



ATTACHMENTS

COUNCIL MEETING

19 December 2024

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SHIRE OF NORTHAMPTON
MONTHLY FINANCIAL REPORT
(Containing the required statement of financial activity and statement of financial position)
For the period ended 31 October 2024

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

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SHIRE OF NORTHAMPTON
STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 OCTOBER 2024

	Supplementary	24/25 Adopted Budget Estimates	YTD Budget Estimates	YTD Actual	Variance* \$	Variance* %	Var.
	Information	(a) \$	(b) \$	(c) \$	(c) - (b) \$	((c) - (b))/(b) %	
OPERATING ACTIVITIES							
Revenue from operating activities							
General rates	10	5,407,071	5,371,735	5,392,649	20,914	0.39%	▲
Grants, subsidies and contributions	13	8,999,031	3,137,085	2,279,976	(857,109)	(27.32%)	▼
Fees and charges		1,314,913	1,058,670	1,081,853	23,183	2.19%	▲
Interest revenue		232,000	89,496	93,558	4,062	4.54%	▲
		15,953,015	9,656,986	8,848,036	(808,950)	(8.38%)	
Expenditure from operating activities							
Employee costs		(4,985,863)	(1,830,544)	(1,737,977)	92,567	5.06%	▲
Materials and contracts		(10,792,380)	(5,510,568)	(3,576,862)	1,933,706	35.09%	▲
Utility charges		(363,600)	(121,120)	(68,859)	52,261	43.15%	▲
Depreciation		(2,652,550)	(884,148)	0	884,148	100.00%	▲
Finance costs		(41,551)	(13,844)	(2,020)	11,824	85.41%	▲
Insurance		(250,862)	(249,548)	(248,494)	1,054	0.42%	▲
Other expenditure		(915,804)	(313,414)	(296,780)	16,634	5.31%	▲
		(20,002,610)	(8,923,186)	(5,930,992)	2,992,194	33.53%	
Non-cash amounts excluded from operating activities	Note 2(b)	2,652,550	1,112,381	0	(1,112,381)	(100.00%)	▼
Amount attributable to operating activities		(1,397,045)	1,846,181	2,917,044	1,070,863	58.00%	
INVESTING ACTIVITIES							
Inflows from investing activities							
Proceeds from capital grants, subsidies and contributions	14	5,124,803	1,708,260	65,599	(1,642,661)	(96.16%)	▼
Proceeds from disposal of assets	6	115,500	50,000	0	(50,000)	(100.00%)	▼
Proceeds from financial assets at amortised cost - self supporting loans		17,684	8,755	8,755	0	0.00%	
		5,257,987	1,767,015	74,354	(1,692,661)	(95.79%)	
Outflows from investing activities							
Payments for property, plant and equipment	5	(1,733,100)	(666,024)	(455,938)	210,086	31.54%	▲
Payments for construction of infrastructure	5	(5,763,383)	(1,932,748)	(477,223)	1,455,525	75.31%	▲
		(7,496,483)	(2,598,772)	(933,161)	1,665,611	64.09%	
Amount attributable to investing activities		(2,238,496)	(831,757)	(858,807)	(27,050)	(3.25%)	
FINANCING ACTIVITIES							
Inflows from financing activities							
Proceeds from new debentures	11	817,987	0	0	0	0.00%	
Transfer from reserves	4	222,000	0	0	0	0.00%	
		1,039,987	0	0	0	0.00%	
Outflows from financing activities							
Repayment of borrowings	11	(150,463)	(25,536)	(25,536)	0	0.00%	
Transfer to reserves	4	(480,286)	0	0	0	0.00%	
		(630,749)	(25,536)	(25,536)	0	0.00%	
Amount attributable to financing activities		409,238	(25,536)	(25,536)	0	0.00%	
MOVEMENT IN SURPLUS OR DEFICIT							
Surplus or deficit at the start of the financial year		3,410,687	3,410,687	3,188,795	(221,892)	(6.51%)	▼
Amount attributable to operating activities		(1,397,045)	1,846,181	2,917,044	1,070,863	58.00%	▲
Amount attributable to investing activities		(2,238,496)	(831,757)	(858,807)	(27,050)	(3.25%)	▼
Amount attributable to financing activities		409,238	(25,536)	(25,536)	0	0.00%	
Surplus or deficit after imposition of general rates		184,384	4,399,575	5,221,497	821,922	18.68%	▲

KEY INFORMATION

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

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

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

**SHIRE OF NORTHAMPTON
STATEMENT OF FINANCIAL POSITION
FOR THE PERIOD ENDED 31 OCTOBER 2024**

	Supplementary Information	30 June 2024	31 October 2024
		\$	\$
CURRENT ASSETS			
Cash and cash equivalents	3	6,855,126	7,164,658
Trade and other receivables		787,252	2,191,184
Other financial assets		0	(8,755)
Inventories	8	191,944	267,968
TOTAL CURRENT ASSETS		7,834,322	9,615,055
NON-CURRENT ASSETS			
Trade and other receivables		90,709	90,709
Other financial assets		376,990	376,990
Property, plant and equipment		36,369,643	36,825,581
Infrastructure		144,719,842	145,197,065
TOTAL NON-CURRENT ASSETS		181,557,184	182,490,345
TOTAL ASSETS		189,391,506	192,105,400
CURRENT LIABILITIES			
Trade and other payables	9	1,565,880	1,322,666
Other liabilities	12	1,096,534	1,096,534
Borrowings	11	150,463	124,927
Employee related provisions	12	861,115	861,115
TOTAL CURRENT LIABILITIES		3,673,992	3,405,242
NON-CURRENT LIABILITIES			
Borrowings	11	656,944	656,944
Employee related provisions		127,185	127,185
Other provisions		1,539,048	1,539,048
TOTAL NON-CURRENT LIABILITIES		2,323,177	2,323,177
TOTAL LIABILITIES		5,997,169	5,728,419
NET ASSETS		183,394,337	186,376,981
EQUITY			
Retained surplus		90,536,314	93,518,957
Reserve accounts	4	1,686,553	1,686,554
Revaluation surplus		91,171,470	91,171,470
TOTAL EQUITY		183,394,337	186,376,981

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

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY FOR THE PERIOD ENDED 31 OCTOBER 2024

1 BASIS OF PREPARATION AND SIGNIFICANT ACCOUNTING POLICIES

BASIS OF PREPARATION

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

Local Government Act 1995 requirements

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

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

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

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

THE LOCAL GOVERNMENT REPORTING ENTITY

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

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

Judgements and estimates

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

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

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

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

SIGNIFICANT ACCOUNTING POLICES

Significant accounting policies utilised in the preparation of these statements are as described within the 2023-24 Annual Budget. Please refer to the adopted budget document for details of these policies.

PREPARATION TIMING AND REVIEW

Date prepared: All known transactions up to 10 December 2024

SHIRE OF NORTHAMPTON
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 OCTOBER 2024

2 STATEMENT OF FINANCIAL ACTIVITY INFORMATION

	Supplementary Information	Adopted Budget Opening 1 July 2024	Actual as at 30 June 2024	Year to Date 31 October 2024
(a) Net current assets used in the Statement of Financial Activity				
Current assets		\$	\$	\$
Cash and cash equivalents	3	6,855,126	6,855,126	7,164,658
Trade and other receivables		593,028	787,252	2,191,184
Other financial assets		17,684	0	(8,755)
Inventories	8	191,944	191,944	267,968
		7,657,782	7,834,322	9,615,055
Less: current liabilities				
Trade and other payables	9	(1,266,323)	(1,565,880)	(1,322,666)
Other liabilities	12	(1,096,534)	(1,096,534)	(1,096,534)
Borrowings	11	(150,463)	(150,463)	(124,927)
Employee related provisions	12	(744,555)	(861,115)	(861,115)
		(3,257,875)	(3,673,992)	(3,405,242)
Net current assets		4,399,907	4,160,330	6,209,813
Less: Total adjustments to net current assets	Note 2(c)	(1,001,050)	(971,535)	(988,316)
Closing funding surplus / (deficit)		3,398,857	3,188,795	5,221,497

(b) Non-cash amounts excluded from operating activities

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

	Adopted Budget	YTD Actual (a)	YTD Actual (b)
Non-cash amounts excluded from operating activities	\$	\$	\$
Adjustments to operating activities			
Less: Profit on asset disposals	6	0	(19,855)
Less: Movement in liabilities associated with restricted cash			37,599
Less: Fair value adjustments to financial assets at amortised cost		0	(4,045)
Add: Loss on asset disposals	6	0	214,534
Add: Depreciation		2,652,550	884,148
Total non-cash amounts excluded from operating activities		2,652,550	1,112,381

(c) Current assets and liabilities excluded from budgeted deficiency

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

	Adopted Budget Opening 30 June 2024	Last Year Closing 30 June 2024	Year to Date 31 October 2024
Adjustments to net current assets	\$	\$	\$
Less: Reserve accounts	4	(1,686,553)	(1,686,553)
Less: Financial assets at amortised cost - self supporting loans	8	(17,684)	0
- Land held for resale		(180,000)	(180,000)
Add: Current liabilities not expected to be cleared at the end of the year:			
- Current portion of borrowings	11	150,463	150,463
- Current portion of employee benefit provisions		732,724	744,555
Total adjustments to net current assets	Note 2(a)	(1,001,050)	(971,535)

CURRENT AND NON-CURRENT CLASSIFICATION

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

SHIRE OF NORTHAMPTON
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 OCTOBER 2024

3 EXPLANATION OF MATERIAL VARIANCES

The material variance thresholds are adopted annually by Council as an indicator of whether the actual expenditure or revenue varies from the year to date actual materially.
The material variance adopted by Council for the 2024-25 year is \$10,000 or 0.00% whichever is the greater.

Description	Var. \$	Var. %	
	\$	%	
Revenue from operating activities			
General rates	20,914	0.39%	▲
Interim Rates			
Grants, subsidies and contributions	(857,109)	(27.32%)	▼
Timing in receiving grants.			
Fees and charges	23,183	2.19%	▲
Timing will reconcile.			
Interest revenue	4,062	4.54%	▲
Timing/Cash in bank.			
Expenditure from operating activities			
Employee costs	92,567	5.06%	▲
Timing.			
Materials and contracts	1,933,706	35.09%	▲
Timing as works progress.			
Utility charges	52,261	43.15%	▲
Timing.			
Depreciation	884,148	100.00%	▲
Depreciation for July to October 2024 not run, pending June 2024 Assets settling.			
Finance costs	11,824	85.41%	▲
Timing will reconcile.			
Insurance	1,054	0.42%	▲
Timing. Insurance paid Sept/Oct.			
Other expenditure	16,634	5.31%	▲
Timing will reconcile.			
Non-cash amounts excluded from operating activities	(1,112,381)	(100.00%)	▼
Depreciation for July to October 2024 not run, pending June 2024 Assets settling.			
Inflows from investing activities			
Proceeds from capital grants, subsidies and contributions	(1,642,661)	(96.16%)	▼
Timing as funds are received.			
Proceeds from disposal of assets	(50,000)	(100.00%)	▼
Timing, no asset disposal.			
Outflows from investing activities			
Payments for property, plant and equipment	210,086	31.54%	▲
Timing.			
Payments for construction of infrastructure	1,455,525	75.31%	▲
Timing.			
Surplus or deficit at the start of the financial year	(221,892)	(6.51%)	▼
Variance budget c/f position.			
Surplus or deficit after imposition of general rates	821,922	18.68%	▲
Due to variances described above/timing.			

SHIRE OF NORTHAMPTON
SUPPLEMENTARY INFORMATION
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**SHIRE OF NORTHAMPTON
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 OCTOBER 2024**

1 KEY INFORMATION

Funding Surplus or Deficit Components

Funding surplus / (deficit)				
	Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
Opening	\$3.41 M	\$3.41 M	\$3.19 M	(\$0.22 M)
Closing	\$0.18 M	\$4.40 M	\$5.22 M	\$0.82 M
Refer to Statement of Financial Activity				

Cash and cash equivalents		
	\$7.16 M	% of total
Unrestricted Cash	\$5.48 M	76.5%
Restricted Cash	\$1.69 M	23.5%
Refer to 3 - Cash and Financial Assets		

Payables		
	\$1.32 M	% Outstanding
Trade Payables	\$0.63 M	
0 to 30 Days		32.7%
Over 30 Days		67.2%
Over 90 Days		0.4%
Refer to 9 - Payables		

Receivables		
	\$0.68 M	% Collected
Rates Receivable	\$1.51 M	73.0%
Trade Receivable	\$0.68 M	% Outstanding
Over 30 Days		65.6%
Over 90 Days		62.9%
Refer to 7 - Receivables		

Key Operating Activities

Amount attributable to operating activities			
Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
(\$1.40 M)	\$1.85 M	\$2.92 M	\$1.07 M
Refer to Statement of Financial Activity			

Rates Revenue		
YTD Actual	\$5.39 M	% Variance
YTD Budget	\$5.37 M	0.4%
Refer to 10 - Rate Revenue		

Grants and Contributions		
YTD Actual	\$2.28 M	% Variance
YTD Budget	\$3.13 M	(27.1%)
Refer to 13 - Grants and Contributions		

Fees and Charges		
YTD Actual	\$1.08 M	% Variance
YTD Budget	\$1.06 M	2.2%
Refer to Statement of Financial Activity		

Key Investing Activities

Amount attributable to investing activities			
Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
(\$2.24 M)	(\$0.83 M)	(\$0.86 M)	(\$0.03 M)
Refer to Statement of Financial Activity			

Proceeds on sale		
YTD Actual	\$0.00 M	%
Adopted Budget	\$0.12 M	(100.0%)
Refer to 6 - Disposal of Assets		

Asset Acquisition		
YTD Actual	\$0.48 M	% Spent
Adopted Budget	\$5.76 M	(91.7%)
Refer to 5 - Capital Acquisitions		

Capital Grants		
YTD Actual	\$0.07 M	% Received
Adopted Budget	\$5.12 M	(98.7%)
Refer to 5 - Capital Acquisitions		

Key Financing Activities

Amount attributable to financing activities			
Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
\$0.41 M	(\$0.03 M)	(\$0.03 M)	\$0.00 M
Refer to Statement of Financial Activity			

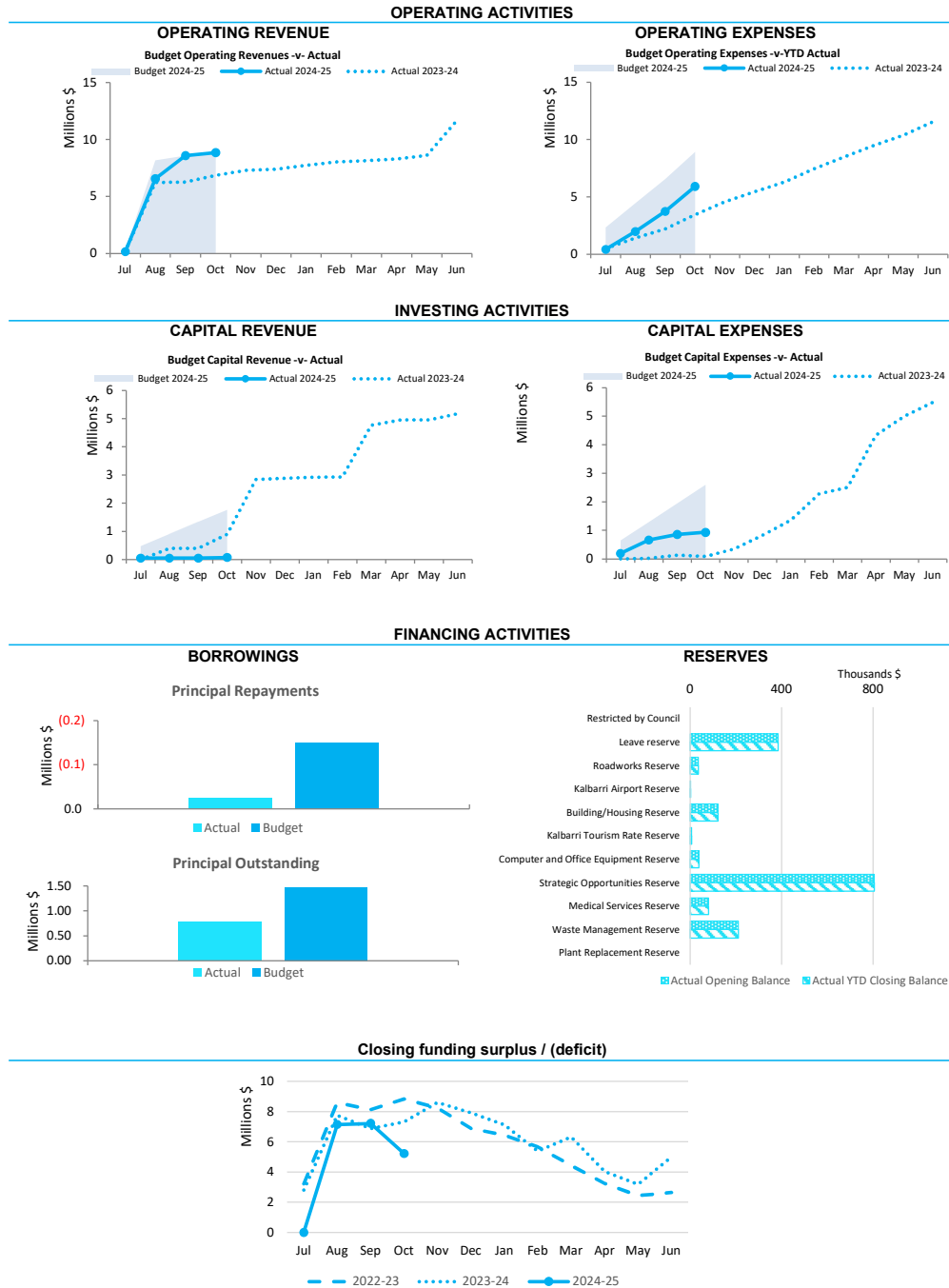
Borrowings		
Principal repayments	(\$0.03 M)	
Interest expense	(\$0.00 M)	
Principal due	\$0.78 M	
Refer to 11 - Borrowings		

Reserves		
Reserves balance	\$1.69 M	
Interest earned	\$0.00 M	
Refer to 4 - Cash Reserves		

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

SHIRE OF NORTHAMPTON
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 OCTOBER 2024

2 KEY INFORMATION - GRAPHICAL



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

**SHIRE OF NORTHAMPTON
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 OCTOBER 2024**

3 CASH AND FINANCIAL ASSETS

Description	Classification	Unrestricted	Restricted	Total Cash	Trust	Institution	Interest Rate	Maturity Date
		\$	\$	\$	\$			
Cash Deposits	Municipal	5,477,055	0.00	5,477,055	0	NAB		At call
Petty Cash	Cash on Hand	1,050	0.00	1,050	0			
Investment	Reserves	0	1,686,553	1,686,553	0	NAB		
Total		5,478,105	1,686,553	7,164,658	0			
Comprising								
Cash and cash equivalents		5,478,105	1,686,553	7,164,658	0			
		5,478,105	1,686,553	7,164,658	0			

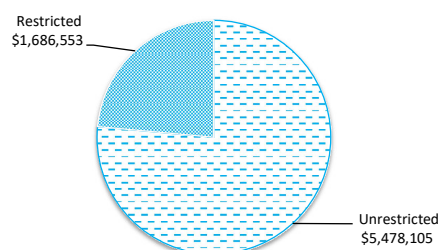
KEY INFORMATION

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

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

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

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



SHIRE OF NORTHAMPTON
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 OCTOBER 2024

4 RESERVE ACCOUNTS

Reserve name	Budget Opening Balance	Budget Interest Earned	Budget Transfer s In (+)	Budget Transfers Out (-)	Budget Closing Balance	Actual Opening Balance	Actual Interest Earned	Actual Transfers In (+)	Actual Transfers Out (-)	Actual YTD Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Restricted by Council										
Leave reserve	385,199	5,700	0	0	390,899	385,199	0	0	0	385,199
Roadworks Reserve	35,809	530	0	0	36,339	35,809	0	0	0	35,809
Kalbarri Airport Reserve	2,282	200	10,000	0	12,482	2,282	0	0	0	2,282
Building/Housing Reserve	121,455	1,000	20,000	(77,000)	65,455	121,455	0	0	0	121,455
Kalbarri Tourism Rate Reserve	6,975	0	0	0	6,975	6,975	0	0	0	6,975
Computer and Office Equipment	37,772	560	0	0	38,332	37,772	0	0	0	37,772
Strategic Opportunities Reserve	805,957	9,000	0	(120,000)	694,957	805,957	0	0	0	805,957
Medical Services Reserve	80,017	2,000	104,996	(25,000)	162,013	80,017	0	0	0	80,017
Waste Management Reserve	211,088	6,300	0	0	217,388	211,088	0	0	0	211,088
Plant Replacement Reserve	0	320,000	0	0	320,000	0	0	0	0	0
	1,686,553	345,290	134,996	(222,000)	1,944,839	1,686,553	0	0	0	1,686,553

**SHIRE OF NORTHAMPTON
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 OCTOBER 2024**

INVESTING ACTIVITIES

5 CAPITAL ACQUISITIONS

	Adopted			
	Budget	YTD Budget	YTD Actual	YTD Actual Variance
	\$	\$	\$	\$
Capital acquisitions				
Buildings	1,103,600	371,196	455,938	84,742
Furniture and Equipment	72,000	24,000	0	(24,000)
Plant and equipment	557,500	270,828	0	(270,828)
Acquisition of property, plant and equipment	1,733,100	666,024	455,938	(210,086)
Infrastructure - Roads	5,225,989	1,741,972	473,279	(1,268,693)
Infrastructure - Footpaths & Carpark	247,949	82,636	3,944	(78,692)
Infrastructure - Parks & Ovals	220,445	85,140	0	(85,140)
Infrastructure - Airport	9,000	3,000	0	(3,000)
Infrastructure - Water & Sewer Reticulation	60,000	20,000	0	(20,000)
Acquisition of infrastructure	5,763,383	1,932,748	477,223	(1,455,525)
Total capital acquisitions	7,496,483	2,598,772	933,161	(1,665,611)
Capital Acquisitions Funded By:				
Capital grants and contributions	5,124,803	1,708,260	65,599	(1,642,661)
Borrowings	817,987	0	0	0
Other (disposals & C/Fwd)	115,500	50,000	0	(50,000)
Reserve accounts				
Building/Housing Reserve	77,000		0	0
Strategic Opportunities Reserve	120,000		0	0
Medical Services Reserve	25,000		0	0
Contribution - operations	1,216,193	840,512	867,562	27,050
Capital funding total	7,496,483	2,598,772	933,161	(1,665,611)

SIGNIFICANT ACCOUNTING POLICIES

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

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

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

Initial recognition and measurement for assets held at cost

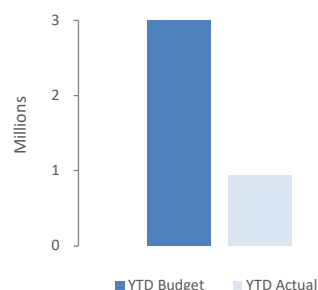
Plant and equipment including furniture and equipment is recognised at cost on acquisition in accordance with *Financial Management Regulation 17A*. Where acquired at no cost the asset is initially recognise at fair value. Assets held at cost are depreciated and assessed for impairment annually.

Initial recognition and measurement between

mandatory revaluation dates for assets held at fair value

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

Payments for Capital Acquisitions



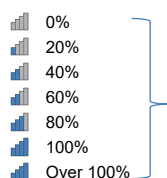
SHIRE OF NORTHAMPTON
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 OCTOBER 2024

INVESTING ACTIVITIES

5 CAPITAL ACQUISITIONS - DETAILED

Capital expenditure total

Level of completion indicators



Percentage Year to Date Actual to Annual Budget expenditure where the expenditure over budget highlighted in red.

Level of completion indicator, please see table at the end of this note for further detail.

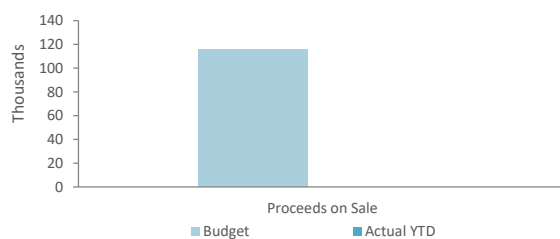
Account Description	Adopted		YTD Actual	Variance (Under)/Over
	Budget	YTD Budget		
	\$	\$	\$	\$
CEO Vehicle	100,000	66,664	0	66,664
Council Chamber Aircon	72,000	24,000	0	24,000
Modula Housing/Rake PI	973,600	324,532	455,938	-131,406
Port Gregory Toilet Block (relocation) slab, plumbing	35,000	0	0	0
Whiting Pool stairs/walkway	55,000	18,332	0	18,332
Kalbarri Oval Fencing	130,445	43,476	0	43,476
Matt Burrell Roof Replacement	45,000	30,000	0	30,000
Horrocks Tank North (50,000lt)	35,000	23,332	0	23,332
Road Construction	5,225,989	1,741,972	473,279	1,268,693
Footpath/Carpark Construction	247,949	82,636	3,944	78,692
Tip Truck (Kalb Rubbish)	302,500	100,832	0	100,832
4WD Ute MPG	155,000	103,332	0	103,332
Nton Depot Stephen St Fencing	50,000	16,664	0	16,664
Kalbarri Airport Tiedowns	9,000	3,000	0	3,000
Port Gregory Tank (Midway)	60,000	20,000	0	20,000
	7,496,483	2,598,772	933,161	1,665,611

SHIRE OF NORTHAMPTON
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 OCTOBER 2024

OPERATING ACTIVITIES

6 DISPOSAL OF ASSETS

Asset Ref.	Asset description	Budget				YTD Actual			
		Net Book	Proceeds	Profit	(Loss)	Net Book	Proceeds	Profit	(Loss)
		Value				Value			
		\$	\$	\$	\$	\$	\$	\$	\$
Plant and equipment									
41800	CEO Toyota Prado (P314)	50,000	50,000	0	0			0	0
41760	Tip Truck (Kalb Rubbish P273)	20,000	20,000	0	0			0	0
41735	John Deere Mower P253	8,000	8,000	0	0			0	0
41792	Toyota Fortuna P306	30,000	30,000	0	0			0	0
41739	Mazda BT50 P259	5,000	5,000	0	0			0	0
41757	Dmax Space Cab P270	2,500	2,500	0	0			0	0
		115,500	115,500	0	0	0	0	0	0

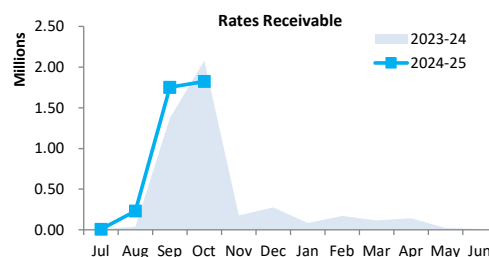


SHIRE OF NORTHAMPTON
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 OCTOBER 2024

OPERATING ACTIVITIES

7 RECEIVABLES

Rates receivable	30 Jun 2024	31 Oct 2024
	\$	\$
Opening arrears previous years	170,852	213,740
Levied this year	5,150,141	5,392,649
Less - collections to date	(5,107,253)	(4,094,351)
Gross rates collectable	213,740	1,512,038
Net rates collectable	213,740	1,512,038
% Collected	96.0%	73.0%



Receivables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Receivables - general	(2,026)	123,326	9,366	147	221,678	352,490
Percentage	(0.6%)	35.0%	2.7%	0.0%	62.9%	
Balance per trial balance						
Trade receivables	(12,131)	2,111,877	195	1,442	189,531	352,490
Rubbish receivables					537,453	165,294
GST receivable					4,328	0
Receivables for employee related provisions					(75,237)	0
Allowance for the impairment of rates receivable					41,250	0
Accrued Income					4,328	4,328
Emergency Services Levy					(75,237)	147,731
Pensioner rebates					41,250	9,303
Total receivables general outstanding						679,146

Amounts shown above include GST (where applicable)

KEY INFORMATION

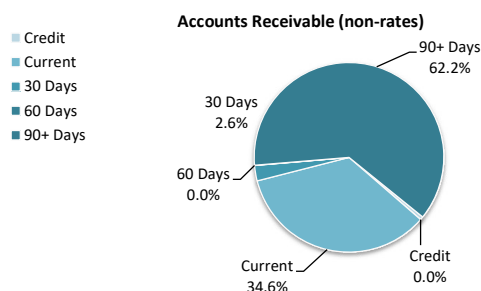
Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business.

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

Classification and subsequent measurement

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

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



**SHIRE OF NORTHAMPTON
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 OCTOBER 2024**

OPERATING ACTIVITIES

8 OTHER CURRENT ASSETS

	Opening Balance 1 July 2024	Asset Increase	Asset Reduction	Closing Balance 31 October 2024
	\$	\$	\$	\$
Other current assets				
Other financial assets at amortised cost				
Financial assets at amortised cost - self supporting loans	0		(8,755)	(8,755)
Inventory				
Fuel	11,944	76,024		87,968
Land held for resale				
Cost of acquisition	180,000			180,000
Total other current assets	191,944	76,024	(8,755)	259,213

Amounts shown above include GST (where applicable)

KEY INFORMATION

Other financial assets at amortised cost

The Shire 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.

Inventory

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

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

Land held for resale

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

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

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

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

**SHIRE OF NORTHAMPTON
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 OCTOBER 2024**

OPERATING ACTIVITIES

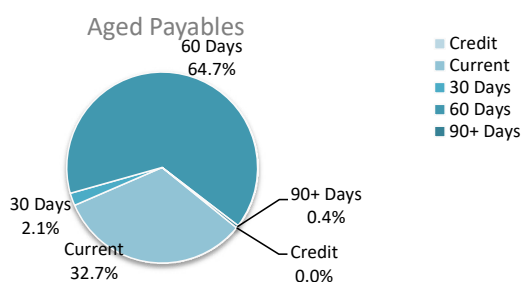
9 PAYABLES

Payables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Payables - general	0	175,340	11,364	347,113	2,343	536,160
Percentage	0.0%	32.7%	2.1%	64.7%	0.4%	
Balance per trial balance						
Sundry creditors						631,542
Accrued salaries and wages					13,875	13,360
Prepaid Rates					33,623	53,100
Bonds and Deposits					531,845	642,700
Accrued Expenditure					(18,036)	(18,036)
Total payables general outstanding						1,322,666

Amounts shown above include GST (where applicable)

KEY INFORMATION

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



SHIRE OF NORTHAMPTON
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 OCTOBER 2024

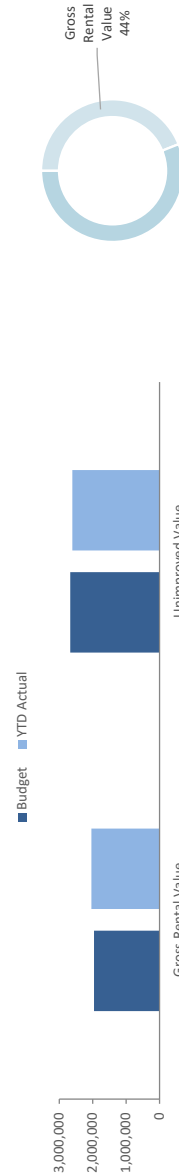
10 RATE REVENUE

General rate revenue

RATE TYPE	Rate in \$ (cents)	Number of Properties	Rateable Value	Rate Revenue	Budget Interim Rate Revenue	Total Revenue	YTD Actual		Total Revenue
							Rate Revenue	Interim Rate Revenue	
				\$	\$	\$	\$	\$	\$
Gross rental value									
Gross Rental Value	0.075526	1,589	25,978,888	1,962,082		1,962,082	1,998,248	48,295	2,046,543
Unimproved value									
Unimproved Value	0.006980	1,086	375,637,420	2,621,949	53,000	2,674,949	2,621,628	(9,665)	2,611,963
Sub-Total		2,675	401,616,308	4,584,031	53,000	4,637,031	4,619,876	38,630	4,658,506
Minimum payment									
Gross rental value									
Gross Rental Value	\$ 640	1,016	3,980,160	650,240		650,240	620,473		620,473
Unimproved value									
Unimproved Value	640	95	2,905,200	60,800		60,800	54,721		54,721
Sub-total		1,111	6,885,360	711,040	0	711,040	675,194	0	675,194
Total general rates						5,348,071			5,333,700
Specified area rates									
Rate in									
\$ (cents)									
Port Gregory Water Supply	0.038680	55	732,992	29,000		29,000	28,350	153	28,503
Kalbarri Tourism Rate	0.001350	1,778	21,918,752	30,000		30,000	29,568	877	30,446
Total specified area rates			22,651,744	59,000	0	59,000	57,918	1,030	58,949
Total						5,407,071			5,392,649

KEY INFORMATION

Prepaid rates are, until the taxable event for the rates has occurred, refundable at the request of the ratepayer. Rates received in advance give rise to a financial liability. On 1 July the prepaid rates were recognised as a financial asset and a related amount was recognised as a financial liability and no income was recognised. When the taxable event occurs the financial liability is extinguished and income recognised for the prepaid rates that have not been refunded.



