment from the Shire of Leonora in regard to an application for Mining Lease 37/1405 made by St Barbara Limited (**attachment 1**). A significant portion of this tenement falls within the gazetted Leonora townsite.

The townsite boundary was previously altered by Council at the May 2023 Ordinary Meeting of Council to allow mining operations by Genesis Minerals close to Leonora (**attachment 2**). On that portion of tenement M37/622 surface mining activities are planned.

The Shire has confirmed with Genesis Minerals (the owner of the St Barbara lease) that surface activities would not occur within the gazetted townsite. All activities east of Goldfields Highway are underground operations. Furthermore DMIRS have recommended, that should Council resolve in favour of the lease, that the following conditions be added to the lease:

Endorsement: The grant of this lease does not include any private land referred to in Section 29(2) of the Act except that below 30 metres from the natural surface of the land.

Condition: Access to the surface of land within Leonora Townsite for mining purposes being subject to the approval of the local Authority or relevant reserve vestees, and mining activities within the first 100 metres below the surface of the land being limited to such exploration activities as may be approved by the Executive Director, Resource and Environmental Compliance, Department of Mines, Industry Regulation and Safety.

ORDINARY COUNCIL MEETING MINUTES

STAKEHOLDER ENGAGEMENT

Stakeholder engagement has not been undertaken by the Shire of Leonora.

STATUTORY ENVIRONMENT

The *Mining Act 1978* makes the following provisions:

23. Mining on public reserves etc. and Commonwealth land

(1) Subject to this Act, a mining tenement may be applied for in respect of the following land (not being land that is already the subject of a mining tenement) —

(a) land, or land of a class, to which section 24, 24A or 25 applies;

(b) Commonwealth land.

(2) The holder of a mining tenement in respect of such land must not carry out mining on or under that land otherwise than in accordance with a relevant consent obtained in relation to that land under section 24, 24A, 25 or 25A.

(3) A mining tenement held in relation to such land is liable to be forfeited if the holder of the tenement —

(a) contravenes this section; or

(b) is in breach of any term or condition to which a consent given under section 24, 24A, 25 or 25A is made subject.

24. Classification of reserves

(1) The classes of land to which this section applies are —

.....

and

(c) land reserved under Part 4 of the Land Administration Act 1997, not being —

(i) land to which paragraph (a) or (b) of this subsection refers;

(ii) land reserved for mining or commons;

(iii) land reserved and designated for public utility for any purpose pursuant to that Part;

(iv) land that is a townsite within the meaning of the Land Administration Act 199

.....

(5A) Mining on any land referred to in subsection (1)(c) may be carried out with the written consent of the Minister who may refuse his consent or who may give his consent subject to such terms and conditions as the Minister specifies in the consent.

(5B) Before giving his consent under subsection (5A) whether conditionally or unconditionally the Minister shall first consult the responsible Minister and the local government, public body, or trustees or other persons in which the control and management of such land is vested with respect thereto, and obtain its or their recommendations thereon

ORDINARY COUNCIL MEETING MINUTES

POLICY IMPLICATIONS

Councils Policy T.6.2 *Conditions for surface clearing and drilling activities within the Leonora townsite* is directly related to the current application. Should the aforementioned conditions be imposed the intent of T.6.2 will be implemented.

FINANCIAL IMPLICATIONS

There are no direct costs associated with the current applications.

STRATEGIC IMPLICATIONS

The proposed mining activity directly supports Economic Objective 2.1 *The economic focal point for business and industry in the Northern Goldfields*. The proposed mining activity by Genesis Minerals will support employment and economic activity within Leonora.

RISK MANAGEMENT

Councils decision involves some reputational risk. Should Council support the application there is a 'high' chance in the decision resulting in major reputational damage as outlined in the Shire's Risk Management Strategy. Major reputational risk is defined as:

Local publicity of a major and persistent nature, affecting the perception/ standing within the community.

Should the tenement be subject to the conditions recommended by DMIRS that restrict surface activity then the risk of major reputational damage is reassessed as medium. The Risk Strategy requires planned action. It is recommended that Genesis Minerals be requested to brief the community at future community meetings.

ORDINARY COUNCIL MEETING MINUTES

RECOMMENDATIONS

1. That Council support the application for mining lease 37/1405 subject to conditions being imposed preventing surface mining activity without the written consent of Council.
2. That Council instruct the CEO write to Genesis Minerals requesting future community engagement activities include a briefing to community on the proposed mining activities on tenement 37/1405.

VOTING REQUIREMENT

Simple Majority

SIGNATURE

Chief Executive Officer

COUNCIL DECISION

Moved: Cr LR Petersen

Seconder: Cr RA Norrie

1. That Council support the application for mining lease 37/1405 subject to conditions being imposed preventing surface mining activity without the written consent of Council.
2. That Council instruct the CEO write to Genesis Minerals requesting future community engagement activities include a briefing to community on the proposed mining activities on tenement 37/1405.

CARRIED (7 VOTES TO 0)

*For; Cr PJ Craig, Cr RA Norrie, Cr RM Cotterill,
Cr AE Taylor, Cr LR Petersen, Cr TM Nardone, Cr F Harris*

ORDINARY COUNCIL MEETING MINUTES



Government of Western Australia
Department of Mines, Industry Regulation and Safety

Our ref LM:lm
Enquires L Moore
08 90 377 546
lexi.moore@dmirs.wa.gov.au

Chief Executive Officer
Shire of Leonora
PO BOX 56
LEONORA WA 6438
email: ceo@leonora.wa.gov.au

Dear Sir,

**APPLICATION FOR MINING LEASE 37/1405
BY ST BARBARA LIMITED
SITUATED ON LEONORA TOWNSITE BOUNDARY**

Under Sections 23 to 26 of the *Mining Act 1978* (the Act) mining may be carried out on certain classes of land with the written consent of the Hon Minister for Mines and Petroleum.

In respect to townsites, the Minister for Mines and Petroleum is to first consult and obtain the recommendation of the local municipality and the Minister for Lands before he can grant consent to mine.

The Minister for Mines and Petroleum has therefore directed that I commence the consultation process and obtain your Council's comments and recommendation with regard to the impact of the application on the reserve listed above.

Should your response be favourable, could you please advise if you agree to have the following endorsement and condition imposed upon the above tenement.

Endorsement: The grant of this lease does not include any private land referred to in Section 29(2) of the Act except that below 30 metres from the natural surface of the land.

Rochester Street (PO Box 173) Leonora WA 6438
Telephone +61 8 9037 7546 Facsimile +61 8 9037 6248
www.dmirs.wa.gov.au
ABN 69 410 335 356

ORDINARY COUNCIL MEETING MINUTES

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Condition: Access to the surface of land within **Leonora** Townsite for mining purposes being subject to the approval of the local Authority or relevant reserve vestees, and mining activities within the first 100 metres below the surface of the land being limited to such exploration activities as may be approved by the Executive Director, Resource and Environmental Compliance, Department of Mines, Industry Regulation and Safety.

I have enclosed a copy and plan of the application for this purpose.

Your reply in due course would be appreciated please.

Yours sincerely

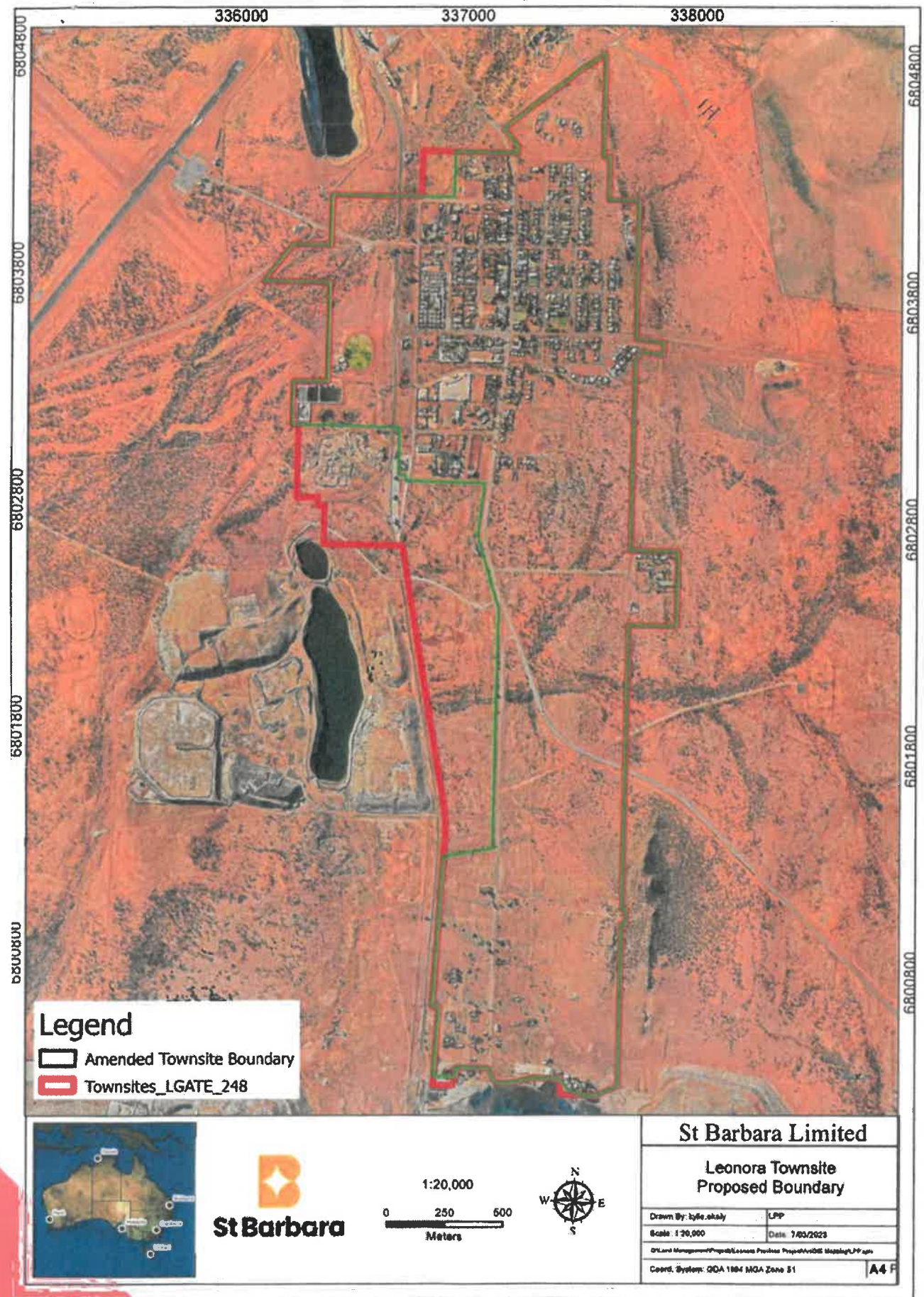
Lexi Moore

Regional Mining Registrar
RESOURCE TENURE DIVISION

19 February 2025

Consent Townsite.docx

ORDINARY COUNCIL MEETING MINUTES



18 MARCH 2025

ORDINARY COUNCIL MEETING MINUTES

10.0 REPORTS

10.3 MANAGER OF BUSINESS SERVICES

10.3.(A) 2024/25 MID-YEAR BUDGET REVIEW

SUBMISSION TO: Ordinary Council Meeting
Meeting Date: 18th March 2025

AGENDA REFERENCE: 10.3.(A) MAR 25

SUBJECT: 2024/25 Mid-Year Budget Review

LOCATION/ADDRESS: Leonora

NAME OF APPLICANT: Shire of Leonora

FILE REFERENCE: 1.6

AUTHOR, DISCLOSURE OF ANY INTEREST AND DATE OF REPORT

NAME: Kiara Lord

OFFICER: Manager Business Services

INTEREST DISCLOSURE: Nil

DATE: 11th March 2025

SUPPORTING DOCUMENTS:

1. 2024/2025 Budget Review Statement of Financial Activity, notes on Closing Funds, and Budget Amendments

PURPOSE

To consider the Shire of Leonora's financial position as at 31 January 2025 and performance for the period 1 July 2024 to 31 December 2024 in relation to the adopted annual budget and projections estimated for the remainder of the financial year.

BACKGROUND

The budget review has been prepared to include information required by the *Local Government Act 1995*, *Local Government (Financial Management) Regulations 1996* and Australian Accounting Standards. The report for the period 1 July 2024 to 31 January 2025 shown in the attachment has been prepared incorporating year to date budget variations and forecasts to 30 June 2025 and is presented for council's consideration.

Consideration of the status of various projects and programs was undertaken to ensure any anticipated variances were captured within the review document where possible.

The material variance levels which have been reported for the budget review, have utilised the same materiality levels as monthly reporting to determine the extent of explanation / are based on a materiality level of \$15,000 or 8% implemented for the purpose of the budget review) / are based upon management judgement where explanations are considered appropriate.

COMMENT

The budget review report includes at Note 4 a summary of predicted variances contained within the Statement of Financial Activity, including whether variances are considered to be permanent (where

ORDINARY COUNCIL MEETING MINUTES

a difference is likely between the current budget and the expected outcome to 30 June) or due to timing (e.g. where a project is likely to be delayed).

Features of the budget review include:

Description	Change
Actual Rates including interims have been higher than originally predicted, with some minor decreases relating to tenement surrenders and subsequent refunds though overall income has increased.	547,822
Overall grant funds received has been reduced, with the withdrawal of previously approved funds for a community hub as well as an overallocation of the Financial Assistance 24/25 advance payment received in 23/24 reducing the 24/25 funds being primary factors. Minor increases noted across the Main Roads Direct Grant, additional revenue recognised and a tourism grant that has been successfully received.	-\$211,181
Overall decrease in expected fees and charges due to units at the Ageing in Place facility not being occupied and Refuse Collection charges issued with the rates being lower than originally estimated. Reduced usage of the Liquid Waste Facility has also been noted, as well as delays in the bulk avgas tank installation at the airport which has reduced overall fees received. An increase in fees has been noted for bulk waste disposal, an increase in the value of building permits issued and higher sales at Hoover House Café.	-\$163,580
Municipal interest received has been higher than budgeted, while reserve interest has been lower – overall increasing anticipated interest revenue	\$30,000
Increase in reimbursement income noted	\$7,000
Asset disposal of Tri Axle Low Loader not originally budgeted, resulting in an increase in Profit on Asset Disposals	\$32,461
An increase in employee costs were noted for budgeted salaries/wages for childcare staff and works relating to road maintenance, with a minor reduction noted for the employee housing subsidy due to staff changes.	-\$250,071
Increased Materials and Contracts expenses noted relating to the Community-Led Job Support Hub and the Driver Access & Equity Program due to the increase to these grant allocations. Road Maintenance and Plant parts and repairs are also anticipated to have higher costs than originally budget. There is noted reduced expenditure in relation to the Community Hub, consultant travel and accommodation, engineering expenses and previously budgeted sponsorship that won't be going ahead this financial year.	-\$136,554
There is a predicted overall decrease in utility expenses due to incorrect budget allocation for consultant expenses to utilities instead of materials and contracts. A minor increase in utilities following the Food Van Café purchase has also been included.	\$14,686
Housing Depreciation has not been correctly budgeted for, resulting in an increase to this expense	-\$53,700

ORDINARY COUNCIL MEETING MINUTES

18 MARCH 2025

Description	Change
Higher insurance costs for Plant and Housing identified and adjustment required	-\$11,692
Rates refunds were being debited against Other Expenditure, though should be allocated to Rates classification resulting in a reduction in other expenditure	\$1,000
Changes to plant disposals outside of original budget resulted in an overall decrease to loss on asset disposals	\$8,408
Overall reduction identified relating to depreciation and asset disposals	\$12,831
Additional funds were received for the Leonora Safe House Project, and are to be received for the RRG grant	\$219,119
An increase in Proceeds on Disposal of Assets noted due to Tri Axle Low Loader, Iveco Prime Mover, and Ford Everest disposals not originally budgeted. Slight reduction due to old watering tank not being disposed of	\$143,525
Increased expenditure on Land and Buildings Capital Works due to urgent plumbing and pipe works required at 26 Queen Victoria Street, and the higher cost of council chambers and admin office reflooring. Reductions have been noted for completed works as well as change from capital to operating for works that came in under \$5,000. Info Centre roof repairs have been deferred, and will be actioned in the 25/26 budget due to timing issues.	\$54,215
Plant and Equipment purchases have been reduced due to final costs coming in less than budgeted, as well as the removal of some purchases due to no longer being required	\$50,378
Adjustment to our road maintenance program has resulted in an overall increase to our roads capital budget.	-\$317,458
Increased expenditure for infrastructure-other capital works for CCTV & Security System upgrade, including additional gates for Depot security. Decreases have been noted due to completion of works coming in under budget, removal/deferral of some items that will no longer proceed in this reporting period including timing variations which will result in some projects being included for consideration in the 25/26 draft budget.	-\$106,008
Difference between adopted 24/25 budget and closing balance of the 23/24 audited statements	-\$366,565
Difference between the updated budget estimates and the current closing	\$495,364
Overall Change	\$0

In considering the above variances and projections within the attached budget review, the closing position remains as budgeted which is reflected in the Statement of Budget Review.

Following completion of the budget review and to properly consider the impact of estimated projections at 30 June 2025, some items have been identified as requiring a budget amendment to properly account for these variances where appropriate. Required budget amendments have been

ORDINARY COUNCIL MEETING MINUTES

included in Note 4 of the attached budget review document for information, and also presented as a separate recommendation to the budget review for council consideration.

STATUTORY ENVIRONMENT

Regulation 33A of the *Local Government (Financial Management) Regulations 1996* requires:

- (1) Between 1 January and the last day of February in each financial year a local government is to carry out a review of its annual budget for that year.
- (2A) The review of an annual budget for a financial year must —
 - (a) consider the local government's financial performance in the period beginning on 1 July and ending no earlier than 31 December in that financial year; and
 - (b) consider the local government's financial position as at the date of the review; and
 - (c) review the outcomes for the end of that financial year that are forecast in the budget; and
 - (d) include the following —
 - (i) the annual budget adopted by the local government;
 - (ii) an update of each of the estimates included in the annual budget;
 - (iii) the actual amounts of expenditure, revenue and income as at the date of the review;
 - (iv) adjacent to each item in the annual budget adopted by the local government that states an amount, the estimated end of year amount for the item.
- (2) The review of an annual budget for a financial year must be submitted to the council on or before 31 March in that financial year.
- (3) A council is to consider a review submitted to it and is to determine* whether or not to adopt the review, any parts of the review or any recommendations made in the review.
**Absolute majority required.*
- (4) Within 14 days after a council has made a determination, a copy of the review and determination is to be provided to the Department.

Section 6.8(1) (b) of the *Local Government Act 1995* provides that expenditure can be incurred when not included in the annual budget provided it is authorised in advance by resolution (absolute majority required).

POLICY IMPLICATIONS

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

FINANCIAL IMPLICATIONS

Authorisation of expenditure through budget amendments recommended. Other specific financial implications are as outlined in the body of this report.

ORDINARY COUNCIL MEETING MINUTES

STRATEGIC IMPLICATIONS

Plan for the Future 2021 – 2031

Strategic Objective 4, Leadership: An innovative and proactive local government.

Outcome 4.2, An effective organisation, providing strong leadership and services.

RISK ASSESSMENT

This item has been evaluated against the Shire's Risk Management Framework, Risk Assessment Matrix. The perceived level of risk is medium prior to treatment. The adoption of the recommendations as presented will result in reassessed low level of risk.

ORDINARY COUNCIL MEETING MINUTES

RECOMMENDATIONS

1. That Council, by absolute majority, adopt the 2024/25 mid-year budget review as attached.
2. That the Council, by absolute majority, adopt the following budget amendments to the 2024/2025 adopted annual budget:

OPERATING ACTIVITIES

Revenue from operating activities

General Rates	Increase \$547,822
Grants, subsidies and contributions	Decrease (\$211,181)
Fees and charges	Decrease (\$163,580)
Interest revenue	Increase \$30,000
Other revenue	Increase \$7,000
Profit on asset disposals	Increase \$32,461

Expenditure from operating activities

Employee costs	Increase (\$250,071)
Materials and contracts	Increase (\$136,554)
Utility charges	Decrease \$14,686
Depreciation	Increase (\$53,700)
Insurance	Increase (\$11,692)
Other expenditure	Decrease \$1,000
Loss on asset disposals	Decrease \$8,408

INVESTING ACTIVITIES

Inflows from investing activities

Capital grants, subsidies and contributions	Increase \$219,119
Proceeds from disposal of assets	Increase \$143,525

Outflows from investing activities

Purchase of land and buildings	Decrease \$54,215
Purchase of plant and equipment	Decrease \$50,378
Purchase and construction of infrastructure-roads	Increase (\$317,458)
Purchase and construction of infrastructure-other	Increase (\$106,008)

VOTING REQUIREMENT

Absolute Majority

SIGNATURE

Manager of Business Services

ORDINARY COUNCIL MEETING MINUTES

COUNCIL DECISION

Moved: Cr RM Cotterill
Seconded: Cr TM Nardone

1. That Council, by absolute majority, adopt the 2024/25 mid-year budget review as attached.
2. That the Council, by absolute majority, adopt the following budget amendments to the 2024/2025 adopted annual budget:

OPERATING ACTIVITIES

Revenue from operating activities

General Rates	Increase \$547,822
Grants, subsidies and contributions	Decrease (\$211,181)
Fees and charges	Decrease (\$163,580)
Interest revenue	Increase \$30,000
Other revenue	Increase \$7,000
Profit on asset disposals	Increase \$32,461

Expenditure from operating activities

Employee costs	Increase (\$250,071)
Materials and contracts	Increase (\$136,554)
Utility charges	Decrease \$14,686
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Other expenditure	Decrease \$1,000
Loss on asset disposals	Decrease \$8,408

INVESTING ACTIVITIES

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Capital grants, subsidies and contributions	Increase \$219,119
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Outflows from investing activities

Purchase of land and buildings	Decrease \$54,215
Purchase of plant and equipment	Decrease \$50,378
Purchase and construction of infrastructure-roads	Increase (\$317,458)
Purchase and construction of infrastructure-other	Increase (\$106,008)

CARRIED BY ABSOLUTE MAJORITY (7 VOTES TO 0)

For; Cr PJ Craig, Cr RA Norrie, Cr RM Cotterill,
Cr AE Taylor, Cr LR Petersen, Cr TM Nardone, Cr F Harris

ORDINARY COUNCIL MEETING MINUTES

18 MARCH 2025



10 March 2025

Mr Ty Matson
Chief Executive Officer
Shire of Leonora
PO Box 56
LEONORA WA 6438

Moore Australia

Level 15, Exchange Tower,
2 The Esplanade, Perth, WA 6000
PO Box 5785, St Georges Terrace, WA
6831

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www.moore-australia.com.au

Dear Ty

COMPILATION REPORT TO THE SHIRE OF LEONORA – BUDGET REVIEW REPORT

We have compiled the accompanying statutory budget review report of the Shire of Leonora. This has been prepared in accordance with *Local Government Act 1995* and associated regulations as described in Note 1 to the budget review report. The specific purpose for which the special purpose financial statements have been prepared is also set out in Note 1 of the budget review report.

