Shire of GNOWANGERUP
BORDEN • GNOWANGERUP • ONGERUP
Heart of the Stirlings

MINUTES

ORDINARY COUNCIL MEETING

26 August 2026
Commenced at 03:30 PM

Council Chamber
28 Yougenup Road, Gnowangerup WA 6335

<u>Meaning of and CAUTION concerning Council's "In Principle" support:</u>

When Council uses this expression, it means that:

(a) Council is generally in favour of the proposal BUT is not yet willing to give its consent; and
(b) Importantly, Council reserves the right to (and may well) either decide <u>against</u> the proposal or to formally support it but with restrictive conditions or modifications.

Therefore, whilst you can take some comfort from Council's "support" you are clearly at risk if you act upon it <u>before</u> Council makes its actual (and binding) decision and communicates that to you in writing.

Shire of GNOWANGERUP
BORDEN ◆ GNOWANGERUP ◆ ONGERUP
Heart of the Stirlings

DISCLAIMER

No responsibility whatsoever is implied or accepted by the Shire of Gnowangerup for any act, omission or statement or intimation occurring during Council or committee meetings.

The Shire of Gnowangerup disclaims any liability for any loss whatsoever and howsoever caused arising out of reliance by any person or legal entity on any such act, omission or statement or intimation occurring during Council or committee meetings.

Any person or legal entity who acts or fails to act in reliance upon any statement, act or omission made in a Council or committee meeting does so at that person's or legal entity's own risk.
In particular and without detracting in any way from the broad disclaimer above, in any discussion regarding any planning application or application for a licence, any statement or intimation of approval made by any member or officer of the Shire of Gnowangerup during the course of any meeting is not intended to be and is not taken as notice of approval from the Shire of Gnowangerup.

The Shire of Gnowangerup advises that anyone who has any application lodged with the Shire of Gnowangerup shall obtain and should only rely on **written confirmation** of the outcome of the application, and any conditions attaching to the decision made by the Shire of Gnowangerup in respect of the application.

These minutes are not a verbatim record but include the contents pursuant to Regulation 11 of Local Government (Administration) Regulations 1996.

David Nicholson
CHIEF EXECUTIVE OFFICER

DECLARATION OF INTEREST FORM

To: Chief Executive Officer
Shire of Gnowangerup
28 Yougenup Road
Gnowangerup WA 6335

I, (1) ____ wish to declare an interest in the following item to be considered by Council at its meeting to be held on (2) ______________________________
Agenda Item (3) ____

The **type** of Interest I wish to declare is (4).

- ☐ Financial pursuant to Section 5.60A of the Local Government Act 1995
- ☐ Proximity pursuant to Section 5.60B of the Local Government Act 1995
- ☐ Indirect Financial pursuant to Section 5.61 of the Local Government Act 1995
- ☐ Impartiality pursuant to the Code of Conduct for Council Members, Committee Members and Candidates

The **nature** of my interest is (5) ____
____
____

The **extent** of my interest is (6) ____
____
____

I understand that the above information will be recorded in the minutes of the meeting and placed in the Disclosure of Financial and Impartiality of Interest Register.

Yours sincerely

______________________________________ ______________________________________
Signed Date

Notes:
1. Insert your name (print).
2. Insert the date of the Council Meeting at which the item is to be considered.
3. Insert the Agenda Item Number and Title.
4. Tick box to indicate type of interest.
5. Describe the nature of your interest.
6. Describe the extent of your interest (if seeking to participate in the matter under S. 5.68 and 5.69 of the Act).

DECLARATION OF INTERESTS (NOTES FOR YOUR GUIDANCE)

A Member, who has a Financial Interest in any matter to be discussed at a Council or Committee Meeting that will be attended by the Member, must disclose the nature of the interest:

a) In a written notice given to the Chief Executive Officer before the Meeting or;

b) At the Meeting, immediately before the matter is discussed.

A member, who makes a disclosure in respect to an interest, must not:

a) Preside at the part of the Meeting, relating to the matter or;

b) Participate in or be present during any discussion or decision-making procedure relative to the matter, unless to the extent that the disclosing member is allowed to do so under Section 5.68 or Section 5.69 of the Local Government Act 1995.

NOTES ON FINANCIAL INTEREST (NOTES FOR YOUR GUIDANCE)

The following notes are a basic guide for Councillors when they are considering whether they have a **Financial Interest** in a matter. These notes will be included in each agenda for the time being so that Councillors may refresh their memory.

1. A Financial Interest requiring disclosure occurs when a Council decision might advantageously or detrimentally affect the Councillor or a person closely associated with the Councillor and is capable of being measured in money terms. There are exceptions in the Local Government Act 1995, but they should not be relied on without advice, unless the situation is very clear.

2. If a Councillor is a member of an Association (which is a Body Corporate) with not less than 10 members i.e. sporting, social, religious etc.), and the Councillor is not a holder of office of profit or a guarantor, and has not leased land to or from the club, i.e., if the Councillor is an ordinary member of the Association, the Councillor has a common and not a financial interest in any matter to that Association.

3. If an interest is shared in common with a significant number of electors or ratepayers, then the obligation to disclose that interest does not arise. Each case needs to be considered.

4. If in doubt declare.

5. As stated in (b) above, if written notice disclosing the interest has not been given to the Chief Executive Officer before the meeting, then it MUST be given when the matter arises in the Agenda, and immediately before the matter is discussed.

6. Ordinarily the disclosing Councillor must leave the meeting room before discussion commences. The only exceptions are:

6.1 Where the Councillor discloses the extent of the interest, and Council carries a motion under s.5.68(1)(b)(ii) or the Local Government Act; or

6.2 Where the Minister allows the Councillor to participate under s.5.69(3) of the Local Government Act, with or without conditions.

INTERESTS AFFECTING IMPARTIALITY

DEFINITION:

a) means an interest that could, or could reasonably be perceived to, adversely affect the impartiality of the person having the interest; and

b) includes an interest arising from kinship, friendship or membership of an association.

A member who has an Interest Affecting Impartiality in any matter to be discussed at a Council or Committee Meeting, which will be attended by the member, must disclose the nature of the interest;

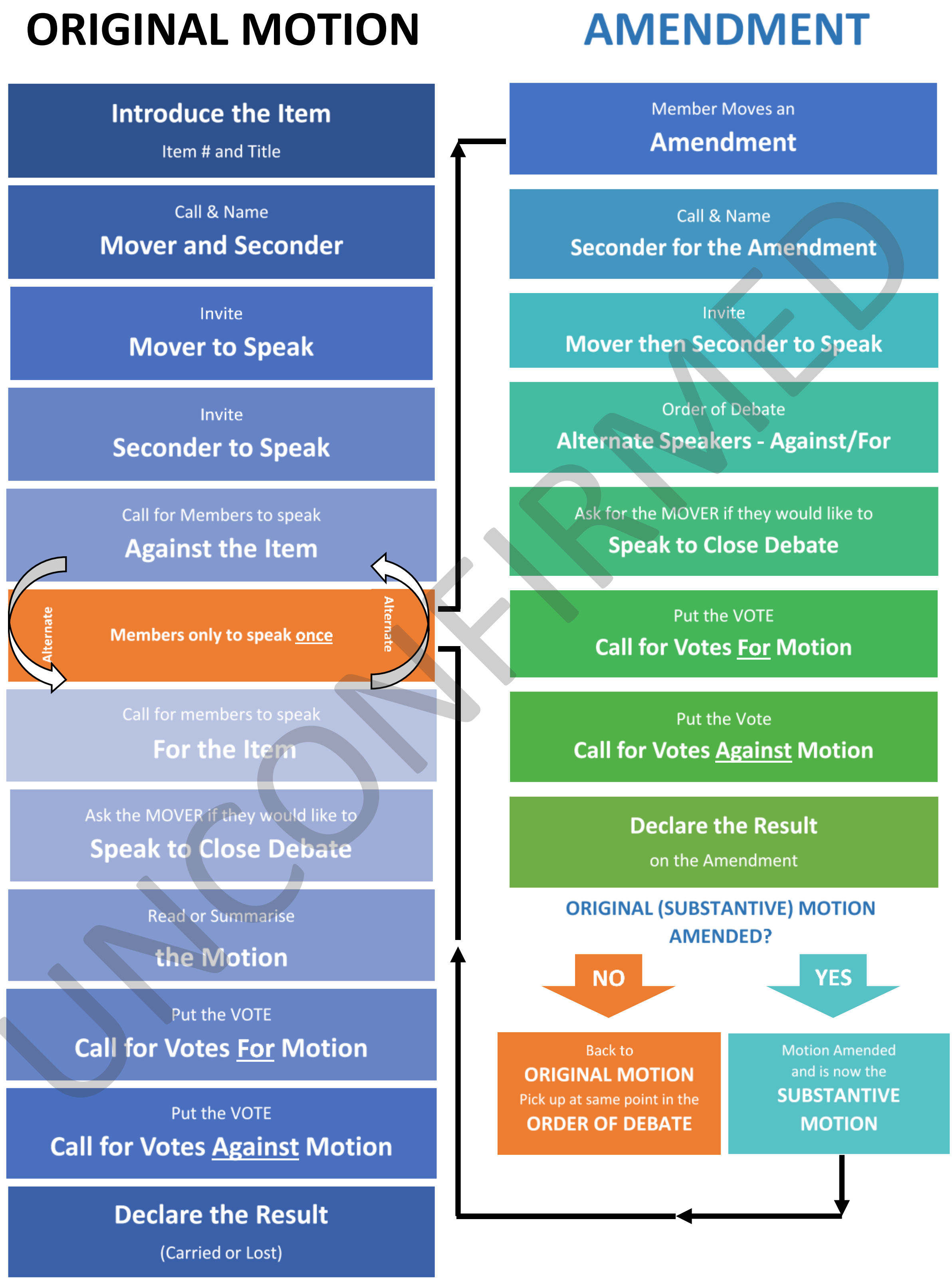
(a) in a written notice given to the Chief Executive Officer before the meeting; or

(b) at the meeting, immediately before the matter is discussed.

IMPACT OF AN IMPARTIALITY DISCLOSURE

There are very different outcomes resulting from disclosing an interest affecting impartiality compared to that of a financial interest. With the declaration of a financial interest, an elected member leaves the room and does not vote. With the declaration of this new type of interest, the elected member stays in the room, participates in the debate and votes. In effect then, following disclosure of an interest affecting impartiality, the member's involvement in the Meeting continues as if no interest existed

Process of Motions



Slight clarification of wording of motion: A minor amendment of the motion can be done at any time through the President with the approval of the Mover and the Seconder. The Minor amendment must be minuted.

Substantive Motion

Introduce the Item
Item # and Title

Call & Name
Mover and Seconder

Invite
Mover to Speak

Invite
Seconder to Speak

Call for Members to speak
AGAINST the Item

Members only to speak <u>once</u>

Call for members to speak
FOR the Item

Alternate

Ask the Mover if they would like to
Speak to Close Debate

Read or Summarise
the Motion

Put the VOTE
Call for Votes <u>FOR</u> Motion

Put the VOTE
Call for Votes <u>AGAINST</u> Motion

Declare the Result
(Carried or Lost)

CARRIED

Foreshadowed Motion Lapses

During Debate of Substantive Motion

E.g. If the substantive motion is lost then I wish to foreshadow an alternative motion

A **Member** Speaking to the Substantive Motion advises **They wish to Foreshadow a Motion**

Presiding Member **Notes the Foreshadowed Motion** and the **Proposing Member**

Debate of the Substantive Motion continues

Substantive Motion **LOST**

Foreshadowed Motion

Ask the **Proposing Member**
if they wish to **MOVE**
the Foreshadowed Motion

Call & Name
Seconder

Foreshadowed becomes the Substantive Motion

Call for Member to speak
<u>AGAINST</u> the Item

Members only to speak <u>once</u>

Call for members to speak
<u>FOR</u> the Item

Alternate

Ask the MOVER if they would like to
Speak to CLOSE DEBATE

Read or Summarise
the MOTION

Put the VOTE
Call for Votes <u>FOR</u> Motion

Put the VOTE
Call for Votes <u>AGAINST</u> Motion

Declare the Result
(Carried or Lost)

<u>Note:</u>

1. Deferring an item wording:
   - "Deferred for consideration at ………… on………….. and resubmitting to Council.

2. "*Laying an item on the table*" is similar to "deferring" but used when item will be re-considered later in the same meeting.

3. Questions can be asked at any time, BUT cannot be debated.

TABLE OF CONTENTS

OPENING PROCEDURES

1. OPENING AND ANNOUNCEMENT OF VISITORS

Shire President Kate O'Keeffe welcomed Councillors, staff, and visitors, advised that the meeting will be audio recorded, and declared the meeting open at 3:30 PM.

2. ACKNOWLEDGEMENT OF COUNTRY

The Shire of Gnowangerup would like to acknowledge the Goreng people who are the Traditional Custodians of this land. The Shire of Gnowangerup would also like to pay respect to the Elders both past and present of the Noongar Nation and extend that respect to other Aboriginals present.

3. ATTENDANCE / APOLOGIES / APPROVED LEAVE OF ABSENCE

3.1 ATTENDANCE

Cr Kate O'Keeffe JP	Shire President
Cr Rebecca O'Meehan	Deputy Shire President
Cr Robert Miniter OAM	
Cr Peter Callaghan	
Cr Joanne Hemley	
Cr Rebecca Kiddle	
David Nicholson	Chief Executive Officer
Tom Gorman	Deputy Chief Executive Officer
Rick Miller	Executive Manager of Infrastructure & Assets
Stuart Drummond	Community and Economic Development Manager
Clementine Illy	Governance Support Officer
Anzenelle Macrohon	Governance Support Officer
Ayrene Bautista	Senior Executive Assistant and Governance Officer

3.2 APOLOGIES

Cr Mick Creagh

3.3 APPROVED LEAVE OF ABSENCE

Nil

4. APPLICATION FOR LEAVE OF ABSENCE

Nil

5. RESPONSE TO QUESTIONS TAKEN ON NOTICE

Question – Edith Robertson

Edith Robertson asked about the Assets Assessment for the Heritage Group of properties, what is the most recent valuation of these properties, and has any value been added (e.g. through capital works, improvements, or revaluation) since the last assessment?

Response – CEO, David Nicholson

David Nicholson answered that the valuations have been undertaken specifically to satisfy accounting standards which may not reflect valuation if undertaken for alternate reason, so it won't be disclosed.

6. PUBLIC QUESTION TIME

Nil.

7. DECLARATION OF FINANCIAL INTERESTS AND INTERESTS AFFECTING IMPARTIALITY

Cr. Robbie Miniter – declared Direct Financial Interest for Report 12.1 – Award Tender RFT 2026-8-1 Tieline and Ongerup-Pingrup Road Reconstruction Works.

8. PETITIONS / DEPUTATIONS / PRESENTATIONS

8.1 PETITIONS

Nil.

8.2 DEPUTATIONS

Nil.

8.3 PRESENTATIONS

Nil.

9. CONFIRMATION OF PREVIOUS MEETING MINUTES

9.1 ORDINARY MEETING OF COUNCIL MINUTES 22ND JULY 2026.

COUNCIL RESOLUTION

MOVED: **Cr R Kiddle** **SECONDED:** **Cr P Callaghan**

0826.01 That the minutes of the Ordinary Council Meeting held on 22 July 2026 be confirmed as a true record of proceedings.

UNANIMOUSLY CARRIED:6/0

FOR: **Cr K O'Keeffe, Cr P Callaghan, Cr R Miniter, Cr R O'Meehan, Cr J Hemley, Cr R Kiddle**

10. ANNOUNCEMENTS BY PRESIDING MEMBER WITHOUT DISCUSSION

10.1 ELECTED MEMBERS ACTIVITY REPORT

Date of Report: **26 August 2026**

Councillors: Various

Attended the following meetings/events

Cr K O'Keeffe:

22 July 2026	Information Briefing Session
22 July 2026	Ordinary Council Meeting
31 July 2026	Community Farewell for Todd and Tasma
5 August 2026	Council Agenda Briefing
5 August 2026	Councillor & Executive Workshop
7 August 2026	Discussion with WALGA President
21 August 2026	WALGA Zone Meeting

Cr R O'Meehan:

22 July 2026	Information Briefing Session
22 July 2026	Ordinary Council Meeting
31 July 2026	Community Farewell for Todd and Tasma
5 August 2026	Council Agenda Briefing
5 August 2026	Councillor & Executive Workshop
26 August 2026	Gnowangerup Sporting Complex Committee Meeting

Cr R Miniter:

22 July 2026	Information Briefing Session
22 July 2026	Ordinary Council Meeting
31 July 2026	Community Farewell for Todd and Tasma
5 August 2026	Council Agenda Briefing
5 August 2026	Councillor & Executive Workshop
15 August 2026	Winter Sports End of Season Windup Event
21 August 2026	Funeral of Edney “Herman” Eades

Cr M Creagh:

22 July 2026	Information Briefing Session
22 July 2026	Ordinary Council Meeting
27 July 2026	Borden Pavillion Committee Meeting
5 August 2026	Council Agenda Briefing
5 August 2026	Councillor & Executive Workshop
26 August 2026	Gnowangerup Complex Committee Meeting

Cr R Kiddle:

22 July 2026	Information Briefing Session
22 July 2026	Ordinary Council Meeting
30 July 2026	Dad & Daughter Showdown
31 July 2026	Community Farewell for Todd and Tasma
5 August 2026	Council Agenda Briefing
5 August 2026	Councillor & Executive Workshop

Cr P Callaghan:

22 July 2026	Information Briefing Session
22 July 2026	Ordinary Council Meeting
31 July 2026	Community Farewell for Todd and Tasma
5 August 2026	Council Agenda Briefing
5 August 2026	Councillor & Executive Workshop
06 August 2026	Great Southern Sport & Recreation Advisory Group, Mt Barker.
19 August 2026	Ongerup Community Development Group (OCD)
21 August 2026	WALGA Zone Meeting

Cr J Hemley:

22 July 2026	Information Briefing Session
22 July 2026	Ordinary Council Meeting
31 July 2026	Community Farewell for Todd and Tasma
5 August 2026	Council Agenda Briefing
5 August 2026	Councillor & Executive Workshop
11 August 2026	Gnowangerup CRC Meeting

REPORTS FOR DECISION

11. REPORTS FOR DECISION

11.1	GNOWANGERUP AIRPORT – PROPOSED AIRPORT FEES
Location:	Shire of Gnowangerup
Proponent:	Shire of Gnowangerup
Date of Report:	26th August 2026
Business Unit:	Infrastructure and Assets
Responsible Officer:	Rick Miller – Executive Manager Infrastructure and Assets
Author:	Barry Gibbs – Project Asset Manager
Disclosure of Interest:	Nil

ATTACHMENTS

- Avdata - Billing Service Evaluation – Gnowangerup Airport
- Avdata - Airport Billing Evaluation Summary
- Avdata - Summary of Australian Airport Charge Rates – 2025/2026
- Avdata - Billing service fee schedule – Effective 1st July 2025/2026
- Graphical data of evaluation period

PURPOSE OF THE REPORT

For Council's to consider amending the adopted 2026/2027 Fees and Charges to include a user pays fee structure for aircraft using the Gnowangerup Airport.

BACKGROUND

Gnowangerup Airport is a public asset that has been managed by the Shire since 2019 when by agreement with the Brethren Church the Shire took over all the maintenance and operational activities. This transfer of responsibilities followed work completed jointly by the Community and the Shire, based on the 2017 Airport Safety Inspection (ASI) report. The ASI was conducted in accordance with the requirements set by the Civil Aviation Safety Authority (CASA) and described the facility as an Airplane Landing Area (ALA) under Civil Aviation Safety Regulations.

The remedial work completed in 2019/2020 raised the standard to comply with a Registered Airport suitable for Regular Public Transport (RPT) operations. The Aerodrome is now Certified after additional compliance requirements were completed in 2025.

Over the past five years, the Shire has undertaken upgrade, and renewal works including resealing the runway, taxiway and apron; maintaining the airport lighting system; grading the runway strip due to water scouring; weed control and tree removal to maintain a clear approach for landing. Training of staff has also been provided by Airport Reporting Officers (ARO) to carry out twice-weekly inspections; and other day-to-day work required to comply with aviation industry standards overseen by CASA.

Over the past seven years, the Shire has invested more than **$1.8 million** in maintenance, operations and capital improvements, offset by **$321k** apparently received from private, State and Federal funding sources.

COMMENTS

The proposed introduction of aircraft landing and usage fees at the Gnowangerup Airport is supported by independent analysis undertaken by Avdata and aligns with standard practice across regional aerodromes/airports in Australia.

The evaluation of aircraft movements over a nine-month period (December 2024 to August 2025) confirms that the aerodrome experiences consistent, although low-volume activity predominantly from aircraft under 3,000 kg. The proposed fee structure is consistent with national benchmarks and closely reflects the charge rates used within the Avdata modelling. **(Refer Attachments 1-5)**

Graphical data provided by Avdata demonstrates that aerodrome usage is concentrated among a small number of operations, with one customer accounting for considerable proportion of total landings and landed tonnage. **(Refer Attachments 5)**

This concentration presents both an opportunity and a risk. While the primary user provides a stable revenue base, the overall financial model remains sensitive to changes in behaviour or exemption arrangements for key users. Further analysis confirms that aircraft activity is predominantly within the lower weight categories, meaning that most revenue will be generated from minimum or low-tier fees rather than higher-weight aircraft charges.

The introduction of fees should not be considered a profit generating initiative, but rather a cost recovery and equity measure, ensuring that users of the aerodrome contribute toward its ongoing operational and maintenance costs.

The use of Avdata's billing service is considered appropriate given the specialised nature of aircraft tracking and billing. The analysis indicates that the majority of billable activity is captured through Airservices Australia flight data, and that the routine transcription of radio recordings via the Avdata Broadcast Recorder (ABR) is not financially efficient. However, retention of the ABR (via purchase) will occur for operational, compliance, and investigation purposes where required. **(Refer Attachments 4)**

The Shire considered introducing aircraft parking fees; however, collecting the required data would require an additional software management product, with the cost outweighing the likely minimal financial return.

CONSULTATION

The Shire staff have spoken with several aircraft operators that currently use or may use Gnowangerup Airport. The main current user of the airport during the recording period (Gidgie Graziers) agreed that a fee could be applied, as occurs at other registered or certified aerodrome/airport across Australia.

The Royal Flying Doctor Service was also asked to respond. Their reply stated:

"Applying landing fees would not affect the RFDS services to the Gnowangerup community in any way. However, there are a number of Shires and communities that exempt the RFDS from these fees or donate them back."

Joyce Air advised they would be seeking an exemption as their business is a lease owner at the airport and the landing fees should be part of this agreement. Also, their aircraft are under 4,999kg and will have less impact on the runway.

Maroomba Airlines were asked about their future operations at the airport. They advised that confirmation from a third party regarding a possible FIFO operation using the Gnowangerup Aerodrome has not yet been received.

Senior Executive Staff were also consulted on the proposed fee structure.

LEGAL AND STATUTORY REQUIREMENTS
Local Government Act 1995 (WA) S.6.19

If fees are applied, it is a requirement that they are listed in the Shire's Airport Information Manual (reviewed annually by CASA) and included in the Shire's annual Fees and Charges schedule.

POLICY IMPLICATIONS
There are no policy implications relating to the application of Airport operational fees.

FINANCIAL IMPLICATIONS
After reviewing fees from other airports and airports supplied by Avdata **(Refer Attachments 3)** a cascading proposed fee structure based on aircraft weight and use has been developed in the table below.

AIRPORT – FEES & CHARGES			
LANDING FEES (per landing, based on Maximum Take-Off Weight (MTOW)			
All Landing Aircraft up to 5,000kg (minimum charge $17.60 inc GST)	GST inc	Per 1,000kg or the part thereof	$17.60
All Landing Aircraft 5,001 kg - 9,000 kg	GST inc	Per 1,000kg or the part thereof	$20.90
All Landing Aircraft Greater 9,000 kg	GST inc	Per 1,000kg or the part thereof	$25.30
OTHER AIRPORT CHARGES			
Passenger/Terminal Usage (process passengers) – Aircraft Greater 5,000 kg	GST inc	per day	$165.00
After hours call out, Airport Reporting Officer (ARO) (minimum charge $240 includes first 3 hours, additional hours at $100/hour)	GST inc	per ARO	$240.00

- Estimated gross revenue: **~$5,000-$5,500 p.a.**
- Estimated net revenue: **~$3,000-$3,500 p.a.** after fees.
- This is a partial cost recovery measure and a way to ensure users contribute to operating costs.

STRATEGIC IMPLICATIONS

As per Integrated Strategic Plan.

Theme	Leadership and Governance.
Community Priority	An efficient and effective organization, providing appropriate services to our community.
Activity	Ensure strong financial management through effective planning.

RISK MANAGEMENT

This item has been evaluated against the current Council approved Risk Management Register.

Risk Description	Council does not approve the new fees.
Primary Strategic Risk Category	Financial sustainability.
Primary Strategic Risk Category Description	Inability to maintain service and infrastructure levels for the Shire.
Consequence: *(Insignificant, Minor, Moderate, Major, Catastrophic)*	Major
Likelihood: *(Almost, Certain, Likely, Possible, Unlikely, Rare)*	Possible

IMPACT ON CAPACITY

Nil.

ALTERNATE OPTIONS AND THEIR IMPLICATIONS

The following options are available to Council:

- Do not introduce fees and retain the current approach. This would continue to spread airport costs across Shire's ratepayer.
- Introduce a fee structure with exemptions for selected emergency service aircraft and leaseholders. Emergency aircraft landings are limited and would have only a minor impact on revenue. Given the Royal Flying Doctor Service's critical role in the community, it should be exempt. The new leaseholder is still developing the site and was not advised of the proposed fee, so a grace period should apply. Landing fees may also be waived for special event days under Council's delegated authority to the CEO.
- Apply fees to all aircraft with no exemptions. This would maximise income to help offset operating and maintenance costs.

VOTING REQUIREMENTS

Absolute Majority.

COUNCIL RESOLUTION

MOVED: **Cr P Callaghan** **SECONDED:** **Cr R Miniter**

0826.02 **That Council:**

1. APPROVES the introduction of aircraft landing and associated aerodrome usage fees at Gnowangerup Aerodrome;

2. AMENDS the adopted Shire 2026 – 2027 Schedule of Fees and Charges to include the new fees, subject to annual review based on usage, cost recovery and operational considerations.

3. EXEMPTS Royal Flying Doctor Service aircraft from the fees;

4. EXEMPTS the current aerodrome leaseholder, Joyce Air, from the fees until 31st December 2027.

5. ADOPTS the following aerodrome fees:

AIRPORT – FEES & CHARGES			
LANDING FEES (per landing, based on Maximum Take-Off Weight (MTOW))			
All Landing Aircraft up to 5,000kg (minimum charge $17.60 inc GST)	GST inc	Per 1,000kg or the part thereof	$17.60
All Landing Aircraft 5,001 kg - 9,000 kg	GST inc	Per 1,000kg or the part thereof	$20.90
All Landing Aircraft Greater 9,000 kg	GST inc	Per 1,000kg or the part thereof	$25.30
OTHER AIRPORT CHARGES			
Passenger/Terminal Usage (process passengers) – Aircraft Greater 5,000 kg	GST inc	per day	$165.00
After hours call out, Airport Reporting Officer (ARO) (minimum charge $240 includes first 3 hours, additional hours at $100/hour)	GST inc	per ARO	$240.00

6. **AUTHORISES the Chief Executive Officer to give local public notice, in accordance with section 6.19 of the Local Government Act 1995, of Council's intention to impose the new fees from 1st October 2026.**

CARRIED BY ABSOLUTE MAJORITY: 6/0

FOR: Cr K O'Keeffe, Cr P Callaghan, Cr R Miniter, Cr R O'Meehan, Cr J Hemley, Cr R Kiddle

AGAINST: Nil

25 February, 2026

Mr Barry Gibbs
Asset Project Manager
Shire of Gnowangerup
28 Yougenup Rd
GNOWANGERUP WA 6335

Billing Service evaluation – Gnowangerup Airport

Dear Barry,

At your request, we have carried out an evaluation of the possible billing revenue and our associated fees if Avdata were to bill aircraft operators on your behalf for aircraft usages recorded at Gnowangerup (YGNW) Airport.

Our modelling demonstrates simulated customer billing for airport usages between 1 December 2024 to 31 August 2025 (inclusive). No actual invoices were issued to customers.

Information was obtained from recordings of pilot radio broadcasts as well as from Airservices flight records.

Please find attached an *Avdata Billing Service evaluation* summary which provides an overview of the figures resulting from our analysis, together with sample files illustrating some of the types of reports that would be available to you if you become an Avdata client.

Avdata Reports

Avdata's Airport Billing Service includes a variety of reports to clients. Sample reports based on the data available for the airport during the evaluation period are attached. If Gnowangerup becomes an Avdata client, reports will be available to you online at any time through our WebView browser.

Note – any attached reports are samples only. No invoices were actually raised.

- *Customer Account Activity* report – shows amount billed (inclusive of GST), receipts and adjustments for each customer account.
- *Airport Usage* reports – list details of recorded usages, including the date, time and aircraft registration, the associated customer, and the charges payable (exclusive of GST).
- *Billing Statement* – summarises billing carried out by Avdata on the airport's behalf and provides the information required for reporting to the Australian Taxation Office regarding GST collection.

A variety of other report types is available in addition to the attached samples. For example, *Airport Usage Analysis* reports allow breakdown of usages by individual aircraft, size category, aircraft type or customer for either usage counts or total MTOW (in kilograms). These can be useful for various airport management purposes (for example, if a total landed tonnage figure for a particular period is required for runway maintenance planning).
We are also able to provide customised report formats on request.

Avdata Pty Ltd ABN: 25 008 556 723 **Mail:** PO Box 877 Mitchell ACT 2911 Australia
Tel: (02) 6262 8111 **Email:** mail@avdata.com.au **Web:** www.avdata.com.au

Online access to your data

Avdata clients have online access to usage and account data related to their airport through our WebView interface. Please contact us to obtain a username and password if you would like to have temporary access to your evaluation data (but please note that the data will only be available in our system for the next couple of weeks).

If you become an Avdata client, this interface allows you access at any time to a complete history of data collected for your airport since the beginning of your agreement with us. The data would include all the usages recorded for your airport – any usages that were exempted by you from billing through our system would be available as well as those billed by us on your behalf.

Sources of data

When an aircraft lodges a flight plan with Airservices, that data can be used by Avdata to bill the aircraft operator for use of the airport. If a pilot has not lodged a flight plan with Airservices, then it is often possible to identify the aircraft's use of an airport by examining pilot radio broadcasts recorded with an onsite Avdata Broadcast Recorder (ABR) and/or having airport staff collect records based on visual observations.

This evaluation used Airservices flight plan data as well as transcribed recordings from an onsite Avdata Broadcast Recorder (ABR).

Identification of recreational aircraft

A small number of movements recorded at Gnowangerup Airport were recreational aircraft. Note that recreational aircraft operators could only be billed if council staff could provide aircraft operator details, or if access to the Recreational Aviation Australia (RAAus) registration portal is arranged.

Members of the Australian Airports Association (AAA) can gain access to registration details of recreational aircraft via the RAAus portal (Recreational Aviation Australia). With access to the RAAus portal it will be possible for Avdata to identify (and invoice) operators of aircraft on the RAAus register on behalf of the airport.

You may wish to learn more about the overall costs and range of benefits of joining the AAA if you are not already a member, as potential revenue from recreational aircraft is likely to be low. Information and contact details are available at www.airports.asn.au

System flexibility

Avdata's billing system can be customised to suit your charging requirements. For example:

- We can program different per tonne rates and frequency of charging to those used in the evaluation
- We can exempt particular aircraft or customers from being billed (eg those who have a pre-purchased access permit or other payment arrangement with the airport, flights operated by emergency services etc).
- We can charge different rates for helicopters or heavier aircraft, for different types of usage (eg training activity), for particular customers, or for usage at different times of the day.
- We can bill other charges, such as aircraft parking fees, passenger fees, annual landing permit fees etc.

Avdata Pty Ltd ABN: 25 008 556 723 **Mail:** PO Box 877 Mitchell ACT 2911 Australia
Tel: (02) 6262 8111 **Email:** mail@avdata.com.au **Web:** www.avdata.com.au

We are happy to discuss your specialised requirements with you.

Service Fees

The attached *Avdata Billing Service evaluation* summary includes estimates of the fees that would have applied for Avdata's service if we had actually billed your customers on your behalf during the evaluation period. The ongoing fees associated with our standard Billing Service are determined according to our *Airport Billing Service – Standard fee schedule*.

The sections in that table which would have applied in this case are:

- Billed revenue component (calculated on the total of all charges invoiced on your behalf during the billing period).
- Aircraft component (which calculates one charge for each different aircraft for which an invoice is issued during the period)
- Airservices flight data fee (for purchase of data from Airservices).
- Transcription fee (passed on at cost for transcription of audio data files).
- Data transfer, handling and archiving fee.
- ABR rental. However, you may also consider purchasing an ABR unit.
- Credit card processing fee (only applicable if any customer payments are made by credit card).

Please note that the fees quoted in the attached *Evaluation Summary* are indicative only, as they are based on the data collected and the data collection mechanisms employed for the evaluation time period. Future fees may vary seasonally according to airport traffic levels and according to the quality and quantity of data available.

Avdata Services

Avdata's Billing Service includes:

- all collection and processing of aircraft usage data;
- maintenance of an extensive database recording aircraft ownership and liability for usage charges (so that, for example, charges can be directed to the appropriate party when an aircraft is temporarily leased to an operator other than the registered owner);
- preparation and posting of accounts to airport customers;
- dealing with enquiries from aircraft operators and any necessary adjustments to customer accounts;
- receipting of payments by customers;
- preparation and provision to you of monthly reports;
- depositing money collected on your behalf to your nominated account;
- secure online access to your airport usage data and account activity at any time; and
- capacity to provide customised reports on request.

Our clients find that significant advantages of our system include: that there is no fixed period contract; billing for your airport can be immediately incorporated into the Avdata system; and you avoid the costs and problems associated with generating and sending out accounts, administering the GST, and handling customer queries.

Avdata Pty Ltd ABN: 25 008 556 723 **Mail:** PO Box 877 Mitchell ACT 2911 Australia
Tel: (02) 6262 8111 **Email:** mail@avdata.com.au **Web:** www.avdata.com.au

Next Steps

We look forward to further discussion with you about data collection at your airport and billing requirements. If you wish to commence charging for use at the airport through Avdata, then we will be able to begin doing that as soon as you advise us to that effect. Alternatively, we would be pleased to undertake further evaluation modelling using alternative charge rates if that would be useful to you.

Please don't hesitate to contact me on (02) 6262 8111 if you have any further questions.

Yours sincerely

Bron Wiseman
Chief Operating Officer

Avdata Pty Ltd ABN: 25 008 556 723 **Mail:** PO Box 877 Mitchell ACT 2911 Australia
Tel: (02) 6262 8111 **Email:** mail@avdata.com.au **Web:** www.avdata.com.au

Appendix 1 - Explanation of codes

Attached reports contain a variety of codes. Some common ones are listed below.
Please contact us if you have questions or would like help to interpret any of the reports.

Airport Usages reports

Usage Type

LA	Landing
TO	Takeoff
SG	Stop and Go
TG	Touch and Go
PA	Practice Approach

Status

XC	Customer and/or aircraft is exempt from charges (as instructed by airport)
XM	Exempt usage (usually when more than one usage is recorded within a time period that can be specified by the client, to avoid overcharging).
K or L	The customer could not be identified; this often indicates Ultralight aircraft.
V	A “valid” usage which will be billed
Other codes	May be used for specific charging circumstances; contact Avdata for details

Aircraft Category

U	Ultralight	F	Fixed wing powered aircraft
B	Balloon	G	Glider (un-powered)
H	Helicopter	P	Powered Glider

Aircraft Avtur

1	Aircraft fuelled with aviation turbine fuel (Avtur)
0	Aircraft not fuelled with Avtur

Avdata Pty Ltd ABN: 25 008 556 723 **Mail:** PO Box 877 Mitchell ACT 2911 Australia
Tel: (02) 6262 8111 **Email:** mail@avdata.com.au **Web:** www.avdata.com.au

ATTACHMENT 2

25 February 2026

Airport Billing Evaluation Summary

Gnowangerup Airport: December 2024 – August 2025

Purpose

This report:

- Illustrates Gnowangerup Airport usage data available through Avdata.
- Provides information on potential revenue (and associated service fees) from the Avdata billing service.