SHIRE OF NORTHAMPTON
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 OCTOBER 2024

FINANCING ACTIVITIES

11 BORROWINGS

Repayments - borrowings

Information on borrowings

Information on borrowings		New Loans			Repayments		Outstanding		Repayments	
Particulars	Loan No.	1 July 2024	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
		\$	\$	\$	\$	\$	\$	\$	\$	\$
Staff Housing	154	40,325				(40,325)	40,325	0	118	(1,328)
RSL Hall Extensions	156	262,798				(50,428)	262,798	212,370	281	(6,889)
Plant Purchases	157	210,464			(16,781)	(33,695)	193,683	176,769	(984)	(4,599)
New Housing Loan	159			817,987		(8,331)	0	809,656		(15,322)
		513,587	0	817,987	(16,781)	(132,779)	496,806	1,198,795	(585)	(28,138)
Self supporting loans										
Pioneer Lodge		293,819	0	0	(8,755)	(17,684)	285,064	276,135	(1,435)	(13,413)
		293,819	0	0	(8,755)	(17,684)	285,064	276,135	(1,435)	(13,413)
Total		807,406	0	817,987	(25,536)	(150,463)	781,870	1,474,930	(2,020)	(41,551)
Current borrowings		150,463					124,927			
Non-current borrowings		656,944					656,944			
		807,407					781,871			

All debenture repayments were financed by general purpose revenue.
Self supporting loans are financed by repayments from third parties.

New borrowings 2024-25

Particulars	Amount Borrowed	Amount Borrowed	Institution	Loan Type	Term Years	Total Interest & Charges	Interest Rate	Amount (Used)		Balance Unspent
	Actual	Budget						Actual	Budget	
	\$	\$				\$	%	\$	\$	\$
Staff Housing		817,987	WATC	Fixed	20					
	0	817,987				0		0	0	0

KEY INFORMATION

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

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

**SHIRE OF NORTHAMPTON
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 OCTOBER 2024**

OPERATING ACTIVITIES

12 OTHER CURRENT LIABILITIES

	Note	Opening Balance 1 July 2024	Liability transferred from/(to) non current	Liability Increase	Liability Reduction	Closing Balance 31 October 2024
		\$	\$	\$	\$	\$
Other current liabilities						
Other liabilities						
Capital grant/contributions liabilities		1,096,534	0	0	0	1,096,534
Total other liabilities		1,096,534	0	0	0	1,096,534
Employee Related Provisions						
Provision for annual leave		345,939	0			345,939
Provision for long service leave		449,449	0			449,449
Annual leave oncosts		56,786	0			56,786
LSL oncosts		8,941	0			8,941
Total Provisions		861,115	0	0	0	861,115
Total other current liabilities		1,957,649	0	0	0	1,957,649

Amounts shown above include GST (where applicable)

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

KEY INFORMATION

Provisions

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

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

Employee Related Provisions

Short-term employee benefits

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

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

Other long-term employee benefits

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

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

Contract liabilities

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

Capital grant/contribution liabilities

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

SHIRE OF NORTHAMPTON
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 OCTOBER 2024

OPERATING ACTIVITIES

13 GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Unspent grant, subsidies and contributions liability					Grants, subsidies and contributions revenue		
	Liability	Increase in	Decrease in	Liability	Current	Adopted Budget	YTD	YTD Revenue
	1 July 2024	Liability	Liability	31 Oct 2024	Liability	Revenue	Budget	Actual
	\$	\$	(As revenue)	\$	\$	\$	\$	\$
Grants and subsidies								
GRANTS COMMISSION - GENERAL				0		266,918.00	91,244.00	70,913.50
GRANTS COMMISSION (LRCI3 22/23)						98,060.00		0.00
GRANTS COMMISSION - ROADS				0		150,112.00	37,528.00	21,439.50
EMERGENCY SERVICES LEVY - BFB				0		55,730.00	18,416.40	27,864.00
EMERGENCY SERVICES LEVY - SES				0		41,150.00	13,875.60	20,575.00
CONTRIBUTIONS/REIMBURSEMENTS				0		1,484.00	492.00	1,484.00
- MRD MAINTENANCE				0		269,339.00	269,339.00	0.00
DFES - COMMUNITY BENEFIT FUND				0		0.00	0.00	2,071,660.00
	0	0	0	0	0	882,793	430,895	2,213,936
Contributions								
CONTRIBUTIONS				0		15,000.00	5,000.00	782.00
OTHER SHIRE LSL CONTRIBUTION				0		0.00	0.00	0.00
OTHER SHIRE LSL CONTRIB.				0		0.00	0.00	0.00
REBATES AND COMMISSIONS				0		35,000.00	11,664.00	1,408.00
LEGAL CHARGES RATES (NO GST)				0		10,000.00	3,332.00	0.00
RATE EQUIVALENT PAYMENTS				0		24,058.00	0.00	0.00
REIMBURSEMENTS				0		7,000.00	2,332.00	0.00
CONTRIBUTIONS				0		5,000.00	1,664.00	0.00
REIMBURSEMENTS - OTHER				0		2,000.00	664.00	358.00
SELF SUPPORTING LOAN INTEREST REIMBURSEMENTS - PIONEER LODGE				0		13,413.00	4,468.00	5,803.00
REIMBURSEMENTS - HOUSING OTHER				0		16,500.00	5,500.00	71.00
CONTRIBUTIONS				0		35,000.00	11,664.00	0.00
REIMBURSEMENTS - DRUMMUSTER				0		4,000.00	1,332.00	0.00
REIMBURSE (ADVERTISING/PLANNING COMMISSION)				0		5,000.00	1,664.00	0.00
REIMBURSEMENTS				0		12,500.00	4,164.00	1,182.00
REIMBURSEMENTS				0		2,000.00	664.00	442.00
REIMBURSEMENTS- REC. CTRE/GOLF CLUB				0		3,300.00	1,100.00	2,015.00
REIMBURSEMENTS				0		0.00	0.00	259.00
CONTRIBUTIONS/REIMBURSEMENTS				0		31,883.00	10,624.00	0.00
CONTRIBUTION (INC STREET LIGHTING)				0		3,750.00	1,248.00	2,599.00
TOURISM AND AREA PROMOTION FUNDING				0		130,000.00	43,332.00	0.00
LEASE FEES - HALF WAY BAY COTTAGES				0		16,000.00	5,332.00	16,000.00
BUILDING REIMBURSEMENTS				0		1,500.00	500.00	227.00
REIMBURSEMENTS				0		10,000.00	3,332.00	3,090.00
LIA (KITSON CIRCUIT) UNITS ANNUAL RENT				0		4,500.00	1,500.00	0.00
REIMBURSEMENTS				0		0.00	0.00	0.00
INSURANCE CLAIMS - VEHICLES				0		2,000.00	664.00	0.00
DIESEL FUEL REBATE				0		45,000.00	15,000.00	12,581.00
SELF SUPPORTING LOAN INTEREST REIMBURSEMENTS - CEO				0		0.00	0.00	0.00
DFES/DFRAWA INCOME				0		7,597,689.00	2,532,560.00	7,370.00
	0	0	0	0	0	8,116,238	2,697,348	66,039
TOTALS								

SHIRE OF NORTHAMPTON
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 OCTOBER 2024

INVESTING ACTIVITIES

14 CAPITAL GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Capital grant/contribution liabilities					Capital grants, subsidies and contributions revenue		
	Liability 1 July 2024	Increase in Liability	Decrease in Liability (As revenue)	Liability 31 Oct 2024	Current Liability 31 Oct 2024	Adopted Budget Revenue	YTD Budget	YTD Revenue Actual
	\$	\$	\$	\$	\$	\$	\$	\$
Capital grants and subsidies								
ROADS TO RECOVERY FUNDING				0		723,500	241,164	0
BLACKSPOT & MASSACTION FUNDING				0		3,260,912	1,086,968	0
LRCI - LITTLE BAY ROAD & GREY STREET ASPHALT				0		743,100	247,700	0
WA BIKE NETWORK GRANT				0		95,599	31,864	65,599
REGIONAL ROAD GROUP FUNDING				0		301,692	100,564	0
	0	0	0	0	0	5,124,803	1,708,260	65,599

**SHIRE OF NORTHAMPTON
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 OCTOBER 2024**

15 BONDS & DEPOSITS

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

Description	Opening Balance 1 July 2024	Amount Received	Amount Paid	Closing Balance 31 Oct 2024
	\$	\$	\$	\$
Transportable House Bonds	17,000	20,000	0	37,000
Footpath Bonds	23,007	3,000	(2,500)	23,507
Building Levies (BCITF & BRB)	346	14,090	(4,468)	9,968
Community Bus Bond	5,400	650	0	6,050
Unclaimed Monies - Rates	5,179	0	0	5,179
RSL Hall Key Bond	430	0	0	430
Special Series Plates	4,510	1,550	(1,000)	5,060
Northampton Child Care Association	23,739	38	0	23,778
Horrocks Memorial Wall	1,198	500	(250)	1,448
One Life	940	0	0	940
Rubbish Tip Key Bond	1,800	34	0	1,834
Horrocks - Skate/Pump Park	2,000	0	0	2,000
RSL - Kalbarri Memorial	31,883	0	0	31,883
DOT - Department of Transport	0	121,216	(117,241)	3,976
Rates - Overpaid	30,761	0	0	30,761
Horrocks Lookout	1,353	0	0	1,353
Miscellaneous Deposits	240	0	0	240
Retentions	0	260,350	(115,677)	144,673
	149,787	421,428	(241,136)	330,079

ELECTRONIC FUNDS TRANSFERS FROM MUNICIPAL FUND

EFT #	Date	Name/Payee	Description	Amount
EFT27024	04/11/2024	GRADING SERVICES AUSTRALIA PTY LTD (BAILEY'S GRAVEL)	PRE HARVEST CONTRACT GRADING WORKS ROB/SWAMP/YALLABATHARRA/IVANS/YERINA SPRINGS RDS	15840.00
EFT27025	04/11/2024	THE GREEN MAN TREE SERVICES	HAMPTON GRDS TREE PRUNING	2640.00
EFT27026	14/11/2024	AERODROME MANAGEMENT SERVICES	KALBARRI AIRSTRIP PAVEMENT REGULATION RATING	2475.00
EFT27027	14/11/2024	AFGRI GERALDTON	KALBARRI MOWER PARTS	817.77
EFT27028	14/11/2024	AW CRAGAN & ALLCAPRI PTY LTD	HAMPTON GRDS/CEMETERY EXCAVATOR HIRE	756.25
EFT27029	14/11/2024	ARROW BRONZE	NTON CEMETERY PLAQUE	544.19
EFT27030	14/11/2024	AUSTRALIA POST	POSTAGE	771.10
EFT27031	14/11/2024	AUSSIE NATURAL SPRING WATER GERALDTON	NTON OFFICE WATER BOTTLES	44.85
EFT27032	14/11/2024	BABA MARDIA ROAD SERVICES	BINNU EAST RD TRAFFIC CONTROL	3512.64
EFT27033	14/11/2024	BLACKWOODS	VEHICLE GREASE, JUMP STARTER PACK	1700.54
EFT27034	14/11/2024	BUILDING & CONST INDUSTRY TRAINING FUND	BC/TF OCT 24	3245.29
EFT27035	14/11/2024	BUNNINGS (GERALDTON WAREHOUSE)	PLANTS, STEPHEN ST DEPOT TIMBER	939.13
EFT27036	14/11/2024	CENTRAL WEST PUMP SERVICE	HARVEY RD PUMP REPLACED, KALB	53818.60
EFT27037	14/11/2024	CITY OF GREATER GERALDTON	OVAL/FSHORE 2 PUMPS REPLACED (INS CLAIM)	4844.00
EFT27038	14/11/2024	CIVIC LEGAL	REFUSE DISPOSAL MERU	7370.00
EFT27039	14/11/2024	BOC GASES AUSTRALIA	LEGAL ADVICE	45.16
EFT27040	14/11/2024	WINC AUSTRALIA PTY LTD	INDUSTRY GASES	1667.12
EFT27041	14/11/2024	TEAM GLOBAL EXPRESS PTY LTD	PICOPIER MTCE	109.00
EFT27042	14/11/2024	CRAMER & NEILL REFRIGERATION	FREIGHT	3476.57
EFT27043	14/11/2024	GARY DUNGATE	FITZG ST HOUSE INSTALL A/C	4163.50
EFT27044	14/11/2024	ELDERS RURAL SERVICES AUSTRALIA LTD	NTON CEMETERY NICHE WALL INSTALL, MARY ST REPLACE BOLLARD	3899.16
EFT27045	14/11/2024	ENGIN	PIPE FITTINGS, FERTILISER, TOILETS SUPPLIES	362.56
EFT27046	14/11/2024	MICHAEL JOHN ERNST	TELEPHONE CHARGES	547.36
EFT27047	14/11/2024	DEPT OF MINES, IND REGULATION AND SAFETY	RATE REFUND	4843.56
EFT27048	14/11/2024	FORPARK AUSTRALIA	BRB OCT 24	1715.67
EFT27049	14/11/2024	FOX TRANSPORTABLES	NCC PLAYGROUND EQUIPMENT	500.00
EFT27050	14/11/2024	GCO AUSTRALIA PTY LTD	KERB DEPOSIT REFUND	3291.20
EFT27051	14/11/2024	GERALDTON AG SERVICES	NTON ELECTRICAL TEST & TAG	608.52
EFT27052	14/11/2024	GERALDTON GLASS SERVICE	TRUCK TARP WIRE ROPE	3850.00
EFT27053	14/11/2024	GREAT NORTHERN RURAL SERVICES	STEPHEN ST DEPOT SECURITY DOORS	72.67
EFT27054	14/11/2024	GREENFIELD TECHNICAL SERVICES	NTON OFFICE RETIC PARTS	4123.35
EFT27055	14/11/2024	MARK ALLAN GROSVENOR	KALBARRI RD WIDENING WORKS CONSULTANT RATE REFUND	259.73

ELECTRONIC FUNDS TRANSFERS FROM MUNICIPAL FUND

EFT27056	14/11/2024	C + J HANSON PLUMBING CONTRACTORS	VARIOUS PLUMBING REPAIRS	1382.04
EFT27057	14/11/2024	HERSEY'S SAFETY PTY LTD	HARDWARE, PPE	688.60
EFT27058	14/11/2024	HOLLOMBY FOUNDATION	GERALDTON UNIVERSITY 2025 SCHOLARSHIP	2000.00
EFT27059	14/11/2024	HOPPY'S PARTS R US	TIP TRUCK HYDRAULIC JACK, PUMP MOUNTS	536.05
EFT27060	14/11/2024	HOSEXPRESS	BACKHOE PARTS	223.85
EFT27061	14/11/2024	HOSEY'S CONTRACTING	STEPHEN ST MODULA HOUSE RETAINING WALL	18370.60
EFT27062	14/11/2024	LYNN ELIZABETH HOWELL	RATE REFUND	731.08
EFT27063	14/11/2024	INDEPENDENT RURAL PTY LTD	RETIC, HARDWARE, FERTILISER	1973.08
EFT27064	14/11/2024	INFINITY SKATE INC.	COMMUNITY GRANT	5000.00
EFT27065	14/11/2024	KALBARRI EXPRESS FREIGHT	FREIGHT	47.62
EFT27066	14/11/2024	BP KALBARRI	RETIC, HARDWARE	316.03
EFT27067	14/11/2024	KALBARRI WAREHOUSE	RETIC, HARDWARE, PPE, PLANTS	240.35
EFT27068	14/11/2024	KALBARRI REFRIGERATION AND AIRCONDITIONING	KALBARRI REFUSE SITE DEGAS AC & FRIDGES	495.00
EFT27069	14/11/2024	GRAEME RALPH	BINNU EAST RD WATER CART HIRE, ALLEN CENTRE DUP EXCAVATOR HIRE	2697.75
EFT27070	14/11/2024	KEMPTON ELECTRICAL CONTRACTING	ROBINSON ST HOUSE AC, VARIOUS ELECTRICAL WORKS	6242.29
EFT27071	14/11/2024	KALBARRI TENNIS CLUB INC.	COMMUNITY GRANT	2300.00
EFT27072	14/11/2024	NUTRIEN AG SOLUTIONS NORTHAMPTON	HERBICIDES	448.97
EFT27073	14/11/2024	LG BEST PRACTICES PTY LTD	FINANCE MANAGERS COURSE	2112.00
EFT27074	14/11/2024	MCLEODS BARRISTERS & SOLICITORS	LEGAL FEES	1361.14
EFT27075	14/11/2024	HAYDEN MCTAGGART PTY LTD	REIMB OVERPAYMENT OF BCITF LEVY	116.60
EFT27076	14/11/2024	LGRCEU	PAYROLL DEDUCTIONS	41.00
EFT27077	14/11/2024	MIDWEST TURF SUPPLIES	KALBARRI & NTON OVAL TURF UPGRADE	59520.00
EFT27078	14/11/2024	MIDWEST AERO MEDICAL AIR AMBULANCE	PRE EMPLOYMENT MEDICALS	1990.56
EFT27079	14/11/2024	MIDWEST SAFETY AND TRAINING PTY LTD	STAFF TRAINING CONFINED SPACE	2740.00
EFT27080	14/11/2024	NAPA	VEHICLE PARTS,CRC	414.15
EFT27081	14/11/2024	NORTHAMPTON IGA PLUS LIQUOR	REFRESHMENTS, GOODS	448.35
EFT27082	14/11/2024	NORTHAMPTON AUTO ELECTRICS	HKS FIRETRUCK REPAIRS, BATTERIES	1309.00
EFT27083	14/11/2024	NOVUS AUTOGLASS MIDWEST	VEHICLES (3) WINDSCREEN REPLACEMENT	2779.50
EFT27084	14/11/2024	OAKS CIVIL CONTRUSCTION	BALLA WHELLARA RD TRAFFIC CONTROL	3415.50
EFT27085	14/11/2024	OBRIEN SMASH REPAIRS	NR10441 INSURANCE EXCESS	300.00
EFT27086	14/11/2024	KALBARRI PALM RESORT	STAFF ACCOMMODATION	218.00
EFT27087	14/11/2024	DAVID PAYNE	REIMB DRIVEWAY CROSSEVER	500.00
EFT27088	14/11/2024	PEMCO DIESEL	PT GREG FIRETRUCK SERVICE	2184.08
EFT27089	14/11/2024	PORT GREGORY CARAVAN PARK	PT GREG FIRETRUCK FUEL	253.88
EFT27090	14/11/2024	PRINT MEDIA GROUP	BFB VEHICLE REGISTRATION STICKERS	42.95
EFT27091	14/11/2024	ROAD RUNNER MECHANICAL SERVICES	TIP TRUCK REPAIRS	4483.74
EFT27092	14/11/2024	SYNERGY	ELECTRICITY CHARGES	16652.50

ELECTRONIC FUNDS TRANSFERS FROM MUNICIPAL FUND

EFT27093	14/11/2024	THE SHEARING SHED CAFE	REFRESHMENTS	189.75
EFT27094	14/11/2024	SKYTRUST	SKYTRUST SUBSCRIPTION	493.90
EFT27095	14/11/2024	MIDWEST AUTO GROUP	131NR SERVICE	522.15
EFT27096	14/11/2024	TELSTRA	TELEPHONE CHARGES	2244.54
EFT27097	14/11/2024	TOTALLY WORKWEAR GERALDTON	UNIFORMS, SAFETY BOOTS	341.51
EFT27098	14/11/2024	WBS MODULAR PTY LTD T/AS EVOKE LIVING HOMES	WOODS & STEPHEN ST MODULA HOUSE	
			PROGRESS PAYMENTS	119601.35
EFT27099	14/11/2024	WESTRAC EQUIPMENT PTY LTD	BACKHOE, LOADER, GRADER PARTS	3682.60
EFT27100	14/11/2024	WEST AUSTRALIAN NEWSPAPERS LTD	ADVERTISING	351.98
EFT27101	14/11/2024	WILSONS SIGN SOLUTIONS	HKS MEMORIAL WALL PLAQUE	165.00
EFT27102	14/11/2024	DEPARTMENT OF FIRE AND EMERGENCY SERVICES	24/25 ESL CONTRIBUTION	349987.70
EFT27103	14/11/2024	NORTHERN COUNTRY ZONE WALGA	24/25 NORTHERN COUNTRY ZONE WALGA	
			ANNUAL SUBSCRIPTION	1800.00
EFT27104	21/11/2024	WINC AUSTRALIA PTY LTD	P/COPIER MTCE, FILING CABINETS	3265.75
EFT27105	21/11/2024	TRAIL CAMERAS	REFUSE SITES SECURITY TRAIL CAMERAS	3510.15
EFT27106	28/11/2024	AMAZZINI & SON	NTON MAIN ST PAVERS	8920.80
EFT27107	28/11/2024	BATAVIA COAST TRIMMERS	NCC SHADE SAIL REPAIRS	320.00
EFT27108	28/11/2024	BLACKWOODS	KALBARRI TOOLS	1199.02
EFT27109	28/11/2024	LIBERTY NORTHAMPTON	HKS FUEL	1236.67
EFT27110	28/11/2024	BUNNINGS (GERALDTON WAREHOUSE)	PLANTS, HARDWARE	1014.35
EFT27111	28/11/2024	CITY OF GREATER GERALDTON	REFUSE DISPOSAL MERU	23400.90
EFT27112	28/11/2024	CLEANAWAY OPERATIONS PTY LTD	REFUSE COLLECTION	46894.35
EFT27113	28/11/2024	COASTAL ELECTRICAL & SOLAR	KALBARRI MENS SHED ELECTRICAL WORKS,	
			KALBARRI DUP LIGHT REPLACEMENTS	15016.72
EFT27114	28/11/2024	TEAM GLOBAL EXPRESS PTY LTD	FREIGHT	207.14
EFT27115	28/11/2024	CENTREPOINT EARTHMOVING	PRE HARVEST 2024 ROAD WORKS OGILVIE SOUTH	
			RD	17583.50
EFT27116	28/11/2024	CRAMER & NEILL REFRIGERATION	NTON OFFICE, NTON DRS REPLACE AC, VARIOUS	
			LOCATIONS SERVICE AC	12136.81
EFT27117	28/11/2024	SIMON DRAGE	NONCOMPLIANT FIREBREAKS CONTRACTING,	
			CEMETERY TOILET DOOR REPAIRS	2739.00
EFT27118	28/11/2024	ELDERS RURAL SERVICES AUSTRALIA LTD	ASPHALT, TOILETS SUPPLIES, HARDWARE	3075.14
EFT27119	28/11/2024	ELGAS	SALAMIT PL HOUSE GAS BOTTLE	196.00
EFT27120	28/11/2024	EVERYDAY LANDSCAPING	KALBARRI GREY ST PAVING	8034.40
EFT27121	28/11/2024	GERALDTON AUTO WHOLESALERS	NTON GARDENER VEHICLE	41946.80
EFT27122	28/11/2024	GERALDTON FUEL COMPANY PTY LTD	FUEL CARD PURCHASES	3677.86
EFT27123	28/11/2024	GHD PTY LTD	CONSULTANT FEE RAINFALL EVENTS 2024, NTON	
			DISASTER RECOVERY WORKS	59364.11
EFT27124	28/11/2024	GREAT NORTHERN RURAL SERVICES	HAMPTON GARDENS RETIC	205.70
EFT27125	28/11/2024	GREENFIELD TECHNICAL SERVICES	KALBARRI RD WIDENING WORKS CONSULTANT	1570.80

ELECTRONIC FUNDS TRANSFERS FROM MUNICIPAL FUND

EFT27126	28/11/2024	GREAT SOUTHERN FUEL SUPPLY	DEPOT FUELS, FUEL CARDS	50395.80
EFT27127	28/11/2024	C + J HANSON PLUMBING CONTRACTORS	PT GREG WATER SUPPLY REPAIR LEAK	708.97
EFT27128	28/11/2024	HITACHI CONSTRUCTION MACHINERY (AUSTRALIA)	LOADER PARTS	5607.76
EFT27129	28/11/2024	HOPPY'S PARTS R US	UTE TOOLBOX GAS STRUTS	118.80
EFT27130	28/11/2024	HORROCKS COMMUNITY CENTRE INC.	COMMUNITY GRANT	4000.00
EFT27131	28/11/2024	HOSEXPRESS	BACKHOE PARTS	234.70
EFT27132	28/11/2024	HOSEY'S CONTRACTING	BINNU TIP ASBESTOS CLEANUP & REMOVAL	2425.50
EFT27133	28/11/2024	KALBARRI AUTO CENTRE	101NR SERVICE	842.60
EFT27134	28/11/2024	KALBARRI EXPRESS FREIGHT	FREIGHT	66.92
EFT27135	28/11/2024	KALBARRI DEVELOPMENT ASSC INC	COMMUNITY GRANT	4400.00
EFT27136	28/11/2024	GRAEME RALPH	DRFA COASTAL INFRASTRUCTURE WORKS,	
			ALLEN CENTRE DUP EXCAV HIRE, VERGE GRAVEL	16021.50
EFT27137	28/11/2024	KEMPTON ELECTRICAL CONTRACTING	RAKE PL HOUSE REPLACE A/C, LIGHTS & FANS	3404.50
EFT27138	28/11/2024	KALBARRI OFFSHORE & ANGLING CLUB INC	COMMUNITY GRANT	4000.00
EFT27139	28/11/2024	KALBARRI PEST CONTROL (BC DIGGINS & KP LAW)	KALBARRI OVAL PEST SPRAY	650.00
EFT27140	28/11/2024	LGRCEU	PAYROLL DEDUCTIONS	41.00
EFT27141	28/11/2024	MIDWEST KERBING	ALLEN CENTRE DUP/RAMPS/KERB	29507.50
EFT27142	28/11/2024	MIDWEST AERO MEDICAL AIR AMBULANCE	PRE EMPLOYMENT MEDICAL	663.52
EFT27143	28/11/2024	ML COMMUNICATIONS	131NR INSTALL DASHCAM/DUAL BATTERY/MOBILE CRADLE	4586.62
EFT27144	28/11/2024	NAPA	SUNDRY VEHICLES HARDWARE	1579.83
EFT27145	28/11/2024	NORTHAMPTON IGA PLUS LIQUOR	REFRESHMENTS, GOODS	273.44
EFT27146	28/11/2024	NORTHAMPTON NEWSAGENCY	STATIONERY, NEWSPAPERS	955.27
EFT27147	28/11/2024	NORTHAMPTON AUTO ELECTRICS	VEHICLE ELECTRICAL MTCE	3522.30
EFT27148	28/11/2024	NORTHAMPTON PHARMACY	INSECT REPELLENT	40.00
EFT27149	28/11/2024	NORTHAMPTON TOURIST ASSOCIATION	CONTRIBUTION AUSTRALIA DAY EVENT	500.00
EFT27150	28/11/2024	NORTHAMPTON FAMILY STORE	UNIFORMS	581.45
EFT27151	28/11/2024	GERALDTON CLEANPAK TOTAL SOLUTIONS	NTON OFFICE HAND TOWELS, TOILET PAPER	319.60
EFT27152	28/11/2024	PEMCO DIESEL	BINNU FIRE TRUCK ELECTRICAL REPAIRS	804.10
EFT27153	28/11/2024	PUBLIC LIBRARIES WESTERN AUSTRALIA INC.	PUBLIC LIBRARIES WA 24/25 MEMBERSHIP	300.00
EFT27154	28/11/2024	RED DUST HOLDINGS	DRFA COASTAL WORKS GRAVEL CARTAGE	
			BISHOPS GULLY TO JACQUES POINT	60799.75
EFT27155	28/11/2024	SCAVENGER SUPPLIES PTY LTD	BFB PROTECTIVE CLOTHING	8587.70
EFT27156	28/11/2024	SENIORS RECREATIONAL COUNCIL W A	REIMB BUS BOND	200.00
EFT27157	28/11/2024	STRATEGIC LEADERSHIP CONSULTING	CEO PERFORMANCE REVIEW	6400.90
EFT27158	28/11/2024	STIRRUP IRON CONTRACTING PTY LTD	PRE HARVEST ROAD REPAIR GRADER HIRE	12540.00
EFT27159	28/11/2024	RAELENE TARCHINI	REIMB PRESCRIPTION GLASSES	300.00
EFT27160	28/11/2024	TELSTRA	TELEPHONE CHARGES	553.26
EFT27161	28/11/2024	THE SEWING FAIRY	UNIFORM EMBROIDERY	110.00

ELECTRONIC FUNDS TRANSFERS FROM MUNICIPAL FUND

EFT27162	28/11/2024	THURKLE'S EARTHMOVING & MAINTENANCE PTY LTD	ROAD REPAIRS GRAVEL STOCKPILE BINNU EAST/HORAN/AJANA EAST RDS	19316.00
EFT27163	28/11/2024	2V NET IT SOLUTIONS	COMPUTER STAFF RESTRUCTURE	3675.00
EFT27164	28/11/2024	LANDGATE	VALUATION EXPENSES	415.51
EFT27165	28/11/2024	WESTRAC EQUIPMENT PTY LTD	LOADER PARTS	381.70
EFT27166	28/11/2024	WESTERN AUSTRALIAN TREASURY CORPORATION	LOAN 154	20658.33
EFT27167	28/11/2024	WILSONS SIGN SOLUTIONS	COUNCIL CHAMBER HONOUR BOARD	242.00
EFT27168	28/11/2024	ROSALYN FRANCES KELLY	RATE REFUND	771.05
EFT27169	28/11/2024	ADELE MAREE ORME	RATE REFUND	63.86
				<u>\$1,284,493.94</u>

MUNICIPAL FUND CHEQUES

Chq #	Date	Name/Payee	Description	Amount
22529	01/11/2024	PETTY CASH NORTHAMPTON	PETTY CASH RECOUP	194.80
22530	18/11/2024	PETTY CASH NORTHAMPTON	PETTY CASH RECOUP	132.65
22531	14/11/2024	GERALDTON MOWER & REPAIR SPECIALISTS	MOWER & WHIPPER PARTS, VACUUM BAGS	1225.00
22532	14/11/2024	SHIRE OF NORTHAMPTON	BRB & BCITF COMMISSION OCT 24	184.25
22533	20/11/2024	DEPARTMENT OF TRANSPORT	SPECIAL SERIES PLATES	200.00
22534	28/11/2024	KLEENHEAT GAS	FITZG ST HOUSE GAS BOTTLE SERVICE CHARGE	49.50
22535	28/11/2024	WATER CORPORATION	WATER USE & SERVICE CHARGES	128.94
			\$ 1,920.34	

Jnl #	Jnl Date	Name/Payee	Transaction Date	Description	Transaction Amount	Total
		PAYROLL	10/10/2024	FN/E 09/10/2024		124,122.00
		SUPERCHOICE	14/10/2024	SUPERANNUATION PAY FN/E 09/10/2024		27,382.53
		PAYROLL	24/10/2024	FN/E 23/10/2024		124,709.00
		SUPERCHOICE	28/10/2024	SUPERANNUATION PAY FN/E 23/10/2024		27,638.59
GJ0401	31/10/2024	NATIONAL AUSTRALIA BANK	31/10/2024	BANK FEES		250.86
GJ0402	31/10/2024	COMMONWEALTH BANK	31/10/2024	BANK MERCHANT FEES		1,503.12
GJ0403	31/10/2024	NATIONAL AUSTRALIA BANK	31/10/2024	BPOINT FEES		109.35
GJ0404	31/10/2024	NATIONAL AUSTRALIA BANK	31/10/2024	BPAY		766.48
GJ0410	31/10/2024	NAB CEO CORPORATE CARD	06/09/2024	2VNET COMPUTER MTCE	9.93	
			06/09/2024	HARVEY NORMAN ACER LAPTOP	1,965.00	
			09/09/2024	2VNET COMPUTER MTCE	14.30	
			12/09/2024	2VNET COMPUTER MTCE	574.75	
			13/09/2024	MICROSOFT STORE WINDOWS PRO (ACER LAPTOP)	169.00	
			13/09/2024	2VNET COMPUTER MTCE	331.98	
			16/09/2024	2VNET COMPUTER MTCE	50.00	
			17/09/2024	EZIPRINT MEDIA GROUP SAFETY INFORMATION	15.00	
			20/09/2024	2VNET COMPUTER MTCE	75.34	
			23/09/2024	ADOBE	244.94	
			25/09/2024	2VNET COMPUTER MTCE	543.40	
			27/09/2024	CARD FEE	9.00	4,002.64
GJ0411	31/10/2024	NAB EMWTS CORPORATE CARD	05/09/2024	BUNNINGS NCC SHADE SAILS HARDWARE	35.24	
			24/09/2024	INET LTD KALBARRI DEPOT INTERNET	79.99	
			26/09/2024	HEAVY AUTOMATICS VEHICLE TANK KIT	862.79	
			27/09/2024	CARD FEE	9.00	987.02
GJ0412	31/10/2024	NAB EMCDR CORPORATE CARD	02/09/2024	BELAIR GARDENS CARAVAN PARK STAFF ACCOMM	410.00	
			27/09/2024	CARD FEE	9.00	419.00
					<u>\$ 311,890.59</u>	

FUEL CARD PURCHASES

Payment #	Payment Date	Name/Payee	Transaction Date	Description	Transaction Amount	Total
EFT27122	28/11/2024	GERALDTON FUEL COMPANY PTY LTD	04/10/2024	CEO TOYOTA PRADO	179.88	
			22/10/2024	CEO TOYOTA PRADO	181.42	
			22/10/2024	BS ISUZU MUX	111.29	
			15/10/2024	EMWTS FORD RANGER	142.30	
			15/10/2024	EMWTS FORD RANGER (FOR DEPOT BOWSERS)	1,088.10	
			06/10/2024	EHO CAMRY	77.34	
			14/10/2024	EHO CAMRY	70.75	
			21/10/2024	EHO CAMRY	60.22	
			27/10/2024	EHO CAMRY	61.18	
			01/10/2024	P&G FORTUNA	86.51	
			04/10/2024	P&G FORTUNA	78.70	
			06/10/2024	P&G FORTUNA	50.37	
			06/10/2024	P&G FORTUNA	90.45	
			11/10/2024	P&G FORTUNA	98.99	
			15/10/2024	P&G FORTUNA	49.27	
			17/10/2024	P&G FORTUNA	77.31	
			18/10/2024	P&G FORTUNA	76.93	
			20/10/2024	P&G FORTUNA	66.60	
			21/10/2024	P&G FORTUNA	56.81	
			22/10/2024	P&G FORTUNA	66.09	
			25/10/2024	P&G FORTUNA	85.90	
			27/10/2024	P&G FORTUNA	100.74	
			28/10/2024	P&G FORTUNA	75.57	
			31/10/2024	P&G FORTUNA	79.55	
			04/10/2024	EMCDR FORD RANGER	144.18	
			08/10/2024	EMCDR FORD RANGER	124.86	
			20/10/2024	EMCDR FORD RANGER	120.56	
			27/10/2024	EMCDR FORD RANGER	126.72	
				SUNDRY PLANT	49.27	\$ 3,677.86
EFT27126	28/11/2024	GREAT SOUTHERN FUEL SUPPLY				
			02/10/2024	DEPOT BOWSERS, BOWSER PUMP REPAIR	49,664.02	
			BS ISUZU MUX		125.26	
			11/10/2024	BS ISUZU MUX	120.00	
			17/10/2024	BS ISUZU MUX	75.70	
			25/10/2024	BS ISUZU MUX	112.25	
			13/10/2024	CEO PRADO	169.77	
			13/10/2024	EMCDR FORD RANGER	128.80	\$ 50,395.80

Ref:11.18/A1974/OCR42113



52 Harvey Rd
Northampton WA 6535
P O Box 219
Northampton WA 6535
ntncc@bigpond.com

Shire of Northampton
P O Box 61
Northampton WA 6535

Dear Shire President, Shire Councillors & Michelle

Thank you, Michelle, for taking the time to meet with our representatives on Friday 22/11/2024 to address our lease renewal questions and the ongoing building maintenance requests.