THE RESPONSIBILITY OF THE SHIRE OF LEONORA

The CEO of the Shire of Leonora is solely responsible for information contained in the special purpose budget review report, 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 budget review report was prepared. Management is solely responsible for the forecast information presented within the report and for estimating revenue and expenditure for the year.

OUR RESPONSIBILITY

On the basis of information provided by the 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 the budget review report in accordance with the basis of accounting described in Note 1 to the budget review report. We have complied with the relevant ethical requirements of *APES 110 Code of Ethics for Professional Accountants*.

Information attached to the statutory budget review report has been extracted from the records of the Shire of Leonora and management forecasts and estimates the appropriateness of these has not been determined.

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 forward-looking financial statements. Accordingly, we do not express an audit opinion or a review conclusion on these financial statements.

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



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.
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ORDINARY COUNCIL MEETING MINUTES

SHIRE OF LEONORA
BUDGET REVIEW REPORT
FOR THE PERIOD ENDED 31 JANUARY 2025

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

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Please refer to compilation report

ORDINARY COUNCIL MEETING MINUTES

18 MARCH 2025

SHIRE OF LEONORA
STATEMENT OF BUDGET REVIEW
FOR THE PERIOD ENDED 31 JANUARY 2025

Note	Budget v Actual			Estimated Year at End Amount (b)	Predicted Variance (b) - (a)	
	Adopted Budget	Updated Budget Estimates (a)	Year to Date Actual			
	\$	\$	\$	\$	\$	
OPERATING ACTIVITIES						
Revenue from operating activities						
General rates	4.1	9,284,776	9,284,776	9,775,853	9,832,598	547,822 ▲
Grants, subsidies and contributions	4.2	1,955,911	2,491,275	803,993	2,280,094	(211,181) ▼
Fees and charges	4.3	3,167,858	3,167,858	1,863,532	3,004,278	(163,580) ▼
Interest revenue	4.4	150,000	150,000	89,569	180,000	30,000 ▲
Other revenue	4.5	78,450	78,450	29,291	85,450	7,000 ▲
Profit on asset disposals	4.6	0	0	32,461	32,461	32,461 ▲
		14,636,995	15,172,359	12,594,699	15,414,881	242,522
Expenditure from operating activities						
Employee costs	4.7	(6,314,166)	(6,314,166)	(2,878,879)	(8,564,237)	(250,071) ▼
Materials and contracts	4.8	(5,217,206)	(5,217,206)	(2,799,547)	(5,353,760)	(136,554) ▼
Utility charges	4.9	(407,510)	(407,510)	(227,077)	(392,824)	14,686 ▲
Depreciation	4.10	(4,175,180)	(4,175,180)	(2,617,031)	(4,228,880)	(53,700) ▼
Insurance	4.11	(343,546)	(343,546)	(355,237)	(355,238)	(11,692) ▼
Other expenditure	4.12	(217,335)	(217,335)	(55,537)	(216,335)	1,000 ▲
Loss on asset disposals	4.13	(53,584)	(53,584)	(14,592)	(45,176)	8,408 ▲
		(16,728,527)	(16,728,527)	(8,947,900)	(17,156,450)	(427,923)
Non-cash amounts excluded from operating activities	4.14	4,228,764	4,228,764	2,599,162	4,241,585	12,831 ▲
Amount attributable to operating activities		2,137,232	2,672,596	6,245,961	2,500,026	(172,570)
INVESTING ACTIVITIES						
Inflows from investing activities						
Capital grants, subsidies and contributions	4.15	4,328,266	4,328,266	526,375	4,547,385	219,119 ▲
Proceeds from disposal of assets	4.16	77,000	77,000	145,525	220,525	143,525 ▲
		4,405,266	4,405,266	671,900	4,767,910	362,644
Outflows from investing activities						
Purchase of land and buildings	4.17	(1,632,700)	(1,657,700)	(540,519)	(1,603,485)	54,215 ▲
Purchase of plant and equipment	4.18	(460,000)	(500,000)	(164,775)	(449,622)	50,378 ▲
Purchase and construction of infrastructure-roads	4.19	(4,849,458)	(4,824,458)	(154,809)	(5,141,916)	(317,458) ▼
Purchase and construction of infrastructure-other	4.20	(2,487,522)	(2,487,522)	(626,633)	(2,583,530)	(106,008) ▼
		(9,429,680)	(9,469,680)	(1,486,736)	(9,788,553)	(318,873)
Amount attributable to investing activities		(5,024,414)	(5,064,414)	(814,836)	(5,020,643)	43,771
FINANCING ACTIVITIES						
Cash inflows from financing activities						
Transfers from reserve accounts		14,262	14,262	0	14,262	0
		14,262	14,262	0	14,262	0
Cash outflows from financing activities						
Transfers to reserve accounts		(827,263)	(827,263)	(36,876)	(827,263)	0
		(827,263)	(827,263)	(36,876)	(827,263)	0
Amount attributable to financing activities		(813,001)	(813,001)	(36,876)	(813,001)	0
MOVEMENT IN SURPLUS OR DEFICIT						
Surplus or deficit at the start of the financial year	4.21	3,700,183	3,700,183	3,333,618	3,333,618	(366,565) ▼
Amount attributable to operating activities		2,137,232	2,672,596	6,245,961	2,500,026	(172,570)
Amount attributable to investing activities		(5,024,414)	(5,064,414)	(814,836)	(5,020,643)	43,771
Amount attributable to financing activities		(813,001)	(813,001)	(36,876)	(813,001)	0
Surplus or deficit after imposition of general rates	3(a), 4.22	0	495,364	8,727,867	0	(495,364) ▼

Please refer to compilation report

ORDINARY COUNCIL MEETING MINUTES

SHIRE OF LEONORA NOTES TO AND FORMING PART OF THE BUDGET REVIEW REPORT FOR THE PERIOD ENDED 31 JANUARY 2025

1. BASIS OF PREPARATION

This budget review 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 budget review 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 Leases which would have required the Shire of Leonora to measure any vested improvements at zero cost.

Local Government (Financial Management) Regulations 1996, regulation 33A prescribes contents of the budget review.

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

THE LOCAL GOVERNMENT REPORTING ENTITY

All funds through which the Shire of Leonora 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.

Judgements and estimates

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

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

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

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

SIGNIFICANT ACCOUNTING POLICIES

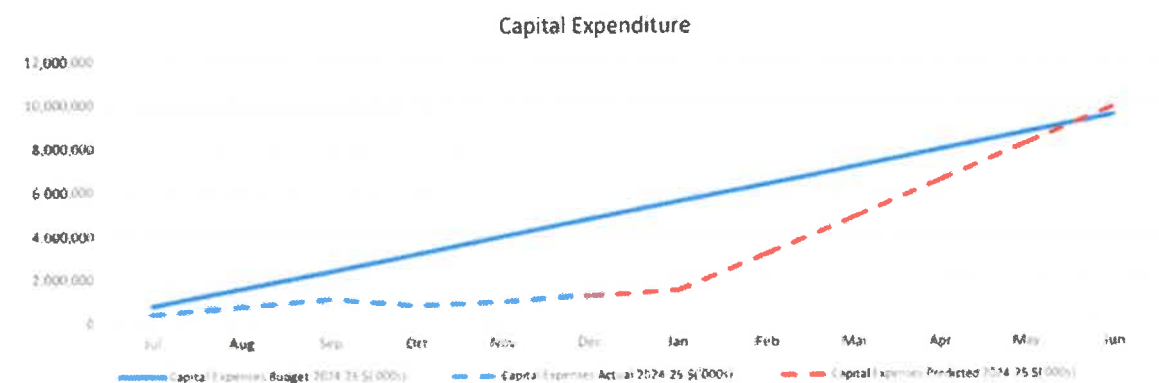
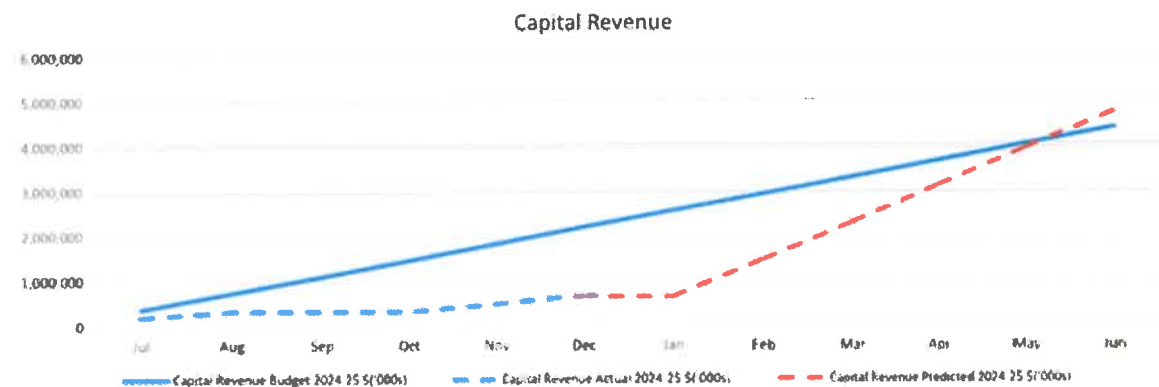
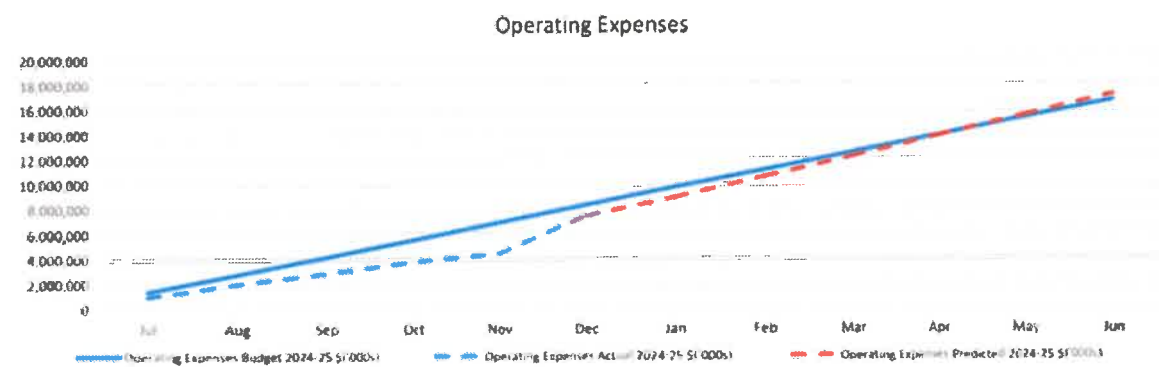
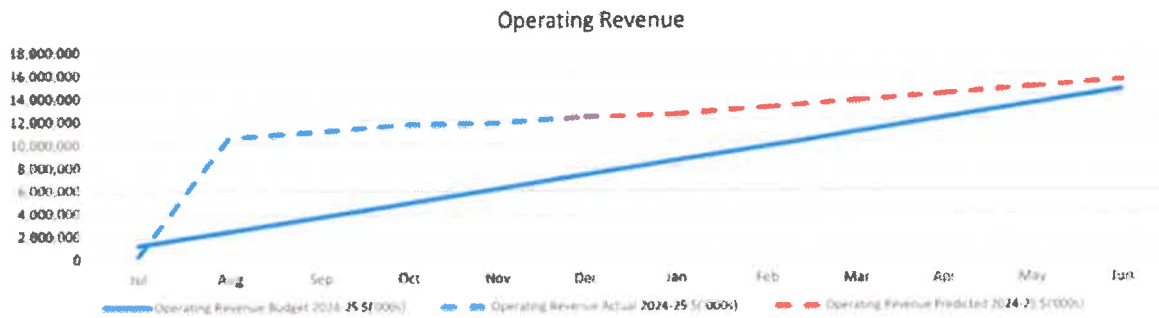
Significant accounting policies utilised in the preparation of these statements are as described within the 2024-25 Annual Budget. Please refer to the adopted budget document for details of these policies.

Please refer to compilation report

ORDINARY COUNCIL MEETING MINUTES

SHIRE OF LEONORA SUMMARY GRAPHS - BUDGET REVIEW FOR THE PERIOD ENDED 31 JANUARY 2025

2. SUMMARY GRAPHS - BUDGET REVIEW



This information is to be read in conjunction with the accompanying financial statements and notes.

Please refer to compilation report

ORDINARY COUNCIL MEETING MINUTES

18 MARCH 2025

SHIRE OF LEONORA NOTES TO THE BUDGET REVIEW REPORT FOR THE PERIOD ENDED 31 JANUARY 2025

3 NET CURRENT FUNDING POSITION EXPLANATION OF DIFFERENCE IN NET CURRENT ASSETS AND SURPLUS/(DEFICIT)

	Audited Actual 30 June 2024	Adopted Budget 30 June 2025	Updated Budget Estimates 30 June 2025	Year to Date Actual 31 January 2025	Estimated Year at End Amount 30 June 2025
(a) Composition of estimated net current assets	\$	\$	\$	\$	\$
Current assets					
Cash and cash equivalents	11,954,878	6,691,299	7,186,663	16,753,452	7,879,456
Trade and other receivables	965,694	1,123,026	1,123,026	1,029,451	1,123,026
Inventories	84,581	99,732	99,732	157,969	89,732
	13,005,153	7,914,057	8,409,421	17,940,872	9,102,214
Less: current liabilities					
Trade and other payables	(865,230)	(671,148)	(671,148)	(273,708)	(671,148)
Contract liabilities	(2,376,397)	0	0	(2,472,513)	(445,103)
Employee related provisions	(223,961)	(223,961)	(223,961)	(223,961)	(223,961)
	(3,465,588)	(895,109)	(895,109)	(2,970,182)	(1,340,212)
Net current assets	9,539,565	7,018,948	7,514,312	14,970,690	7,762,002
Less: Total adjustments to net current assets	(6,205,947)	(7,018,948)	(7,018,948)	(6,242,823)	(7,762,002)
Closing funding surplus / (deficit)	3,333,618	0	495,364	8,727,867	0

(b) Current assets and liabilities excluded from budgeted deficiency

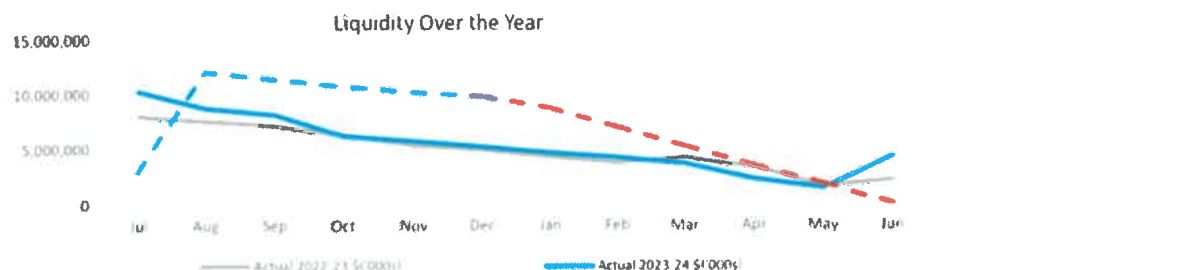
The following current assets and liabilities have been excluded from the net current assets used in the Statement of Financial Activity in accordance with *Financial Management Regulation 32* to agree to the surplus/(deficit) after imposition of general rates.

	Audited Actual 30 June 2024	Adopted Budget 30 June 2025	Updated Budget Estimates 30 June 2025	Year to Date Actual 31 January 2025	Estimated Year at End Amount 30 June 2025
Adjustments to net current assets	\$	\$	\$	\$	\$
Less: Reserve accounts	(6,429,908)	(7,242,909)	(7,242,909)	(6,466,784)	(7,985,963)
Add: Current liabilities not expected to be cleared at end of year					
- Employee benefit provisions	223,961	223,961	223,961	223,961	223,961
Total adjustments to net current assets	(6,205,947)	(7,018,948)	(7,018,948)	(6,242,823)	(7,762,002)

(c) Non-cash amounts excluded from operating activities

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

	Audited Actual 30 June 2024	Adopted Budget 30 June 2025	Updated Budget Estimates 30 June 2025	Year to Date Actual 31 January 2025	Estimated Year at End Amount 30 June 2025
Adjustments to operating activities	\$	\$	\$	\$	\$
Less: Profit on asset disposals	(122,506)	0	0	(32,461)	(32,461)
Less: Movement in liabilities associated with restricted cash	13,308	0	0	0	0
Less: Fair value adjustments to financial assets at fair value through profit or loss	(1,261)	0	0	0	0
Add: Loss on disposal of assets	18,514	53,584	53,584	14,582	45,176
Add: Depreciation on assets	4,338,340	4,175,180	4,175,180	2,617,031	4,228,880
Non-cash movements in non-current assets and liabilities					
Employee benefit provisions	36,254	0	0	0	36,254
Other provisions	98,820	0	0	0	98,820
Non-cash amounts excluded from operating activities	4,381,459	4,228,764	4,228,764	2,599,162	4,376,669



Please refer to compilation report

ORDINARY COUNCIL MEETING MINUTES

18 MARCH 2025

SHIRE OF LEONORA NOTES TO THE BUDGET REVIEW REPORT FOR THE PERIOD ENDED 31 JANUARY 2025

3 COMMENTS/NOTES - NET CURRENT FUNDING POSITION (CONTINUED)

SIGNIFICANT ACCOUNTING POLICIES CASH AND CASH EQUIVALENTS

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

Bank overdrafts are shown as short term borrowings in current liabilities.

FINANCIAL ASSETS AT AMORTISED COST

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

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

TRADE AND OTHER RECEIVABLES

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

Trade and other receivables are recognised initially at the amount of consideration that is unconditional, unless they contain significant financing components, when they are recognised at fair value.

Trade receivables are held with the objective to collect the contractual cashflows and therefore 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.

The Shire of Leonora applies the AASB 9 simplified approach to measuring expected credit losses using a lifetime expected loss allowance for all trade receivables. To measure the expected credit losses, rates receivable are separated from other trade receivables due to the difference in payment terms and security for rates receivable.

INVENTORIES

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.

CONTRACT ASSETS

Contract assets primarily relate to the Shire of Leonora's right to consideration for work completed but not billed at the end of the period.

CONTRACT LIABILITIES

Contract liabilities represent the Shire of Leonora's obligation to transfer goods or services to a customer for which the Shire of Leonora 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.

PROVISIONS

Provisions are recognised when the Shire of Leonora 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.

CURRENT AND NON-CURRENT CLASSIFICATION

An asset or liability is classified as current if it is expected to be settled within the next 12 months, being the Shire of Leonora's operational cycle. In the case of liabilities where the Shire of Leonora 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 of Leonora's intentions to release for sale.

TRADE AND OTHER PAYABLES

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

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 of Leonora recognises revenue for the prepaid rates that have not been refunded.

EMPLOYEE BENEFITS

Short-Term Employee Benefits

Provision is made for the Shire of Leonora'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 of Leonora'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 net current funding position. Shire of Leonora's current obligations for employees' annual leave and long service leave entitlements are recognised as provisions in the net current funding 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 of Leonora's obligations for long-term employee benefits where the Shire of Leonora does not have an unconditional right to defer settlement for at least 12 months after the end of the reporting period, are presented as current provisions in the net current funding position.