Charge calculations

- Evaluation period: 1 December 2024 to 31 August 2025 (inclusive)
- Charges were calculated as follows (ex GST):
  - Aircraft <5,000kg MTOW (Maximum Take Off Weight) $15.00 per tonne, minimum $15.00
  - Aircraft 5,000kg – 9,000kg MTOW $18.00 per tonne
  - Aircraft >9,000kg MTOW $22.00 per tonne
  - Landings (LA) and training circuits (TG and SG) were charged with a maximum of one charge per 60 minutes of activity
  - Practice Approaches (PA) were exempted from charging
  - Royal Flying Doctor Service (RFDS) were exempted from charges
  - RSCU flights were exempted from charges
  - All aircraft were exempt 14-15th March 2025 for the annual Fly-In Event
- Charge calculations were a modelling exercise only - no invoices were generated by Avdata.

Estimated revenue from AirServices and ABR collected approaches (ex GST)

Month	Total recorded approaches		Number billable approaches		Estimated revenue		Estimated total revenue
	ABR data	ASA data	ABR data	ASA data	ABR data	ASA data	
Dec 2024	3	6	3	4	$169.75	$466.77	**$636.52**
Jan 2025	4	7	3	7	$45.00	$687.03	**$732.03**
Feb 2025	2	10	2	9	$55.83	$330.80	**$386.63**
Mar 2025	64	11	3	9	$59.01	$367.47	**$426.48**
Apr 2025	1	12	1	12	$21.00	$575.64	**$596.64**
May 2025	7	8	5	7	$116.31	$451.59	**$567.90**
Jun 2025	5	9	3	9	$58.20	$361.28	**$419.48**
Jul 2025	1	7	0	4	$0.00	$617.49	**$617.49**
Aug 2025	13	6	2	5	$50.33	$204.15	**$254.48**
Total	**101**	**75**	**23**	**65**	**$590.43**	**$4,047.22**	**$4,637.65**

Avdata Pty Ltd ABN: 25 008 556 723 Mail: PO Box 877 Mitchell ACT 2911 Australia
Tel: (02) 6262 8111 Email: mail@avdata.com.au Web: www.avdata.com.au

Estimated Avdata fees and charges (ex-GST):

Month	Avdata billing fee[1]	ASA flight data fees[2]	ABR data transcription fees[3]	Internet data transfer[4]	Total (ex-GST)
Dec 2024	$83.55	$3.06	$39.13	$25.00	**$150.74**
Jan 2025	$91.94	$3.57	$60.97	$25.00	**$181.48**
Feb 2025	$38.11	$4.59	$79.17	$25.00	**$146.87**
Mar 2025	$40.55	$5.61	$132.06	$25.00	**$203.22**
Apr 2025	$70.81	$6.12	$93.93	$25.00	**$195.86**
May 2025	$69.69	$4.08	$82.77	$25.00	**$181.54**
June 2025	$47.30	$4.59	*	$25.00	**$76.89**
July 2025	$74.52	$3.57	$111.60	$25.00	**$214.69**
August 2025	$29.12	$3.06	$78.12	$25.00	**$135.30**
Total	**$545.59**	**$38.25**	**$677.75**	**$225.00**	**$1,486.59**

* ABR data transcription fee for June 2025 included with July 2025

Data sources

- Airport landing data has been compiled from flight data obtained from AirServices Australia (ASA) and from an Avdata Broadcast Recorder (ABR) which records pilot radio broadcasts. These recordings are subsequently transcribed.
- Modelling is based on actual traffic observed during the evaluation period. Future billing results will vary according to traffic levels and available data.
- Data and calculated charges from this evaluation will remain available in Avdata's online trial database for several weeks from the date of this report - please contact Avdata for password and guided access. After this period, details can be obtained in downloaded reports provided with this evaluation.

Observations

- Gidgie Graziers (Customer ID 150059209) has been billed for 52 usages with total charges of just over $2,100 (ex-GST) for the nine month evaluation period. This is approximately 46% of all charges during the evaluation period.
- A small number of usages for recreational aircraft were identified during the evaluation period (81% were identified during the Fly In Event). While the charges at $15.00 ex GST per landing have been included in the attached reports, we note that recreational aircraft operators could only be billed if council staff could provide operator details or if access to the Recreational Aviation Australia (RAAus) registration portal is arranged via the Australian Airports Association (AAA).
- If you intend to proceed with billing according to the charge rates outlined above, we suggest you consider utilising only the Airservices data for this purpose. The majority of billable usages have been identified from Airservices data. The transcription of ABR recordings has identified a relatively small number of billable aircraft movements, with the cost of transcription exceeding the potential revenue. Alternatively we can proceed with identifica-

1 Avdata billing fee calculation includes 'Aircraft component' and 'Billed revenue component' as described in Airport Billing Service - Standard fee schedule (effective 1 July 2025). Minimum fees may apply if a large proportion of aircraft traffic is exempt from billing or if revenue billed through Avdata is low.
2 Airservices (ASA) flight data fee calculation based on $0.51 ex-GST per line.
3 Transcription of recorded ABR data - fee calculation based on $0.93 ex-GST per minute.
4 Data transfer, handling and archiving fee: Avdata supplied SIM card and data plan: $25.00 ex-GST per month. If a local network is used: $0.20 per MB ex-GST (to a maximum of $30.00 ex-GST in any month).

Avdata Pty Ltd ABN: 25 008 556 723 Mail: PO Box 877 Mitchell ACT 2911 Australia
Tel: (02) 6262 8111 Email: mail@avdata.com.au Web: www.avdata.com.au

tion of aircraft movements from both audio transcription and Airservices data. This will result in a more complete data set but at a higher cost.

- Nonetheless, it would be advantageous to retain the ABR - either by continuing to rent or opting for outright purchase, as this will provide you with access to both raw audio recordings and ADS-B data which are very useful data sources for investigation of disputed charges and aviation incidents. We can also provide casual transcription services upon request to supplement the Airservices data, such as during the annual fly-in event or as required.

Avdata service fees

Costs of obtaining data (from ABR transcription and AirServices) remain the same regardless of whether related airport usage charges are invoiced.

ABR costs

The ABR has been rented from Avdata at $200.00 (ex-GST) per month. Should an Avdata billing service be commenced the ABR can continue to be rented or can be purchased at a cost of $3,700 - $4,500 (ex-GST) depending on inclusions.

ATTACHMENT 3

Airports billing through Avdata

Below is a list summarising charge rates for airports that have engaged Avdata Pty Ltd to bill users on their behalf. Where rates are expressed as $/tonne (ie $/1000kg), the normal charge is determined by multiplying the certified maximum take-off weight of an aircraft by the charge rate. In many cases a minimum charge equivalent to that for one tonne applies.

This list is intended as a brief summary only. Charges at some airports are more complex than described here and may include charges that are not listed specifically. Charges for training activity, parking, night usage etc may apply even if not specified. Only charges billed through Avdata are included; additional charges billed through other agencies may also apply.

While we endeavour to keep this document current, Avdata accepts no responsibility for the accuracy, currency or completeness of this information. Parties who rely on this list do so at their own risk; actual rates should be checked with the owner of each facility.

* Charges may also apply for training activity.

These rates are expressed exclusive of GST; 10% GST applies in addition to the rates shown.

Summary of airport charge rates

Code	Name	State	Charge Rate (ex GST)
YMAY	Albury Airport	NSW	Landing* $16.36 per tonne or part thereof. Circuit charges additional $15.82 per tonne or part thereof (07:00-21:00). Each circuit after curfew $37.27. Parking GA Apron $15.09 per day or part day.
YBAS	Alice Springs Airport	NT	See https://www.alicespringsairport.com.au/business/partner-us/aviation for conditions of use. Landing* $36.39 per tonne, minimum $36.39. RPT apron parking >2hrs $1,069.63 per day; GA apron parking $4.86 per tonne (minimum $25.00) per day.
YARM	Armidale Regional Airport	NSW	Landing* $9.09 per tonne, minimum $9.09. Parking Grass $9.09 per night; Light Aircraft Apron > 4hrs $21.82 or $32.73 per night; Heavy Aircraft Apron > 2hrs $260.00 or $520.00 per night.
YAUR	Aurukun Airport	QLD	Landing $20.9090 per tonne.
YMAV	Avalon Airport	VIC	See https://avalonairport.com.au/operations/fees-charges/ Landing*<=45,000kg $23.54 per tonne, minimum $50.00, >45,000kg $10.16 per tonne. Training Flight Fee <=45,000kg $37.45 flat per approach, >45,000kg $4.28 per tonne per approach; <=45,000kg $23.54 per tonne per touch and go, >45,000kg $10.16 per tonne per touch and go. Parking <=45,000kg $50.00 flat per day or part thereof, >45,000kg $100.00 per hour or part thereof (first 2 hours free).
YBSS	Bacchus Marsh Airport	VIC	Landing* $15.00 flat.
YBAU	Badu Island Airport	QLD	Landing* $10.00 per tonne, minimum $10.00.
YBGO	Balgo Hill Airport	WA	Landing $25.00 per tonne.
YBAB	Baralaba Airport	QLD	Passenger charges apply for aircraft >2,000kg. Landing* 1,501kg-4,000kg $6.64 per tonne, 4,001kg-20,000kg $12.00 per tonne, >20,000kg $17.09 per tonne; training circuits >=1,500kg $2.18 per tonne.
YBTH	Bathurst Airport	NSW	Landing* <=2,000kg $11.36 flat, >2,000kg $17.7272 per tonne. Apron parking <=2,000kg $8.96 per day, 2,001-9,999kg $38.37 per day, >=10,000kg $153.51 per day; grass parking $5.15 per day.
YBIE	Bedourie Airport	QLD	See https://www.diamantina.qld.gov.au/council-services/aerodromes . Landing <3,500kg $9.09 per tonne, >=3,500kg $13.6363 per tonne. Special rates apply during Birdsville Races week and for pavement concession at all times.
YBDG	Bendigo Airport	VIC	Landing* $11.6363 per tonne, minimum $11.64. Parking hardstand $12.73 per day; grass $5.82 per day.
YBDV	Birdsville Airport	QLD	See https://www.diamantina.qld.gov.au/council-services/aerodromes . Landing <3,500kg $9.09 per tonne, >=3,500kg $13.6363 per tonne. Special rates apply during Birdsville Races week and for pavement concession at all times.
YBCK	Blackall Airport	QLD	Passenger charges apply for aircraft >5,700kg. Landing* $8.41 per tonne.
YBOI	Boigu Island Airport	QLD	Landing* $10.00 per tonne, minimum $10.00.
YBRL	Borroloola Airport	NT	Landing $23.6363 per tonne, minimum $68.18.
YBWN	Bowen Airport	QLD	Landing* <=2,000kg $12.02 per tonne, minimum $12.02; >2,000kg $17.17 per tonne.

Code	Name	State	Charge Rate (ex GST)
YBWW	Brisbane West Wellcamp Airport	QLD	Landing* <50,000kg & helis $17.00 per tonne minimum $17.00, >=50,000kg $12.00 per tonne. Parking $8.00 per tonne per day, minimum $30.00 per day.
YBHI	Broken Hill Airport	NSW	Landing* <=2,500kg $19.09 flat, 2,501kg-5,000kg $19.0909 per tonne, 5,001kg-15,000kg $32.7272 per tonne, >15,000kg $49.0909 per tonne.
YDEA	Bulman Delara Airport	NT	Landing $23.6363 per tonne, minimum $68.18.
YBUD	Bundaberg Airport	QLD	Landing 1,000kg-40,000kg $14.48 per tonne, first tonne exempt, min $14.48; >40,000kg $568.18 flat. Parking $8.13 per day, $27.27 per week, $83.64 per month on GA apron; $163.64 per day on RPT apron; additional charges for unauthorised use.
YBKT	Burketown Airport	QLD	Landing $20.00 per tonne.
YBLN	Busselton Airport	WA	Landing* <1,000kg $4.55 flat, 1,000kg-1,999kg $8.64 flat, 2,000kg-5,699kg $16.82 per tonne, 5,700kg-19,999kg $19.09 per tonne, >=20,000kg $21.82 per tonne. Parking General Aviation hardstand $10.91 per day (first 24 hours free); Apron $38.64 per day (first 3 hours free).
YBCS	Cairns Airport	QLD	See https://www.cairnsairport.com.au/business/aviation/conditions-of-use for conditions of use. GA Landing* heli $9.03 per tonne; others $18.06 per tonne. GA Parking $18.06 per tonne per day or part thereof.
YCDR	Caloundra Aerodrome	QLD	Landing* $10.00 per tonne, minimum $10.00.
YSCB	Canberra Airport	ACT	See https://www.canberraairport.com.au/corporate/about/canberra-airport-conditions-of-use/ for conditions of use. Daily Access Charge Light Recreational <=2,500kg $36.47 per day, 2,501-4,000kg $85.10 per day, 4,001-5,700kg $137.79 per day, 5,701-15,000kg $30.28 per tonne per day; discount on 4th and subsequent consecutive days. Daily Access Charge Light Commercial <=2,500kg $47.43/day, 2,501-4,000kg $110.64/day, 4,001-5,700kg $179.18/day, 5,701-15,000kg $39.39/tonne/day.
YCAS	Casino Airport	NSW	Landing* <1,000kg $4.32 flat, 1,000kg-2,999kg $8.6818 per tonne, >=3,000kg $14.6363 per tonne; training circuits $1.5454 per tonne, minimum $1.55.
YCDU	Ceduna Airport	SA	Landing* $18.9636 per tonne, minimum $18.96.
YCNK	Cessnock Airport	NSW	Landing* Day (07:00-18:00): <2,000kg $13.6363 per tonne, minimum $13.63; >=2,000kg $13.6363 per tonne, minimum $22.71. Landing* fee for night use: $22.7272 per tonne, minimum $22.71. Circuits after 22:00 additional $272.72. Parking Casual $19.18 per day; Grass $109.09 per month; Hard Stand (if available) $22.72 per day, $545.45 per month, Non-prearranged East or Western Apron $48.18 per night.
YBCV	Charleville Airport	QLD	Monthly interest on overdue invoice(s): 18% pa or $40.00 (whichever is greater). Landing* <=1,000kg $11.82 flat, 1,000-5,700kg $11.8181 per tonne, >5,700kg $14.5454 per tonne. Parking $11.82 per day.
YCHT	Charters Towers Airport	QLD	Landing* heli $9.0909 per tonne; others <5,700kg $10.3181 per tonne, minimum $10.32, => 5,700kg $12.3636 per tonne.
YCGO	Chillagoe Airport	QLD	Landing* <2,000kg $6.8181 per tonne; >5,700kg $18.1818 per tonne; 2,000kg-5,700kg heli $10.00 per tonne, others $11.8181 per tonne.
YCCA	Chinchilla Aerodrome	QLD	Passenger charges apply for aircraft >=5,000kg. Landing* <=5,700kg $9.0909 per tonne, minimum $9.09; >5,700kg $13.1818 per tonne. Parking charges may apply.
YCMT	Clermont Aerodrome	QLD	Landing* $23.1818 per tonne.
YCEE	Cleve Airport	SA	Landing* $15.46 per tonne.
YCCY	Cloncurry Airport	QLD	Landing* <=2,000kg $6.5090, minimum $6.51; >2,000kg $14.4090 per tonne.
YCBA	Cobar Airport	NSW	Landing* 800kg-1,700kg $10.7272 per tonne, >1,700kg $20.4545 per tonne.
YCCT	Coconut Island Airport (Poruma)	QLD	Landing* $10.00 per tonne, minimum $10.00.
YCOE	Coen Airport	QLD	Landing* heli $9.5272 per tonne; others 650kg-19,000kg $14.3636 per tonne, >19,000kg $26.3636 per tonne.
YCFS	Coffs Harbour Airport	NSW	Landing* $13.19 per tonne; night training (21:00-06:00) $39.56 per tonne.
YOLA	Colac Aerodrome	VIC	Landing* $11.4545 per tonne, minimum $11.45.
YCSV	Collinsville Airport	QLD	Landing* <=2,000kg $12.02 per tonne, minimum $12.02; >2,000kg $17.17 per tonne.
YCBP	Coober Pedy Airport	SA	Landing* $27.00 per tonne, minimum $27.00; heli $27.00 flat.
YCOO	Cooinda Airport	NT	Landing* $23.63 per tonne.
YCKN	Cooktown Airport	QLD	Landing* heli $9.5272 per tonne; others 650kg-19,000kg $14.3636 per tonne, >19,000kg $26.3636 per tonne.

Code	Name	State	Charge Rate (ex GST)
YCOM	Cooma Airport	NSW	Landing* single engine $16.50 per tonne, minimum $16.50; multi-engine $33.00 per tonne, minimum $33.00; heli & ultralights $8.25 per tonne, minimum $8.25; night fee (18:00-05:00) $33.00.
YCUE	Cue Airport ✓	WA	11% pa interest on overdue invoice(s). Landing $18.1818 per tonne. Passenger charges apply for aircraft >5,000kg. Parking $33.64 per day.
YCUN	Cunderdin Airport ✓	WA	Landing* $11.3636 per tonne, minimum $15.14.
YDAY	Dalby Aerodrome	QLD	Passenger charges apply for aircraft >=5,000kg. Landing* <=5,700kg $9.0909 per tonne, minimum $9.09. Parking charges may apply.
YDMN	Daly River Airport	NT	Landing <9,000kg $18.18 per tonne, >=9,000kg $25.00 per tonne; heli <2,500kg $18.18 per tonne, >=2,500kg $25.00 per tonne. Minimum charge $18.18.
YDNI	Darnley Island Airport	QLD	Landing* $10.00 per tonne, minimum $10.00.
YPDN	Darwin Airport	NT	See https://www.darwinairport.com.au/business/partner-us/aviation for conditions of use. Landing* $36.39 per tonne, minimum $36.39. RPT apron parking >2hrs $1,069.63 per day; GA apron parking $4.86 per tonne (minimum $25.00) per day.
YDLV	Delissaville Airstrip	NT	10% pa interest on overdue invoice(s). Landing* $22.72 per tonne, minimum $22.72. Additional charges may apply for passenger service and after hours call out. Parking $50.00 per day.
YDBY	Derby Airport ✓	WA	Landing* heli, balloon and glider $15.9090 per tonne, minimum $31.82; others $31.8181 per tonne, minimum $54.55. Parking <=20,000kg $20.00 per day, >20,000kg $40.00 per day; annual and quarterly parking permits available.
YDPO	Devonport Airport	TAS	Landing* $25.00 per tonne, minimum $25.00.
YDMG	Doomadgee Airport	QLD	Landing <=4,000kg $73.64 flat, 4,001kg-10,000kg $148.18 flat, >10,000kg $591.82 flat.
YSDU	Dubbo Regional Airport	NSW	Landing* $13.50 per tonne (50% discount Sat/Sun for <=2,500kg); training circuits $3.3750 per tonne. Parking $13.64 per day where applicable (contact airport for details).
YECH	Echuca Aerodrome	VIC	Annual landing rate available - see https://www.campaspe.vic.gov.au/Recreation-events/Visit-Campaspe/Echuca-aerodrome. Landing* $10.5454 per tonne.
YELD	Elcho Island Airport	NT	Landing* $20.00 per tonne, minimum $68.10. Also additional Security Levy $20.90 per tonne, minimum $19.83.
YEML	Emerald Airport	QLD	11% pa interest on overdue invoice(s). Landing* <1,000kg $7.95 flat, 1,000-5,700kg $13.00 per tonne, >5,700kg $19.3636 per tonne; heli $9.6818 per tonne . Parking <=5,700kg $12.95 per night, >5,700kg $8.1818 per tonne per night; hangar use (itinerant) $25.86 per night.
YESP	Esperance Airport	WA	Landing* <=2,000kg $15.00 flat, 2,001kg-15,000kg $15.00 per tonne or part thereof, >15,000kg $40.9090 per tonne or part thereof.
YEXM	Exmouth Aerodrome ✓	WA	Landing* <1,200kg $6.13 flat, 1,200kg-5,699kg flagfall $9.09 plus $4.0909 per tonne, >=5,700kg $14.0909 per tonne; training circuits <1,200kg $4.09 flat, 1,200kg-5,699kg $10.91 flat, >=5,700kg $40.9090 per tonne. Parking <1,500kg $6.36 per night, 1,500kg-5,699kg $10.91 per night, >=5,700kg $4.5454 per tonne per night; weekly discount may apply.
YFTZ	Fitzroy Crossing Airport ✓	WA	Landing* heli, balloon and glider $15.9090 per tonne, minimum $31.82; others $31.8181 per tonne, minimum $54.55.
YGPT	Garden Point/Pirlangimpi Airport	NT	Landing $40.00 per tonne; heli <2,500kg $40.00 per tonne, >=2,500kg $51.00 per tonne. Minimum charge $40.00. After hours callout fee may apply.
YGLA	Gladstone Airport	QLD	Landing* <=2,000kg $13.64 flat; >2,000kg $16.2727 per tonne. Parking heli $27.27 per day, others $9.09 per day.
YGLI	Glen Innes Airport	NSW	Landing* $7.2727 per tonne, minimum $7.27.
YGLB	Goulburn Airport	NSW	See http://www.goulburnairport.com.au. Landing* $19.20 per tonne, minimum $10.90. Parking <=650kg $10.90 per day, 651kg-2,000kg $16.35 per day, >2,000kg $27.24 per day.
YPGV	Gove Airport	NT	10% pa interest on overdue invoice(s). Landing* $20.91 per tonne, minimum $20.91.
YGFN	Grafton Airport	NSW	Landing* $18.9091 per tonne, minimum $18.91; training circuits $2.73 flat.
YBHM	Great Barrier Reef Airport	QLD	Landing* $14.5454 per tonne or part thereof; also fees for lighting, after hours callout or unauthorised landing. Parking private aircraft <=4 seats $32.72 per day; 5-6 seats and heli $53.63 per day; >6 seats, Jet and Turbo Prop $318.18 per day. Parking all commercial aircraft & commercial heli & seaplane $318.18 per day. Northern Apron access private $54.54. Northern Apron access commercial $227.27.
YGTH	Griffith Airport	NSW	Landing* $13.9090 per tonne.

Code	Name	State	Charge Rate (ex GST)
YGTE	Groote Eylandt Airport	NT	Landing <3,000kg $15.40 per tonne, minimum $15.40; >=3,000kg $18.49 per tonne.
YGDH	Gunnedah Airport	NSW	Landing* <650kg $10.36 flat, >=650kg $14.7272 per tonne.
YGYM	Gympie Airport	QLD	Monthly interest on overdue invoice(s): 12% pa. Landing* $12.00 per tonne, minimum $12.00; gliders $5.00 per tonne, minimum $5.00. Parking $9.09 per week or part thereof.
YHAW	Hawker Airport	SA	Landing* $17.2727 per tonne, minimum $17.27.
YHBA	Hervey Bay Airport	QLD	Landing* <2,000kg private operators $8.45 flat, others $16.91 flat; >=2,000kg $21.3181 per tonne or part thereof. Training circuits <2,000kg private operators $4.23 per circuit, others $8.45 per circuit; >=2,000kg $10.6818 per tonne or part thereof per circuit.
YMHB	Hobart Airport	TAS	Landing $21.60 per tonne, minimum $51.91; heli $10.80 per tonne, minimum $34.25. Parking <=10,000kg and heli $3.90 per tonne per night, >10,000kg $448.71 per night.
YHID	Horn Island Airport ✓	QLD	7% pa interest on overdue invoice(s). Passenger charges apply based on aircraft capacity. Landing* $30.9545 per tonne, heli $16.8181 per tonne, minimum 1 tonne charge; extra $23.64 night surcharge (19:00-06:00). Parking $7.2727 per tonne per night.
YHUG	Hughenden Airport	QLD	Landing* $12.7272 per tonne.
YINJ	Injune Airport	QLD	Landing 1,501kg-5,700kg $11.4545 per tonne, >5,700kg $18.1363 per tonne.
YIFL	Innisfail Aerodrome - Mundoo	QLD	Landing* <=650kg $8.36 flat, >650kg $15.27 per tonne with minimum charge $15.27; heli $8.36 per tonne, minimum $8.36.
YJLC	Julia Creek Airport	QLD	Landing <5,700kg $9.0909 per tonne; >= 5,700kg $13.6363 per tonne.
YJUR	Jurien Bay Airport	WA	Landing $14.77 flat, first four landings per operator per month free.
YKKG	Kalkgurung Airport	NT	Landing <9,000kg $18.18 per tonne, >=9,000kg $25.00 per tonne; heli <2,500kg $18.18 per tonne, >=2,500kg $25.00 per tonne. Minimum charge $18.18.
YKAL	Kalumburu Airport	WA	Landing <=3,500kg $18.00 per tonne, 3,501kg-7,000kg $26.00 per tonne, >7,000kg $33.00 per tonne; heli $17.00 per tonne.
YKMB	Karumba Airport	QLD	Landing* $17.2727 per tonne, minimum $17.27.
YPTN	Katherine/Tindal Airport ✓	NT	Landing* $27.0909 per tonne, minimum $27.09. Parking (overnight to 7 days) <=5,700kg $11.08 per day, >5,700kg $11.08 per day plus additional $6.2454 per tonne per day.
YKII	King Island Airport ✓	TAS	10% pa interest on overdue invoice(s). Landing* <=2,500kg $16.3636 per tonne, minimum $16.36; >2,500kg $25.4545 per tonne. Call-out charge for ARO attendence outside standard operating hours $234.54. Parking <=2,500kg $20.00 per day, >2,500kg $9.0909 per tonne per day, minimum $20.00.
YKSC	Kingscote Airport	SA	Landing* $14.5454 per tonne, minimum $14.55; heli $24.55 flat.
YKUB	Kubin Airport	QLD	Landing* $10.00 per tonne, minimum $10.00.
YPKU	Kununurra Airport	WA	Landing* <=5,700kg $20.00 per tonne, >5,700kg $28.6363 per tonne; heli $15.00 per tonne. Parking $24.82 per night.
YLTV	Latrobe Regional Airport	VIC	FROM 2025-02-01 Landing* $11.8181 per tonne, minimum $11.82. FROM 2025-02-01 Parking hardstand $4.5454 per tonne per day, minimum $4.55; grass $1.8181 per tonne per day, minimum $1.82.
YMLT	Launceston Airport	TAS	Landing <5,700kg $12.50 per tonne, minimum $12.50, >=5,700kg $16.70 per tonne; heli $9.40 per tonne, minimum $9.40. Parking <5,700kg and heli $3.10 per tonne per day, >=5,700kg $7.00 per tonne per day.
YLRA	Laura Airport	QLD	Landing* heli $9.5272 per tonne; others =>650kg $14.3636 per tonne.
YLTN	Laverton Airport	WA	Passenger charges apply for aircraft >5,700kg. Landing $17.91 per tonne, minimum $17.91.
YPLM	Learmonth Airport	WA	Landing* <1,500kg $5.91 flat, 1,500kg-5,699kg $22.73 flat, >=5,700kg $27.2727 per tonne. Parking <1,500kg $12.73 per night, 1,500kg-5,699kg $21.82 per night, >=5,700kg $4.5454 per tonne per night; weekly discount may apply.
YLEC	Leigh Creek Airport	SA	Landing* $15.50 per tonne, minimum $21.00; heli $21.00 flat.
YLST	Leinster Airport	WA	Passenger charges apply. Landing $25.00 per tonne. Minimum fee (landing plus passengers) $500.00 per landing. Parking $250.00 per night.
YLEO	Leonora Airport	WA	Passenger charges apply for aircraft >5,700kg. Landing* $14.32 per tonne, minimum $14.32.
YLED	Lethbridge Airport	VIC	Landing* $11.4545 per tonne, minimum $11.45. Parking hardstand $10.00 per tonne per night, minimum $10.00; grass $5.00 per tonne per night, minimum $5.00.

Code	Name	State	Charge Rate (ex GST)
YLIS	Lismore Airport	NSW	Landing* $12.32 per tonne, minimum $12.32; heli $8.45 per tonne, minimum $8.45; balloon $9.60 flat; glider $1.73 flat. Training circuits $1.73 flat. Various rates for parking - see Council fee schedule.
YLHR	Lockhart River Airport	QLD	Landing <2,000kg $55.00 flat, >=2,000kg $30.00 per tonne.
YLOX	Loxton Airport ✓	SA	Landing* $14.0909 per tonne, minimum $14.09.
YMAA	Mabuiag Island Airport	QLD	Landing* $10.00 per tonne, minimum $10.00.
YBMK	Mackay Airport	QLD	Landing* $17.96 per tonne. Parking <3,001kg $5.15 per tonne per day; 3,001-5,700kg $8.76 per tonne per day; >5,700kg $17.96 per tonne per day.
YMND	Maitland Aerodrome	NSW	Landing* $15.00 per tonne, minimum $15.00; night rate (20:00-07:00) $30.00 per tonne, minimum $30.00.
YMNG	Mangalore Airport	VIC	Landing* $11.3636 per tonne, minimum $11.36; night rate (1730-0600) $14.0909 per tonne.
YMBA	Mareeba Airport	QLD	Landing* <2,000kg $6.8181 per tonne; >5,700kg $18.1818 per tonne; 2,000kg-5,700kg heli $10.00 per tonne, others $11.8181 per tonne. Parking <5,700kg $4.09 (hardstand) or $2.95 (grass) per day, >=5,700kg $36.36 (hardstand) or $31.82 (grass) per day or part.
YALA	Marla Aerodrome	SA	Landing $15.50 per tonne, minimum $21.00; heli $21.00 flat.
YMYB	Maryborough Airport QLD	QLD	Landing* <2,000kg private operators $8.45 flat, others $16.91 flat; >=2,000kg $21.3181 per tonne or part thereof. Training circuits <2,000kg private operators $4.23 per circuit, others $8.45 per circuit; >=2,000kg $10.6818 per tonne or part thereof per circuit.
YMAR	Mataranka Township Airport	NT	Landing $23.6363 per tonne, minimum $27.27.
YMER	Merimbula Airport	NSW	Landing <=4,000kg single engine $13.92, twin engine $27.92; >4,000kg $13.9181 per tonne. Parking in excess of 7 days $6.46 per day.
YMDN	Merredin Airport ✓	WA	Landing* heli $9.09 flat; others $11.4545 per tonne, minimum $11.45.
YMMU	Middlemount Airport	QLD	Landing <=5,700kg $45.00 per tonne, 5,701kg-6,800kg $90.00 per tonne, >6,800kg $180.00 per tonne.
YMIA	Mildura Airport	VIC	Landing* Heli <2,000kg $10.00 per tonne, minimum $10.00, 2,000-5,699kg $15.00 per tonne, >=5,700kg $20.00 per tonne; Others <2,000kg $16.00 per tonne, minimum $16.00, 2,000-5,699kg $21.00 per tonne, >=5,700kg $26.00 per tonne; ILS approach $70.00 flat. Parking $10.00 per tonne per day or part thereof, minimum $10.00.
YMLS	Miles Aerodrome	QLD	Passenger charges apply for aircraft >=5,000kg. Landing* <=5,700kg $9.0909 per tonne, minimum $9.09; >5,700kg $13.1818 per tonne. Parking charges may apply.
YMIT	Mitchell Airport	QLD	Landing 1,501kg-5,700kg $11.4545 per tonne, >5,700kg $18.1363 per tonne.
YMMB	Moorabbin Airport	VIC	Minimum monthly invoice $31.82. Daily Access Charge <7,000kg $35.7545 per tonne per day, >=7,000kg $45.9636 per tonne per day; balloon $163.64 flat per day. Additional charges may apply to overdue invoice(s) - see http://www.moorabbinairport.com.au/aviation/conditions-of-use.
YMRB	Moranbah Aerodrome	QLD	Passenger charges apply for aircraft >5,700kg. BEFORE 2025-02-01 Landing $19.20 per tonne, minimum $19.20. FROM 2025-02-01 Landing $22.08 per tonne, minimum $22.08. Overnight parking $500.00 flat.
YMOR	Moree Aerodrome	NSW	Landing* <=5,700kg $9.09 per tonne, >5,700kg $13.64 per tonne. Parking <= 5,700kg $9.09 per day, >5,700kg $13.64 per day.
YMTI	Mornington Island Airport	QLD	Passenger charges may apply for aircraft >5,000kg. Landing $46.8181 per tonne, minimum $103.18.
YMRY	Moruya Airport	NSW	Landing $13.6363 per tonne, minimum $8.86; heli $7.5454 per tonne, minimum $4.90. Parking $13.64 per day, $30.91 per week.
YMTG	Mount Gambier Airport	SA	Landing* $7.2727 per tonne, minimum $12.00.
YMNE	Mount Keith Airport	WA	Passenger charges apply. Landing $25.00 per tonne. Minimum fee (landing plus passengers) $500.00 per landing. Parking $250.00 per night.
YMOU	Moura Airport	QLD	Passenger charges apply for aircraft >2,000kg. Landing* 1,501kg-4,000kg $6.64 per tonne, 4,001kg-20,000kg $12.00 per tonne, >20,000kg $17.09 per tonne; training circuits >=1,500kg $2.18 per tonne.
YMDG	Mudgee Airport	NSW	Landing* <=2,000kg $6.18 per tonne, minimum $6.18; >2,000kg $15.82 per tonne. Parking Apron $13.64 per day (first day free); Casual Hangar Rental $25.45 per day, $123.64 per week.
YMAE	Murray/Mer Island Airport	QLD	Landing* $10.00 per tonne, minimum $10.00.
YMUL	Murrayfield Airport	WA	Landing* $15.00 per tonne, minimum $20.00; plus night surcharge $5.00 flat, minimum $25.00 (19:00-06:00).

Code	Name	State	Charge Rate (ex GST)
YMUR	Murwillumbah Airfield	NSW	Annual access rate available - see http://www.tweed.nsw.gov.au/Airfield . Landing* $15.36 flat.
YNBR	Narrabri Airport	NSW	Landing* <1,500kg $6.64 per landing, 1,500kg-4,999kg $14.7272 per tonne, 5,000kg-9,999kg $17.0909 per tonne, 10,000kg-20,000kg $18.00 per tonne, >20,000kg $20.00 per tonne; heli $6.73 flat; training circuits $4.09 flat. Parking >1,500kg $13.82 per day.
YNWN	Newman Airport	WA	Minimum monthly invoice $10.91. Landing* <=5,000kg $15.1818 per tonne, 5,001kg-9,999kg $24.60 per tonne, >=10,000kg $43.9272 per tonne . Parking <=5,000kg $12.11 flat per day, >5,000kg $3.0636 per tonne per day.
YBTI	Nguiu/Wurrumiyanga Airport Bathurst Island	NT	Landing $40.00 per tonne; heli <2,500kg $40.00 per tonne, >=2,500kg $51.00 per tonne. Minimum charge $40.00. After hours callout fee may apply.
YNGU	Ngukurr Airport	NT	Landing $23.6363 per tonne, minimum $68.18.
YNTN	Normanton Airport	QLD	Landing* $17.2727 per tonne, minimum $17.27.
YNSM	Norseman Airport	WA	Passenger charges apply. Landing $39.82 per tonne, minimum $39.82. After hours callout fee may apply.
YNPE	Northern Peninsula Airport (was YBAM)	QLD	Passenger charges apply for aircraft >5,000kg. Landing* $23.6363 per tonne, minimum $23.64. Parking $2.7272 per tonne per night.
YNUM	Numbulwar Airport	NT	Landing $23.6363 per tonne, minimum $68.18.
YOLW	Onslow Airport	WA	Landing* <=5,700kg $10.00 per tonne, minimum $10.00; 5,701kg-20,000kg $25.45 per tonne; >20,000kg $32.7272 per tonne. Parking GA apron $21.82 per night, main apron charges also apply.
YOOD	Oodnadatta Aerodrome	SA	Landing* $15.50 per tonne, minimum $21.00; heli $21.00 flat.
YORG	Orange Airport	NSW	Landing* <=2,000kg $6.00 per tonne, minimum $6.00; >2,000kg $14.14 per tonne.
YPAM	Palm Island Airport	QLD	Landing* Mon-Fri 06:00-18:00 $110 flat; all other times $330 flat.
YPUA	Palumpa Airport	NT	Landing* <9,000kg $22.90 per tonne, >=9,000kg $31.50 per tonne; heli <2,500kg $22.90 per tonne, >=2,500kg $31.50 per tonne. Minimum charge $22.90.
YPKS	Parkes Airport	NSW	Landing* <=2,000kg $5.9090 per tonne, minimum $5.91; >2,000kg $12.7272 per tonne.
YPEP	Peppimenarti Airport	NT	Landing* <9,000kg $22.90 per tonne, >=9,000kg $31.50 per tonne; heli <2,500kg $22.90 per tonne, >=2,500kg $31.50 per tonne. Minimum charge $22.90.
YPCE	Pooncarie Airport	NSW	Landing* $16.3636 per tonne; training circuits day rate (07:00-19:00) $38.18 per hour, night rate (19:00-07:00) $57.27 per hour.
YPAG	Port Augusta Airport	SA	Passenger charges may apply. Landing* heli $16.41 flat; others <3,000kg $10.4545 per tonne (minimum $10.45), 3,000kg-14,999kg $14.4090 per tonne, >=15,000kg $15.9090 per tonne.
YPKT	Port Keats Airport	NT	Landing* <9,000kg $22.90 per tonne, >=9,000kg $31.50 per tonne; heli <2,500kg $22.90 per tonne, >=2,500kg $31.50 per tonne. Minimum charge $22.90.
YPLC	Port Lincoln Airport	SA	Landing* >600kg $11.70 per tonne, minimum $11.70. Parking >600kg $1.90 per tonne per day, minimum $4.84 per day.
YPMQ	Port Macquarie Airport	NSW	Landing* $13.68 per tonne, minimum $13.68; training circuits outside defined training hours $21.82 per tonne, minimum $21.82.
YQNS	Queenstown Airport	TAS	Landing avgas $15.4545 per tonne, minimum $28.18; avtur $22.7272 per tonne, minimum $28.18; heli avgas $8.1818 per tonne, minimum $14.55; heli avtur $12.7272 per tonne, minimum $14.55.
YQDI	Quirindi Airport	NSW	Landing* $13.1818 per tonne.
YRED	Redcliffe Airport	QLD	Landing* $10.9090 per tonne, minimum $10.91; training $2.73 per circuit. Parking Sealed Areas $24.55 per day, $266.36 per month; Unsealed Area $20.00 per day, $187.27 per month.
YREN	Renmark Airport	SA	Landing* $14.0909 per tonne, minimum $14.09.
YRMD	Richmond Airport	QLD	Landing <5,700kg $11.8181 per tonne, minimum $11.82; >=5,700kg $16.3636 per tonne.
YROI	Robinvale Airport	VIC	Landing* <=5,700kg $10.27 flat, >5,700kg $12.4545 per tonne; training circuits $15.4545 per circuit.
YBRK	Rockhampton Airport	QLD	Minimum monthly invoice $27.27. Landing* <=4,000kg $6.36 per tonne, 4,001kg-90,000kg $13.64 per tonne, >90,000kg $20.00 per tonne . Parking Code A $8.18 per day, $51.82 per month; Parking Code B $15.45 per day, $105.45 per month.
YROM	Roma Airport	QLD	Landing 1,501kg-5,700kg $11.4545 per tonne, >5,700kg $18.1363 per tonne. Parking $7.7545 per tonne per day.
YRTI	Rottnest Island Airport	WA	Landing* $56.36 flat; discounted rate may apply for training. See https://www.ria.wa.gov.au/permits-and-fees/fees-and-charges . Parking $27.27 per day.