Our committee has reviewed the initial draft lease and would like to submit some minor changes for council to consider and accept.

These amendments are as follows

- Clause 5.3- add "*or as determined by council*"
- Add a school usage clause in clause 4 use of Demised Premises

Appendix 1

- Amend all references under Shire responsibility from "renewal and upgrade as determined by council" to "renewal and upgrade as determined by council in consultation with the Lessee."
- Item 11 Garden and surrounds- move all points under Lessee responsibility to shire responsibility as the majority of the garden is outside of the leased area, we have not previously taken care of any garden maintenance.
- Item 14 -amend lessee responsibility to "*Commence a staggered painting program over agreed time frame*"
The NCC will need to commence a reserve fund to be able to cover the cost of repainting every painted surface so would like to have the ability to negotiate on this requirement.
- Item 14 - add "in consultation with the lessee" to "Paint and colour to be approved by Shire" and move to Shire responsibility column
- Item 15 Pest control- move points 2 & 3 for Termite inspection and treatment to Shire responsibility and amend the word *pest* to *vermin* in "*Maintenance and renewal of assets attributable to neglect of pest control*"
- Item 26 Playground –amend Lessee responsibility to "*keep in a clean and tidy state at all times*"

With the appointment of Michelle as our primary point of contact we are looking forward to working with the Shire to address building maintenance issues, of which some have persisted for several years.

The items we would like addressed are as follows

Maintenance, upgrade or renewal

- A permanent solution to stop the sewerage smell permeating through the building
- Review and report on condition of the septic & leach drain
- The rising damp located on the stadium wall oval side
- Removal of old rainwater tank downstairs near squash courts
- Window treatments in function centre & gym need replacing which was flagged 3 years ago
- Replace or repair gutters and downpipes
- Bird control measures to prevent nesting as spikes are insufficient
- Review location of gas bottles and investigate if it is possible to move away from current position due to safety concerns.

Electricity

Currently the way we are charged for electricity isn't transparent and an explanation as to how it is calculated hasn't yet been forthcoming. We would like to have a sub meter or sub meters installed to differentiate the use/cost of electricity for each facility on Lot 469 on Deposited Plan 217042, our electricity charge should only be for the building and the lights over the multi-use courts.

Despite the NCC committee installing solar panels in 2021, our electricity invoices have not decreased as expected, particularly during the summer when the facility is used less compared to winter.

Painting

We acknowledge the refurbished section of the facility hasn't been painted since the rebuild, and some areas we have no record of when a repaint has occurred except for the areas we have made improvements to in the last year.

We kindly request the shire to consider completing a full repaint at the commencement of the new lease term, this will allow the NCC to commence a reserve fund, for the completion of future repainting requirements in agreement with the Shire.

We look forward to finalising the lease and working with you to resolve the building maintenance concerns we have raised.

Yours Sincerely



Nathan Teakle
Chairperson
Northampton community Centre Incorporated

FORM L1C

FORM APPROVAL No.LAA-1022

TENURE CODE

WESTERN AUSTRALIA
 LAND ADMINISTRATION ACT 1997
 TRANSFER OF LAND ACT 1893 as amended

LEASE OF CROWN LAND (L)

DESCRIPTION OF LAND (NOTE 1)

Portion of Lot 469 (No. 52 Harvey Road, Northampton on Deposited Plan 217042, being the portion shown hachured on the sketch in the plan attached to this Lease

EXTENT

Portion

VOLUME

LR3054

FOLIO

520

ENCUMBRANCES (NOTE 2)

Nil

LESSOR/LESSORS (NOTE 3)

SHIRE OF NORTHAMPTON of 199 Hampton Road, Northampton, Western Australia

LESSEE/LESSEES (NOTE 4)

NORTHAMPTON COMMUNITY CENTRE INC. of Post Office Box 219, Northampton, Western Australia

TERM OF LEASE (NOTE 5)

5 Years

0 Months

0 Days

Commencing from the **19th day of December** in the year 2024
 with an option of a further term of five years

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

For the above term for the clear yearly rental of (Note 7) Two Hundred dollars
 payable (Note 8) upon demand

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

**2024
LEASE**

Northampton Community Centre

SHIRE OF NORTHAMPTON
(ABN 13 596 797 267)
(Lessor)

and

NORTHAMPTON COMMUNITY CENTRE INC.
(ABN 30 681 508 855)
(Lessee)

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SCHEDULE 1 – LEASE DETAILS**SCHEDULE 2 - PLAN**

THIS DEED is made on the date specified in the Schedule

BETWEEN:

SHIRE OF NORTHAMPTON (ABN 13 596 797 267) of 199 Hampton Road Northampton, Western Australia 6535 ("the Lessor") of the first part

AND

NORTHAMPTON COMMUNITY CENTRE INC. (ABN 30 681 508 855) of Post Office Box 219, Northampton, Western Australia ("the Lessee")

WHEREAS:

- A. Reserve 23432 on Crown Land Title Vol LR3054 Folio 520 is vested in the Lessor pursuant to Section 46 of the Land Administration Act 1997 in trust for the purpose of "Showground and Recreation".
- B. Subject to the consent of the Minister for Lands on behalf of the state of Western Australia in accordance with Section 18 of the Land Administration Act 1997 being obtained hereto the Lessor has agreed to grant to the Lessee a lease of the Demised Premises upon the terms and conditions hereinafter contained.

NOW THIS DEED WITNESSES as follows:

Subject to the provisions of clause 16 hereof the Lessor HEREBY LEASES to the Lessee and the Lessee HEREBY TAKES ON LEASE the premises ("Demised Premises") described in Item 1 of the Schedule TO BE HELD by the Lessee for the term commencing on the date specified in Item 2 of the Schedule ("Date of Commencement") and terminating on the date or at the time specified in Item 3 of the Schedule ("Termination Date") (that period described herein as "the Term" which expression when not repugnant to the context includes any term determined before the date specified in Item 3 of the Schedule) at the rental calculated and payable as hereinafter provided and subject to the following terms covenants and conditions AND the Lessor and the Lessee HEREBY COVENANT AGREE AND DECLARE that throughout the Term (regardless of the date of this Deed or the date of execution of it by any party hereto) and any renewal or extension thereof:-

1. DEFINITIONS AND INTERPRETATION

1.1 Joint and Several Liability

Where two or more persons are the Lessee the covenants and obligations on their part herein contained bind them jointly and each of them severally.

1.2 Land

The term “Land” means the Reserve specified in the recitals hereto.

1.3 Lessee

The term “Lessee” means the Lessee above described and where the context permits includes in the case of a body corporate its successors in title and permitted assigns and in the case of a natural person his executors administrators and permitted assigns.

1.4 Lessee’s Covenants

The term “Lessee’s Covenants” means the covenants and agreements contained or implied in this Lease to be observed and performed by the Lessee.

1.5 Rental Year

The term “Rental Year” means each period of TWELVE (12) months during the Term the first commencing on the Date of Commencement and includes any period of less than TWELVE (12) months between the last complete Rental Year and the Termination Date.

1.6 Yearly Rental

The term “Yearly Rental” means the annual sum set forth in Item 4 of the Schedule payable as reviewed from time to time as hereinafter provided for.

1.7 Improvements

The term “Improvements” means any structure, building or other fixture or fitting in or upon the Demised Premises.

1.8 Captions and Headings

Captions and headings used herein are for convenience and reference only and shall not have any effect on the interpretation construction or effect hereof.

2. RENTAL**2.1 Manner of Payment of Yearly Rental**

The Lessee shall pay the Yearly Rental for each Rental Year during the Term in the manner described in Item 4 of the Schedule without any deduction or set off and without any demand therefore being made by the Lessor PROVIDED THAT the Lessor may from time to time review the Yearly Rental and the Lessee shall pay the Yearly Rental as reviewed from the beginning of the Rental Year to which the review

relates as specified by the Lessor in the notice from the Lessor to the Lessee advising of the reviewed Yearly Rental.

2.2 Goods and Services Tax

In this Lease unless repugnant to the context:

- (a) "Goods or Services" means goods or services supplied in the course of any activity to which GST applies;
- (b) "GST" means the Goods and Services Tax levied by the Federal Government on the value of Goods or Services;
- (c) the Lessee ACKNOWLEDGES that Goods or Services will be supplied by the Lessor to the Lessee during the Term comprising without limitation the provision of the Demised Premises upon the terms and conditions of this Lease in respect of which Yearly Rental is charged and other Goods or Services in respect of which the Lessor is entitled under the terms of this Lease to recover the cost thereof as an item of Yearly Outgoings.
- (d) The Lessee ACKNOWLEDGES AND AGREES with the Lessor that the amount of the Yearly Rental specified in this Lease and as reviewed from time to time is exclusive of the amount of GST payable in respect of it;
- (e) The Lessee shall:
 - (i) pay to the Lessor the amount of the GST payable in respect of the Yearly Rental at the same time as the Lessee pays the Yearly Rental.
 - (ii) pay to the Lessor the amount of the GST the Lessor has paid in respect of the amounts comprising the Yearly Outgoings at the same times and in the same manner as the Yearly Outgoings in respect of which GST has been paid by the Lessor are paid by the Lessee:
- (f) in respect of Goods or Services supplied to the Lessee at or in respect of the Demised Premises by anybody other than the Lessor and which do not comprise part of the Yearly Outgoings, the Lessee shall pay the GST in respect thereof.

3. OTHER LESSEE CHARGES

3.1 Utility Charges

Unless otherwise expressly provided herein the Lessee shall pay all local authority rates and (if applicable) all land tax and in addition all charges connection fees disconnection fees rental maintenance service

and other like costs payable in respect of water, electricity, gas and telephone services for the Demised Premises.

3.2 Costs of Lease

Upon demand being made by the Lessor or its solicitors the Lessee shall pay the reasonable costs and disbursements of the Lessor for the negotiation preparation execution registration and stamping of this lease including the costs of obtaining all necessary consents pursuant to clause 16 hereof.

3.3 Costs of Re-entry and Consents

Upon demand by the Lessor the Lessee shall pay all reasonable costs (as between solicitor and client) on an indemnity basis as well as all expenses incurred by the Lessor in relation to a determination of the Term or any attempt thereat a re-entry by the Lessor into the Demised Premises or any attempt thereat a surrender of this lease (including any stamp duties thereon) and the granting of any consent by the Lessor.

3.4 Insurance of Improvements

In the event that the Lessor effects or takes out insurance cover on all or any of the Improvements then the Lessee shall upon demand by the Lessor reimburse the Lessor for the cost of that insurance as to which the certificate of the Lessor shall be conclusive proof of the amount thereof.

4. USE OF DEMISED PREMISES

4.1 Permitted Use

The Lessee may use the Demised Premises for the purpose or purposes specified in Item 6 of the Schedule but not for any other use or purpose whatsoever.

The Lessee is to make the leased premises available to schools within the boundaries of the Shire of Northampton subject to reasonable notice being given and no prior booking having been made.

4.2 Regulations Ordinances and Local Laws

The Lessee shall at its own expense observe perform and fulfil the requirements of all statutes regulations ordinances or local laws relating to the Land and the Demised Premises and or the use to which the same are being put (other than those requiring structural alterations or additions unless those structural alterations or additions are required because of the particular use to which the Demised Premises are put by the Lessee or the number or sex of the Lessee's employees invitees

or licensees) and ensure that all employees invitees and licensees so observe those statutory regulations ordinances and local laws.

4.3 Annoying or Injurious Conduct

The Lessee shall not carry on or permit to be carried on in any part of the Demised Premises any noxious offensive or illegal activity or practice nor do or permit to be done therein any act or thing or use or permit to be used any plant or machinery which through noise odour vibration or otherwise is or may grow to be an annoyance nuisance grievance or disturbance or be damaging to any person including but not limited to any other tenant of the Land or to the Lessor or to the occupiers of land adjoining the Land. The Lessee shall not nor shall it permit any of its invitees or licensees to obstruct any part of the areas set aside by the Lessor as thoroughfares for vehicles or persons.

4.4 Improvements

The Lessee acknowledges that where there have been made by the Lessor improvements to the Demised Premises and where the Lessor has or has agreed to or may hereafter purchase acquire obtain or install any plant equipment or other improvements to the Demised Premises (as to which the certificate of the Lessor made or given from time to time shall be conclusive evidence) all of such improvements are now and will remain the property of the Lessor although the same shall at all times throughout the term hereof be kept and maintained by the Lessee at the Lessee's expense in at least the same condition as the same are at the Date of Commencement or the date of acquisition as the case may be fair wear and tear excepted.

4.5 Use of Appurtenances

The Lessee shall not use or permit to be used any appurtenances for any purpose other than for which they were constructed and shall not place or permit to be placed therein any sweeping rubbish rag oil tea-leaves or other deleterious substance.

4.6 Drains and Wastes

The Lessee shall keep and maintain all (if any) waste pipes drains and conduits in the Demised Premises or connected thereto in a clean clear and free flowing condition and at its own expense employ licensed tradesmen to clear any blockage which occurs therein within the external boundaries of the Demised Premises or which are caused by the Lessee.

4.7 Signs

The Lessee shall not erect paint or affix or permit to be erected painted or affixed any sign notice or advertisement upon or to the exterior of the Demised Premises without the consent in writing of the Lessor first obtained which consent the Lessor may grant or withhold as the Lessor thinks fit or which the Lessor may grant subject to such conditions as the Lessor thinks fit.

4.8 Cleaning of Demised Premises

The Lessee shall keep the Demised Premises thoroughly clean and not allow any accumulation of useless property or rubbish therein and at its own expense the Lessee shall clean and keep clean the Demised Premises to the reasonable satisfaction of the Lessor.

4.9 Location of Refuse

The Lessee shall not permit any garbage refuse rubbish container or other waste material to accumulate in or outside around or in the vicinity of the Demised Premises.

4.10 Inflammable Substances

The Lessee shall not bring upon or store in the Demised Premises any explosive or any inflammable or corrosive fluid or chemical except those normally used by the Lessee in the conduct of its permitted activities on the Demised Premises.

4.11 Notice of Damage

The Lessee shall advise the Lessor promptly in writing of all damage sustained to the Demised Premises.

4.12 Licences and Permits

The Lessee shall keep in force at all times all licences permits concessions and registrations statutory or otherwise required for or enjoyed by the Lessee in carrying on of the permitted business of the Lessee in the Demised Premises.

4.13 Electrical Overloading

The Lessee shall not install any electrical equipment on the Demised Premises that overloads the electrical cables switchboards or sub-boards in the Demised Premises.

4.14 Aerials and Amplified Noise

The Lessee shall not without the prior written consent of the Lessor construct or place in or on the Demised Premises any radio or

television aerial or antenna nor play broadcast or amplify any musical instrument radio broadcast or other music or announcement so as to be audible by or annoying or a nuisance to other persons lawfully on or about the Land or to occupiers of land adjoining the Land.

4.15 Holing of Walls

The Lessee shall not cut make holes in mark deface drill or damage nor suffer to be cut holed marked defaced drilled or damaged any Improvements without prior approval of the Lessor.

4.16 Pest Control

The Lessee shall use its best endeavours to keep the Demised Premises free from infestation by rodents and other pests.

4.17 Excavation

The Lessee shall not excavate mine dig up or remove any gravel soil stone mineral or other substance from the Demised Premises.

4.18 Timber

The Lessee shall not cut or remove any timber from the Demised Premises without on each occasion first obtaining the prior written consent of the Lessor.

4.19 Safety

The Lessee shall at all times promptly comply with all safety requirements from time to time notified by the Lessor.

5. MAINTENANCE AND REPAIR OF DEMISED PREMISES

5.1 Inspection by Lessor

The Lessor or its duly authorised agents may with or without workmen and others at all reasonable times enter upon and view the state of repair of the Demised Premises.

5.2 Maintenance of Demised Premises

At its own expense the Lessee shall at all times during the Term and otherwise for so long as the Lessee remains in occupation of the Demised Premises maintain the Demised Premises in good clean substantial repair and condition to the reasonable satisfaction of the Lessor (damage by fire storm tempest earthquake explosion fair wear and tear excepted save where the insurance moneys otherwise recoverable under policies of insurance effected in accordance with the provisions of this Lease are rendered irrecoverable by some act omission or default on the part of the Lessee its servants agents or

lawful visitors). The Lessee shall also (without affecting the generality of the foregoing) replace all glass broken in or upon the Demised Premises.

5.3 Repainting and Re-papering

To the satisfaction of the Lessor the Lessee shall paint and/or re-paper the walls ceilings and other such parts of the interior and exterior of the Demised Premises which have at any time previously been painted or papered with not less than two coats of first quality paint and in such colours first approved by the Lessor once during each ten years of the Term **or as determined by Council**.

6. ALTERATIONS TO DEMISED PREMISES

6.1 No Alteration Without Consent

The Lessee shall not make any structural or other alteration or addition to the Demised Premises including electrical variations or installations without first seeking the written consent of the Lessor. If required by the Lessor at the expiration of the Term the Lessee shall reinstate the Demised Premises to their original condition (fair wear and tear excepted).

7. DAMAGE OR DESTRUCTION TO THE DEMISED PREMISES

7.1 Abatement of Rent

If the Demised Premises are totally or partially destroyed and rendered wholly or partly unfit for occupation or use by the Lessee payment of the Yearly Rental or a proportionate part thereof will abate until (if at all) the Demised Premises are restored to a proper condition fit for use by the Lessee for the purpose of its business PROVIDED HOWEVER that if the policies of insurance effected pursuant to the terms of this Lease which would otherwise have been available to make good the destruction of damage aforementioned cannot be availed of because of some act of default on the part of the Lessee then the Lessee will not be entitled to the abatement it would otherwise be entitled to in accordance with the preceding provisions of this clause.

7.2 Lessor May Determine

If the Demised Premises are totally or partially destroyed or damaged so as to render them unsuitable for occupation and use the Lessor may elect within thirty days (or such period as the Lessor reasonably considers necessary) after the destruction or damage to give written notice to the Lessee to determine the Term or to restore and again put the Demised Premises in a tenantable condition fit for use by the Lessee.

8. RESERVATIONS

8.1 Right of Entry to Effect Works

The Lessor reserves the right with contractors workmen and others and with all necessary materials machinery and appliances to enter upon the Demised Premises at all reasonable times for the following purposes:

- (a) effecting any alteration remodelling or repair to the Demised Premises; or
- (b) erecting laying or installing in under or over the Demised Premises any pole mast post drain conduit pipe main cable electric or other wire; or
- (c) inspecting removing installing maintaining altering or adding to services to the Land;

PROVIDED ALWAYS that in the exercise of these rights the Lessor shall use its reasonable endeavours not to cause any undue inconvenience to the Lessee.

9. INDEMNITIES

9.1 Indemnities for Lessor

The Lessee shall indemnify and hold indemnified the Lessor from and against all actions claims demands losses costs and expenses which the Lessor sustains or incurs or for which the Lessor becomes liable whether during or after the Term in respect of or arising from:

(a) Breach of covenant

Loss damage or injury from any cause to property or person upon the Land occasioned or contributed to by the neglect or default of the Lessee or its servants agents sub-tenants or other persons claiming through or under the Lessee to observe or perform any covenant condition regulation or restriction on the part of the Lessee hereunder whether positive or negative expressed or implied.

(b) Misuse

The negligent or wilful misuse waste or abuse by the Lessee or its servants agents or other persons claiming through or under

the Lessee of any water gas electricity or other services to the Demised Premises.

(c) Escape of Harmful Agent

The overflow leakage or escape of water fire gas electricity or any other harmful agent in or from the Demised Premises caused by or contributed to by any act or omission on the part of the Lessee or its servants agents or any other person in the Demised Premises with the express or implied consent of the Lessee.

(d) Failure to Notify

The failure of the Lessee to notify the Lessor of any known defect in the Demised Premises.

(e) Use of Demised Premises

Loss (including loss of life) damage or injury from any cause to property or person caused or contributed to by the use of the Demised Premises by the Lessee or its servants agents or any other persons in the Demised Premises with the express or implied consent of the Lessee.

(f) Personal Injuries

Loss damage or injury sustained by any member servant workman employee client customer visitor invitee or licensee of the Lessee or any member of the public in upon or about the Demised Premises.

9.2 Indemnities for Minister for Lands

Any reference to "Lessor" in this clause 9 shall include the Minister for Lands and its agents.

10. INSURANCE

10.1 Lessee's Insurance

At its own expense the Lessee shall effect and maintain the insurance specified in Item 7 of the Schedule with reputable insurers and shall produce to the Lessor upon demand such proof of the extent and currency of the policy of insurance as the Lessor requests.

10.2 Conduct Voiding Insurance

The Lessee shall not do or permit or suffer to be done or omit or permit to be omitted to be done any act matter or thing whereby any insurance policy referred to in this Deed may be vitiated or rendered void or

voidable or whereby the rate of premium on an insurance policy may be liable to be increased except with the approval in writing of the Lessor first obtained.

11. ASSIGNMENT SUBLETTING AND MORTGAGES

11.1 Restriction on Assignment

The Lessee shall not assign, sublet, mortgage, charge, part with possession of, nor dispose of, the Demised Premises or any part thereof or the benefit of this Lease without the prior written consent of the Lessor and the Minister for Lands which consent may be given or withheld without reason and if given may be given conditionally.

AND IT IS EXPRESSLY AGREED AND DECLARED that Sections 80 and 82 of the Property Law Act 1969 are hereby expressly excluded.

12. LESSOR'S WARRANTIES AND EXCLUSION OF IMPLIED WARRANTIES

12.1 Quiet Enjoyment

The Lessor covenants with the Lessee that if the Lessee pays the Yearly Rental in accordance with this Lease and observes and performs the terms covenants and conditions on its part herein contained the Lessor will allow the Lessee to peaceably hold and enjoy the Demised Premises during the Term without interruption by the Lessor.

12.2 Assumption of Risk by the Lessee

The Lessee agrees to occupy and use the Demised Premises at the risk of the Lessee and hereby releases and forever discharges the Lessor from all claims demands actions proceedings and liability in respect of any damage to the improvements chattels or property of the Lessee contained in or about the Demised Premises occasioned by erosion, storm surge damage, flooding, subsidence or other act of God, water, heat, fire, electricity, vermin, explosion, bursting pipes or by the entry of water from any source whatsoever.

13. DEFAULT OF LESSEE

13.1 Definition of Default

If during the Term:

- (a) the Yearly Rental is not paid within fourteen days after notice has been served on the Lessee by the Lessor; or
- (b) the Lessee breaches any of the terms covenants conditions or obligations on the part of the Lessee contained herein other than in respect of the payment of Yearly Rental and the breach

continues for fourteen days after notice has been served on the Lessee by the Lessor; or

- (c) the Lessee enters into any arrangement or compromise with its creditors under the Bankruptcy Act; or
- (d) any receiver or official manager of the Lessee is appointed by any creditor of the Lessee; or
- (e) the Lessee enters into liquidation or passes a resolution to be wound up voluntarily or its incorporation is threatened to be cancelled; or
- (f) the Lessee fails to comply with a notice given in accordance with Section 81(1) of the *Property Law Act* in respect of a breach of any covenant expressly or impliedly given by the Lessee under this Lease within the time specified in such notice; or
- (g) the Lessee (if the Lessee is an association or club and whether or not incorporated pursuant to the *Associations Incorporation Act*) changes or amends its constitution or adopts a new or other constitution which in either case is determined by the Lessor as a material substantial and/or significant change in the objects or principal purpose of the Lessee; or
- (h) the provisions of Section 81(1) of the *Property Law Act* are repealed or amended and if the Lessee breaches any covenants expressly or impliedly given by the Lessee and the Lessor whether by complying with the terms of any statutory enactment or otherwise becomes by virtue of such breach entitled to determine the Term;

THEN the Lessor may at any time thereafter either by notice in writing to the Lessee determine the Term and from the date of giving notice the Term will determine absolutely or without any notice or demand enter and repossess the Demised Premises and thereby the Term and the estate and interest of the Lessee in the Demised Premises will immediately determine but in both cases without affecting any rights of the Lessor under this Lease and without releasing the Lessee from liability in respect of the Lessee's Covenants and upon re-entry or determination by notice the Lessor will have the right to remove any property of the Lessee left in or about the Demised Premises and the Lessee shall indemnify the Lessor against all damage to that property and the cost of storing the same.

13.2 Damages After Re-entry

- (a) Each of the Lessee's Covenants specified in this paragraph are essential terms of the Lease created by this Deed;
 - (i) Clause 2.1 - Covenant to pay Yearly Rental;

- (ii) Clause 4.1 - Covenant as to Use of Premises;
 - (iii) Clause 4.3 - Covenant as to Annoying or Injurious Conduct;
 - (iv) Clause 4.4 - Covenant as to Improvements;
 - (v) Clause 4.17 - Covenant as to Excavation;
 - (vi) Clause 5.2 - Covenant as to Repair
 - (vii) Clause 5.3 - Covenant to Paint;
 - (viii) Clause 11.1 - Covenant as to Assignments and sub-letting;
 - (ix) Clause 17.2 - Additional Terms and Conditions.
- (b) In respect of the Lessee's obligations to pay Yearly Rental the acceptance by the Lessor of arrears or of any late payment of Yearly Rental will not constitute a waiver of the essentiality of the Lessee's obligation to pay Yearly Rental in respect of those arrears or of the late payments or in respect of the Lessee's continuing obligation to pay Yearly Rental during the Term.
- (c) The Lessee covenants to compensate the Lessor in respect of any breach of an essential term of the Lease created by this Deed and the Lessor is entitled to recover damages from the Lessee in respect of any breach and the Lessor's entitlement under this clause is in addition to any other remedy or entitlement to which the Lessor is entitled including the right to terminate the Term and the Lease created by this Deed.
- (d) If the Lessee's conduct whether acts or omissions constitutes a repudiation of the Lease created by this Deed or of the Lessee's Covenants or constitutes a breach of any of the Lessee's Covenants the Lessee covenants to compensate the Lessor for the loss or damage suffered by reason of the repudiation or breach.
- (e) The Lessor will be entitled to recover damages against the Lessee in respect of repudiation or breach of any of the Lessee's covenants for the damage suffered by the Lessor during the entire Term.
- (f) The Lessor's entitlement to recover damages will not be affected or limited by any of the following:
- (i) abandonment or vacation of the Demised Premises by the Lessee;
 - (ii) election to re-enter or to terminate the Term and the Lease created by this Deed by the Lessor;
 - (iii) acceptance of the Lessee's repudiation by the Lessor; or
 - (iv) conduct of the parties constituting a surrender by operation of law.
- (g) The Lessor will be entitled to institute legal proceedings claiming damages against the Lessee in respect of the entire Term

including the periods before and after the Lessee vacates the Demised Premises and before and after the abandonment termination repudiation acceptance of repudiation or surrender by operation of law referred to in paragraph (f) whether the proceedings are instituted either before or after that conduct.

- (h) If the Lessee vacates the Demised Premises whether with or without the Lessor's consent the Lessor will be obliged to take reasonable steps to mitigate his damages to endeavour to lease the Demised Premises at a reasonable rent and on reasonable terms and the Lessor's entitlement to damages is to be assessed on the basis that the Lessor should have observed the obligation to mitigate damages contained in this paragraph and the Lessor's conduct taken pursuant to the duty to mitigate damages will not by itself constitute acceptance of the Lessee's breach or repudiation or a surrender by operation of law.

13.3 Lessor May Rectify

If the Lessee fails to pay any money or charge as required hereunder to any person other than the Lessor or if the Lessee fails to perform any covenant on the part of the Lessee hereunder the Lessor may as the agent of the Lessee make that payment or do any act or thing and incur any expense necessary to perform that covenant and the full amount of the payment made and the cost and expense incurred will constitute a liquidated debt due and owing by the Lessee to the Lessor and shall be paid by the Lessee to the Lessor on demand.

13.4 Interest on Overdue Payments

If the Lessee fails to pay to the Lessor any money within seven days from the due date for payment then without prejudice to any of the Lessor's rights pursuant to clause 12.1 the Lessee shall pay to the Lessor on demand interest thereon or on so much thereof as remains unpaid from the due date or dates for payment until the same is actually paid and also upon any judgement which the Lessor obtains against the Lessee from the date of judgement until the judgement is satisfied at the rate which is at the time the payment becomes due or the judgement is obtained equal to the maximum rate of interest charged by a trading bank chosen by the Lessor at the time the calculation is required to be made on overdrafts or current accounts not exceeding one hundred thousand dollars plus two per centum (2%).

13.5 Non-waiver

The waiver by the Lessor of a default or breach by the Lessee of a term covenant or condition hereof will not in any circumstance entitle the Lessee to repeat or continue the default or breach nor is the waiver to be construed or operate as a waiver of any subsequent default or breach whether of a like nature or not.

14. DETERMINATION OF TERM**14.1 Lessee to Yield Up**

At the expiration or sooner determination of the Term the Lessee shall yield up the Demised Premises in the order and condition described in clauses 4 and 5 hereof.

14.2 Lessee's Obligation to Remove fittings

The Lessee shall within fourteen days after the expiration of the Term or immediately prior thereto remove from the Demised Premises all the Lessee's fixtures and fittings floor coverings signs and notices which are erected or installed by the Lessee during or prior to the Term and which the Lessor requires to be removed and the Lessee shall make good to the satisfaction of the Lessor any damage caused to the Demised Premises by the removal.

14.3 Abandoned Fittings Belong to Lessor

Any fixture or fitting not removed by the Lessee either as of right or by requirement of the Lessor as aforesaid will at the Lessor's election become the property of the Lessor and the Lessor will not be liable to the Lessee or any person claiming through the Lessee to compensate for the acquisition by the Lessor of those buildings structures and other fixtures and fittings.

14.4 Holding Over

If the Lessee with the consent of the Lessor remains in occupation of the Demised Premises after the expiration of the Term then in absence of an express agreement in writing to the contrary the Lessee will hold the Demised Premises as tenant from month to month at a monthly rental equal to one twelfth of the Yearly Rental payable hereunder at the date of expiration of the Term (the rental being payable monthly in advance) and otherwise on the terms and conditions of this Lease so far as they can be applied to a monthly tenancy.

15. GENERAL PROVISIONS**15.1 Notice to Lessee and Acts to be Done by the Lessee**

An invoice notice or demand in writing required to be given by the Lessor to the Lessee may be given by the Lessor or its solicitors or agents and may be left for the Lessee at the Demised Premises or alternatively may be forwarded to the Lessee by prepaid certified mail service addressed to the Lessee at the Lessee's last known address or registered office (if any) in Western Australia and the notice or demand if sent by post will be deemed to have been given on the second business day next following the day on which it is posted.

15.2 Notice to Lessor

If a notice or demand in writing is required to be given by the Lessee to the Lessor the Lessee shall forward it to the Lessor by prepaid certified mail service addressed to the Lessor at its abovementioned address or the address which at the time of giving notice or demand is the then current address of the Lessor and a notice or demand if sent by post is deemed to be given on the second business day next following the day on which it is posted.

15.3 Moratorium Negatived

The application upon this Lease of any moratorium or other law whether parliamentary or municipal having the effect at any time of extending the Term reducing or postponing the payment of the Yearly Rental or otherwise affecting the operation of the terms covenants and conditions on the part of the Lessee to be performed or observed or providing for compensation rights or privileges at the expense of the Lessor in favour of the Lessee or any other person is hereby excluded and negatived and agreed to be excluded and negatived.