Please refer to compilation report

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ORDINARY COUNCIL MEETING MINUTES

SHIRE OF LEONORA NOTES TO THE REVIEW OF THE ANNUAL BUDGET FOR THE PERIOD ENDED 31 JANUARY 2025

4 PREDICTED VARIANCES

	Variance \$
Revenue from operating activities	
4.1 General rates Increase to reflect actual rates and also adjustments for the refunds provided in relation to tenement surrenders.	547,822 ▲
4.2 Grants, subsidies and contributions Community Hub not going ahead and funds to be returned. Overallocated budget for the 24/25 FAGS. MRWA direct grant higher than budgeted. CDC Services grant revenue recognised and tourism publication grant received.	(211,181) ▼
4.3 Fees and charges Aged rental accommodation income not expected for some units. Decrease in budget refuse charges to reflect actual fees raised. Reduction in liquid waste disposal and Avgas fee income. Increased fees received for the bulk refuse disposals. Increase in building permit fees issued. Catering and coffee sales higher than expected.	(163,580) ▼
4.4 Interest revenue Higher interest earnings on municipal investments whilst reserve interest earnings have been lower.	30,000 ▲
4.5 Other revenue To reflect reimbursement income received.	7,000 ▲
4.6 Profit on asset disposals Asset disposal Tri Axle Low Loader not originally budgeted.	32,461 ▲
Expenditure from operating activities	
4.7 Employee costs Increase budget for childcare and road maintenance. Reduction in employee housing subsidy	(250,071) ▼
4.8 Materials and contracts Increase expenditure for the Community-led Job, road maintenance, plant parts and repairs and the Driver Access & Equity program. Reduce expenditure for the Rodeo sponsorship unlikely to go ahead, Community Hub, consultants travel and accommodations and engineering expenses.	(136,554) ▼
4.9 Utility charges Mis-budgeted utilities for a consultant fees job. Create new utilities budget for the food van café.	14,686 ▲
4.10 Depreciation Housing depreciation under budgeted.	(53,700) ▼
4.11 Insurance Increase to housing and plant insurance expenditure.	(11,692) ▼
4.12 Other expenditure Budget not required.	1,000 ▲
4.13 Loss on asset disposals Asset disposal Iveco Prime Mover and Ford Everest not originally budgeted. Asset disposal Watering Tank no longer going ahead.	8,408 ▲
4.14 Non-cash amounts excluded from operating activities Depreciation and asset disposals.	12,831 ▲

Please refer to compilation report

ORDINARY COUNCIL MEETING MINUTES

SHIRE OF LEONORA NOTES TO THE REVIEW OF THE ANNUAL BUDGET FOR THE PERIOD ENDED 31 JANUARY 2025

4 PREDICTED VARIANCES

	Variance
	\$
Inflows from investing activities	
4.15 Capital grants, subsidies and contributions	219,119 ▲
Leonora Safe House Project additional funds from NIAA. Additional funding to be received by RRG.	
4.16 Proceeds from disposal of assets	143,525 ▲
Asset disposal Tri Axle Low Loader, Iveco Prime Mover and Ford Everest not originally budgeted. Asset disposal Watering Tank no longer going ahead.	
Outflows from investing activities	
4.17 Purchase of land and buildings	54,215 ▲
Increase expenditure for 26 Queen Victoria plumbing and pipe works, administration and chambers reflooring. Decrease expenditure and reclassification to operating for the chambers re-cabling and IT. Decrease expenditure as works are completed for the greenhouse nursery. Decrease and carry forward to next budget the information centre roofing	
4.18 Purchase of plant and equipment	50,378 ▲
Decrease budget as no longer required for the gravesite equipment and wheel balancer 4 post hoist. Decrease expenditure as works completed for the community bus and watering tank town truck.	
4.19 Purchase and construction of infrastructure-roads	(317,458) ▼
Increase expenditure for the footpaths and resealing Goldfields Highway and Rochester Street. Increase to the RRG projects. Decrease in expenditure for the kerbing projects.	
4.20 Purchase and construction of infrastructure-other	(106,008) ▼
Increase in expenditure for the CCTV and security system upgrades, depot gate security. Decrease and reclassify to operating for the youth centre shade sails. Decrease expenditure for works completed basketball infrastructure, bowls club green, DG 40ft containers. Decrease and carry forward to next budget the dog park. Decrease expenditure for the Clover Downs fence, Shire digital noticeboard and winder shed fencing.	
4.21 Surplus or deficit at the start of the financial year	(366,565) ▼
Difference between adopted 2024/25 budget and the closing balance of the 2023/24 audited statements.	
.22 Surplus or deficit after imposition of general rates	(495,364) ▼
Difference between updated budget estimates and the current closing.	

ORDINARY COUNCIL MEETING MINUTES

ORDINARY COUNCIL MEETING MINUTES

10.0 REPORTS

10.3 MANAGER OF BUSINESS SERVICES

10.3.(B) MONTHLY FINANCIAL STATEMENTS - JANUARY 2025

SUBMISSION TO: Ordinary Council Meeting
Meeting Date: 18th March 2025

AGENDA REFERENCE: 10.3.(B) MAR 25

SUBJECT: Monthly Financial Statements - January 2025

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: 28th February 2025

SUPPORTING DOCUMENTS: 1. Monthly Financial Statements January 2025

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 31st January, 2025, consist of:

- (a) Compilation Report
- (b) Statement of Financial Activity – 31st January, 2025
- (c) Material Variances – 31st January, 2025

STATUTORY ENVIRONMENT

Part 4 — Financial reports— s. 6.4

34 Financial activity statement report – s. 6.4

(1A) In this regulation —

ORDINARY COUNCIL MEETING MINUTES

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.

Signed: 15 APRIL 2025
President: 
18 MARCH 2025

ORDINARY COUNCIL MEETING MINUTES

STRATEGIC IMPLICATIONS

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

ORDINARY COUNCIL MEETING MINUTES

RECOMMENDATIONS

That Council accept the Monthly Financial Statements for the month ended 31st December, 2024, consisting of:

- (a) Compilation Report
- (b) Statement of Financial Activity – 31st January, 2025
- (c) Material Variances – 31st January, 2025

VOTING REQUIREMENT

Simple Majority

SIGNATURE

Manager of Business Services

COUNCIL DECISION

Moved: Cr RA Norrie

Seconded: Cr TM Nardone

That Council accept the Monthly Financial Statements for the month ended 31st January 2025, consisting of:

- (a) Compilation Report
- (b) Statement of Financial Activity – 31st January, 2025
- (c) Material Variances – 31st January, 2025

CARRIED (7 VOTES TO 0)

*For; Cr PJ Craig, Cr RA Norrie, Cr RM Cotterill,
Cr AE Taylor, Cr LR Petersen, Cr TM Nardone, Cr F Harris*

REASON FOR ALTERATION TO RECOMMENTDATION

Wording updated to reflect the correct dates.

ORDINARY COUNCIL MEETING MINUTES



13 February 2025

Mr Ty Matson
Chief Executive Officer
Shire of Leonora
PO Box 56
LEONORA WA 6438

Moore Australia

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2 The Esplanade, Perth, WA 6000
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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 31 January 2025, 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 31 January 2025 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.



Russell Barnes
Director
Moore Australia (WA) Pty Ltd

ORDINARY COUNCIL MEETING MINUTES

SHIRE OF LEONORA
MONTHLY FINANCIAL REPORT
(Containing the required statement of financial activity and statement of financial position)
For the period ended 31 January 2025

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

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Please refer to compilation report

ORDINARY COUNCIL MEETING MINUTES

18 MARCH 2025

SHIRE OF LEONORA STATEMENT OF FINANCIAL ACTIVITY FOR THE PERIOD ENDED 31 JANUARY 2025

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	9,050,561	0	0.00%	
Rates excluding general rates	234,215	234,215	725,292	491,077	209.67%	▲
Grants, subsidies and contributions	2,491,275	1,310,141	803,993	(506,148)	(38.63%)	▼
Fees and charges	3,167,858	1,971,081	1,863,532	(107,549)	(5.46%)	▼
Interest revenue	150,000	87,500	89,569	2,069	2.36%	
Other revenue	78,450	45,763	29,291	(16,472)	(35.99%)	▼
Profit on asset disposals	0	0	32,461	32,461	0.00%	▲
	15,172,359	12,699,261	12,594,699	(104,562)	(0.82%)	
Expenditure from operating activities						
Employee costs	(6,314,166)	(3,683,245)	(2,878,879)	804,366	21.84%	▲
Materials and contracts	(5,217,206)	(3,043,365)	(2,799,547)	243,818	8.01%	▲
Utility charges	(407,510)	(237,714)	(227,077)	10,637	4.47%	
Depreciation	(4,175,180)	(2,435,521)	(2,617,031)	(181,510)	(7.45%)	▼
Insurance	(343,546)	(343,546)	(355,237)	(11,691)	(3.40%)	
Other expenditure	(217,335)	(147,606)	(55,537)	92,069	62.37%	▲
Loss on asset disposals	(53,584)	0	(14,592)	(14,592)	0.00%	
	(16,728,527)	(9,890,997)	(8,947,900)	943,097	9.53%	
Non cash amounts excluded from operating activities	2(c) 4,228,764	2,435,521	2,599,162	163,641	6.72%	▲
Amount attributable to operating activities	2,672,596	5,243,785	6,245,961	1,002,176	19.11%	
INVESTING ACTIVITIES						
Inflows from investing activities						
Proceeds from capital grants, subsidies and contributions	4,328,266	2,812,934	526,375	(2,286,559)	(81.29%)	▼
Proceeds from disposal of assets	77,000	0	145,525	145,525	0.00%	▲
	4,405,266	2,812,934	671,900	(2,141,034)	(76.11%)	
Outflows from investing activities						
Payments for property, plant and equipment	(2,157,700)	(1,075,516)	(705,294)	370,222	34.42%	▲
Payments for construction of infrastructure	(7,311,980)	(1,744,882)	(781,442)	963,440	55.22%	▲
	(9,469,680)	(2,820,398)	(1,486,736)	1,333,662	47.29%	
Amount attributable to investing activities	(5,064,414)	(7,464)	(814,836)	(807,372)	(10816.88%)	
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)	(36,876)	(36,876)	0	0.00%	
	(827,263)	(36,876)	(36,876)	0	0.00%	
Amount attributable to financing activities	(813,001)	(36,876)	(36,876)	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	3,333,618	(366,565)	(9.91%)	▼
Amount attributable to operating activities	2,672,596	5,243,785	6,245,961	1,002,176	19.11%	▲
Amount attributable to investing activities	(5,064,414)	(7,464)	(814,836)	(807,372)	(10816.88%)	▼
Amount attributable to financing activities	(813,001)	(36,876)	(36,876)	0	0.00%	
Surplus or deficit after imposition of general rates	495,364	8,899,628	8,727,867	(171,761)	(1.93%)	▼

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.

ORDINARY COUNCIL MEETING MINUTES

**SHIRE OF LEONORA
 STATEMENT OF FINANCIAL POSITION
 FOR THE PERIOD ENDED 31 JANUARY 2025**

	Actual 30 June 2024 \$	Actual as at 31 January 2025 \$
CURRENT ASSETS		
Cash and cash equivalents	11,954,878	16,753,452
Trade and other receivables	965,694	1,029,451
Inventories	84,581	157,969
TOTAL CURRENT ASSETS	13,005,153	17,940,872
NON-CURRENT ASSETS		
Other financial assets	62,378	62,378
Inventories	45,052	45,052
Property, plant and equipment	38,208,906	37,933,398
Infrastructure	103,101,480	102,119,037
TOTAL NON-CURRENT ASSETS	141,417,816	140,159,865
TOTAL ASSETS	154,422,969	158,100,737
CURRENT LIABILITIES		
Trade and other payables	865,230	273,708
Other liabilities	2,376,397	2,472,513
Employee related provisions	223,961	223,961
TOTAL CURRENT LIABILITIES	3,465,588	2,970,182
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	5,582,811	5,087,405
NET ASSETS	148,840,158	153,013,332
EQUITY		
Retained surplus	53,186,739	57,323,036
Reserve accounts	6,429,908	6,466,784
Revaluation surplus	89,223,511	89,223,512
TOTAL EQUITY	148,840,158	153,013,332

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

ORDINARY COUNCIL MEETING MINUTES

18 MARCH 2025

SHIRE OF LEONORA NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY FOR THE PERIOD ENDED 31 JANUARY 2025

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 12 February 2025

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

ORDINARY COUNCIL MEETING MINUTES

18 MARCH 2025

SHIRE OF LEONORA
 NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
 FOR THE PERIOD ENDED 31 JANUARY 2025

2 NET CURRENT ASSETS INFORMATION

		Amended Budget Opening 1 July 2024	Actual as at 30 June 2024	Actual as at 31 January 2025
(a) Net current assets used in the Statement of Financial Activity				
Current assets	Note	\$	\$	\$
Cash and cash equivalents		11,954,878	11,954,878	16,753,452
Trade and other receivables		1,123,026	965,694	1,029,451
Inventories		99,732	84,581	157,969
		13,177,636	13,005,153	17,940,872
Less: current liabilities				
Trade and other payables		(671,148)	(865,230)	(273,708)
Other liabilities		(2,376,397)	(2,376,397)	(2,472,513)
Employee related provisions		(223,961)	(223,961)	(223,961)
		(3,271,506)	(3,465,588)	(2,970,182)
Net current assets		9,906,130	9,539,565	14,970,690
Less: Total adjustments to net current assets	2(b)	(6,205,947)	(6,205,947)	(6,242,823)
Closing funding surplus / (deficit)		3,700,183	3,333,618	8,727,867
(b) Current assets and liabilities excluded from budgeted deficiency				
Adjustments to net current assets				
Less: Reserve accounts		(6,429,908)	(6,429,908)	(6,466,784)
Add: Current liabilities not expected to be cleared at the end of the year				
- Current portion of employee benefit provisions held in reserve		223,961	223,961	223,961
Total adjustments to net current assets	2(a)	(6,205,947)	(6,205,947)	(6,242,823)
		Amended Budget Estimates 30 June 2025	YTD Budget Estimates 31 January 2025	YTD Actual 31 January 2025
		\$	\$	\$
(c) Non-cash amounts excluded from operating activities				
Adjustments to operating activities				
Less: Profit on asset disposals		0	0	(32,461)
Add: Loss on asset disposals		53,584	0	14,592
Add: Depreciation		4,175,180	2,435,521	2,617,031
Total non-cash amounts excluded from operating activities		4,228,764	2,435,521	2,599,162

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.

Please refer to compilation report

ORDINARY COUNCIL MEETING MINUTES

18 MARCH 2025

SHIRE OF LEONORA
 NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
 FOR THE PERIOD ENDED 31 JANUARY 2025

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			
Rates excluding general rates	491,077	209.67%	▲
GRV interim rating lower than budget.			
Grants, subsidies and contributions	(506,148)	(38.63%)	▼
Childcare centre grant not yet received.		Timing	
Driver Access & Equity, Women's Wellbeing Hub, Community-led Job, Local Partners are contract liability and revenue to be recognised when expenditure occurs.		Timing	
Main Roads Direct grant received more than budgeted.		Permanent	
Fees and charges	(107,549)	(5.46%)	▼
Commercial refuse, liquid waste disposal fees, landing fees airport, Avgas at airport, BCITF fees, Office 3 rental, sale of standpipe water YTD actuals are lower than YTD budget.		Timing	
Childcare Centre income, bulk refuse charges, building permits YTD actuals higher than YTD budget.		Permanent	
Other revenue	(16,472)	(35.99%)	▼
Diesel fuel rebates are lower than YTD budget. Reimbursement staff housing utilities to be reclassified.		Timing	
Profit on asset disposals	32,461	0.00%	▲
Disposal of PE23 - Road West Tri Axle Low loader		Permanent	
Expenditure from operating activities			
Employee costs	804,366	21.84%	▲
Some employee positions are vacant.		Timing	
Refuse site maintenance, Roadworks maintenance, Aerodrome maintenance, administration overheads, public works overheads YTD actuals lower than YTD budget.		Timing	
Materials and contracts	243,818	8.01%	▲
Rodeo sponsorship, Strategic Plan development, audit fees, nurse incentive, driver access equity, town planning, eastern precinct project, women's wellbeing hub, community grant fund, community-led job, local partner trans, traffic signs, tree lopping, SPQ depot maintenance, aerodrome consultant, Barnes federal theatre, museum maintenance, standpipe water maintenance, Leonora Golden Gift YTD actuals are lower than YTD budget.		Timing	
Council subscriptions, Youth Services Stephen Michael Foundation, Ageing in place maintenance, domestic refuse, refuse site maintenance, Leonora cemetery, roadworks maintenance, depot maintenance, street cleaning, aerodrome maintenance, Gwalia catering YTD actuals are higher than YTD budget.		Timing	
Depreciation	(181,510)	(7.45%)	▼
Staff housing, other housing, other community amenities, other recreation, depot, aerodrome, administration and plant depreciation higher than YTD budget.		Permanent	

Please refer to compilation report

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ORDINARY COUNCIL MEETING MINUTES

18 MARCH 2025

SHIRE OF LEONORA NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY FOR THE PERIOD ENDED 31 JANUARY 2025


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. % %	
Other expenditure	92,069	62.37%	▲
Meeting attendance fees, phone rental, athletics prize money YTD actuals are lower than YTD budget.		Timing	
Non cash amounts excluded from operating activities	163,641	6.72%	▲
Depreciation and disposal of assets.		Timing	
Inflows from investing activities			
Proceeds from capital grants, subsidies and contributions	(2,286,559)	(81.29%)	▼
LRCI Phase 4A and 4B, Roads to Recovery, Regional Road Group are contract liability and revenue to be recognised when expenditure occurs.		Timing	
Natural Disaster Reinstatement and Economic Improvement grants not yet received.		Timing	
Youth Program grants received higher than YTD budget.		Timing	
Proceeds from disposal of assets	145,525	0.00%	▲
Disposal of plant assets PE23, 522 and PE53.		Permanent	
Outflows from investing activities			
Payments for property, plant and equipment	370,222	34.42%	▲
Some building capital works projects have not yet started.		Timing	
Payments for construction of infrastructure	963,440	55.22%	▲
Some infrastructure other capital works projects are yet to start.		Timing	
Surplus or deficit at the start of the financial year	(366,565)	(9.91%)	▼
Refer to note 2(a) for detail of differences.		Timing	
Surplus or deficit after imposition of general rates	(171,761)	(1.93%)	▼
Due to variances described above.		Timing	

Please refer to compilation report

ORDINARY COUNCIL MEETING MINUTES

Signed: 15 APRIL 2025
President: 
18 MARCH 2025

18 MARCH 2025

ORDINARY COUNCIL MEETING MINUTES

10.0 REPORTS

10.3 MANAGER OF BUSINESS SERVICES

10.3.(C) ACCOUNTS FOR PAYMENT - FEBRUARY TO MARCH 2025

SUBMISSION TO: Ordinary Council Meeting
Meeting Date: 18th March 2025

AGENDA REFERENCE: 10.3.(C) MAR 25

SUBJECT: Accounts for Payment - February to March 2025

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: 11th March 2025

SUPPORTING DOCUMENTS: 1. Accounts for Payment March 2025

BACKGROUND

Attached statements consist of accounts paid by Delegated Authority totalling **\$1,429,602.54** since the previous council meeting consisting of:

- (1) Direct Bank Transactions numbered from **3579** to **3647** and totalling **\$142,871.55**;
 - a. Includes Credit Card Payments of **\$13,390.61** for **January, 2025**; and
 - b. Includes Credit Card Payments of **\$18,105.75** for **February, 2025**; and
- (2) Batch Payments **251, 252, 253, 254, & 255** totalling **\$905,933.48**; and
- (3) Payroll Payments from **Pay Periods Ending 03/02/2025, 17/02/2025, 03/03/2025, and special pay from 15/01/2025** totalling **\$380,797.51**.

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.

ORDINARY COUNCIL MEETING MINUTES

RECOMMENDATIONS

That Council accepts the accounts for payment, as detailed:

- (1) Direct Bank Transactions numbered from **3579** to **3647** and totalling **\$142,871.55**;
 - a. *Includes Credit Card Payments of \$13,390.61 for January, 2025; and*
 - b. *Includes Credit Card Payments of \$18,105.75 for February, 2025; and*
- (2) Batch Payments **251, 252, 253, 254, & 255** totalling **\$905,933.48**; and
- (3) Payroll Payments from **Pay Periods Ending 03/02/2025, 17/02/2025, 03/03/2025, and special pay from 15/01/2025** totalling **\$380,797.51**.

VOTING REQUIREMENT

Simple Majority

Manager of Business Services

COUNCIL DECISION

Moved: Cr LR Petersen

Seconded: Cr F Harris

That Council accepts the accounts for payment, as detailed:

- (1) Direct Bank Transactions numbered from **3579** to **3647** and totalling **\$142,871.55**;
 - a. *Includes Credit Card Payments of \$13,390.61 for January, 2025; and*
 - b. *Includes Credit Card Payments of \$18,105.75 for February, 2025; and*
- (2) Batch Payments **251, 252, 253, 254, & 255** totalling **\$905,933.48**; and
- (3) Payroll Payments from **Pay Periods Ending 03/02/2025, 17/02/2025, 03/03/2025, and special pay from 15/01/2025** totalling **\$380,797.51**.

CARRIED (7 VOTES TO 0)

*For; Cr PJ Craig, Cr RA Norrie, Cr RM Cotterill,
Cr AE Taylor, Cr LR Petersen, Cr TM Nardone, Cr F Harris*

AT 11:20am Apathail Kumpat, member of the public, left the chambers.

AT 11:20am Shire President, CR. PJ Craig adjourned the meeting for a short break.

AT 11.22am Shire President, CR. PJ Craig resumed the meeting with all those previously listed in the record.