Code	Name	State	Charge Rate (ex GST)
YSBH	Sadies Beach Helipad	QLD	7% pa interest on overdue invoice(s). Passenger charges may apply. Landing* $16.8181 per tonne, minimum $16.82.
YSII	Saibai Island Airport	QLD	Landing* $10.00 per tonne, minimum $10.00.
YSCO	Scone Airport	NSW	Landing* <1,600kg $9.5454 per tonne or part thereof, 1,600kg-5,699kg $38.1818 per tonne or part thereof, 5,700kg-14,999kg $47.7272 per tonne or part thereof, >=15,000kg $5,000.00 flat; Emergency Services aircraft $334.09; training circuits $1.91 each. Parking $2.4090 per hour (first 12 hours free on hardstand/apron; first 48 hours free on grass).
YSHL	Shellharbour Airport	NSW	Landing* $15.7272 per tonne, minimum $15.68. Parking $8.0909 per tonne per day, minimum $8.14.
YSHT	Shepparton Airport	VIC	Landing* $11.1363 per tonne, minimum $11.14.
YSNK	Snake Bay/Milikapiti Airport Melville Is	NT	Landing $40.00 per tonne; heli <2,500kg $40.00 per tonne, >=2,500kg $51.00 per tonne. Minimum charge $40.00. After hours callout fee may apply.
YSCR	Southern Cross Airport ✓	WA	Passenger charges may apply. Landing* $15.91 per tonne or part thereof.
YSTH	St Helens Airport	TAS	Landing* $11.3636 per tonne.
YSPE	Stanthorpe Airport	QLD	Landing* $11.8181 per tonne, minimum $11.82.
YSRN	Strahan Airport	TAS	Landing avgas $15.4545 per tonne, minimum $28.18; avtur $22.7272 per tonne, minimum $28.18; heli avgas $8.1818 per tonne, minimum $14.55; heli avtur $12.7272 per tonne, minimum $14.55.
YKBY	Streaky Bay Airport ✓	SA	Landing $9.09 per tonne, minimum $9.09.
YBSU	Sunshine Coast Airport	QLD	Landing* <10,000kg $16.59 per tonne, >=10,000kg $16.96 per tonne, heli $12.28 per tonne; night rate (23:00-05:30) <10,000kg $45.24 per tonne, >=10,000kg $45.61 per tonne, heli $32.82 per tonne. Parking $6.40 per tonne per day; RPT Apron Parking $630.36 per day.
YSRT	Surat Airport	QLD	Landing 1,501kg-5,700kg $11.4545 per tonne, >5,700kg $18.1363 per tonne.
YSWH	Swan Hill Airport	VIC	Landing* <=5,700kg $10.27 flat, >5,700kg $12.4545 per tonne; training circuits $15.4545 per circuit.
YSTW	Tamworth Airport	NSW	Landing* $13.3636 per tonne (Avtur) or $9.9090 per tonne (non-Avtur). ILS approach $33.86 flat. Training circuits $3.3409 per tonne per circuit (Avtur) or $2.4772 per tonne per circuit (non-Avtur), minimum $4.91 for each circuit. Parking GA Apron $6.36 per night; GA Grass $4.50 per night; IFTT $9.09 per night; GA PaPa Bays 1-3 $13.63 per night; GA Bays 10-14 $13.63 per night; RPT Apron <10,000kg $168.77 per day or part day, >= 10,000kg $392.28 per day or part day.
YTAA	Tara Aerodrome	QLD	Passenger charges apply for aircraft >=5,000kg. Landing* <=5,700kg $9.0909 per tonne, minimum $9.09. Parking charges may apply.
YTAM	Taroom Airport	QLD	Passenger charges apply for aircraft >2,000kg. Landing* 1,501kg-4,000kg $8.82 per tonne, 4,001kg-20,000kg $15.09 per tonne, >20,000kg $23.18 per tonne; training circuits >=1,500kg $2.18 per tonne.
YTEF	Telfer Airport	WA	Landing* $15.00 per tonne. Call out fee (18:00-06:00) $80.00.
YTNK	Tennant Creek Airport	NT	See https://www.tennantcreekairport.com.au/business/aviation for conditions of use. Landing* $38.67 per tonne, minimum $38.67.
YTNG	Thangool Airport	QLD	Passenger charges apply for aircraft >2,000kg. Landing* 1,501kg-4,000kg $6.64 per tonne, 4,001kg-20,000kg $12.00 per tonne, >20,000kg $17.09 per tonne; training circuits >=1,500kg $2.18 per tonne.
YTDR	Theodore Airport	QLD	Passenger charges apply for aircraft >2,000kg. Landing* 1,501kg-4,000kg $6.64 per tonne, 4,001kg-20,000kg $12.00 per tonne, >20,000kg $17.09 per tonne; training circuits >=1,500kg $2.18 per tonne.
YUPG	Urapunga Airport	NT	Landing $23.6363 per tonne, minimum $68.18.
YSWG	Wagga Wagga Airport	NSW	Landing* $15.31 per tonne; heli $7.67 per tonne; ILS approach $31.60 flat.
YWKI	Waikerie Airport	SA	Landing* $14.0909 per tonne, minimum $14.09.
YWBS	Warraber Island Airport	QLD	Landing* $10.00 per tonne, minimum $10.00.
YWBL	Warrnambool Airport	VIC	Landing* $11.8181 per tonne, minimum $11.82.
YWCK	Warwick Airport	QLD	Landing* $11.8181 per tonne, minimum $11.82.
YWEL	Wellington Airport - Bodangora	NSW	Landing* $10.00 per tonne; training circuits $2.50 per tonne.
YWTO	Wentworth Airport	NSW	Landing* $16.3636 per tonne; training circuits day rate (07:00-19:00) $38.18 per hour, night rate (19:00-07:00) $57.27 per hour. Parking $11.82 per day or part day.
YWSL	West Sale Airport	VIC	Landing >1,550kg $9.3181 per tonne.
YWWL	West Wyalong Airport	NSW	Landing >1,250kg $13.6363 per tonne, night rate (19:00-07:00) $25.4545 per tonne.

Code	Name	State	Charge Rate (ex GST)
YBPN	Whitsunday Coast Airport	QLD	Landing* <=2,000kg $12.02 per tonne, minimum $12.02; >2,000kg $17.17 per tonne. Parking on heavy aircraft apron $42.80 per tonne per day, minimum $42.80; GA apron <=2,000kg $9.78 per tonne per day, >2,000kg $17.12 per tonne per day.
YWHA	Whyalla Airport	SA	Landing* <=5,700kg $13.00 per tonne, minimum $13.00; >5,700kg $15.3636 per tonne.
YWMC	William Creek Airport	SA	Landing* $12.00 per tonne, minimum $15.00. Note: YWMC not registered for GST.
YWLU	Wiluna Airport	WA	11% pa interest on overdue invoice(s). Passenger charges apply. Landing <1,501kg $14.55 flat; 1,501 - 5,700kg $19.09 per tonne, night rate (18:00-06:00) $49.09 per tonne; >5,700kg $76.36 per tonne, night rate (18:00-06:00) $193.64 per tonne.
YRAK	Wurankuwu Airport - Bathurst Island	NT	Landing $40.00 per tonne; heli <2,500kg $40.00 per tonne, >=2,500kg $51.00 per tonne. Minimum charge $40.00. After hours callout fee may apply.
YWYM	Wyndham Airport ✓	WA	Landing* <=5,700kg $20.00 per tonne, >5,700kg $28.6363 per tonne; heli $15.00 per tonne.
YYMI	Yam Island Airport	QLD	Landing* $10.00 per tonne, minimum $10.00.
YYRM	Yarram Airport	VIC	Landing >1,550kg $4.6363 per tonne.
YYKI	Yorke Island Airport	QLD	Landing* $10.00 per tonne, minimum $10.00.

Printed at: 2025-04-02 12:33:44.

To contact Avdata Australia, visit www.avdata.com.au, email mail@avdata.com.au or phone +61 2 6262 8111.

AVDATA AUSTRALIA

Airport Billing Service

Standard fee schedule - Effective 1 July 2025[1]

Note that fees and charges listed below apply only to clients of Avdata's standard Billing Service. Minimum fees may apply if a large proportion of aircraft traffic is exempt from billing or if revenue billed through Avdata is low. Different rates may apply for non-standard or non-billing services.

Name	Charge (ex-GST)[1]	Description
Billed revenue component	*Charges billed* — *Fee* First $1,000 — 7% Next $2,000 — 6% Next $2,000 — 5% Next $45,000 — 4% Next $50,000 — 3% Next $100,000 — 2% Over $200,000 — POA	Applies to all clients for whom Avdata bills airport charges. Calculated on the combined total value (ex-GST) of all charges (including runway usage, parking, PAX etc) invoiced to your customers in the given billing month.
Aircraft component	*Normal usage charge* — *Fee* First $1.00 — 75% Next $2.00 — 50% Next $2.00 — 25% Next $5.00 — 10% Over $10.00 — 5%	Applies to all clients for whom Avdata bills airport parking or landing and usage charges. Calculated on the single highest airport usage charge (ex-GST) billed for each aircraft in the month. (Does not apply to services for which the 'Supplementary processing component' applies, eg PAX or usage permit charges).
Supplementary processing component	$114.00 per hour	Applies only to clients using particular customised services (eg billing for passenger charges or usage permits). This fee covers time required to obtain data and/or process certain types of customer charges, as agreed with you from time to time.
Airservices flight data fee	$0.51 per line	Applies to all clients for whom Avdata bills airport charges. This is the cost of obtaining flight data for your airport from Airservices Australia. Each line of data sent by Airservices is charged, whether or not this results in a charge to a customer under the Charge Rules you specify to us.
Internet transfer, data handling and archiving fee	$0.20 per MB (to maximum of $30.00 in any month)	Applies to clients who supply audio data from the airport to Avdata. Note that a different rate will apply for clients requiring a SIM card from Avdata.
Transcription fee	$0.93 per minute of transcriber time	Applies to clients requiring transcription of data from audio files.
ABR rental	Freight plus $200 per month	Most often used for short-term audio data collection (eg for a trial). For longer term use it is likely to be more cost-effective to buy the recording equipment – refer to Avdata for details.
Credit card processing fee	Fee applies for each credit card payment processed	Covers bank charges associated with accepting credit card payments from customers.

[1]Listed charges are current at printing date of 17 June 2025 and are subject to change at any time without notice. Annual review of fees and thresholds will occur on 1 July each year, with increases to be applied in line with Australian CPI and costs to Avdata.

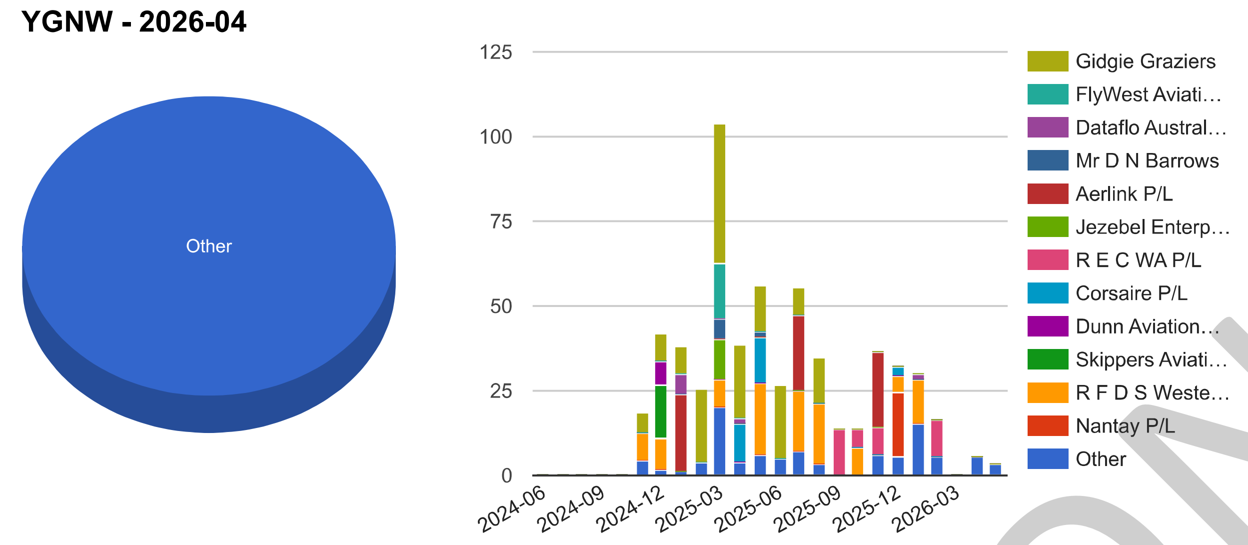
Avdata Pty Ltd ABN: 25 008 556 723 **Mail:** PO Box 877 Mitchell ACT 2911 Australia
Tel: (02) 6262 8111 **Email:** mail@avdata.com.au **Web:** www.avdata.com.au

ATTACHMENT 5

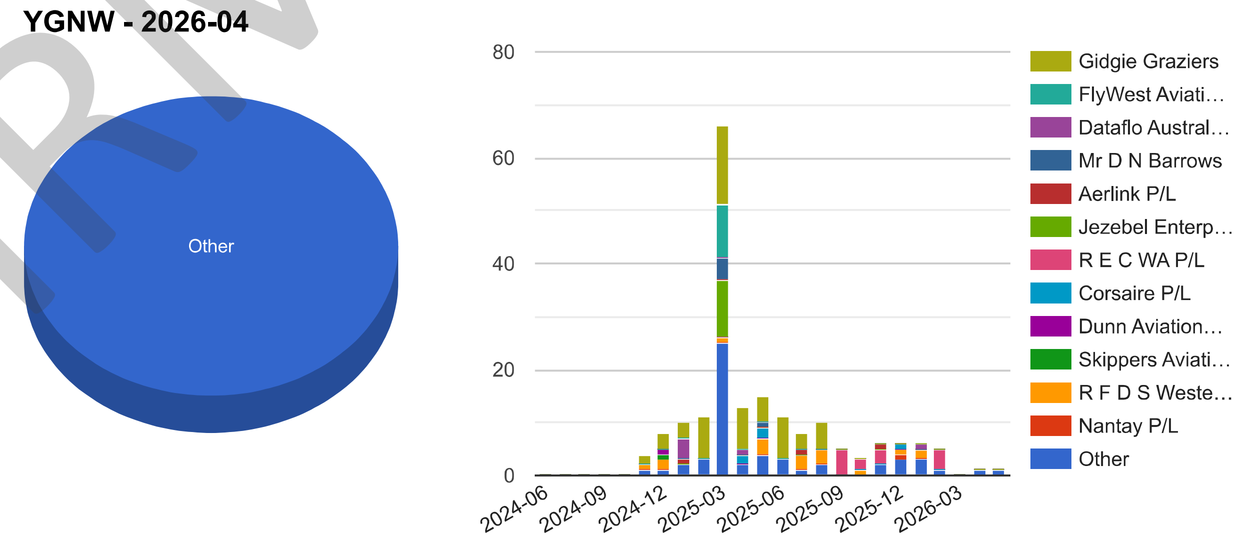
YGNW - 2026-04

Choose Month
2026-04

Landed tonnage (t) by Customer
Single graph

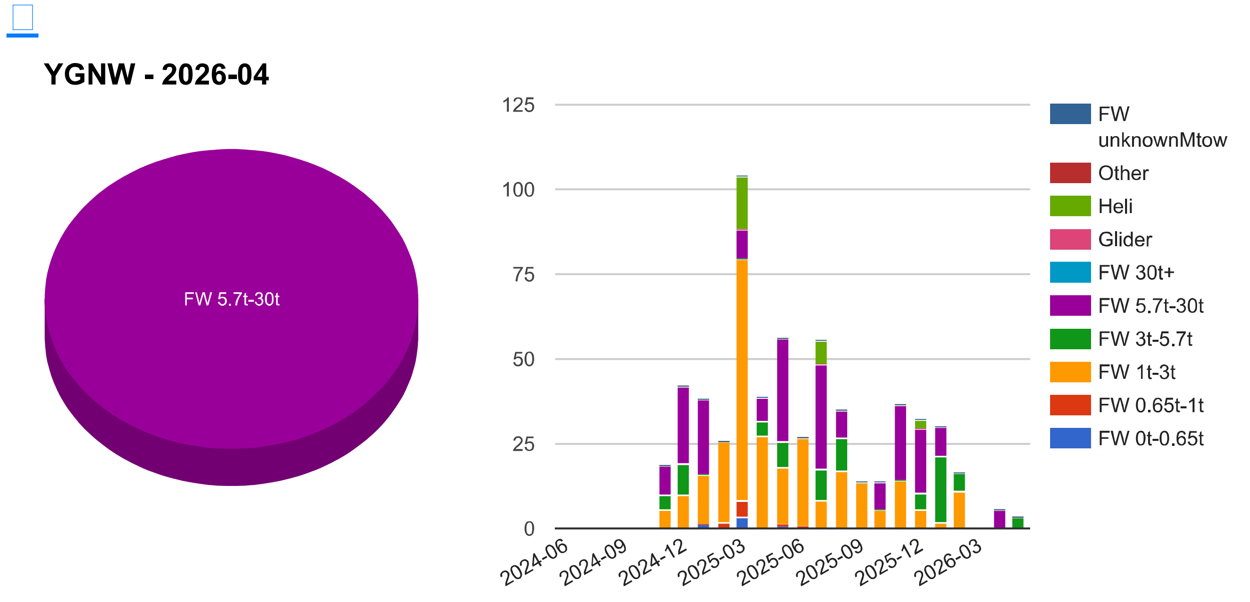


Num landings by Customer
Single graph



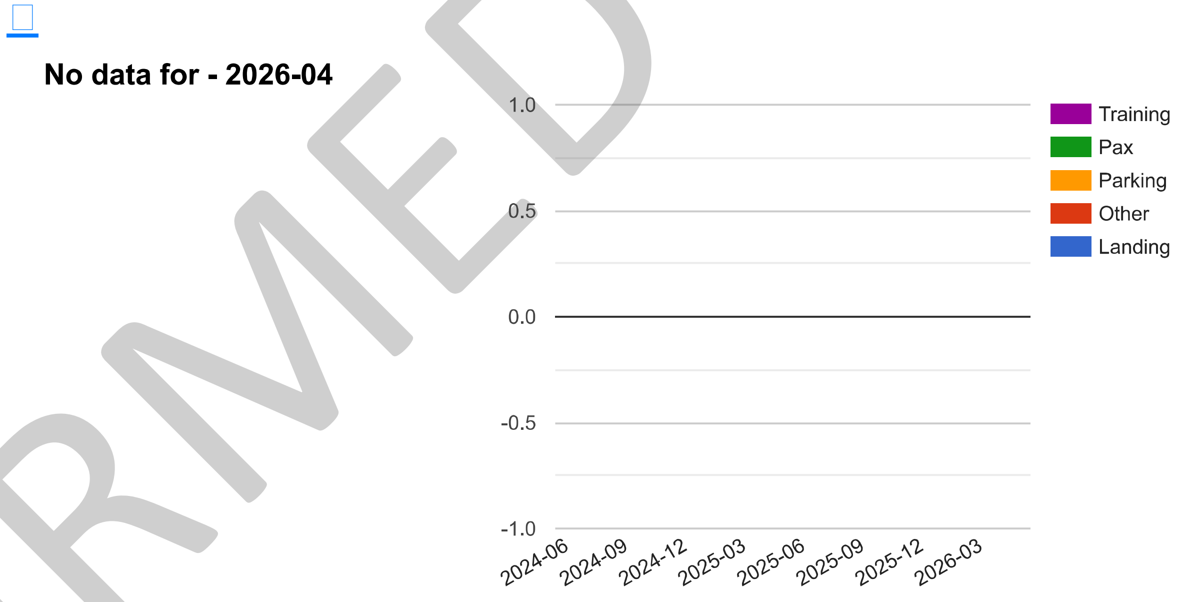
Landed tonnage (t) by Aircraft category

Single graph



Total PAX and airport usage charges ($ ex-GST) by Usage

Single graph



11.2	POLICIES REVIEW AUGUST 2026
Location:	Shire of Gnowangerup
Proponent:	N/A
Date of Report:	27th July 2026
Business Unit:	Strategy & Governance
Responsible Officer:	David Nicholson – Chief Executive Officer
Author:	Anita Finn – Senior Executive Assistant and Governance Officer
Disclosure of Interest:	Nil

ATTACHMENTS

- Draft Council Briefing Session / Workshop Protocols Policy (2.14)
- Existing Legislative Compliance Policy (2.12)
- Draft Legislative Compliance Policy (2.12)

PURPOSE OF THE REPORT

For Council to consider and adopt the reviewed policies:

- Council Briefing Session /Workshop Protocols Policy (2.14)
- Legislative Compliance Policy (2.12)

BACKGROUND

Policies are formal documents that guide staff and Elected Members in the considerations to be applied when dealing with specific matters. They represent the discretionary aspect of a local government's decision-making framework, enabling Council to determine policy-level positions, while implementation and day-to-day operational delivery remain the responsibility of staff. Policies may be amended (modified) or revoked (deleted or replaced) when circumstances require.

There is no statutory requirement for Council to adopt or periodically review its policies unless a specific legislative provision mandates it.

COMMENTS

All policies should be reviewed regularly to make sure they remain current and continue to reflect the correct legislation.

Proposed key changes to the 'Council Briefing Session /Workshop Protocol Policy (2.14)'

- **The Council Briefing Agenda Session has been incorporated into the policy.**

Clause 1 - Scope

A Scope section has been added to identify and list the meetings conducted under this policy.

Clause 2 - Purpose and Schedule of meetings under this policy

This new clause details the purpose and regular schedule for each meeting under clause 1 individually.

Clause 3 (previously Clause 1) - Meeting Protocols

- Clauses 1.7 to 1.9 and 1.12 have been deleted as they no longer align with current practice.
- Clause 1.13 has been amended to clarify the current process whereby attendees who have disclosed an interest in a matter under discussion may remain in the meeting.

Proposed changes to the 'Legislative Compliance Policy (2.12)'

When the policy was originally adopted in August 2019, several legislative compliance initiatives were identified as future actions. Since that time, several of these initiatives have been implemented and embedded within Shire's governance and compliance framework. As a result, the policy has been comprehensively reviewed to reflect current practices, responsibilities, and compliance processes.

Examples of measures that have been implemented since the policy was first adopted include:

- Introduction of Audit Progress Reports, Non-Compliance Reports, Cyber Security reporting, and the Workplace Health and Safety Action Tracker, which are reported to the Audit, Risk and Improvement Committee.
- Establishment of the Risk Management and Governance Officer position.
- Development and implementation of a staff Training Matrix.
- Regular reporting to Council on the progress of the Corporate Business Plan and Workforce Plan.

All changes to the previous policies are highlighted in the attached draft policies. After the endorsement by Council the policies will be cleared of markups for the public policies.

CONSULTATION

Councillor Agenda Briefing Meeting on 05 August 2026.

LEGAL AND STATUTORY REQUIREMENTS

Section 2.7(2) (b) of the Local Government Act 1995 requires that Council determines the local government's policies.

> *2.7. Role of council*
>
> > *2) Without limiting subsection (1), the council is to —*
> >
> > > *(a) oversee the allocation of the local government's finances and resources; and*
> > >
> > > ***(b) determine the local government's policies.***

POLICY IMPLICATIONS

The review of Council's policies has resulted in amendments to the policy content.

FINANCIAL IMPLICATIONS

Nil.

STRATEGIC IMPLICATIONS

As per Council Plan 2025 – 2035.

Theme	Leadership and Governance.
Strategy	4.1. Effectively represent, promote and advocate for the benefit of our community and district. 4.1.1 Provide strategic leadership and advocate on behalf of the community.

STRATEGIC RISK MANAGEMENT CONSIDERATIONS

This item has been evaluated against the current Council approved Risk Management Register.

Risk Description	**Not to adopt the reviewed policies.**
Primary Strategic Risk Category	Adverse Regulatory Change.
Primary Strategic Risk Category Description	Potential changes to the regulatory landscape that will have an adverse effect on the Shire's ability to maintain compliance.
Consequence: *(Insignificant, Minor, Moderate, Major, Catastrophic)*	Catastrophic.
Likelihood: *(Almost, Certain, Likely, Possible, Unlikely, Rare)*	Possible.

IMPACT ON CAPACITY

Nil.

ALTERNATE OPTIONS AND THEIR IMPLICATIONS

Council may choose not to approve the amended policies which may create inconsistency with legislative intent and governance principle.

CONCLUSION

The adoption of the amended policies will ensure that Shire's policy framework remains clear, relevant, and aligned with current legislative and operational requirements. The recommended changes support good governance, improve accountability, minimise the risk of role confusion, and provide greater consistency in organisational processes and decision-making.

VOTING REQUIREMENTS

Simple Majority.

<u>COUNCIL RESOLUTION</u>

MOVED: Cr R Kiddle SECONDED: Cr J Hemley

0826.03 That Council:

1. ADOPTS the following revised policies:
- **Council Briefing Session /Workshop Protocols Policy (2.14)**
- **Legislative Compliance Policy (2.12)**

2. AUTHORISES the CEO to place a copy of these amended policies on the Shire's website.

UNANIMOUSLY CARRIED:6/0

FOR: Cr K O'Keeffe, Cr P Callaghan, Cr R Miniter, Cr R O'Meehan, Cr J Hemley, Cr R Kiddle

AGAINST: Nil

COUNCIL BRIEFING SESSION / WORKSHOP PROTOCOLS POLICY

Objective

To provide a functional, transparent and legally compliant meeting framework that engages elected members in policy and strategy development, and to facilitate the opportunity for elected members to explore concepts and ideas with the assistance and collaboration of Council Officers.

1. Scope

This policy applies to:

- Council Agenda Briefings
- Information Briefings
- Councillor and Executive Workshops

2. Purpose and Schedule of meetings under this policy

2.1 Council Agenda Briefings

Purpose
Council Agenda Briefings are informal sessions held to brief Councillors on matters listed for consideration at an upcoming Ordinary Council Meeting. Agenda Briefings provide an opportunity for Councillors to seek clarification and obtain additional information prior to formal consideration of agenda items. Agenda Briefings do not constitute a formal meeting of Council and no decisions, resolutions, motions or votes may be made.

Schedule
Council Agenda Briefings are generally held on the second Wednesday of each month, unless otherwise determined.

2.2 Information Briefing Sessions

Purpose
Information Briefing Sessions are informal sessions designed to keep Councillors informed about Shire operations, projects, service delivery and other matters relevant to the functions of the local government. Sessions include reports from Shire Officers and may include presentations from internal and external stakeholders. Information Briefing Sessions are for information and discussion purposes only and do not constitute a formal decision-making forum.

Schedule
Information Briefing Sessions are generally held on the fourth Wednesday of each month, unless otherwise determined.

2.3 Councillor and Executive Workshops

Purpose

Councillor and Executive Workshops are informal forums that provide an opportunity for Councillors and the Shire Officers to discuss emerging matters. Workshops may include presentations from internal or external stakeholders. Workshops are intended to facilitate information sharing, discussion and feedback. No decisions, resolutions, motions or votes may be made at a workshop.

Schedule

Councillor and Executive Workshops are generally held on the second Wednesday of each month, unless otherwise determined.

~~1~~ 3. ~~Council Briefing Session~~ Meeting Protocols

~~1.1~~ 3.1 Meetings conducted under this policy ~~Council Briefing Sessions / Workshops~~ are intended to provide all Councillors with the opportunity to have detailed discussion on ideas and concepts for the betterment of the Shire. These meetings ~~Council Briefing Sessions / Workshops~~ allow Councillors the opportunity to provide direction to the CEO on how best to progress Council initiatives.

~~1.2~~ 3.2 Where a particular Council idea or concept is considered worthy of detailed Council discussion and/or deliberation, a Council Briefing Session / Workshop may be established at the discretion of the Council.

~~1.3~~ 3.3 The Shire President shall preside at all Council meetings conducted under this policy ~~Council Briefing Sessions / Workshops~~.

~~1.4~~ 3.4 In the Shire President's absence, the Deputy Shire President shall preside at all Council meetings conducted under this policy ~~Council Briefing Sessions / Workshops~~.

~~1.5~~ 3.5 In the absence of both the Shire President and the Deputy Shire President, Councillors in attendance at the meetings conducted under this policy ~~Council Briefing Sessions / Workshops~~ shall elect a Councillor to preside.

~~1.6~~ 3.6 Shire staff will, if requested to do so, prepare a discussion paper which addresses all salient matters pertaining to the idea or concept to assist a meeting conducted under this policy ~~Council Briefing Sessions / Workshops~~ in its deliberations.

~~1.7 Where a Discussion Paper is produced for presentation at a Council Briefing Session / Workshop, a Consensus Outcome shall be recorded in a Council Briefing Session / Workshop Outcomes Schedule.~~

~~1.8 Any consensus outcome arising as a consequence of the presentation of a Discussion Paper to a Council Briefing Sessions / Workshops shall be tabled at the next available~~

~~Council Meeting in the form of an Agenda Item, with the resultant staff recommendation reflecting the Consensus Outcome.~~

~~1.9~~ ~~Where, at a Council Briefing Session / Workshop, a deputation from a community representative or group is accommodated, a summary of the outcomes arising from a deputation shall be recorded in the resultant Council Briefing Session / Workshop Outcomes Schedule.~~

~~1.10~~ 3.7 Meetings conducted under this policy ~~Council Briefing Sessions / Workshops~~ are ~~will be~~ generally not open to the public unless the Presiding Member determines otherwise.

~~1.11~~ 3.8 No formal decisions will be made at meetings conducted under this policy~~at Council Briefing Sessions / Workshops. All outcomes arising from~~ ~~these meetings~~ ~~Council Briefing Sessions / Workshops will be by consensus agreement amongst Councillors.~~

~~1.12~~ ~~No discussion of any nature will be permitted at Council Briefing Sessions / Workshops on any matter listed for deliberation on the Agenda prepared for the immediately following Council Meeting.~~

~~1.13~~ 3.9 Attendees ~~Elected Members, employees, consultants and other participants~~ shall disclose their financial interests and other prescribed interests in matters to be discussed at meetings conducted under this policy ~~at a Council Briefing Session / Workshop. Should a person disclose an interest, they must leave the Briefing Session / Workshop for the discussion of the item.~~

COMPLIANCE REQUIREMENTS

Legislation / Documents	• Local Government Act 1995 • Local Government (Administration) Regulations 1996

DOCUMENT CONTROL

STRATEGY & GOVERNANCE	
Policy Number	**2.14**
Responsible Officer	~~Senior Governance and Risk Management Officer~~ Chief Executive Officer
Initial Council Adoption	28 August 2019
Review Dates	31 August 2023 (approved by Council 27 September 2023) 15 July 2026
Next Review Due	31 August 2028 This policy will be reviewed every two years or more often where circumstances require.

LEGISLATIVE COMPLIANCE POLICY

Objective

To provide a policy framework for the establishment of documented processes and procedures to ensure the local government complies with legislative requirements.

1.0 General

The local government will have appropriate processes and structures in place to ensure that legislative requirements are achievable and are integrated into the operations of the local government.

These processes and structures will aim to:-

(a) Develop and maintain a system for identifying the legislation that applies to the Shire's activities.

(b) Assign responsibilities for ensuring that legislation and regulatory obligations are fully implemented.

(c) Provide training for relevant staff, Councillors, volunteers and other relevant people in the legislative requirements that affect them.

(d) Provide people with the resources to identify and remain up-to-date with new legislation.

(e) Establish a mechanism for reporting non-compliance.

(f) Review accidents, incidents and other situations where there may have been non-compliance.

(g) Review audit reports, incident reports, complaints and other information to assess how the systems of compliance can be improved.

2.0 Roles and Responsibilities

(a) Councillors and Committee Members

Councillors and Committee members have a responsibility to be aware and abide by legislation applicable to their role.

(b) Senior Management

Senior Management should ensure that directions relating to compliance are clear and unequivocal and that legal requirements which apply to each activity for which they are responsible are identified. Senior Management should have systems in place to ensure that all staff are given the opportunity to be kept fully informed, briefed and/or trained about key legal requirements relative to their work within the financial capacity to do so.

(c) Employees

Employees have a duty to seek information on legislative requirements applicable to their area of work and to comply with the legislation.

Employees shall report through their supervisors to Senior Management any areas of non-compliance that they become aware of.

3.0 Implementation of Legislation

The local government will have procedures in place to ensure that when legislation changes, steps are taken to ensure that future actions comply with the amended legislation.

COMPLIANCE REQUIREMENTS

Legislation / Documents	• Local Government Act 1995 (As Amended) – Section 6.5. • Local Government Act 1995 (As Amended) – Section 7.13. • Regulation 5, Local Government (Financial Management) Regulations 1996 • Regulation 17, Local Government (Audit) Regulations 1996

DOCUMENT CONTROL

STRATEGY & GOVERNANCE	
Policy Number	**2.12**
Responsible Officer	Senior Governance and Risk Management Officer
Initial Council Adoption	28 August 2019
Review Dates	31 August 2023 (approved by Council 27 September 2023)
Next Review Due	31 August 2026 This policy will be reviewed every three years or more often where circumstances require.

LEGISLATIVE COMPLIANCE POLICY

Objective

To establish a framework that promotes and supports compliance with all applicable legislative, regulatory and statutory obligations of the Shire of Gnowangerup and to foster a culture of accountability, ethical conduct, continuous improvement and good governance.

1. Policy Statement

The Shire of Gnowangerup is committed to conducting its operations in accordance with all applicable legislation, regulations, local laws, standards, permits, licences and other statutory obligations. The Shire will maintain systems and processes to identify, monitor and manage compliance obligations and will take appropriate action where instances of non-compliance are identified.

2. Principles

- Maintain awareness of legislative and statutory obligations.
- Maintain systems, registers, controls and procedures to support compliance.
- Allocate responsibility for compliance obligations.
- Provide appropriate training and information.
- Promote reporting of compliance issues and risks.
- Monitor compliance through reporting, reviews and audits.
- Investigate non-compliance and implement corrective actions.
- Review and improve compliance systems continuously.

3. Responsibilities

3.1 Council

- Setting the governance framework for legislative compliance.
- Reviewing outcomes of the annual Compliance Audit Return and significant compliance matters.

3.2 Audit, Risk and Improvement Committee (ARIC)

- Monitoring compliance risks and controls.
- Reviewing the Compliance Audit Return and reporting to Council.

3.3 Chief Executive Officer

- Ensuring adequate systems and resources are established.

- Promoting a culture of compliance.

3.4 Executive Leadership Team and Managers

- Identifying obligations and implementing controls.
- Ensuring employees receive appropriate training.