15.4 Easements

Subject to the Lessor obtaining all necessary approvals from the Minister for Lands, the Lessor may for the purpose of providing public or private access to or egress from the Land support of structures hereafter erected on adjoining land or services including water drainage gas electricity and telephonic or electronic communications or services grant rights of support enter into any arrangement or agreement with any owner lessee tenant or occupier of or person interested in any land adjacent or near to the Land and may dedicate transfer grant or create any land easement or privilege in favour of any person any adjoining or neighbouring land over or affecting the Demised Premises and this Lease will be deemed to be subject to each agreement arrangement right easement or privilege however and whensoever created PROVIDED THAT the Lessor shall use reasonable endeavours not to cause any undue inconvenience to the enjoyment of the premises by the Lessee.

15.5 Non Merger

The terms and conditions of this Lease or any act matter or thing done under by virtue of or in connection with this Lease or any other agreement between the parties hereto will not operate as a merger of any of the rights and remedies of the parties in or under this Lease or in or under any other agreement all of which will continue in full force and effect.

15.6 Lessor Not Liable to Third Parties

The Lessor will not be responsible for loss damage or injury to any person or property or the effects of the Lessee or any other person in or about the Demised Premises or the Land however occurring whether arising from the operation of or failure to operate any of the appurtenances public utility services or other machinery therein or not.

15.7 Severance

If any part of this Lease is or becomes void or unenforceable then that part is or will be severed from this Lease so that all parts not void or unenforceable remain in full force and effect and unaffected by that severance.

15.8 Arbitration

Any disputes between the parties hereto arising out of or in connection with the Lease or as to the liability of any party hereunder may prior to the commencement of proceedings in any court of competent jurisdiction be referred by either party to the decision of a single arbitrator in accordance with the provisions of the Commercial Arbitration Act 1985 and for the purposes of Section 20 thereof it is agreed between the parties that each of them shall if they so wish be represented at any hearing under the said Act by qualified legal practitioners or by any parties they may wish to appoint and the Lessee shall pay the Yearly Rental without abatement until the date of the award of the arbitration or agreement between the parties (whichever is the earlier) whereupon the Lessor shall refund to the Lessee any Yearly Rental paid by the Lessee not required to be paid within the terms of the award of the arbitrator or the agreement between the Lessor and Lessee.

15.9 Lessor May Act by Agent

All acts and things which the Lessor is required or empowered to do under this Lease may be done by the Lessor or the solicitor agent contractor or employee of the Lessor.

15.10 Exercise of Powers

The Lessor may exercise all rights conferred upon the Lessor by this Lease ("Lessor's Powers") without any proof of default by the Lessee the continuance of that default or any notice being required (other than as provided in this Lease) and notwithstanding any lapses neglect or previous waiver by the Lessor in respect of any of the Lessee's Covenants or the exercise of any of the Lessor's Powers.

15.11 Statutory Powers

The powers conferred by or under any statute (except to the extent inconsistent with the terms and provisions expressed in this Lease) are in augmentation of the powers conferred on the Lessor by this Lease.

15.12 Proper Law

This Lease is governed by the laws of Western Australia and each party irrevocably submits to the exclusive jurisdiction of the courts of Western Australia and agrees that proceedings arising in respect of this Lease (including appellate proceedings) may only be brought in those courts.

15.13 Effect of Execution

Upon execution by the Lessor this Lease is binding upon each person who has executed it notwithstanding:

- (a) the failure of any other person named as a party to execute it;
- (b) the avoidance or unenforceability of any part of this Lease; or
- (c) the avoidance or unenforceability of this Lease or any part of this Lease against any signatory or intended signatory.

16. APPROVALS

16.1 Ministerial Approval

This Lease and all proposed easements pursuant to Clause 14.4 hereof and all proposed assignments hereof and sub-leases as permitted in accordance with Clause 10 hereof shall be subject to the prior approval and consent of the Minister for Lands or an officer authorised on that behalf by the Minister and endorsed accordingly. The lease shall further be subject to all the terms and conditions under which the Land is held by or has become vested in the Lessor.

17. ADDITIONAL TERMS AND CONDITIONS

17.01 Option of Renewal For Further Term(s)

If the Lessee gives to the Lessor notice in writing exercising the option of renewal hereinafter granted not later than THREE (3) months before the Termination Date and if at the Termination Date there is no outstanding unrectified breach of any of the covenants given by the Lessee under the Lease then the Lessee will be entitled to a renewal of the Term for the Further Term set forth in Item 7 of the Schedule ("the Further Term") upon the same terms and conditions as are herein set forth other than this right of renewal for the Further Term and other than any express exception thereto hereinafter contained and at such rentals as are determined in accordance with clause 2 hereof.

17.2 Additional Terms and Conditions

The covenants conditions terms and conditions (if any) set out in Item 8 of the Schedule shall form part of and shall be deemed to be incorporated in the terms of this Lease and shall have full force and effect and be binding upon the Lessee and the Lessor as if the same had been herein repeated at length.

DRAFT

SCHEDULE 1

ITEM 1

Demised Premises:

That part of the Land outlined in red on the Plan comprising an area of approximately 7,270 square metres together with (and including) the Building thereon and the right to use the Lessor's Property.

ITEM 2

Land

The portion of Lot 469 on Deposited Plan 217042, being part of the land in Certificate of Title Volume LR3054 Folio 520 as shown on the Plan.

ITEM 3

Date of Commencement: 19 December 2024

Term: 5 years

ITEM 4

Termination Date: 19 December 2029

ITEM 5

(Clauses 1.6 and 2.1)

Yearly Rental

At the rate of \$200 dollars per Rental Year payable upon demand.

Address for Payment of Yearly Rental

To the Lessor at the Lessor's address for the service of notices.

ITEM 6

(Clause 4.1)

Permitted Use

The Demised Premises are permitted to be used for sporting, cultural and community purposes and activities.

ITEM 7

(Clause 10.1)

Lessee's Insurances

In the name of the Lessee:

- (i) A public liability policy with a cover of not less than \$20 million in respect of any one occurrence to cover any risks as the Lessor may from time to time nominate. The Lessor may increase the minimum cover from time to time if in its reasonable opinion this would be proper having regard to good business practices.

- (ii) A policy insuring against breakage or damage from any cause whatever all external and internal glass fixed to and forming part of the Premises for the market value and replacement cost.
- (iii) A policy insuring all of the Tenant's fixtures against loss or damage by fire, fusion, explosion, lightning, water, flood, earthquake, storm, tempest, war, civil commotion, damage from aircraft and other usual and necessary risks for their full replacement value.
- (iv) A policy of insurance to cover loss from burglary (and damage to the Premises arising from an actual or attempted entry for that purpose) of the Lessee's stock, fixtures and fittings.
- (v) Breakdown and replacement insurance for all plant and equipment (of whatever description) situated on or within the Premises.
- (vi) A policy of employer's indemnity insurance including workers' compensation insurance for all of the Lessee's employees employed in, about or from the Premises.
- (vii) Any other policy of insurance which the Landlord acting reasonably from time to time during the Term requires the Tenancy to take out and maintain with an amount of cover as may be reasonably specified by the Lessor.

ITEM 7

(Clause 17.1)

Further Term

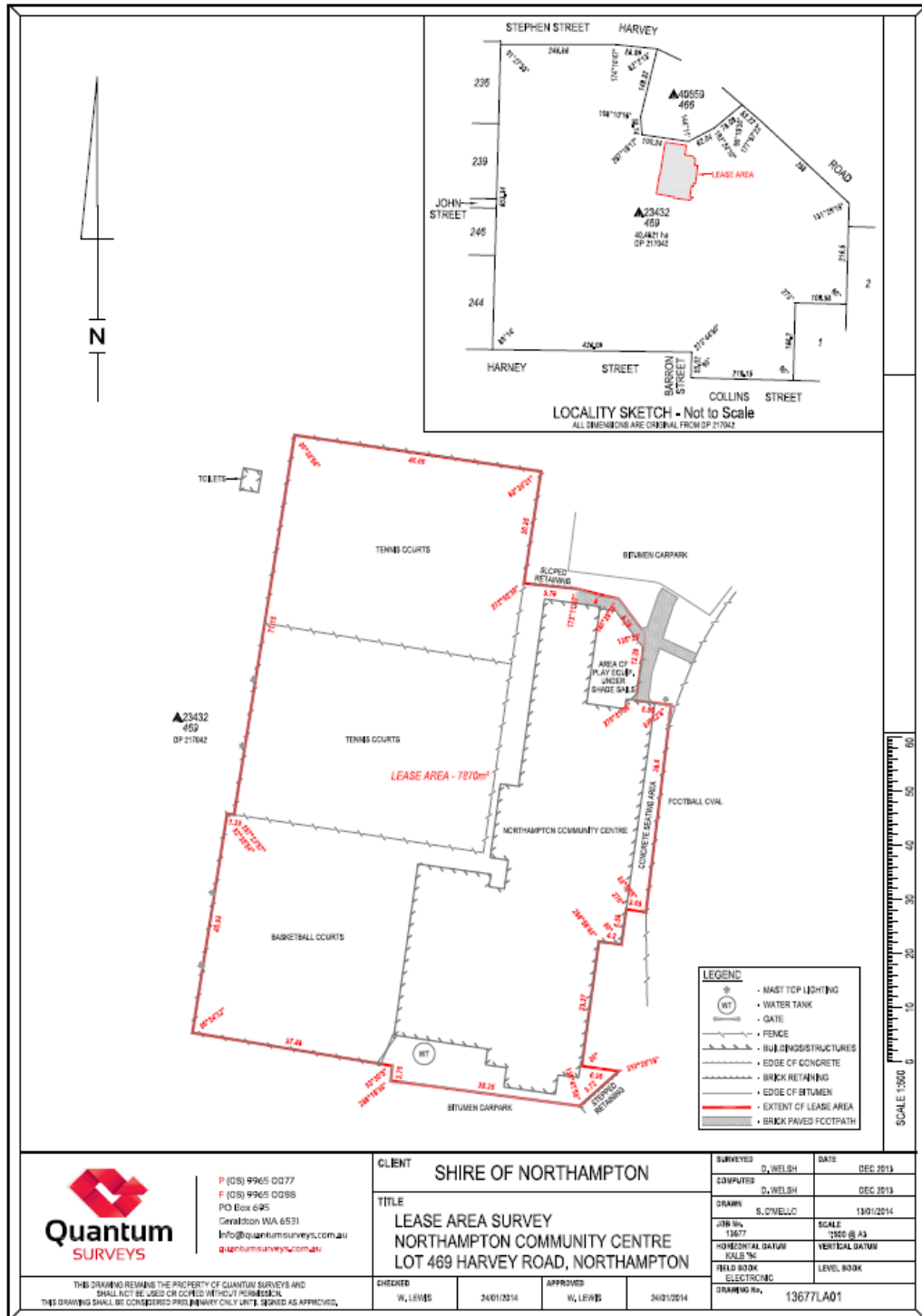
One further term of five (5) years commencing on the fifth anniversary of the Date of Commencement.

ITEM 8

(Clause 17.2)

Additional Terms and Conditions

- (i) The Lessee shall maintain the Demised Premises in good clean substantial repair and condition to the reasonable satisfaction of the Lessor and in accord with Shire of Northampton *Property Leasing Policy 3.1*.

SCHEDULE 2 - PLAN

SCHEDULE 3 – MAINTENANCE AND OUTGOINGS SCHEDULE

Maintenance Responsibilities Schedule (Property Leasing Policy 3.1)

Buildings owned or managed by the Shire and leased to community associations.

In accordance with the lease agreement, at their own expense the Lessee shall at all times:

1. maintain the premises in a good condition to the satisfaction of the Shire, including maintenance and repairs not attributable to fair wear and tear, unless specified in the table below;
2. not make alterations, additions or modifications to the premises without first seeking the consent of the Shire;
3. be responsible in part or whole as determined by the Shire for the costs of repairs or replacement required due to misuse, modifications by the Lessee, maintenance neglect or other negligence; and
4. advise the Shire promptly of all damage sustained to the premises.

The Shire will:

1. carry out structural maintenance and repairs to the building at the Shire's discretion in accordance with the annual budget adopted by Council;
2. conduct capital works and upgrades in accordance with the budget adopted by Council;
3. be responsible for building insurance, unless otherwise negotiated according to the use and lessee's potential to earn income; and
4. recoup expenses from the Lessee when applicable, relating to the Lessee responsibilities in the table below or damage due to misuse, negligence and modifications.

Definitions:

Maintenance: Routine upkeep of the building/assets and regular ongoing work necessary to retain operational status. eg: repairs to fittings, periodic painting.

Renewal/Refurbishment: Restore, rehabilitate, replace existing asset to its original capacity. Includes repairs required due to normal wear and tear, age, structural faults etc and replacement of assets at the end of expected life span.

Upgrade/Improvements: Enhance existing asset to provide higher levels of service.

Maintenance Item		Lessee Responsibility	Shire Responsibility
1	Appliances, fixtures and fittings (existing; eg: air conditioner and heating units)	<ul style="list-style-type: none"> • Maintenance in accordance with manufacturer's standards. • Clean and change filters as required. • Service and repair when required. 	<ul style="list-style-type: none"> • Renewal and upgrade as determined by Council <i>in consultation with the Lessee</i>
2	Appliances, fixtures and fittings (Lessee installed)	<ul style="list-style-type: none"> • Full responsibility. • Shire approval required prior to installation. 	<ul style="list-style-type: none"> • No responsibility.
3	Building External	<ul style="list-style-type: none"> • Keep in a clean and tidy state at all times. • Maintenance. 	<ul style="list-style-type: none"> • Renewal and upgrade as determined by Council <i>in consultation with the Lessee</i>
4	Cleaning	<ul style="list-style-type: none"> • Keep all areas in a clean and hygienic state at all times, including walls, ceilings, windows, floors, fixtures and fittings. • Compliance with the Health Act and Health Local Law. 	<ul style="list-style-type: none"> • No responsibility.
5	Doors and security screens	<ul style="list-style-type: none"> • Maintenance. • Renewable due to foreseeable misuse. 	<ul style="list-style-type: none"> • Renewal and upgrade as determined by Council <i>in consultation with the Lessee</i>
6	Doors (automatic)	<ul style="list-style-type: none"> • Servicing, twice per year by an approved person. • Maintenance. 	<ul style="list-style-type: none"> • Renewal and upgrade as determined by Council <i>in consultation with the Lessee</i>
7	Electrical wiring and fittings	<ul style="list-style-type: none"> • Maintenance and renewal of all electrical fittings, such as power points, light switches, light fittings and globes. 	<ul style="list-style-type: none"> • Maintenance and renewal of building wiring from main supply to switchboard and to fittings.
8	Fire extinguishers and all fire equipment	<ul style="list-style-type: none"> • Annual costs associated with inspection, servicing, maintenance and refilling. 	<ul style="list-style-type: none"> • Arrange annual servicing to all fire equipment – recoup cost from Lessee. • Renewal and upgrade as determined by Council.
9	Floor surfaces and coverings	<ul style="list-style-type: none"> • Regular cleaning and maintenance in accordance with the requirements of the type of the surface/covering. • Carpets to be professionally cleaned when required. • In food premises the food handling areas are to comply with the Food Act and to meet the relevant Food Safety Standard. 	<ul style="list-style-type: none"> • Renewal and upgrade as determined by Council <i>in consultation with the Lessee</i>
10	Food handling areas and equipment	<ul style="list-style-type: none"> • Maintenance. • Renewal due to misuse or neglect. • Compliance with legislation, including Food Act 2008, Food Regulations 2009, Food Standards Code and Health Local Law. • Benches, cupboards and other fittings must be cleaned and maintained in a sound working condition at all times. • Ovens, refrigerators, fans, hot water systems and other appliances and equipment to be cleaned and maintained in accordance with manufacturer standards and legislation. • Full responsibility for Lessee owned appliances, including compliance with legislation. 	<ul style="list-style-type: none"> • Renewal and upgrade as determined by Council <i>in consultation with the Lessee</i>

		<ul style="list-style-type: none"> • Shire approval required prior to installation of additional fittings, alterations and appliances. 	
11	Gardens and Surrounds	<ul style="list-style-type: none"> • Mow grass, prune, weed, water and maintain gardens. • Maintenance of improvements, such as fences and footpaths. • Maintenance of reticulation where installed. • Shire approval required prior to removal of trees, planting new trees or new species. 	<ul style="list-style-type: none"> • Maintain trees to a safe standard. • Mow grass, prune, weed, water and maintain gardens. • Maintenance of improvements, such as fences and footpaths • Maintenance of reticulation where installed • Renewal and upgrade of improvements as determined by Council in consultation with the Lessee
12	Gutters and downpipes	<ul style="list-style-type: none"> • Clean as needed, minimum once per year. 	<ul style="list-style-type: none"> • Maintenance, renewal and upgrade as determined by Council in consultation with the Lessee
13	Keys, Locks and Door Hardware	<ul style="list-style-type: none"> • Responsible for keys issued by Shire. • Maintenance of locks and hardware. • Cost of additional keys requested by Lessee. • Cost of replacement locks, keys and hardware due to loss or misuse. 	<ul style="list-style-type: none"> • Purchase and install all locks in consultation with the Lessee • Renewal and upgrade as determined by Council in consultation with the Lessee • Recoup costs from Lessee when applicable.
14	Painting	<ul style="list-style-type: none"> • Internal and External painting, minimum once during each 10 years or at end of lease. • Paint and colour to be approved by Shire. • Commence a staggered painting maintenance program over agreed timeframe 	<ul style="list-style-type: none"> • No responsibility. • Paint and colour to be approved by Shire in consultation with the Lessee
15	Pest Control	<ul style="list-style-type: none"> • All areas are to be kept in a clean and hygienic state, free from pests and vermin. • Termite inspections, annually unless otherwise agreed. Conducted by a licensed pest control operator with certification to be provided. • Treatment for termites when required. • Maintenance and renewal of assets attributable to neglect of pest control. • Maintenance and renewal of assets attributable to neglect of vermin control. 	<ul style="list-style-type: none"> • No responsibility. • Recoup costs from Lessee if inspection or treatment is arranged by Shire. • Termite inspections, annually unless otherwise agreed. Conducted by a licensed pest control operator with certification to be provided. • Treatment for termites when required
16	Plumbing and fixtures	<ul style="list-style-type: none"> • Maintenance, ensure all taps and water outlets are in good working order. • Renewal of minor fixtures and fittings, such as taps. • Shire approval required prior to installation of new plumbing and fixtures. 	<ul style="list-style-type: none"> • Renewal and upgrade as determined by Council in consultation with the Lessee

17	Plumbing waste pipes and drains	<ul style="list-style-type: none"> • Clear and repair if blocked. • Maintenance and cleaning of grease traps. • Maintenance and renewal due to misuse. 	<ul style="list-style-type: none"> • Maintenance, renewal and upgrade as determined by Council <i>in consultation with the Lessee</i>
18	Roof	<ul style="list-style-type: none"> • No responsibility except in the event of misuse or damage by the Lessee. 	<ul style="list-style-type: none"> • Maintenance, renewal and upgrade as determined by Council <i>in consultation with the Lessee</i>
19	Septic Systems	<ul style="list-style-type: none"> • Septic system pump outs on a regular basis according to use. 	<ul style="list-style-type: none"> • Maintenance, renewal and upgrade as determined by Council <i>in consultation with the Lessee</i>
20	Skylights	<ul style="list-style-type: none"> • No responsibility except in the event of misuse or damage. 	<ul style="list-style-type: none"> • Maintenance, renewal and upgrade as determined by Council <i>in consultation with the Lessee</i>
21	Utilities	<ul style="list-style-type: none"> • Connection, disconnection, rates/service charges, rental, usage charges, maintenance, service, testing and other expenses associated with water, electricity, gas and telephone services. 	<ul style="list-style-type: none"> • No responsibility. • Recoup utility expenses <i>from Lessee when applicable.</i>
22	Vandalism	<ul style="list-style-type: none"> • Removal and repair of minor vandalism; up to the value of \$300 per incident. • Minor vandalism to be removed within 48 hours of discovery. 	<ul style="list-style-type: none"> • Repairs required due to major vandalism not attributed to the actions of the Lessee or any agent or visitor of the Lessee, as determined per incident and above \$300. Recoup \$300 per incident from Lessee.
23	Walls and Ceilings	<ul style="list-style-type: none"> • Renewal if damaged due to misuse, negligence and unapproved modifications. 	<ul style="list-style-type: none"> • Maintenance, renewal and upgrade as determined by Council <i>in consultation with the Lessee</i>
24	Windows/Glass	<ul style="list-style-type: none"> • Replace broken glass, except when broken as a result of vandalism and cost is greater than \$300. 	<ul style="list-style-type: none"> • Replace glass broken as a result of an act of vandalism, when the cost of repairs is greater than • \$300. Recoup \$300 per incident from Lessee.
25	Window treatments, where fitted	<ul style="list-style-type: none"> • Maintenance. 	<ul style="list-style-type: none"> • Renewal and upgrade as determined by Council <i>in consultation with the Lessee</i>
26	Playground (including soft fall and shade structures)	<ul style="list-style-type: none"> • Keep in a clean and tidy state at all times • Maintenance 	<ul style="list-style-type: none"> • Maintenance of current playground installation. • Renewal and upgrade to be determined by Council.

20	Skylights	<ul style="list-style-type: none"> • No responsibility except in the event of misuse or damage. 	<ul style="list-style-type: none"> • Maintenance, renewal and upgrade as determined by Council <i>in consultation with the Lessee</i>
21	Utilities	<ul style="list-style-type: none"> • Connection, disconnection, rates/service charges, rental, usage charges, maintenance, service, testing and other expenses associated with water, electricity, gas and telephone services. 	<ul style="list-style-type: none"> • No responsibility. • Recoup utility expenses
22	Vandalism	<ul style="list-style-type: none"> • Removal and repair of minor vandalism; up to the value of \$300 per incident. • Minor vandalism to be removed within 48 hours of discovery. 	<ul style="list-style-type: none"> • Repairs required due to major vandalism not attributed to the actions of the Lessee or any agent or visitor of the Lessee, as determined per incident and above \$300. Recoup \$300 per incident from Lessee.
23	Walls and Ceilings	<ul style="list-style-type: none"> • Renewal if damaged due to misuse, negligence and unapproved modifications. 	<ul style="list-style-type: none"> • Maintenance, renewal and upgrade as determined by Council <i>in consultation with the Lessee</i>
24	Windows/Glass	<ul style="list-style-type: none"> • Replace broken glass, except when broken as a result of vandalism and cost is greater than \$300. 	<ul style="list-style-type: none"> • Replace glass broken as a result of an act of vandalism, when the cost of repairs is greater than \$300. Recoup \$300 per incident from Lessee.
25	Window treatments, where fitted	<ul style="list-style-type: none"> • Maintenance. 	<ul style="list-style-type: none"> • Renewal and upgrade as determined by Council <i>in consultation with the Lessee</i>
26	Playground (including soft fall and shade structures)	<ul style="list-style-type: none"> • Keep in a clean and tidy state at all times 	<ul style="list-style-type: none"> • Maintenance of current playground installation. • Renewal and upgrade to be determined by Council.

ATTESTATION SHEET

Executed by the parties as a Deed on the	day of	in the year 2024
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LESSEE/LESSEES SIGN HERE (NOTE 9)

The Common Seal of
NORTHAMPTON COMMUNITY CENTRE INC.
is hereunto duly affixed by:

.....
Signature of Chairperson

.....
Full name of Chairperson

.....
Signature of Secretary

.....
Full name of Secretary

LESSOR/LESSORS SIGN HERE (NOTE 9)

The Common Seal of
SHIRE OF NORTHAMPTON
is affixed in accordance with
a resolution of Council:

.....
Andrew Graeme Campbell
Chief Executive Officer

.....
Eleanor Elizabeth Sudlow
Shire President

INSTRUCTIONS

1. If insufficient space in any section, Additional Sheet Form B1 should be used with appropriate headings. The boxed sections should only contain the words "See Annexure".
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the person signing this document and their witnesses.
4. Duplicates are not issued for Crown Land Titles.

NOTES

1. **DESCRIPTION OF LAND**
Lot and Diagram/Plan number or Location name and number to be stated.
Extent – Whole, part or balance of the land comprised in the Certificate of Crown Land Title to be stated.
The Certificate of Crown Land Title Volume and Folio number to be stated.
2. **ENCUMBRANCES**
To be identified by nature and number, if none show "nil".
3. **LESSOR**
State full name and address of Lessor/Lessors and the address/addresses to which future notices can be sent.
4. **LESSEE**
State full name of Lessee/Lessees and the address/addresses to which future notices can be sent. If two or more state tenancy eg. Joint Tenants, Tenants in Common. If Tenants in Common specify shares.
5. **TERM OF LEASE**
Term to be stated in years, months and days.
Commencement date to be stated. Options to renew to be shown.
6. **RECITE ANY EASEMENTS TO BE CREATED**
Here set forth Easements to be created as appurtenant to the lease commencing with the words "together with" and/or any Reservations hereby created encumbering the lease commencing with the words "reserving to".
7. **RENTAL**
State amount in words.
8. **PAYMENT TERMS**
State terms of payment. Eg, by instalments of \$..... payable on theday of each month/the months of in each year, commencing with a payment of \$..... on or before the day of...../execution of this lease by the Lessee.
9. **EXECUTION**
A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of witnesses must be stated.

EXAMINED

Office Use Only

LEASE OF CROWN LAND (L)

LODGED BY Shire of Northampton

ADDRESS PO Box 61
NORTHAMPTON WA 6535

PHONE No. 9934 1202

REFERENCE No.

ISSUING BOX No.

PREPARED BY As Above

ADDRESS

PHONE No.

FAX No.

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO
OTHER THAN LODGING PARTY

TITLES, LEASES, DECLARATIONS ETC LODGED
HEREWITH

1. _____	Received Items
2. _____	Nos.
3. _____	
4. _____	Receiving Clerk
5. _____	
6. _____	

Registered pursuant to the provisions of the TRANSFER
OF LAND ACT 1893 as amended on the day and time
shown above and particulars entered in the Register.



Manager Corporate Services Activity Report

July to December 2024

Activity for the period

- Position Descriptions reviewed and updated – May 2024 and September 2024
- Ongoing management of insurance including – property, vehicles, worker's compensation.
- Review of Information Technology (IT) commenced with external Consultant with mapping of current system and future requirements to be finalised;
- Research, compilation and proofing of Shire Bulletin articles;
- Records Project commenced with appointment of Consultant. Numerous activities undertaken, including:
 - Visit to Shire of Chapman Valley to review records management system.
 - Visit to Shire of Mingenew to review records management system.
 - Review and digitisation of all Lease documents.
 - Review and digitisation of all Agreements.
 - Digitisation of all Certificates of Title.
 - Cataloguing and relocation of all historical and current Council Minute books (1902 – 2024).
 - Review of archive documents held in Archive Sheds 1 and 2 with revamp of Shed 1.
- Met with Northampton Community Centre Inc. (NCC) Committee renewal lease discussions.
- Dealt with numerous NCC enquiries regarding maintenance and outgoing responsibilities.
- Met with Northampton Returned Services League (RSL) representatives on various matters associated with lease and maintenance queries;
- Along with CEO, met with Northampton Mens Shed Inc. representatives for discussions on current Containers for Change and Mens Shed operations.
- Along with Executive Manager of Community, Development and Regulation, provided support to incoming Planning Officer including site visits;
- Met with Security Consultant to review current security and surveillance arrangements for Shire Offices and Northampton RSL/Visitor Centre;
- Attended Local Government Insurance Scheme (LGIS) webinar for new Workers Compensation legislation update.
- Teams based meeting with Local Records Management group (Perth based and LG focussed) – July 2024.
- Attended Budget Workshop with Councillors on 6 August;
- Attended Social Impact Workshop with Murchison Green Hydrogen consultants;
- Preparation of agenda items for the July and December Council meetings and attendance at July, August, September, November and December meetings;
- Participated in Agenda Review with Executive Officers for July, August, September, November and December 2024.
- Attended July, August, September, November and December Executive Management Team Meetings including budget updates;
- Received resignations from Northampton Shire Office Cleaner, Northampton Refuse Site Operator, Kalbarri Ranger - reviewed processes for recruitment including review of current position descriptions and existing staff;
- Various meetings throughout the period with community group representatives,

Page 2 of 4

- business owners and members of the public;
- Met with new manager of IGA Northampton;
- Met with community representatives and applicants regarding Community Grant Fund applications and developed report for Council on first round applications;
- Together with CEO, commenced Community Grants Program including assessment of applications and meeting of Community Grants Advisory Committee;
- Took 21 days leave from 9 October, returning on 5 November;
- Along with Manager Parks and Gardens, implemented Adult Offender Community Work Project commencing on Thursday 28 November 2024;
- Together with CEO, liaised with Kalbarri Mens Shed representatives and Councillors regarding Community Grant criteria and lease implications;
- Along with CEO, prepared Code of Conduct training for new employees and Supervisors – 29 attendees (5 December 2024); and
- Commenced development of Employees Training Register.

Staff Movements

- Recruitment processes and subsequent appointments undertaken for positions of:
 - Administration Officer (Part time) with Annie Davies commencing on 6 November 2024.
 - Gardener (full time) with Raelene Tarchini commencing on 29 October 2024.
 - Ranger (full time) with Brock Lucev commencing on 4 November 2024.
 - Community Development Officers (part time) with Andrea Teakle commencing on 5 November 2024 and Cresta Viellaris to commence in 2025.
- Northampton Refuse Site Operator Graham Patterson tendered his resignation, with final day as employee being 16 December 2024;
- Northampton Shire Office Cleaner Maureen Drage tendered her resignation, with final day at work being 22 November, the balance of notice period being taken as leave;
- Lyn Casley, currently employed as cleaner with the Shire, has expanded her role to include cleaning duties at the Northampton Shire Office.

Focus for upcoming period

- Review, update and advertise position of Northampton Refuse Operator;
- Continue review and update Human Resource documentation and associated records management system;
- Finalise and develop report of IT mapping of current systems.
- Arrange and complete relevant Shire Officers Performance Reviews, including the identification of focus areas for 2025;
- Continued liaison with community groups and individuals associated with lease and agreement renewals;
- Commence Building Condition Report process with Shire's Building Surveyor – record of current status of Shire buildings and future maintenance requirements for each (short and long term);
- Commence review of staff housing policies including implementation of Residential Tenancy Agreements;
- Continue review of Council policies and finalise current proposed drafts for consideration

- of Council at February and March 2025 meetings;
- Complete budgeted projects; and
 - Review of organisation's strategic planning documents including Asset Register, Risk Register, Record Keeping Plan, IT Plan, Cyber Security etc.

Brian Robinson

From: Marc Halsall <>
Sent: Friday, October 18, 2024 12:20 PM
To: Brian Robinson
Cc: Trevor Brandy
Subject: Expansion of Horrocks Tourist Park, south of Glance Street, Horrocks
Attachments: Updated Approval July 2019.pdf; approved plans.pdf

Dear Brian

Expansion of Horrocks Tourist Park, south of Glance Street, Horrocks

I refer to the land the subject of previous planning approval (copy attached) which I note you have indicated has lapsed. We have recently opened up liaison again with the Shire (Trevor Bandy) in respect to a previous email that was seeking to act on the approval, particularly with respect to retaining and establishment works, dealing with drainage issues emanating from Mitchell Road.

It is understood that the approval may have been granted a 2 year extension under the COVID rules.

We note that the approval includes an advice note which states that if the approval is not substantially commenced then the approval will lapse. Whilst we have previously had legal advice that advice notes cannot serve the function of closing off an approval and this should be incorporated in a condition, in the interests of reinstating a good standing with the Shire, we respectfully request a modification to the planning approval be considered given for all intents and purposes, nothing has changed in the Planning Framework. That is, could the approval be modified under the Deemed Provisions to provide a further extension of 2 years such that the proponent can continue engagement with the Shire to establish development pursuant to the objectives for the land including the lease arrangements with the Shire?

We note that under Clause 77 of the Planning & Development (Local Planning Schemes) Regulations 2015, Schedule 2, Part 9, a proponent may make an application to the Local Government requesting the Local Government to :

- a) Amend the approval so as to extend the period within which any development approved must be substantially commenced.

In considering this, it is noted that such a request can be made under Part 77 (2) (b) be made after the period within which development must have been substantially commenced.

It is also noted that the Local Government can waive or vary the requirements of Part 8 in respect of an application if the Local Government is satisfied that the application relates to a minor amendment to the development approval.

Again, we cannot see any reason why the Shire would consider re-issuing the approval would be a concern as there is nothing in the Planning Framework that has changed and the lease arrangement is still in place with the Shire for this land.

We look forward to your consideration of this request as is available under the Regulations.

Warm regards

Marc

10.6.1.1 A39169.



APPLICATION FOR DEVELOPMENT APPROVAL

(PLEASE USE BLOCK LETTERS & COMPLETE ALL SHADED SECTIONS)

OWNER DETAILS:

Name(s): KATY MARSH

ABN (if applicable): _____

Postal Address: _____ Postcode: 6707

Phone: _____ Email: _____

Contact Person for correspondence: KATY MARSH

Signature: [Signature] Date: 8/11/24

Signature: _____ Date: _____

The signature of the owner(s) is required on all applications. This application will not proceed without that signature. For the purposes of signing this application an owner includes the person referred to in the Planning and Development (Local Planning Scheme) Regulations 2015 Schedule 2 clause 62(2).