**Accounts for Payment
Presented to Council
18th March 2025**

ORDINARY COUNCIL MEETING MINUTES

18 MARCH 2025

Accounts for Payment - Credit Card Breakdown January 2025

Shire of Leonora					
Monthly Report – List of Credit Card Transactions Paid by Delegated Authority					
Submitted to Council on the 18th March 2025					
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 January 2025 as per Direct Bank Transaction 3591 for \$13,390.61					
CHIEF EXECUTIVE OFFICER					
Reference	Date	Name	Item	Payment by Delegated Authority	Balance
CEO 01/25	06/01/2025	Bunnings	Depot supplies	437.04	437.04
	06/01/2025	Office National	Stationery supplies for admin	115.12	552.16
	08/01/2025	Scintex Australia	Mosquito fogger and supplies	7,742.69	8,294.85
	13/01/2025	Virgin Australia	CEO travel expenses - luggage	99.00	8,393.85
	13/01/2025	Coles Express Leonora	Drinks for Volunteers	78.30	8,472.15
	13/01/2025	White House Hotel	Refreshments for volunteers	66.07	8,538.22
	13/01/2025	Virgin Australia	Flights for CEO	802.87	9,341.09
	14/01/2025	Bunnings	CEO pool supplies	20.87	9,361.96
	14/01/2025	Bunnings	CEO house and pool maintenance	252.86	9,614.82
	16/01/2025	CBRE	Parking	24.00	9,638.82
	17/01/2025	Chicken Treat	Meal expenses	20.91	9,659.73
	20/01/2025	United Perth Airport	Fuel for P1	18.54	9,678.27
	20/01/2025	Bunnings	CEO house maintenance	57.85	9,736.12
	20/01/2025	Eurocar	Car hire	143.81	9,879.93
	20/01/2025	Starlink Australia	Internet for youth centre	139.00	10,018.93
	21/01/2025	Canning Pool and Pump Co	CEO pool maintenance	339.70	10,358.63
	23/01/2025	IT Beyond	Mapping system subscription	89.94	10,448.57
	28/01/2025	Starlink Australia	CEO internet	139.00	10,587.57
	29/01/2025	National Australia Bank	Card fee	9.00	10,596.57
	Total CEO Card January 2025			\$10,596.57	
MBS 01/25	08/01/2025	Australian Safety	No smoking signs for shire vehicles	148.80	148.80
	20/01/2025	QT Hotels	Staff accommodation for training	798.00	946.80
	20/01/2025	Wren Oil	Liquid Waste Disposal Site Maintenance	797.50	1,744.30
	29/01/2025	National Australia Bank	Card fee	9.00	1,753.30
	Total MBS Card January 2025			\$1,753.30	
MCS 01/25	10/01/2025	Bunnings	Thermometer for LELC	53.90	53.90
	13/01/2025	Rydges Kalgoorlie	Accommodation for staff training	194.88	248.78
	22/01/2025	Sugar Coat It	Gift hamper	107.22	356.00
	23/01/2025	Woolworths	Ice creams for Australia Day events	219.25	575.25
	28/01/2025	Coles Express Leonora	Water for Australia Day events	43.50	618.75
	28/01/2025	BCF	Trail camera	199.99	818.74
	29/01/2025	National Australia Bank	Card fee	9.00	827.74
	Total MCS Card January 2025			\$827.74	

Accounts for Payment - Credit Card Breakdown January 2025

Reference	Date	Name	Item	Payment by Delegated Authority	Balance
MWS 01/25	28/01/2025	Starlink Australia	Internet for grader camp	195.00	195.00
	29/01/2025	National Australia Bank	Card fee	9.00	204.00
	Total MWS Card January 2025			\$204.00	
CRC 01/25	29/01/2025	National Australia Bank	Card fee	9.00	9.00
	Total CRC Card January 2025			\$9.00	
3575	2/01/2025	National Australia Bank	Credit Card Charges - January, 2025	\$13,390.61	

ORDINARY COUNCIL MEETING MINUTES

Accounts for Payment - Credit Card Breakdown February 2025

Shire of Leonora					
Monthly Report – List of Credit Card Transactions Paid by Delegated Authority					
Submitted to Council on the 18th March 2025					
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 February 2025 as per Direct Bank Transaction 3604 for \$18,105.75					
CHIEF EXECUTIVE OFFICER					
Reference	Date	Name	Item	Payment by Delegated Authority	Balance
CEO 02/25	03/02/2025	Bunnings	Irrigation supplies for CEO house	70.98	70.98
	10/02/2025	WA Country Health Service	Medical expenses for depot staff	379.00	449.98
	11/02/2025	Queen Bees Coffee	Coffee beans	50.50	500.48
	18/02/2025	Starlink Australia	CEO internet	139.00	639.48
	24/02/2025	Leonora Post Office	Annual fees for PO box	195.00	834.48
	27/02/2025	Starlink Australia	Youth centre internet	139.00	973.48
	28/02/2025	Itg Lukman	Travel meal	10.10	983.58
	28/02/2025	Office Works	Ipad protection	59.00	1,042.58
	28/02/2025	Apple Pty Ltd	Ipad for CEO	1,768.00	2,810.58
	28/02/2025	National Australia Bank	Card fee	9.00	2,819.58
	Total CEO Card January & February 2025			\$2,819.58	
MBS 02/25	01/02/2025	Perth Commercial Fridges	Ice machine for depot	5,629.45	5,629.45
	10/02/2025	Ampol Kalgoorlie	Fuel for P3	68.88	5,698.33
	10/02/2025	Department Of Transport	Driver Access & Equity participant fees	154.00	5,852.33
	18/02/2025	Ampol Kalgoorlie	Fuel for plant equipment	54.82	5,907.15
	24/02/2025	Virgin Australia	Flights for finance team to attend confere	1,373.44	7,280.59
	24/02/2025	Coles-	Hoover House consumables	215.10	7,495.69
	27/02/2025	Starlink Australia	Internet for grader camp	195.00	7,690.69
	28/02/2025	National Australia Bank	Card fee	9.00	7,699.69
	Total MBS Card January & February, 2025			\$7,699.69	
	01/02/2025	Star and Garter	Meals during conference/meeting	59.74	59.74
	01/02/2025	Rydges Kalgoorlie	Accommodation for conference/meetings	548.10	607.84
	03/02/2025	Bunnings	Hoover house maintenance supplies	41.50	649.34
	03/02/2025	Bunnings	Hoover house maintenance supplies	30.50	679.84
	03/02/2025	Bunnings	Hoover House gardening supplies	276.75	956.59
	03/02/2025	Bunnings	Cameras for gym	134.00	1,090.59
	03/02/2025	Rydges Kalgoorlie	Accommodation bond return	-101.50	989.09
	05/02/2025	Department Of Transport	Driver Access & Equity participant fees	154.00	1,143.09
	05/02/2025	Department Of Transport	Driver Access & Equity participant fees	154.00	1,297.09
	05/02/2025	Department Of Transport	Driver Access & Equity participant fees	143.30	1,440.39
	05/02/2025	Department Of Transport	Driver Access & Equity participant fees	143.30	1,583.69
	05/02/2025	Department Of Transport	Driver Access & Equity participant fees	-308.00	1,275.69
	05/02/2025	Department Of Transport	Driver Access & Equity participant fees	-154.00	1,121.69
	05/02/2025	Department Of Transport	Driver Access & Equity participant fees	154.00	1,275.69
	07/02/2025	Department Of Transport	Driver Access & Equity participant fees	48.00	1,323.69

Accounts for Payment - Credit Card Breakdown February 2025

Reference	Date	Name	Item	Payment by Delegated Authority	Balance
MCS 02/25	07/02/2025	Department Of Transport	Driver Access & Equity participant fees	16.35	1,340.04
	07/02/2025	Department Of Transport	Driver Access & Equity participant fees	10.70	1,350.74
	07/02/2025	Department Of Transport	Driver Access & Equity participant fees	10.70	1,361.44
	07/02/2025	Department Of Transport	Driver Access & Equity participant fees	570.50	1,931.94
	07/02/2025	Department Of Transport	Driver Access & Equity participant fees	183.05	2,114.99
	07/02/2025	Department Of Transport	Driver Access & Equity participant fees	158.00	2,272.99
	07/02/2025	Department Of Transport	Driver Access & Equity participant fees	143.30	2,416.29
	07/02/2025	Department Of Transport	Driver Access & Equity participant fees	143.30	2,559.59
	07/02/2025	Department Of Transport	Driver Access & Equity participant fees	143.30	2,702.89
	07/02/2025	Department Of Transport	Driver Access & Equity participant fees	130.80	2,833.69
	07/02/2025	Department Of Transport	Driver Access & Equity participant fees	114.50	2,948.19
	07/02/2025	Department Of Transport	Driver Access & Equity participant fees	114.50	3,062.69
	07/02/2025	Department Of Transport	Driver Access & Equity participant fees	114.50	3,177.19
	10/02/2025	Department Of Transport	Driver Access & Equity participant fees	163.50	3,340.69
	10/02/2025	Department Of Transport	Driver Access & Equity participant fees	163.50	3,504.19
	11/02/2025	Bunnings	Hoover House supplies	19.98	3,524.17
	12/02/2025	The Career Academy	Training for Certificate in Finance	995.00	4,519.17
	12/02/2025	National Australia Bank	Internation transaction fee	29.85	4,549.02
	13/02/2025	Nespresso Australia	Coffee for LELC	89.00	4,638.02
	18/02/2025	BP Esperance	Fuel for P2	33.56	4,671.58
	26/02/2025	BNB Supplies	Hoover House accommodation supplies	2,755.00	7,426.58
	27/02/2025	Landgate	Tite search	31.60	7,458.18
	28/02/2025	National Australia Bank	Card fee	9.00	7,467.18
	Total MCS Card February, 2025			\$7,467.18	
MWS 02/25	07/02/2025	Department Of Transport	Rego swap on P3	38.80	38.80
	10/02/2025	Bunnings	Depot supplies	36.50	75.30
	10/02/2025	Bunnings	Depot supplies	35.00	110.30
	Total MWS Card February, 2025			\$110.30	
CRC 02/25	28/02/2025	National Australia Bank	Card fee	9.00	9.00
	Total CRC Card February, 2025			\$9.00	
3604	5/03/2025	National Australia Bank	Credit Card Charges - February, 2025	\$18,105.75	

ORDINARY COUNCIL MEETING MINUTES

Accounts for Payment - February to March 2025

Shire of Leonora					
Monthly Report – List of Direct Bank Transactions Paid by Delegated Authority					
Submitted to Council on the 18th March 2025					
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 3579 to 3647 and totalling \$142,871.55					
CHIEF EXECUTIVE OFFICER					
Transaction	Date	Name	Item	Payment by Delegated Authority	Balance
3579	15/01/2025	3E Advantage Pty Ltd	Printing charges - December 2024	4,417.99	4,417.99
3588	23/01/2025	Click Super	Transaction and facility fees	32.89	4,450.88
3580	31/01/2025	National Australia Bank	Account keeping fee	16.00	4,466.88
3581	31/01/2025	National Australia Bank	Merchant fee - Rec centre	20.00	4,486.88
3582	31/01/2025	National Australia Bank	Merchant fees - Depot	20.00	4,506.88
3583	31/01/2025	National Australia Bank	Merchant fees - CRC	20.03	4,526.91
3584	31/01/2025	National Australia Bank	Merchant fees - Info	20.17	4,547.08
3585	31/01/2025	National Australia Bank	Merchant fees - Airport	22.12	4,569.20
3586	31/01/2025	National Australia Bank	Connect fee and access usage	47.98	4,617.18
3587	31/01/2025	National Australia Bank	Merchant fees - Admin & Museum	731.39	5,348.57
3589	03/02/2025	Avdam	Merchant fee	16.50	5,365.07
3590	03/02/2025	Alex Taylor	Rent for 23 Queen Vic	2,166.67	7,531.74
3591	03/02/2025	National Australia Bank	Credit card transactions January 2025	13,390.61	20,922.35
3602	03/02/2025	Shire Of Leonora	Duplicate payment of liabilities: PPE 23/12/2025 - to be refunded	2,172.14	23,094.49
3592	05/02/2025	Quest Merchant Services Pty Ltd	Merchant fees January 2025	11.00	23,105.49
3593	17/02/2025	3E Advantage	Printing charges January 2025	3,861.47	26,966.96
3602	21/02/2025	Click Super	Transaction and facility fees	41.03	27,007.99
3594	28/02/2025	National Australia Bank	Account keeping fees - February	19.00	27,026.99
3595	28/02/2025	National Australia Bank	Merchant fees	20.00	27,046.99
3596	28/02/2025	National Australia Bank	Merchant fees	20.00	27,066.99
3597	28/02/2025	National Australia Bank	Merchant fees	20.00	27,086.99
3598	28/02/2025	National Australia Bank	Merchant fees	21.68	27,108.67
3599	28/02/2025	National Australia Bank	Merchant fees	24.28	27,132.95
3600	28/02/2025	National Australia Bank	Connect and access fee	59.73	27,192.68
3601	28/02/2025	National Australia Bank	Merchant fees	429.97	27,622.65
3603	4/03/2025	Quest Merchant Services Pty Ltd	Merchant fees February 2025	11.00	27,633.65
3604	5/03/2025	National Australia Bank	Credit card transactions February 2025	18,105.75	45,739.40
3605	17/01/2025	Aware Super	Superannuation - extraordinary payment 17/01/2025	235.33	45,974.73
3606	17/01/2025	TWU Superannuation Fund	Superannuation - extraordinary payment 17/01/2025	2,222.55	48,197.28
3607	24/01/2025	Australian Retirement Trust	Superannuation - PPE 21/01/2025	864.06	49,061.34
3608	24/01/2025	Australian Super	Superannuation - PPE 21/01/2025	5,984.38	55,045.72
3609	24/01/2025	Aware Super	Superannuation - PPE 21/01/2025	10,998.30	66,044.02

ORDINARY COUNCIL MEETING MINUTES

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Accounts for Payment - February to March 2025

Transaction	Date	Name	Item	Payment by Delegated Authority	Balance
3610	24/01/2025	Construction and Building Unions Superann	Superannuation - PPE 21/01/2025	623.64	66,667.66
3611	24/01/2025	Host Plus	Superannuation - PPE 21/01/2025	1,348.71	68,016.37
3612	24/01/2025	MTAA Superannuation Fund	Superannuation - PPE 21/01/2025	659.61	68,675.98
3613	24/01/2025	MyNorth Super	Superannuation - PPE 21/01/2025	307.68	68,983.66
3614	24/01/2025	Rest Superannuation	Superannuation - PPE 21/01/2025	652.05	69,635.71
3615	24/01/2025	The Trustee for Mercer Super Trust	Superannuation - PPE 21/01/2025	182.17	69,817.88
3616	24/01/2025	Wealth Personal Superannuation	Superannuation - PPE 21/01/2025	253.78	70,071.66
3617	03/02/2025	Shire Of Leonora	Duplicate payment of liabilities: PPE 23/12/2025 - to be refunded	2,172.14	72,243.80
3618	05/02/2025	Australian Retirement Trust	Superannuation - PPE 03/02/2025	1,295.61	73,539.41
3619	05/02/2025	Australian Super	Superannuation - PPE 03/02/2025	7,206.57	80,745.98
3620	05/02/2025	Aware Super	Superannuation - PPE 03/02/2025	10,718.72	91,464.70
3621	05/02/2025	Construction and Building Unions Superann	Superannuation - PPE 03/02/2025	649.30	92,114.00
3622	05/02/2025	Host Plus	Superannuation - PPE 03/02/2025	1,510.34	93,624.34
3623	05/02/2025	MTAA Superannuation Fund	Superannuation - PPE 03/02/2025	671.59	94,295.93
3624	05/02/2025	MyNorth Super	Superannuation - PPE 03/02/2025	327.87	94,623.80
3625	05/02/2025	Rest Superannuation	Superannuation - PPE 03/02/2025	596.12	95,219.92
3626	05/02/2025	The Trustee for Mercer Super Trust	Superannuation - PPE 03/02/2025	207.26	95,427.18
3627	05/02/2025	Wealth Personal Superannuation	Superannuation - PPE 03/02/2025	151.29	95,578.47
3628	19/02/2025	Australian Retirement Trust	Superannuation - PPE 17/02/2025	1,208.08	96,786.55
3629	19/02/2025	Australian Super	Superannuation - PPE 17/02/2025	6,604.28	103,390.83
3630	19/02/2025	Aware Super	Superannuation - PPE 17/02/2025	10,876.94	114,267.77
3631	19/02/2025	Construction and Building Unions Superann	Superannuation - PPE 17/02/2025	649.30	114,917.07
3632	19/02/2025	Host Plus	Superannuation - PPE 17/02/2025	1,509.72	116,426.79
3633	19/02/2025	MTAA Superannuation Fund	Superannuation - PPE 17/02/2025	665.03	117,091.82
3634	19/02/2025	MyNorth Super	Superannuation - PPE 17/02/2025	301.25	117,393.07
3635	19/02/2025	Rest Superannuation	Superannuation - PPE 17/02/2025	692.58	118,085.65
3636	19/02/2025	The Trustee for Mercer Super Trust	Superannuation - PPE 17/02/2025	50.01	118,135.66
3637	19/02/2025	Wealth Personal Superannuation	Superannuation - PPE 17/02/2025	237.51	118,373.17
3638	07/03/2025	Australian Retirement Trust	Superannuation - PPE 03/03/2025	1,265.27	119,638.44
3639	07/03/2025	Australian Super	Superannuation - PPE 03/03/2025	6,053.58	125,692.02
3640	07/03/2025	Aware Super	Superannuation - PPE 03/03/2025	13,022.35	138,714.37

ORDINARY COUNCIL MEETING MINUTES

Accounts for Payment - February to March 2025

Transaction	Date	Name	Item	Payment by Delegated Authority	Balance
3641	07/03/2025	Construction and Building Unions Superann	Superannuation - PPE 03/03/2025	649.30	139,363.67
3642	07/03/2025	Host Plus	Superannuation - PPE 03/03/2025	1,485.96	140,849.63
3643	07/03/2025	MTAA Superannuation Fund	Superannuation - PPE 03/03/2025	751.16	141,600.79
3644	07/03/2025	MyNorth Super	Superannuation - PPE 03/03/2025	294.37	141,895.16
3645	07/03/2025	Rest Superannuation	Superannuation - PPE 03/03/2025	702.45	142,597.61
3646	07/03/2025	The Trustee for Mercer Super Trust	Superannuation - PPE 03/03/2025	36.43	142,634.04
3647	07/03/2025	Wealth Personal Superannuation	Superannuation - PPE 03/03/2025	237.51	142,871.55
GRAND TOTAL				\$142,871.55	

ORDINARY COUNCIL MEETING MINUTES

Accounts for Payment - February - March 2025

Shire of Leonora					
Monthly Report – List of Accounts Paid by Delegated Authority					
Submitted to Council on the 18th March 2025					
Batch Payments 251, 252, 253, 254 and 255 totalling \$905,933.48 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.					
CHIEF EXECUTIVE OFFICER					
Batch Ref	Date	Name	Item	Payment by delegated Authority	Balance
8P251.01	31/01/2025	Adaptalift Group	New forklift	53,736.32	53,736.32
8P251.02	31/01/2025	AFGRI Equipment Australia Pty Ltd	Filters and testing kits for grader P2515	3,913.87	57,650.19
8P251.03	31/01/2025	All Workwear	Staff uniforms	1,696.75	59,346.94
8P251.04	31/01/2025	Arc Brows and Co	Job Support Hub training course - Brow and lash lift	9,600.00	68,946.94
8P251.05	31/01/2025	Ausmon Resources Limited	Rates refund #5786 & #5787	156.95	69,103.89
8P251.06	31/01/2025	Bidfood Kalgoorlie	Catering and Consumables Hoover House	618.14	69,722.03
8P251.07	31/01/2025	Bigfoot Contracting	Bowls Club Building Cleaning	385.00	70,107.03
8P251.08	31/01/2025	BOC Limited	Nitrogen for medical centre	29.92	70,136.95
8P251.09	31/01/2025	Bunnings Building Supplies Pty Ltd	Building and maintenance supplies for depot and Hoover House	1,356.54	71,493.49
8P251.10	31/01/2025	Canine Control	Ranger services 19th to 21st January 2025	4,543.00	76,036.49
8P251.11	31/01/2025	Central Hotel	Catering and Consumables for multiple functions	9,321.00	85,357.49
8P251.12	31/01/2025	Coolgardie Tyre Service	Tyres for plant equipment	5,511.00	90,868.49
8P251.13	31/01/2025	Coyles Mower & Chainsaw Centre	Replacement blades and spark plugs	246.00	91,114.49
8P251.14	31/01/2025	Eagle Petroleum (WA) Pty Ltd	Diesel Fuel - Bulk - 15000L @ \$1.6646 p/l	27,465.90	118,580.39
8P251.15	31/01/2025	Elite Gym Hire	Monthly gym equipment hire	2,207.89	120,788.28
8P251.16	31/01/2025	Executive Media Pty Ltd	Advertising in Caravanning Australia Autumn 2025	1,150.00	121,938.28
8P251.17	31/01/2025	Freo Group Pty Ltd.	Crane hire to remove piping alongside Winder Shed.	638.53	122,576.81
8P251.18	31/01/2025	Genesis Minerals (Leonora)	Catering for CRC Events	1,336.45	123,913.26
8P251.19	31/01/2025	Harvey Norman AV/IT Kalgoorlie	Microwave for Hoover House Cafe	311.00	124,224.26
8P251.20	31/01/2025	Home Migration Services	Visa sponsorship for LELC staff	7,700.00	131,924.26
8P251.21	31/01/2025	Horizon Power	Power and supply charges admin	829.08	132,753.34
8P251.22	31/01/2025	Jim Epis -	Rates refund #2788 & #4596	494.74	133,248.08
8P251.23	31/01/2025	Kalgoorlie Boulder Chamber of Commerce	Membership of the Chambers December 2024- November 2025	418.00	133,666.08
8P251.24	31/01/2025	Kalgoorlie Paint Centre	Timber oil and road paint	931.81	134,597.89
8P251.25	31/01/2025	Landgate	Mining tenements	54.30	134,652.19
8P251.26	31/01/2025	Leonora Village.	Accommodation for face painter	286.00	134,938.19
8P251.27	31/01/2025	Luck Thai Cleaning	Cleaning of shire buildings	7,944.75	142,882.94
8P251.28	31/01/2025	Mara Crann Pty Ltd	Repair to CEO House Foundation	66,768.96	209,651.90
8P251.29	31/01/2025	McMahon Burnett Transport	Freight for HH supplies	94.93	209,746.83
8P251.30	31/01/2025	Modern Teaching Aids Pty Ltd	Cleaning supplies for LELC	259.22	210,006.05
8P251.31	31/01/2025	Monarch Ventures Pty Ltd	Roadwork maintenance - Pot hole patching	19,079.50	229,085.55

ORDINARY COUNCIL MEETING MINUTES

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Accounts for Payment - February - March 2025