3.5 Employees, Contractors and Volunteers

- Complying with obligations relevant to their role.
- Reporting known or suspected non-compliance.

3.6 Elected Members

- Complying with obligations applicable to their role.
- Undertaking mandatory and relevant governance training.

4. Compliance Framework

- Compliance Audit Return processes
- Risk Management Framework
- Corporate policies and procedures
- Training and awareness programs
- Compliance reporting mechanisms
- Annual Compliance Calendar
- Non-Compliance and Audit reports (ARIC)
- Legislative Change Register
- Internal audit and review programs

5. Reporting Non-Compliance

Actual or suspected non-compliance should be reported to the relevant manager as soon as practicable. The Shire will assess, investigate, implement corrective actions and report significant matters through appropriate governance channels.

6. Monitoring and Review

The Shire will periodically review compliance risks, obligations, controls and performance to ensure the effectiveness of its legislative compliance framework and support continuous improvement.

7.0 Implementation of Legislation

The local government has ~~will have~~ procedures in place to ensure that when legislation changes, steps are taken to ensure that future actions comply with the amended legislation.

COMPLIANCE REQUIREMENTS

Legislation / Documents	• Local Government Act 1995 (As Amended) – Section 6.5. • Local Government Act 1995 (As Amended) – Section 7.13. • Regulation 5, Local Government (Financial Management) Regulations 1996 • Regulation 17, Local Government (Audit) Regulations 1996

DOCUMENT CONTROL

STRATEGY & GOVERNANCE	
Policy Number	**2.12**
Responsible Officer	~~Senior Governance and Risk Management Officer~~ Chief Executive Officer
Initial Council Adoption	28 August 2019
Review Dates	31 August 2023 (approved by Council 27 September 2023) 31 July 2026
Next Review Due	31 August 2031 This policy will be reviewed every ~~three~~ five years or more often where circumstances require.

11.3	2025 COMPLIANCE AUDIT RETURN
Location:	N/A
Proponent:	N/A
Date of Report:	24th July 2026
Business Unit:	Governance and Strategy
Responsible Officer:	Thomas Gorman – Deputy Chief Executive Officer
Author:	Peter Wall – Project, Risk Management and Procurement Officer
Disclosure of Interest:	Nil

ATTACHMENTS

- 2025 Compliance Audit Return – Shire of Gnowangerup.

PURPOSE OF THE REPORT

For Council to accept the recommendation of the Audit, Risk and Improvement Committee Meeting held on 22nd July 2026 to adopt the 2025 Compliance Audit Return.

BACKGROUND

The Audit, Risk and Improvement Committee met on 22nd July 2026 and made the following recommendation to Council;

Moved: Cr P Callaghan ***Seconded: Cr R Miniter***

ARIC0726.06 That the Audit, Risk and Improvement Committee

- ***Accepts the Compliance Audit Return for the period 1st January 2025 to 31st December 2025 and recommends adoption by Council.***

UNANIMOUSLY CARRIED 8/0

FOR: ***Independent Presiding Member E Onn, Cr K O'Keeffe, Cr R O'Meehan, Cr M Creagh, Cr R Kiddle, Cr P Callaghan, Cr R Miniter, Cr J Hemley***

AGAINST: ***Nil***

COMMENTS

The 2025 Compliance Audit Return was completed by staff in June 2026.

The findings of this Audit will be integrated into the Audit Finding Register, which will be presented to ARIC at the next Audit, Risk and Improvement Committee Meeting.

CONSULTATION WITH THE COMMUNITY AND GOVERNMENT AGENCIES

Audit, Risk and Improvement Committee at the Audit, Risk and Improvement Committee Meeting on 22nd July 2026.

LEGAL AND STATUTORY REQUIREMENTS

Local Government (Audit) Regulations 1996
Regulation 14. Compliance audits by local governments

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

POLICY IMPLICATIONS

Nil.

FINANCIAL IMPLICATIONS

Nil.

STRATEGIC IMPLICATIONS

As per Integrated Strategic Plan.

Theme	Our Organisation
Community Priority	Forward planning and implementation of plans to achieve strategic objectives

STRATEGIC RISK MANAGEMENT CONSIDERATIONS

This item has been evaluated against the current Council approved Risk Management Register.

Risk Description	**Not to accept the 2025 Compliance Annual Return.**
Primary Strategic Risk Category	Adverse Regulatory Change.
Primary Strategic Risk Category Description	• Investigation of Council for non-compliance. • Litigation. • Reputational damage.
Consequence: *(Insignificant, Minor, Moderate, Major, Catastrophic)*	Catastrophic.
Likelihood: *(Almost, Certain, Likely, Possible, Unlikely, Rare)*	Possible.

IMPACT ON CAPACITY
Nil.

ALTERNATE OPTIONS AND THEIR IMPLICATIONS
Nil.

CONCLUSION
The recommendation has been made to ensure compliance with the Local Government Act and Regulations.

VOTING REQUIREMENTS
Simple Majority

COUNCIL RESOLUTION

MOVED: Cr R O'Meehan SECONDED: Cr R Miniter

0826.04 That Council:

1. ADOPTS the 2025 Compliance Audit Return for the period 1st January 2025 to 31st December 2025, and

2. AUTHORISES the CEO and/or delegated officer to submit the 2025 Compliance Audit Return to the Department of Local Government, Industry Regulation and Safety.

UNANIMOUSLY CARRIED:6/0

FOR: Cr K O'Keeffe, Cr P Callaghan, Cr R Miniter, Cr R O'Meehan, Cr J Hemley, Cr R Kiddle

AGAINST: Nil

Local Government Inspector

GOVERNMENT OF WESTERN AUSTRALIA

2025 Compliance Audit Return

Local Government Authority: The Shire of Gnowangerup

Local Government Act 1995

s. 2.29

Has every person elected or appointed to a mayor, president, deputy, or councillor role made the required declaration in the prescribed form before a prescribed person, prior to acting in the office?

Response: Yes

s. 3.16

Has the local government reviewed local laws, which have not been reviewed in the previous 8 years, to ensure compliance with Schedule 9.3, Clause 65?

Response: No

Comments: No - a review is planned to be completed by 6th December 2026. The review process was initiated in June 2026.

s.3.57

Subject to Local Government (Functions and General) Regulations 1996, regulation 11(2), did the local government invite tenders for all contracts for the supply of goods or services where the consideration under the contract was, or was expected to be, worth more than the consideration stated in regulation 11(1) of the Regulations?

Response: No

Comments: No - two instances of non-compliance were found to have occurred and were brought before the Audit, Risk and Improvement Committee on March 25th, 2026. The first instance was in relation to Gardening Services, and the second was in regard to Accounting Services.

s. 3.58(3)

Where the local government disposed of property other than by public auction or tender, did it dispose of the property in accordance with section 3.58(3) of the Local Government Act 1995 (unless section 3.58(5) applies)?

Response: N/A

Comments: N/A - for property, land and buildings. Plant and vehicles sold by public auction or tender.

s. 3.58(4)

Where the local government disposed of property under section 3.58(3) of the Local Government Act 1995, did it provide details, as prescribed by section 3.58(4) of the Act, in the required local public notice for each disposal of property?

Response: Yes

Comments: N/A - for property, land and buildings. Yes for vehicles - 7 sold by Expression of Interest with details provided in the required local public notice.

s. 3.59(2)(a)

Has the local government prepared a business plan for each major trading undertaking that was not exempt in 2025?

Response: N/A

s. 3.59(2)(b)

Has the local government prepared a business plan for each major land transaction that was not exempt in 2025?

Response: N/A

s. 3.59(2)(c)

Has the local government prepared a business plan before entering into each land transaction that was preparatory to entry into a major land transaction in 2025?

Response: N/A

s. 3.59(4)

Has the local government complied with public notice and publishing requirements for each proposal to commence a major trading undertaking or enter into a major land transaction or a land transaction that is preparatory to a major land transaction for 2024?

Response: N/A

s. 3.59(5)

During 2025, did the council resolve to proceed with each major land transaction or trading undertaking by absolute majority?

Response: N/A

s. 5.16 (1)

Were all delegations to committees resolved by absolute majority?

Response: Yes

s. 5.16 (2)

Were all delegations to committees in writing?

Response: Yes

s. 5.17

Were all delegations to committees within the limits specified in section 5.17 of the Local Government Act 1995?

Response: Yes

s. 5.18

Were all delegations to committees recorded in a register of delegations?

Response: Yes

s. 5.36(4) and s. 5.37(3)

Were all CEO and/or senior employee vacancies advertised in accordance with Local Government (Administration) Regulations 1996, regulation 18A?

Response: N/A

s. 5.37(2)

Did the CEO inform council of each proposal to employ or dismiss senior employee?

Response: N/A

Where council rejected a CEO's recommendation to employ or dismiss a senior employee, did it inform the CEO of the reasons for doing so?

Response: N/A

s. 5.39B

Has the local government adopted and maintained model standards that incorporate the prescribed model standards within required timeframes (including amendments), ensured adoption by absolute majority, published an up-to-date version on its official website, and avoided including any inconsistent additional provisions?

Response: Yes

s. 5.42

Were all delegations to the CEO resolved by an absolute majority?

Response: Yes

Were all delegations to the CEO in writing?

Response: Yes

s. 5.43

Did the powers and duties delegated to the CEO exclude those listed in section 5.43 of the Local Government Act 1995?

Response: Yes

s. 5.44(2)

Were all employees delegated authority by the CEO under Section 5.44(1), issued with a written instrument of delegation?

Response: Yes

s. 5.45(1)(b)

Were all decisions by the Council to amend or revoke a delegation made by absolute majority?

Response: Yes

s. 5.46

Has the CEO kept a register of all delegations made under Division 4 of the Act to the CEO and to employees?

Response: Yes

Were all delegations made under Division 4 of the Act reviewed by the delegator at least once during the 2024/2025 financial year?

Response: Yes

Did all persons exercising a delegated power or duty under the Act keep, on all occasions, a written record in accordance with Local Government (Administration) Regulations 1996, regulation 19?

Response: Yes

s. 5.50

If the local government paid a finishing employee an amount in addition to their entitlement, did the local government follow a policy it had adopted and published on its website outlining the circumstances in relation to payments made to terminated employees?

Response: Yes

Comments: Yes - the Shire followed our Employee Recognition Gratuity Policy published on our website.

If the local government made a payment to a finishing employee that is more than the amount set out in the policy, was local public notice given?

Response: N/A

Comments: The payment was not more than the amount set out in the policy.

s. 5.51A

Has the CEO prepared and implemented a code of conduct to be observed by employees of the local government?

Response: Yes

Has the CEO published an up-to-date version of the code of conduct for employees on the local government's website?

Response: Yes

s. 5.67

Where a council member disclosed an interest in a matter and did not have participation approval under sections 5.68 or 5.69 of the Local Government Act 1995, did the council member ensure that they did not remain present to participate in discussion or decision making relating to the matter?

Response: Yes

s. 5.68(2)

Were all decisions regarding participation approval in relation to Section 5.68(2), including the extent of participation allowed and, where relevant, the information required by the Local Government (Administration) Regulations 1996 regulation 21A, recorded in the minutes of the relevant council or committee meeting?

Response: N/A

s. 5.69(5)

Were all decisions regarding participation approval in relation to Section 5.69(5), including the extent of participation allowed recorded in the minutes of the relevant council or committee meeting?

Response: N/A

s. 5.70

Where an employee had an interest in any matter in respect of which the employee provided advice or a report directly to council or a committee, did that person disclose the nature and extent of that interest when giving the advice or report?

Response: Yes

s. 5.71B(5) and (7)

Where council applied to the Minister to allow the CEO to provide advice or a report to which a disclosure under section 5.71A(1) of the Local Government Act 1995 relates, did the application include details of the nature of the interest disclosed and any other information required by the Minister for the purposes of the application?

Response: N/A

Was any decision made by the Minister under section 5.71B(6) of the Local Government Act 1995, recorded in the minutes of the council meeting at which the decision was considered?

Response: N/A

s. 5.73

Were disclosures under sections 5.65, 5.70 or 5.71A(3) of the Local Government Act 1995 recorded in the minutes of the meeting at which the disclosures were made?

Response: Yes

s. 5.75

Was a primary return in the prescribed form lodged by all relevant persons within three months of their start day?

Response: Yes

s. 5.76

Was an annual return in the prescribed form lodged by all relevant persons by 31 August 2025?

Response: Yes

s. 5.77

On receipt of a primary or annual return, did the CEO, or the Mayor/President, as the case may be, give written acknowledgment of having received the return?

Response: Yes

s. 5.88

Did the CEO keep a register of financial interests which contained the returns lodged under sections 5.75 and 5.76 of the Local Government Act 1995?

Response: Yes

Did the CEO keep a register of financial interests which contained a record of disclosures made under sections 5.65, 5.70, 5.71 and 5.71A of the Local Government Act 1995, in the form prescribed in the Local Government (Administration) Regulations 1996, regulation 28?

Response: Yes

After a person ceased to be a person required to lodge a return under sections 5.75 and 5.76 of the Local Government Act 1995, did the CEO remove from the register all returns relating to that person?

Response: Yes

Have all returns removed from the register in accordance with section 5.88(3) of the Local Government Act 1995 been kept for a period of at least five years after the person who lodged the return(s) ceased to be a person required to lodge a return?

Response: Yes

s. 5.89A

Did the CEO keep a register of gifts which contained a record of disclosures made under sections 5.87A and 5.87B of the Local Government Act 1995, in the form prescribed in the Local Government (Administration) Regulations 1996, regulation 28A?

Response: Yes

Did the CEO publish an up-to-date version of the gift register on the local government's website?

Response: Yes

s. 5.90A

Did the local government prepare, adopt by absolute majority and publish an up-to-date version on the local government’s website, a policy dealing with the attendance of council members and the CEO at events?

Response: Yes

s. 5.94

Does the local government have information available for members of the public to inspect, free of charge as prescribed under section 5.94 and Admin Reg 29, except where restricted under this section?

Response: Yes

s. 5.96

Where a person is entitled to inspect information under this Division, can the local government confirm that copies are available and that the price at which it sells copies does not exceed the cost of providing them, (unless prescribed otherwise)?

Response: Yes

s. 5.96A

Did the CEO publish information on the local government's website in accordance with sections 5.96A(1), (2), (3), and (4) of the Local Government Act 1995?

Response: Yes

s. 5.104

Did the local government prepare and adopt, by absolute majority, a code of conduct to be observed by council members, committee members and candidates that incorporates the model code of conduct?

Response: Yes

Did the local government adopt additional requirements in addition to the model code of conduct?

Response: Yes

Does it comply with section 5.104(3) and (4) of the Local Government Act 1995?

Response: Yes

Has the CEO published an up-to-date version of the code of conduct for council members, committee members and candidates on the local government's website?

Response: Yes

s. 5.128

Did the local government prepare and adopt (by absolute majority) a policy in relation to the continuing professional development of council members?

Response: Yes

s. 7.12A(3), (4) and (5)

Where the local government determined that matters raised in the auditor's report prepared under section 7.9(1) of the Local Government Act 1995 required action to be taken, did the local government ensure that appropriate action was undertaken in respect of those matters?

Response: N/A

Where matters identified as significant were reported in the auditor's report, did the local government prepare a report that stated what action the local government had taken or intended to take with respect to each of those matters?

Response: N/A

Within 14 days after the local government gave a report to the Minister under section 7.12A(4)(b) of the Local Government Act 1995, did the CEO publish a copy of the report on the local government's official website?

Response: N/A

Local Government (Administration) Regulations 1996

r. 18F

Were the remuneration and other benefits paid to a CEO on appointment the same remuneration and benefits advertised for the position under section 5.36(4) of the Local Government Act 1995?

Response: N/A

r. 19AB

Does the code of conduct contain the requirement that a local government employee (not including the CEO) must not accept a prohibited gift from an associated person?

Response: Yes

r. 19AC

Does the local government's code of conduct include requirements for the recording, storing, disclosure, and use of information relating to gifts accepted by local government employees (excluding the CEO) from associated persons, in accordance with regulatory requirements?

Response: Yes

r. 19AE

Does the local government's code of conduct include requirements addressing employee behaviour in the performance of duties, interactions with others, use and disclosure of information, use of local government resources and finances, the keeping of records, and the reporting and management of suspected breaches and misconduct, in accordance with regulatory requirements?

Response: Yes

r. 19B

Did the local government include in its annual report all information required under section 5.53(2)(g) and (i) and regulation 3A(2), including number of employee's in salary bands over $130,000, remuneration and allowances paid, ordered payments, CEO remuneration, council member meeting attendance, available demographic information about council members, and details of any modifications to the strategic community plan or significant modifications to the corporate business plan?

Response: Yes

r. 19C

Has the local government adopted by absolute majority a strategic community plan?

Response: Yes

Comments: Major review completed on 23rd July 2025.

Adoption date or the date of the most recent review: 23/07/2025

r. 19DA

Has the local government reviewed its corporate business plan in accordance with Admin Regulation 19DA(4)?

Response: Yes

Comments: Major review completed on 23rd July 2025.

Date of review: 23/07/2025

Does the corporate business plan comply with the requirements of Local Government (Administration) Regulations 1996 19DA(2) & (3)?

Response: Yes

r. 22

No response required. This is covered by s5.75.

r. 23

No response required. This is covered by s5.76.

r. 28

No response required. This is covered by s5.88(1).

r. 28A

No response required. This is covered by s5.89A(1).

r. 29

No response required. This is covered by s5.94.

r. 29C

Does the local government publish all prescribed information on its official website— including up-to-date policies, required details of council member and employee returns, council member fees and allowances, and relevant public notices—within the specified timeframes and in accordance with legislative requirements?

Response: Yes

r. 35

Has every local government council member completed and passed the Council Member Essentials course, consisting of the five required modules and delivered by an approved provider, within 12 months of being elected?

Response: N/A

Comments: N/A - Reg. 36(1)(a) applies here

r. 36

Does the local government appropriately identify and document council members who are exempt from the training requirements under section 5.126(1), including verifying that the member:

- has completed an approved course within the specified 5-year period prior to election, or
- completed the LGASS00002 Elected Member Skill Set before 1 July 2019 within the relevant timeframe, or
- qualifies for the transitional exemption applicable to council members in office at the commencement of the 2019 regulatory amendments?

Response: Yes

Local Government (Audit) Regulations 1996

r. 10

Was the auditor's report for the financial year ending 30 June 2025 received by the local government within 30 days of completion of the audit?

Response: Yes

r. 17

Did the CEO review the appropriateness and effectiveness of the local government's systems and procedures in relation to risk management, internal control and legislative compliance in accordance with Local Government (Audit) Regulations 1996 regulation 17 within the three financial years prior to 31 December 2025?

Response: Yes

Date of council's resolution to accept the report: 27/08/2025

r. 11FA

Did the CEO provide the Minister a report as to the result of the election within 14 days of the declaration and in the form of Form 20 of the Local Government (Elections) Regulations 1997, modified as necessary?

Response: Yes

r. 13

Were all required oaths, affirmations and declarations under section 2.42 (in relation to Commissioners) made in the correct form (Form 8), before the appropriate authorised person?

Response: Yes

Local Government (Elections) Regulations 1997

r. 30G

Did the CEO establish and maintain an electoral gift register and ensure that all disclosure of gifts forms completed by candidates and donors and received by the CEO were placed on the electoral gift register at the time of receipt by the CEO and in a manner that clearly identifies and distinguishes the forms relating to each candidate in accordance with regulations 30G(1) and 30G(2) of the Local Government (Elections) Regulations 1997?

Response: Yes

Did the CEO remove any disclosure of gifts forms relating to an unsuccessful candidate, or a successful candidate that completed their term of office, from the electoral gift register, and retain those forms separately for a period of at least two years in accordance with regulation 30G(4) of the Local Government (Elections) Regulations 1997?

Response: Yes

Did the CEO publish an up-to-date version of the electoral gift register on the local government's official website in accordance with regulation 30G(5) of the Local Government (Elections) Regulations 1997?

Response: Yes

r. 5

Has the CEO ensured efficient systems and procedures are established under provisions set out in Financial Management Regulations 5(1)(a) to (g)?

Response: Yes

r. 6

Has the local government ensured that any employee delegated responsibility for day-to-day accounting or financial management operations is not also delegated the responsibility for conducting internal audits, reviewing their own duties, or for managing, directing or supervising someone who carries out these functions?

Response: Yes

r. 7

Did the local government ensure it has regard to the needs of the inhabitants of the district as a whole and not keep separate ward accounts or determine expenditure on the basis of revenue from a ward?

Response: Yes

r. 8

Does the local government maintain separate accounts with a bank or other financial institution for money to be held in the municipal fund, trust fund and for reserve account purposes?

Response: Yes

r. 9

Did the local government keep separate financial records for each trading undertaking and each major land transaction?

Response: Yes

r. 11

Has the local government developed procedures for the authorisation of, and the payment of, accounts in accordance with Local Government (Financial Management) Regulations 11(1), (2) and (3)?

Response: Yes

r. 12

Were payments made from the municipal fund or trust fund made by the CEO under a delegated authority or authorised, in accordance with regulation 13(2), in advance by a council resolution?

Response: Yes

r. 13

Can the local government confirm that, where the CEO has been delegated authority to make payments from the municipal or trust fund, the CEO prepared accurate monthly lists that are presented at the next ordinary council meeting and recorded in the minutes?

- includes the payee's name, payment amount, payment date, and sufficient information to identify each transaction where payments have already been made; or
- includes the payee's name, payment amount, sufficient information to identify each transaction, and the date of the council meeting (to which the list will be presented) for accounts requiring council approval.

Response: Yes

r. 13A

Did the local government prepare a list each month of all payments made using employee-authorised credit, debit or other purchasing cards, and include the payee's name, the amount of the payment, the date of the payment, sufficient information to identify the payment, and present the list at the next ordinary council meeting (and record in the minutes)?

Response: Yes

r. 19

Has the local government established and documented internal control procedures to enable identification of the nature and location of all investments and any related transactions?

Response: Yes

r. 19C

Has the local government ensured that all investments made under section 6.14(1) comply with statutory restrictions set out in Financial Management Reg. 19C?

Response: Yes

Local Government (Functions and General) Regulations 1996

r. 7

No response required. This is covered by s3.59(2).

r. 9

No response required. This is covered by s3.59(2).

r. 10

No response required. This is covered by s3.59(2).

r. 11A

Did the local government comply with its current purchasing policy, adopted under the Local Government (Functions and General) Regulations 1996, regulations 11A(1) and (3) in relation to the supply of goods or services where the consideration under the contract was, or was expected to be, $250,000 or less or worth $250,000 or less?

Response: Yes

Comments: Yes - with the exception of two instances of non-compliance found and brought before the Audit, Risk and Improvement Committee on March 25th, 2026. The first instance was in relation to Gardening Services, and the second was in regard to Accounting Services.

r. 11

No response required. This is covered by s3.57.

r. 12

Did the local government consider the implications of Local Government (Functions and General) Regulations 1996, Regulation 12 when deciding to enter into multiple contracts rather than a single contract?

Response: Yes

r. 14(1), (3) and (5)

If the local government sought to vary the information supplied to tenderers, was every reasonable step taken to give each person who sought copies of the tender documents, or each acceptable tenderer notice of the variation?

Response: Yes

r. 15

Did the local government's procedure for receiving and opening tenders comply with the requirements of Local Government (Functions and General) Regulations 1996, Regulation 15 and 16?

Response: Yes

r. 16

No response required. This is covered by r. 15.

r. 17

Did the information recorded in the local government's tender register comply with the requirements of the Local Government (Functions and General) Regulations 1996, Regulation 17 and did the CEO make the tenders register available for public inspection and publish it on the local government's official website?

Response: Yes

r. 18(1) and (4)

Did the local government reject any tenders that were not submitted at the place, and within the time, specified in the invitation to tender?

Response: Yes

Comments: All tenders submitted online of which some were rejected for non-compliance.

Were all tenders that were not rejected assessed by the local government via a written evaluation of the extent to which each tender satisfies the criteria for deciding which tender to accept?

Response: Yes

Comments: Yes – a written evaluation was undertaken on all tenders as per Reg 18 (1) and (4).

r. 19

Did the CEO give each tenderer written notice containing particulars of the successful tender or advising that no tender was accepted?

Response: Yes

r. 21

Does the local government's advertising and expression of interest processes for limiting who can tender comply with the requirements of the Local Government (Functions and General) Regulations 1996, Regulations 21 and 22?

Response: N/A

r. 22

No response required. This is covered by r. 21.

r. 23

Did the local government reject any expressions of interest that were not submitted at the place, and within the time, specified in the notice or that failed to comply with any other requirement specified in the notice?

Response: N/A

Were all expressions of interest that were not rejected under the Local Government (Functions and General) Regulations 1996, Regulation 23(1) & (2) assessed by the local government? Did the CEO list each person as an acceptable tenderer?

Response: N/A

r. 24

Did the CEO give each person who submitted an expression of interest a notice in writing of the outcome in accordance with Local Government (Functions and General) Regulations 1996, Regulation 24?

Response: N/A

r. 24AD(2), (4) and (6)

Did the local government invite applicants for a panel of pre-qualified suppliers via Statewide public notice in accordance with Local Government (Functions & General) Regulations 1996 regulations 24AD(4) and 24AE?

Response: N/A

If the local government sought to vary the information supplied to the panel, was every reasonable step taken to give each person who sought detailed information about the proposed panel or each person who submitted an application notice of the variation?

Response: N/A

r. 24AE

No response required. This is covered by r. 24AD(2), (4) and (6).

r. 24AF

No response required. This is covered by r. 24AD(2), (4) and (6).

r. 24AG

Did the information recorded in the local government's tender register about panels of pre-qualified suppliers comply with the requirements of Local Government (Functions and General) Regulations 1996, Regulation 24AG?

Response: N/A

r. 24AH(1) and (3)

Did the local government reject any applications to join a panel of prequalified suppliers that were not submitted at the place, and within the time, specified in the invitation for applications?

Response: N/A

Were all applications that were not rejected assessed by the local government via a written evaluation of the extent to which each application satisfies the criteria for deciding which application to accept?

Response: N/A

r. 24AI

Did the CEO send each applicant written notice advising them of the outcome of their application?

Response: N/A

r. 24E

Where the local government gave regional price preference, did the local government comply with the requirements of Local Government (Functions and General) Regulations 1996, Regulation 24E and 24F?

Response: N/A

r. 24F

No response required. This is covered by r. 24E.

I certify this is a true and accurate copy of the 2025 Compliance Audit Return, as adopted by Council at the meeting of ______________________________ 2026.

CEO | Date

Mayor or President | Date

11.4	AUDIT, RISK AND IMPROVEMENT COMMITTEE MEETING 22nd JULY 2026 - MINUTES
Location:	N/A
Proponent:	N/A
Date of Report:	24th July 2026
Business Unit:	Governance & Strategy
Responsible Officer:	Thomas Gorman – Deputy Chief Executive Officer
Author:	Peter Wall – Project, Risk Management and Procurement Officer
Disclosure of Interest:	Nil

ATTACHMENTS

- Unconfirmed Minutes of the Audit, Risk and Improvement Committee Meeting held on 22 July 2026 **(Confidential – tabled separately)**

PURPOSE OF THE REPORT

To advise Council of the Audit, Risk and Improvement Committee (ARIC) Meeting held on 22 July 2026 and to note the unconfirmed Minutes.

BACKGROUND

The Audit, Risk and Improvement Committee met on 22 July 2026. The unconfirmed minutes of that meeting are provided to Council for noting.

COMMENTS

The Audit, Risk and Improvement Committee made one recommendation to Council at its meeting on 22 July 2026, that the Council adopts the 2025 Compliance Audit Return. This is contained in Committee Resolution ARIC0726.06 (2025 Compliance Audit Return). Accordingly, this report is presented for the purpose of noting the minutes only.

CONSULTATION

Nil.

LEGAL AND STATUTORY REQUIREMENTS

Local Government Act 1995
Local Government Regulations (Audit) 1996
Local Government (Functions and General) Regulations 1996
Local Government Amendment Act 2024
Local Government (Financial Management) Regulations 1996
State Records Act 2000

POLICY IMPLICATIONS

Nil.

FINANCIAL IMPLICATIONS

Nil.

STRATEGIC IMPLICATIONS

As per Council Plan 2025-2035.

Theme	Leadership and Governance.
Strategy	4.2 An efficient and effective organisation, providing appropriate service to our community

STRATEGIC RISK MANAGEMENT CONSIDERATIONS

This item has been evaluated against the current Council approved Risk Management Register.

Risk Description	Failure not to note the Minutes of the Audit, Risk and Improvement Committee Meeting
Primary Strategic Risk Category	Adverse Regulatory Change
Primary Strategic Risk Category Description	• Investigation of Council for non-compliance • Reputational damage
Consequence: *(Insignificant, Minor, Moderate, Major, Catastrophic)*	Catastrophic
Likelihood: *(Almost, Certain, Likely, Possible, Unlikely, Rare)*	Possible

IMPACT ON CAPACITY

Nil.

ALTERNATE OPTIONS AND THEIR IMPLICATIONS

Nil.

CONCLUSION

The Audit, Risk and Improvement Committee is a committee of Council. Accordingly, the unconfirmed minutes of the meeting held on 22nd July 2026 are presented to Council for noting.

VOTING REQUIREMENTS

Simple Majority.

COUNCIL RESOLUTION

MOVED: Cr P Callaghan SECONDED: Cr J Hemley

0826.05 That Council:

1. Receives and notes the unconfirmed Minutes of the Audit, Risk and Improvement Committee Meeting held on 22 July 2026.

UNANIMOUSLY CARRIED:6/0

FOR: Cr K O'Keeffe, Cr P Callaghan, Cr R Miniter, Cr R O'Meehan, Cr J Hemley, Cr R Kiddle

AGAINST: Nil

Shire of GNOWANGERUP

BORDEN • GNOWANGERUP • ONGERUP

Heart of the Stirlings

MINUTES

Audit, Risk and Improvement Committee Meeting

22 July 2026
Commenced at 2:00pm

Council Chambers
Yougenup Road, Gnowangerup WA 6335

COUNCIL'S VISION
Gnowangerup Shire –A community where people *stay, grow, and thrive*

AUDIT, RISK AND IMPROVEMENT COMMITTEE TERMS OF REFERENCE

Objectives of the Audit, Risk and Improvement Committee

The primary objective of the Audit, Risk and Improvement Committee is to accept responsibility for the annual external audit and liaise with the local government's auditor so that Council can be satisfied with the performance of the local government in managing its financial affairs.

Reports from the committee will assist Council in discharging its legislative responsibilities of controlling the local government's affairs, determining the local government's policies and overseeing the allocation of the local government's finances and resources. The committee will ensure openness in the local government's financial reporting and will liaise with the CEO to ensure the effective and efficient management of the local government's financial accounting systems and compliance with legislation.

The committee is to facilitate:

- The Audit, Risk and Improvement Committee assists the accountable authority in fulfilling their oversight responsibilities in relation to systems of risk management and internal control, the entity's processes for monitoring compliance with laws and regulations, including the code of conduct, financial and performance reporting and external and internal audit. The Audit, Risk and Improvement Committee is not responsible for the management of these functions.
- the enhancement of the credibility and objectivity of external financial reporting;
- compliance with laws and regulations as well as use of best practice guidelines relative to audit, risk management, internal control and legislative compliance;
- the provision of an effective means of communication between the external auditor, the CEO and the Council.

Powers of the Audit, Risk and Improvement Committee

The Audit, Risk and Improvement Committee is to report to Council and provide appropriate advice and recommendations on matters relevant to its term of reference. This is in order to facilitate informed decision-making by Council in relation to the legislative functions and duties of the local government that have not been delegated to the CEO.

The committee is a formally appointed committee of council and is responsible to that body. The committee does not have executive powers or authority to implement actions in areas over which the CEO has legislative responsibility and does not have any delegated financial responsibility. The committee does not have any management functions and cannot involve itself in management processes or procedures.

Membership

The committee will consist of all elected members of Council and two independent members. All members shall have full voting rights. The CEO and employees are not members of the committee.

The Deputy CEO will attend meetings, not as a member but to assist the Committee with any queries or requests for information.

The Senior Executive Assistant and Governance Officer or another nominated staff member will attend meetings to take the minutes.

The Presiding Member and Deputy Presiding Member must be elected in accordance with section 5.12 and Schedule 2.3 of the Act.

Meetings

The committee shall meet at least quarterly.

Additional meetings shall be convened at the discretion of the Presiding Member.

Reporting

Reports and recommendations of each committee meeting shall be presented to the next ordinary meeting of the Council and must be moved by the Presiding Member, or in his/her absence the Deputy Presiding Member, or in both their absences, any other member of the committee.

Functions of the Audit, Risk and Improvement Committee

Pursuant to Reg. 16 of the *Local Government (Audit) Regulations 1996 an Audit, Risk and Improvement Committee has the following functions*

a) to guide and assist the local government in carrying out its functions:
   i. under Part 6 (Financial Management) of the Act; and
   ii. relating to other audits and other matters related to financial management;
b) guide and assist the local government in carrying out the local government's functions in relation to audits conducted under Part 7 (Audit) of the Act;
c) review a report given to it by the CEO under regulation 17(3) (the CEO's report) and is to:
   i. report to the council the results of that review; and
   ii. give a copy of the CEO's report to the council;
d) monitor and advise the CEO when the CEO is carrying out functions in relation to a review under
   i. regulation 17(1); and
   ii. the Local Government (Financial Management) Regulations 1996 regulation 5(2)(c);
e) support the auditor of the local government to conduct an audit and carry out the auditor's other duties under the Act in respect of the local government;
f) oversee the implementation of any action that the local government:
   i. is required to take by section 7.12A(3) of the Act; and
   ii. has stated it has taken or intends to take in a report prepared under section 7.12A(4)(a) of the Act; and
   iii. has accepted should be taken following receipt of a report of a review conducted under regulation 17(1); and

iv. has accepted should be taken following receipt of a report of a review conducted under the *Local Government (Financial Management) Regulations 1996* regulation 5(2)(c);

g) perform any other function conferred on the Audit, Risk and Improvement Committee by these regulations or another written law.

In accordance with Reg. 14 (3A) of the *Local Government (Audit) Regulations 1996:*

(3A) The local government's Audit, Risk and Improvement Committee is to review the compliance audit return and is to report to the council the results of that review.

Meaning of and CAUTION concerning Council's "In Principle" support:

When Council uses this expression it means that:
(a) Council is generally in favour of the proposal BUT is not yet willing to give its consent; and
(b) Importantly, Council reserves the right to (and may well) either decide against the proposal or to formally support it but with restrictive conditions or modifications.

Therefore, whilst you can take some comfort from Council's "support" you are clearly at risk if you act upon it before Council makes its actual (and binding) decision and communicates that to you in writing.

Shire of
GNOWANGERUP
BORDEN ◆ GNOWANGERUP ◆ ONGERUP
Heart of the Stirlings

DISCLAIMER

No responsibility whatsoever is implied or accepted by the Shire of Gnowangerup for any act, omission or statement or intimation occurring during Council or committee meetings.

The Shire of Gnowangerup disclaims any liability for any loss whatsoever and howsoever caused arising out of reliance by any person or legal entity on any such act, omission or statement or intimation occurring during Council or committee meetings.

Any person or legal entity who acts or fails to act in reliance upon any statement, act or omission made in a Council or committee meeting does so at that person's or legal entity's own risk.

In particular and without detracting in any way from the broad disclaimer above, in any discussion regarding any planning application or application for a licence, any statement or intimation of approval made by any member or officer of the Shire of Gnowangerup during the course of any meeting is not intended to be and is not taken as notice of approval from the Shire of Gnowangerup.

The Shire of Gnowangerup advises that anyone who has any application lodged with the Shire of Gnowangerup shall obtain and should only rely on **written confirmation** of the outcome of the application, and any conditions attaching to the decision made by the Shire of Gnowangerup in respect of the application.

These minutes are not a verbatim record but include the contents pursuant to Regulation 11 of Local Government (Administration) Regulations 1996.