APPLICANT DETAILS: (if different from owner)

Name: _____

Postal Address: _____ Postcode: _____

Phone: _____ Email: _____

Contact Person for correspondence: _____

I agree that the information and plans provided with this application may be made available by the local government for public viewing in connection with the application YES ☒ NO ☐

Signature: _____ Date: _____

NOTE: All correspondence will be sent to the Applicant unless otherwise advised.

Continued over...

PROPERTY DETAILS:

Lot/Location No: _____ House/Street No: 2
 Street Name: DARWINIA DRIVE Locality/Suburb: KALBARRI
 Diagram/Plan No: _____ Volume No: _____ Folio No: _____
 Nearest street intersection: _____

PROPOSED DEVELOPMENT:

Nature of development: Works ☐
 Use ☒
 Works and Use ☐

Is an exemption from development claimed for part of the development?

Yes ☐ No ☒

If yes, is the exemption for:

Works ☐ Use ☐

Description of proposed works and/or land use: AUXILIARY ACCOMMODATION!

Description of exemption claimed (if relevant): N/A

Nature of any existing buildings and/or land use: N/A

Approximate cost of proposed development: (150,000 = COST OF DWELLING) 10,000 = INSTALLATION

Estimated Time of Completion: 1 month

REQUIRED INFORMATION & FEES:

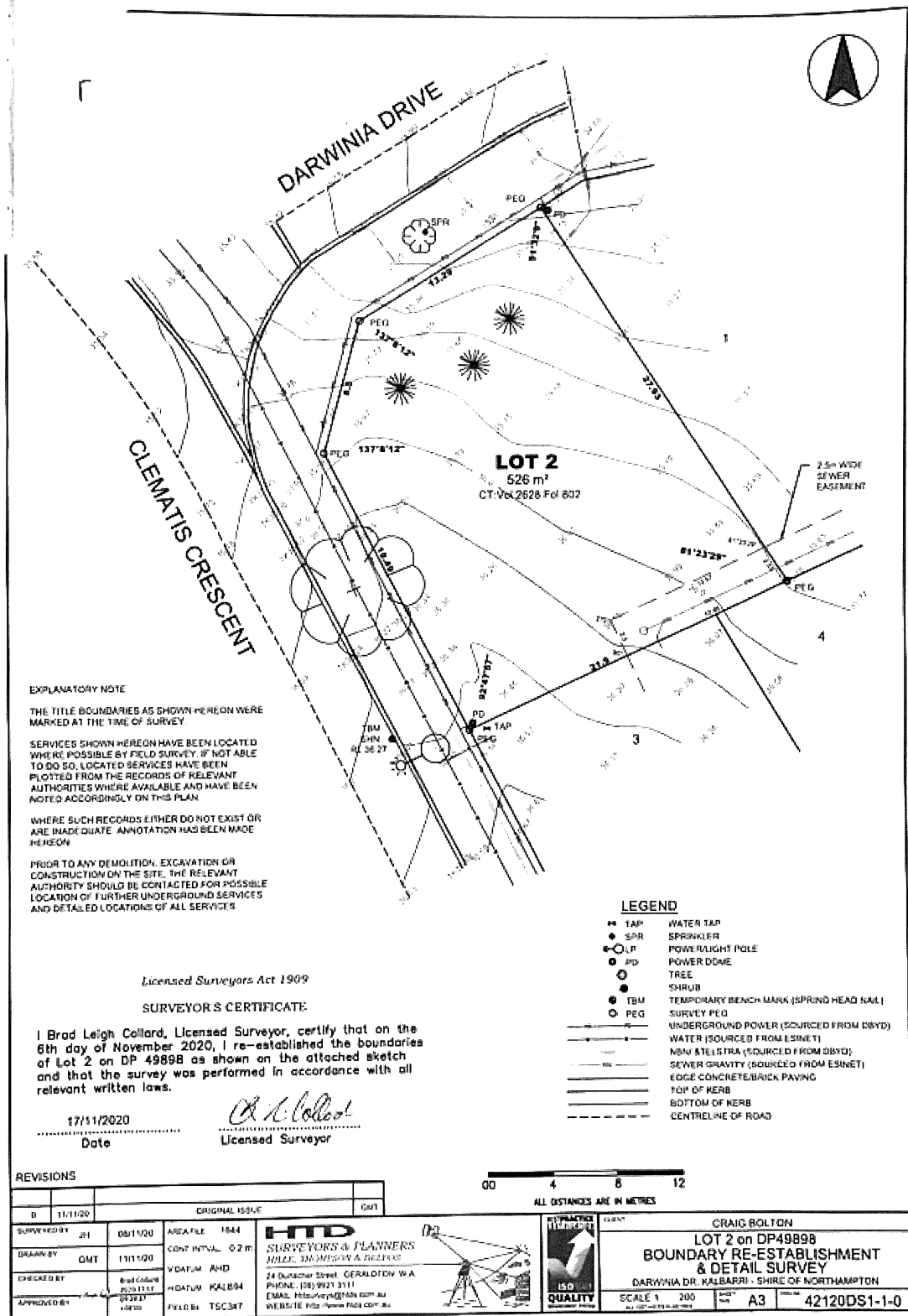
Please refer over for the information required to be submitted with this application and the schedule of fees. This application will not be processed without all required information including payment of the appropriate fee.

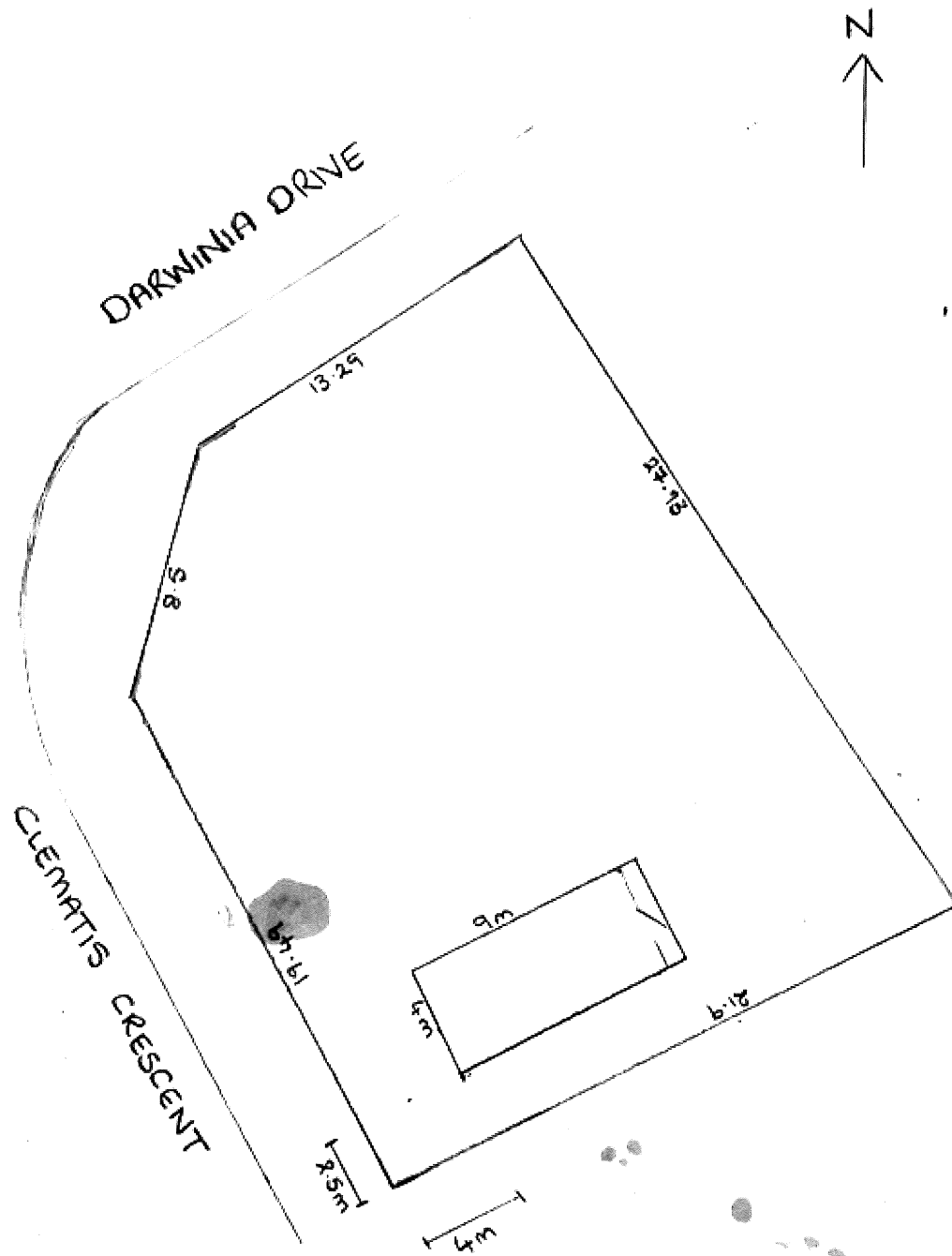
OFFICE USE ONLY:

Date Received: _____ Accepting Officer's Initials: _____

Required Fee: \$ _____ Date Paid: _____

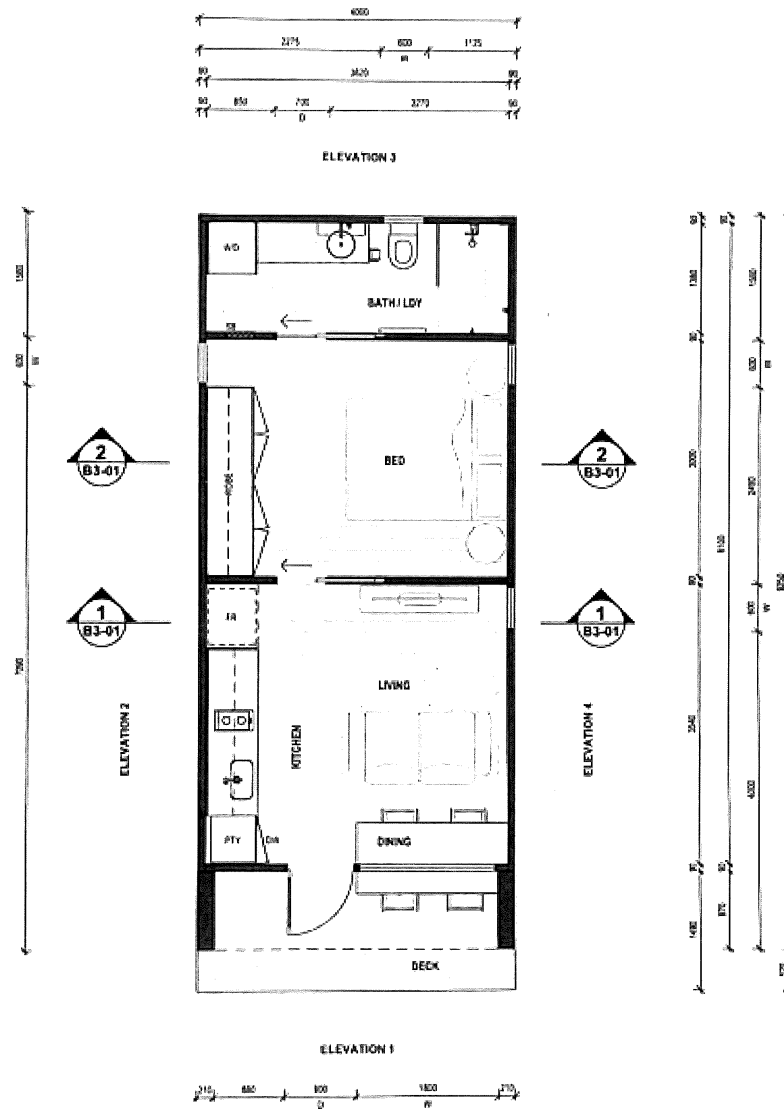
Receipt No.: _____





Scale 1:200.

PROPOSAL OF AUXILIARY
DWELLING AT
2 DARWINIA DRIVE
KALBARRI.



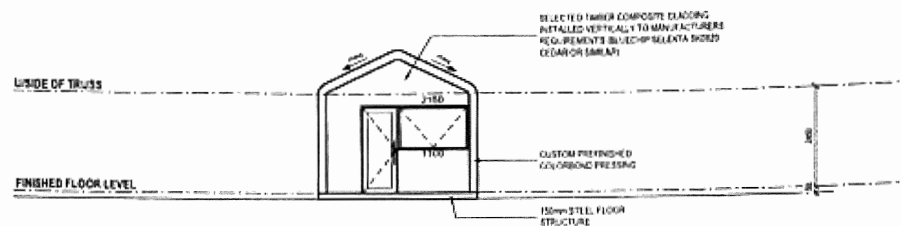
**WATERS
ARCHITECTS**

PROJECT NO
2331

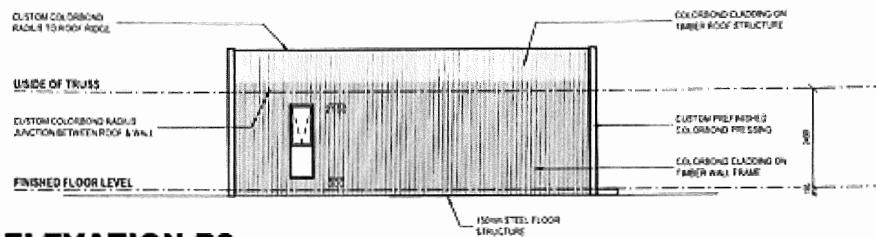
RED/BUILT - REDIPODS
DATE: FEB 2024
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DRAWING : SWAN FLOOR PLAN
REVISION: SK005
SHEET: B1-01

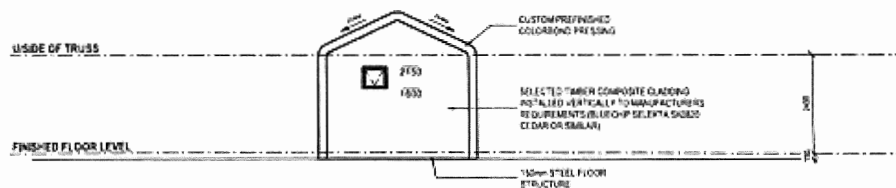
© Waters Architects | m. 0633 748 871 | w. info@watersarchitects.com.au

**ELEVATION B1**

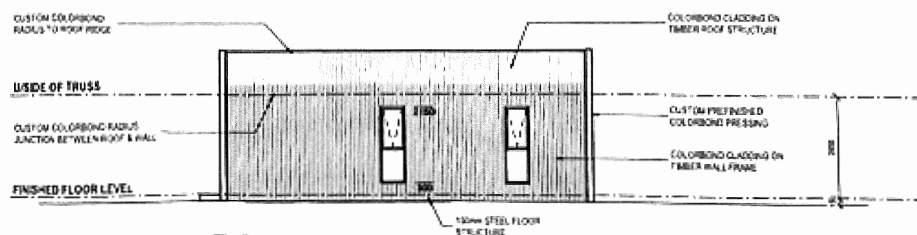
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**ELEVATION B2**

SCALE: 1 : 100

**ELEVATION B3**

SCALE: 1 : 100

**ELEVATION B4**

SCALE: 1 : 100

**WATERS
ARCHITECTS**PROJECT NO
2331

© Waters Architects | p. 0400 148 412 | e. ben@watersarchitects.com.au

REDIBUILT - REDIPODS

DATE: FEB 2024

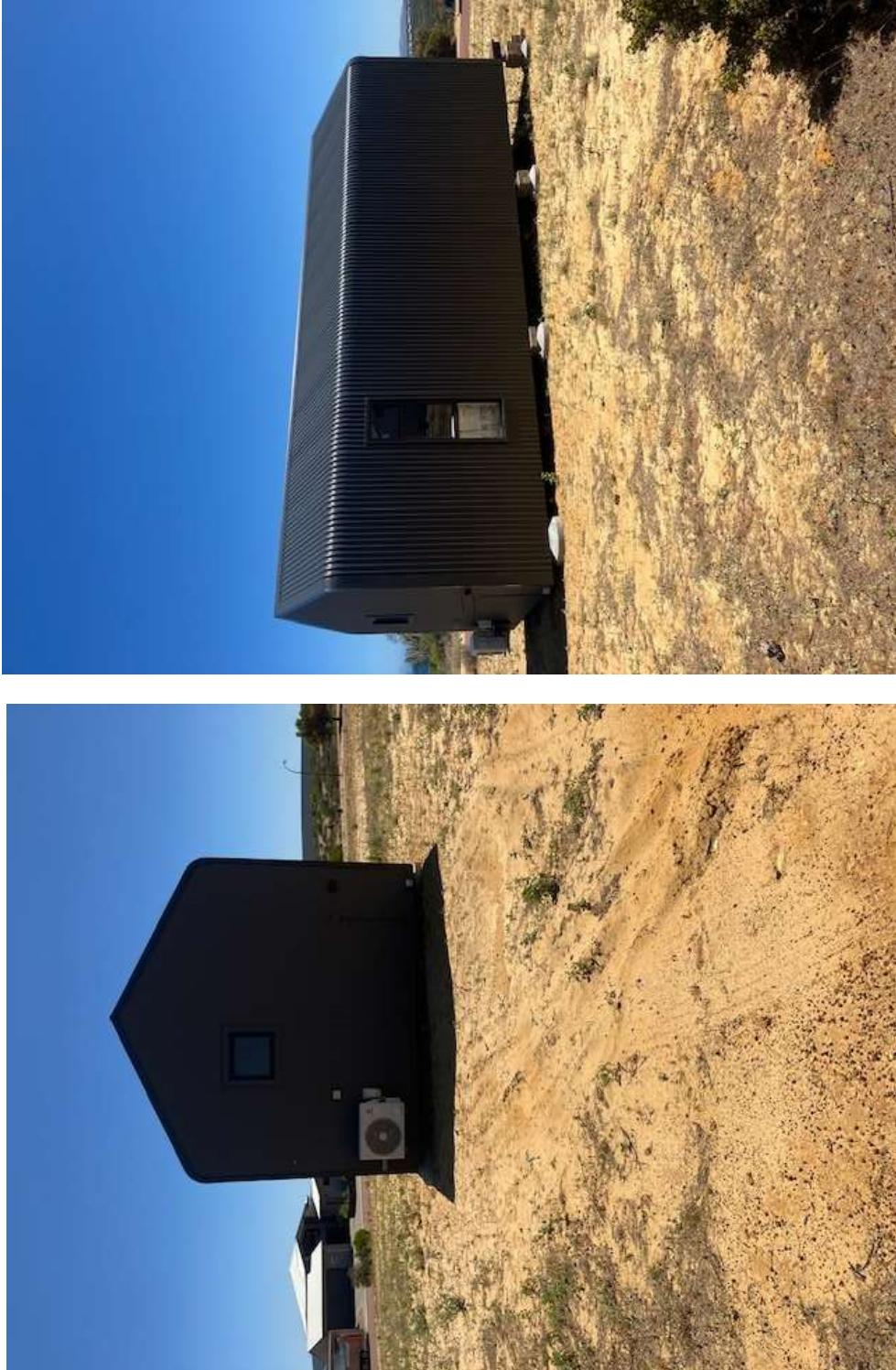
SCALE: 1 : 100

DRAWING : SWAN ELEVATIONS

REVISION: SK005

SHEET: B2-01

Photographs of No existing Modular Building – No 2 (Lot 2) Darwinia Drive, Kalbarri



Brian Robinson

From: Katy Marsh >
Sent: Saturday, November 16, 2024 9:56 AM
To: Brian Robinson
Subject: Re: Unauthorised development at No 2 Darwinia Drive, Kalbarri

Dear Mr Robinson,

Thank you for the opportunity to explain the circumstance around the delivery of a studio dwelling at 2 Darwinia Drive. I have no intention of causing disrupt.

I believed I was on the correct track with the approval process. I cancelled a contract with my initial design team who were undertaking the approval process and decided to gain the approvals myself. I completed my owner builders and submitted my building approval along with site plan of the intended location of the dwelling. The DMIRS received this on the 15/10/24 and I have since received a respond explaining delays in this process. I was of the belief that this was the application for approval for both my owner builder and my studio dwelling. It was not until I contacted Kaylene Roberts on the 6th November did I learn that another step in the process was required. As soon as Kaylene explained the need for a submission of a Developmental Approval I actioned this immediately. At this time though my studio was already being shipped and I should have delayed this.

I understand my shortcomings in researching the necessary steps required for building and for this I am sincerely sorry and I would also like to apologise for the inconvenience this has caused. I will correct my application as soon as possible and will be in contact with Kaylene for further assistance .

I am keen to relocate to the area and to settle into the community in my own private home. This building process is going to be a steep learning curve for myself and I have contracted a new design & drafting team (North Coast Drafting) who will be taking over the approval process to avoid any further errors.

I hope my sincere apology can be accepted.

Kind regards

Katy Marsh

to be an extremely serious matter for which Legal Action could be commenced against you, with the potential for substantial penalties to apply. For example penalties under the Building Act 2011 that may be imposed by a court include a fine of **up to \$50,000 for a first offence**.

Given that you have lodged an application for planning approval, it appears that you are aware that approvals were required for the works. It is considered unacceptable that the building has been placed on the property without these approvals having been obtained.

You are therefore required, within 7 days from the date of this email, to show cause as to why the Shire of Northampton should not commence legal action for the breaches of the Planning and Development Act 1995 and Building Act 2011.

Please note that irrespective of whether legal action is taken, the fact the building is already located on site, means that your Application for Development Approval is now seeking retrospective approval. In accordance with the Planning and Development Act 1995, applications for retrospective approval are subject to three times the standard application fee. Council's planning officer – Kaylene Roberts will be in contact with you shortly regarding this and the following issues with your application:

- a. The official term for a "granny flat" is Ancillary Accommodation, which is defines as self contained living accommodation on the same property as a dwelling;
- b. As no dwelling currently exists on the property, approval cannot be granted to Ancillary Accommodation;
- c. Alternatively, your application will need to be considered as an application for a dwelling, to be converted to ancillary accommodation following the completion of the main dwelling.

Should you wish to discuss this matter prior to formally responding to this email, please feel to contact me on the phone number below.

Brian Robinson
Executive Manager
Community Development & Regulation
P: 99341202
brian.robinson@northampton.wa.gov.au
www.northampton.wa.gov.au



Disclaimer by the Shire of Northampton. This email is private and confidential, if you are not the intended recipient, please advise us by return email immediately, and delete the email and any attachments without using or disclosing the contents in any way. The views expressed in this email are those of the author, and do not represent those of the Shire unless this is clearly indicated. You should scan this email and any attachments for viruses. The Shire accepts no liability for any direct or indirect damage or loss resulting from the use of any attachments to this email.

DELEGATED PLANNING DECISIONS NOVEMBER 2024

2024-085	ENERGY WEST SOCIAL CLUB	LOTS 1 (No. 4) & 2 (No. 6) WOODS STREET, KALBARRI	INCREASE IN OCCUPANY NUMBERS	5 November 2024	**
2024-086	S GORMAN	LOT 467 (No. 168) GREY STREET, KALBARRI	ADDITIONS/ALTERATIONS TO POOL AREA	5 November 2024	\$250,000
2024-087	R LAWSON	SHOP 6 (No. 44) ARCADE LANE, KALBARRI	SIGNAGE (FREE STANDING AND WALL MOUNTED)	5 November 2024	**
2024-088	T AVENT	LOT 300 (No. 44) EXPLORER AVENUE, KALBARRI	RETAINING WALL	7 November 2024	\$10,000
2024-089	K & N RAYNER	LOT 343 (No. 14) PENN STREET, KALBARRI	TEMPORARY APPROVAL – SHIPPING CONTAINER	7 November 2024	**
2024-090	RW & LL SACKMANN	LOT 47 (No. 37) HACKNEY STREET, KALBARRI	CHANGE OF USE TO HOLIDAY HOUSE	12 November 2024	**
2024-091	HARDACRE HOLDINGS PTY LTD	LOT 803 (No. 16) GLASS STREET, KALBARRI	RETAINING WALL	12 November 2024	\$5,000
2024-092	A & R SAPSFORD	LOT 65 (No. 82) MITCHELL STREET, HORROCKS	CHANGE OF USE TO HOLIDAY HOUSE	12 November 2024	**
2024-093	SB & JM IRVINE	LOT 886 (No. 63) GANTHEUAME CRESCENT, KALBARRI	ANCILLARY ACCOMMODATION WITH REDUCED SETBACK	19 November 2024	\$20,000
2024-094	L HOSE	LOT 102 (No. 12) LYNTON AVE, PORT GREGORY	RETROSPECTIVE VERANDAH	21 November 2024 Council Decision	\$12,000
2024-095	S GORMAN	LOT 4 (No. 8) FLORA BOULEVARD, KALBARRI	GROUPED DWELLINGS	27 November 2024	\$900,000
2024-096	H & J BEVAN	LOT 163 (No. 40) CENTROLEPIS COURT, KALBARRI	RETAINING WALL	27 November 2024	\$45,000



Holiday House Property Management Plan

PROPERTY DETAILS

Name	SIMON LATIMER		
Lot Number	862	Street Number	10
Street Name	GALLANT CLOSE		
Locality	KALBARRI		
No. of Bedrooms	4		

PROPERTY MANAGER DETAILS

Name	DEB GODDARD - KALBARRI ESCAPES		
Address	62 GREY STREET, KALBARRI 6536		
Email	HOLIDAYMANAGER@KALBARRIESCAPES.COM.AU	Phone	99370400
SIGNATURE		Date	17/10/2024

ROLES AND RESPONSIBILITIES OF PROPERTY MANAGERS

The nominated Property Manager agrees to;

- Ensure that all guests and visitors to a Property under their Management comply with this Code of Conduct;
- Have day-to-day management of the Holiday House;
- Respond to complaints within a two hour timeframe pertaining to guest behavior made before 1am or respond within a reasonable timeframe, but within 24 hours, in relation to all other complaints;
- Ensure the Property Manager contact details are updated with the Shire of Northampton at the time of any change/s;
- Ensure the premises are registered with the Shire of Northampton as a 'holiday house provider';
- Cooperate with other stakeholders including industry associations, tourism bodies, local councils and other government authorities to enhance the image, standards and contribution of Holiday House Accommodation to the economy;
- Ensure the following information is readily visible in the house:
 - the Code of Conduct
 - the Property Management Plan
 - the Fire and Emergency Management Plan (including the Fire Evacuation Route)
 - a list of Emergency and After Hours contacts
- Liaise with guests for the occupancy and vacation of the premises;
- Ensure the correct maximum number of guests are staying overnight in accordance with Development Approval conditions;
- Maintain a register of all people who utilise the premises, with the register to be available for inspection by the Shire of Northampton upon request;
- Ensure the premises are clean and maintained to a high standard;
- Ensure bed linen is clean and replaced upon guest vacation; and

- ☐ Ensure bed linen is clean and replaced upon tenant vacation; and
- ☐ Ensure rubbish and recycling bins are put out and collected as required.

HOLIDAY HOME

CODE OF CONDUCT

PROPERTY ADDRESS: <INSERT ADDRESS>

The following Code of Conduct governs tenant behaviour and use of the property. The tenant agrees to follow the guidelines below, for themselves and any visitors they allow at the property:

TENANTS: A responsible adult (over 18 years of age) shall be on site at all times when children are present. No unauthorised people are permitted to stay overnight.

NOISE AND NUISANCE: The tenants agree not to cause or permit nuisance at the property. This includes excessive noise, disruptive or anti-social behaviour. Noise should generally cease after 9pm Sunday through Thursday and 10pm Friday and Saturday.

VEHICLE PARKING: The tenants agree to use the parking spaces provided and not to park on lawn or garden areas on the property, or on the street verge or street itself outside the property. The guests agree not to park any additional vehicles on the property in excess of the parking spaces provided.

SHIRE REGULATIONS: The tenants agree to all Shire regulations, including noise and fire limitations.

PREMISE CONDITION AND CLEANLINESS: The tenants agree to leave the premise in a clean and tidy condition upon vacating, with all fittings and chattels in their original condition and position at the beginning of stay. Tenants are to advise the Property Manager of any damage or disrepair within 24 hours of this occurring. Any damage repairs or excessive cleaning that is attributable to the tenants stay will be paid for by the tenants.

FIRES: The tenants agree not to allow any candles, open fires or similar burn unsupervised within the premise. No open fires are permitted outside at any time. Barbeque facilities may be provided and used in a safe manner.

RUBBISH DISPOSAL: The guests agree to contain all their rubbish in the bins provided. Tenants are responsible for the putting out and collection of the bins where your stay coincides with collection days.

Your collection day is: **Tuesday**

KEYS: At the end of the agreed tenancy, tenants agree to lock the premise, close all windows and return the keys to the Property Manager. Any lost or damaged keys will be replaced at the tenant's expense.

TERMINATION OF ACCOMMODATION: If tenants are found to have contravened any of the above Code of Conduct responsibilities a verbal warning will be issued. If the contravention is not rectified immediately the accommodation booking may be terminated with 2 hours notice at the Property Managers discretion. No refunds will be made.

HOLIDAY HOME**FIRE AND EMERGENCY PLAN**

PROPERTY ADDRESS: 10 Gallant Close, Kalbarri 6536

EMERGENCY CONTACT DETAILS:

FOR ALL EMERGENCIES DIAL 000

Property Manager: Deb Goddard – Kalbarri Escapes

Kalbarri Police: (08) 9936 3000

Shire of Northampton: (08) 9937 1097

Kalbarri Hospital: (08) 9937 0100

EMERGENCY PROCEDURE:

In the event of a fire or emergency, evacuation information may be broadcast or available from the following sources:

ABC Radio:

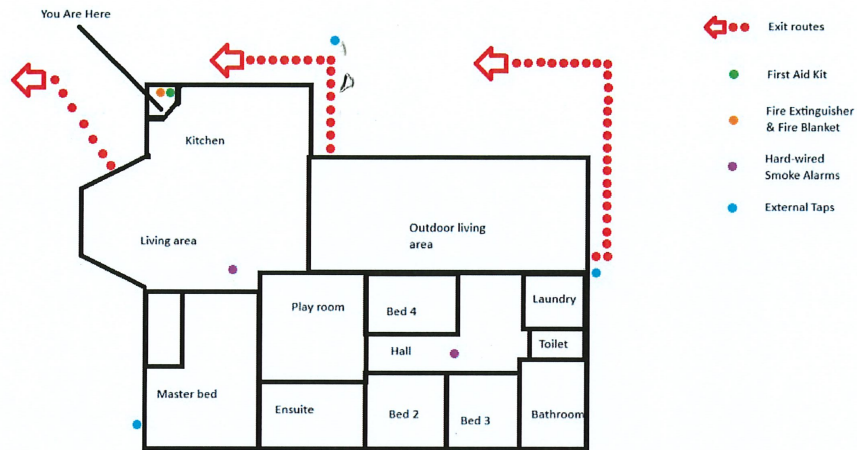
DFES: www.dfes.wa.gov.au/ 132 500 for SES emergency assistance 13 DFES (13 3337) for emergency information

FIRE EVACUATION ROUTE

PROPERTY ADDRESS: 10 Gallant Close, Kalbarri 6536

FLOOR PLANS OF PREMISE

PROPERTY ADDRESS: 10 Gallant Close, Kalbarri 6536



LEGEND

Hardwired smoke alarms

Fire blanket (in kitchen) Exit Lighting (if required)

Fire Extinguishers

External Taps/Garden Hose Locations

You are here.

Admin	Eng	Hlth Bldg	Town Pla	Rang
08 NOV 2024				
NORTHAMPTON SHIRE COUNCIL				

Ref: 10.6.1.1/ A2975
Attention: Planning Department

POSTED
10235430



SUBMISSION FORM

**PROPOSED HOLIDAY ACCOMMODATION
LOT 862 (No. 10) GALLANT CLOSE, KALBARRI**

Name: _____

Postal Address: _____

Phone Number: _____

SUBMISSION:

☐

Support

☒

Object

☐

Indifferent

Give in full your comments and any arguments supporting your comments (if insufficient space, please attach additional sheets) -

There are multiple holiday accommodations ^{one across} the street, already in a close proximity of our property, which during peak holiday seasons is a noise disturbance & affecting the sleep of our 2 year old and 2 month old baby. Our street is otherwise quiet & prefer to keep the area that way. Also Kalbarri & Australia wide is experiencing a housing & rental crisis and its a bit of a slap in the face to Aussie families that are desperate to have a long term family home (rental).

Signature: _____ Date: 5/10/24

Please return to: Chief Executive Officer
Shire of Northampton
PO Box 61
NORTHAMPTON WA 6535

NOTE: The local government in determining the application will take into account the submissions received but is not obliged to support those views.

Submissions Close: 22nd November 2024

HOLIDAY HOME**PROPERTY MANAGEMENT PLAN****PROPERTY ADDRESS:** 17 Stenodia Street, Kalbarri**PROPERTY MANAGER DETAILS:****Name:** Steve McKenzie**Address:** 20 Gliddon Avenue, Kalbarri 6536**Telephone Number:** 0417 914749**Email:** mycoralcoast@gmail.com

Details of where bookings are made: Airbnb & Bookings.com

Internet (please specify):

Northampton Visitor Centre:

Property Manager:

Other (please specify):

NOTE: In relation to the nominated Property Manager, the following is applicable:

- ☐ is a person/company that will have day-to-day management of the holiday home; and
- ☐ will specifically respond to complaints pertaining to guest behaviour made before 1am within a two-hour timeframe; and
- ☐ in relation to any other complaints will respond, within a reasonable timeframe but in any event within 24 hours.