Batch Ref	Date	Name	Item	Payment by delegated Authority	Balance
BP251.32	31/01/2025	Motor Pass	Motor pass fuel transactions	1,718.36	230,803.91
BP251.33	31/01/2025	Netlogic Information Technology	Computer consulting and supply of computers	30,472.30	261,276.21
BP251.34	31/01/2025	Nomad Plumbing	Various plumbing jobs for shire buildings	8,495.06	269,771.27
BP251.35	31/01/2025	Northern Goldfields Electrical Pty Ltd	Various electrical works for shire buildings	7,243.05	277,014.32
BP251.36	31/01/2025	Northern Star Resources Ltd-	Refund of rates	733.11	277,747.43
BP251.37	31/01/2025	Office National Kalgoorlie	Stationery supplies for LELC, admin, CRC, depot and medical centre	1,035.58	278,783.01
BP251.38	31/01/2025	Office of the Auditor General	Fee for the audit for year ended 30th June 2024	82,830.00	361,613.01
BP251.39	31/01/2025	OWNA Corp Pty Ltd	Premium app subscription for LELC 12 months	360.00	361,973.01
BP251.40	31/01/2025	Patronus Resources Limited-	Rates refund #4916	563.43	362,536.44
BP251.41	31/01/2025	PFD Food Services Pty Ltd	Catering and Consumables Hoover House	1,254.30	363,790.74
BP251.42	31/01/2025	Pier Street Medical	Medical for depot staff	108.00	363,898.74
BP251.43	31/01/2025	Resources Trading	Tools and accessories for depot	814.23	364,712.97
BP251.44	31/01/2025	Royal Life Saving (WA Branch)	Watch Around Water 3 year registration	440.00	365,152.97
BP251.45	31/01/2025	Sigma Chemicals	Pool cleaners and freight	6,182.00	371,334.97
BP251.46	31/01/2025	Signature Security Group	Security Monitoring - Bowls Club	136.36	371,471.33
BP251.47	31/01/2025	Smartsheet Inc	Smartsheet user Licence annual subscription	4,400.00	375,871.33
BP251.48	31/01/2025	Supagas Pty Ltd	Annual container rental charges	99.00	375,970.33
BP251.49	31/01/2025	Tanaye Adams.	Christmas Lights 24 - 2nd place	375.00	376,345.33
BP251.50	31/01/2025	Team Global Express Pty Ltd	Freight for admin	51.24	376,396.57
BP251.51	31/01/2025	Teletrac Navman	Monthly satellite tracking and access	1,282.44	377,679.01
BP251.52	31/01/2025	Telstra	Phone and internet charges for shire buildings	4,382.35	382,061.36
BP251.53	31/01/2025	Tennant Australia	Parts for grader P2360	198.00	382,259.36
BP251.54	31/01/2025	Terry Sargent	Contract Health Surveyor December - January	11,836.80	394,096.16
BP251.55	31/01/2025	Vanguard Print	Freight and handling of Northern Goldfields maps and brochures 2024/25	74.50	394,170.66
BP251.56	31/01/2025	Water Corporation	Water and supply charges for shire buildings	39,714.88	433,885.54
BP251.57	31/01/2025	Xstra Group Pty Ltd	PLAX Hosting, Provision and Support per Extension and Rental Service per Month for CRC	502.68	434,388.22
BP251.58	31/01/2025	Zandra Comstive.	Christmas Lights 24 - 2nd place	375.00	434,763.22
Total - Batch Payment 251				434,763.22	
BP252.01	12/02/2025	Altus Planning	Service Provision - Town Planning Expenses 2024/25	334.13	334.13
BP252.02	12/02/2025	Canine Control	Ranger services	4,752.72	5,086.85
BP252.03	12/02/2025	Council First Pty Ltd	Council First implementation	16,931.75	22,018.60
BP252.04	12/02/2025	Flex Industries Pty Ltd	Filters for Mack Truck	2,557.44	24,576.04
BP252.05	12/02/2025	Goldfields Controlled Waste.	Pump out pool 26 Queen Vic	11,286.00	35,862.04
BP252.06	12/02/2025	KleenWest	Cleaning supplies and equipment for all shire buildings	2,462.28	38,324.32
BP252.07	12/02/2025	Moore Australia	BAS lodgement and financial activity statement preparation	4,125.00	42,449.32
BP252.08	12/02/2025	Pilbara Environmental	Gwalia Cactus Eradication Spring 2024	27,208.00	69,657.32
Total - Batch Payment 252				69,657.32	

ORDINARY COUNCIL MEETING MINUTES

18 MARCH 2025

Accounts for Payment - February - March 2025

Batch Ref	Date	Name	Item	Payment by delegated Authority	Balance
8P253.01	17/02/2025	Australian Taxation Office	BAS January 2025	25,573.00	25,573.00
8P253.02	17/02/2025	Bigfoot Contracting	Bowls Club Building Cleaning	330.00	25,903.00
8P253.03	17/02/2025	Canine Control	Ranger services	4,543.00	30,446.00
8P253.04	17/02/2025	Horizon Power	Power and supply charges for streetlights and recreation centre	11,406.80	41,852.80
8P253.05	17/02/2025	Moore Australia	Consulting for risk management, statutory registers and compliance support	1,233.88	43,086.68
8P253.06	17/02/2025	Nicholas Justin Gahan	Reimbursement for safety glasses	480.00	43,566.68
8P253.07	17/02/2025	Perth Traffic Training	Traffic Training courses hosted through Job Support Hub	8,900.00	52,466.68
8P253.08	17/02/2025	Sai Global	Food Safe Standards Subscription	3,103.07	55,569.75
Total - Batch Payment 253				55,569.75	
8P254.01	21/02/2025	Air Liquide W.A. Ltd	Monthly container fee	26.06	26.06
8P254.02	21/02/2025	ALU Glass	Replacement glass shelves for Hoover House cabinets	396.00	422.06
8P254.03	21/02/2025	Australian Airport Association	Annual membership to the Australian Airports Association 1 July 2024 - 30 June 2025	3,080.00	3,502.06
8P254.04	21/02/2025	Australian Venture Consultants Pty Ltd	GVROC Project Participation	27,500.00	31,002.06
8P254.05	21/02/2025	AYA Group Pty Ltd	Consumables for LELC, Hoover House, admin, CRC and youth centre	5,395.30	36,397.36
8P254.06	21/02/2025	Bidfood Kalgoorlie	Catering and consumables for Hoover House	1,490.41	37,887.77
8P254.07	21/02/2025	BOC Limited	Oxygen for depot and medical centre	139.77	38,027.54
8P254.08	21/02/2025	Bookeasy Australia Pty Ltd	Room Manager monthly service	84.70	38,112.24
8P254.09	21/02/2025	Bracklemann Deli	Catering for Australia Day 2025	4,078.00	42,190.24
8P254.10	21/02/2025	Bunnings Building Supplies Pty Ltd	Water filtration systems and reticulation supplies	2,801.77	44,992.01
8P254.11	21/02/2025	CHRONICLE RIP PTY LTD	Chronicle cemetery management solution & software 1 year	13,083.40	58,075.41
8P254.12	21/02/2025	Coolgardie Tyre Service	Tyres for plant equipment	2,689.50	60,764.91
8P254.13	21/02/2025	Council First Pty Ltd	Council First implementation	23,240.25	84,005.16
8P254.14	21/02/2025	CyberSecure Pty Limited	Monthly data protection for the 2024/25 Financial year	632.50	84,637.66
8P254.15	21/02/2025	E. Fire and Safety	Inspection and service of safety equipment throughout shire	3,318.15	87,955.81
8P254.16	21/02/2025	Eagle Petroleum (WA) Pty Ltd	Fuel card transactions January 2025	301.55	88,257.36
8P254.17	21/02/2025	Genesis Electronic Security Pty Ltd	Alarm monitoring at CRC	572.00	88,829.36
8P254.18	21/02/2025	GTN Services	Fleet servicing	1,732.54	90,561.90
8P254.19	21/02/2025	Hames Sharley	Shire of Leonora Strategic Planning - GM & RAMS	4,148.38	94,710.28
8P254.20	21/02/2025	Harvey Norman AV/IT Kalgoorlie	Appliance for SMQ and fridge for LELC	1,688.00	96,398.28
8P254.21	21/02/2025	Harvey Norman Bedding Kalgoorlie	Bedroom furniture for SMQ	4,625.00	101,023.28
8P254.22	21/02/2025	Harvey Norman Furniture Kalgoorlie	Household furniture for SMQ	2,996.00	104,019.28
8P254.23	21/02/2025	Horizon Power	Power and supply charges shire buildings	21,562.89	125,582.17
8P254.24	21/02/2025	IGO Newsearch Pty Ltd	Rates Reimbursement IGO Newsearch	2,989.07	128,571.24

ORDINARY COUNCIL MEETING MINUTES

Accounts for Payment - February - March 2025

Batch Ref	Date	Name	Item	Payment by delegated Authority	Balance
BP254.25	21/02/2025	KleenWest	Cleaning supplies - remaining balance	205.08	128,776.32
BP254.26	21/02/2025	Lambron Contracting Pty Ltd.	Hose to repair street sweeper	309.25	129,085.57
BP254.27	21/02/2025	Landgate	Annual subscription, GRV & mining schedules	2,772.97	131,858.54
BP254.28	21/02/2025	Leonora Motor Inn	Accommodation for trainers through JSH	850.00	132,708.54
BP254.29	21/02/2025	Leonora Painting Services	Food Van Cafe - Paint residence interior	3,850.00	136,558.54

ORDINARY COUNCIL MEETING MINUTES

RECOMMENDATIONS

1. That Council approves the return of \$200,000.00 to the Department of Social Services (DSS) as per their formal request, in accordance with the terms and conditions of the original grant agreement.

VOTING REQUIREMENT

Absolute Majority

SIGNATURE



Manager Community Service

COUNCIL DECISION

Moved: Cr AE Taylor

Seconder: Cr RA Norrie

1. That Council approves the return of \$200,000.00 to the Department of Social Services (DSS) as per their formal request, in accordance with the terms and conditions of the original grant agreement.

CARRIED BY ABSOLUTE MAJORITY (7 VOTES TO 0)

*For; Cr PJ Craig, Cr RA Norrie, Cr RM Cotterill,
Cr AE Taylor, Cr LR Petersen, Cr TM Nardone, Cr F Harris*

ORDINARY COUNCIL MEETING MINUTES

accordance with the funding agreement requirements, DSS has requested that the Shire of Leonora return the full grant amount of \$200,000.00.

STAKEHOLDER ENGAGEMENT

Nil

STATUTORY ENVIRONMENT

The issuance and subsequent cancelation of the grant is dealt with under Commonwealth Law and the terms of the agreement.

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

This expenditure qualifies as unbudgeted expenditure, as it involves the return of funds to the Department of Social Services (DSS). Consequently, a budget amendment of \$200,000.00 will be required for Account E112001 to reflect this transaction.

The Shire had not expended any of the funds as final approval from DSS had not been received.

STRATEGIC IMPLICATIONS

Nil

RISK MANAGEMENT

The return of funds to the Department of Social Services (DSS) presents a potential reputational risk to the Shire, particularly in terms of community perception. There may be concerns from residents regarding the loss of funding originally intended to support local programs and initiatives.

ORDINARY COUNCIL MEETING MINUTES

10.0 REPORTS

10.4 MANAGER OF COMMUNITY SERVICES

10.4.(A) WOMENS GROUP (NYUNNGAKU WOMEN'S COMMUNITY HUB) GRANT

SUBMISSION TO: Ordinary Council Meeting
Meeting Date: 18th March 2025

AGENDA REFERENCE: 10.4.(A) MAR 25

SUBJECT: Womens Group (Nyunngaku Women's Community Hub) Grant

LOCATION/ADDRESS: Leonora

NAME OF APPLICANT: Shire of Leonora

FILE REFERENCE: 5.2.9

AUTHOR, DISCLOSURE OF ANY INTEREST AND DATE OF REPORT

NAME: Alex Baxter

OFFICER: Manager Community Services

INTEREST DISCLOSURE: Nil

DATE: 12th March 2025

SUPPORTING DOCUMENTS: 1. Executed Grant Agreement (confidential)

BACKGROUND

In June 2023, the Department of Social Services (DSS) approved an application of \$200,000.00 to the Community-Led Support Fund by Nyunngaku Women's Group, to support the facilitation of community-based activities and programs by the Group. Initially, the Shire of Leonora was to act as the auspice body, overseeing the financial and administrative management of the grant to facilitate the Group's intended programs. These activities were designed to support the community through a range of youth programs, arts and crafts initiatives, and wellbeing-focused services. Due to governance matters the Shire declined to auspice the funds on behalf of Nyunngaku.

The Shire acted in accordance with the Local Government Act when requesting that Nyunngaku implement an appropriate governance structure. Subsequently, a member of the group resigned and the remaining members of the group did not wish to progress the application. The Shire directly managing the grant was then supported. It should be noted that the Nyunngaku name is no longer associated with the Women's Wellbeing Community Hub.

DSS subsequently engaged in discussions with the Shire of Leonora regarding the potential continuation of the grant-funded activities under the Shire's direct management. These discussions aimed to ensure the effective delivery of the original programs while maintaining compliance with the grant's objectives and intended community benefits.

However, upon further review of the terms and conditions of the grant agreement, as well as the specific guidelines governing its administration, DSS has formally advised the Shire of Leonora that changes to the designated provider of these activities cannot be approved. As a result, and in

ORDINARY COUNCIL MEETING MINUTES

Accounts for Payment - January - February 2025

Shire of Leonora					
Monthly Report – List of Accounts Paid by Delegated Authority					
Submitted to Council on the 18th March 2025					
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 \$380,797.51					
CHIEF EXECUTIVE OFFICER					
Cheque	Date	Name	Item	Payment by Delegated Authority	Balance
PPE15012025	15/01/2025	Shire of Leonora	Salaries and Wages PPE 15/01/2025	7,866.44	7,866.44
PPL15012025	15/01/2025	Shire of Leonora	Payroll Liabilities PPE 15/01/2025	75.00	7,941.44
PPE03022025	04/02/2025	Shire of Leonora	Salaries and Wages PPE 03/02/2025	123,329.26	131,270.70
PPL03022025	10/02/2025	Shire of Leonora	Payroll Liabilities PPE 03/02/2025	2,107.14	133,377.84
PPE17022025	18/02/2025	Shire of Leonora	Salaries and Wages PPE 17/02/2025	118,902.85	252,280.69
PPL17022025	21/02/2025	Shire of Leonora	Payroll Liabilities PPE 17/02/2025	2,257.89	254,538.58
PPE03032025	04/03/2025	Shire of Leonora	Salaries and Wages PPE 03/03/2025	124,281.79	378,820.37
PPL03032025	05/03/2025	Shire of Leonora	Payroll Liabilities PPE 03/03/2025	1,977.14	380,797.51
GRAND TOTAL				380,797.51	

ORDINARY COUNCIL MEETING MINUTES

10.0 REPORTS

10.4 MANAGER OF COMMUNITY SERVICES

10.4.(B) PURCHASE OF FREEHOLD TITLE FOR LOT 84 TOWER STREET

SUBMISSION TO:	Ordinary Council Meeting Meeting Date: 18th March 2025
AGENDA REFERENCE:	10.4.(B) MAR 25
SUBJECT:	Purchase of Freehold Title for Lot 84 Tower Street
LOCATION/ADDRESS:	84 Tower Street Leonora
NAME OF APPLICANT:	Shire of Leonora
FILE REFERENCE:	6.4
AUTHOR, DISCLOSURE OF ANY INTEREST AND DATE OF REPORT	
NAME:	Alex Baxter
OFFICER:	Manager Community Services
INTEREST DISCLOSURE:	Nil
DATE:	11th March 2025
SUPPORTING DOCUMENTS:	<ol style="list-style-type: none">1. Business Case - 84 Tower Street2. Letter of Offer - 84 Tower Street, Leonora3. LAMU1226 - Contract of Sale - Lot 40 (84) Tower Street, Leonora

BACKGROUND

The Shire of Leonora has been engaged in ongoing discussions with the Department of Communities regarding the acquisition of Lot 84 Tower Street, Leonora. This site, formerly occupied by the Department of Child Protection Office, presented challenges in the purchase process due to contamination issues associated with asbestos and other governmental delays. Despite these complexities, the Shire remained committed to securing the property for the benefit of the local community.

In April 2024, the Shire submitted a business case to the Department of Communities, outlining a strategic vision for the future use of the lot. This proposal detailed plans to integrate Lot 84 Tower Street into a broader Youth and Recreation Precinct, complementing existing facilities such as the Leonora Recreation and Aquatic Centre and the Leonora Youth Centre. The business case demonstrated the Shire's commitment to enhancing community infrastructure and providing additional resources to support youth engagement and recreational opportunities.

Throughout the process, the Shire has worked closely with the Department, responding to requests for updates and providing further documentation as required. Following these deliberations, the Department of Communities has formally agreed to proceed with the sale of Lot 84 Tower Street to the Shire of Leonora. The transaction is set to be completed in accordance with the contract of sale, with the agreed purchase price of \$20,000.00 plus GST.

ORDINARY COUNCIL MEETING MINUTES

STAKEHOLDER ENGAGEMENT

Engagement with the Safer Leonora Working Group into the use of the lot.

STATUTORY ENVIRONMENT

The Local Government Act 1995 makes the following provision:

2.5. *Local governments created as bodies corporate*

- (1) *When an area of the State becomes a district, a local government is established for the district.*
- (2) *The local government is a body corporate with perpetual succession and a common seal.*
- (3) *The local government has the legal capacity of a natural person.*

POLICY IMPLICATIONS

This transaction is in accordance with the Shire of Leonora's Purchasing Policy A.2.7.

FINANCIAL IMPLICATIONS

This transaction has been incorporated into the Shire of Leonora's approved budget for the 2024/2025 financial year. Total expenditure is anticipated to be \$25,000.

STRATEGIC IMPLICATIONS

The proposed acquisition aligns with the Shire of Leonora's Plan for the Future, specifically Strategy 1.2.1 – Support Youth Engagement Activities and Strategy 1.2.1.2 – Seek to Increase Local Youth Services and Activities.

By incorporating Lot 84 Tower Street into the Youth and Recreation Precinct, the Shire aims to expand opportunities for youth participation, enhance access to recreational programs, and provide a dedicated space for community-driven initiatives that foster social connection, skill development, and wellbeing.

RISK MANAGEMENT

The development of the proposed Youth and Recreation Precinct presents financial risks to the Shire, particularly in relation to the costs associated with necessary site works, infrastructure improvements, and ongoing maintenance. Additionally, there are reputational risks should the Shire choose not to proceed with the project, as this may be perceived as a failure to deliver on strategic commitments to youth engagement.

ORDINARY COUNCIL MEETING MINUTES

RECOMMENDATIONS

1. That Council accepts the offer to purchase 84 Tower Street from the Department of Communities
2. Authorises the Chief Executive Officer to execute all necessary documents for the transaction to proceed.

VOTING REQUIREMENT

Absolute Majority

SIGNATURE

Manager Community Service

COUNCIL DECISION

Moved: Cr F Harris

Seconded: Cr RM Cotterill

1. That Council accepts the offer to purchase 84 Tower Street from the Department of Communities
2. Authorises the Chief Executive Officer to execute all necessary documents for the transaction to proceed.

CARRIED BY ABSOLUTE MAJORITY (7 VOTES TO 0)

*For; Cr PJ Craig, Cr RA Norrie, Cr RM Cotterill,
Cr AE Taylor, Cr LR Petersen, Cr TM Nardone, Cr F Harris*

Cr. Larnie Petersen declared an impartiality interest in item 10.5 (A) Leonora Village Liquor Licence Application on the grounds of 'Similar Business'.

AT 11:27am Cr. LR Petersen left the chambers.

AT 11:28am Apathail Kumpat, member of the public, re-entered the chambers.



Business Case 84

Tower Street Leonora

ORDINARY COUNCIL MEETING MINUTES



The acquisition of 84 Tower Street, Leonora, represents a strategic initiative to foster community development through the establishment of a comprehensive Youth and Recreation Precinct. This initiative is pivotal in addressing the need for enhanced community engagement and well-being among the youth of Leonora. The precinct will incorporate the Leonora Youth Centre alongside the Recreation and Aquatic Centre on the northern end of Tower Street, designed to offer a broad spectrum of activities and programs tailored to enrich the lives of young individuals and families within the community. 84 Tower Street offers an ideal opportunity for the expansion of the Youth and Recreation Precinct, due to its advantageous location adjacent to both the Youth Centre and the Recreation and Aquatic Centre. This proximity makes it a strategic choice for integrating and enhancing the precinct's offerings, creating a cohesive and comprehensive hub for youth engagement and community recreation.

This project underscores our commitment to creating a vibrant, inclusive, and healthy environment where young people can thrive, learn, and engage in a variety of recreational and educational activities. The Leonora Youth Centre will serve as a hub for youth development, offering programs that foster leadership, personal growth, and community involvement. Concurrently, the Recreation and Aquatic Centre will provide a facility for physical activities, sports, and wellness programs, promoting a healthy lifestyle among residents of all ages.

The initiative to establish a Youth and Recreation Precinct is in direct alignment with the strategic objectives set forth in item 1.2.1 of the Shire of Leonora's Strategic Community Plan, which prioritizes support for youth engagement initiatives and programs. This strategic alignment underscores the Shire's dedication to nurturing an environment that bolsters the active engagement and participation of young people within the community.

The planned development of a Youth and Recreation Precinct aligns seamlessly with the objectives of the Shire of Leonora's #SaferLeonora Plan. This strategic alignment underscores a commitment to not only enhancing community safety but also to fostering a nurturing environment for youth engagement and community well-being. The #SaferLeonora Plan, with its focus on creating safe, attractive, and inclusive environments, supports initiatives like the Youth and Recreation Precinct as essential components in achieving these goals. Such developments are pivotal in promoting active participation, enhancing public spaces, and contributing to the overall safety and quality of life within the community.

The Shire of Leonora demonstrates a strong commitment to advancing the development of the Youth and Recreation Precinct. This dedication is evidenced by their proactive approach to identifying and obtaining funding through various grants and financial avenues when available. Such efforts are undertaken with the vision of ensuring the project moves forward

ORDINARY COUNCIL MEETING MINUTES



effectively. Importantly, this initiative is bolstered by the invaluable assistance and guidance provided by the SaferLeonora Working Group. The working group involvement ensures that the expansion is not just about enlarging physical space but also about enriching the area to become a more vibrant and attractive precinct. This strategic focus aims to create an environment that encourages community engagement, supports youth initiatives, and enhances the overall quality of life for residents, aligning with broader goals of community development and well-being.