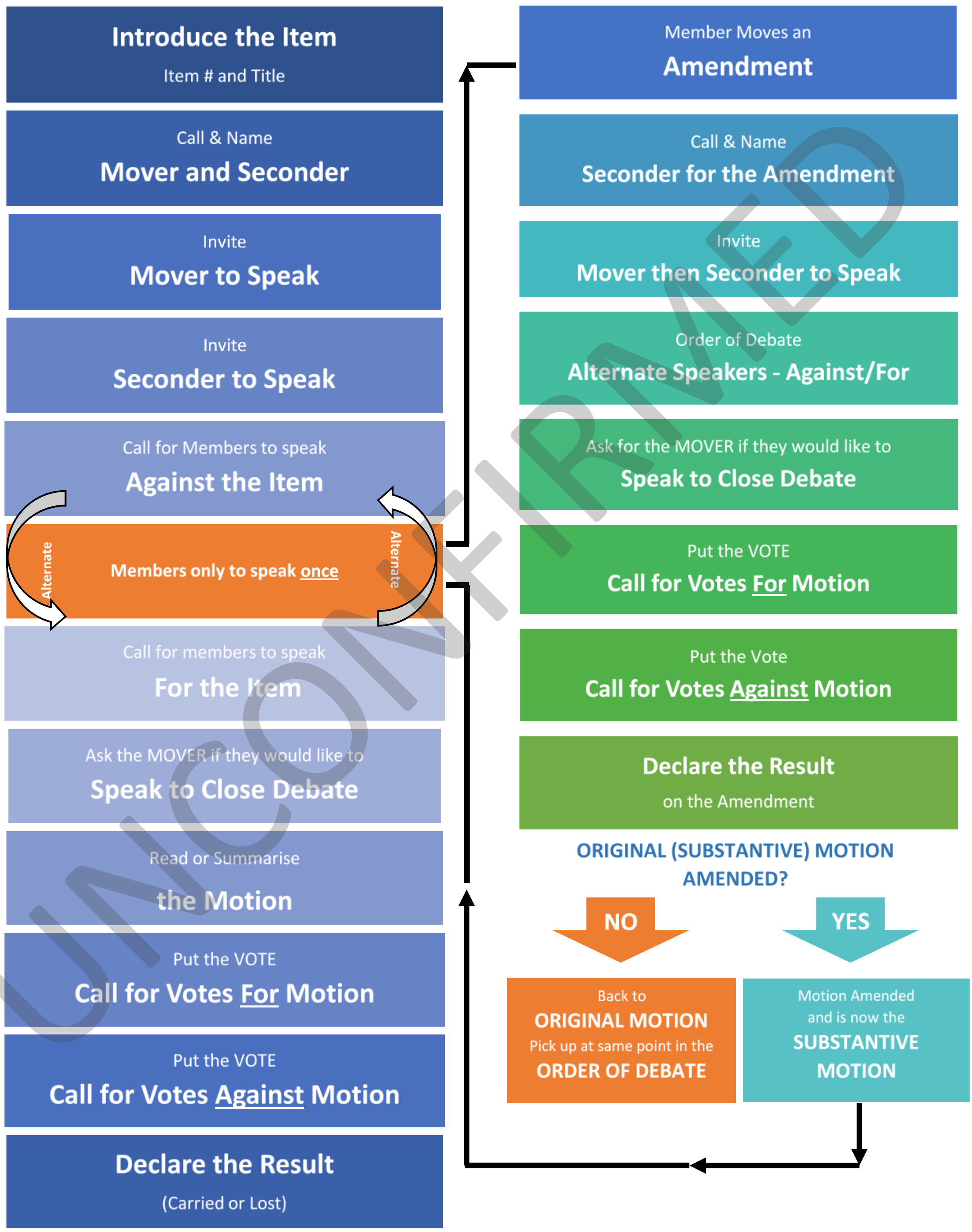
Signed

Thomas Gorman
DEPUTY CHIEF EXECUTIVE OFFICER

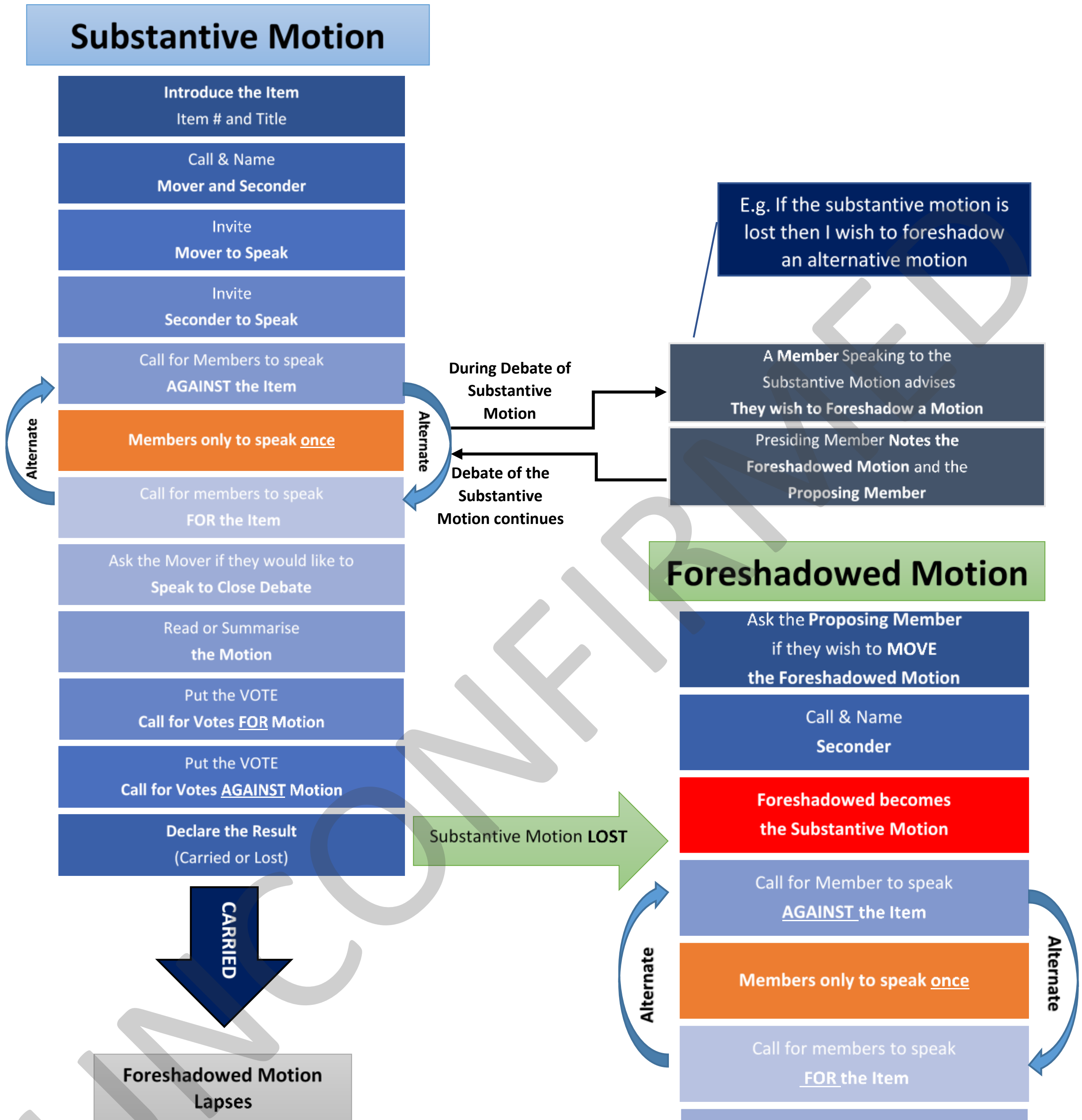
Process of Motions

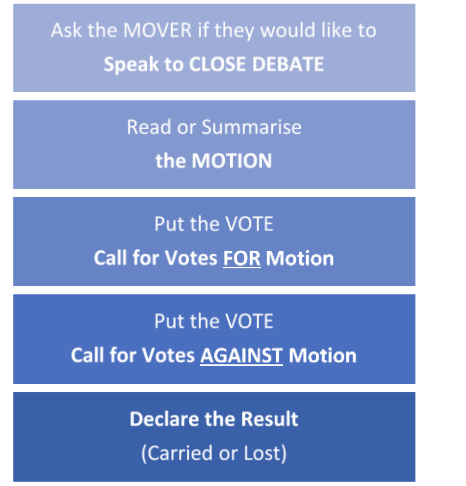
ORIGINAL MOTION

AMENDMENT



Slight clarification of wording of motion: A minor amendment of the motion can be done at any time through the President with the approval of the Mover and the Seconder. The Minor amendment must be minuted.





Note:

1. Deferring an item wording:
   - "Deferred for consideration at ………… on………….. and resubmitting to Council.

2. "*Laying an item on the table*" is similar to "deferring" but used when item will be re-considered later in the same meeting.

3. Questions can be asked at any time, BUT cannot be debated.

TABLE OF CONTENTS

OPENING PROCEDURES

OPENING PROCEDURES

1. OPENING AND ANNOUNCEMENT OF VISITORS

Committee Chair, Emily Onn, welcomed committee members and staff, advised that the meeting will be audio recorded, and opened the meeting at 2:00 PM.

2. ACKNOWLEDGEMENT OF COUNTRY

The Shire of Gnowangerup would like to acknowledge the Goreng people who are the Traditional Custodians of this land. The Shire of Gnowangerup would also like to pay respect to the Elders both past and present of the Noongar Nation and extend that respect to other Aboriginals present.

3. ATTENDANCE / APOLOGIES / APPROVED LEAVE OF ABSENCE

3.1 ATTENDANCE

Emily Onn	Independent Presiding Member (via TEAMS)
Renata Paliskis	Independent Deputy of the Presiding Member (via TEAMS)
Cr Kate O'Keeffe JP	
Cr Rebecca O'Meehan	
Cr Robert Miniter OAM	
Cr Mick Creagh	
Cr Rebecca Kiddle	
Cr Peter Callaghan	
Cr Jo Hemley	
David Nicholson	Chief Executive Officer
Tom Gorman	Deputy Chief Executive Officer
Peter Wall	Project, Risk Management and Procurement Officer
Rick Miller	Executive Manager of Infrastructure & Assets
Clementine Illy	Governance Support Officer
Ayrene Bautista	Senior Executive Assistant and Governance Officer

3.2 APOLOGIES

Nil

3.2 APPROVED LEAVE OF ABSENCE

Nil

4. CONFIRMATION OF PREVIOUS MEETING MINUTES

4.1 AUDIT, RISK AND IMPROVEMENT COMMITTEE MEETING MINUTES 25 MARCH 2026

COMMITTEE RESOLUTION

Moved: Cr M Creagh **Seconded: Cr K O'Keeffe**

ARIC0726.01

That the minutes of the Audit, Risk and Improvement Committee Meeting held on 25 March 2026 be confirmed as a true record of proceedings.

UNANIMOUSLY CARRIED 8/0

FOR: **Emily Onn, Cr K O'Keeffe, Cr R O'Meehan, Cr M Creagh, Cr R Kiddle, Cr P Callaghan, Cr R Miniter, Cr J Hemley**

AGAINST: **Nil**

5. OFFICER ITEMS

5.1	**WORKPLACE HEALTH & SAFETY ACTION TRACKER**
Location:	N/A
Proponent:	N/A
Date of Report:	25 June 2026
Business Unit:	Governance & Strategy
Responsible Officer:	Anrie van Zyl – Safety & Emergency Coordinator
Author:	Peter Wall – Project, Risk Management and Procurement Officer
Disclosure of Interest:	Nil

ATTACHMENTS

- WHS Action Tracker – LGIS Assessment Report 2025 **(confidential)**.

PURPOSE OF THE REPORT

For the Audit, Risk and Improvement Committee to receive, review and note the Shire's Workplace Health and Safety Action Tracker monitoring progress against the LGIS Tier 1 Audit Findings, driving improvement following an LGIS review in November 2025.

BACKGROUND

As part of a regular three-year review process our insurers, LGIS Mutual Services, visited the Shire and performed a desktop audit of our Workplace Health and Safety processes and systems.

The Shire had decided to bring in-house the management of the WHS processes after identifying that the external contractor had not been performing the work to a satisfactory level.

COMMENTS

The Shire welcomed the visit by LGIS as it enabled us to examine the state of our systems and what improvements are required. Unfortunately, the review highlighted significant shortfall in our systems.

The report has become the foundation document for the work of the newly appointed WHS Coordinator. The action tracker monitors improvement progress, based on the action plan which highlighted the initial way forward as we work through the areas of improvement.

The coordinator has examined the points raised and is providing a progress report on the improvement steps we are taking.

Since the previous ARIC meeting, there have been significant resources applied to address the identified areas to ensure the WHS environment improves to meet the required standards of the next annual review.

The work to date has covered:

- Updating information within the WHS system (Skytrust)
- Additional staff training including first aid training, confined spaces, chem cert accreditation and working at heights (all of which is recorded in Skytrust).
- Moving manual systems to automated and overall process and system improvements – this includes upgrading from paper-based incident reports to incident reports completed in Skytrust with automated notifications and accountability tracking. Other examples include the automated reporting of pre-start vehicle checks in Skytrust, with notifications sent to relevant colleagues.

CONSULTATION
Nil

LEGAL AND STATUTORY REQUIREMENTS
Local Government Act 1995
Local Government Regulations (Audit) 1996
Local Government (Functions and General) Regulations 1996
Work Health and Safety Act 2020
Work Health and Safety (General) Regulations 2022

POLICY IMPLICATIONS
Nil

FINANCIAL IMPLICATIONS
Nil

STRATEGIC IMPLICATIONS

As per Council Plan 2025-2035

Theme	Leadership and Governance
Strategy	4.2.3 Provide a safe and positive workplace, supporting development and growth

STRATEGIC RISK MANAGEMENT CONSIDERATIONS

This item has been evaluated against the current Council approved Risk Management Register.

Risk description	**Not to note Workplace Health & Safety Action Plan and progress to date**
Primary Strategic Risk Category	Adverse Regulatory Change
Primary Strategic Risk Category **Description**	• Investigation of Council for non-compliance • Litigation • Reputational damage
Consequence: (Insignificant, Minor, Moderate, Major, Catastrophic)	Moderate
Likelihood: (Almost Certain, Likely, Possible, Unlikely, Rare)	Possible

IMPACT ON CAPACITY

Moderate: Updating and ensuring progress is made requires responsible, generally senior staff, to action items in a timely manner.

ALTERNATE OPTIONS AND THEIR IMPLICATIONS

Nil

CONCLUSION

The WHS Action Tracker monitoring progress against the LGIS Tier 1 Audit Findings is a beneficial tool to assist the Audit, Risk and Improvement Committee meet their oversight obligations.

VOTING REQUIREMENTS

Simple Majority

COMMITTEE RESOLUTION

Moved: Cr R Kiddle **Seconded: Cr R O'Meehan**

ARIC0726.02

That the Audit, Risk and Improvement Committee notes the WHS Action Tracker and progress to date.

UNANIMOUSLY CARRIED 8/0

FOR: **Emily Onn, Cr K O'Keeffe, Cr R O'Meehan, Cr M Creagh, Cr R Kiddle, Cr P Callaghan, Cr R Miniter, Cr J Hemley**

AGAINST: **Nil**

5.2	**REVIEW OF FINANCIAL MANAGEMENT, RISK MANAGEMENT, LEGISLATIVE COMPLIANCE AND INTERNAL CONTROLS REPORT**
Location:	N/A
Proponent:	N/A
Date of Report:	25 June 2026
Business Unit:	Governance & Strategy
Responsible Officer:	Thomas Gorman – Deputy Chief Executive Officer
Author:	Peter Wall – Project, Risk Management and Procurement Officer
Disclosure of Interest:	Nil

ATTACHMENTS

- Regulation 5 and 17 – Appendix F Tracker **(confidential)**.

PURPOSE OF THE REPORT

For the Audit, Risk and Improvement Committee to receive, review and note the management comments and progress to date on actions arising from the 2024 Financial Management, Risk Management, Legislative Compliance and Internal Controls Report. This report has come before the ARIC in the meeting in August 2025 and March 2026, however progress against the report is being presented for the first time.

BACKGROUND

Regulation 17(1) of the (Local Government (Audit) Regulations requires the Chief Executive Officer (CEO) of a local government to review the appropriateness and effectiveness of a local government's systems and procedures in relation to:

(a) Risk management;
(b) Internal control; and
(c) Legislative compliance.

Local Government (Financial Management) Regulations 1996 reg 5(2)(c) requires the CEO to examine the appropriateness and effectiveness of the financial management systems and procedures.

COMMENTS

The previous Financial Management Review Local Government (Financial Management) Regulations 1996 reg 5(2)(c)) was completed in 2021 (received by the Audit, Risk and Improvement Committee in 2022) on the Shire's behalf by Avant Edge Consulting.

Tim Partridge of AMD carried out the previous review required by Local Government (Audit) Regulations 1996 Reg 17 in December 2021 (received by the Audit, Risk and Improvement Committee in 2023).

The Shire engaged Moore Australia to undertake these two reviews simultaneously, and the results are contained in a single report.

With the appointment of a Project Officer, progress has been made on these findings, and is being presented to the Audit, Risk and Improvement Committee. As of July 2026, of the 118 issues, 53 are complete (representing 45%), while the remaining 65 (55%) have assigned actionable steps.

<u>CONSULTATION</u>

Moore Australia

<u>LEGAL AND STATUTORY REQUIREMENTS</u>

Local Government (Audit) Regulations 1996 Reg 17: CEO to review certain systems and procedures

(1) The CEO is to review the appropriateness and effectiveness of a local government's systems and procedures in relation to —
- *(a) risk management; and*
- *(b) internal control; and*
- *(c) legislative compliance.*

(2) The review may relate to any or all of the matters referred to in subregulation (1)(a), (b) and (c), but each of those matters is to be the subject of a review not less than once in every 4 financial years.

(3) The CEO is to report to the Audit, Risk and Improvement Committee the results of that review.

Local Government (Financial Management) Regulations 1996 reg 5(2)(c): CEO's duties as to financial management

(2) The CEO is to —

- *(a) ensure that the resources of the local government are effectively and efficiently managed; and*
- *(b) assist the council to undertake reviews of fees and charges regularly (and not less than once in every financial year); and*
- *(c) undertake reviews of the appropriateness and effectiveness of the financial management systems and procedures of the local government regularly (and not less than once in every 3 financial years) and report to the local government the results of those reviews.*

<u>POLICY IMPLICATIONS</u>

Policy 2.13 Internal Control Policy

<u>FINANCIAL IMPLICATIONS</u>

Nil

STRATEGIC IMPLICATIONS

As per Council Plan 2025-2035

Theme	Leadership and Governance
Strategy	4.2. An efficient and effective organisation, providing appropriate services to our community.

STRATEGIC RISK MANAGEMENT CONSIDERATIONS

This item has been evaluated against the current Council approved Risk Management Register.

Risk description	**Not to note the progress against the Regulation 5 and 17 Review Report and not to recommend the endorsement by Council**
Primary Strategic Risk Category	Adverse Regulatory Change
Primary Strategic Risk Category **Description**	• Investigation of Council for non-compliance • Litigation • Reputational damage
Consequence: (Insignificant, Minor, Moderate, Major, Catastrophic)	Moderate
Likelihood: (Almost Certain, Likely, Possible, Unlikely, Rare)	Possible

IMPACT ON CAPACITY

Nil

ALTERNATE OPTIONS AND THEIR IMPLICATIONS

Nil

CONCLUSION

The recommendation has been made to ensure compliance with the Regulations.

VOTING REQUIREMENTS

Simple Majority

COMMITTEE RESOLUTION

Moved: Cr P Callaghan **Seconded: Cr R Miniter**

ARIC0726.03

That the Audit, Risk and Improvement Committee notes the progress against the Review of Financial Management, Risk Management, Legislative Compliance and Internal Controls Report (Local Government (Audit) Regulations 1996 Reg 17 & Local Government (Financial Management) Regulations 1996 reg 5(2)(c)).

UNANIMOUSLY CARRIED 8/0

FOR: **Emily Onn, Cr K O'Keeffe, Cr R O'Meehan, Cr M Creagh, Cr R Kiddle, Cr P Callaghan, Cr R Miniter, Cr J Hemley**

AGAINST: **Nil**

5.3	**AUDIT FINDINGS REGISTER**
Location:	N/A
Proponent:	N/A
Date of Report:	25 June 2026
Business Unit:	Governance & Strategy
Responsible Officer:	Thomas Gorman – Deputy Chief Executive Officer
Author:	Peter Wall – Project, Risk Management and Procurement Officer
Disclosure of Interest:	Nil

ATTACHMENTS

- Audit Committee Finding Report – March 2026

PURPOSE OF THE REPORT

For the Audit, Risk and Improvement Committee to receive, review and note the updated Audit Findings Register.

BACKGROUND

The Audit, Risk and Improvement Committee plays a key role in assisting a local government to fulfil its governance and oversight responsibilities in relation to financial reporting, internal control structure, risk management systems, legislative compliance, ethical accountability and the internal and external audit functions.

The Audit Findings Register is designed to assist the Audit, Risk and Improvement Committee monitor the implementation of recommendations from internal and external audits and reviews, including consultant and regulator reports.

The register is based on the Western Australian Public Sector Audit, Risk and Improvement Committees – Better Practice Guide template, published by the Office of the Auditor General (OAG) Western Australia and contains the following Audit Findings/Recommendations:

- Interim & Final Audit 2022/2023 by OAG
- Regulation 17 Review - AMD Charted Accountants (January 2022)
- Regulation 5 (2) (c) - Financial Management Review - Avant Edge Consulting (November 2021)
- Interim Audit 2023/2024 by OAG (Audit undertaken by AMD Chartered Accountants)
- Final Audit 2023/2024 by OAG (Audit undertaken by AMD Chartered Accountants)
- Interim Audit 2024/2025 by OAG (Audit undertaken by AMD Chartered Accountants)
- Final Audit 2024/2025 by OAG (Audit undertaken by AMD Chartered Accountants)

I would make the comment that the level of audit findings in the last 2 financial years are:

	Interim Audit Items	Final Audit Items	Total Items
Financial Year 23-24	9	7	16
Financial Year 24-25	10	3	13

We would expect to see a significant reduction during the current financial year in the number of audit items raised. We are probably 9 months away from having developed our internal processes properly to expect effectively no audit items to be raised.

The open audit items that are shown in the register reflect the lack of staff resources from significant staff turnover over the last 2+ years. The finance function has already been reviewed with a Senior Finance Officer and Finance Officers being appointed.

COMMENTS

The Audit Findings Register provides the Audit, Risk and Improvement Committee with a progress report at every Audit, Risk and Improvement Committee meeting on actions taken by management and officers to implement audit recommendations. This information is to help the Audit, Risk and Improvement Committee to monitor the timeliness of agreed actions and understand the reasons for any delay.

With the appointment of Project, Risk Management and Procurement Officer for the DCEO, a review of the status of all open items has begun, to ensure they are closed out over the next 3 months. The results of that review are being presented to the Audit, Risk and Improvement Committee.

CONSULTATION

Nil

LEGAL AND STATUTORY REQUIREMENTS

Local Government Act 1995
Local Government Regulations (Audit) 1996
Local Government (Functions and General) Regulations 1996

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS
As per Council Plan 2025-2035

Theme	Leadership and Governance
Strategy	4.2. An efficient and effective organisation, providing appropriate services to our community.

STRATEGIC RISK MANAGEMENT CONSIDERATIONS
This item has been evaluated against the current Council approved Risk Management Register.

Risk description	**Not to note the Audit Findings Register and progress against open items.**
Primary Strategic Risk Category	Adverse Regulatory Change
Primary Strategic Risk Category **Description**	• Investigation of Council for non-compliance • Litigation • Reputational damage
Consequence: (Insignificant, Minor, Moderate, Major, Catastrophic)	Moderate
Likelihood: (Almost Certain, Likely, Possible, Unlikely, Rare)	Possible

IMPACT ON CAPACITY
Moderate: Updating and ensuring progress is made requires responsible, generally senior staff, to action items in a timely manner.

ALTERNATE OPTIONS AND THEIR IMPLICATIONS
Nil

CONCLUSION
The Audit Findings Register is a beneficial tool to assist the Audit, Risk and Improvement Committee meet their oversight obligations.

VOTING REQUIREMENTS
Simple Majority

COMMITTEE RESOLUTION

Moved: Cr K O'Keeffe **Seconded: Cr J Hemley**

ARIC0726.04

That the Audit, Risk and Improvement Committee notes the updated Audit Findings Register and progress against open items.

UNANIMOUSLY CARRIED 8/0

FOR: **Emily Onn, Cr K O'Keeffe, Cr R O'Meehan, Cr M Creagh, Cr R Kiddle, Cr P Callaghan, Cr R Miniter, Cr J Hemley**

AGAINST: **Nil**

SHIRE OF GNOWANGERUP

Objective

This report is to provide the audit committee with an update on the progress of actions taken by management to implement audit recommendations. The information is to help the audit committee monitor the timeliness of agreed actions and understand the reasons for any delay.

Source and year (Internal audit/ the OAG / other external reviewer's	Report date	Findings		Recommendation [record details]	Risk rating	Manager responsible	Original completion date	Prior Year Finding (originally raised)	Status	ACTION TAKEN	Management Comments on action taken
				Financial Interim & Final Audit 2022/23							
Interim & Final Audit 2022/2023 by DryKirkness	19-Dec-23	Bank reconciliations	The bank reconciliations not completed in a timely manner.	Ensure that bank reconciliations are performed promptly and regularly to minimize the risk of inaccurate financial reporting. Reconciliations should be conducted every month, ideally within a reasonable time frame after the end of each month.	Significant	DCEO			Complete		*Noted – all recommendations are in place. Unfortunately, our system does not have a bank reconciliation module, and this significantly impacts on the process. Oversight of these controls will be strengthened to ensure all actions are undertaken completely and in a timely manner.*
			The bank reconciliation has not been signed and dated by the preparer and reviewer.	Implement a strong control framework that requires the preparer and reviewer to sign and date the bank reconciliation. This ensures accountability, strengthens oversight and enhances the reliability of the reconciliation process.					Complete		
			Long outstanding items in the bank reconcilliation.	Promptly investigate and resolve outstanding items to minimise financial risk and maintain accurate records. Establish clear procedures for identifying and resolving such items, including follow-up with relevant stakeholders and ensuring appropriate actions are taken.					Complete		
		Payment not accurately reported in Council Minutes.	During our audit, we observed a discrepancy in the total payments approved by the Council from July 2022 to March 2023. The total amount reported in the Council minutes did not match the list of payments extracted from the accounting system. The total payments were understated by $83,788.82 in the minutes.	We recommend that management ensure accurate and correct financial information is provided for Council approval.	Significant	Finance Division			Complete		*The Shire thanks the auditors for bringing this to our attention and have since investigated and identified an issue within our finance system. The Shire has since implemented a manual process which requires monthly transactions listings produced for council is compared to the bank statement to ensure accuracy and completeness of information provided to council.*
		Tender Document	Tender procurement process lacked appropriate documented evidence to show proper process was followed.	We recommend that management review and ensure compliance with the Local Government (Functions and General) regulation 3.57.	Moderate	DCEO or Senior Governance and Risk Officer			Complete		*The Shire has reviewed this process and as a result we have implemented the following extra controls:* *1. All RFQ's and RFT's are managed by the Senior Governance and Risk Officer and involves a staged process. An RFQ or RFT cannot proceed to the stage until all required documents have been submitted and reviewed.* *2. Upon an employee resignation the Shires information technology contractor will immediately undertake a full backup of the employee's computer to safeguard any information that may not have been appropriately recorded in the records system.*
		Approval of Timesheets	We noted two instances out of a sample of 20 payroll samples where the supervisor did not approved the timesheet for the fortnightly report.	Management should clearly define and communicate the procedures for supervisor approval of timesheets in the payroll process and ensure that all timesheets are approved in a timely manner.	Moderate	N/A			Complete		*The 2 instances were anomalies, and we are satisfied that the controls in place are fit for purpose for an organisation of our size. We will reiterate to the responsible employees their requirement to ensure timesheets are approved.*
		Purchase orders dated after invoice date	During our procurement testing we identified 1 out of 59 payments where the authorized purchase orders were dated after the dates of the corresponding supplier invoices.	We recommend that management ensure that purchase orders are obtained prior to the purchase of goods and services for all payments as required per the purchasing policy.	Minor	DCEO			Complete		*Noted. We report all non-compliant purchases to Council monthly and to the audit committee. An approver, from outside of the Finance department, is required for the list of credits raised.*
		Lack of purchase order for expenditure	During our audit, we observed 4 instances out of 45 samples where there was no purchase order attached.	To help ensure purchases have been appropriately authorised, all authorised officers should be reminded of the need to ensure purchase orders are raised prior to the authorising of works/services or ordering goods. This will also help to ensure budget responsibility.	Minor	DCEO			Complete		*The Shire notes that most of the instances related to our fuel supplier (2) and photocopier machine supplier (1). We have since implemented raising PO's for the annual budgeted amount for certain suppliers. The Shire also reports any non-compliant purchases to the Council and Audit Committee.*

Source and year (Internal audit/ the OAG / other external reviewer's	Report date	Findings		Recommendation [record details]	Risk rating	Manager responsible	Original completion date	Prior Year Finding (originally raised)	Status	ACTION TAKEN	Management Comments on action taken
		Lack of user-restricted access to specific functions in Synergy Soft	Based on the financial system user access rights matrix analysis, we observed that 2 users had been granted access to the delete option.	We recommend that no user has delete options in financial records.	Significant	DCEO			Complete	*Upon investigation of the system it has been identified that users must have access to the delete function to undertake some tasks in Synergy, such as cancelling PO's etc. In order to monitor this all users have the delete function disabled and if required, approval from the DCEO is sought to activate for the specific user to action the approved tasks. Upon completion the users delete funtion is disabled and a audit report is produced to verify actions taken and reviewed by the DCEO.*	*This is disappointing. The prior year recommendations were implemented and this year the finding has been re-raised with a changed, more specific recommendation which has been immediately implemented. Due to the previous year's recommendation not being specific it has resulted in a significant finding.*
		Inadequate procurement practices	2 purchases out of a sample of 45 tested were not supported by the number of quotations as required by Shire's Purchasing Policy.	We recommend that management ensure that the Purchasing Policy is adhered to and the necessary quotes are obtained before a decision is made to contract a supplier to ensure that a competitive price representing value for money is obtained.	Moderate	N/A			Complete		*The instances relate to timing issues and appropriate processes were followed. The Shire has robust procurement policies and procedures that are fit for purpose for the size of the organisation.*
		Supplier Master File	We noted one occurrence where the supplier form had not been signed by the supplier out of the nine samples we examined. Additionally, we identified one instance where the assigned reviewer had not reviewed the supplier form. Furthermore, we noticed that bank deposit slips or bank statements were not acquired for new suppliers, and there was a lack of confirmation via telephone for changes made to the bank account of existing suppliers.	We recommend that the shire implement a policy requiring all supplier forms to be signed by the supplier before being processed and ensure independent review of the supplier form by authorised personnel. Implement procedures to collect bank documentation and confirm supplier bank details over the telephone for all existing suppliers.	Moderate	DCEO			Complete	*Eftsure is no longer used due to cost implications. All new suppliers must provide a copy of their bank statement no older than 6 months which clearly shows BSB and Acc No and Business name OR a deposit slip with the above information. All other steps followed as per management comment.*	*The following new processes have been put in place to reduce risk & increase compliance:* *5. All changes made to a supplier are signed off by a reviewer to check the changes made are correct & are as presented.* *6. ABN checks are attached to all new suppliers.* *7. A fortnightly audit trail is printed after each creditor & payroll processing period & must be presented with supporting documentation to be signed off by a senior officer.*
		Revenue to be recognised in accordance with AASB 15	There were inaccuracies in the reporting of grant income in the monthly Financial Activity Statements. Revenue recognition is not aligned with the performance obligation being met.	We recommend that management to conduct a comprehensive review of revenue recognition practices and procedures enhancing internal control over financial reporting processes, particularly in the areas of revenue recognition and grant income reporting.	Minor	DCEO			Complete		*Noted - this process is being implemented.*
		Review of Creditor Batch Payment	During our batch payment testing, we observed that out of the 15 payment batches sampled, there was one instance where we could not verify the evidence of the review of the creditor batch transaction listing report.	We recommend establishing clear and documented procedures for the review of creditor batch transaction listing.	Minor	N/A			Complete		*Noted - updating of all procedures across the organisation is in progress.*
Regulation 17 Review - AMD Charted Accountants	19-Jan-22	Risk Management	**Policies and Procedures** - The following Policy and/or procedures required further enhancement. A. Further Enhancement Required: • Risk Management Policy - This was last reviewed by the Shire in May 2019, however the policy still references the former AS/NZS 31000:2009 standard; as opposed to the current standard, AS/ISO 31000:2018. • Public Interest Disclosure - This procedure refers to the former Deputy CEO as the Public Disclosure Officer.						Superseded by Moore Australia's Regulation 17 review in November 2024.	Risk Management Policy was reviewed August 23, an amount has been allocated in the budget to update the Shire's risk managment component.	*A full review of current Policies and Procedures will be completed during 2022 as per the recommendation.*

Source and year (Internal audit/ the OAG / other external reviewer's	Report date	Findings	Recommendation [record details]	Risk rating	Manager responsible	Original completion date	Prior Year Finding (originally raised)	Status	ACTION TAKEN	Management Comments on action taken
		Policies and Procedures - The Shire's current practices relating to the following matters are not formally documented and/or addressed in policies or procedures. B. No Policy or Procedure: • Litigation and claims • Environmental Risk Management • Waste Management • Events Management • Safety procedures including Inductions for Contractors and outside workers. • Tender Process • Server Back-up • Appropriate Use of Shire IT and • IT Equipment Disposal		Medium	DCEO or Senior Governance and Risk Officer			Superseded by Moore Australia's Regulation 17 review in November 2024.		
		Policies and Procedures - The following Shire practices are documented and / or addressed in policies or procedures; however the policy or procedure was in draft format at the time of our reveiw and has not been approved and comunicated to staff. C. Policy or Procedure in draft • Annual Performance Appraisal procedure • Salary Sacrifice Procedure • Council Superannuation Contributions procedure • Surplus Plant, Equipment and Materials procedure • Rate Payments by Employees procedure • Crossover and Entrances procedure • Street Trees procedure • Exploration Drilling on Shire Roads and Reserve procedure • Footpath/Kerbing Deposit procedure						Superseded by Moore Australia's Regulation 17 review in November 2024.	We are in the process of reviewing existing and implementing new policies & procedures	
		Policies and Procedures - The following policie, procedures and / or plans are potentially out of date and may require review (last reviewed three years prior). D. Potential Out of Date Documents • Public Interest Disclosure procedure (guideline) (April 2018) • Workplace Harassment and Bullying procedure (Nov 2015) • Insurance Claims procedure (Nov 2016) • Buy Local procedure - Regional Price Perference Questionnaire (Revision date not provided) • Collection of Outstanding Rates procedure (Nov 2015) • Corporate Credit Card procedure (Nov 2015) • Asset Management procedure (Nov 2015)						Superseded by Moore Australia's Regulation 17 review in November 2024.	Buy Local Policy under review Credit Card policy updated August 2024	
		Business Continuity Plan Testing - Council's existing Business Continuity Plan, whilst up-to-date, has not been tested in full nor is there a formal process or predetermined schedule for futture testing of the plan.	We recommend the Shire implement a process to test and evaluate the Business Continuity Plan's effectiveness to ensure it is current, adequate, and will mitigate disruption in the event of unforeseen circumstances.	Medium	DCEO			Superseded by Moore Australia's Regulation 17 review in November 2024.	Reraised in 24/25 FA	*The Business Continuity Plan is currently reviewed annually. A testing schedule in the form of a desktop exercise will be developed to coincide with the annual review.*
		Insurance Register - As noted at 2.2.1 (D) the shire has an Insurance Claims Procedure in place, however, our inquries indicate the Shire does not maintain a register of insurance claims including details such as the date of the accident / incident, a description of the accident / incident, the date the claim was lodge with the insurer adn the outcome of the claim in place.	We recommend a register of all insurance claims be developed and maintained. This information will enable a regular review of the insurance register to be performed to assess whether appropriate and timely action is being undertaken in respect to open claims.	Low	DCEO			Complete/superseded by Moore Australia's Regulation 17 review in November 2024.		*A register of all insurance claims will be developed and maintained as per the recommendation.*
		Register of Audit and Review Recommendations - We noted there is currently no register maintained to track the progress regarding implementation of recommendations / actions arising from Office of the Auditor General Financial Audit, FMSR, Regulation 17 or other internal reviews is carried out.	We recommend a register of recommendations be developed and implemented, with the register tabled at future Audit Committee meetings	Low	DCEO			Complete/superseded by Moore Australia's Regulation 17 review in November 2024.	An Audit Findings Register has been introduced this year	*A Register of Audit and Review Recommendations will be developed and implemented as recommended.*