DUTIES OF PROPERTY MANAGER

General Information: The Property Manager will supply readily visible in the kitchen or living area of the home the Code of Conduct, the Property Management Plan and the Fire and Emergency Plan (including the Fire Evacuation Route). Other duties include:

- ☐ Liaise with tenants for the occupancy and vacation of the premises;
- ☐ Ensure the correct maximum number of people is staying overnight in accordance with planning approval conditions;
- ☐ Ensure the premise is registered with the Shire of Northampton as a Holiday Home provider;
- ☐ Ensure guests are aware of the Code of Conduct;
- ☐ Ensure guests are aware of the Fire and Emergency Plan;
- ☐ Maintain a register of all people who utilise the premise, available for inspection by the Shire of Northampton upon request;
- ☐ Ensure the premise is clean and maintained to a high standard;
- ☐ Ensure bed linen is clean and replaced upon tenant vacation; and

- ☐ Ensure rubbish and recycling bins are put out and collected as required.

HOLIDAY HOME

CODE OF CONDUCT

PROPERTY ADDRESS: 17 Stenodia Street, Kalbarri

The following Code of Conduct governs tenant behaviour and use of the property. The tenant agrees to follow the guidelines below, for themselves and any visitors they allow at the property:

TENANTS: A responsible adult (over 18 years of age) shall be on site at all times when children are present. No unauthorised people are permitted to stay overnight.

NOISE AND NUISANCE: The tenants agree not to cause or permit nuisance at the property. This includes excessive noise, disruptive or anti-social behaviour. Noise should generally cease after 9pm Sunday through Thursday and 10pm Friday and Saturday.

VEHICLE PARKING: The tenants agree to use the parking spaces provided and not to park on lawn or garden areas on the property, or on the street verge or street itself outside the property. The guests agree not to park any additional vehicles on the property in excess of the parking spaces provided.

SHIRE REGULATIONS: The tenants agree to all Shire regulations, including noise and fire limitations.

PREMISE CONDITION AND CLEANLINESS: The tenants agree to leave the premise in a clean and tidy condition upon vacating, with all fittings and chattels in their original condition and position at the beginning of stay. Tenants are to advise the Property Manager of any damage or disrepair within 24 hours of this occurring. Any damage repairs or excessive cleaning that is attributable to the tenants stay will be paid for by the tenants.

FIRES: The tenants agree not to allow any candles, open fires or similar burn unsupervised within the premise. No open fires are permitted outside at any time. Barbeque facilities may be provided and used in a safe manner.

RUBBISH DISPOSAL: The guests agree to contain all their rubbish in the bins provided. Tenants are responsible for the putting out and collection of the bins where your stay coincides with collection days.

Your collection day is: Wednesday Mornings.

KEYS: At the end of the agreed tenancy, tenants agree to lock the premise, close all windows and return the keys to the Property Manager or locked box. Any lost or damaged keys will be replaced at the tenant's expense.

TERMINATION OF ACCOMMODATION: If tenants are found to have contravened any of the above Code of Conduct responsibilities a verbal warning will be issued. If the contravention is not rectified immediately the accommodation booking may be terminated with 2 hours notice at the Property Managers discretion. No refunds will be made.

HOLIDAY HOME**FIRE AND EMERGENCY PLAN**

PROPERTY ADDRESS: 17 Stenodia Street, Kalbarri

EMERGENCY CONTACT DETAILS:

FOR ALL EMERGENCIES DIAL 000

Property Manager: Steve McKenzie 0417 914 749

Kalbarri Police: 08 9936 3000

Shire of Northampton: 08 9937 1097 (Kalbarri Office)

Shire of Northampton: 08 9934 1202

EMERGENCY PROCEDURE:

In the event of a fire or emergency, evacuation information may be broadcast or available from the following sources:

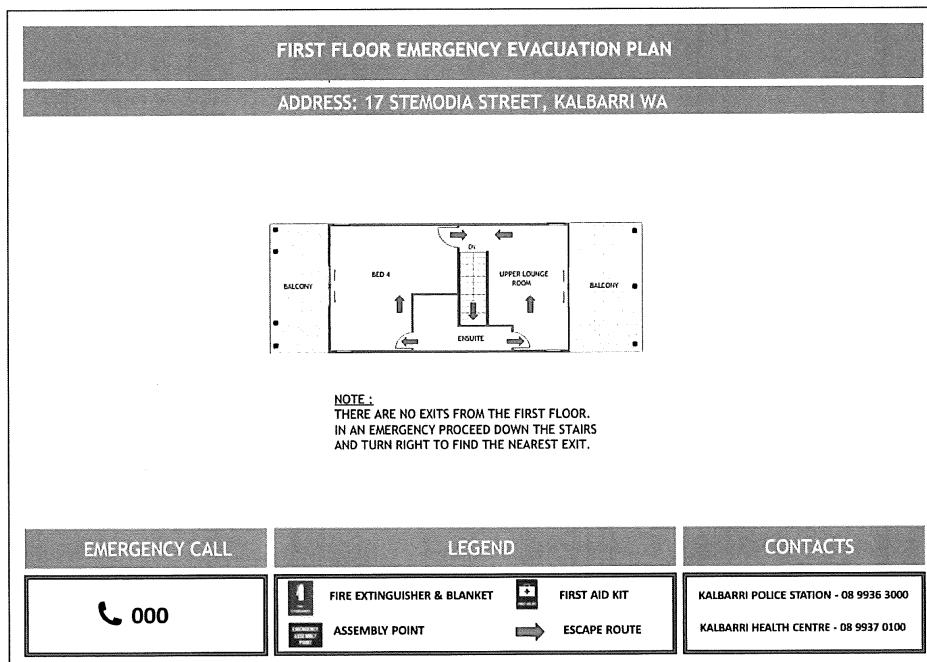
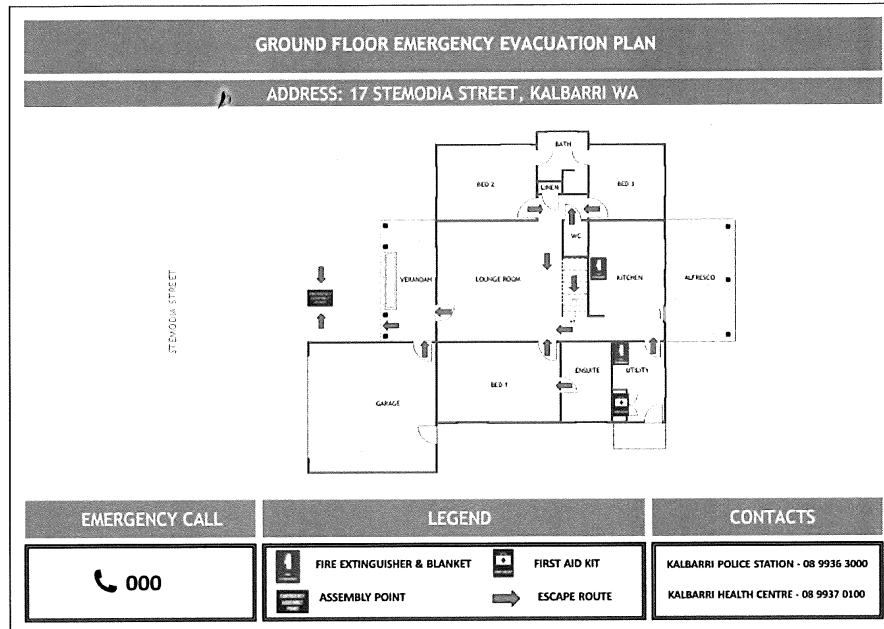
DFES: www.dfes.wa.gov.au

132 500 for SES emergency assistance

13 DFES (13 3337) for emergency information

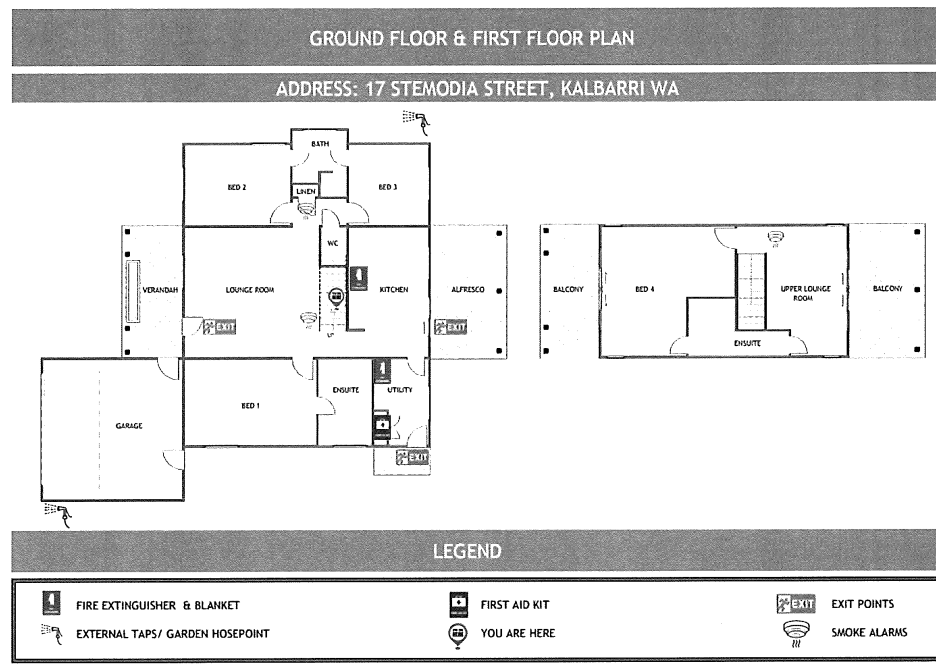
FIRE EVACUATION ROUTE

PROPERTY ADDRESS: 17 Stemodia Street, Kalbarri



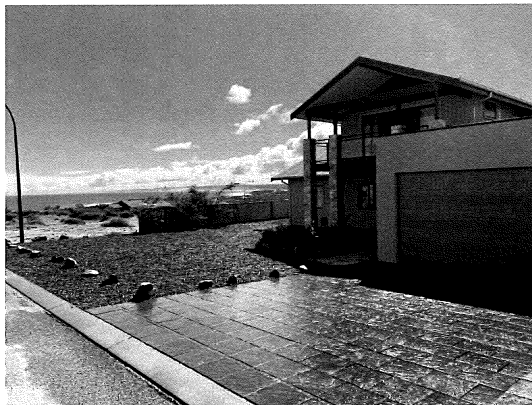
FLOOR PLANS OF PREMISE

PROPERTY ADDRESS: 17 Stemodia Street, Kalbarri



APPLICATION INFORMATION

CHANGE OF USE TO SHORT STAY ACCOMMODATION



Name of Property: The Lookout Kalbarri

Address: (Lot 270) 17 Stenodia Street, Kalbarri

Dear Kaylene

Thank you for your correspondence regarding an application for a change of use to Holiday Accommodation on Lot 270 (17) Stemodia Street, Kalbarri. We are strongly objecting to this submission for two reasons:

a: We are hoping to sell our block (at a very reduced price due to plummeting land values in Kalbarri) and this development will reduce our chances of securing a sale, and

b: There are privacy issues which will impact anyone residing on our block due to the position of the alfresco on the ground floor and the balcony on the first floor. We would be completely overlooked on our back fence line. (Our block is Lot

We note that this property has been offered on Booking.com since December 2021. Was there a submission request made at that time?

We trust that you will consider this objection to submission to be fair and justified and look forward to your response.

With kind regards

Wendy Dallywater

From: Jamart Sound Lounge <>
Sent: Monday, 9 December 2024 3:08 PM
To: Wendy Dallywater
Cc: kalbarrisportandrecreation@gmail.com; Brian Robinson
Subject: Re: KOA 2025 Application Docs for Music Event - on Friday 4th & Saturday 5th April 2025 - at the Kalbarri Oval and Recreation Centre

Categories: Markets & Events

Hi Wendy

We would like to ask the Shire if we can extend slightly later into the evening so that bands and patrons are spending less time in the heat of the day. It may mean we go until 11pm rather than 10pm please and will make for a better experience for all (and less risk of heat-related illnesses) while still not finishing too late.

We hope that's acceptable.

Many thanks

Kim

Brian Robinson

From: Katy Marsh >
Sent: Saturday, November 16, 2024 9:56 AM
To: Brian Robinson
Subject: Re: Unauthorised development at No 2 Darwinia Drive, Kalbarri

Dear Mr Robinson,

Thank you for the opportunity to explain the circumstance around the delivery of a studio dwelling at 2 Darwinia Drive. I have no intention of causing disrupt.

I believed I was on the correct track with the approval process. I cancelled a contract with my initial design team who were undertaking the approval process and decided to gain the approvals myself. I completed my owner builders and submitted my building approval along with site plan of the intended location of the dwelling. The DMIRS received this on the 15/10/24 and I have since received a respond explaining delays in this process. I was of the belief that this was the application for approval for both my owner builder and my studio dwelling. It was not until I contacted Kaylene Roberts on the 6th November did I learn that another step in the process was required. As soon as Kaylene explained the need for a submission of a Developmental Approval I actioned this immediately. At this time though my studio was already being shipped and I should have delayed this.

I understand my shortcomings in researching the necessary steps required for building and for this I am sincerely sorry and I would also like to apologise for the inconvenience this has caused. I will correct my application as soon as possible and will be in contact with Kaylene for further assistance .

I am keen to relocate to the area and to settle into the community in my own private home. This building process is going to be a steep learning curve for myself and I have contracted a new design & drafting team (North Coast Drafting) who will be taking over the approval process to avoid any further errors.

I hope my sincere apology can be accepted.

Kind regards

Katy Marsh

to be an extremely serious matter for which Legal Action could be commenced against you, with the potential for substantial penalties to apply. For example penalties under the Building Act 2011 that may be imposed by a court include a fine of **up to \$50,000 for a first offence**.

Given that you have lodged an application for planning approval, it appears that you are aware that approvals were required for the works. It is considered unacceptable that the building has been placed on the property without these approvals having been obtained.

You are therefore required, within 7 days from the date of this email, to show cause as to why the Shire of Northampton should not commence legal action for the breaches of the Planning and Development Act 1995 and Building Act 2011.

Please note that irrespective of whether legal action is taken, the fact the building is already located on site, means that your Application for Development Approval is now seeking retrospective approval. In accordance with the Planning and Development Act 1995, applications for retrospective approval are subject to three times the standard application fee. Council's planning officer – Kaylene Roberts will be in contact with you shortly regarding this and the following issues with your application:

- a. The official term for a "granny flat" is Ancillary Accommodation, which is defines as self contained living accommodation on the same property as a dwelling;
- b. As no dwelling currently exists on the property, approval cannot be granted to Ancillary Accommodation;
- c. Alternatively, your application will need to be considered as an application for a dwelling, to be converted to ancillary accommodation following the completion of the main dwelling.

Should you wish to discuss this matter prior to formally responding to this email, please feel to contact me on the phone number below.

Brian Robinson
Executive Manager
Community Development & Regulation
P: 99341202
brian.robinson@northampton.wa.gov.au
www.northampton.wa.gov.au



Disclaimer by the Shire of Northampton. This email is private and confidential, if you are not the intended recipient, please advise us by return email immediately, and delete the email and any attachments without using or disclosing the contents in any way. The views expressed in this email are those of the author, and do not represent those of the Shire unless this is clearly indicated. You should scan this email and any attachments for viruses. The Shire accepts no liability for any direct or indirect damage or loss resulting from the use of any attachments to this email.

ATTACHMENT 9.5.1(1)

SHIRE OF NORTHAMPTON - BUILDING APPROVALS - NOVEMBER 2024						
Approval Date	App. No.	Owner	Builder	Property Address	Type of Building	Value
13/11/2024	24010	Matthew Crock	Owner Builder	16 (Lot 803) Glass Street, Kalbarri	Construct retaining wall on Western boundary	\$ 5,000.00
31/10/2024	24046	KLK Farms Pty Ltd	AJ Para Building Services	40 Jib Jib Road, Alma	Construct modular office building	\$ 196,000.00
6/11/2024	24072	Richard and Dorothy Moore	Alex Reid Construction Pty Ltd	54 (Lot 260) Centrolepis Circuit, Kalbarri	Construct two-storey steel-framed dwelling and retaining walls	\$ 250,000.00
28/11/2024	24073	Merv and Irene Miles	Starstate Investments Pty Ltd	31 (Lot 13) Fourth Avenue, Northampton	Construct steel-framed shed	\$ 24,000.00
28/11/2024	24079	Justin Rob	Lane Hose	12 (Lot 102) Lynton Avenue, Port Gregory	Construct timber-framed verandah	\$ 12,000.00
21/11/2024	24084	Simon and Joanne Irvine	Owner Builder	63 (Lot 886) Gantheaume Crescent, Kalbarri	Construct timber-framed granny flat	\$ 20,000.00
13/11/2024	24090	Tasman Avent and Aliasha Hvala	Owner Builder	34 (Lot 300) Explorer Avenue, Kalbarri	Construct two-bedroom timber-framed dwelling, steel-framed shed and retaining wall	\$ 400,000.00
13/11/2024	24092	Matthew Stoney	Owner Builder	6 Coral Boulevard, Kalbarri	Construct steel-framed shed	\$ 18,600.00
6/11/2024	24093	Martin and Caroline Burt	Owner Builder	20/116 (Lot 20) Nanda Drive, Kalbarri	Alterations to patio roof structure and internal alterations	\$ 18,500.00
13/11/2024	24094	Tanya Spencer	Neil Miller	8 (Lot No 48) Banksia Street, Kalbarri	Construct steel-framed patio	\$ 15,000.00
28/11/2024	24099	Shire of Northampton	MI Global Construction Pty Ltd	134 (Lot 7) Stephen Street, Northampton	Construct steel-framed clad shed	\$ 25,569.45

SHIRE OF NORTHAMPTON

ATTACHMENT 9.8.1 (1)

WORKS CREW BUDGET - PROGRAM AND PROGRESS REPORT (2024/2025)
(December 2024)

2024/2025 Budget Works	Job No	Status	Comments
<u>REGIONAL ROAD GROUP PROJECTS - 150300</u>			
Binnu East Road Floodways SLK 1	RRG		plus RRG Funding \$301,692 for both floodways
Binnu East Road Floodways SLK 3	RRG		plus RRG Funding \$301,692 for both floodways
<u>ROADS TO RECOVERY - 152100</u>			
Balla Whellarra Road	RTR		Reseal
Northampton - Fifth Street Install Stormwater	R345		Survey and Design with Consultants
<u>LR GRANT - 152140</u>			
Little Bay Road Construct Road to Little Bay	R440		c/f \$743,100 LCRI funded reduced due to shortening project Clearing Permit request submitted Land Tenure, cadastral survey and native title study included as part of clearing permit application.
Binnu East Road reseal	R442		LCRI funded - funding source change to offset deficit Front of new Elders Building
Northampton- Hampton Road			
<u>MUNICIPAL FUND CONSTRUCTION - 150600</u>			
Carried Over from 2023/2024			
<u>Kalbarri</u>			
Karina Mews Reseal and replace concrete kerbing	R982		Reseal and replace kerbing
<u>Northampton</u>			
Gwalla & Brooks Street Install of drainage c/f 21/22	R326		c/f \$63,995 install drainage, works not completed 21/22 22/23
Cont.			

2024/2025 Budget Works	Job No	Status	Comments
<u>MUNICIPAL FUND CONSTRUCTION - 150600</u>			
New Projects			
<u>Northampton</u>			
Robinson Street Surface Correction - 2 sections and kerbing	R338		c/f \$10,880 Surface correction & kerb replacement
Fifth Street (Council Contribution) Install Stormwater	R345		Survey and Design with Consultants c/f \$187,191. Plus R2R funding \$133,983 So flags can be flown 24 hours per day.
Northampton Uplighting of flag poles			
<u>Kalbarri</u>			
Anchorage Lane Engineering Works - Investigate and Design	R348		Engineering Works - investigate and design (drainage)
Maver Street			Install Kerb
Glass Street - Reseal			CBP Full Service 2200m2
<u>Rural</u>			
Coolacalaya Road Survey Road Reserve	R335		c/f \$35,000
Binnu East Road Floodways SLK 1			Shire Contribution
Binnu East Road Floodways SLK 3			Shire Contribution
Cont.			

2024/2025 Budget Works	Job No	Status	Comments
<u>MUNICIPAL FOOTPATHS - 150900</u>			
Carried Over from 2023/2024			
Northampton - Stephen Street Replace DUP from NWCH to West Street	F702		
Kalbarri - Grey Street Replace DUP at front of Allen Centre	F707	COMPLETE	Works Commenced
Kalbarri - Red Bluff entrance to ECO Flora	F716		c/f \$127,810 (MRD funding \$95,599 Shire \$95,599) Additional funding required \$31,694 Shire and MRD each.
<u>MUNICIPAL FOOTPATHS - 150900</u>			
New Projects			
Kalbarri - Malaluca Pathway Maintenance of existing	08 T379		
OTHER WORKS - MISC.			
Establish Drainage easements Essex to John Street Northampton			
Line Marking			
Porter St South maintain vegetation			
Stephan Street Depot Tree and Plant Nursery			Strategic Asset Reserve as per Council decision
Kalbarri Airport Tidedowns			Current \$7,500
Kalbarri Airport Extra Runways Sweeping/ Slashing			Review is suggested, instead of fire hydrants - utilise c/f
Port Gregory Water Supply Review			
Cont.			

2024/2025 Budget Works		Job No	Status	Comments
<u>OTHER WORKS - Depots/Foreshores/Ovals/Parks/Gardens/Cemeteries etc</u>				
Northampton - Northampton Community Centre Install disabled ramp south end				
Northampton - Northampton Community Centre Treatment for rising damp - stadium wall				
Northampton - Northampton Community Centre Brick pave commentary box south to prevent moisture				
Northampton - Cemetery Install new niche wall under existing shelter	H001	COMPLETE		
Northampton - Lions Park Install 3 x stone wall seating	F012			Works Commenced
Northampton - Main Street Heritage bin surrounds Supply heritage style bin surrounds				New request (CEO) - Existing signage in very poor condition on NWCH/ Hampton Road (Shire Boundries)
Northampton Entry Statement Plants				Caravan park verge - Contractor appointed
Northampton Entry Statement Solar Lighting				Behind John Street Northampton (Casley property)
Northampton Entry Signage Replacement				Northampton Office, Lions, Hampton gardens, NCC, Gen Gardens, Northampton Cemetery, Edna Bandy Centre
Poppet Head re-oil, bolt tighten				
Bore 83 Pipeline redirect from private property				
New Plants			COMPLETE	
Cont.				

2024/2025 Budget Works	Job No	Status	Comments
Kalbarri - Foreshore grass removal Cut down grass height along DUP area/s			
Kalbarri - Foreshore shelter Install Foreshore shelter.			
Kalbarri Oval Vermin Fencing			LCCI funded - Funding Source change to offset deficit
Kalbarri/ Verticut/topdress/fertiliser		COMPLETE	LCCI funded - Funding Source change to offset deficit
Horrocks - Foreshore grass removal Cut down grass height along DUP area/s			
Horrocks - Foreshore water supply holding tank Remove existing and place new			Contractor appointed
Horrocks water tank monitoring system Water system upgrade	3664		Contractor appointed
Horrocks - Install shower Install shower at top of Jetty boardwalk			
Port Gregory - Carpark Construction/Renovations Foreshore carpark area	3714		
Port Gregory - New Community Storage Shed New shed	99 5414		Deferred to 2024/25
Port Gregory - Non Potable water supply holding tank Install new water supply holding tank	99 5414		Contractor appointed
Port Gregory Water Monitoring System			Contractor appointed
Port Gregory Tip Site Install cover over 'Oil Reciprical'			
Cont.			

2024/2025 Budget Works		Job No	Status	Comments
<u>PLANT ITEMS - Major</u>				
Northampton - New Truck (Construction)		4214/99		Pending Plant Review
Purchase new - trade/sell existing P217 Mitsi				
Northampton - New Truck Trailer (Construction)		4214/99		Pending Plant Review
Purchase new - trade/sell existing P218 Trailer				
Tip Truck (Rubbish Truck Kalb)				New \$130,000 less sell P273 \$20,000 (net figure)
Mower Front Deck (ride on mower Kalb)				Net Figure
Ute (Manager Parks & Gardens) (Ex EMCS)			Ordered	New \$55,000 less sell P306 \$30,000
2wd Ute Northampton			COMPLETE	New \$45,000 less sell P294 \$5,000
4WD Ute (Northampton Ranger) replacement			Ordered	Existing vehicle repurposed to Horrocks
<u>PLANT ITEMS - Minor/Other/Sundry tools</u>				
Northampton Depot 30 KVA Genset/ electrical Fit out				Portable generator to service multiple locations if required.
Multi-use Trailer			Ordered	Multi-use Trailer - Generator mobility and other uses
CAT Backhoe mesh guards (front & rear)			Ordered	Safety measure
Confined Space Equipment Blackwoods Quote			COMPLETE	c/f \$9,200
Northampton Maint Truck - Small fridge		7362/02		
Trailer 8x5 Northampton Depot			COMPLETE	
Alcohol and Drug Test Equipment				New request (CEO)
131NR - EMWTS Ranger - Dual Battery Installation			COMPLETE	
131NR - EMWTS Ranger Dashcam			COMPLETE	
Whipsnips (Nton & Hks)				
Cont.				

2024/2025 Budget Works	Job No	Status	Comments
Stihl Mower (elect) (Nton Garden)			
Small Plate Compactor (depot)			
Extendable Chainsaw (depot)			
Post hole Auger bit			
Receiptrical Saw		COMPLETE	
Milwalki combo (Mtce truck)		COMPLETE	
Laser Level (depot)			
Back Pack Sprayer			
Portable Toilet and Transport		COMPLETE	
Trailer for Portable Toilet		COMPLETE	
GPS Terra Trip LH Mtce Vehicle P322			
<u>Kalbarri</u>			
Whip snip		COMPLETE	
Chain Saw		COMPLETE	
Hedger		COMPLETE	
Backpack Sprayer			
Milwalki Combo		COMPLETE	
Depot 2bunded Pallet/ Cupboard			
High Pressure Cleaner Bin Truck			



**SHIRE OF NORTHAMPTON
MINUTES**

**Audit and Risk Management Advisory Committee held in the Allen Centre, Kalbarri
9:30am 21 November 2024**

- 1. DECLARATION OF OPENING OF MEETING BY THE CHAIRPERSON**
Cr Roslyn Suckling declared the meeting open at 9.30am
- 2. ACKNOWLEDGEMENT OF COUNTRY**
We would like to respectfully acknowledge the Yamatji People who are the Traditional Owners and First People of the land on which we meet. We would like to pay our respects to the Elders past, present and future for they hold the memories, the traditions, the culture and hopes of the Yamatji People.
- 3. ATTENDANCE / APOLOGIES**
Members
 Cr Roslyn Suckling
 Cr Liz Sudlow – Shire President
 Cr Richard Burges
 Cr Tim Hay

Apologies
 Mrs Leanne Rowe (Manager Financial Services)

Observers
 Mr Andrew Campbell (CEO)
- 4. DECLARATIONS OF FINANCIAL INTERESTS**
Nil.
- 5. CONFIRMATION OF MINUTES OF MEETING HELD 15 FEBRUARY 2024**

Moved: Cr Burges

Seconded Cr Hay

“That the minutes of the Audit and Risk Management Advisory Committee held on 15 February 2024 be received as a true and correct record.”

Carried 4-0

For: Cr’s Suckling, Sudlow, Burges, and Hay.

Against: Nil

6. REVIEW OF FINDINGS OF 2024/25 INTERIM AUDIT

The Chief Executive Officer addressed the nine findings and made explanation to the 2024/25 Interim Audit Report.

Moved: Cr Burges

Seconded Cr Sudlow

“That the Audit and Risk Management Advisory Committee accept the findings and the management response to the 2024/25 Interim Audit Report.”

Carried 4-0

**For: Cr’s Suckling, Sudlow, Burges, and Hay.
Against: Nil**

7. CHIEF EXECUTIVE OFFICER PRIORITY RISK REPORT

The following items of risk were raised and discussed by the CEO:

1. 2023/24 carry forward deficit position. Further information to be provided at the next Audit and Risk Management Advisory Committee meeting; and
2. Update on legal issue with the contractor over Kalbarri-Ajana Road – Stage 1.

8. DATE FOR NEXT MEETING

2023/24 Exit Meeting with the Office of Auditor General and AMD at 11.30am followed by an Audit and Risk Management Advisory Committee meeting to be held on 4 December 2024 at 12.30pm in the Council Chamber, Northampton.

9. CLOSURE

There being no further business the Chairperson closed the meeting at 10.30am.

SHIRE OF NORTHAMPTON
FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2024

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

A proud and unique community recognising the past and creating the future.

Principal place of business:
199 Hampton Road
NORTHAMPTON WA

**SHIRE OF NORTHAMPTON
STATEMENT OF COMPREHENSIVE INCOME
FOR THE YEAR ENDED 30 JUNE 2024**

	NOTE	2024 Actual \$	2024 Budget \$	2023 Actual \$
Revenue				
Rates	2(a),25	5,150,155	5,103,928	4,820,333
Grants, subsidies and contributions	2(a)	4,167,459	918,769	4,068,237
Fees and charges	2(a)	1,301,675	1,321,561	1,312,661
Interest revenue	2(a)	290,784	177,500	187,546
Other revenue	2(a)	592,563	0	1,753,869
		<u>11,502,636</u>	<u>7,521,758</u>	<u>12,142,646</u>
Expenses				
Employee costs	2(b)	(4,725,952)	(4,394,780)	(4,069,191)
Materials and contracts		(3,596,418)	(2,839,575)	(3,706,224)
Utility charges		(397,918)	(363,900)	(377,999)
Depreciation		(2,636,502)	(2,557,550)	(2,560,707)
Finance costs		(30,182)	(30,725)	(64,573)
Insurance		(244,114)	(249,990)	(223,935)
Other expenditure	2(b)	(666,954)	(642,469)	(629,010)
		<u>(12,298,040)</u>	<u>(11,078,989)</u>	<u>(11,631,639)</u>
		(795,404)	(3,557,231)	511,007
Capital grants, subsidies and contributions	2(a)	4,484,187	1,312,387	1,467,803
Profit on asset disposals		24,456	59,000	173,241
Loss on asset disposals		0	0	(1,799)
Fair value adjustments to financial assets at fair value through profit or loss	4(b)	1,322	0	0
		<u>4,509,965</u>	<u>1,371,387</u>	<u>1,639,245</u>
Net result for the period		3,714,561	(2,185,844)	2,150,252
Other comprehensive income for the period				
<i>Items that will not be reclassified subsequently to profit or loss</i>				
Changes in asset revaluation surplus	17	(9,509,715)	0	43,030,151
Total other comprehensive income for the period	17	(9,509,715)	0	43,030,151
Total comprehensive income for the period		(5,795,154)	(2,185,844)	45,180,403

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

**SHIRE OF NORTHAMPTON
STATEMENT OF CHANGES IN EQUITY
FOR THE YEAR ENDED 30 JUNE 2024**

	NOTE	RETAINED SURPLUS \$	RESERVE ACCOUNTS \$	REVALUATION SURPLUS \$	TOTAL EQUITY \$
Balance as at 1 July 2022		85,375,453	982,603	48,141,318	134,499,374
Comprehensive income for the period					
Net result for the period		2,150,252	0	0	2,150,252
Other comprehensive income for the period	17	0	0	43,030,151	43,030,151
Total comprehensive income for the period		2,150,252	0	43,030,151	45,180,403
Transfers from reserve accounts	28	360,335	(360,335)	0	0
Transfers to reserve accounts	28	(30,953)	30,953	0	0
Balance as at 30 June 2023		87,855,087	653,221	91,171,469	179,679,777
Comprehensive income for the period					
Net result for the period		3,714,561	0	0	3,714,561
Other comprehensive income for the period	17	0	0	(9,509,715)	(9,509,715)
Total comprehensive income for the period		3,714,561	0	(9,509,715)	(5,795,154)
Transfers from reserve accounts	28	120,000	(120,000)	0	0
Transfers to reserve accounts	28	(1,153,333)	1,153,333	0	0
Balance as at 30 June 2024		90,536,315	1,686,554	81,661,754	173,884,623

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

**SHIRE OF NORTHAMPTON
STATEMENT OF FINANCIAL ACTIVITY
FOR THE YEAR ENDED 30 JUNE 2024**

	NOTE	2024 Actual \$	2024 Budget \$	2023 Actual \$
OPERATING ACTIVITIES				
Revenue from operating activities				
General rates	25	5,092,488	5,047,928	4,765,753
Rates excluding general rates	25	57,667	56,000	54,580
Grants, subsidies and contributions		4,167,459	918,769	4,068,237
Fees and charges		1,301,675	1,321,561	1,312,661
Interest revenue		290,784	177,500	187,546
Other revenue		592,563	0	1,753,869
Profit on asset disposals		24,456	59,000	173,241
Fair value adjustments to financial assets at fair value through profit or loss	4(b)	1,322	0	0
		<u>11,528,414</u>	<u>7,580,758</u>	<u>12,315,887</u>
Expenditure from operating activities				
Employee costs		(4,725,952)	(4,394,780)	(4,069,191)
Materials and contracts		(3,596,418)	(2,839,575)	(3,706,224)
Utility charges		(397,918)	(363,900)	(377,999)
Depreciation		(2,636,502)	(2,557,550)	(2,560,707)
Finance costs		(30,182)	(30,725)	(64,573)
Insurance		(244,114)	(249,990)	(223,935)
Other expenditure		(666,954)	(642,469)	(629,010)
Loss on asset disposals		0	0	(1,799)
		<u>(12,298,040)</u>	<u>(11,078,989)</u>	<u>(11,633,438)</u>
Non cash amounts excluded from operating activities	26(a)	2,677,312	2,498,550	2,881,996
Amount attributable to operating activities		<u>1,907,686</u>	<u>(999,681)</u>	<u>3,564,445</u>
INVESTING ACTIVITIES				
Inflows from investing activities				
Capital grants, subsidies and contributions		4,484,187	1,312,387	1,467,803
Proceeds from disposal of assets		75,000	155,000	265,253
Proceeds from financial assets at amortised cost - self supporting loans	27(a)	17,000	17,005	271,188
		<u>4,576,187</u>	<u>1,484,392</u>	<u>2,004,244</u>
Outflows from investing activities				
Purchase of property, plant and equipment	8(a)	(1,043,949)	(852,750)	(1,424,738)
Purchase and construction of infrastructure	9(a)	(4,207,730)	(2,736,610)	(3,393,903)
		<u>(5,251,679)</u>	<u>(3,589,360)</u>	<u>(4,818,641)</u>
Amount attributable to investing activities		<u>(675,492)</u>	<u>(2,104,968)</u>	<u>(2,814,397)</u>
FINANCING ACTIVITIES				
Inflows from financing activities				
Proceeds from borrowings	27(a)	0	250,000	0
Transfers from reserve accounts	28	120,000	0	360,335
		<u>120,000</u>	<u>250,000</u>	<u>360,335</u>
Outflows from financing activities				
Repayment of borrowings	27(a)	(138,608)	(138,610)	(436,367)
Transfers to reserve accounts	28	(1,153,333)	(101,650)	(30,953)
		<u>(1,291,941)</u>	<u>(240,260)</u>	<u>(467,320)</u>
Amount attributable to financing activities		<u>(1,171,941)</u>	<u>9,740</u>	<u>(106,985)</u>
MOVEMENT IN SURPLUS OR DEFICIT				
Surplus or deficit at the start of the financial year	26(b)	3,032,626	3,094,909	2,389,563
Amount attributable to operating activities		1,907,686	(999,681)	3,564,445
Amount attributable to investing activities		(675,492)	(2,104,968)	(2,814,397)
Amount attributable to financing activities		(1,171,941)	9,740	(106,985)
Surplus or deficit after imposition of general rates	26(b)	<u>3,092,879</u>	<u>0</u>	<u>3,032,626</u>

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

**SHIRE OF NORTHAMPTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2024**

1. BASIS OF PREPARATION

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

Local Government Act 1995 requirements

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

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

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

The *Local Government (Financial Management) Regulations 1996* provide that:

- land and buildings classified as property, plant and equipment; or
- infrastructure; or
- vested improvements that the local government controls; and measured at reportable value, are only required to be revalued every five years. Revaluing these non-financial assets every five years is a departure from AASB 116 *Property, Plant and Equipment*, which would have required the Shire to assess at each reporting date whether the carrying amount of the above mentioned non-financial assets materially differs from their fair value and, if so, revalue the class of non-financial assets.