The rationale for acquiring 84 Tower Street at below market value centres not on financial considerations but rather on the substantial benefits the acquisition will bring to the community, particularly the youth of Leonora. These concessions acknowledge that the true return on this investment should be assessed through the lens of long-term community enhancements rather than immediate financial profitability.

The anticipated benefits of this project are extensive and include fostering better health outcomes, strengthening social cohesion, and providing a dedicated space for young people to engage and connect. Such outcomes are crucial for the holistic development of the community and support the argument that the intrinsic value of these social returns justifies the acquisition at a reduced price.

Therefore, the proposed acquisition of 84 Tower Street at a discounted rate is not only justified but necessary to achieve these community-oriented goals. This approach underscores a commitment to prioritizing community well-being and development over short-term economic gains, aligning with broader objectives to support and enhance the lives of the residents of Leonora, especially its younger population.

The Shire of Leonora has undertaken comprehensive stakeholder engagement regarding the proposed acquisition of 84 Tower Street. This process included informal consultations with local youth, who expressed strong support for the project, highlighting its potential to positively impact their community. Additionally, formal discussions were held with the SaferLeonora Working Group, a coalition of community stakeholders. Consensus was reached among all members of this group, affirming that the integration of 84 Tower Street into a youth precinct would significantly benefit the community at large. These engagements underscore the broad-based support for the initiative, reinforcing its relevance and anticipated positive outcomes for Leonora's residents.

The Shire of Leonora is dedicated to the establishment of the Youth Precinct and is actively pursuing various funding avenues to support this initiative. These funding sources include local mining companies, state and federal government contributions, external funding bodies like Lotterywest, and allocations from the Shire of Leonora itself.

Currently, detailed design work for the site has not been completed, which means that precise cost estimates for the project are yet to be determined. Once the design phase is

ORDINARY COUNCIL MEETING MINUTES



finalised, a comprehensive cost assessment will be conducted, providing a clearer financial outline for the proposed developments. This step is crucial for securing the necessary funds and for transparent communication with all stakeholders involved in the project.

In conclusion, the acquisition and subsequent inclusion of a developed 84 Tower Street into a Youth and Recreation Precinct represent a forward-thinking and strategic investment in the future of Leonora. This initiative is perfectly aligned with the Shire of Leonora's broader objectives of enhancing community engagement, safety, and well-being, as articulated in the Strategic Community Plan and the #SaferLeonora Plan. By fostering an inclusive, vibrant, and healthy environment, this project is set to make a significant impact on the lives of Leonora's youth and the broader community.

ORDINARY COUNCIL MEETING MINUTES



Department of Planning,
Lands and Heritage

Our ref: LAMU1226 / 2301412
Enquiries: Alexandria Della-Franca
Contact: (08) 6551 9076
alexandria.dellafranca@dph.wa.gov.au

11 March 2025

Alex Baxter
Shire of Leonora
16 Tower Street
Leonora WA 6438

Via email: alex.baxter@leonora.wa.gov.au

Dear Sir,

OFFER OF SALE: LOT 40 ON DEPOSITED PLAN 222749 – SHIRE OF LEONORA

The Minister for Lands (Minister) acting under section 86 of the *Land Administration Act 1997 (LAA)* agrees to the sale of Lot 40 on Deposited Plan 222749 (Land) to you for the purchase price of **\$22,000.00** (including GST), subject to the terms and conditions of sale.

If you wish to purchase this Land, the enclosed Contract of Sale must be signed where indicated. Please refer to the enclosed 'How to sign Contract of Sale' example sheet to assist in signing correctly. In addition, please ensure you also sign and date the section that states 'A copy of the Conditions has been received by the Purchaser/s' as this acknowledges that you have read the attached Conditions of Sale and will abide by them.

You will also need to inform us of your Conveyancer (Settlement Agent/Solicitor) by completing the details on the Contract of Sale.

Please return the original, executed Contract of Sale (together with all Conditions as annexed to the Contract of Sale) to the Department of Planning, Lands and Heritage, Locked Bag 2506, Perth WA 6001 before 10 June 2025] and arrange for payment of the fees listed below (Fees Payable):

Item	\$
Document preparation fee	\$1,469.00
Document registration fee	\$210.30
Deposit (being 10% of the Purchase Price)	\$2,000.00
TOTAL	\$3,679.30

Please refer to the payment options available at page 2 for method of payment.

On receipt of the signed Contract of Sale and payment of the Fees Payable, the Contract of Sale will then be submitted for signing on behalf of the Minister under delegated authority pursuant to Section 9 of the *Land Administration Act 1997*. [The signed Contract will then be forwarded to your nominated Conveyancer, advising details of settlement].

Postal address Locked Bag 2506, Perth WA 6001 Street address 140 William Street Perth WA 6000
Tel: (08) 6551 8002 info@dph.wa.gov.au www.dph.wa.gov.au
ABN 68 565 723 484
WA 6000 2025

ORDINARY COUNCIL MEETING MINUTES

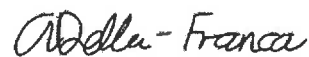
2

Please note that by the terms of the Conditions of Sale, you are obliged to pay any GST applicable to this transaction. Please refer to the first page of the Contract of Sale, which mentions the GST, as well as Clause 16 of the Conditions of Sale.

Please note that this offer will remain valid until 10 June 2025, after which it may be subject to a review.

Should you have any enquires about this matter, please do not hesitate to contact me.

Yours sincerely



Alexandria Della-Franca,

A/Senior State Land Officer, Land Divestment

Land Use Management

11 March 2025

PAYMENT OPTIONS		
	By Bpoint	www.bpoint.com.au/ Biller Code: 1002614 Enter as required; a) SALE-001430
	By Electronic Funds Transfer	Account Name: Department of Planning, Lands and Heritage BSB: 066 040 Account Number: 19 903 039 Ref: SALE-001430
	By Credit Card	Please telephone (08) 6552 4403

ORDINARY COUNCIL MEETING MINUTES



Department of Planning,
Lands and Heritage

DEPARTMENT OF PLANNING, LANDS AND HERITAGE (Department)
CONTRACT OF SALE

The Purchaser offers to purchase the Land for an estate in fee simple at the Purchase Price and on the other terms set out in the particulars below and subject to the conditions set out below.

PARTICULARS

Description of Land

DISTRICT/TOWNSITE	LOT/LOC No.	CLT	VOLUME	FOLIO
Leonora	Lot 40 on Deposited Plan 222749	CT	1012	616

Street Address (if applicable)

NUMBER AND STREET	TOWN/CITY	POSTCODE
84 Tower Street	Leonora	6438

Purchaser's Details

FULL NAME (including ABN if applicable)

* Shire of Leonora (ABN 15 961 454 076)

ADDRESS:

* 16 Tower Street Leonora, WA 6438

If more than one purchaser: ☐ joint tenants ☐ tenants in common (in equal shares unless otherwise stated).

Vendor's Agent (If not the Department)

State of Western Australia

Purchase Price

\$ 20,000.00

GST

\$ 2,000.00

GST

Total

\$ 22,000.00

Deposit

\$ 2,000.00

payable is: (Please tick appropriate box)

☐ calculated under the Margin Scheme (if this box is selected the Purchaser and the Vendor agree that for the purposes of the GST Act, the supply of the Land is made under the Margin Scheme);

☒ calculated at 10% of the Purchase Price; or

☐ not applicable.

Purchaser's Conveyancer

* NAME

* ADDRESS

* TELEPHONE NO

FACSIMILE NO.

Gordon Stephenson House, 140 William Street Perth Western Australia 6000 Locked Bag 2506 Perth Western Australia 6000
Telephone (08) 6551 8002 Facsimile (08) 6118 8116 Freecall: 1800 735 784 (Country only)
Email: info@dplh.wa.gov.au Website: www.dplh.wa.gov.au
ABN: 68 565 723 484

ORDINARY COUNCIL MEETING MINUTES

18 MARCH 2025

CONDITIONS

1. Acceptance of this offer will be sufficiently communicated to the Purchaser if verbal or written notification is given by the Department to the Purchaser that the acceptance has been signed by, or on behalf of, the Vendor.
2. The Department of Planning, Lands and Heritage Conditions for the Sale of Crown Land (the "Conditions") annexed to this Contract shall be incorporated into and form part this Contract to the extent that the Conditions are not varied by or inconsistent with the express conditions below.
3. For the purposes of clause 15.1(a)(i) of the Conditions the party to whom notices for the Vendor should be given is: Manager Land Divestment, Land Use Management and the fax number is: (08) 6552 4417.
4. At the date of this contract, the Department is the Department of Planning, Lands and Heritage of level 2, 140 William Street, Perth WA 6000.

For express conditions varying the Conditions please see Schedule 1 attached to this Contract.

.....
SIGNED by the Purchaser/s

Witness

Date

____/____/____

____/____/____

____/____/____

SIGNED by the Purchaser by its director(s) in accordance with s127 of the Corporations Act 2001 (Cth)

Date

____/____/____

Director

____/____/____

Director/Secretary

The Minister for Lands acting for and on behalf of the State of Western Australia accepts the above offer in accordance with the Conditions.

SIGNED by an authorised officer for and on behalf of the Minister for Lands by delegated authority under section 9 of the *Land Administration Act 1997*.

Officer Signature

Witness Signature

Name, Classification level

Name, Classification level

Position title, Division

Position title, Division

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Department of Planning, Lands and Heritage

____/____/____
Date

Department of Planning, Lands and Heritage

____/____/____
Date

A copy of the Conditions has been received by the Purchaser/s.

Date ____/____/____

Date ____/____/____

Date ____/____/____

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SCHEDULE 1
EXPRESS CONDITIONS

The following express conditions (**Express Conditions**) form part of this Contract.

1. Inconsistency

For the avoidance of doubt, the Vendor and the Purchaser acknowledge that:

- 1.1 In the event of any inconsistency between the Express Conditions and the Conditions, the Express Conditions prevail; and
- 1.2 Defined terms in the Conditions apply to the Express Conditions.

2. GST Withholding

"GST Withholding Annexure" forms part of this Contract.

3. Replacement of clause 9.1 of the Conditions

- 3.1 Clause 9.1 of the Conditions is deleted and replaced with the following:

"9.1. PURCHASER'S ACKNOWLEDGMENT

The Purchaser acknowledges and agrees that, except as disclosed in these Conditions:

- (a) no warranty or representation has been given or made to the Purchaser or anyone on the Purchaser's behalf by the Vendor, the Minister, the Vendor's Agent or any agent, employee or contractor of the Department or any other person on the Vendor's or Minister's behalf including, without limitation, in relation to:
 - (i) the title to the Land;
 - (ii) any Encumbrance, restriction or right in favour or any third party affecting the Land;
 - (iii) the condition or state of repair of the Land or any part of the Land;
 - (iv) the suitability of the Land for any use or purpose of any kind;
 - (v) the fences (if any) purporting to be on the boundaries of the Land are in fact on the proper boundaries of the Land; or
 - (vi) the compliance of the Land with any laws or regulations.
- (b) any representation or warranty implied by virtue of any statute or otherwise will not apply to, or be implied in, these Conditions or the Contract and any such representation or warranty is excluded to the extent permitted by law;
- (c) the Land is sold as it stands with all existing faults, defects or characteristics whether they are apparent or ascertainable on inspection or not and without any obligation on the Vendor to disclose or particularise any faults, defects or characteristics known to the Vendor;
- (d) the Purchaser is purchasing and is deemed to purchase in reliance on the Purchaser's own inspection of, and enquiries in relation to, the Land;
- (e) the Vendor will not be liable under any circumstances to make any allowance or compensation to the Purchaser nor will the Purchase Price be affected by the exclusion of warranties or representations in this clause or for any fault, defect or characteristic in the Land;
- (f) this clause will apply despite the contents of any brochure, document, letter or publication made, prepared or published by, or any conduct by, the Department or by any other person with the express or implied authority of the Department;

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- (g) any brochure, document, letter, publication or conduct referred to in clause 9.1(f) is provided or done in good faith, and is not for the benefit of the Purchaser;
- (h) the Vendor is not liable for, and is not obliged to rectify, any defects in the Land (including any defects in any buildings or other improvements on the Land) and the Purchaser releases the Vendor and the Vendor's Agent from any liability for any defects;
- (i) the Purchaser has no right to make, and will not make, any claims against the Vendor for, and releases the Vendor from any liability associated with, the condition, safety, fitness for purpose or state of repair of any buildings and all other improvements and fixtures on, in and/or under the Land and any other items located on, in and/or under the Land or any restrictions or prohibitions on the development of the Land."

4. Road Transport Noise

The Purchaser hereby acknowledges that this land is situated within the vicinity of a road transport corridor (Goldfields Highway) and may be affected by transport noise. Any future noise-sensitive development should have due regard to State Planning Policy 5.4 – Road and Rail Noise (and the associated Guidelines).

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ANNEXURE A

Conditions for the Sale of Crown Land

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Conditions for the Sale of Crown Land

Department of Planning, Lands and Heritage

Conditions for the Sale of Crown Land

(No Outgoings)

(Version 4)

(1054) Conditions for the Sale of Crown Land (No Outgoings) Version 4 - January 2022

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CONDITIONS

1. DEFINITIONS, INTERPRETATION AND VENDOR'S POWERS, RIGHTS AND DUTIES

1.1. DEFINITIONS

In these Conditions and the Contract, unless the context requires otherwise, the following words have the following meaning:

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

Completion Date means the date settlement under the Contract is actually effected.

Conditions mean these conditions for the sale of the Land.

Contaminated has the same meaning as that term is defined in the CSA, and **Contamination** is the state of being Contaminated.

Contract means the contract created by the offer and acceptance of which these Conditions form part.

Contract Date means the date of execution of the Contract by the last party to the Contract whose execution is necessary to make the Contract binding on all parties.

Crown means the Crown in right of the State of Western Australia.

CSA means the *Contaminated Sites Act 2003*.

Deposit means the deposit as specified in the Particulars, being an amount not less than 10% of the Purchase Price.

Department means the department assisting the Minister in the administration of the LAA, being at the date of the Contract the department named in the Contract.

Encumbrance means a mortgage, charge, bill of sale, lien, pledge, easement, reservation, condition, positive covenant, restrictive covenant, memorial (and any conditions or statements contained in the memorial), Notification, building condition, writ, warrant, caveat (and the claims stated in the caveat) or other right or interest of any third party affecting the Land or any part of the Land.

Environmental Laws means all planning, environmental or contamination or pollution laws and any regulations, orders, directions, ordinances or requirements, permissions, permits or licences issued thereunder.

GST has the meaning given in section 195-1 of the GST Act.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and any legislation substituted for or amending that Act.

GST law has the meaning given in section 195-1 of the GST Act.

Improvements means any building, facility or structure on the Land.

LAA means the *Land Administration Act 1997*.

Land means the land the subject of the Contract as specified in the Particulars together with all Improvements.

Landgate means the Western Australian Land Information Authority established under the *Land Information Authority Act 2006 (WA)* and being the agency or department responsible for the registration of dealings relating to land in the register kept pursuant to the TLA.

Margin Scheme has the meaning given in section 195-1 of the GST Act.

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Minister means the Minister for Lands, being a body corporate continued under section 7(1) of the LAA and being the Minister to whom the administration of the LAA is from time to time committed by the Governor.

Notification means a notification endorsed on the certificate of Crown land title for the Land under section 70A of the TLA.

Outgoings means all rates, taxes, assessments, State land tax, Metropolitan Region Improvement Tax, charges (including but not limited to charges for water consumption and fixed charges), and outgoings (periodic or otherwise) chargeable or payable in respect of the Land.

Particulars means the particulars as set out in the Contract.

Purchase Price means the purchase price of the Land as specified in the Particulars.

Purchaser means the party named and described as the Purchaser in the Particulars and includes, in the case of a natural person, the personal representatives of the natural person and in the case of a corporation, includes the successors of the corporation and in either case, includes the permitted assigns of the Purchaser.

Purchaser's Conveyancer means the person nominated by the Purchaser in the Contract, if any, to represent the Purchaser in relation to the settlement of the purchase of the Land.

Rate means the rate of 12% per annum calculated on a daily basis.

Register has the same meaning as defined in the TLA.

Registrar means the Registrar of Titles appointed under section 7 of the TLA.

Settlement means the settlement of the sale and purchase of the Land in accordance with clause 5.

Settlement Date is the date being the later of:

- (a) 60 days after the Contract Date; and
- (b) the date as otherwise determined under these Conditions to be the Settlement Date; or
- (c) any other date as agreed in writing between the Vendor and the Purchaser from time to time.

Taxable Supply has the meaning given in section 195-1 of the GST Act.

Tax Invoice has the meaning given in section 195-1 of the GST Act.

TLA means the *Transfer of Land Act 1893*.

Transfer means a transfer of the Land in a form approved by the Registrar under the TLA from the Vendor to the Purchaser which in substance and form is acceptable to Landgate for the purposes of registration under the TLA.

Vendor means the State of Western Australia acting through the Minister or the Minister's duly authorised delegate.

Vendor's Agent means the Vendor's agent as specified in the Particulars who is validly authorised by the Vendor to offer the Land for sale.

1.2. INTERPRETATION

In these Conditions and the Contract, unless the context otherwise requires:

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- (a) headings, underlining and numbering are for convenience only and do not affect the interpretation of these Conditions;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include every gender;
- (d) an expression importing a natural person includes a company, partnership, joint venture, association, corporation or other body corporate;
- (e) a reference to a thing includes a part of that thing;
- (f) references to parts, clauses and parties are references to parts and clauses of, and parties to, these Conditions;
- (g) a reference to a party to the Contract includes that party's successors and permitted assigns and in the case of a natural person also includes that person's personal representatives and administrators;
- (h) 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;
- (i) a covenant or agreement by more than one person binds, and is enforceable against, those persons jointly and each of them severally;
- (j) no rules of construction apply to the disadvantage of a party because that party was responsible for the drafting of these Conditions or the Contract or of any part of these Conditions or of the Contract;
- (k) a reference to a statute, regulation, proclamation, order, ordinance or by-law includes every statute, regulation, proclamation, order, ordinance or by-law varying, consolidating or replacing it, and a reference to a statute includes every regulation, proclamation, ordinance and by-law issued under that statute;
- (l) a reference in these Conditions to a sub-clause, paragraph or sub-paragraph is a reference to a sub-clause, paragraph or sub-paragraph in the clause or definition in which the reference appears; and
- (m) words used in these Conditions which are not expressly defined in these Conditions but which are defined in the LAA or the TLA have the meaning given to them under the LAA or the TLA, as the case may be.

1.3. EXERCISE AND PERFORMANCE OF THE VENDOR'S POWERS AND DUTIES

The Purchaser acknowledges that under the provisions of the LAA:

- (a) any right, duty or power conferred or imposed on the Vendor under the Contract may be exercised or performed by the Minister; and
- (b) the Minister may, under an instrument of delegation, delegate to a person any right, duty or power which this condition or the Contract authorises or requires the Minister to exercise or perform.

1.4. CONDITIONS NOT TO AFFECT VENDOR'S OR MINISTER'S RIGHTS OR POWERS UNDER THE LAA

The Purchaser agrees that these Conditions do not in any way affect, alter or derogate from the Vendor's or the Minister's rights or powers under the LAA.

2. LAND AND ENCUMBRANCES

The Land is offered for sale and will be sold in accordance with these Conditions free of all Encumbrances except:

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- (a) as specified in the Contract; and
- (b) any easement, positive covenant, restrictive covenant, memorial (and any condition or statement contained in the memorial), reservation, condition, building condition or Notification recorded or registered or to be recorded or registered on the certificate of Crown land title for the Land.

3. PURCHASE PRICE

The Purchase Price is to be paid to the Vendor and satisfied as follows:

- (a) by payment of the Deposit by cheque made payable to the Department contemporaneously with the execution of this Contract by the Purchaser (receipt of which is acknowledged by the Vendor by the execution of the Contract for and on behalf of the Vendor); and
- (b) by payment of the balance of the Purchase Price (being the Purchase Price less the Deposit) by unendorsed bank cheque made payable to the Department (or as otherwise directed in writing by an authorised officer of the Department) on the Settlement Date.

4. DEPOSIT

4.1. PAYMENT OF DEPOSIT

The Deposit is to be paid to the Department and held by the Department as agent for the Vendor.

4.2. FAILURE TO PAY DEPOSIT

If the Deposit is paid by cheque and the cheque is dishonoured on presentation to the drawer's bank, then:

- (a) the Purchaser is immediately in default under the Contract; and
- (b) the Vendor may, without prejudice to any other rights or remedies available to the Vendor, immediately terminate the Contract by notice in writing to the Purchaser.

5. SETTLEMENT

5.1. SETTLEMENT

Settlement is to take place on the Settlement Date at the offices of the Department in Perth or at any other place in Perth as the Vendor appoints.

5.2. PURCHASER TO TENDER TRANSFER

A reasonable time before the Settlement Date, and in any event not less than ten (10) Business Days before the Settlement Date, the Purchaser must at the Purchaser's expense tender to the Department the Transfer which has been stamped and duly executed by the Purchaser as transferee.

5.3. PROCEDURE ON SETTLEMENT

At Settlement, the Purchaser will deliver to the Vendor in accordance with clause 3(b) an unendorsed bank cheque or bank cheques for the balance of the Purchase Price and against receipt of the balance of the Purchase Price, the Vendor will provide to the Purchaser, subject to the Purchaser's compliance with clause 5.2, the Transfer duly executed for and on behalf of the Vendor.

5.4. PURCHASER TO REMAIN LIABLE

If for any reason a bank cheque tendered as or towards the money payable by the Purchaser on Settlement is not honoured on first presentation, the Purchaser will

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remain liable to pay the amount of that money, without prejudice to any other rights, remedies or powers of the Vendor under the Contract.