Source and year (Internal audit/ the OAG / other external reviewer's	Report date	Findings		Recommendation [record details]	Risk rating	Manager responsible	Original completion date	Prior Year Finding (originally raised)	Status	ACTION TAKEN	Management Comments on action taken
		Internal Controls	**Tender Management** - Our Review of 2 major tenders (RFT2021-4 and RFT2021-6) identified the following in relation to Tender Management and disclosure. •Council's internal proforma documentation does not identify the Shire Officer responsible for overseeing the Tender deliverables •Following the awarding of the Tender to the successful contractor, no formal contracts were subsequently executed •Whilst there is a Tender Register published on the Shire's website, this was not updated with current information in relation to the Tenders as at the date of our review.	We recommend: •Enhancement to the current Tender management process, incorporating the inclusion of a responsible officer to be specified; •Formal contracts be developed and executed for all successful Tenders; and •Ensure up to date information is included on the Shire's website in respect of Tenders.	Medium	SGRMO			Superseded by Moore Australia's Regulation 17 review in November 2024.	We are in the process of reviewing existing and implementing templates. New templates e.g internal request for Tenders has been created. The Tender Register on the Website is up to date	*The Tender management process will be reviewed. A responsible officer for all Tenders will be nominated. Formal contracts for all Tenders will be developed.* *The Shire is currently publishing (and will continue to publish) up to date information on the Shire website in respect of Tenders.*
		Legislative Compliance	**Long Term Financal Plan** - Our inquries indicate the Shire's Long term Financial Plan incorporates forecast financial information to the 2028/29 Financial year representing only 8 years of data.	We recommend the Shire review and update the Long Term Financial plan to ensure that forecast data is available for the following 10 years at all times.	Low	DCEO			Complete	Budget allocation for 24/25 completion	*The Long-Term Financial Plan (LTFP) was not updated during 2020 due to COVID-019 constraints. The LTFP is currently under review and a new LTFP should be completed by March 2022. This will include full 10 year projections.*
			Internal Audit -We noted that the Shire does not currently have a formal documented internal audit program in place.	The Department of Department of Local Government, Sport and Cultural Industries guidelines recommend an internal audit function be established incorporating an internal audit program which is re-assessed annually. Should the Shire consider an internal audit function not be required, we suggest the Audit Committee formally document they have considered the best practice guideline and the reasons they feel it is not necessary.	Low	DCEO			Superseded by Moore Australia's Regulation 17 review in November 2024.		*The Shire will seek further advice in regard to this, keeping in mind the resourcing limitations, and consider options for an appropriate internal audit function.*
			Complaints Handling - Our inquries indicate there is currently no written Complaints Handling procedure in place for Councillors.	We recommend the development and implementation of a Complaints Handling procedure. This procedure should not only include the processes to follow in the case of a complaint being made against Councillors and/or Shire staff but also the recording of these complaints on a centralised register. The ability to make complaints anonymously should also be included within the procedure.	Low	SGRMO			Complete	Waiting for the amendments to the legislation. Now covered by policies & Code of Conducts	*A Complaints Handling Procedure incorporating the above recommendations will be developed and integrated with our Recordkeeping Procedure.*
Regulation 5 (2) (c) - Financial Management Review - Avant Edge Consulting	1-Nov-21	**Procurement** - Procurement Policies and Procedures	The Shire Policy does not adequately address the process that needs to be undertaken for assessing procurements that have gone to Public Tender.	Shire's procurement policy clearly documents the process of establishing an evaluation panel to evaluate (RFT) & (RFQ) including:	Medium	DCEO or Senior Governance and Risk Officer			Superseded by Moore Australia's Regulation 5 review in November 2024.	Procurement/purchasing policy to be updated.	*All documentation relating to procurement process is appropriately maintained for ease of access and demonstrates proper procurement process has been followed.*
				1. Establish evaluation panel					Complete		
				2. Panel Members to sign COI (conflict of Interest) declaration prior to assessing tender submissions.					Complete	COI form introduced	
				3. Require at least 2 evaluation panel members (prefer 3).					Complete		

Source and year (Internal audit/ the OAG / other external reviewer's	Report date	Findings	Recommendation [record details]	Risk rating	Manager responsible	Original completion date	Prior Year Finding (originally raised)	Status	ACTION TAKEN	Management Comments on action taken
			4. Evaualtion panel establish standard process of measuring value for money (scoring matrix) and assessing supplier based on qualiative requires as stated in RFT & RFQ					Complete		
			5. All panel members sign off on recommendations to award contract to particular supplier prior to CEO/DCEO & Council before issuing award letters.					Complete		
		The requirement to publish the Tender Register on the website was added to Section 17 of the LG (Function s and General) Regulations was gazetted in November 2020: • The new regulation doesn't state how far back tenders have to be published. • Tenders since then have been published on the Website as single tender files (not summary) • Tender Register Summary will be published going back to 2013/2014 as soon as practicable						Complete	The Tender Register on the Website is up to date	
		Further, the Shire does not have a process in place to monitor and identify if certain procurements should go to public tender. Although all procurements greater than $250,000 should be procured via public tender, we noted that expenditures on certain suppliers (over a 12 period) has exceed $250,000 or may be routine type work that may exceed $250,000 over time but no public tender has been called. This could happen where the Shire may consider using a particular supplier to be more practicable than going to public tender due to possibly limited suppliers or where an existing supplier has been used previously and is more convenient to continue to use that supplier for other related works. The following were noted with the following expenditure over last 12 months: • E & KN Davies $255,320 • BGL Solutions $176,612 • Crystalline Civil & Rural $92,235 • Fulcher Contractors $384,153 • Fulton – Hogan Industries $102,489 In addition to the above the shire has a contract with AA contractors for Pavement Construction, which was awarded via public tender for an amount of $240,489, however for the past 12 months a total of $343,262 has been paid to this contractor. The additional payments may relate to other works but is not clear as to whether these other works should also have been secured via a public tender process.	Shire print "supplier > $50,000" report from Synergy on a quarterly basis to show who has been paid the over the last 12 - 18 months. Investigate to determine whether the payments relate to the same type of work and are continuous in nature and not a once off job. Where the type of work is similar and continuous in nature, the Shire should be considering whether best value for money can be achieved via proceeding to an RFQ or an RFT. This would assist the Shire to comply with Sections 11 and 12 of the Local Government (functions and general) Regulations 1996. Due to the remoteness of the Shire, obtaining supplier services can be difficult. Howeverm this can be taken into consideration when undertaking ongoing monitoring of similar and continous procurements.	Medium	DCEO or Senior Governance and Risk Officer			Superseded by Moore Australia's Regulation 5 review in November 2024.		*Implement as recommended*
		As per Section 17 of the Local Government (Functions and General) Regulations 1996, the CEO is responsible for keeping a Tender's Register is maintained on the Shire's website. We understand that tender information on awarded tenders is available on the Shire's website and meets the requirements of Section 17 (1) (2) and (3), however this relates to individual tenders awarded and does not provide a history of all previous that have been awarded **which are still in progress.** The Tender register should also maintain information on variations and extensions that may have been approved during the contract period. As such the current process can be improved.	I recommend that the Shire ensure that its Tender Register includes all previous awarded tender information on tenders **that are still in progress** and i would also suggest that where the tender allows for contract extension options and such options are exercised that this information should also be included in the tender register.					Complete	The Tender Register on the Website is up to date	

Source and year (Internal audit/ the OAG / other external reviewer's	Report date	Findings		Recommendation [record details]	Risk rating	Manager responsible	Original completion date	Prior Year Finding (originally raised)	Status	ACTION TAKEN	Management Comments on action taken
		Monitoring Contracts	The Shire currently does not have policies or procedures regarding contract management. In the absence of formal contract management policies and procedures it was not clear as to who was responsible for and how such responsibility was to be initiated for monitoring of works under existing supplier contracts and also regarding the approving of contract extensions and contract over payments. Further, although formal contracts are in place for most awarded contracts, I was unable to determine whether formal contracts are drawn up for Road Works related works. Based on discussions with the DCEO it does not appear that formal contracts are created for Road related works.	The Shire should develop formal contract management policies and procedures. The policy and procedures should include at least the following:	Medium	Contract Manager			Superseded by Moore Australia's Regulation 5 review in November 2024.	Contract Manager employed 2024	*A formal Contract Management Policy will be developed. However, please note:*
				• Formal Contracts to be developed for say all contracts over $100,000 (the shire may decide that this is too high and may consider over $50,000).					Superseded by Moore Australia's Regulation 5 review in November 2024.	no progress will be considered as part of new contract role	*• Procedure for handling of contracts forms part of the Corporate Risk Officer Works Procedure Manual, as it is the responsiblilty of the Officer to maintain the Contracts Register and recording of Contracts/Leases and Agreements.*
				• Process for checking insurances, licensees, qualifications etc.					Superseded by Moore Australia's Regulation 5 review in November 2024.	as above	*• A register with all current and expired contract information is kept on the W-Drive under W:CORPORATE DOCUMENTS FOLDER\CONTRACTS, LEASES & AGREEMENTS. The register is updated when new contracts are executed/renewed or expired. The register further contains the Synergy Soft record number for each current or expired contract. PDF Copies of Contracts are also kept on the W Drive for quick access/reference.*
				• Process for checking that contractural obligations are being continually monitored and complied with.					Superseded by Moore Australia's Regulation 5 review in November 2024.		*• Contracts/Leases and Agreements are recorded in SynergySoft and the original signed documents are kept in clearly marked files in the safe.*
				• Contract variation, extension and renewal process and approvals.					Superseded by Moore Australia's Regulation 5 review in November 2024.		*• Expiring Contracts/Leases and Agreements are taken to the first Manex meeting every month as a fixed Agenda item at least 6 months before their expiry to alert management a decision on process for renewal/extension/tender/quotation is made by management. The Shire's Purchasing Policy (Policy 4.1) outlines whether a contract is to go to tender or request for quotation.*
				• Monitoring contract overspends and approval process.					Complete		*• The Shire's WHS Contractor Management Policy (Policy 3.7) outlines the process to be be followed before a contractor is engaged and what documents are required, i.e. insurance, applicable licenses and induction processes. The Policy also states that a Post Contract Evaluation is required upon completionof a service contract. A copy of the WHS Contractor Management Policy is attached for information purposes.*
				• Supplier post contract performance assessments. The assessment should be documented, signed off by the appointed contract manager or the CEO or Works Manager and stored together with the contract management documentation.					Complete		
				I also recommend that the CEO establish a process by which all contract management process documentation is maintained and stored in a central location that is easily accessible as evidence that contracts are being managed and signed off by the CEO, appointed contract managers or the Works Manager prior to contract ending.					Complete		

Source and year (Internal audit/ the OAG / other external reviewer's	Report date	Findings		Recommendation [record details]	Risk rating	Manager responsible	Original completion date	Prior Year Finding (originally raised)	Status	ACTION TAKEN	Management Comments on action taken
		Accounts Payable (Use of Purchase Orders)	I noted that the Shire does use purchase orders and that invoices will not be paid unless the invoice can be matched to an approved purchase order. However, I also noted that for larger contracts where regular invoices are being received for payment, the Shire does not create a purchase order for the whole contract $ value but rather creates individual purchase orders to cater for each individual invoice that is received from the supplier. Creating a purchase order for the whole of the contract $ value allows the Shire to maintain better control over the contract and ensure possible contract overpayments are able to be more easily identified. Where purchase orders are created only for individual invoices, there is a possibility that contract overpayments may go undetected. Further this will allow any contract variations to be tracked more easily in which once approval is given to vary a contract the purchase order can also be amended to reflect the variation.	I recommend that the Shire give consideration to creating purchase orders, for large ongoing contracts, for the whole contract $ value at the time of the contract being approved and all individual supplier invoices under that contract can be matched to the purchase order.					Complete		*Implement as recommended, for the financial year.*
		System Access (Seperation of Duties)	As part of my review, i assessed system access that has been provided to various Shire staff to ensure such access was appropriate. I noted the following accesses which may need attached -						Complete		
			Accounts Payable . The following positions have full access to create, modify Creditors within Synergy - • CEO • DCEO • Corporate Risk Officer (NOTE: this is only in place on a temporary basis due to new role changeover at the time of review) •Darren Long - Finance Contractor As the DCEO is responsible for signing off on the fortnightly creditor payments, the DCEO should not have access to create or modify new Creditors. I believe all that the above positions require is "Enquire" only access.		Medium	DCEO			Complete		*The CEO now has "enquiry" only access, while the Finance Contractor has had access to all functions removed. The DCEO will retain creation rights as the payment of any transactions the DCEO creates will be approved by other signatories. A second authoriser is always required.*
			Payroll. The following positions have full access to create and modify employees within Synergy - • CEO • DCEO • Corporate Risk Officer (NOTE: this is only in place on a temporary basis due to new role changeover at the time of review) •Darren Long - Finance Contractor As the DCEO should be certifying correctness of fortnightly payroll data he also should not have access to create or modify employee information. I believe all that the above positions require is "Enquire" only access.	*I recommend that the Shire investigate current access levels of all positions, especially the above and ensure that the access is only provided to those that require access to perform their functions. Care should be taken to ensure that proper segregation of duties is exercised to avoid possible control issues.*					Complete		*The CEO now has "enquiry" only access, while the Finance Contractor has had access to all functions removed. The DCEO will retain creation rights as the payment of any transactions the DCEO creates will be approved by other signatories. A second authoriser is always required.*
			Rates. The following positions have full access to create and modify Rates within Synergy - • Building Surveyor • Casual Position (this may currently be vacant) (NOTE: This access was for issuing of Refuse Tip Passes) • CEO • DCEO • Corporate Risk Officer (NOTE: this is only in place on a temporary basis due to new role changeover at the time of review) • Darren Long - Finance Contractor • Records Admin • Rates Health Check Position I believe all that the above positions require is "Enquire" only access.						Complete		*The CEO and Building Surveyor now has "enquiry" only access, while the DCEO, Casual Position, Records Admin and Corporate Risk Officer have access to all functions with the exception of deleting. The Finance Contractor and Rates Health Check Position have had access to all functions removed.*
			General Ledger. The following positions have full access to create, modify General Ledger within Synergy - • CEO • DCEO • Records Management Position • Darren Long - Finance Contractor - we believe this access should remail.						Complete		*The CEO now has "enquiry" only access, the DCEO and Records Management Position have access to all functions with the exception of deleting, while the Finance Contractor has had access to all functions removed. The DCEO will retain creation rights as the payment of any transactions the DCEO creates will be approved by other signatories. A second authoriser is always required.*

Source and year (Internal audit/ the OAG / other external reviewer's	Report date	Findings		Recommendation [record details]	Risk rating	Manager responsible	Original completion date	Prior Year Finding (originally raised)	Status	ACTION TAKEN	Management Comments on action taken
		Staff Login Access	I noticed that the staff computer logon access has not been regularly reviewed to ensure only valid staff have access and that access to terminated staff and positions are ceased. I noted the following: • 2 terminated staff still have a valid logon • There are a various number of active generic logons which need to be investigated to determine whether they are still needed. Generic logons should be investigated as to their use on a regular basis.	I recommend that the shire investigate the logon listing to ensure that only valid staff have active logons and that all generic logons are deleted where they are no longer required.	Low	RRO			Complete	New and exit user register has been created by RRO Officer, found here: \\GSCSERVER\Data\CORPORATE DOCUMENTS FOLDER\INFORMATION TECHNOLOGY	*Implement as recommended. (Process has already commenced, ITSolutions have been advised (23rd November 2021) and requested to delete terminated staff and generic logons that are no longer required).*
		General Ledger	The Shire does not have adequte policies or procedures over the journal processing and authorisation process. The procedure should cover end on month accruals processing, reconciliation and also authorisation process.	I recommend that the Shire develop policies and procedures regarding the end of month processing process.	Low	DCEO			Superseded by Moore Australia's Regulation 5 review in November 2024.		*Do not agree that a policy is appropriate or required at this level. Procedure to be developed - add to current SFO/FO Month End procedures document. **Please note: Journal Register already used.***
		Payroll	The Shire does not have adequte policies or procedures over the process of staff recruitment. I could not find documentation which stated how a new staff is to be selected as part of a selection interview, whether a panel is required, how referee process will work , validating an applicant via possible 100-point checks, assessing validity of staff qualifications, criminal checks and also ensuring that all selection of panel members have provided a conflict of interest declaration.	I recommend the following:	Low	DCEO			Unresolved		*The Shire has a current Recruitment and Selection Policy and Procedure. This Policy and Procedure will be reviewed and amended to confirm and ensure it is followed and aligns to OAG recommendations as above. However, please note: • Recruitment panels are established as standard procedure. • Recruitment interview questions are prepared for all advertised positions. • Reference check template is utilised The DCEO does review the fortnightly payroll prior to processing and payment to staff bank accounts. The SFO completes a detailed check of all payroll calculations. DCEO will review and sign-off all termination payments as recommended.*
			Further I noted that the DCEO does not at present certify the fortnightly payroll prior to be processed and paid into staff bank accounts. This certification is currently being carried out by the Senior Finance Officer. Finally, I noted that the termination calculation that is produced by the Finance Officer as part of the Payroll is also not signed off and checked by the DCEO as evidence that the final termination payment has been correctly calculated.	• The Shire develop formal policies and procedures to cover staff interviews and staff verification processes as part of employing new staff in line with the Office of the Auditor Generals performance report issued to all local councils in 2020 (a copy is attached). • The DCEO provide certification of the fortnightly pay and also certifies correctness of all final termination payment calculations.		DCEO			Complete		
		Rates	I noted that 3 golf clubs are currently exempt from general rates: • Borden Golf Club • Gnowangerup Golf Club • Ongerup Golf Club As per the Local Government Act only those that come under the definition of a religious group, provide charitable services or are of a not for profit providing community services can be considered to be exempt from being assessed for general rates. I dont believe the above three golf clubs would meet the religious and charitable definition.	I recommend the Shire investigate the reason for these 3 golf clubs being assessed as exempt from general rates.	Low	DCEO			Complete		*The three Shire golf courses are no longer exempt.*
		Procurement Quotations	The Shire's procurement policy requires that based on the value of the services being procured either a verbal or written quotes are required to ensure the shire is receiving value for money from its procurements. The policy also states that the quotes should be provided with the purchase order and sent to the Accounts Payable for invoice processing. I noted that the written quotes are not always accompanying the purchase order and sometimes the quote amount only is recorded on the purchase order.	I recommend the Shire issue clearer instructions to all staff that all written quotes should be attached to the approved purchase order as evidence that the required number of quotes was obtained as per the Shire's policy and also to enable the officer approving the purchase order to satisfy themselves that value for money ahs been assessed.	Low	DCEO			Superseded by Moore Australia's Regulation 5 review in November 2024.		*The requirements for attachment of written quotes to Purchase Orders will be reinforced with staff as recommended.*

Source and year (Internal audit/ the OAG / other external reviewer's	Report date	Findings		Recommendation [record details]	Risk rating	Manager responsible	Original completion date	Prior Year Finding (originally raised)	Status	ACTION TAKEN	Management Comments on action taken
		Observations (No Recommendations Made)	**Shire Guidelines:** The shire should ensure that all its policies, procedures and written guidelines are subjected to regular review and should be updated at least once every 2 years.			SGRMO			Complete	A Policy Review register has been implemented in August 2023 which includes a schedule of reviews	*The Shire currently maintains a rolling review process.*
			Software and Software Usage Policy: The Shire currently does not have a Software register to identify all software that is loaded and used by staff and also does not have a Software Usage Policy in order what software should or should not be uploaded on Shire computer equipment.			DCEO IT			Unresolved	CG 10/24 need to seek advice from SolutionsIT	*The Shire will develop a software register and usage policy as recommended.*
			Petty Cash Policy: The petty cash and till float policy should be reviewed and updated as the policy shows that there is a $1,000 float but the float has now been changed.			DCEO			Complete	Has been updated PC is now $300	*COMPLETED*
			Credit Card Policy: Credit card policy 6.4 needs to be updated re: the credit card limits for the two card holders the CEO and DCEO. The policy is currently showing that the CEO has a $ limit of $10,000 and the DCEO has a $ limit of $5,000. However, I understand that there is only one $ limit of $10,000 which is shared between the two card holders.			DCEO			Complete	Reviewed and updated	*COMPLETED*
			Fixed Assets Register: I noted that the fixed assets that existed prior to 2005 before the fixed assets were taken up in synergy. The Shire needs to follow this up with the Shire's IT service provider, IT Vision, to see how these assets can be removed from the asset register.			DCEO			Complete	CG 10/24 need further investigation to understand finding	*Shire staff will work with IT Vision to remove these from the system.*
			Fixed Assets Register: Further the Shire's fixed asset policy within the Shire's Internal control Manual should include the need to undertake annual stocktakes of all plant and equipment and for the stocktake to be signed off by at least 2 shire officers as evidence that the stocktake was undertaken.			DCEO			Superseded by Moore Australia's Regulation 5 review in November 2024.	CG 10/24 Amended, will look to implement a 'rolling stocktake' of all shire assets where all assets have been included in a stocktake over a 3 year period.	
Financial Interim & Final Audit 2023/24											
Interim & Final Audit 2023/2024 by AMD Charted Accountants	30-Jun-24	Bank reconciliations	During the audit, we observed that the bank reconciliations for the months of August and February NAB Municipal account were not completed in a timely manner.	• Bank reconciliations are performed promptly at each month end. • A member of Shire management reviews monthly bank reconciliations where completed by external practitioner and this review is evidenced.	Significant	DCEO	Completed		Complete		When it was identified that bank reconciliations were not being performed in a timely manner, this was rectified immediately and are now up to date. The external consultant that has been engaged to undertake the bank reconciliations does not have access to the Shires bank accounts and therefore the risk is considered low. The consultant has team members who prepare the bank reconciliation, and the consultant then reviews. Being a small LG we have limited capability and or capacity to review all work undertaken by external consultants and therefore apply a risk-based approach when determining what work to review.
			The bank reconciliation for December 2022 and February 2023 for the Bendigo Municipal Account (633-000 183706381) has not been signed by the preparer and reviewer, and it is also not dated.								
			There have been long outstanding items since 4 August 2022, in the month of August 2022, October 2022, December 2022 and February 2023 for the Bendigo Municipal Account (633-000 183706381).								

Source and year (Internal audit/ the OAG / other external reviewer's	Report date	Findings		Recommendation [record details]	Risk rating	Manager responsible	Original completion date	Prior Year Finding (originally raised)	Status	ACTION TAKEN	Management Comments on action taken
		Inadequate Monthly Reconciliation Procedures	Monthly reconciliations of key balance sheet items were not performed promptly and consistently throughout the year. Reconciliations performed by an external practitioner during the second half of the financial year, were not subject to independent review by the Shire's management.	• Monthly reconciliations of key balance items should be performed promptly at each month end. • To help ensure the month end reconciliations are correct, as well as prepared regularly and promptly, they should be reviewed by Shire management. This review should seek to confirm the accuracy of the reconciliation and should be evidenced accordingly.	Significant	DCEO	Completed		Complete		Note comment regarding bank reconciliations.
		Opening Balances Variance	Opening balances are misstated. Postings being made in error to prior year highlight a weakness in internal controls that could lead to further inappropriate or incorrect postings which may lead to material variances in the future.	• Opening balances are reviewed and reconciled ahead of the final audit. • The cause of these postings being investigated and controls be introduced to prevent (or reduce to the extent possible) such postings being made in the future.	Significant	DCEO			Complete		Has been rectified. It was investigated and discovered it was due to the Shires finance system which does not have the capacity to close prior periods. Employees can accidentally set the period they are working in a prior period without alerts or other means of identifying the error which is what has caused this error. An employee has accidentally set their period to the prior year and for that one day posted all entries to the incorrect period. The Shire is aware of the issue and often sends reminders to employees to ensure they are posting to the correct period.
		Inadequate Journal Procedures	If journals are not independently reviewed and approved, there is a risk that erroneous or fraudulent transactions may pass undetected. Accounting journals can represent significant adjustments to previously approved accounting transactions. A journal file/register ensures journals are supported by appropriate evidence and approvals, to enable a clear audit trail for any further investigations required in relation to the journal.	• All journals are independently reviewed by Shire management. • A complete and detailed journal file/register is maintained.	Significant	DCEO	Completed		Complete		As per the bank reconciliation comment, these issues relate to a specific period and upon identifying the issue was immediately resolved.
		Management advised the Shire's Disaster Recovery Plan has not been tested.	Without testing of the Plan to ensure its effectiveness, the Shire is vulnerable to extended downtime, data loss, financial implications and regulatory consequences. The Shire may not be able to continue the delivery of critical services following a disruptive event.	We recommend the Shire adopts a testing schedule for the Plan and ensure it is adhered to.	Significant	DCEO	Feb-26	22/23 FY	Carried forward per below findings		The Shire has had a period of sustained staff shortages and has not had the capacity to undertake a test of the disaster recovery plan. It is anticipated that this project will be completed during Q1 of the 2026/27 financial year.
		Lack of IT Policies, Strategic Plan, IT RIsk Register	During our review of IT Policies & Procedures, we noted the following: •The Shire does not have an IT Strategy •The Shire has limited IT Policies and Procedures in place, and do not encompass; General IT, Cyber Security and Change Management Policies. •The Shire does not maintain an IT Risk Register. • Shire staff have not received formal Cyber Security Training.	We recommend the Shire conducts a comprehensive review of IT as soon as possible and introduces an IT strategy, appropriate IT policies and procedures and conducts cyber security training for Shire employees.					Carried forward per below findings		• IT Strategy – engage consultant to update 2018 IT strategy Completion by December 2024 • IT Policies and Procedures – engage consultant to update and encompass; General IT – Completion December 2024 Cyber Security – will form part of cyber security audit – Completion July 2025 Change Management Policies – engage consultant - Completion July 2025 (budget permitting). • IT Risk Register – current budget includes risk register update, will incorporate into scope IT – Completion July 2025. • Cyber Security Training – will incorporate in 2025/26 budget.

Source and year (Internal audit/ the OAG / other external reviewer's	Report date	Findings		Recommendation [record details]	Risk rating	Manager responsible	Original completion date	Prior Year Finding (originally raised)	Status	ACTION TAKEN	Management Comments on action taken
		Credit Cards and Fuel Cards	During our review of credit card statements, we noted that the CEO and Deputy CEO's credit card statements were not consistently subject to independent review during 2023/2024 financial year. We also note there is no fuel card policy in place.	We recommend that all credit card statements should be subject to independent review. We also recommend a fuel card policy be documented, approved and the fuel card policy be signed off by employees issued fuel cards.	Moderate	DCEO	Dec-24		Complete		Complete - the Shire currently has a signed card agreement with all card holders including fuel cards and a register.
		Inadequate Risk Management Procedures	We noted that the Shire's Risk Dashboard/Register has not been reviewed since May 2023	We recommend the Risk Register be reviewed as soon as possible and moving forward the Register be reviewed at least quarterly, in line with best practice.	Moderate	DCEO	Dec-25		Carried forward per below findings		This project had commenced in 23/24 but the responsible officer had an unforeseen absence. It has been determined that the project will be outsourced and upon adoption of the 24/25 budget the project will recommence and will incorporate the IT risk register. Also note the Shire has updated the Audit Committee to the Audit and Risk Committee. This is a long-term project which includes uplifting the capability of the committee to appropriately oversee the risk management of the Shire.
		Lack of Detailed Fixed Asset Register Review	From inquiries of management, we note it has been several years since a reconciliation was undertaken between the fixed asset register and physical assets.	We recommend a thorough reconciliation between the fixed asset register and physical assets is performed as soon as possible and is performed at least annually moving forward, in line with best practice.	Minor	DCEO	Mar-25	FY 20/21	Complete		As discussed with the audit team, this project was commenced in 23/24 but due to lack of capability and no other resources being available to undertake the project it was not finalised. Several attempts have been made to recruit appropriate resources that would be responsible to undertake the project but without success. Funding has been allocated in the 24/25 budget to renew the asset maintenance and replacement plan which will require the register to be reviewed.
Final Audit	30-Jun-24	Non Compliance with LG Regulations	Draft 30 June 2024 financial statements were submitted to the auditor post 30 September 2024 in breach of Section 6.4 of the Local Government Act 1995.	We recommend the Shire put procedures in place to ensure compliance with the Local Government Act 1995 in future years.	Significant	DCEO	30/06/2025		Complete		Agree. Note we sought and were approved for an extension by the Department to submit the financial statements by the 18th October and they were submitted on the 14th October. The Shire has a plan to move forward that will ensure the Shires financial statements are submitted in accordance with the Local Government Act.
		Incorrect calculation of depreciation	During our revie of depreciation we noted the following: • Depreciation rates for two classes of assets did not tie to the policy adopted by Council, resulting in a material adjustment to the financial statements. • There were numerous assets which ere not being depreciated die to being incorrectly set up in the system, resulting in a material adjustment to financial statements. These errors have been subsequently adjusted in the final version of the financial statements.	We recommend: • It is ensured that the depreciation rates adopted by Council are flowed through the accounting system to financial statements. • Controls are put in place to ensure all assets that are set up in the system are correcly allocated a depreciation rate.	Significant	CFO	Dec-24		Complete		Agreed. We have engaged a Chief Financial Officer and a full review is being conducted of our assets and new procedures establised to ensure accuracy.
		Lack of detailed grant register	During our review of grant revenue, contract assets and liabilities, we noted the Shire does not maintain a detailed grant register.	We recommend the Shire maintains a detailed grants register which tracks, cash receipts, expenditure, milestones, resulting in clear contract asset/liability position at year end.	Moderate	CFO	Jan-25		Complete		Accepted, the Shire will implement the auditor's recommendation.
		Inadequate cut-off procedures	During our review of unrecorded liabilities, we noted there were instances where expenditure relating to the financial year ending 30 June2024 had not been correctly accrued.	We recommend the Shire reviews cut-off procedures and put appropriate processes in place to ensure all works relating to a financial year get accrued.	Moderate	CFO	Jun-25		Complete		Accepted, the Shire will implement the auditors recommendation.
		Incorrect recognition of ATO liabilities	During our review of ATO liabilities, we noted that the June Business Activity Statement balance had been included within the Trade Receivables and did not reconcile to the general ledger. This has been subsequently adjusted in the final version of the financial statements.	We recommend: • The June Business Activity Statement is reconciled to the revelvant general ledger codes. • ATO liabilities are seperately disclosed in the financial statements in line with best practice.	Minor	N/A	N/A		Complete		Completed
		Inaccurate bank reconciliations	During our review of bank reconciliations, we noted that the Municipal and Reserves bank reconciliations did not tie to the general ledger - with both varying by the same corresponding amounts	We recomment to ensure that bank reconcilations tie to the general ledger moving forward.	Minor	CFO	Ongoing		Complete		Agreed, the Shire will implement the auditor's recomendation.

Source and year (Internal audit/ the OAG / other external reviewer's	Report date	Findings		Recommendation [record details]	Risk rating	Manager responsible	Original completion date	Prior Year Finding (originally raised)	Status	ACTION TAKEN	Management Comments on action taken
		Incomplete related party declarations	During our review of related party declarations, we noted the Shire only obtained declarations for CEO and DCEO and not all staff deemed key management. We further confirmed any related party transactions have been appropriately disclosed with the 30 June 2024 financial report via observation and enquiries with management, and a review of related party transactions.	We recomment the Shire obtains related party declarations each year for all councillors and all key personnel.	Minor	N/A	N/A		Complete		Completed
				Financial Interim & Final Audit 2024/25							
Interim Audit 2024/2025 by AMD Charted Accountants	30-Jun-25	Inadequate Monthly Reconciliation Procedures	During the audit we noted that: • Monthly reconciliations were not subject to independent review during the first half of the financial year. • Reconciliations were not performed consistently across all key balance sheet accounts. • Month-end checklist is not utilized.	We note that the Shire's Chief Financial Officer has independently reviewed reconciliations prepared by the finance team since January 2025 and has drafted a month-end checklist to be adopted. We recommend these controls are maintained moving forward. The month end checklist should be adopted and signed by both the preparer and reviewer at the end of each month.	Significant	DCEO	Jun-25	23-24	Complete	Test effectiveness of work done	As per the recommendation we have implemented appropriate controls since January 2025. The end of month check list will be formalised by 30 June 2025
		Lack of IT Policies, Strategic Plan, IT Risk Register	During our review of IT policies and procedures, we noted the following: • The Shire does not have an IT Strategy • The Shire has limited IT Policies and Procedures in place, and do not encompass General IT, Cyber Security and Change Management Policies. • The Shire does not maintain an IT Risk Register. • Shire staff have not received formal Cyber Security Training. • The Shire has two servers which are outdated and no longer supported by Microsoft. • Passwords do not expire and are not required to be updated on a regular basis.	We note the Shire has begun a review of IT including drafting an IT Strategy, but we recommend as soon as possible the Shire completes a comprehensive IT review, adopts a formal IT strategy, adopts appropriate IT policies and procedures and conducts cyber security training for Shire employees. Additionally, we recommend the outdated servers are reviewed and upgrade considered. Furthermore we recommend passwords have a forced expiration date to ensure they are updated on a regular basis.	Significant	DCEO	Various		Unresolved		• The Shire has an IT Strategy in place - approved by Council on 23/07/25. • Limited IT Policies and Procedures remain in place. • The Shire will incorporate an IT Risk Register into the general Risk Register. • Shire staff are receiving formal Cyber Security Training as of FY 25/26. • The Shire replaced one server in FY 25/26. Solutions IT are to confirm the status of the other server. • Solutions IT confirmed passwords do not regular updating. • No progress to date on a Software register to identify all software that is loaded and used by staff. Yet to implement a Software Usage Policy in order confirm what software should or should not be uploaded on Shire computer equipment.
		Inadequate Purchasing Procedures	During our expenditure testing, we noted eight instances where the purchase order was dated after the invoice and two instances where a purchase order was not completed, out of a sample of twenty-five tested.	We recommend purchase orders be completed prior to incurring expenditure and in line with the Shire's delegation of authority	Significant	DCEO	Jun-25		Unresolved		The Shire has implemented a procedure where purchase orders (POs) will not be retrospectively raised if an invoice is received without a prior PO. In such cases, invoices must be approved by the relevant manager or supervisor to highlight non-compliance with procurement procedures. To reinforce accountability, any invoice received without a valid PO will be escalated to the CEO, and the responsible employee will be required to meet with the CEO to discuss potential disciplinary action. Additionally, a letter from the CEO has been prepared and distributed to all suppliers, advising that invoices will not be paid unless supported by a valid purchase order. Suppliers have been instructed not to provide goods or services without prior approval. We will initiate training with staff to ensure compliance breaches do not occur.
		Disaster Recovery Plan Not Tested	Management advised the Shire's Disaster Recovery Plan has not been tested	We recommend the Shire adopts a testing schedule for the Plan and ensure it is adhered to.	Significant	DCEO	Feb-26	23-24	Unresolved		
		Inadequate Journal Procedures	During review of journals for 2024/25 financial year, we noted that journals were not consistently subject to independent review	All journals are independently reviewed by Shire management	Moderate	DCEO	Dec-25	23-24	Complete		
		Inadequate Risk Management Procedures	We note the following: • The Shire's Risk Management Framework is outdated, referencing the superseded ISO 31000:2009 Risk Management. • The Risk Register has not been regularly reviewed and updated.	We note the Shire has begun a review of the Risk Management Framework and engaged a consultant. We recommend the following: • Updated framework is adopted and applied as soon as possible. • The Risk Register be reviewed as soon as possible and moving forward be reviewed at least quarterly, in line with best practice.	Moderate	DCEO	Dec-25	23-24	Unresolved		A Risk Management Officer has been employed and will be reviewing the Shire's entire risk management component.