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

Critical accounting estimates and judgements

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

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

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

- Fair value measurement of assets carried at reportable value including:
 - Property, plant and equipment - note 8
 - Infrastructure - note 9
 - Expected credit losses on financial assets - note 5
 - Assets held for sale - note 7
 - Measurement of employee benefits - note 15
 - Measurement of provisions - note 16

Fair value hierarchy information can be found in note 24

The local government reporting entity

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

All monies held in the Trust Fund are excluded from the financial statements. A separate statement of those monies appears at Note 0 of the financial report.

Initial application of accounting standards

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

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

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

New accounting standards for application in future years

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

- AASB 2014-10 *Amendments to Australian Accounting Standards - Sale or Contribution of Assets between an Investor and its Associate or Joint Venture*
 - AASB 2020-1 *Amendments to Australian Accounting Standards - Classification of Liabilities as Current or Non-Current*
 - AASB 2021-7c *Amendments to Australian Accounting Standards - Effective Date of Amendments to AASB 10 and AASB 128 and Editorial Corrections [deferred AASB 10 and AASB 128 amendments in AASB 2014-10 apply]*
 - AASB 2022-5 *Amendments to Australian Accounting Standards - Lease Liability in a Sale and Leaseback*
 - AASB 2022-6 *Amendments to Australian Accounting Standards - Non-current Liabilities with Covenants*
- These amendments are not expected to have any material impact on the financial report on initial application.
- AASB 2022-10 *Amendments to Australian Accounting Standards - Fair Value Measurement of Non-Financial Assets of Not-for-Profit Public Sector Entities*

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

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

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

- *Supplier Finance Arrangements*

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

**SHIRE OF NORTHAMPTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2024**

2. REVENUE AND EXPENSES (Continued)

(a) Revenue (Continued)

Note	2024 Actual \$	2023 Actual \$
Interest revenue		
Interest on reserve account	47,049	25,953
Trade and other receivables overdue interest	211,753	135,718
Other interest revenue	31,982	25,875
	<u>290,784</u>	<u>187,546</u>

The 2024 original budget estimate in relation to:
Trade and other receivables overdue interest was \$0.

The 2024 original budget estimate in relation to:
Charges on instalment plan was \$16,000.

(b) Expenses

Auditors remuneration		
- Audit of the Annual Financial Report	36,590	38,000
- Other services – grant acquittals	4,500	2,350
	<u>41,090</u>	<u>40,350</u>
Employee Costs		
Employee benefit costs	4,725,952	4,069,191
	<u>4,725,952</u>	<u>4,069,191</u>
Finance costs		
Interest and financial charges paid/payable for lease liabilities and financial liabilities not at fair value through profit or loss	30,182	64,573
	<u>30,182</u>	<u>64,573</u>
Other expenditure		
Sundry expenses	666,954	629,010
	<u>666,954</u>	<u>629,010</u>

**SHIRE OF NORTHAMPTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2024**

5. TRADE AND OTHER RECEIVABLES

	Note	2024	2023
		\$	\$
Current			
Rates and statutory receivables		221,079	170,852
Trade receivables		360,027	328,839
GST receivable		0	76,644
Other receivables - Rubbish		41,119	35,440
Emergency Services Levy		62,639	55,158
		<u>684,864</u>	<u>666,933</u>
Non-current			
Pensioner's Rates		84,959	84,959
		<u>84,959</u>	<u>84,959</u>

Disclosure of opening and closing balances related to contracts with customers

Information about receivables from contracts with customers along with financial assets and associated liabilities arising from transfers to enable the acquisition or construction of recognisable non financial assets is:

	Note	30 June 2024 Actual	30 June 2023 Actual	1 July 2022 Actual
		\$	\$	\$
Contract assets	7	98,060	0	0
Total trade and other receivables from contracts with customers		<u>98,060</u>	<u>0</u>	<u>0</u>

MATERIAL ACCOUNTING POLICIES

Rates and statutory receivables

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

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

Trade receivables

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

Other receivables

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

Measurement

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

Classification and subsequent measurement

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

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

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

**SHIRE OF NORTHAMPTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2024**

7. OTHER ASSETS

	2024	2023
	\$	\$
Other assets - current		
Accrued income	4,328	0
Contract assets	98,060	0
	102,388	0
Non-current assets held for sale		
Land	0	180,000
	0	180,000

Land classified as held for sale

The three parcels of land have been recognised under Inventories (Note 6) in 2024, as the sale of land is no longer highly probable as at 30 June 2024.

Contract assets

The Shire's contract assets represent work completed, which have not been invoiced at year end. This is due to the Shire not having met all the performance obligations in the contract which give an unconditional right to receive consideration. The Shire applies the simplified approach to measure expected credit losses which uses a lifetime expected loss allowance for all contract assets. To measure the expected credit losses, contract assets have been grouped based on shared credit risk characteristics and the days past due. Contract assets have substantially the same risk characteristics as the trade receivables for the same type of contracts. The Shire has therefore concluded that the expected loss rates for trade receivables are a reasonable approximation of the loss rates for the contract assets.

MATERIAL ACCOUNTING POLICIES

Other current assets

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

Non-current assets held for sale

Assets are classified as held for sale where the carrying amount will be recovered through a sale rather than continuing use and the asset is available for immediate sale with a sale being highly probable.

Non-current assets held for sale (Continued)

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

The fair value of land and buildings was determined using the sales comparison approach using comparable properties in the area. This is a level 2 measurement as per the fair value hierarchy set out in Note 24(i).

**SHIRE OF NORTHAMPTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2024**

8. PROPERTY, PLANT AND EQUIPMENT (Continued)

(b) Carrying Amount Measurements

Asset Class	Fair Value Hierarchy	Valuation Technique	Basis of Valuation	Date of Last Valuation	Inputs Used
(i) Fair Value - as determined at the last valuation date					
Land and buildings					
Land	2/3	Market approach using recent observable market data for similar properties	Independent registered valuers	June 2022	Price per hectare/ market borrowing rate
Buildings	2/3	Market approach using recent observable market data for similar properties	Independent registered valuers	June 2022	Replacement cost, residual value, short life/long life split, pattern of consumption and consumption score.
Level 3 inputs are based on assumptions with regards to future values and patterns of consumption utilising current information. If the basis of these assumptions were varied, they have the potential to result in a significantly higher or lower fair value measurement.					
During the period there were no changes in the valuation techniques used by the local government to determine the fair value of property, plant and equipment using either level 2 or level 3 inputs. The valuation techniques applied to property subject to lease was the same as that applied to property not subject to lease.					
(ii) Cost					
Furniture and equipment		Not applicable	Cost	Not applicable	Not applicable
Plant and equipment		Not applicable	Cost	Not applicable	Not applicable

**SHIRE OF NORTHAMPTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2024**

9. INFRASTRUCTURE (Continued)

(b) Carrying Amount Measurements

Asset Class	Fair Value Hierarchy	Valuation Technique	Basis of Valuation	Date of Last Valuation	Inputs Used
(i) Fair Value - as determined at the last valuation date					
Infrastructure - roads	3	All assets inspected with inventory and condition survey results applied to industry replacement costs unit rates.	Independent registered valuers	June 2023	Construction costs and current condition (Level 2), residual values and remaining useful life assessments (Level 3) inputs
Other infrastructure - Footpaths and Carparks	3	All assets inspected with inventory and condition survey results applied to industry replacement costs unit rates.	Independent registered valuers	June 2023	Construction costs and current condition (Level 2), residual values and remaining useful life assessments (Level 3) inputs
Other infrastructure - Drainage	3	All assets inspected with inventory and condition survey results applied to industry replacement costs unit rates.	Independent registered valuers	June 2023	Construction costs and current condition (Level 2), residual values and remaining useful life assessments (Level 3) inputs
Other infrastructure - Parks & Ovals	3	Recurring and non-recurring fair value measurements based on physical inspection of assets capturing asset age, type and condition.	Independent registered valuers	June 2023	Construction costs and current condition (Level 2), residual values and remaining useful life assessments (Level 3) inputs
Other infrastructure - Airport	3	Recurring and non-recurring fair value measurements based on physical inspection of assets capturing asset age, type and condition.	Independent registered valuers	June 2023	Construction costs and current condition (Level 2), residual values and remaining useful life assessments (Level 3) inputs
Other infrastructure - Water & Sewer Reticulation	3	Recurring and non-recurring fair value measurements based on physical inspection of assets capturing asset age, type and condition.	Independent registered valuers	June 2023	Construction costs and current condition (Level 2), residual values and remaining useful life assessments (Level 3) inputs
Other infrastructure - Waste Site Remediation	3	Recurring and non-recurring fair value measurements based on physical inspection of assets capturing asset age, type and condition.	Management Valuation	June 2023	Value reflects the future value of rehabilitation costs to remediate the waste sites.

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

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

**SHIRE OF NORTHAMPTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2024**

10. FIXED ASSETS (Continued)

MATERIAL ACCOUNTING POLICIES

Initial recognition

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

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

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

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

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

Measurement after recognition

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

Reportable Value

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

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

Revaluation

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

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

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

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

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

Depreciation

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

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

Depreciation on revaluation

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

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

Impairment

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

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

Gains or losses on disposal

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

**SHIRE OF NORTHAMPTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2024**

12. TRADE AND OTHER PAYABLES

	2024	2023
	\$	\$
Current		
Sundry creditors	813,527	1,439,252
Prepaid rates	91,836	97,868
Accrued payroll liabilities	131,795	111,244
Bonds and deposits held	462,408	149,787
Accrued expenditure	60,846	26,224
Accrued Interest on loans	5,467	5,988
	1,565,879	1,830,363

MATERIAL ACCOUNTING POLICIES

Financial liabilities

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

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

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

Trade and other payables

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

Prepaid rates

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

**SHIRE OF NORTHAMPTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2024**

14. BORROWINGS

	Note	2024			2023		
		Current	Non-current	Total	Current	Non-current	Total
Secured		\$	\$	\$	\$	\$	\$
Bank loans		150,463	656,946	807,409	138,610	807,407	946,017
Total secured borrowings	27(a)	150,463	656,946	807,409	138,610	807,407	946,017

Secured liabilities and assets pledged as security

Debentures, bank overdrafts and bank loans are secured by a floating charge over the assets of the Shire of Northampton.

MATERIAL ACCOUNTING POLICIES

Borrowing costs

The Shire has elected to recognise borrowing costs as an expense when incurred regardless of how the borrowings are applied.

Fair values of borrowings are not materially different to their carrying amounts, since the interest payable on those borrowings is either close to current market rates or the borrowings are of a short term nature. Borrowings fair values are based on discounted cash flows using a current borrowing rate. They are classified as level 3 fair values in the fair value hierarchy (see Note 24(i)) due to the unobservable inputs, including own credit risk.

Risk

Details of individual borrowings required by regulations are provided at Note 27(a).

**SHIRE OF NORTHAMPTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2024**

16. OTHER PROVISIONS

	Provision for waste site remediation	Total
	\$	\$
Opening balance at 1 July 2023		
Non-current provisions	1,506,164	1,506,164
	<u>1,506,164</u>	<u>1,506,164</u>
Unwinding of discount	32,883	32,883
Balance at 30 June 2024	<u>1,539,047</u>	<u>1,539,047</u>
Comprises		
Non-current	1,539,047	1,539,047
	<u>1,539,047</u>	<u>1,539,047</u>
Provision for remediation costs are split as follows	2024	2023
	\$	\$
Northampton Landfill Site	406,379	398,328
Kalbarri Landfill Site	751,207	734,401
Port Gregory Landfill Site	184,890	181,229
Binnu Landfill Site	196,571	192,205
	<u>1,539,047</u>	<u>1,506,164</u>

Other provisions

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

Make good provisions

Under the licence for the operation of the Shire's waste landfill site, the Shire has a legal obligation to restore the site.

The estimated future obligations include the costs of restoring the affected areas and continued monitoring of the site.

The provision for future remediation costs is the best estimate of the present value of the expenditure required to settle the remediation obligation at the reporting date. Future remediation costs are reviewed annually and any changes in the estimate are reflected in the present value of the remediation provision at each reporting date.

MATERIAL ACCOUNTING POLICIES

Provisions

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

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

**SHIRE OF NORTHAMPTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2024**

18. RESTRICTIONS OVER FINANCIAL ASSETS

	Note	2024 Actual \$	2023 Actual \$
The following classes of financial assets have restrictions imposed by regulations or other externally imposed requirements which limit or direct the purpose for which the resources may be used:			
- Cash and cash equivalents	3	3,245,496	823,008
		<u>3,245,496</u>	<u>823,008</u>
The restricted financial assets are a result of the following specific purposes to which the assets may be used:			
Restricted reserve accounts	28	1,686,554	653,221
Contract liabilities	13	508,698	20,000
Capital grant liabilities	13	587,836	0
Bonds and deposits held	12	462,408	149,787
Total restricted financial assets		<u>3,245,496</u>	<u>823,008</u>

**19. UNDRAWN BORROWING FACILITIES AND CREDIT
STANDBY ARRANGEMENTS**

Bank overdraft limit			
Bank overdraft at balance date			
Credit card limit		40,000	20,000
Credit card balance at balance date		(4,537)	(3,051)
Total amount of credit unused		<u>35,463</u>	<u>16,949</u>
Loan facilities			
Loan facilities - current		150,463	138,610
Loan facilities - non-current		656,946	807,407
Total facilities in use at balance date		<u>807,409</u>	<u>946,017</u>
Unused loan facilities at balance date		0	0

**SHIRE OF NORTHAMPTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2024**

22. RELATED PARTY TRANSACTIONS

(a) Elected Member Remuneration

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

Note	2024 Actual	2024 Budget	2023 Actual
	\$	\$	\$
President's annual allowance	15,000	15,000	15,000
President's meeting attendance fees	6,500	6,000	7,000
President's ICT expenses	500	500	500
President's travel and accommodation expenses	1,700	1,000	1,099
	23,700	22,500	23,599
Deputy President's annual allowance	4,000	4,000	4,000
Deputy President's meeting attendance fees	3,250	3,500	5,400
Deputy President's ICT expenses	500	500	500
Deputy President's travel and accommodation expenses	3,264	1,000	614
	11,014	9,000	10,514
All other council member's meeting attendance fees	16,400	23,000	20,950
All other council member's ICT expenses	3,000	0	3,000
All other council member's travel and accommodation expenses	5,095	8,000	3,474
	24,495	31,000	27,424
22(b)	59,209	62,500	61,537

(b) Key Management Personnel (KMP) Compensation

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

Short-term employee benefits	663,980	426,986
Post-employment benefits	76,199	61,043
Employee - other long-term benefits	67,471	34,715
Employee - termination benefits	84,545	97,012
Council member costs	59,209	61,537
22(a)	951,404	681,293

Short-term employee benefits

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

Post-employment benefits

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

Other long-term benefits

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

Termination benefits

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

Council member costs

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

**SHIRE OF NORTHAMPTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2024**

23. EVENTS OCCURRING AFTER THE END OF THE REPORTING PERIOD

The Shire did not have any events occurring after the reporting date that have a significant effect on the financial statements.

**SHIRE OF NORTHAMPTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2024**

25. RATING INFORMATION

(a) General Rates

RATE TYPE Rate Description	Basis of valuation	Rate in \$	Number of Properties	2023/24 Actual Value*	2023/24 Actual Rate	2023/24 Actual Interim Rates	2023/24 Budget Revenue	2023/24 Budget Interim Rate	2023/24 Budget Total Revenue	2022/23 Actual Total Revenue
General GRV	Gross rental valuation	0.086903	1,435	20,215,414	1,756,780	46,381	1,756,773	0	1,756,773	1,628,624
General UV	Unimproved valuation	0.008487	432	298,439,920	2,532,860	(964)	2,532,860	0	2,532,860	2,401,109
Total general rates			1,867	318,655,334	4,289,640	45,417	4,289,633	0	4,289,633	4,029,733
Minimum Payment										
General GRV	Gross rental valuation	615	1,161	5,325,590	714,015	0	714,015	0	714,015	700,060
General UV	Unimproved valuation	615	72	1,655,142	44,280	0	44,280	0	44,280	35,960
Total minimum payments			1,233	6,980,732	758,295	0	758,295	0	758,295	736,020
Total general rates and minimum payments			3,100	325,636,066	5,047,935	45,417	5,047,928	0	5,047,928	4,765,753
Specified Area Rates										
Port Gregory Water Supply		0.045713		566,762	26,000	432	26,432	0	26,432	23,286
Kalbarri Tourism Rate		0.001785		16,605,309	30,089	1,146	31,235	0	30,000	31,294
Total amount raised from rates (excluding general rates)			0	17,374,071	56,089	1,578	57,667	0	56,000	54,580
Less rates written off							(864)		0	0
Total Rates							5,150,155		5,103,928	4,820,333
Rate instalment interest									10,000	9,929
Rate overdue interest									16,000	15,945

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

*Rateable Value at time of raising of rate.

**SHIRE OF NORTHAMPTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2024**

27. BORROWING AND LEASE LIABILITIES

(a) Borrowings

Purpose	Note	Actual					Budget				
		Principal		New Loans		Principal at 30 June 2024	Principal		New Loans		Principal at 30 June 2024
		1 July 2022	During 2022-23	During 2022-23	During 2023-24		Repayments During 2022-23	Repayments During 2023-24	During 2023-24	During 2023-24	
		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Staff Housing		117,155	0	(37,792)	79,363	40,324	0	(39,039)	0	(39,039)	40,325
RSL Hall Development		360,605	0	(48,403)	312,202	262,796	0	(49,405)	0	(49,405)	262,798
Plant Purchases		46,346	0	(46,346)	0	0	0	0	0	0	0
Plant Purchases		276,264	0	(32,638)	243,626	210,463	0	(33,163)	0	(33,162)	210,464
Plant Purchases		0	0	0	0	0	0	0	0	0	0
Total		800,370	0	(165,179)	635,191	513,583	0	(121,608)	250,000	(121,605)	763,587
Self Supporting Loans											
Pioneer Lodge		327,177	0	(16,353)	310,824	293,826	0	(16,998)	0	(17,005)	293,819
Staff Housing		254,837	0	(254,835)	2	0	0	(2)	0	0	0
Total Self Supporting Loans		582,014	0	(271,188)	310,826	293,826	0	(17,000)	0	(17,005)	293,819
Total Borrowings	14	1,382,384	0	(436,367)	946,017	807,409	0	(138,608)	250,000	(138,610)	1,057,406

Self supporting loans are financed by payments from third parties. These are shown in Note 4 as other financial assets at amortised cost.
All other loan repayments were financed by general purpose revenue.

Borrowing Finance Cost Payments		Loan Number	Institution	Interest Rate	Date final payment is due	Actual for year ending 30 June 2024		Budget for year ending 30 June 2024	
Purpose						Actual for year ending 30 June 2023		Budget for year ending 30 June 2023	
Staff Housing		154	WATC*	3.27%	29/05/2025	(4,233)		(4,233)	
RSL Hall Development		156	WATC*	2.06%	12/06/2029	(9,552)		(9,552)	
Plant Purchases		153	WATC*	4.02%	18/01/2023	(762)		(762)	
Plant Purchases		157	WATC*	1.60%	16/04/2030	(6,012)		(6,012)	
Total						(20,559)		(20,559)	
Self Supporting Loans Finance Cost Payments									
Pioneer Lodge		155	WATC*	3.95%	16/02/2037	(14,740)		(14,740)	
Staff Housing		152	NAB	6.73%	Completed	(29,274)		(29,274)	
Total Self Supporting Loans Finance Cost Payments						(44,014)		(44,014)	
Total Finance Cost Payments						(64,573)		(64,573)	

* WA Treasury Corporation

**SHIRE OF NORTHAMPTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2024**

28. RESERVE ACCOUNTS

Restricted by council																		
(a) Leave reserve	92,585	292,614	0	385,199	0	92,585	10,000	0	102,585	236,560	11,360	(155,335)	92,585					
(b) Roadworks Reserve	31,986	3,823	0	35,809	0	31,986	1,500	0	33,486	29,456	2,530	0	31,986					
(c) Kalbarri Airport Reserve	1,045	1,237	0	2,282	0	1,045	500	0	1,545	205,535	510	(205,000)	1,045					
(d) Building/Housing Reserve	117,240	4,215	0	121,455	0	117,240	1,500	0	118,740	114,710	2,530	0	117,240					
(e) Computer Office Equipment Reserve	35,136	2,636	0	37,772	0	35,136	1,000	0	36,136	33,861	1,275	0	35,136					
(f) Strategic Opportunities Reserve	368,254	557,703	(120,000)	805,957	0	368,255	7,500	0	375,755	355,506	12,748	0	368,254					
(g) Kalbarri Specified Area Rate Reserve	6,975	0	0	6,975	0	6,975	0	0	6,975	6,975	0	0	6,975					
(h) Health Services Reserve	0	80,017	0	80,017	0	0	79,650	0	79,650	0	0	0	0					
(i) Waste Management Reserve	0	211,088	0	211,088	0	0	0	0	0	0	0	0	0					
	653,221	1,153,333	(120,000)	1,686,554	0	653,222	101,650	0	754,872	982,603	30,953	(360,335)	653,221					

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

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

Name of reserve account	Purpose of the reserve account
Restricted by council	
(a) Leave reserve	To be used to fund annual and long service leave requirements
(b) Roadworks Reserve	To be used to fund major reseals of bitumen roads and other major road construction works including footpath construction
(c) Kalbarri Airport Reserve	To be used for the maintenance and construction of the Kalbarri Airport
(d) Building/Housing Reserve	To be used for the construction of new housing and upgrades to buildings under Council control
(e) Computer Office Equipment Reserve	To be used to for the purchase and upgrade of office equipment and computers
(f) Strategic Opportunities Reserve	To be used for progressing strategic initiatives including land development
(g) Kalbarri Specified Area Rate Reserve	To be used for Kalbarri Tourism advertising
(h) Health Services Reserve	To be used for the provision of future health services
(i) Waste Management Reserve	To be used for the future maintenance and remediation works at waste management facilities.



**SHIRE OF NORTHAMPTON
MINUTES**

**Audit and Risk Management Advisory Committee held in the Council Chambers,
Northampton
9 December 2024**

1. DECLARATION OF OPENING OF MEETING BY THE CHAIRPERSON

Cr Roslyn Suckling declared the meeting open at 1.35am

2. ACKNOWLEDGEMENT OF COUNTRY

We would like to respectfully acknowledge the Yamatji People who are the Traditional Owners and First People of the land on which we meet. We would like to pay our respects to the Elders past, present and future for they hold the memories, the traditions, the culture and hopes of the Yamatji People.

3. ATTENDANCE / APOLOGIES

Members

Cr Roslyn Suckling
Cr Liz Sudlow – Shire President
Cr Richard Burges
Cr Tim Hay

Apologies

Nil.

Observers

Mr Andrew Campbell (CEO)
Mrs Leanne Rowe (Manager Financial Services)

4. DECLARATIONS OF FINANCIAL INTERESTS

Nil.

5. CONFIRMATION OF MINUTES OF MEETING HELD 21 NOVEMBER 2024

Moved: Cr Sudlow

Seconded Cr Burges

“That the minutes of the Audit and Risk Management Advisory Committee held on 21 November 2024 be received as a true and correct record.”

Carried 4-0

**For: Cr’s Suckling, Sudlow, Burges, and Hay.
Against: Nil**

Minutes – Audit and Risk Advisory Committee - 9 December 2024
Members: Councillors Sudlow, R.Suckling, Burges and Hay

6. REVIEW OF FINDINGS OF 2023/24 ANNUAL FINANCIAL REPORT

The Committee considered the 2023/24 Annual Financial Report following on from the Audit Exit meeting held with the Office of Auditor General and the Shire's auditors, AMD. Four recommendations were made:

Moved: Cr Sudlow

Seconded Cr Hay

“That the 2023/24 Annual Financial Report is recommended to Council for adoption.”

Carried 4-0

For: Cr's Suckling, Sudlow, Burges, and Hay.

Against: Nil

Moved: Cr Sudlow

Seconded Cr Hay

“That the 2024/25 carry forward budget deficit arising from the finalisation of the 2023/24 Annual Financial Report is corrected through the following budget amendment:

2024/25 Budget	Current	Proposed	
Strategic Opportunities Reserve	(\$694,957)	(\$377,149)	(\$317,808)
Carry Forward Surplus	\$1,708,870	\$1,391,062	\$317,808
		Net impact	\$0

Carried 4-0

For: Cr's Suckling, Sudlow, Burges, and Hay.

Against: Nil

Moved: Cr R.Suckling

Seconded Cr Burges

“The Audit and Risk Management Advisory Committee recommend that Council adopt the depreciation rates noted on page 20, note 10 of the 2023/24 Annual Financial Report to align with the infrastructure valuation completed by AssetVal on 30 June 2023.”

Carried 4-0

For: Cr's Suckling, Sudlow, Burges, and Hay.

Against: Nil

Moved: Cr Sudlow

Seconded Cr Burges

“The Audit and Risk Management Advisory Committee accept the 2023/24 final Management Report as written.”

Carried 4-0

For: Cr’s Suckling, Sudlow, Burges, and Hay.

Against: Nil

7. CHIEF EXECUTIVE OFFICER PRIORITY RISK REPORT

The following items of risk were raised and discussed by the CEO:

1. The current status of Legal Documents and steps being put in place to rationalise and correct issues; and
2. The approach to the significant rainfall event that has damaged Shire of Northampton road and drainage infrastructure including the appointment of consultants GHD, damage assessment, and navigating the DRFAWA processes.

8. DATE FOR NEXT MEETING

To be advised.

9. CLOSURE

There being no further business the Chairperson closed the meeting at 2.18pm.



Administration Policy
3.1
Property Leasing

Purpose

To ensure a consistent and transparent approach is applied to setting lease terms, lease fees and maintenance responsibilities to all Shire of Northampton land and building leases.

Background and Issues

The Shire of Northampton leases land and buildings to various community groups, clubs and recreational bodies and commercial enterprises.

Objectives

To provide a consistent approach to setting lease terms, lease fees and maintenance responsibilities.

Area of Application

This policy applies to all Shire of Northampton land and building leases, excluding residential tenancy agreements.

Policy Measures

1. Council approval is required for each new lease, the lease agreement is then finalised with standard lease conditions to the satisfaction of the Chief Executive Officer. Lessee requests to exercise renewal options included in the lease do not require further Council approval.
2. Lease preparation fees are to be met by the Lessee, either in accordance with the annual fees and charges adopted by Council and/or the recouping of outgoing expenses. Leases bound by the *Commercial Tenancy (Retail Shops) Agreements Act 1985* are an exception and will not be charged lease preparation fees in accordance with section 14(b) of the Act.
3. Lessees may elect for the lease to be registered on the land title at their expense.
4. Terms and conditions for Commercial leases are to be negotiated on a case by case basis taking into consideration:
 - a) current market conditions;
 - b) existing condition of the property;
 - c) Shire outgoing expenses;
 - d) annual lease fee to be set by Council based on a market value established by the Valuer General's Office;
 - e) annual lease fee to be reviewed annually with Consumer Price Index (CPI) adjustments and at the end of each term by a market valuation; and
 - f) minimum five year lease term where the *Commercial Tenancy (Retail Shops) Agreements Act 1985* applies.

**Administration Policy****3.1****Property Leasing**

5. Leases to government authorities and some service providers are to be negotiated on a case by case basis.
6. A licence to occupy may be considered as an alternate arrangement to a lease in certain situations for the non-exclusive use of land or buildings. A licence to occupy will generally follow the guidelines of this policy, assessed on a case by case basis.

7. Terms and conditions for leases to community organisations are to be in accordance with the following table, unless alternate terms and conditions are negotiated and approved by Council.

Leases to Community Associations

Building Tenure	Lease Fee	Lease Term	Lessee Responsibilities
Buildings and improvements owned by a community association on Shire managed land. Lessee's equity in and therefore responsibility for the building is acknowledged and the lease is for the land only.	\$10 per annum, payable on demand (equivalent to a peppercorn rental) for organisations with a minimal income earning capacity. \$100 per annum for organisations that have licensed premises with potential to earn income.	Five years, with a five year renewal option, for minor buildings and improvements. (Examples: community gardens and shipping containers for recreational storage.) Ten years, with a ten year renewal option, for buildings of significant type and function, such as recreational clubrooms. 20 years minimum for aged persons' accommodation to reflect the long-term residential use of the property.	Full responsibility for maintenance, insurance and all expenses related to buildings and improvements owned by the Lessee. Utility charges (rates/service charges, usage charges and all other expenses). Terms and conditions of the lease also apply to associated assets outside of the lease area.*



Administration Policy 3.1

Property Leasing

Buildings and improvements owned or managed by the Shire and leased to a community association.	\$10 per annum, payable on demand (equivalent to a peppercorn rental) for organisations with a minimal income earning capacity. \$200 per annum for organisations that have licensed premises with potential to earn income.	Five years, with a five year renewal option.	See following Maintenance Responsibilities Schedule. Minor variations to this schedule may occur, due to the nature of the lease and existing condition of the building, to the satisfaction of the Chief Executive Officer. Full responsibility for maintenance, insurance and all expenses related to assets and improvements owned by the Lessee. Terms and conditions of the lease also apply to associated assets outside of the lease area.*
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* Improvements/Assets outside of a lease area including, but not limited to, utility connections, plumbing, waste pipes, drains, septic systems, light poles, signage, football goal posts, football dugouts, oval lights, scoreboards, oval fencing and like improvements and assets.

Administration Policy
3.1
Property Leasing

Maintenance Responsibilities Schedule

Buildings owned or managed by the Shire and leased to community associations.

In accordance with the lease agreement, at their own expense the Lessee shall at all times:

1. maintain the premises in a good condition to the satisfaction of the Shire, including maintenance and repairs not attributable to fair wear and tear, unless specified in the table below;
2. not make alterations, additions or modifications to the premises without first seeking the consent of the Shire;
3. be responsible in part or whole as determined by the Shire for the costs of repairs or replacement required due to misuse, modifications by the Lessee, maintenance neglect or other negligence; and
4. advise the Shire promptly of all damage sustained to the premises.

The Shire will:

1. carry out structural maintenance and repairs to the building at the Shire's discretion in accordance with the annual budget adopted by Council;
2. conduct capital works and upgrades in accordance with the budget adopted by Council;
3. be responsible for building insurance, unless otherwise negotiated according to the use and lessee's potential to earn income; and
4. recoup expenses from the Lessee when applicable, relating to the Lessee responsibilities in the table below or damage due to misuse, negligence and modifications.