5.5. ACKNOWLEDGEMENTS BY PURCHASER

The Purchaser acknowledges that:

- (a) a duplicate certificate of Crown land title for the Land does not exist and will not be delivered by the Vendor to the Purchaser at Settlement;
- (b) on the Completion Date, a Certificate of Title for the Land will not exist and the Vendor is not obliged to produce to the Purchaser a duplicate Certificate of Title for the Land at Settlement;
- (c) a Certificate of Title for the Land will be created by the Registrar once the Transfer has been registered in accordance with the provisions of the TLA where the Registrar will endorse on the Certificate of Title the particulars of all dealings and matters affecting the Land as specified in, or effected by, the Contract and the Transfer; and
- (d) unless the Purchaser has on the Transfer requested the duplicate Certificate of Title for the Land not to be issued, a duplicate Certificate of Title for the Land will be issued by the Registrar and forwarded to the issuing party as requested on the Transfer.

6. DELAY IN SETTLEMENT

- (a) If for any reason attributable to the Purchaser, Settlement is not effected on or within three (3) Business Days after the Settlement Date, the Purchaser is to pay to the Vendor on Settlement interest at the Rate on the balance of the Purchase Price and all other money which is payable on Settlement, calculated from and including the Settlement Date to but excluding the Completion Date.
- (b) The Vendor's right to a payment under sub-clause (a) is conditional on the Vendor being ready, willing and able to complete the sale on the Settlement Date and if the Vendor is not, the Vendor's right to the payment commences from the day on which the Vendor is ready, willing and able to complete the sale and has given notice to the Purchaser of that fact.
- (c) Except as provided in sub-clause (b), it is not necessary for the Vendor to give to the Purchaser a notice requiring the payment of interest under this clause.
- (d) The rights of the Vendor under this clause are without prejudice to the rights of the Vendor under these Conditions or the Contract.

7. POSSESSION AND RISK

7.1. POSSESSION

Subject to:

- (a) payment in full of the Purchase Price as is due and payable on the Settlement Date; and
- (b) the Purchaser having performed all of the Purchaser's obligations under these Conditions,

the Purchaser will be entitled to, and the Vendor will deliver to the Purchaser, possession of the Land on the Completion Date.

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7.2. RISK

Despite any rule of law or equity to the contrary, the Land is at the risk of the Purchaser from the time at which Settlement occurs or from the date the Purchaser is entitled to or is given possession of the Land, whichever is the earliest.

8. OUTGOINGS

8.1. NO OUTGOINGS ASSESSED ON THE LAND

The Land is not subject to any Outgoings, as the Land is owned by the Crown in right of the State of Western Australia.

8.2. NO ADJUSTMENT OF OUTGOINGS

As a result of what is state in clause 8.1, the Purchaser agrees with the Vendor that no Outgoings will be apportioned between the Vendor and the Purchaser. The Purchaser is responsible for the payment of all Outgoings chargeable or payable in respect of the Land from the Completion Date or the date the Purchaser is entitled to or is given possession of the Land, whichever is the earliest.

9. GENERAL PROVISIONS

9.1. PURCHASER'S ACKNOWLEDGEMENTS

The Purchaser acknowledges and agrees that, except as disclosed in these Conditions:

- (a) no warranty or representation has been given or made to the Purchaser or anyone on the Purchaser's behalf by the Vendor, the Minister, the Vendor's Agent or any agent, employee or contractor of the Department or any other person on the Vendor's or Minister's behalf as to:
 - (i) the title to the Land;
 - (ii) any Encumbrance, restriction or right in favour of any third party affecting the Land;
 - (iii) the condition or state of repair of the Land or any part of the Land;
 - (iv) the condition or state of repair of the Improvements or any part of the Improvements;
 - (v) the suitability of the Land for any use or purpose of any kind; or
 - (vi) whether or not the fences (if any) purporting to be on the boundaries of the Land are in fact on the proper boundaries of the Land;
- (b) any representation or warranty implied by virtue of any statute or otherwise will not apply to, or be implied in, these Conditions or the Contract and any such representation or warranty is excluded to the extent permitted by law;
- (c) the Land is sold as it stands with all existing faults, defects or characteristics whether they are apparent or ascertainable on inspection or not and without any obligation on the Vendor to disclose or particularise any faults, defects or characteristics known to the Vendor;
- (d) the Purchaser is purchasing and is deemed to purchase in reliance on the Purchaser's own inspection of, and enquiries in relation to, the Land;
- (e) the Vendor will not be liable under any circumstances to make any allowance or compensation to the Purchaser nor will the Purchase Price be affected by the exclusion of warranties or representations in this clause 9.1 or for any fault, defect or characteristic in the Land; and

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- (f) this clause will apply despite the contents of any brochure, document, letter or publication made, prepared or published by the Department or by any other person with the express or implied authority of the Department.

9.2. ERROR OR MISDESCRIPTION

No error or misdescription of the Land will annul the sale or affect the Purchase Price.

9.3. REQUISITIONS ON TITLE

The Purchaser is not entitled to make any objection to or requisition on the title to the Land, and the Vendor will not be obliged to furnish any answer to any objection or requisition on the title to the Land delivered by or on behalf of the Purchaser, it being acknowledged by the Purchaser that:

- (a) the Land is Crown land within the meaning of the LAA;
- (b) the State of Western Australia is, or is entitled to be recorded as the registered proprietor of the Land by virtue of section 29(5) of the LAA;
- (c) the Minister is authorised by section 74 of the LAA to sell Crown land;
- (d) the Minister through its authorised officer by delegated authority under section 9 of the LAA has executed the Contract on behalf of the State of Western Australia as authorised under section 10 of the LAA; and
- (e) the Land has been sold under section 74 of the LAA and the provisions of the LAA relating to the sale of Crown land apply to the Contract.

9.4. NO COMPENSATION

The Purchaser is not entitled to make any objection, requisition or claim for compensation, or to rescind the Contract in respect of:

- (a) the provision of, or lack of, water, drainage, sewerage, gas, electricity, telephone or other services or connections to the Land, or in respect of the fact that any services or connections may be joint services to any other land, or because any facilities for services for any other land pass through the Land;
- (b) any encroachment onto the Land by any improvement which does not form part of the Land, or the encroachment onto adjoining land of any improvement which forms part of the Land;
- (c) the location of any sewerage, water or drainage pipes or services affecting the Land, or that any sewer passes through, or penetrates the Land;
- (d) the fact that the current use of the Land may not be an authorised use under any applicable zoning or use law, scheme or regulation;
- (e) the fact that any fence on the Land is not on the proper boundaries of the Land; or
- (f) the fact that the area of the Land is different from the area indicated on any plan, brochure or document issued or published by or on behalf of the Department or Landgate or as indicated on the certificate of Crown land title to the Land.

9.5. PLANNING AND OTHER MATTERS

The Purchaser acknowledges that the Land is sold subject to the following as at the Completion Date:

- (a) the provisions of any town planning scheme, zoning by-laws and other laws affecting the Land;

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- (b) any order or requisition affecting the Land;
- (c) any proposal or scheme for the widening, realignment, closure, siting or alteration of the level of any road or right of way adjacent to the Land by any competent authority or person;
- (d) any resumption or proposal to resume the Land or any part of the Land; and
- (e) any easement, memorial (and any condition or statement contained in the memorial), Notification, reservation, condition, building condition, positive covenant or restrictive covenant affecting the Land,

and the Purchaser will take title subject to the above, and will not be entitled to make any objection, requisition, or claim for compensation, nor to rescind the Contract in respect of any of the above.

10. DEFAULT

10.1. TIME OF THE ESSENCE

Time is of the essence in respect of the Contract in all respects.

10.2. TERMINATION OF CONTRACT

- (a) Except as otherwise specifically provided in these Conditions:
 - (i) the Vendor is not entitled to forfeit any money paid by the Purchaser or take or recover possession of the Land on the ground of the Purchaser's default in performing or observing any obligation imposed on the Purchaser under the Contract; and
 - (ii) neither the Vendor nor the Purchaser is entitled to terminate the Contract on the ground of the other's default in performing or observing any obligation imposed on that other party under the Contract,

UNLESS:

- (iii) the party not in default has first given to the party in default a written notice specifying the default complained of, which notice shall require that the default be remedied within the period stipulated in that notice; and
 - (iv) the party in default fails to remedy the default within the period stipulated in that notice.
- (b) The period stipulated in the written notice referred to in clause 10.2(a)(iii) will not be less than five (5) Business Days.
- (c) The giving of a notice under this clause does not prejudice the right of either party to give a further notice under this clause.
- (d) This clause does not apply where either party repudiates the Contract.

10.3. PURCHASER DEFAULT

- (a) If the Purchaser is in default in performing or observing any obligation imposed on the Purchaser under the Contract or if the Purchaser repudiates the Contract, then in addition to any other rights or remedies the Vendor has under the Contract or otherwise, the Vendor may:

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- (i) affirm the Contract and sue the Purchaser for damages for breach;
- (ii) affirm the Contract and sue the Purchaser for specific performance of the Contract and damages for breach in addition to or in lieu of specific performance of the Contract;
- (iii) proceed to take or recover possession of the Land; or
- (iv) terminate the Contract and:
 - (A) forfeit the Deposit paid, except so much as exceeds 10% of the Purchase Price (which excess, if any, is to be regarded for the purposes of this clause as an instalment of the Purchase Price);
 - (B) sue the Purchaser for damages for breach; and
 - (C) without further notice to the Purchaser re-sell the Land in such manner as the Vendor in good faith deems fit and any deficiency arising from such re-sale and all expenses incurred by the Vendor (but after giving credit for the Deposit if it has been forfeited) arising from that re-sale is recoverable by the Vendor from the Purchaser as liquidated damages.
- (b) The Vendor is entitled to retain, pending re-sale of the Land, all instalments of Purchase Price paid to the Vendor.
- (c) If the Vendor re-sells the Land the Vendor may:
 - (i) apply any instalments of the Purchase Price paid to the Vendor in or towards satisfaction of any damages mentioned in clause 10.3(a)(iv); and
 - (ii) retain absolutely:
 - (A) any surplus arising from such re-sale in excess of the original Purchase Price and expenses arising from the re-sale and all losses and expenses incurred by the Vendor resulting from the Purchaser's default; and
 - (B) any interest paid by the Purchaser.
- (d) If the Vendor does not commence proceedings for the recovery of damages or fails to re-sell and settle the re-sale of the Land within twelve (12) months from the termination of the Contract, then after that period of twelve (12) months has expired, the Vendor shall account to the Purchaser for all instalments of Purchase Price received by the Vendor (other than the Deposit forfeited by the Vendor in accordance with the Contract) without interest.

10.4. VENDOR DEFAULT

If the Vendor defaults in performing or observing any obligation imposed on the Vendor under the Contract or if the Vendor repudiates the Contract then the Purchaser, in addition to any other rights and remedies the Purchaser has under the Contract or otherwise, is entitled to the repayment of all money paid by the Purchaser under the Contract.

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11. DIVIDING FENCES

11.1. VENDOR NOT LIABLE

The Purchaser and the Vendor agree that the Vendor will not be liable to the Purchaser or any other party claiming through the Purchaser to contribute to the cost of erecting or repairing any dividing fence whether under the *Dividing Fences Act 1961* or otherwise and that the Purchaser will assume any existing liability as from and including Settlement.

11.2. PURCHASER TO INDEMNIFY THE VENDOR

This condition will not prejudice or affect the rights of the Purchaser as between the Purchaser and adjoining owners other than the Vendor, and the Purchaser agrees to indemnify the Vendor against all claims in respect of the cost of erecting or repairing any dividing fence from any future owner, whether legal or equitable, of any adjoining land.

12. CAVEATS

If a caveat is lodged against the certificate of Crown land title for the Land before the Settlement Date (other than a caveat registered by or in relation to the Purchaser or the Purchaser's interest in the Land) and the Vendor is unable to produce to the Purchaser at Settlement a withdrawal of the caveat:

- (a) despite any other clause in the Contract, the Vendor may by written notice to the Purchaser extend the Settlement Date by such period not exceeding 60 Business Days as the Vendor shall elect in its absolute discretion to attempt to cause the caveat to be withdrawn, removed or lapsed from the Register; and
- (b) if the Vendor for whatever reason cannot cause the caveat to be withdrawn, removed or lapsed from the Register on or before the extended Settlement Date under sub-clause (a), the Contract will be deemed to have come to an end upon which so much of the Purchase Price that has been paid by the Purchaser will be refunded to the Purchaser and there will be no further claim under the Contract by either the Vendor or the Purchaser against the other at law or in equity.

13. CERTIFICATE OF CROWN LAND TITLE NOT CREATED AND REGISTERED ON THE CONTRACT DATE

13.1. APPLICATION

If a certificate of Crown land title for the Land has not been created and registered as at the Contract Date, this clause shall apply to the Contract.

13.2. VENDOR TO APPLY FOR CERTIFICATE OF CROWN LAND TITLE

The Vendor will at the Vendor's expense as soon as practicable after the Contract Date, apply to the Registrar for the creation and registration of a separate certificate of Crown land title for the Land.

13.3. MINOR ALTERATIONS

The Purchaser must not unreasonably object to minor alterations to the area or boundaries of the Land shown on the relevant plan or the certificate of Crown land title as required by any third party whose consent or approval is required for the creation and registration of a certificate of Crown land title for the Land.

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13.4. PURCHASER TO ACCEPT TITLE

The Purchaser must not refuse to accept title to the Land or make any claim for compensation for minor alterations to the area or boundaries of the Land shown on the relevant plan or the certificate of Crown land title.

13.5. VENDOR TO NOTIFY CREATION AND REGISTRATION OF CERTIFICATE OF CROWN LAND TITLE

The Vendor must send a notice notifying the Purchaser or the Purchaser's Conveyancer in writing within 5 Business Days of the creation and registration of a certificate of Crown land title for the Land.

13.6. SETTLEMENT

Settlement in terms of clause 5 is to take place on the later of:

- (a) 14 Business Days after the service of a notice under clause 13.5; or
- (b) the Settlement Date.

13.7. TERMINATION OF CONTRACT

If, prior to the Settlement Date:

- (a) a certificate of Crown land title for the Land in accordance with these Conditions has not been created and registered; or
- (b) the Vendor is unable for whatever reason to transfer title to the Land in accordance with these Conditions,

the Vendor shall repay to the Purchaser the Deposit and all other monies (if any) paid by the Purchaser to the Vendor under the Contract without deduction and on repayment, the Contract will cease to have effect and neither party will have any claim of any nature against the other.

14. CONNECTIONS TO SEWER

If, at the Contract Date:

- (a) the Land is not connected to a sewer; and
- (b) the Vendor has not received a notice from a competent authority requiring the Land to be so connected,

and on or before the Settlement Date a competent authority issues to the Vendor a notice requiring the Land to be connected to a sewer, the Purchaser will be responsible for the payment of all costs and expenses payable to the competent authority or any other body in respect of that connection.

15. MISCELLANEOUS

15.1. NOTICES

- (a) Any notice given or required to be given under this Contract or these Conditions must be in writing addressed as shown below:

- (i) if to the Vendor:

Address: Department of Planning, Lands and Heritage
Locked Bag 2506
PERTH WA 6001

ORDINARY COUNCIL MEETING MINUTES

OFFICIAL

Marked for the attention of the party set out in the Contract and if by fax at the fax number set out in the Contract;

- (ii) if to the Purchaser, to the Purchaser's address shown in the Contract (or to any other address specified by the Purchaser to the Department by notice). A notice served on the Purchaser's Conveyancer in accordance with this clause will be treated for all purposes as if the notice had been served on the Purchaser;
- (iii) must be signed by the sender or an officer of, or under the common seal, of the sender or by the sender's authorised representative (as the case may be);
- (iv) is to be regarded as being given by the sender and received by the addressee:
 - (A) if by delivery in person, when delivered to the addressee;
 - (B) if by post (which posting must be by pre-paid security post), 3 Business Days from and including the date of posting to the addressee; and
 - (C) if by facsimile transmission:
 - (1) on the date the notice or communication is transmitted in its entirety by a facsimile machine; and
 - (2) that facsimile machine produces a transmission report which indicates that the facsimile was sent in its entirety to the facsimile number of the addressee,but if the delivery or transmission by facsimile is on a day which is not a Business Day or is after 5.00 pm (addressee's time) it is to be regarded as being given at 9.00 am (addressee's time) on the next succeeding Business Day; and
- (v) can be relied upon by the addressee, and the addressee is not liable to any other person for any consequences of that reliance if the addressee believes it to be genuine, correct and authorised by the sender.

- (b) Where the Purchaser comprises 2 or more persons or corporations, or any combination of the same, notice to either 1 person or to 1 corporation is deemed notice to all persons and corporations comprising the Purchaser.

15.2. GOVERNING LAW

These Conditions and the Contract are to be governed by and construed according to the laws of Western Australia.

15.3. MORATORIUM

Unless application is mandatory by law, a statute, proclamation, order, regulation or moratorium, present or future, is not to apply to the Contract or these Conditions so as to abrogate, extinguish, impair, diminish, fetter, delay or otherwise affect prejudicially rights, powers, privileges, remedies or discretions given or accruing to a party.

ORDINARY COUNCIL MEETING MINUTES

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15.4. SEVERABILITY

If a condition, covenant or stipulation of these Conditions or of the Contract or the application of them to a person or circumstances is, or becomes, invalid or unenforceable the remaining covenants, conditions and stipulations are not to be affected by the invalidity or enforceability, and each covenant, condition and stipulation of these Conditions and the Contract will be valid and enforceable to the fullest extent permitted by law.

15.5. ASSIGNMENT

The Purchaser may not assign its rights under the Contract without the prior written consent of the Vendor, which consent may be withheld in the absolute discretion of the Vendor.

15.6. WAIVER AND VARIATION

A provision of, or a right created under, the Contract may not be:

- (a) waived except in writing signed by the party granting the waiver; or
- (b) varied except in writing signed by all parties.

15.7. FURTHER ASSURANCES

The Vendor and the Purchaser agree to sign, execute and complete all further assurances and documents and to do all things reasonably required to complete the matters set out in, or contemplated by, these Conditions and the Contract.

15.8. OBLIGATIONS SURVIVE SETTLEMENT

Without limitation, to the extent that any obligations under the Contract and these Conditions have not been complied with on or before Settlement, those obligations survive Settlement and continue until complied with.

15.9. LEGAL COSTS

Subject always to clause 15.11, each party is to pay its own solicitor's costs in respect of the Contract and the completion of the Contract.

15.10. DUTY

The Purchaser is to pay all duties (including fines or penalties incurred as a result of the Purchaser's action or inaction) payable in relation to the Contract and the Transfer.

15.11. DEFAULT COSTS AND EXPENSES

The Purchaser shall on demand pay to the Vendor all monies, costs, charges and expenses incurred or expended by the Vendor under or in connection with or by reason of the breach or failure by the Purchaser to observe and perform any of the covenants or conditions on the part of the Purchaser in the Contract or by reason of or in relation to the exercise or attempted exercise by the Vendor of the rights, powers and authorities of the Vendor under the Contract together with interest on those monies at the Rate computed from the time of payment to but excluding the date of repayment or discharge of the liability.

16. GOODS AND SERVICES TAX

16.1. PURCHASER TO PAY GST

The Purchaser must pay additional to the Purchase Price any GST payable by the Vendor in respect of a Taxable Supply made under this Contract. Where GST is payable, the Vendor shall provide to the Purchaser, if required by the Purchaser, a Tax Invoice in the format and form required as set out in the GST law.

ORDINARY COUNCIL MEETING MINUTES

OFFICIAL

16.2. TAX INVOICE

Where GST is payable, the Vendor shall provide to the Purchaser, if required by the Purchaser, a Tax Invoice in the format and form required as set out in the GST law.

16.3. NOTIFICATION IS CONCLUSIVE

A written notification given to the Purchaser by the Vendor of the amount of GST that the Vendor is liable to pay on a Taxable Supply made or to be made under this Contract is conclusive between the parties except in the case of an obvious error.

16.4. IF NO GST LIABILITY

Where the Vendor does not have a liability under the GST Act for GST for a supply under this Contract, the parties agree that the Purchase Price shall be exclusive of any amount in respect of GST.

16.5. MARGIN SCHEME

Where the Vendor has a liability for GST for a Taxable Supply under this Contract and the Vendor is entitled to use the Margin Scheme under the GST Act, if the Vendor and the Purchaser have agreed in writing that the Margin Scheme is to apply to calculate the GST liability prior to the making of the Taxable Supply then the Purchaser shall pay to the Vendor any GST on the Taxable Supply determined in accordance with the Margin Scheme in addition to the Purchase Price.

16.6. THE PURCHASER MUST PAY GST AT SAME TIME

The Purchaser must pay to the Vendor the amount of the GST that the Purchaser is liable to pay under this Contract:

- (a) at the same time; and
- (b) in the same manner,

as the Purchaser is obliged to pay for the Taxable Supply.

16.7. TAX RULING

- (a) If, at any time, the Vendor wishes to obtain a tax ruling from the Australian Taxation Office as to whether or not there is a liability for GST on the Vendor on the Taxable Supply pursuant to this Contract or as to whether or not the Vendor may adopt the Margin Scheme to calculate such GST liability, then the Vendor may (but shall not be obliged to) apply to the Australian Taxation Office for a tax ruling.
- (b) The application for the tax ruling will be made by the Vendor at its sole cost.
- (c) The Purchaser shall provide such assistance as the Vendor may reasonably require to obtain the tax ruling on the matter.
- (d) The Vendor shall not be obliged to accept the tax ruling.
- (e) If a tax ruling has not been obtained prior to the date on which the Purchaser is obliged to pay for the Taxable Supply, then the Purchaser shall pay to the Vendor the amount of GST appearing in the notification mentioned in clause 16.3, subject to a refund or a partial refund being made to the Purchaser if it is finally established that there is no liability for GST or that the Purchaser and the Vendor can validly adopt the Margin Scheme, respectively.