Source and year (Internal audit/ the OAG / other external reviewer's	Report date	Findings		Recommendation [record details]	Risk rating	Manager responsible	Original completion date	Prior Year Finding (originally raised)	Status	ACTION TAKEN	Management Comments on action taken
		Recordkeeping and Receipt of Event Income	During testing we noted that the Shire held a "Long Table Lunch" event during the year. Originally Council was not able to facilitate the event, however a Councillor proceeded with organising the event themselves until a rescheduling opportunity arose for the Shire and the Shire resumed responsibility of the event. All receipts of income for this event were received into the individual Councillor's bank account. A reconciliation was	We recommend that all income/expenditure for the Shire managed events are received in to Shire nominated bank accounts.	Moderate	DCEO	Nov-25		Complete		The Shire recognises this was an unusual situation but has put appropriate controls in place to ensure future events are appropriately managed.
		Delays In Processing of Interim Rates	During testing we noted several instances in the financial year where interim rate notices had not been raised promptly following receipt of updated Landgate schedules	We recommend processes are put in place to ensure interim rates are raised promptly as required	Minor	DCEO	Nov-25		Complete		
		Debtor Follow-up Procedures	From inquiries of management, we noted that rate debtors have not been followed up during the 2024/2025 financial year.	Aged debtors (sundry and rates) be reviewed monthly and appropriate measures (i.e. email, letter, phone call, legal action) are taken to ensure the Shire receives funds owed in a prompt manner	Moderate	DCEO	Nov-25		Complete		Debt Collections processes are being rebuilt with dedicated staff member al& external resources being allocated to thuis task
		Fuel Card Agreements	Our testing indicated employees are not required to sign Fuel Card Use Agreements.	We recommend employees with access to fuel cards be required to sign a Fuel Card Use Agreement, setting out the Shire's requirements in respect to use of Shire fuel cards	Minor	DCEO	Aug-25		Complete		
Final Audit 2024/2025 by AMD Charted Accountants	30-Jun-25	Incorrect calculation of depreciation	• Depreciation rates for two classes of assets did not tie to the policy adopted by Council, resulting in a material adjustment to the financial statements. • There were numerous assets which were not being depreciated due to being incorrectly set up in the system, resulting in a material adjustment to the financial statements	We recommend the Shire: • It is ensured that the depreciation rates adopted by Council are flowed through the accounting system to the financial statements • Controls are put in place to ensure all assets that are set up in the system are correctly allocated a depreciation rate.	Significant	DCEO	31/10/2025		Complete	Management acknowledges the error in applying incorrect depreciation rates to the two assets classes and has corrected the 2024-25 depreciation calculation as per the auditors' recommendation. Depreciation rates for the following Infrastructure classes have been amended for the 2025-26 Financial year: • Asset 61093 Footpaths: amended to 20%, • Asset 60023 Drainage – culverts and foodways: amended to 25% • Asset 62001 Drainage – pits: amended to 25% A review of all asset classes will be conducted to ensure correct depreciation rates are applied.	After adjustments we done as part of audit, the auditors were happy that is not materially misstated in the financial statements.
		Inaccurate Long Service Leave Balances	During our review and testing of the long service leave reconciliation we noted for two employees that their balances were not accurate as at 30 June 2025, however the financial impact of this was trivial.	We recommend the Shire carries out a detailed review of long service leave balances to ensure that the report per the system is accurate.	Minor	DCEO			Complete		The Senior Finance Officer addressed this following discussions with the external auditors.
		Inaccurate Sick Leave Provision	During our review of the sick leave provision, it was noted that no adjustment had been posted in FY2025. Whilst the financial impact was trivial, the provision did not tie to the supporting report.	We recommend the Shire adopts procedures to ensure all balance sheet items are reviewed and update in line with supporting documentation at each financial year-end.	Minor	DCEO			Complete		

5.4	**CYBERSECURITY ACTIONS – PROGRESS UPDATE**
Location:	N/A
Proponent:	N/A
Date of Report:	25 June 2026
Business Unit:	Governance & Strategy
Responsible Officer:	Thomas Gorman – Deputy Chief Executive Officer
Author:	Peter Wall – Project, Risk Management and Procurement Officer
Disclosure of Interest:	Nil

ATTACHMENTS

- Cybersecurity Actions – Progress Update **(confidential)**.

PURPOSE OF THE REPORT

To recognise the risk to the Shire of not adequately meeting the challenges from external technology-based threats. We will refer to this going forward as meeting the demands from Cyber Security.

BACKGROUND

There have been significant levels of cyber related crimes perpetrated or sponsored by stated based, crime or terrorist groups, amongst others. There have been examples of large multi-national organisations internationally and in Australia dealing with the consequences of a range of poor technology outcomes, i.e. data breaches to the dark web and ransomware attacks.

One Australian sector targeted is the whole of government, including local government. At an Australian Government level, this risk was identified as part of its overall national security framework. From this came the Australian Cyber Security Centre, which over time developed "The Essential 8" minimum baseline for cyber security for all organisations. This was completed as one of the strategies to safeguard the Australian community from the impacts of cyber-attacks.

The Essential 8 baseline has been accepted by the government sector as the framework it needs to employ to properly meet these cyber threats. Certain WA Local Governments are now being audited to see how they are meeting this requirement. The Office of Auditor General is leading this review. It is clear from inside and outside of the government sector that cyber security represents a significant risk.

COMMENTS

In August 2025, the Shire of Gnowangerup received the Cyber Uplift Program from our insurers, LGIS Mutual Services. This was pitched to the sector as the LGIS board recognised the evolving cyber threat landscape; and recognised LGIS needed to help local governments meet this risk.

We also received the JLT Public Sector Top Cyber Security Controls Review in September 2025; that flowed from the Cyber Uplift Program. The results were based on the responses provided by the Shire to LGIS in the renewal questionnaires during the insurance renewal process for 2025. Another report based on the 2026 responses will be issued within the coming months, an exact timeframe could not be confirmed by LGIS. A review of the 2025 results showed that while the Shire of Gnowangerup certainly had areas to improve, it compared well within the sector.

Shortly after receiving the JLT report, the Shire initiated an assessment of our IT environment and how we are meeting the cyber security threat. To ensure compliance with the Essential 8 standard, we began the process of significantly upgrading our managed IT services. Since upgrading the managed services agreement in April, there have been significant advancements in both technical alignment review and Microsoft Secure Score. Solutions IT will be providing another progress report during the next review meeting.

CONSULTATION

LGIS, JLT and Solutions IT

LEGAL AND STATUTORY REQUIREMENTS

Local Government Act 1995
Local Government (Functions and General) Regulations 1996

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

The additional services provided by the upgraded Managed IT Service represents an additional cost of approximately $35,570 per year to the Shire.

STRATEGIC IMPLICATIONS

As per Council Plan 2025-2035

Theme	Leadership and Governance
Strategy	4.2 An efficient and effective organisation providing appropriate services to our community

STRATEGIC RISK MANAGEMENT CONSIDERATIONS

This item has been evaluated against the current Council approved Risk Management Register.

Risk description	**Data breaches, data loss and ransom costs**
Primary Strategic Risk Category	Failure of IT Systems and Infrastructure
Primary Strategic Risk Category **Description**	• Data corruption • Stolen data • Data subject to ransom threat
Consequence: (Insignificant, Minor, Moderate, Major, Catastrophic)	Catastrophic
Likelihood: (Almost Certain, Likely, Possible, Unlikely, Rare)	Possible

IMPACT ON CAPACITY

The impacts are catastrophic if the Shire is impacted by a cyber-attack. Ideally with the correct processes in place, the downtime is limited as our back up processes are implemented.

CONCLUSION

The Shire needs to take all practical steps to ensure that it is not adversely impacted by a cyber-attack. There are both operational and legislative consequences if it fails to do so.

VOTING REQUIREMENTS

Simple majority

<u>**COMMITTEE RESOLUTION**</u>

Moved: Cr R O'Meehan **Seconded: Cr M Creagh**

ARIC0726.05

That the Audit, Risk and Improvement Committee notes the progress of the assessment of our current IT environment and scoring provided by Solutions IT.

UNANIMOUSLY CARRIED 8/0

FOR: **Emily Onn, Cr K O'Keeffe, Cr R O'Meehan, Cr M Creagh, Cr R Kiddle, Cr P Callaghan, Cr R Miniter, Cr J Hemley**

AGAINST: **Nil**

5.5	**COMPLIANCE AUDIT RETURN 2025**
Location:	N/A
Proponent:	N/A
Date of Report:	25 June 2026
Business Unit:	Governance & Strategy
Responsible Officer:	Thomas Gorman – Deputy Chief Executive Officer
Author:	Peter Wall – Project, Risk Management and Procurement Officer
Disclosure of Interest:	Nil

ATTACHMENTS

- Compliance Audit Return 2025

PURPOSE OF THE REPORT

For the Audit, Risk and Improvement Committee to receive, review and note the Compliance Audit Return for 2025 and report the results to Council.

BACKGROUND

The Local Government (Audit) Regulations 1996 require that each local government is to carry out a compliance audit for the period 1st January to 31st December each year.

The Compliance Audit Return is a useful tool in prompting and assisting both Councillors and staff to comply with the legislative requirements of local government. It also provides a snapshot to Council of how the organisation is functioning.

It is a requirement that the completed return is presented to the Audit, Risk and Improvement Committee for review. It is then referred to Council for adoption.

COMMENTS

The Compliance Audit Return 2025 was completed by staff in June 2026.

The findings of this Audit will be integrated into the Audit Finding Register.

CONSULTATION WITH THE COMMUNITY AND GOVERNMENT AGENCIES

Nil

LEGAL AND STATUTORY REQUIREMENTS

Local Government (Audit) Regulations 1996

Regulation 14. Compliance audits by local governments

> *(1) A local government is to carry out a compliance audit for the period 1 January to 31 December in each year.*
> *(2) After carrying out a compliance audit the local government is to prepare a compliance audit return in a form approved by the Minister.*

(3A) The local government's audit committee is to review the compliance audit return and is to report to the council the results of that review.
(3) After the audit committee has reported to the council under subregulation (3A), the compliance audit return is to be —

(a) presented to the council at a meeting of the council; and
(b) adopted by the council; and
(c) recorded in the minutes of the meeting at which it is adopted.

POLICY IMPLICATIONS
Nil

FINANCIAL IMPLICATIONS
Nil

STRATEGIC IMPLICATIONS
As per Integrated Strategic Plan

Theme	Our Organisation
Community Priority	Forward planning and implementation of plans to achieve strategic objectives

STRATEGIC RISK MANAGEMENT CONSIDERATIONS
This item has been evaluated against the current Council approved Risk Management Register.

Risk description	**Not to accept the Compliance Annual Return 2025**
Primary Strategic Risk Category	Adverse Regulatory Change
Primary Strategic Risk Category **Description**	• Investigation of Council for non-compliance • Litigation • Reputational damage
Consequence: (Insignificant, Minor, Moderate, Major, Catastrophic)	Catastrophic
Likelihood: (Almost Certain, Likely, Possible, Unlikely, Rare)	Possible

IMPACT ON CAPACITY
Nil

ALTERNATE OPTIONS AND THEIR IMPLICATIONS
Nil

CONCLUSION

It is recommended that the Audit, Risk and Improvement Committee accept the Compliance Audit Return for 2025 and recommend adoption by Council.

VOTING REQUIREMENTS

Simple majority

COMMITTEE RESOLUTION

Moved: Cr P Callaghan **Seconded: Cr R Miniter**

ARIC0726.06

That the Audit, Risk and Improvement Committee accepts the Compliance Audit Return for the period 1st January 2025 to 31st December 2025 and recommends adoption by Council.

UNANIMOUSLY CARRIED 8/0

FOR: **Emily Onn, Cr K O'Keeffe, Cr R O'Meehan, Cr M Creagh, Cr R Kiddle, Cr P Callaghan, Cr R Miniter, Cr J Hemley**

AGAINST: **Nil**

Compliance Audit Return 2025

Regulation 14 of the Local Government (Audit) Regulations 1996 requires local governments to carry out a compliance audit return for the period of 1 January to 31 December of each year.

Reference	Question	Management Comment - 97 questions in total
Local Government Act 1995		
s. 2.29	Has every person elected or appointed to a mayor, president, deputy, or councillor role made the required declaration in the prescribed form before a prescribed person, prior to acting in the office?	Yes
s. 3.16	Has the local government reviewed local laws which have not been reviewed in the previous 8 years, to ensure compliance with Schedule 9.3, Clause 65?	No - a review is planned to be completed by 6th December 2026. The review process was initiated in June 2026.
s. 3.57	Subject to Local Government (Functions and General) Regulations 1996, regulation 11(2), did the local government invite tenders for all contracts for the supply of goods or services where the consideration under the contract was, or was expected to be, worth more than the consideration stated in regulation 11(1) of the Regulations?	No - two instances of non-compliance were found to have occurred and were brought before the Audit, Risk and Improvement Committee on March 25th, 2026. The first instance was in relation to Gardening Services, and the second was in regard to Accounting Services.
s. 3.58(3)	Where the local government disposed of property other than by public auction or tender, did it dispose of the property in accordance with section 3.58(3) of the *Local Government Act 1995* (unless section 3.58(5) applies)?	N/A - for property, land and buildings. Plant and vehicles sold by public auction or tender.
s. 3.58(4)	Where the local government disposed of property under section 3.58(3) of the *Local Government Act 1995*, did it provide details, as prescribed by section 3.58(4) of the Act, in the required local public notice for each disposal of property?	N/A - for property, land and buildings. Yes for vehicles - 7 sold by Expression of Interest with details provided in the required local public notice.
s. 3.59(2)(a)	Has the local government prepared a business plan for each major trading undertaking that was not exempt in 2025?	N/A
s. 3.59(2)(b)	Has the local government prepared a business plan for each major land transaction that was not exempt in 2025?	N/A
s. 3.59(2)(c)	Has the local government prepared a business plan before entering into each land transaction that was preparatory to entry into a major land transaction in 2025?	N/A
Reference	**Question**	
s. 3.59(4)	Has the local government complied with public notice and publishing requirements for each proposal to commence a major trading undertaking or enter into a major land transaction or a land transaction that is preparatory to a major land transaction for 2025?	N/A
s. 3.59(5)	During 2025, did the council resolve to proceed with each major land transaction or trading undertaking by absolute majority?	N/A
s. 5.16 (1)	Were all delegations to committees resolved by absolute majority?	Yes
s. 5.16 (2)	Were all delegations to committees in writing?	Yes
s. 5.17	Were all delegations to committees within the limits specified in section 5.17 of the *Local Government Act 1995*?	Yes
s. 5.18	Were all delegations to committees recorded in a register of delegations?	Yes
s. 5.36(4) & s. 5.37(3)	Were all CEO and/or senior employee vacancies advertised in accordance with Local Government (Administration) Regulations 1996, regulation 18A?	N/A
s. 5.37(2)	Did the CEO inform council of each proposal to employ or dismiss senior employee? Where council rejected a CEO's recommendation to employ or dismiss a senior employee, did it inform the CEO of the reasons for doing so?	Yes
s. 5.39B	Has the local government adopted and maintained model standards that incorporate the prescribed model standards within required timeframes (including amendments), ensured adoption by absolute majority, published an up-to-date version on its official website, and avoided including any inconsistent additional provisions?	Yes
s. 5.42	Were all delegations to the CEO resolved by an absolute majority? Were all delegations to the CEO in writing?	Yes
s. 5.43	Did the powers and duties delegated to the CEO exclude those listed in section 5.43 of the *Local Government Act 1995*?	Yes
s. 5.44(2)	Were all employees delegated authority by the CEO under Section 5.44(1), issued with a written instrument of delegation?	Yes
Reference	**Question**	
s. 5.45(1)(b)	Were all decisions by the Council to amend or revoke a delegation made by absolute majority?	Yes
s. 5.46	Has the CEO kept a register of all delegations made under Division 4 of the *Local Government Act 1995* to the CEO and to employees? Were all delegations made under Division 4 reviewed by the delegator at least once during the 2024/2025 financial year? Did all persons exercising a delegated power or duty under the Act keep, on all occasions, a written record in accordance with Local Government (Administration) Regulations 1996, regulation 19?	Yes
s. 5.50	If the local government paid a finishing employee an amount in addition to their entitlement, did the local government follow a policy it had adopted and published on the website, outlining the circumstances in relation to payments made to terminated employees? If the local government made a payment to a finishing employee that is more than the amount set out in the policy, was local public notice given?	Yes - the Shire followed our Employee Recognition Gratuity Policy published on our website. The payment was not more than the amount set out in the policy.
s. 5.51A	Has the CEO prepared and implemented a code of conduct to be observed by employees of the local government? If yes, has the CEO published an up-to-date version of the code of conduct for employees on the local government's website?	Yes
s. 5.67	Where a council member disclosed an interest in a matter and did not have participation approval under sections 5.68 or 5.69 of the *Local Government Act 1995*, did the council member ensure that they did not remain present to participate in discussion or decision making relating to the matter?	Yes
s. 5.68(2)	Were all decisions regarding participation approval in relation to Section 5.68(2), including the extent of participation allowed and, where relevant, the information required by the Local Government (Administration) Regulations 1996 regulation 21A, recorded in the minutes of the relevant council or committee meeting?	N/A
s. 5.69(5)	Were all decisions regarding participation approval in relation to Section 5.69(5), including the extent of participation allowed recorded in the minutes of the relevant council or committee meeting?	N/A
Reference	**Question**	
s. 5.70	Where an employee had an interest in any matter in respect of which the employee provided advice or a report directly to council or a committee, did that person disclose the nature and extent of that interest when giving the advice or report?	Yes
s. 5.71B(5) and (7)	Where council applied to the Minister to allow the CEO to provide advice or a report to which a disclosure under section 5.71A(1) of the *Local Government Act 1995* relates, did the application include details of the nature of the interest disclosed and any other information required by the Minister for the purposes of the application? Was any decision made by the Minister under section 5.71B(6) of the *Local Government Act 1995*, recorded in the minutes of the council meeting at which the decision was considered?	N/A
s. 5.73	Were disclosures under sections 5.65, 5.70 or 5.71A(3) of the *Local Government Act 1995* recorded in the minutes of the meeting at which the disclosures were made?	Yes
s. 5.75	Was a primary return in the prescribed form lodged by all relevant persons within three months of their start day?	Yes
s. 5.76	Was an annual return in the prescribed form lodged by all relevant persons by 31 August 2025?	Yes
s. 5.77	On receipt of a primary or annual return, did the CEO, or the Mayor/President, as the case may be, give written acknowledgment of having received the return?	Yes
s. 5.88	Did the CEO keep a register of financial interests which contained the returns lodged under sections 5.75 and 5.76 of the Local Government Act 1995? Did the CEO keep a register of financial interests which contained a record of disclosures made under sections 5.65, 5.70, 5.71 and 5.71A of the Local Government Act 1995, in the form prescribed in the Local Government (Administration) Regulations 1996, regulation 28? After a person ceased to be a person required to lodge a return under sections 5.75 and 5.76 of the *Local Government Act 1995*, did the CEO remove from the register all returns relating to that person? Have all returns removed from the register in accordance with section 5.88(3) of the *Local Government Act 1995* been kept for a period of at least five years after the person who lodged the return(s) ceased to be a person required to lodge a return?	Yes
Reference	**Question**	

s. 5.89A	Did the CEO keep a register of gifts which contained a record of disclosures made under sections 5.87A and 5.87B of the *Local Government Act 1995*, in the form prescribed in the Local Government (Administration) Regulations 1996, regulation 28A? Did the CEO publish an up-to-date version of the gift register on the local government's website?	Yes
s. 5.90A	Did the local government prepare, adopt by absolute majority and publish an up-to-date version on the local government's website, a policy dealing with the attendance of council members and the CEO at events?	Yes
s. 5.94	Does the local government have information available for members of the public to inspect, free of charge as prescribed under section 5.94 and Admin Reg 29, except where restricted under this section?	Yes
s. 5.96	Where a person is entitled to inspect information under this Division, can the local government confirm that copies are available and that the price at which it sells copies does not exceed the cost of providing them, (unless prescribed otherwise)?	Yes
s. 5.96A	Did the CEO publish information on the local government's website in accordance with sections 5.96A(1), (2), (3), and (4) of the *Local Government Act 1995*?	Yes
s. 5.104	Did the local government prepare and adopt, by absolute majority, a code of conduct to be observed by council members, committee members and candidates that incorporates the model code of conduct? Did the local government adopt additional requirements in addition to the model code of conduct? If yes, does it comply with section 5.104(3) and (4) of the *Local Government Act 1995*? Has the CEO published an up-to-date version of the code of conduct for council members, committee members and candidates on the local government's website?	Yes
s. 5.128	Did the local government prepare and adopt (by absolute majority) a policy in relation to the continuing professional development of council members?	Yes
Reference	**Question**	
s. 7.12A(3), (4) and (5)	Where the local government determined that matters raised in the auditor's report prepared under section 7.9(1) of the Local Government Act 1995 required action to be taken, did the local government ensure that appropriate action was undertaken in respect of those matters? Where matters identified as significant were reported in the auditor's report, did the local government prepare a report that stated what action the local government had taken or intended to take with respect to each of those matters? Was a copy of the report given to the Minister within three months of the audit report being received by the local government? Within 14 days after the local government gave a report to the Minister under section 7.12A(4)(b) of the *Local Government Act 1995*, did the CEO publish a copy of the report on the local government's official website?	N/A
Local Government (Administration) Regulations 1996		
Reg 18F	Was the remuneration and other benefits paid to a CEO on appointment the same remuneration and benefits advertised for the position under section 5.36(4) of the *Local Government Act 1995*?	N/A
Reg 19AB	Does the code of conduct contain the requirement that a local government employee (not including the CEO) must not accept a prohibited gift from an associated person?	Yes
Reg 19AC	Does the local government's code of conduct include requirements for the recording, storing, disclosure, and use of information relating to gifts accepted by local government employees (excluding the CEO) from associated persons, in accordance with regulatory requirements?	Yes
Reg 19AE	Does the local government's code of conduct include requirements addressing employee behaviour in the performance of duties, interactions with others, use and disclosure of information, use of local government resources and finances, the keeping of records, and the reporting and management of suspected breaches and misconduct, in accordance with regulatory requirements?	Yes
Reg 19B	Did the local government include in its annual report all information required under section 5.53(2)(g) and (i) and regulation 3A(2), including number of employee's in salary bands over $130,000, remuneration and allowances paid, ordered payments, CEO remuneration, council member meeting attendance, available demographic information about council members, and details of any modifications to the strategic community plan or significant modifications to the corporate business plan?	Yes
Reference	**Question**	
Reg 19C	Has the local government adopted by absolute majority a strategic community plan? If yes, provide the date of the most recent review	Yes - major review completed on 23rd July 2025.
Reg 19DA	Has the local government reviewed its corporate business plan in accordance with Admin Regulation 19DA(4) ? If yes, provide date of review Does the corporate business plan comply with the requirements of Local Government (Administration) Regulations 1996 19DA(2) & (3)?	Yes - major review completed on 23rd July 2025. Minor review completed on 17th June 2026 (Corporate Business Plan).
Reg 22	Asked as part of question s5.75	Yes
Reg 23	Asked as part of question s5.76	Yes
Reg 28	Asked as part of question s5.88(1)	Yes
Reg 28A	Asked as part of question s5.89A(1)	Yes
Reg 29	Asked as part of question s5.94	Yes
Reg 29C	Does the local government publish all prescribed information on its official website— including up-to-date policies, required details of council member and employee returns, council member fees and allowances, and relevant public notices—within the specified timeframes and in accordance with legislative requirements?	Yes
Reg 35	Has every local government council member completed and passed the Council Member Essentials course, consisting of the five required modules and delivered by an approved provider, within 12 months of being elected?	N/A - Reg. 36(1)(a) applies here
Reg 36	Does the local government appropriately identify and document council members who are exempt from the training requirements under section 5.126(1), including verifying that the member: - has completed an approved course within the specified 5-year period prior to election, or - completed the LGASS00002 Elected Member Skill Set before 1 July 2019 within the relevant timeframe, or - qualifies for the transitional exemption applicable to council members in office at the commencement of the 2019 regulatory amendments?	Yes
Reference	**Question**	
Local Government (Audit) Regulations 1996		
Reg 10	Was the auditor's report for the financial year ending 30 June 2025 received by the local government within 30 days of completion of the audit?	Yes
Reg 17	Did the CEO review the appropriateness and effectiveness of the local government's systems and procedures in relation to risk management, internal control and legislative compliance in accordance with Local Government (Audit) Regulations 1996 regulation 17 within the three financial years prior to 31 December 2025? If yes, provide date of council's resolution to accept the report.	Yes - 27th August 2025
Local Government (Constitution) Regulations 1998		
Reg 11FA	Did the CEO provide the Minister a report as to the result of the election within 14 days of the declaration and in the form of Form 20 of the Local Government (Elections) Regulations 1997, modified as necessary?	Yes
Reg 13	Were all required oaths, affirmations and declarations under section 2.42 (in relation to Commissioners) made in the correct form (Form 8), before the appropriate authorised person?	Yes
Local Government (Elections) Regulations 1997		
Reg 30G	Did the CEO establish and maintain an electoral gift register and ensure that all disclosure of gifts forms completed by candidates and donors and received by the CEO were placed on the electoral gift register at the time of receipt by the CEO and in a manner that clearly identifies and distinguishes the forms relating to each candidate in accordance with regulations 30G(1) and 30G(2) of the Local Government (Elections) Regulations 1997? Did the CEO remove any disclosure of gifts forms relating to an unsuccessful candidate, or a successful candidate that completed their term of office, from the electoral gift register, and retain those forms separately for a period of at least two years in accordance with regulation 30G(4) of the Local Government (Elections) Regulations 1997? Did the CEO publish an up-to-date version of the electoral gift register on the local government's official website in accordance with regulation 30G(5) of the Local Government (Elections) Regulations 1997?	Yes
Reference	**Question**	

Local Government (Financial Management) Regulations 1996		
Reg 5	Has the CEO ensured efficient systems and procedures are established under provisions set out in Financial Management Regulations 5(1)(a) to (g)?	Yes
Reg 6	Has the local government ensured that any employee delegated responsibility for day-to-day accounting or financial management operations is not also delegated the responsibility for conducting internal audits, reviewing their own duties, or for managing, directing or supervising someone who carries out these functions?	Yes
Reg 7	Did the local government ensure it has regard to the needs of the inhabitants of the district as a whole and not keep separate ward accounts or determine expenditure on the basis of revenue from a ward?	Yes
Reg 8	Does the local government maintain separate accounts with a bank or other financial institution for money to be held in the municipal fund, trust fund and for reserve account purposes?	Yes
Reg 9	Did the local government keep separate financial records for each trading undertaking and each major land transaction?	Yes
Reg 11	Has the local government developed procedures for the authorisation of, and the payment of, accounts in accordance with Local Government (Financial Management) Regulations 11(1), (2) and (3)?	Yes
Reg 12	Were payments made from the municipal fund or trust fund made by the CEO under a delegated authority or authorised, in accordance with regulation 13(2), in advance by a council resolution?	Yes
Reg 13	Can the local government confirm that, where the CEO has been delegated authority to make payments from the municipal or trust fund, the CEO prepared accurate monthly lists that are presented at the next ordinary council meeting and recorded in the minutes that: - include the payee's name, payment amount, payment date, and sufficient information to identify each transaction where payments have already been made; or - include the payee's name, payment amount, sufficient information to identify each transaction, and the date of the council meeting (to which the list will be presented) for accounts requiring council approval?	Yes
Reference	**Question**	
Reg 13A	Did the local government prepare a list each month of all payments made using employee-authorised credit, debit or other purchasing cards, and include the payee's name, the amount of the payment, the date of the payment, sufficient information to identify the payment, and present the list at the next ordinary council meeting (and record in the minutes)?	Yes
Reg 19	Has the local government established and documented internal control procedures to enable identification of the nature and location of all investments and any related transactions?	Yes
Reg 19C	Has the local government ensured that all investments made under section 6.14(1) comply with statutory restrictions set out in Financial Management Reg. 19C?	Yes
Local Government (Functions and General) Regulations 1996		
Reg 7	Asked as part of question s3.59(2)	N/A
Reg 9	Asked as part of question s3.59(2)	N/A
Reg 10	Asked as part of question s3.59(2)	N/A
Reg 11A	Did the local government comply with its current purchasing policy, adopted under the Local Government (Functions and General) Regulations 1996, regulations 11A(1) and (3) in relation to the supply of goods or services where the consideration under the contract was, or was expected to be, $250,000 or less or worth $250,000 or less?	Yes with the exception of two instances of non-compliance found and brought before the Audit, Risk and Improvement Committee on March 25th, 2026. The first instance was in relation to Gardening Services, and the second was in regard to Accounting Services.
Reg 11	Asked as part of question s3.57	See above
Reg 12	Did the local government consider the implications of Local Government (Functions and General) Regulations 1996, Regulation 12 when deciding to enter into multiple contracts rather than a single contract?	Yes
Reg 14(1), (3) and (5)	If the local government sought to vary the information supplied to tenderers, was every reasonable step taken to give each person who sought copies of the tender documents, or each acceptable tenderer notice of the variation?	Yes
Reg 15	Did the local government's procedure for receiving and opening tenders comply with the requirements of Local Government (Functions and General) Regulations 1996, Regulation 15 and 16?	Yes
Reference	**Question**	
Reg 16	Asked as part of question Reg 15	Yes
Reg 17	Did the information recorded in the local government's tender register comply with the requirements of the Local Government (Functions and General) Regulations 1996, Regulation 17 and did the CEO make the tenders register available for public inspection and publish it on the local government's official website?	Yes
Reg 18(1) and (4)	Did the local government reject any tenders that were not submitted at the place, and within the time, specified in the invitation to tender? Were all tenders that were not rejected assessed by the local government via a written evaluation of the extent to which each tender satisfies the criteria for deciding which tender to accept?	All tenders submitted online of which some were rejected for non-compliance; Yes – a written evaluation was undertaken on all tenders as per Reg 18 (1) and (4).
Reg 19	Did the CEO give each tenderer written notice containing particulars of the successful tender or advising that no tender was accepted?	Yes
Reg 21	Does the local government's advertising and expression of interest processes for limiting who can tender comply with the requirements of the Local Government (Functions and General) Regulations 1996, Regulations 21 and 22?	N/A
Reg 22	Asked as part of question Reg 21	N/A
Reg 23	Did the local government reject any expressions of interest that were not submitted at the place, and within the time, specified in the notice or that failed to comply with any other requirement specified in the notice? Were all expressions of interest that were not rejected under the Local Government (Functions and General) Regulations 1996, Regulation 23(1) & (2) assessed by the local government? Did the CEO list each person as an acceptable tenderer?	N/A
Reg 24	Did the CEO give each person who submitted an expression of interest a notice in writing of the outcome in accordance with Local Government (Functions and General) Regulations 1996, Regulation 24?	N/A
Reference	**Question**	
Reg 24AD(2), (4) and (6)	Did the local government invite applicants for a panel of pre-qualified suppliers via Statewide public notice in accordance with Local Government (Functions & General) Regulations 1996 regulations 24AD(4) and 24AE? If the local government sought to vary the information supplied to the panel, was every reasonable step taken to give each person who sought detailed information about the proposed panel or each person who submitted an application notice of the variation?	N/A
Reg 24AE	Asked as part of question Reg 24AD(2), (4) and (6)	N/A
Reg 24AF	Asked as part of question Reg 24AD(2), (4) and (6)	N/A
Reg 24AG	Did the information recorded in the local government's tender register about panels of pre-qualified suppliers comply with the requirements of Local Government (Functions and General) Regulations 1996, Regulation 24AG?	N/A
Reg 24AH(1) and (3)	Did the local government reject any applications to join a panel of prequalified suppliers that were not submitted at the place, and within the time, specified in the invitation for applications? Were all applications that were not rejected assessed by the local government via a written evaluation of the extent to which each application satisfies the criteria for deciding which application to accept?	N/A
Reg 24AI	Did the CEO send each applicant written notice advising them of the outcome of their application?	N/A
Reg 24E	Where the local government gave regional price preference, did the local government comply with the requirements of Local Government (Functions and General) Regulations 1996, Regulation 24E and 24F?	N/A
Reg 24F	Asked as part of question Reg 24	N/A

6. CLOSURE

There being no further business, Committee Chair, Emily Onn thanked committee members and staff and closed the meeting at 2:23 PM.

11.5	FUNDING ARRANGEMENTS WITH SPORTING COMPLEXES
Location:	Shire of Gnowangerup
Proponent:	N/A
Date of Report:	26th August 2026
Business Unit:	Community Development
Responsible Officer:	Thomas Gorman – Deputy Chief Executive Officer
Author:	Stuart Drummond - Community and Economic Development Manager
Disclosure of Interest:	Nil

ATTACHMENTS

- Lease between Shire of Gnowangerup and Gnowangerup Sporting Complex Management Committee Incorporated.
- Lease between Shire of Gnowangerup and Borden Pavilion Committee Incorporated.
- Lease between Shire of Gnowangerup and Ongerup Sporting Complex Committee Incorporated.

PURPOSE OF THE REPORT

To review and strengthen the process by which the Shire of Gnowangerup distributes annual operational grants to the three sporting complexes and to address outstanding payments.

BACKGROUND

Each year, the Shire pays an operational grant to the Gnowangerup Sporting Complex, the Ongerup Sporting Complex and the Borden Pavillion. This grant is intended to cover a proportion of the running costs for each establishment. For the purpose of the grant, running costs are defined as the annual costs for electricity, gas and water.

In previous years, a report has been presented to Council outlining the annual costs for each of the three complexes and Council has decided that 80% of those costs would be the following year's allocation for the operational grant. It has been deemed an important contribution that is seen as essential to the continued operation and sustainability of each premises.

The Shire owns all three premises and as part of the lease agreements, the committee of each sporting complex is obliged to provide the Shire with its annual report. This enables the Council to make an informed decision on the following year's annual operational grant. Each complex is then written to, informing them of the amount of their operational grant and each complex then invoices the Shire for that amount, before payment is made.

Over recent years this arrangement has become less formal and with numerous changes within the Shire's staffing arrangements and changes of voluntary board members at the sporting complexes, the process has not been adhered to causing oversights from all parties.

The sporting complexes are required, as per their leases, to provide the Shire with their annual reports and by the end of October each year. They have not been providing their annual report information meaning the Council hasn't been able to accurately budget for each operational grant. Even if the annual reports were being provided within this timescale, it would still be too late to fit in with the Shire's budget cycle resulting in the operational grants being calculated on out-of-date information.

Gnowangerup Sporting Complex, as part of its lease with the Shire, has an arrangement that the Shire will pay the electricity bill for five months, between October 1st and March 31st. This is because the swimming pool and the caravan park are on the same electricity meter as the sporting complex. This covers the time when the pool is open.

It has been discovered recently that the Shire did not reimburse the Gnowangerup Sporting Complex for this period, during the financial year 2024/25, due to not having received an invoice for this period at the time. This totalled $26,211.11.

It has also been discovered that the Shire paid the Borden Pavillion less than Council approved for their operational grant in the financial year 2025/26. This totalled $1,651.50.

COMMENTS

The CEO has recently met with the committees of all three sporting complexes in order to strengthen the relationships between the Shire and each organisation. This includes ensuring that all parties are delivering their obligations set out in the lease agreements.

To ensure accurate budgeting and that each sporting complex receives its annual operational grant in a timely manner, it is proposed to add an addendum to each lease agreement to require the sporting complexes to provide their annual report and accounts by the end of April each year. This will enable the Council to make a decision on the following year's operational grants and include an accurate amount in the budget.

It should be noted that the awarding of an annual operation grant to each sporting complex remains at the discretion of the Council. Historically 80% of the previous year's running costs has been deemed a reasonable amount however, Council is at liberty to decide upon what it deems a reasonable amount, each year.

It should also be noted that the Gnowangerup Sporting Complex is liable for electricity costs for seven months of the year rather than twelve so this must be considered in any calculations relating to its annual operational grant.

Borden Pavillion's annual operational grant for the financial year 2025/26 should have been $10,528.00. The Shire wrote to the committee confirming this amount. The actual payment was $8,876.50, a shortfall of $1,651.50. This was an oversight on behalf of the Shire.

The reimbursement for utilities charges for the Gnowangerup Sporting Complex for the financial year 2024/25 should have been $26,211.11. An invoice was never received for this amount during that financial year and was therefore not paid. This oversight came to light recently, after a change in management of the sporting complex. The amount is no longer in the budget.

The Shire did not receive the annual reports of any of the sporting complexes ahead of setting the 2026/27 budget and therefore had to estimate the total amount needed to cover this year's operational grants. It has set aside $30,151, based on last year's amounts.

CONSULTATION

This item has been discussed at Council Workshops.

LEGAL AND STATUTORY REQUIREMENTS

The Shire and each sporting complex are required to deliver the terms of their leases. The leases currently require each complex to return their annual reports to the Shire by the end of October each year. Any change to this will require an amendment to the lease.

POLICY IMPLICATIONS

Nil.

FINANCIAL IMPLICATIONS

If Council decides to pay the shortfall on this year's operational grant to Borden Pavillion ($1,651.50), and the operational grant for financial year 2024/25 to the Gnowangerup Sporting Complex ($26,211.11), these amounts are unbudgeted and savings would need to be found as part of the midterm budget review.

It is not known if the amount in this year's budget, $30,151, is sufficient to cover the operational grants for all three complexes in this financial year as the Shire had not seen last year's annual reports in order to make an accurate estimate. However, the operational grants are discretionary, and Council can set the amounts to any level it deems as fair.

STRATEGIC IMPLICATIONS

As per Integrated Strategic Plan.

Theme	Our Community
Community Priority	1.1 Support an active, healthy and inclusive community culture 1.2 Accessibility to all community spaces and facilities
Theme	Leadership and Governance
Community Priority	4.2.2 Ensure strong financial management through effective planning

STRATEGIC RISK MANAGEMENT CONSIDERATIONS

This item has been evaluated against the current Council approved Risk Management Register.

Risk Description	Not to endorse the officer's recommendation.
Primary Strategic Risk Category	Reputational
Primary Strategic Risk Category Description	That the Shire is perceived to be treating community groups unfairly.

Consequence: *(Insignificant, Minor, Moderate, Major, Catastrophic)*	Moderate.
Likelihood: *(Almost, Certain, Likely, Possible, Unlikely, Rare)*	Likely

IMPACT ON CAPACITY
No significant impact on officer capacity.

ALTERNATE OPTIONS AND THEIR IMPLICATIONS
Payment of operational grants to the sporting complexes, and the amounts of such, is solely at the discretion of Council. If Council decide not to pay these grants in the future or reduce the amounts paid, it is possible that the three organisations would become unviable in the future.

Council may wish to introduce an alternative method to calculate the operational grants each year. Further work would be needed on any alternative suggestions to ensure robust financial management processes can be structured around it.