Definitions:

Maintenance: Routine upkeep of the building/assets and regular ongoing work necessary to retain operational status. eg: repairs to fittings, periodic painting.

Renewal/Refurbishment: Restore, rehabilitate, replace existing asset to its original capacity. Includes repairs required due to normal wear and tear, age, structural faults etc and replacement of assets at the end of expected life span.

Upgrade/Improvements: Enhance existing asset to provide higher levels of service.

Maintenance Item		Lessee Responsibility	Shire Responsibility
1	Appliances, fixtures and fittings (existing; eg: air conditioner and heating units)	<ul style="list-style-type: none"> • Maintenance in accordance with manufacturer's standards. • Clean and change filters as required. • Service and repair when required. 	<ul style="list-style-type: none"> • Renewal and upgrade as determined by Council.
2	Appliances, fixtures and fittings (Lessee installed)	<ul style="list-style-type: none"> • Full responsibility. • Shire approval required prior to installation. 	<ul style="list-style-type: none"> • No responsibility.

Administration Policy
3.1
Property Leasing

Maintenance Item		Lessee Responsibility	Shire Responsibility
3	Building External	<ul style="list-style-type: none"> • Keep in a clean and tidy state at all times. • Maintenance. 	<ul style="list-style-type: none"> • Renewal and upgrade as determined by Council.
4	Cleaning	<ul style="list-style-type: none"> • Keep all areas in a clean and hygienic state at all times, including walls, ceilings, windows, floors, fixtures and fittings. • Compliance with the Health Act and Health Local Law. 	<ul style="list-style-type: none"> • No responsibility.
5	Doors and security screens	<ul style="list-style-type: none"> • Maintenance. • Renewable due to foreseeable misuse. 	<ul style="list-style-type: none"> • Renewal and upgrade as determined by Council.
6	Doors (automatic)	<ul style="list-style-type: none"> • Servicing, twice per year by an approved person. • Maintenance. 	<ul style="list-style-type: none"> • Renewal and upgrade as determined by Council.
7	Electrical wiring and fittings	<ul style="list-style-type: none"> • Maintenance and renewal of all electrical fittings, such as power points, light switches, light fittings and globes. 	<ul style="list-style-type: none"> • Maintenance and renewal of building wiring from main supply to switchboard and to fittings.
8	Fire extinguishers and all fire equipment	<ul style="list-style-type: none"> • Annual costs associated with inspection, servicing, maintenance and refilling. 	<ul style="list-style-type: none"> • Arrange annual servicing to all fire equipment – recoup cost from Lessee. • Renewal and upgrade as determined by Council.
9	Floor surfaces and coverings	<ul style="list-style-type: none"> • Regular cleaning and maintenance in accordance with the requirements of the type of the surface/covering. • Carpets to be professionally cleaned when required. • In food premises the food handling areas are to comply with the Food Act and to meet the relevant Food Safety Standard. 	<ul style="list-style-type: none"> • Renewal and upgrade as determined by Council.
10	Food handling areas and equipment	<ul style="list-style-type: none"> • Maintenance. • Renewal due to misuse or neglect. • Compliance with legislation, including Food Act 2008, Food Regulations 2009, Food Standards Code and Health Local Law. • Benches, cupboards and other fittings must be cleaned and maintained in a sound working condition at all times. • Ovens, refrigerators, fans, hot water systems and other appliances and equipment to be cleaned and maintained in accordance with manufacturer standards and legislation. • Full responsibility for Lessee owned appliances, including compliance with legislation. • Shire approval required prior to installation of additional fittings, alterations and appliances. 	<ul style="list-style-type: none"> • Renewal and upgrade as determined by Council.
11	Gardens and Surrounds	<ul style="list-style-type: none"> • Mow grass, prune, weed, water and maintain gardens. • Maintenance of improvements, such as fences and footpaths. • Maintenance of reticulation where installed. • Shire approval required prior to removal of trees, planting new trees or new species. 	<ul style="list-style-type: none"> • Maintain trees to a safe standard. • Renewal and upgrade of improvements as determined by Council.

Administration Policy
3.1
Property Leasing

Maintenance Item		Lessee Responsibility	Shire Responsibility
12	Gutters and downpipes	<ul style="list-style-type: none"> • Clean as needed, minimum once per year. 	<ul style="list-style-type: none"> • Maintenance, renewal and upgrade as determined by Council.
13	Keys, Locks and Door Hardware	<ul style="list-style-type: none"> • Responsible for keys issued by Shire. • Maintenance of locks and hardware. • Cost of additional keys requested by Lessee. • Cost of replacement locks, keys and hardware due to loss or misuse. 	<ul style="list-style-type: none"> • Purchase and install all locks. • Renewal and upgrade as determined by Council. • Recoup costs from Lessee when applicable.
14	Painting	<ul style="list-style-type: none"> • Internal and External painting, minimum once during each 10 years or at end of lease. • Paint and colour to be approved by Shire. 	<ul style="list-style-type: none"> • No responsibility.
15	Pest Control	<ul style="list-style-type: none"> • All areas are to be kept in a clean and hygienic state, free from pests and vermin. • Termite inspections, annually unless otherwise agreed. Conducted by a licensed pest control operator with certification to be provided. • Treatment for termites when required. • Maintenance and renewal of assets attributable to neglect of pest control. 	<ul style="list-style-type: none"> • No responsibility. • Recoup costs from Lessee if inspection or treatment is arranged by Shire.
16	Plumbing and fixtures	<ul style="list-style-type: none"> • Maintenance, ensure all taps and water outlets are in good working order. • Renewal of minor fixtures and fittings, such as taps. • Shire approval required prior to installation of new plumbing and fixtures. 	<ul style="list-style-type: none"> • Renewal and upgrade as determined by Council.
17	Plumbing waste pipes and drains	<ul style="list-style-type: none"> • Clear and repair if blocked. • Maintenance and cleaning of grease traps. • Maintenance and renewal due to misuse. 	<ul style="list-style-type: none"> • Maintenance, renewal and upgrade as determined by Council.
18	Roof	<ul style="list-style-type: none"> • No responsibility except in the event of misuse or damage by the Lessee. 	<ul style="list-style-type: none"> • Maintenance, renewal and upgrade as determined by Council.
19	Septic Systems	<ul style="list-style-type: none"> • Septic system pump outs on a regular basis according to use. 	<ul style="list-style-type: none"> • Maintenance, renewal and upgrade as determined by Council.
20	Skylights	<ul style="list-style-type: none"> • No responsibility except in the event of misuse or damage. 	<ul style="list-style-type: none"> • Maintenance, renewal and upgrade as determined by Council.

Administration Policy
3.1
Property Leasing

Maintenance Item		Lessee Responsibility	Shire Responsibility
21	Utilities	<ul style="list-style-type: none"> • Connection, disconnection, rates/service charges, rental, usage charges, maintenance, service, testing and other expenses associated with water, electricity, gas and telephone services. 	<ul style="list-style-type: none"> • No responsibility. • Recoup utility expenses from Lessee when applicable.
22	Vandalism	<ul style="list-style-type: none"> • Removal and repair of minor vandalism; up to the value of \$300 per incident. • Minor vandalism to be removed within 48 hours of discovery. 	<ul style="list-style-type: none"> • Repairs required due to major vandalism not attributed to the actions of the Lessee or any agent or visitor of the Lessee, as determined per incident and above \$300. Recoup \$300 per incident from Lessee.
23	Walls and Ceilings	<ul style="list-style-type: none"> • Renewal if damaged due to misuse, negligence and unapproved modifications. 	<ul style="list-style-type: none"> • Maintenance, renewal and upgrade as determined by Council.
24	Windows/Glass	<ul style="list-style-type: none"> • Replace broken glass, except when broken as a result of vandalism and cost is greater than \$300. 	<ul style="list-style-type: none"> • Replace glass broken as a result of an act of vandalism, when the cost of repairs is greater than \$300. Recoup \$300 per incident from Lessee.
25	Window treatments, where fitted	<ul style="list-style-type: none"> • Maintenance. 	<ul style="list-style-type: none"> • Renewal and upgrade as determined by Council.

Administration

This policy will be administered by the Office of CEO.

Adoption and Date Due for Revision

ADOPTED 18 JULY 2024
REVIEWED N/A

NEXT DUE FOR REVIEW 18 JULY 2029

The Administration of this Policy is by Office of CEO.

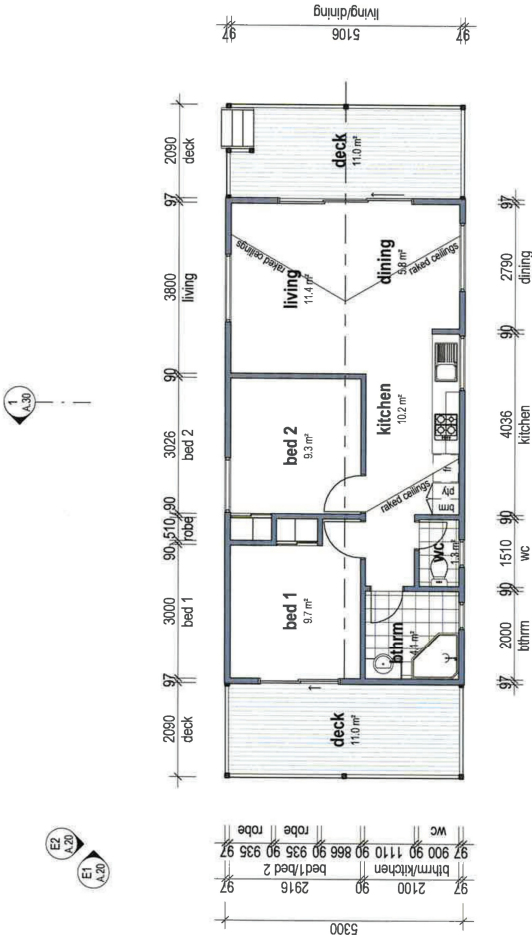
APPENDIX 1. SITE PLAN, BUILDING FLOOR PLANS AND ELEVATION PLANS



WINDOW SCHEDULE			
W.NO.	DESCRIPTION	OPENING HEIGHT	REMARKS
W3	1200H - 1500W	1260	1560
W4	1500H - 1200W	1560	1260
W5	600H - 600W	660	660
W6	1200H - 1500W	1260	1560
W7	1000H - 1200W	1060	1260
W8	450H - 600W	510	660
W30	600H - 600W	660	660

DOOR SCHEDULE			
D.NO.	DESCRIPTION	OPENING HEIGHT	REMARKS
D5	820		
D6	820		
D7	820		
D8	720		
D9		2163	3020
D10		2163	1820

NOTE:
- ALL DRAWINGS TO BE READ IN CONJUNCTION WITH RELEVANT SPECIFICATIONS AND CONSULTANT DRAWINGS.
- READ FIGURED DIMENSIONS IN PREFERENCE TO SCALE.
- CHECK ALL DIMENSIONS ON SITE PRIOR TO COMMENCEMENT AND REPORT ANY DISCREPANCIES TO OFFICE IMMEDIATELY.
- ALL TIMBER AS PER AUSTRALIAN STANDARD 1664



8 Keegan St, O'Connor WA, 6163
Ph: (08) 9333 5100
Fax: (08) 9333 5111

Client
JOHN LAYMAN

Address
JURIE BAY

Project
Q826

Drawing
FLOOR PLAN - PLAN 2 "THE HORROCKS"

Drawn
Q826

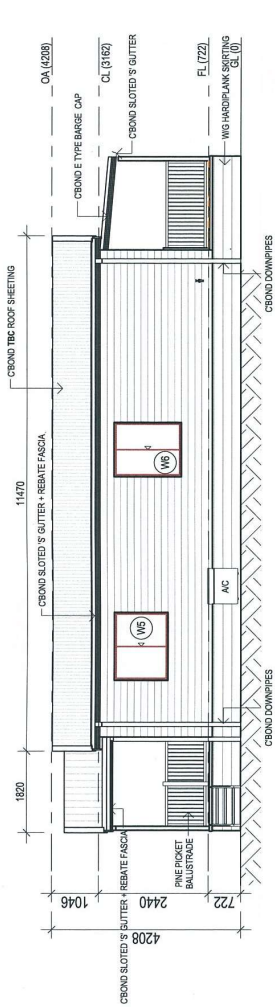
Checked
A.10

Date
16/02/2016 5:43:05 PM

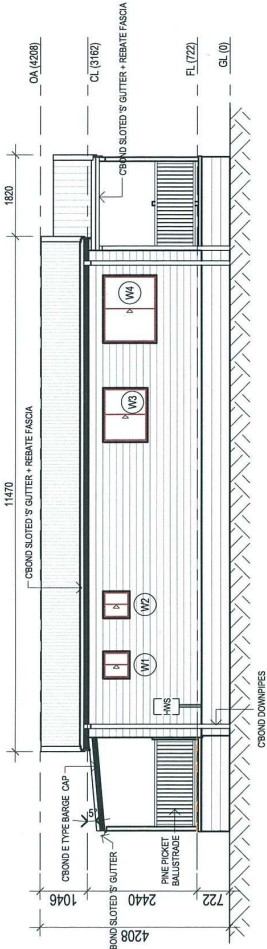
Rev.

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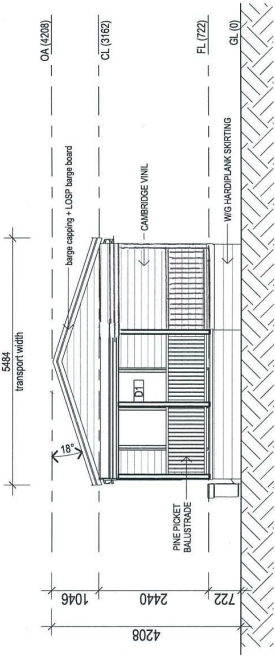
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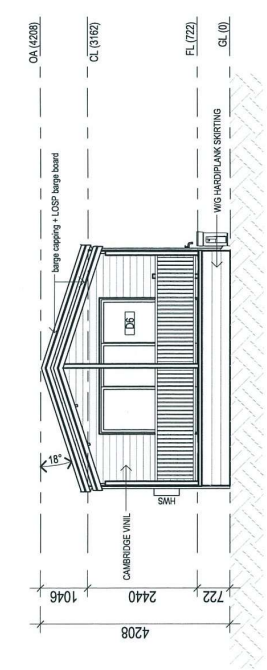
E2
A.10
1:100
ELEVATION E2



E4
A.10
1:100
ELEVATION E4

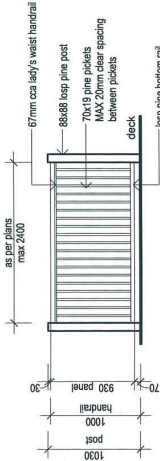


E1
A.10
1:100
ELEVATION E1



E3
A.10
1:100
ELEVATION E3

CLADDING:	CAMBRIDGE VINYL
ROOF SHEETING:	TBC
WINDOW COLOUR:	TBC
ROOF COLOUR:	TBC
GUTTERS:	CRONO S GUTTER
FASCIA COLOUR:	CRONO REBATE FASCIA
BARGE BOARD TYPE:	190 LOSP PRIMED PINE
BARGE COLOUR:	TBC
BARGE CAP COLOUR:	TBC
DOWNPIPES:	CRONO 100x50
PERIMETER SKIRTING:	WG HARDPLANK
SKIRTING COLOUR:	TBC
INTERNAL LINING:	10mm GYPROCK
FLOOR:	22mm AQUATITE
VINYL COLOUR:	TBC
CARPET COLOUR:	TBC



1
A.10
1:50
BALUSTRADE DETAIL

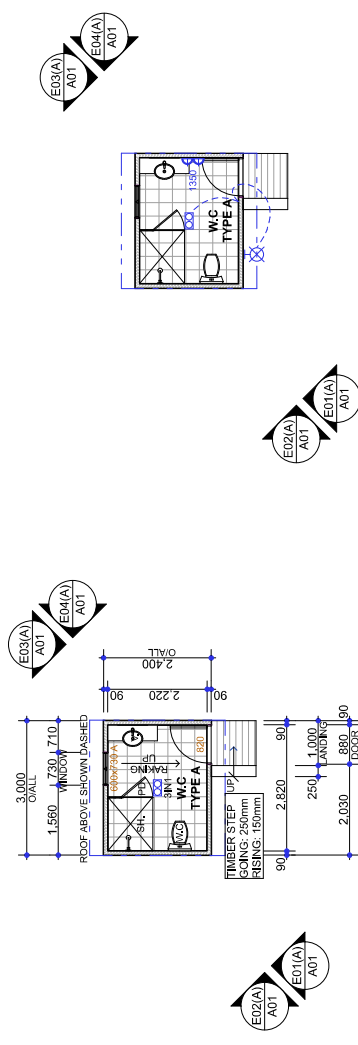
NOTE:
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- CHECK ALL DIMENSIONS ON SITE PRIOR TO COMMENCEMENT AND REPORT ANY DISCREPANCIES TO OFFICE IMMEDIATELY.
- ALL TIMBER AS PER AUSTRALIAN STANDARD 1884.



Client
JOHN LAYMAN
Address
HORROCKS

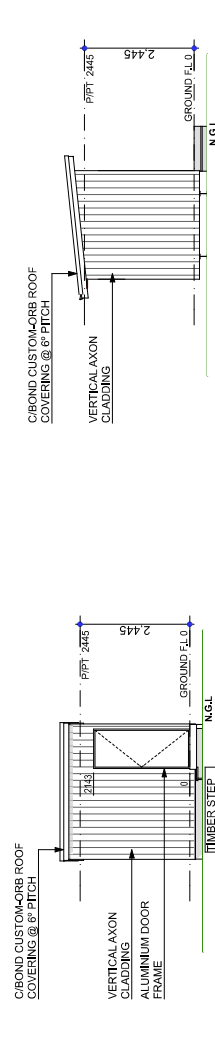
Project
THE HORROCKS
Drawing
ELEVATIONS - "THE HORROCKS"

Drawn	Checked	Scale	Date
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Project No.	Drawing No.	Rev.	
Q826	A.20	1	
File P:\KENT CORPORATION\PROJECTS\Q826 - John Layman, Jurien Bay\803 - Plans & Drawings\Q826 - LAYMAN PLAN 2 - THE HORROCKS.rvt			
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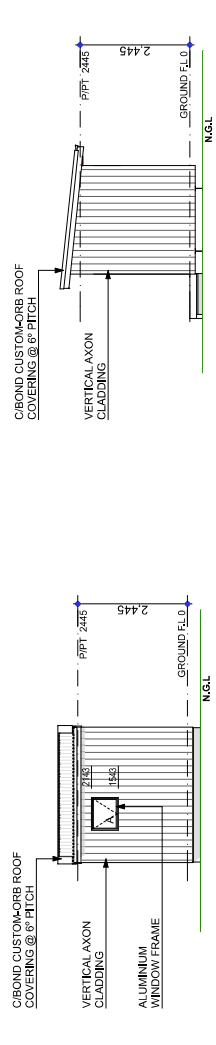
GROUND FLOOR PLAN (TYPE A)
Scale 1:100

ELECTRICAL GROUND FLOOR PLAN (TYPE A)
Scale 1:100



ELEVATION 01 - FRONT
Scale 1:100

ELEVATION 02 - LEFT
Scale 1:100



ELEVATION 03 - REAR
Scale 1:100

ELEVATION 04 - RIGHT
Scale 1:100

ELECTRICAL LEGEND

	CEILING LIGHT STANDARD
	RECESSED CEILING LIGHT • 240V
	WALL LIGHT • 240V
	WALL LIGHT • 12V
	FLURO • 20W DOUBLE
	FLURO • 40W DOUBLE
	TWO-WAY SWITCH
	THREE-WAY SWITCH
	DIMMER SWITCH
	SWITCH CABLE APPROXIMATE
	MOTION SENSOR
	SINGLE GPO • Noid Ht AFL
	DOUBLE GPO • Noid Ht AFL
	WATERPROOF GPO
	EXHAUST FAN ON CEILING
	EXHAUST FAN ON WALL
	2x FAN / LIGHT / HEAT
	4x FAN / LIGHT / HEAT
	SMOKE DETECTOR
	TV ANTENNA POINT
	PHONE POINT
	DATA POINT
	CEILING SWEEP FAN
	CEILING SWEEP FAN WITH LIGHT

GENERAL NOTES :

ELECTRICAL ITEMS :-
THESE ITEMS ARE FOR INFORMATION ONLY.
TO REFLECT GENERIC COMPONENTS.
OWNER MAY BE REQUIRED TO
CONFIRM ELECTRICAL LAYOUT TO
ELECTRICIAN FOR CORRECT SELECTIONS AND LOCATIONS.

TV POINTS :-
IN ROOF SPACE FOR FUTURE CONNECTION.
ANTENNA TO BE SUPPLIED AND FITTED
BY OWNER AFTER COMPLETION.

PHONE POINTS :-
BUILDER TO PROVIDE TELEPHONE POINTS
IN RELEVANT WALLS. CONNECT
TO TELSTRA AFTER COMPLETION.

MEASUREMENTS :-
ALL DIMENSIONS GIVEN TO THE
CENTRELINE OF THE ITEM.
MAKE NECESSARY ADJUSTMENTS
FOR IRREGULAR SHAPED ITEMS.

LOCATIONS :-
ITEM LOCATIONS MAY BE SUBJECT TO
RELOCATION TO SUIT LOCATION OF
FIXTURES OR OTHER ITEMS.
OWNER TO NOMINATE SPECIAL REWORKS
RELATING TO LOCATION OF FURNISHINGS.

DIAGRAMMATIC LAYOUT ONLY :-
ELECTRICAL LAYOUT IS DRAWN SUBJECT TO
AUSTRALIAN STANDARDS AND LOCATION OF
FIXTURES. THE LAYOUT IS NOT TO BE
TAKEN AS FINAL. THE LAYOUT MAY NOT
ELECTRICIAN TO FOLLOW MANUFACTURER'S
INSTALLATION INSTRUCTIONS AS APPLICABLE.

SMOKE ALARMS :-
SMOKE ALARMS TO BE INSTALLED TO COMPLY
WITH AS3786 - 1993 SMOKE ALARMS CONNECTED
TO A POWER SUPPLY OR BATTERY AND HAVE A
STAND BY POWER SUPPLY.

RANGEHOODS :-
RANGEHOODS TO BE INSTALLED TO
MANUFACTURER'S SPECIFICATIONS. ANY
EXTRACTION TO ROOF SPACE MUST BE DIRECTLY
DUCTED TO ROOF OR EXHAUST AIR THROUGH EITHER
WALL, CEILING OR ROOF.

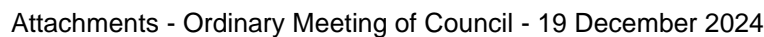
BATHROOM VENTILATION :-
BATHROOM VENTILATION SHALL
BE INSTALLED IN ACCORDANCE WITH
MANUFACTURER'S SPECIFICATIONS. DUCTING TO
BE DIRECTED TO OUTSIDE AIR THROUGH WALL,
CEILING OR ROOF.

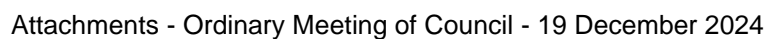
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CONCEPT BUILDING DESIGN.

Drawn: KH
Checked: RF
Date: 7/11/2017
Scale: AS SHOWN
Job No.: C-1683-17
Stage / Rev: DC-8

Client: CUBE MODULAR
Address: Lot XX (##XX) Smith Street,
Smithville

Issued For Comments: CLIENT
Issued To: Issued To







199 Hampton Road
PO Box 61
Northampton WA 6535

P 08 9934 1202
F 08 9934 1072
E council@northampton.wa.gov.au
W www.northampton.wa.gov.au

Our Ref: 10.5.1.3 – L101GLA /A4967/ OCR31914
Enquiries: Deb Carson – cdo@northampton.wa.gov.au

Halsall and Associates
PO Box 29
MARGARET RIVER WA 6285

Attention: Marc Halsall

Dear Marc

**AMENDMENT TO DEVELOPMENT APPROVAL – CARAVAN AND CHALET PARK
LOT 101 GLANCE STREET, HORROCKS**

The Shire of Northampton writes to advise that the request to amend a condition of D/A 2019-010 was considered at its 19 July 2019 Ordinary Meeting of Council at which it was resolved to support the request and amend Development Approval as per the attached Determination on Application for Development Approval D/A 2019-010. **Please note the amendment of Condition No. 27 as well as the inclusion of Advice Note 11.**

Please also be advised that the Shire of Northampton is in the process of preparing the legal agreements as per Condition No.'s 3 and 15, and will forward a copy of the agreement/s to the landowner for signing once finalised.

All of the conditions of the enclosed Development Approval are to be substantially complied with, to the satisfaction and requirements of the Shire prior to the commencement of use of the development. In this regard you should contact the Shire's Planning Officer at least 7 days prior to your intended date of commencement to arrange a final inspection.

PLEASE NOTE: This Development Approval **DOES NOT** constitute a building permit, for which a separate application must be made to the Shire. You must not commence development until you have also obtained a building permit, together with any additional approval which may be required from other government agencies under separate legislation. If your property is the subject of a strata/survey strata plan, you may also need to obtain approval from the other owners under the Strata Titles Act. It is your responsibility to obtain any additional approvals required before work can lawfully commence.

Please quote the above Reference in any future correspondence to Council on this matter, and if you have any queries or require any further information please do not hesitate to contact this office.

Yours sincerely

**DEBBIE CARSON
PLANNING OFFICER**

23 July 2019
Encl.

Northampton • Kalbarri • Horrocks • Port Gregory • Isseka • Binu • Ajana



-2-

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Northampton WA 6535

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E council@northampton.wa.gov.au
W www.northampton.wa.gov.au

D/A No: 2019-010 (amended)

DETERMINATION ON APPLICATION FOR DEVELOPMENT APPROVAL
Planning and Development Act 2005

Shire of Northampton Local Planning Scheme No. 10 - Northampton

Applicant:	Halsall & Associates		
Owner:	Shire of Northampton (Summerstar Pty Ltd ATF – lessee)		
Location/Lot:	101	No:	
Street:	Glance Street	Suburb/Locality:	Horrocks
Application date:	24 May 2018	Received on:	1 June 2018
Description of proposed development/use:	Caravan and Chalet Park		
Date of Determination:	15 March 2019 Ordinary Meeting and 19 July 2019 Ordinary Meeting (amendment)		

The application for development approval is APPROVED subject to the following conditions:

1. Development shall be in accordance with the attached approved plan(s) dated 15 March 2019 and subject to any modifications required as a consequence of any condition(s) of this approval. The endorsed plans shall not be modified or altered without the prior written approval of the Local Government;
2. Any additions to or change of use of any part of the building or land (not the subject of this approval) requires further application and development approval for that use/addition;
3. A legal agreement to be formed between Summerstar Pty Ltd and the Shire of Northampton to ensure that when reticulated sewer is directly available at the property that Summerstar Pty Ltd will, at their expense, connect the site to the reticulated sewerage system. This agreement is to be at the cost of Summerstar Pty Ltd and to the specifications of the Local Government;
4. All stormwater and drainage is to be disposed of to the specifications and approval of the local government. On application for a building permit a detailed design of stormwater collection and disposal system of developed areas is to be supplied to the local government;
5. The crossover to the caravan park, the internal access roads and car parking areas are to be paved/sealed, kerbed, line marked, drained and thereafter maintained to the satisfaction of the local government;
6. Detailed plans of the proposed cross over, road construction and parking areas is required to be submitted to the local government prior to commencing work onsite;

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-3-

7. Repair or reinstatement to the road pavement, road network, access way, kerbing, verge and dual use pathway to the requirements and approval of the local government;
8. Any soils disturbed or deposited on site shall be stabilised to the approval of the Local Government;
9. A Bushfire Management Plan and Emergency Evacuation Plan shall be prepared, and shall be to the further approval of the local government;
10. All loading and unloading to take place within the boundaries of the premises and undertaken in a manner so as to cause minimum interference with other vehicular traffic;
11. No additional signs are to be erected on the lot without the local government's approval;
12. Any lighting device is to be positioned and shielded as not to cause any direct, reflected or incidental light to encroach beyond the property boundaries or cause any glare nuisance to any nearby residents or passing motorists;
13. Rubbish storage areas are to be screened where they are visible from the street to the satisfaction of the local government;
14. The ablution and laundry facilities are required to comply with the specifications of the Caravan and Camping Regulations 1997 to the satisfaction of the local government;
15. Prior to commencement of the development/land use, the landowner/proponent shall enter into a legal agreement prepared by the local government's solicitors at the landowner/proponents cost with the local government, to ensure that the tourist accommodation shall only be used for short-stay accommodation purposes, with a maximum stay of 3 months occupancy per annum by any single tenant. The legal agreement shall charge the land and authorise the local government to lodge an absolute caveat to ensure that successors in title are likewise required to enter into a legal agreement in the same terms;
16. A materials and colour schedule being submitted at the time of application for a building permit with such colours and materials to be to the approval of the local government;
17. Fencing of perimeter boundaries, in particular fencing along the retained areas of the lease area, shall be visually permeable and to the requirements of the Building Code of Australia, and be to the approval of the local government;
18. The emergency accessway shall be appropriated gated and locked, and fenced to restrict vehicular and pedestrian access for the purpose of emergency access only, to the approval of the local government;
19. The Applicant shall provide an emergency accessway, to the west of the gated access, which is to be cleared, compacted and maintained so as to provide a 2WD access driveway from the western portion of Lot 101 to the park, to the approval of the local government;

-4-

20. The central recreation area is to remain unreticulated so as to reduce the impact of constant watering on the leach drains to be located within this area;
21. Vegetation species selected shall be in accordance with the attached approved plans dated 15 March 2019, with landscaping trees to not exceed 6 metres in height and to be limited in number as feature trees, and for the majority of the planted trees to be restricted to 2 to 3 metres in height, so as not to inhibit views of dwellings to the east;
22. With regard to Condition No. 21, the lessee shall be wholly responsible to ensure compliance with this condition, and any and all costs associated with that compliance will be borne by the lessee with no costs to be incurred by the Shire of Northampton;
23. The cost to relocate services (i.e water, communication or electrical services) that are required for the development to be undertaken, shall be born by the lessee, with no costs to be incurred by the Shire of Northampton;
24. The driveway shall be reduced in width so as to eliminate one check-in bay, as marked in RED on the attached approved plans dated 15 March 2019, and any further changes to this driveway access shall be to the further approval of the Shire of Northampton;
25. A ramp that meets the Australian Standards for Disabled Access, shall be provided to Chalet 6, and shall be to the approval of the local government;
26. The clothes drying area associated with the laundry amenity shall be screened where it is visible from view from the street, to the satisfaction of the local government; and
27. The approval of the 'Caravan Park and Camping Grounds' component is subject to the approval of a Scheme Amendment to Local Planning Scheme No. 10 to permit the 'Caravan Park' use within the 'Town Centre' zone. Should a Scheme Amendment for this purpose not be supported by the Western Australian Planning Commission, the local government will require a new development application to be lodged that addresses any new development or uses of the site. **(amended)**

Advice Notes

- Note 1. With regard to Condition No. 17, the Applicant and lessee are advised that liaison with the Shire of Northampton's Building Surveyor, or other delegated person, is required to ensure compliance with the Building Code of Australia.*
- Note 2. With regard to Condition No. 18, should the Applicant wish to connect to the existing internal road network (Fourth Avenue) of the adjacent Strata area for the emergency access, then the Applicant is advised that they will need to liaise with, and gain approval from, the Strata's Corporate Body, with any agreements negotiated to also be to the approval of the local government.*

-5-

- Note 3. The proponent is advised that the proposed development is also required to provide a slop hopper/cleaner's sink within the laundry facility as per the requirements of the Caravan Park and Camping Grounds Regulations 1997.
- Note 4. The Applicant and developer are advised that onsite dust management must be undertaken in accordance with the Environmental Protection Act 1986.
- Note 5. The Applicant is advised to Dial-Before-You-Dig, as there is likely to be existing underground services within the development area. A copy of advice received from Telstra has also been received and forwarded for the Applicant's further information.
- Note 6. The Applicant is advised that they are required to maintain compliance at all times with relevant legislation and regulations including, but not limited to, the Caravan Parks and Camping Ground Regulations 1997.
- Note 7. The Applicant and lessee are advised that they must liaise with the Shire of Northampton to achieve an appropriate stormwater solution for the stormwater outlet present along Mitchell Street.
- Note 8. If the development/use the subject of this approval is not substantially commenced within a period of 2 years, or another period specified in the approval after the date of determination, the approval will lapse and be of no further effect.
- Note 9. Where an approval has so lapsed, no development must be carried out without the further approval of the local government having first been sought and obtained.
- Note 10. If an applicant or owner is aggrieved by this determination there is a right of review by the State Administrative Tribunal in accordance with the Planning and Development Act 2005 Part 14. An application must be made within 28 days of determination.
- Note 11. In regard to Condition No. 27 above, the local government supports the commencement of internal road works and other such works that will facilitate the development of the chalet components ahead of the Scheme Amendment. This is on the basis that the 'Town Centre' zone includes the use class of 'Chalet' as a 'D' use and that it is considered to meet the objectives of the 'Town Centre' zone. (amended)



DEBBIE CARSON
PLANNING OFFICER

(for and on behalf of the Shire of Northampton)

23 July 2019