ORDINARY COUNCIL MEETING MINUTES

OFFICIAL

17. CONTAMINATION AND RELATED MATTERS

17.1. NO WARRANTY

The Vendor makes no warranty:

- (a) as to the nature or extent to which the Land may be affected by any Contamination; and
- (b) that remediation works will not be required to be carried out by the Purchaser for any use which the Purchaser may make of the Land.

17.2. MEMORIAL

- (a) The Vendor may at its sole discretion lodge with the Registrar of Titles a memorial pursuant to section 17 of the LAA over the Land with a statement warning of any Contamination of the Land or other relevant factor as a hazard or other factor affecting, or likely to affect, the use or enjoyment of the Land.
- (b) The Purchaser's execution of this Contract evidences the Purchaser's acknowledgment and consent to any action by the Vendor in accordance with sub-clause (a) and may be relied upon as its consent for the purpose of lodging any such memorial, under section 17(1) of the LAA.

17.3. NO COMPENSATION

Without limiting anything in clause 9, the Purchaser agrees and acknowledges and accepts the Land in its present condition including without limitation the presence of any Contamination and shall not make or take any objection, requisition or claim for compensation, or rescind or terminate the Contract in relation to the presence of any Contamination in over or on the Land which is present at, or may become apparent after, Settlement.

17.4. PURCHASER TO ASSUME ALL RESPONSIBILITY

The Purchaser as owner of the Land must at its own cost and expense assume all responsibility for the presence of any Contamination found over, on or in the Land and must to the fullest extent permitted by the law assume all responsibility for:

- (a) compliance with all Environmental Laws;
- (b) the conduct and performance of any work required by any competent authority in respect of any Contamination or under any Environmental Laws; and
- (c) any legal, statutory or other liability under or in connection with or resulting from the presence of any Contamination over, on or in the Land.

17.5. RELEASE AND INDEMNITY

The Purchaser releases and indemnifies and will keep indemnified, the Minister and the Crown from and against all actions, claims, writs, proceedings, suits, demands, losses, damages, compensation, costs of remediation, legal costs, charges and expenses whatsoever which at any time may be brought, maintained or made against the Minister or the Crown arising from or relating to:

- (a) the state or condition of the Land;
- (b) any Contamination over, on or in the Land or emanating from the Land; or
- (c) both of the matters covered in sub-clauses (a) and (b).

ORDINARY COUNCIL MEETING MINUTES

OFFICIAL

17.6. CLAUSE CONTINUANCE

This clause and the matters binding it:

- (a) do not merge on Settlement; and
- (b) continue after Settlement.

ORDINARY COUNCIL MEETING MINUTES

ANNEXURE B
GST Withholding Annexure

ORDINARY COUNCIL MEETING MINUTES

GST WITHHOLDING ANNEXURE

(Pursuant to the Tax Administration Act 1953)

Property:

84 Tower Street, Leonora WA 6438

(insert address)

Clauses 1 to 3 will determine whether clause 4 to 11 apply to this Contract

1. (a) Is this Contract concerning the taxable supply of new residential premises or potential residential land as defined in the GST Act?
☒ YES ☐ NO
(b) If NO is ticked or no box is ticked (in which case the answer is deemed to be NO) then the rest of this Annexure does not apply to this Contract.
(c) If YES is ticked, then go to clause 2.
2. (a) Is this Contract concerning the sale of new residential premises that are commercial residential premises as defined in the GST Act or that are only new residential premises due to substantial renovations?
☐ YES ☒ NO
(b) If YES is ticked, then the rest of the Annexure does not apply to this Contract.
(c) If NO is ticked or no box is ticked (in which case the answer is deemed to be NO) then go to clause 3.
3. (a) Is this Contract for the sale of potential residential land and either is the Buyer registered for GST and acquiring the Land for a creditable purpose or does the land contain a building that is used for commercial purposes?
☒ YES ☐ NO
(b) If YES is ticked, then the rest of this Annexure does not apply to this Contract.
(c) If NO is ticked or no box is ticked (in which case it is deemed to be NO), then clause 4 to 11 apply to this Contract.

If, by virtue of clause 1, 2 or 3, the rest of this Annexure does not apply to this Contract, the Seller gives notice that the Buyer is not required to make a payment under section 14-250 of the Taxation Administration Act 1953 (Cth). Otherwise, clauses 4 to 11 set out the GST withholding regime.

4. The Seller gives notice that the Buyer is required to make a payment under section 14-250 of the *Taxation Administration Act 1953 (Cth)* (**GST Withholding Law**) in relation to the sale of the Property and details of the payment are set out in clause 6.
5. The Seller gives notice to the Buyer that the Seller's details (or details for the entity liable for GST) are set out below:

		Seller – Supplier 1	Seller – Supplier 2
(1)	Name of Seller (or entity liable for GST – eg GST group member responsible):	Department of Planning, Lands and Heritage	
(2)	ABN:	68 565 723 484	
(3)	Address:	Level 2, 140 William Street Perth WA 6000	
(4)	Phone Number:	08 6552 4494	
(5)	Proportion of withholding amount:		

If there are several suppliers who comprise the Seller, insert details for each supplier (or the relevant GST group member) and the proportion of the withholding amount applicable to each supplier.

If there are more than 2 suppliers who comprise the Seller (or the relevant GST group member) please attach an additional page with details for each additional supplier.

ORDINARY COUNCIL MEETING MINUTES

18 MARCH 2025

6. The Seller gives notice that (**delete one, if there is no deletion then (b) is deemed to apply*)
- (a) the Margin Scheme applies to this Contract and the Buyer must, pursuant to the GST Withholding Law withhold and pay to the Commissioner, the amount equal to 7% of the Purchase Price being \$_____ at Settlement; or
 - (b) the Margin Scheme does not apply to this Contract and the Buyer must, pursuant to the GST Withholding Law, withhold and pay to the Commissioner the amount equal to one eleventh (1/11th) of the Purchase Price being \$_____ at Settlement.
- (the relevant amount being the GST Withholding Amount) and the Buyer is not required to pay that part of the Purchase Price equal to the GST Withholding Amount to the Seller at Settlement.
7. (a) The Seller may direct the Buyer to, or the Buyer may elect to, satisfy the Buyer's obligation under clause 6, by providing to the Seller at Settlement, a bank cheque payable to the Commissioner for the GST Withholding Amount.
- (b) The Buyer must, before Settlement, provide the Seller with the Commissioner's payment reference number and the lodgement reference number 2.
8. The Buyer must comply with the Buyer's obligations under the GST Withholding Law to lodge a notice with the Commissioner in form approved under the GST Withholding Law:
- (a) as soon as practicable after the Contract Date, notifying the Commissioner of the transaction under this Contract and the GST Withholding Amount; and
 - (b) on the day on which Settlement occurs, notifying the Commissioner that Settlement has occurred.
9. If the Purchase Price is payable by instalments then, despite clause 6, the Buyer must pay the GST Withholding Amount on the date of the payment of the first instalment (excluding the Deposit) instead of at Settlement.
10. If the Buyer does not provide to the Seller at Settlement a bank cheque payable to the Commissioner under clause 7(a), the Buyer is treated as having given an irrevocable authority and direction to the Buyer Representative to pay the GST Withholding Amount to the Commissioner immediately following Settlement.
11. The Seller must promptly provide to the Buyer all information reasonably requested by the Buyer to enable the Buyer to comply with the Buyer's obligations under clause 8.

Seller

Buyer

ORDINARY COUNCIL MEETING MINUTES

ANNEXURE C

Certificate of Crown Land Title

ORDINARY COUNCIL MEETING MINUTES

WESTERN



AUSTRALIA

TITLE NUMBER

Volume Folio

1012 616

RECORD OF CERTIFICATE OF TITLE
UNDER THE TRANSFER OF LAND ACT 1893

The person described in the first schedule is the registered proprietor of an estate in fee simple in the land described below subject to the reservations, conditions and depth limit contained in the original grant (if a grant issued) and to the limitations, interests, encumbrances and notifications shown in the second schedule.


REGISTRAR OF TITLES



LAND DESCRIPTION:

LOT 40 ON DEPOSITED PLAN 222749

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

STATE OF WESTERN AUSTRALIA

(T 60135/1964) REGISTERED 7/9/1964

LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:
(SECOND SCHEDULE)

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.
Lot as described in the land description may be a lot or location

-----END OF CERTIFICATE OF TITLE-----

STATEMENTS:

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND: 1012-616 (40/DP222749)
PREVIOUS TITLE: 121-166
PROPERTY STREET ADDRESS: 84 TOWER ST. LEONORA.
LOCAL GOVERNMENT AUTHORITY: SHIRE OF LEONORA
RESPONSIBLE AGENCY: DEPARTMENT OF COMMUNITIES (SDCP)

ORDINARY COUNCIL MEETING MINUTES

10.0 REPORTS

10.5 ENVIRONMENTAL HEALTH OFFICER REPORTS

10.5.(A) LEONORA VILLAGE LIQUOR LICENCE APPLICATION

SUBMISSION TO: Ordinary Council Meeting
Meeting Date: 18th March 2025

AGENDA REFERENCE: 10.5.(A) MAR 25

SUBJECT: Leonora Village Liquor Licence Application

LOCATION/ADDRESS: 1B Rochester Street, Leonora

NAME OF APPLICANT: Jessica Carcuro

FILE REFERENCE: 33.1.0

AUTHOR, DISCLOSURE OF ANY INTEREST AND DATE OF REPORT

NAME: Kiara Lord

OFFICER: Manager Business Services

INTEREST DISCLOSURE: Nil

DATE: 21st February 2025

SUPPORTING DOCUMENTS: Nil

BACKGROUND

Outback Parks and Lodges have recently undertaken a major upgrade to the Leonora Caravan Park, now known as Leonora Village. This has included the addition of 110 rooms, laundry facilities, a mess and other infrastructure. The site is nearing completion and as part of the process the operators are seeking a liquor licence to complement their dining services.

The applicant is applying to the Director of Liquor Licensing for a Tavern Restricted licence. As part of the application the following information was provided to the Shire:

Application to open 'Leonora Tavern' for liquor sales strictly only to in-house guests or members of the public who are attending the premises to purchase a meal from Leonora Village commercial kitchen. Trading hours planned to be within the hours of 4pm to 8pm daily to foster a positive community environment for FIFO workers and tourists staying at Leonora Village.

The original planning application has been fully assessed under the Shire of Leonora Planning Scheme 2 (LPS2) and was approved under delegated authority. LPS2 allows for the construction of workers accommodation if it supports light industry land use. The Shire's planners have confirmed that the use meets all planning requirements.

When an application for a liquor licence is made the applicant must seek a Section 39 Certificate and a Section 40 Certificate under the *Liquor Control Act 1988*. Section 39 requires the local government to state if the application complies with relevant laws such as the *Health (Miscellaneous Provisions) Act 1911* and the *Food Act 2008*. The site has been assessed by the Shire's Environmental Health Officer as complying with all laws pertaining to section 39.

ORDINARY COUNCIL MEETING MINUTES

Section 40 requires the Shire to confirm if the application complies with the relevant planning laws. LPS2 stipulates that the site is zoned 'light industry'. Workforce accommodation is listed as a 'd' use. Under the scheme 'D' has the following meaning:

the use is not permitted unless the local government has exercised its discretion by granting development approval;

Within LPS2 the following definition is provided for workforce accommodation;

workforce accommodation means premises, which may include modular or relocatable buildings, used — (a) primarily for the accommodation of workers engaged in construction, resource, agricultural or other industries on a temporary basis; and (b) for any associated catering, sporting and recreation facilities for the occupants and authorised visitors.

A mess can be considered ancillary to the workforce accommodation in that it provides an essential service to guests staying on site. However, within the LPS2 a Tavern is listed as a 'x' use. X has the following definition:

means that the use is not permitted by this Scheme.

No differentiation between restricted or unrestricted taverns is made in LPS2.

The applicant states that it is the intent to serve alcohol to guests that are both staying on site, and to members of the public seeking only a meal. The extension of the service of alcohol to non-residential guests moves the facility from a mess providing services to in-house guests to a tavern providing services to the public. A tavern is not permitted under LPS2.

As part of the process an applicant must complete and submit to the Director Liquor Licencing a Public Interest Assessment (PIA). This is a self-assessed process that may be advertised on the Department of Local Government, Sport and Recreation website. There are no mandated requirements for the applicant to consult with either the local government or community during the formulation of the PIA.

The Director Liquor Licencing will consider the following factors when determining whether granting the application is in the public interest, but this list is not exhaustive:

- the harm that might be caused due to the use of alcohol;
- whether there might be a decrease in the amenity, quiet or good order of the locality;
- whether people who live or work nearby might suffer offence, annoyance, disturbance or inconvenience; and
- how it might affect tourism, culture and the community.

STAKEHOLDER ENGAGEMENT

Stakeholder engagement has occurred around the original development application made for this project, and the applicant has discussed their intent to apply for a liquor licence with relevant stakeholders prior to this application.

STATUTORY ENVIRONMENT

The Shire of Leonora Local Planning Scheme No. 2 deals with all land use matters within the Shire.

The *Liquor Control Act 1988* makes the following provisions:

39. Certificate of local government as to whether premises comply with laws

- (1) An application made to the licensing authority for the grant or removal of a licence, or for a change in the use or condition of any premises shall be accompanied by a certificate from the local government for the district in which the premises to which the application relates are situated, or are to be situated, unless the licensing authority otherwise determines.*
- (2) A certificate referred to in subsection (1) shall state —*
 - (a) whether or not the premises comply with all relevant requirements of —*
 - (i) the Health (Miscellaneous Provisions) Act 1911; and*
 - (ia) the Food Act 2008; and*
 - (ii) any written law applying to the sewerage or drainage of those premises; and*
 - (iii) the Local Government Act 1995; and*
 - (iv) the Building Act 2011;**and*
 - (b) where the premises do not so comply, the manner in which the premises could be made to comply or that the premises could not reasonably be made to comply.*
- (3) The licensing authority may, where it is satisfied that it is desirable to do so, impose a condition on a licence relating to the submission, or further submission, to the licensing authority of a certificate referred to in subsection (1).*

40. Certificate of planning authority as to whether use of premises complies with planning laws

- (1) An application made to the licensing authority for the grant or removal of a licence, or for a change in the use or condition of any premises must be supported by a certificate from the authority responsible for planning matters in the district in which the premises to which the application relates are situated, or are to be situated, unless the licensing authority otherwise determines.*
- (2A) The certificate referred to in subsection (1) is not required to be provided at the same time as the application, but the application cannot be granted until the certificate has been provided to the licensing authority, unless the licensing authority otherwise determines.*
- (2) A certificate referred to in subsection (1) shall state that the proposed use of the premises —*
 - (a) will comply with the requirements of the written laws relating to planning specified; or*
 - (b) would comply with the requirements specified if consent were to be given by a specified authority, if it is known whether that authority will give the consent, and what specified conditions or specifications should be, or are likely to be, imposed; or*
 - (c) will not comply with the requirements specified for the reasons specified.*

ORDINARY COUNCIL MEETING MINUTES

- (3) *In this section —*
specified means specified in the planning certificate.
- (4) *The licensing authority may, where it is satisfied that it is desirable to do so, impose a condition on a licence relating to the submission, or further submission, to the licensing authority of a certificate referred to in subsection (1).*

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

Recognising that the decision to approve the application is not one that Council makes, a risk assessment has been made based on Councils decision to support or not support the application. The identified risk relates to potential reputational consequences.

The level of risk has been assessed at 'minor'. Minor, when applied to reputational risk is defined as "Minor damage to reputation to a small audience, complaint from a large group of people."

Council may be at risk from businesses that are seeking to expand the tourism industry within Leonora if Council objects. Equally, reputational damage might arise in supporting the application, from the local community and allied health bodies who seek to minimise alcohol harm.

Objections from nearby residents may also be made however this is considered negligible as permanent non-workforce accommodation residences are not permitted within light industrial areas.

The likelihood of the consequence has been assessed as possible providing a risk rating of 'medium'. Should Council not support the application then the major reputational damage will be with the proponent and is not likely to be widespread. In accordance with the Risk Management Strategy planned action is required. Upon Councils resolution administration will develop a planned action to mitigate the consequence. This will be focused on stakeholder engagement.

ORDINARY COUNCIL MEETING MINUTES

RECOMMENDATIONS

That Council;

1. authorise the CEO to issue a 40 certificate to the applicant in preparation for their licence application to the Western Australian Department of Racing and Gaming;
2. instruct the CEO to stipulate that compliance with local planning laws is contingent on the sale and service of alcohol being restricted to in house guests;
3. authorise the CEO to issue a Certificate 39 to the applicant preparation for their licence application to the Western Australian Department of Racing and Gaming; and
4. request the CEO provide a submission to the Director of Liquor Licencing outlining that, in Councils opinion, the issuance of a licence allowing service and sale of alcohol to members of the public does not support the efforts of the reduction of alcohol related harm withing Leonora and is therefore not in the public interest.

VOTING REQUIREMENT

Simple Majority

SIGNATURE

Manager of Business Services

COUNCIL DECISION

Moved: Cr AE Taylor

Seconded: Cr RM Cotterill

That Council;

1. authorise the CEO to issue a 40 certificate to the applicant in preparation for their licence application to the Western Australian Department of Racing and Gaming;
2. instruct the CEO to stipulate that compliance with local planning laws is contingent on the sale and service of alcohol being restricted to in house guests;
3. authorise the CEO to issue a Certificate 39 to the applicant preparation for their licence application to the Western Australian Department of Racing and Gaming; and
4. request the CEO provide a submission to the Director of Liquor Licencing outlining that, in Councils opinion, the issuance of a licence allowing service and sale of alcohol to members of the public does not support the efforts of the reduction of alcohol related harm withing Leonora and is therefore not in the public interest.

NOT CARRIED (2 VOTES TO 4)

For; Cr PJ Craig, Cr AE Taylor,

Against, Cr RA Norrie, Cr RM Cotterill, Cr TM Nardone, Cr F Harris

AT 11:53AM Cr. RA Norrie and Apathail Kumpat, member of the public, leave the chambers.

AT 11:53AM Cr. RA Norrie and Cr. LR Petersen return to the chambers..

ORDINARY COUNCIL MEETING MINUTES

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

Nil

14.0 MEETING CLOSED TO PUBLIC

14.1 MATTERS FOR WHICH THE MEETING MAY BE CLOSED

COUNCIL DECISION

Moved: Cr R Cotterill

Seconded: Cr F Harris

That Council considers the confidential report(s) listed below in a meeting closed to the public in accordance with Section 5.23(2) of the Local Government Act 1995:

(A) TENDER RFT02/2025 SECURITY SERVICES

(B) LEASE OF TENANCY C JG EPIS CENTRE

(C) LEASE OF 72A TOWER STREET

These matters are considered to be confidential under Section 5.23(2) - (c) of the Local Government Act, and the Council is satisfied that discussion of this matter in an open meeting would, on balance, be contrary to the public interest as it deals with a contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting.

CARRIED (7 VOTES TO 0)

*For; Cr PJ Craig, Cr RA Norrie, Cr RM Cotterill,
Cr AE Taylor; Cr LR Petersen, Cr TM Nardone, Cr F Harris*

ORDINARY COUNCIL MEETING MINUTES

18 MARCH 2025

At 11:55am Shire President, Cr. PJ Craig closed the meeting to the public, and the meeting moved behind closed doors..

At 12:08pm Shire President, Cr. PJ Craig reopened the meeting to the public.

14.0 MEETING CLOSED TO PUBLIC

14.2 PUBLIC READING OF RESOLUTIONS THAT MAY BE MADE PUBLIC

1.1.(A) TENDER RFT02/2025 SECURITY SERVICES

COUNCIL DECISION

Moved: Cr TM Nardone

Seconded: Cr LR Petersen

1. That Council accepts the tender provided by Receptive Security for the contract value of \$275,000.00 ex GST.
 - (a) That council accepts any additional work under the tender but outside the provided scope at an hourly cost of \$120.00 +GST

CARRIED (7 VOTES TO 0)

*For; Cr PJ Craig, Cr RA Norrie, Cr RM Cotterill,
Cr AE Taylor, Cr LR Petersen, Cr TM Nardone, Cr F Harris*

1.1.(B) LEASE OF TENANCY C JG EPIS CETNRE

COUNCIL DECISION

Moved: Cr AE Taylor

Seconder: Cr RA Norrie

1. That Council endorse the draft lease between Hope Community Services and the Shire of Leonora for Tenancy C at the JG Epis Centre as per the attached draft lease.
2. That Council give the CEO delegated authority to enter into the lease pending the outcome of the 14 day advertising notice period inviting public comment on the proposed lease.

CARRIED (7 VOTES TO 0)

*For; Cr PJ Craig, Cr RA Norrie, Cr RM Cotterill,
Cr AE Taylor, Cr LR Petersen, Cr TM Nardone, Cr F Harris*

ORDINARY COUNCIL MEETING MINUTES

1.1.(C) LEASE OF 72A TOWER STREET

COUNCIL DECISION

Moved: Cr AE Taylor

Seconded: Cr RM Cotterill

1. That Council give the CEO delegated authority to offer and negotiate the terms of a lease with the preferred applicant.
2. That Council give the CEO delegated authority to enter into the lease pending the outcome of the 14-day advertising notice period inviting public comment on the proposed lease.

CARRIED (6 VOTES TO 0)

*For; Cr PJ Craig, Cr RA Norrie, Cr RM Cotterill,
Cr AE Taylor, Cr TM Nardone, Cr F Harris*

15.0 STATE COUNCIL AGENDA

Nil

16.0 NEXT MEETING

Tuesday 15th April 2025

17.0 CLOSURE OF MEETING

There being no further business, the Chairperson, Cr. PJ Craig declared the meeting closed at 12:09pm.