CONCLUSION
Despite the recent difficulties the Shire and the sporting complexes have experienced with the arrangements around payments of the annual operational grants, there appears to be a relatively simple solution to benefit all parties.

Receiving the annual reports from the sporting complexes before the end of April each year, will enable the Shire to accurately budget for the upcoming financial year's operational grant. Once the budget has been approved, the Shire can then send a letter to each committee, informing them of the amount of their grant which should provoke them to send the Shire an invoice. Payment can be made soon after.

The CEO has committed to meet each committee at least once per year which will serve as an opportunity to ensure this process is working satisfactorily. The Shire is also investigating the viability of introducing sub-meters at the Gnowangerup sporting complex, to measure electricity use at the pool and caravan park.

VOTING REQUIREMENTS
Absolute Majority.

COUNCIL RESOLUTION

MOVED: Cr R O'Meehan SECONDED: Cr P Callaghan

0826.06 That Council:

1. DIRECTS the CEO to pay the Borden Pavillion Committee $1,651.50 being underpayment of their operational grant for the 2025/26 financial year.

2. DIRECTS the CEO to pay the Gnowangerup Sporting Complex Committee $26,211.11 being unclaimed expenses relating to the 2024/25 financial year.

3.NOTES that adjustment will be made as part of the mid-year 2026/27 budget review process to account for these unbudgeted payments.

4. NOTES that the process of payment of operational grants is being reviewed and will be presented to Council for consideration before the 2027/28 budget process commences.

CARRIED BY ABSOLUTE MAJORITY:6/0

FOR: Cr K O'Keeffe, Cr P Callaghan, Cr R Miniter, Cr R O'Meehan, Cr J Hemley, Cr R Kiddle

AGAINST: Nil

SHIRE OF GNOWANGERUP

BORDEN GNOWANGERUP ONGERUP

LEASE

Dated the first day of July 2025

BETWEEN:

SHIRE OF GNOWANGERUP
("the Lessor")

and

GNOWANGERUP SPORTING COMPLEX MANAGEMENT COMMITTEE, INCORPORATED
("the Lessee")

THIS LEASE made the first day of July 2025

BETWEEN:

The **SHIRE OF GNOWANGERUP** of 28 Yougenup Road, Gnowangerup, in the State of Western Australia (hereinafter called "the Lessor"),

AND

GNOWANGERUP SPORTING COMPLEX MANAGEMENT COMMITTEE, INCORPORATED, of PO Box 202, Gnowangerup WA 6335 (hereinafter called the "Lessee").

HEREBY IT IS AGREED as follows:

1. The Lessor hereby leases the Gnowangerup Sporting Complex building and immediate surrounding land referred to and described in this document as **"Sporting Complex"**, which is the whole of Crown Reserve 24617 as identified in item 2 of the Schedule to the Lessee for a term of 3 years with a further option of 2 years commencing on the first day of July 2025. The Lessee agrees to pay annual rent of $ 1.00 (excluding GST) to be paid annually on the 1st day of July in each year commencing on the 1st of July 2025, subject however to the obligations and conditions contained in this Agreement and to the statutory powers and obligations of the Lessor as a Local Government in the State of Western Australia.

2. **Lessee obligations**:

   2.1. To **pay** the rent to the Lessor on the agreed date or in advance.

   2.2. To **use** the Sporting Complex for community functions, sporting events and private functions.

   2.3. Not **alter**, modify, extend or reconfigure the land, building, or part thereof, forming part of the Sporting Complex, without the prior written consent of the Lessor.

2.4. Not **alter**, modify, extend or change the use of the Sporting Complex rooms without the prior written consent of the Lessor.

2.5. At the Lessee's own expense, **maintain and keep in good repair and condition the Sporting Complex,** including resurfacing of all ovals, indoor courts and the synthetic hockey field, at the end of its useful life.

2.6. Subject to clause 2.8, to **pay** all utility charges and any related meter rents in respect of all electricity, gas and power installations in the Sporting Complex, including the swimming pool.

2.7. Subject to clause 2.8, to **pay** all water rates and charges and any related meter rents levied or assessed for or in respect of the Sporting Complex, including the swimming pool.

2.8. The Lessee's obligations outlined in clauses 2.6 and 2.7 apply only during the period **1 April to 30 September (winter season) of each year of the term of this lease**. To be reviewed annually, unless otherwise determined on agreement by both parties.

2.9. To **pay** all charges and rentals for any telephone service connected to the Sporting Complex (excluding the swimming pool).

2.10. Not **assign, transfer or sublet** the Sporting Complex or any part thereof, without the prior written consent from the Shire that need to first obtain consent from the Minister for Lands.

2.11. To **keep and maintain the Sporting Complex and its contents**, including maintenance of:

2.11.1. water pumps, and parts of the reticulation system up to $1,000 per instance. The Lessee shall be responsible in all instances for the first $1,000 for costs. It is the responsibility of the Lessee to contact the Shire's Representative prior to undertaking this maintenance work.

2.11.2. entry areas, gardens and trees; should the Lessee require additional services relevant to parks and gardens the Lessee must **not** direct its request to the Shire's gardening contractor but must first direct the request to Shire's Representative. The cost of additional services must be borne by the Lessee.

2.11.3. internal seating in the change rooms during the winter sporting season (inspection to be carried out by Lessor at end of each winter sporting season to determine condition of seating);

2.11.4. fencing and signage;

2.11.5. paved areas;

2.11.6. external rubbish bins, including replacement of external rubbish bins. If extra bins are required for events, a Works request must be sent to the Shire Depot no less than two weeks before the event;

2.11.7. litter control;

2.11.8. gym equipment and appropriate floor covering in the gym area, including supply and replacement of damaged or faulty gym equipment.

2.12. To ensure high standards of sanitation, including regular cleaning of the Sporting Complex.

2.13. Consult the Shire and obtain written approval prior to the installation of new lawn areas which the Committee intend on installing or laying.

2.14. At its own expense to comply with, carry out and perform the requirements of the **relevant Legislation**, Regulations, By-laws or of any Requisitions or Orders applicable to the Sporting Complex and the area subject to this lease or the use or the occupation thereof, including but not limited to the *Local Government Act 1995*, *Health Act 2016*

2.15. Not to sell or permit the sale of any **alcoholic spirits or fermented liquors** at the Sporting Complex or the area subject to this lease, other than under a valid licence issued pursuant to the *Liquor Licencing Act 1988.*

2.16. If a **childcare or child-minding facility** is offered by the Lessee, the Lessee must comply with relevant legislation, including section 6 of the *Working with Children (Criminal Record Checking) Act 2004* and other relevant legislative and policy requirements.

2.17. Not to do, or suffer to be done, leave, or leave undone, any act, matter, or thing, that results in a **nuisance or anything in the nature of a nuisance,** or which may be deemed to be a nuisance, by an authority constituted under any acts which may exist, arise, or continue upon, or in connection with, the Sporting Complex or the use of the Sporting Complex, and to make all efforts to abate any such nuisance or alleged nuisance.

2.18. Not to bring or permit to be brought into or upon the Sporting Complex any **goods of a hazardous nature** other than those generally used for the purpose of community events, gymnasium and sporting events.

2.19. **Report any significant damage and advise the Shire in writing of any significant damage** to the Sporting Complex assets or required capital works, as soon as the Committee becomes aware, but no later than 2 days from the date, when the Committee becomes aware of damage.

2.20. The Lessee must contact the Shire **BEFORE** commissioning any repairs be undertaken and if repair costs are expected to be over $1,000 further consult the Shire's Representative to ensure compliance with the Shires Purchasing Policy.

2.21. The Lessee will report any issues or incidents involving the playground equipment to the Shire.

2.22. Not to do or permit to be done anything that could **invalidate the Shire's insurance or prejudice the interests of its insurer.**

2.23. The Lessee must not Mortgage nor charge the Premises, except with the prior written consent of the Shire and the Minister for Lands being first obtained

2.24. The Lessee will comply with its legislative obligations in relation to emergency planning and management for the Sporting Complex including emergency evacuation.

2.25. The Lessee will pay all costs charges and expenses (including, but not limited to, legal costs and Surveyor's and Valuer's fees) incurred by the Lessor by reason of any default of the Lessee for the purpose of, or incidental to, compliance by the Lessor of the provisions of **Section 81 of the Property Law Act 1969.**

2.26. To permit the Lessor and any person or persons authorised by it to **enter the Sporting Complex** or any part thereof at all reasonable times to examine the condition, damage or state of repair of the Sporting Complex or to carry out the Lessor's obligations.

2.27. The Lessee must provide the Shire, its officers, its insurer, agents and advisors **access to security camera footage** as required.

2.28. The Lessee will not **make any alterations** to the Sporting Complex, its fixtures and fittings, or other items owned by the Lessor without prior written approval from the Shire

2.29. To **indemnify** the Lessor and the Minister of Lands from and against all demands, claims, legal actions, at any time made or brought against the Lessor by any person or persons in relation to any damage, loss, or injury suffered by such person or persons, or to the property of such person or persons, in connection with the permitted use of the Sporting Complex during the period of this Agreement.

2.30. The Lessee must not lodge an absolute caveat at Landgate against the Certificate of Title for the Premises, unless the Lessee has first obtained the prior written consent of the Lessor and the Minister for Lands.

2.31. To affect such **Insurances** as necessary, including Insurances for all Lessee owned items classed as contents, as well as such other Insurances to indemnify both the Lessee & the Lessor against demands, claims, legal actions for any matters in connection with the permitted use of the Sporting Complex. The minimum levels of Public Liability insurance shall be not less than that included in the schedule 1 attached to this Agreement, item 1. The Lessee must provide the Shire with a copy of its Public Liability Insurance Certificate of Currency upon renewal each year.

2.32. The Lessee must provide the Shire with an **annual report** detailing the numbers of patrons utilising the complex facilities, as well as the number of functions held, to inform the Shire of how the complex facilities are being utilised. The report is required to be supplied no later than 31 October each year.

2.33. At the **termination of this Lease** ensure the condition of the Sporting Complex is consistent with the Lessee obligations.

2.34. The Lessee will allow the Lessor's nominated delegate to be a **non-voting member** of the Gnowangerup Sporting Complex Committee and will be invited to all Committee meetings.

2.35. The Lessee agrees that the Lessor is entitled to hold six Shire of Gnowangerup Council functions per calendar year free of any facility hire fee. The hire is subject to availability and requires booking in advance by the Shire. The Shire will be responsible for all cleaning after each said function

2.36. During a declared emergency or pandemic, the Lessor, will have full access to the Gnowangerup Sporting Complex, free of charge. The Shire will be responsible for all cleaning of the facility, if accessed, after the emergency or pandemic has passed

3. The Lessor covenants with the Lessee that the Lessee shall hold **quiet enjoyment** of the Sporting Complex during the term of the Lease without interruption or disturbance from the Lessor or any person or persons in trust for the Lessor.

4. **Lessor (Shire) obligations**:

4.1. The lessor shall keep and maintain Sporting Complex

4.1.1. access roads;

4.1.2. car parks;

4.1.3. water catchment areas, including fencing and signage;

4.1.4. dams, including fencing and signage;

4.1.5. all ovals, including the surrounding lawn areas, edging, and application of fertiliser and chemicals on ovals and lawn areas as determined by the Shire. The Lessor will pay for the chemicals and fertilizers used for this purpose (See Appendix A for Gardening Services provided by the Lessor);

4.1.6. pest control, treated on an annual basis;

4.1.7. external rubbish bins, consistent with the terms of normal Shire service;

4.1.8. swimming pool changing rooms during the pool season;

4.1.9. internal seating in the change rooms during pool season (inspection to be carried out by Lessor at end of each pool season to determine condition of seating);

4.1.10. gutters (annually);

4.1.11. fire detection, fire extinguishers and fire hose reel within the Sporting Complex on a bi-annual basis;

4.1.12. emergency exit door illuminated signage;

4.1.13. evacuation diagrams.

4.2. The Lessor will pay all the power costs associated with the reticulation system and pumps (including at the dam) to a limit of $1,000 per annum.

4.3. The Lessor is responsible for the purchase and installation of all **playgrounds** and playground equipment within the lease area. Playground equipment includes impact attenuating surfacing materials.

4.4. The Lessor will ensure safe operation of playground equipment by:

4.4.1 conducting and documenting regular defect inspection

4.4.2 reporting any issues or incidents to the Lessee;

4.4.3 maintaining and repairing the playground equipment as recommended by the equipment manufacturer and as required by Australian Standards in operation at the time of installation, maintenance and modification of the playground and playground equipment. Relevant Australian Standards in operation at the time of this agreement are referred to in Item 3 of Schedule 1.

4.5. Subject to clause 4.7 **to pay** all utility charges and any related meter rents in respect of all electricity, gas and power installations in the Sporting Complex, including the swimming pool.

4.6. Subject to clause 4.7, **to pay** all water rates and charges and any related meter rents levied or assessed for or in respect to the Sporting Complex including the swimming pool.

4.7. The Lessor's obligations outlined in clauses 4.5 and 4.6 apply only during the period **1 October to March 31** (summer season) of each term of this lease. To be reviewed annually, unless otherwise determined on agreement by both parties.

4.8. Without prejudice to any other rights or remedies which the Lessor may have available to it under this Lease at common law or at equity it is expressly agreed that clauses 2.1 to 2.10, 2.14,2.15, 2.16, 2.17 2.19, 2.22, 2.24, 2.28, 2.29, 2.30 are **essential terms of this Lease** and a breach of which shall constitute a repudiation of the Lease by the Lessee thereby entitling the Lessor, at its discretion, to terminate this Lease and to damages for the loss of benefits conferred by this Lease as a whole for the balance of the term hereby created.

4.9. The Lessor shall not be **obliged to remedy** at any time without notice any default by the Lessee under this Lease and whenever the Lessor finds it necessary to remedy any default then all related costs and expenses incurred by the Lessor (including legal costs and expenses) shall be paid by the Lessee to the Lessor on demand.

4.10. If after the expiration or sooner determination of the term hereby granted or any extension or renewal thereof, the Lessee, with the consent of the Lessor, **shall remain in possession of the Sporting Complex** or any part thereof, then the Lessee shall be a monthly tenant of the Sporting Complex with the same obligations, on the same conditions and stipulations, as expressed in this Lease or implied, except the option of renewal which shall be deemed expressly excluded. Such monthly tenancy may be terminated by one week's written notice by either party to the other, expiring at any time whether at the end of a rent period or not.

4.11. At the expiration or sooner determination of the term created by this Lease, or of any extension, or an abandonment, of the Sporting Complex by the Lessee, **all fixed improvements** on the Sporting Complex shall become the property of the Lessor without the Lessee being entitled to compensation howsoever, unless otherwise agreed upon by the Lessor, and written notification is given by the Lessor to that effect.

4.12. The **Lessor shall not be liable for any loss or damage suffered by the Lessee** by reason of any accident arising from the water, sewerage, gas, or electricity, or other such services used or installed in the Sporting Complex, by reason of any leakage overflow or escape of water gas or electricity unless the same is directly attributable to the negligence of the Lessor or the employees or contractors of the Lessor.

4.13. Any **notice required** to be given by either party to the other may be served either by delivering a copy of the notice to the Chief Executive Officer of the Shire of Gnowangerup, or to the Secretary of the Lessee, or by posting the notice by registered letter to the address of either party, such notice shall be deemed to be served in the ordinary course of post.

4.14. The Lessor will inspect all the buildings biannually, end of March and beginning of October respectively to coincide with changeover of seasons as per clauses 2.8 and 4.6 of this agreement and maintain a condition report according to the Lessor's Capital Works inspection schedule. A current Committee member may accompany the Lessor when the inspection is carried out. A copy of the annual condition report will be sent to the Complex Committee.

4.15. The Lessor will make an annual contribution to the **Gnowangerup Sporting Complex Management Committee** that is to be used towards the operation of the Complex. The contribution will be determined by the Shire of Gnowangerup Council annually.

4.16. The Lessor is responsible for **obtaining and maintaining insurance** for the buildings and other permanent structures and fixtures.

5. The Lessee acknowledges and accepts that the rent payable pursuant to this Lease is exclusive of Goods and Services Tax (GST). The Lessee must pay the Lessor on demand and in addition to the rent payable under this Lease the amount of any GST imposed upon the payment by the Lessees or the receipt by the Lessor of the rent payable.

6. To the extent that any one or more of the provisions contained in this agreement are held to be invalid, ineffective or of no force, then the remaining provisions will continue in full force and effect as if the offending provisions had not been included.

7. If a dispute arises out of or relating to this contract, the parties shall attempt to resolve the dispute though negotiations between the senior Shire officers and senior representatives of the Gnowangerup Sporting Complex Management Committee, who have the authority to settle the dispute. If the matter has not been resolved by negotiation within 30 days of receipt of an invitation to negotiate, the parties will attempt to resolve the dispute in good faith through mediation. If the matter is not resolved through mediation within 60 days of initiating the mediation, then a party can choose to apply to the court for a resolution/relief.

8. This agreement may be terminated by the parties by notice in writing in any of the following events:

8.1. by either party given the other one month's notice in writing of the termination of the agreement;

8.2. non-payment of the rent over a period of 2 years;

8.3. breach of any term and condition of this contract that has not been rectified by the Lessee who has received notice of the breach with 90 days.

SCHEDULE 1

1. **Insurances**

   The minimum level of Public Liability Insurance cover shall be $20 Million.

2. **Identification of Sporting Complex**

3. **Playgrounds and Playground Equipment**

   Relevant Australian Standards related to playgrounds and playground equipment in operation at the time of this agreement includes:

   - AS 4685:2014 Playground equipment and surfacing set (parts 1 to 6).
   - AS 4685:2014.11 Playground equipment – Additional specific safety requirements and test methods for spatial networks.
   - AS/NZS 4486.1:1997 Playgrounds and playground equipment – Development, installation, inspection, maintenance and operation.
   - AS/NZS ISO 8124.6:2016 Safety of toys – Swings, slides and similar activity toys for indoor and outdoor family domestic use.
   - AS 3533.4.2 2013 Amusement rides and devices – Specific requirements - Contained play facilities.
   - AS 1428:1992 Design for access and mobility (parts 1 to 4).

- AS/NZS 4422:1996 Playground surfacing specifications, Requirements and test methods.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first written above.

108

The Common Seal of)
SHIRE OF GNOWANGERUP)
was hereunto affixed in)
the presence of:)

President
Kate O'Keeffe

Chief Executive Officer
David Nicholson

Executed by the Lessee

Signed by the President of the)
GNOWANGERUP SPORTING)
COMPLEX MANAGEMENT)
COMMITTEE, INCORPORATED)
in the presence of)

President

Witness Signature

MEGHAN WALSH

Witness Name (in block letters)

APPENDIX A

GARDENING SERVICES

An extract (clause 5) from the Gardening Services Agreement with BGL Solutions (2017) is provided for clarification purposes only of Lessor's obligations towards clause **4.1.5** of this Agreement:

5. Services

5.1. Subject to the terms and conditions of this Contract, the Contractor shall provide the Grounds Maintenance (and such other services as agreed in writing between the parties) to the locations (and such other locations as agreed in writing between the parties) at such frequencies and to the standard as reasonably required by the principal.

5.2. In this Item 5,

a). 'Grounds Maintenance' means:

i. Mowing lawns – fertilising, mowing turf, edging using a turf edger and leaving the area clean and tidy. Only rotary mowers to be used. All mowers, edge cutters and brush cutters must be fitted with guards;

ii. Gardens – weeding, mulching, fertilising, trimming, plantings and leaving the area clean and tidy;

iii. Hard areas – spraying for weeds;

iv. Reticulation, fertiliser, weed killers and pest control devices/substances; and

v. Reticulation – checking and maintaining existing systems. New systems to be charged separately. Any new parts or major repairs will be charged separately as parts and labour at cost. If BLG are responsible for breaking the sprinklers, then they will replace them at no cost.

b). Locations mean:

Sports Complex – grounds maintenance (to be mowed every three (3) weeks) including:

i. football oval;

ii. turf around the complex building; and

iii. turf hockey oval and turf area near the synthetic hockey field;

c). Fertilizer and weed control at the Gnowangerup footy oval, Complex and Hockey Turf includes:

i. 3 x Turf Fertilizer 2.5 acres

ii. Includes 5 x Broad leave control and other herbicides.

SHIRE OF GNOWANGERUP

LEASE

Dated the first day of July 2025

BETWEEN:

SHIRE OF GNOWANGERUP
("the Lessor")

and

BORDEN PAVILION COMMITTEE INCORPORATED
("the Lessee")

THIS LEASE made the first day of July 2025

BETWEEN:

The **SHIRE OF GNOWANGERUP** of 28 Yougenup Road, Gnowangerup, in the State of Western Australia (hereinafter called “the Lessor”),

AND

BORDEN PAVILION COMMITTEE, INCORPORATED, care of Post Office, Borden Western Australia 6338 (hereinafter called the “Lessee”).

HEREBY IT IS AGREED as follows:

1. The Lessor hereby leases and the Lessee takes on the lease of the building and immediate surrounding land, which is the whole of Crown Reserve 23568, as identified in item 2 of the Schedule attached to this agreement, and elsewhere referred to and described in this document as **“Borden Pavilion”,** for a term of 3 years with a further option of 2 years, commencing on the First day of July 2025 with the Lessee paying annual rental of $1.00 (excluding GST), with such rent to be paid annually on the 1st day of July in each year commencing on the 1st day of July 2025, subject however to the obligations and conditions contained in this Agreement and to the statutory powers and obligations of the Lessor as a Local Government in the State of Western Australia.

2. **Lessee obligations**:

   2.1. To **pay** the rent to the Lessor on the agreed date or in advance.

   2.2. To **use** the Borden Pavilion for community functions, sporting events and private functions.

2.3. Not **alter**, modify, extend or reconfigure the land, building, or part thereof, forming part of the Borden Pavilion, without the consent in writing of the Lessor.

2.4. Not **alter**, modify, extend or change the use of the Borden Pavilion rooms without the consent in writing of the Lessor.

2.5. At the Lessee's own expense, **maintain and keep in good repair and condition the Borden Pavilion**, including resurfacing of all playing areas, ovals and the synthetic bowling green, at the end of its useful life.

2.6. To **pay** all utility charges and any related meter rents in respect of all electricity, gas and power installations at the Borden Pavilion.

2.7. To **pay** all water rates and charges and any related meter rents levied or assessed for or in respect of the Borden Pavilion.

2.8. To **pay** all charges and rentals for any telephone service connected to the Borden Pavilion.

2.9. Not **assign, transfer or sublet** the Borden Pavilion or any part thereof, without the prior written consent from the Shire that need to first obtain consent from the Minister for Lands.

2.10. To **keep and maintain the Borden Pavilion and its contents**, including maintenance of:

2.10.1. high standards of sanitation;

2.10.2. water pumps, and parts of the reticulation system up to $1,000 per instance. The Lessee shall be responsible in all instances for the first $1,000 for costs, in excess of $1,000 it is the responsibility of the Lessee to contact the Shires Representative prior to undertaking this maintenance work;

2.10.3. entry areas, gardens and trees; should the Lessee require additional services relevant to parks and gardens the Lessee must **not** direct its request to the Shire's gardener but must first direct the request to Shire's Representative. The cost of additional services must be borne by the Lessee;

2.10.4. supplying and applying fertilizers and chemicals to the ovals and lawn areas as required;

2.10.5. internal and external seating, fencing and signage;

2.10.6. paved areas;

2.10.7. external rubbish bins, including replacement of external rubbish bins. If extra bins are required for events, a Works request must be sent to the Shire Depot no less than two weeks before the event;

2.10.8. litter control.

2.11. Obtain written permission from the Shire prior to the installation of new lawn areas which the Committee intend on installing or laying.

2.12. At its own expense to comply with, carry out and perform the requirements of the **relevant Legislation**, Regulations, By-laws or of any Requisitions or Orders applicable to the Borden Pavilion and the area subject to this lease or the use or the occupation thereof, including the *Local Government Act 1995* and the *Health Act 2016*.

2.13. Not to sell or permit the sale of any **alcoholic spirits or fermented liquors** at the Borden Pavilion or the area subject to this lease, other than under a valid licence issued pursuant to the *Liquor Licencing Act 1988*.

2.14. If a **child care or child minding facility** is offered by the Lessee, the Lessee must comply with relevant legislation, including section 6 of the *Working with Children (Criminal Record Checking) Act 2004* and other relevant legislative and policy requirements.

2.15. Not to do, or suffer to be done, leave, or leave undone, any act, matter, or thing, that results in a **nuisance or anything in the nature of a nuisance,** or which may be deemed to be a nuisance, by an authority constituted under any acts which may exist, arise, or continue upon, or in connection with, the Borden Pavilion or the use of the Borden Pavilion, and to make all efforts to abate any such nuisance or alleged nuisance.

2.16. Not to bring or permit to be brought into or upon the Borden Pavilion any **goods of a hazardous nature** other than those generally used for the purpose of community events and sporting events.

2.17. **Advise the Shire in writing of any significant damage** to Borden Pavilion assets or required capital works, as soon as the Committee becomes aware, but no later than 2 days from the date, when the Committee becomes aware of damage.

2.18. The Lessee must contact the Shire **BEFORE** any works are commissioned or undertaken by contractors. Where the damage relates to the water pumps or reticulation system and repair costs are likely to exceed $1,000 the Lessee must contact the Shire's Representative to ensure compliance with the Shire's Purchasing Policy.

2.19. The Lessee will report any issues or incidents involving playground equipment to the Shire.

2.20. Not to do or permit to be done anything that could **invalidate the Shire's insurance or prejudice the interests of its insurer.**

2.21. The Lessee will comply with its legislative obligations in relation to emergency planning and management for the Borden Pavilion including emergency evacuation.

2.22. To pay all costs charges and expenses (including, but not limited to, legal costs and Surveyor's and Valuer's fees) incurred by the Lessor by reason of any default of the Lessee for the purpose of, or incidental to, compliance by the Lessor of the provisions of **Section 81 of the Property Law Act 1969.**

2.23. To permit the Lessor and any person or persons authorised by it to **enter upon the Borden Pavilion** or any part thereof at all reasonable times to examine the condition, damage or state of repair of the Borden Pavilion or to carry out the Lessor's obligations.

2.24. A **spare key** to gain entry to the building must be provided to the Shire, and that key shall remain with the Shire office.

2.25. The Lessee will not **make any alterations** to the Borden Pavilion, its fixtures and fittings, or other items owned by the Lessor without prior written approval from the Shire.

2.26. To **indemnify** the Lessor and the Minister of Lands from and against all demands, claims, legal actions, at any time made or brought against the Lessor by any person or persons in relation to any damage, loss, or injury suffered by such person or persons, or to the property of such person or persons, in connection with the permitted use of the Borden Pavilion during the period of this Agreement.

2.27. The Lessee must not lodge an absolute caveat at Landgate against the Certificate of Title for the Premises, unless the Lessee has first obtained the prior written consent of the Lessor and the Minister for Lands.

2.28. To affect such **Insurances** as necessary, including Insurances for all Lessee owned items classed as contents, as well as such other Insurances to indemnify both the Lessee & the Lessor against demands, claims, legal actions for any matters in connection with the permitted use of the Borden Pavilion. The minimum levels of Public Liability insurance shall be not less than that included in the schedule attached to this Agreement. The Lessee must provide the Shire with a copy of its Public Liability Insurance Certificate of Currency upon renewal each year.

2.29. The Lessee must provide the Shire with an **annual report** detailing the numbers of patrons utilising the Pavilion facilities, as well as the number of functions held, to inform the Shire of how the Pavilion facilities are being utilised. The report is required to be supplied no later than 31 October each year.

2.30. At the **termination of this Lease** ensure the condition of the Borden Pavilion is consistent with the Lessee obligations.

2.31. The Lessee will allow the Lessor's nominated delegate/representative to be a **non-voting member** of the Borden Pavilion Committee and will be invited to all Committee meetings.

2.32. The Lessee agrees that the Lessor is entitled to hold two Shire of Gnowangerup Council functions per calendar year free of any facility hire fee. The Shire will be responsible for all cleaning after each said function. Any additional functions will incur a facility hire fee that will be paid by the Council on receipt of an invoice from the Committee.

2.33. During a declared emergency or pandemic, the Lessor, will have full access to the Borden Pavilion, free of charge. The Shire will be responsible for all cleaning of the facility, if accessed, after the emergency or pandemic has passed.

3. The Lessor covenants with the Lessee that the Lessee shall hold **quiet enjoyment** of the Borden Pavilion during the term of the Lease without interruption or disturbance from the Lessor or any person or persons in trust for the Lessor.

4. **Lessor (Shire) obligations**:

4.1. The Lessor shall keep and maintain Borden Pavilion:

4.1.1. access roads;

4.1.2. car parks;

4.1.3. water catchment areas, including fencing and signage;

4.1.4. dams, including fencing, signage and silt trap;

4.1.5. waste management of the leach drain and septic tanks;

4.1.6. all ovals, including the surrounding lawn areas and edging. If the Lessee requires the mowing to be done for special events, the Lessee is required to give the Lessor no less than two weeks of notice by way of a works request to the Shire's Depot. In all other circumstances, the ovals will be mowed a maximum of 10 times per year and the surrounds a maximum of six times per year;

4.1.7. fire detectors, fire extinguishers and other fire suppression devices on a bi-annual basis;

4.1.8. pest control, treated on an annual basis;

4.1.9. external rubbish bins, consistent with the terms of normal Shire service;

4.1.10. gutters (annually);

4.1.11. emergency exit door illuminated signage;

4.1.12. evacuation diagrams;

4.1.13. bushfire mitigation of bush surrounding Crown Reserve 23568;

4.2. The Lessor will pay all the power costs associated with the reticulation system and pumps (including at the dam) to a limit of $1,000 per annum.

4.3. The lessor is responsible for the purchase, installation, inspection, maintenance and repair of all **playgrounds** and playground equipment within the lease area. Playground equipment includes impact attenuating surfacing materials. There will be no modification of existing playground equipment or installation of new playground equipment without the written prior approval of the Shire.

4.4. The Lessor will ensure safe operation of playground equipment by:

4.4.1 conducting and documenting regular defect inspection

4.4.2 reporting any issues or incidents to the Lessee;

4.4.3 maintaining and repairing the playground equipment as recommended by the equipment manufacturer and as required by Australian Standards in operation at the time of installation, maintenance and modification of the playground and playground equipment. Relevant Australian Standards in operation at the time of this agreement are referred to in Item 3 of Schedule 1.

4.5. Without prejudice to any other rights or remedies which the Lessor may have available to it under this Lease at common law or at equity it is expressly agreed that clauses 2.1 to 2.9, 2.12, 2.13, 2.17, 2.20, 2.21, 2.22, 2.26, 2.27 are **essential terms of this Lease** and a breach of which shall constitute a repudiation of the Lease by the Lessee thereby entitling the Lessor, at its discretion, to terminate this Lease and to damages for the loss of benefits conferred by this Lease as a whole for the balance of the term hereby created.

4.3. The Lessor shall not be **obliged to remedy** at any time without notice any default by the Lessee under this Lease and whenever the Lessor finds it necessary to remedy any default then all related costs and expenses incurred by the Lessor (including legal costs and expenses) shall be paid by the Lessee to the Lessor on demand.

4.4. If after the expiration or sooner determination of the term hereby granted or any extension or renewal thereof, the Lessee, with the consent of the Lessor, **shall remain in possession of the Borden Pavilion** or any part thereof, then the Lessee shall be a monthly tenant of the Borden Pavilion with the same obligations, on the same conditions and stipulations, as expressed in this Lease or implied, except the option of renewal which shall be deemed expressly excluded. Such monthly tenancy may be terminated by one week's written notice by either party to the other, expiring at any time whether at the end of a rent period or not.

4.5. At the expiration or sooner determination of the term created by this Lease, or of any extension, or an abandonment, of the Borden Pavilion by the Lessee, **all fixed improvements** on the Borden Pavilion shall become the property of the Lessor without the Lessee being entitled to compensation howsoever, unless otherwise agreed upon by the Lessor, and written notification is given by the Lessor to that effect.

4.6. The **Lessor shall not be liable for any loss or damage suffered by the Lessee** by reason of any accident arising from the water, sewerage, gas, or electricity, or other such services used or installed in the Borden Pavilion, by reason of any leakage overflow or escape of water, gas or electricity unless the same is directly attributable to the negligence of the Lessor or the employees or contractors of the Lessor.

4.7. Any **notice required** to be given by either party to the other may be served either by delivering a copy of the notice to the Chief Executive Officer of the Shire of Gnowangerup, or to the President of the Lessee, or by posting the notice by registered letter to the address of either party, such notice shall be deemed to be served in the ordinary course of post.

4.8. The Lessor will inspect the buildings annually and maintain a condition report according to the Lessor's Capital Works inspection schedule. A member from the Borden Pavilion Committee will be invited to attend the inspection along with the inspector. A copy of the annual condition report will be sent the Borden Pavilion Committee.

4.9. The Lessor will make an annual contribution to the **Borden Pavilion Committee** that is to be used towards the operation of the Pavilion. The contribution will be determined by the Shire of Gnowangerup Council annually.

4.10. The Lessor is responsible for **obtaining and maintaining insurance** for the buildings and other permanent structures and fixtures.

4.11. In the event the Lessor makes major changes to the Borden Pavilion, the Lessee will be **consulted** prior to the changes being made.

5. Such exclusive of Goods and Services Tax (GST). The Lessee must pay the Lessor on demand and in addition to the rent payable under this Lease the amount of any GST imposed upon the payment by the Lessees or the receipt by the Lessor of the rent payable.

6. To the extent that any one or more of the provisions contained in this agreement are held to be invalid, ineffective or of no force, then the remaining provisions will continue in full force and effect as if the offending provisions had not been included.

7. If a dispute arises out of or relating to this contract, the parties shall attempt to resolve the dispute though negotiations between the senior Shire officers and senior representatives of the Borden Pavilion Committee, who have the authority to settle the dispute. If the matter has not been resolved by negotiation within 30 days of receipt of an invitation to negotiate, the parties will attempt to resolve the dispute in good faith through mediation. If the matter is not resolved through mediation within 60 days of initiating the mediation, then a party can choose to apply to the court for a resolution/relief.

8. This agreement may be terminated by the parties by notice in writing in any of the following events:

8.1 by either party given the other one month's notice in writing of the termination of the agreement;

8.2 non-payment of the rent over a period of 2 years;

8.3 breach of any term and condition of this contract that has not been rectified by the Lessee who has received notice of the breach with 90 days.

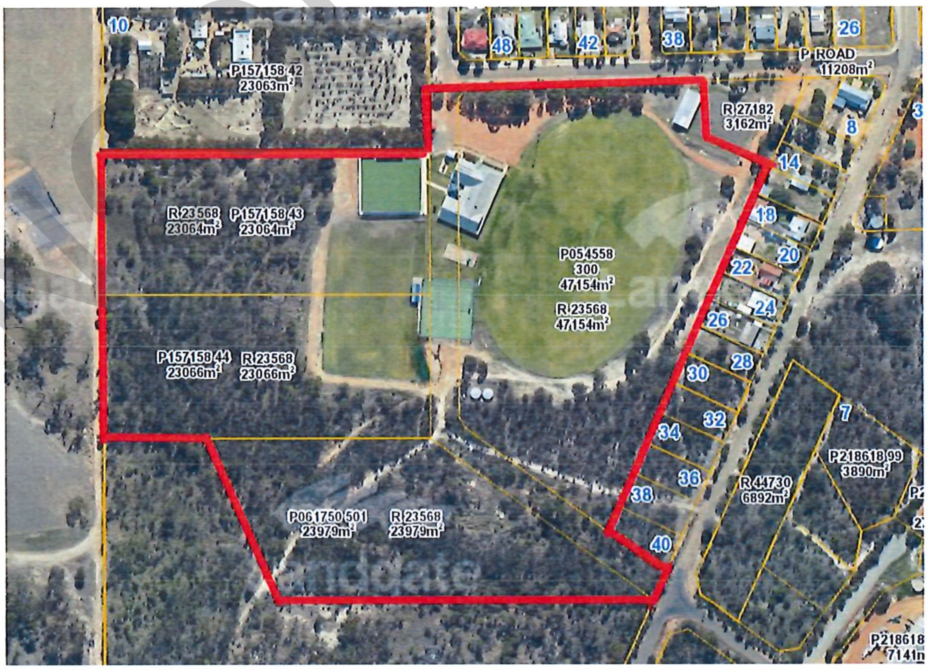
SCHEDULE 1

1. **Insurances**

   The minimum level of Public Liability Insurance cover shall be $20 Million.

2. **Identification of Borden Pavilion**

   Land means the land situated at 51 Stone Street, Borden, in the State of Western Australia being Reserve 23568 and being more particularly described as Lot 350 on Deposited Plan 58775 and being the whole of the land comprised in Certificate of Title Volume LR3148 Folio 276; Lot 300 on Deposited Plan 54558 and being the whole of the land comprised in Certificate of Title Volume LR3148 Folio 274; Lot 44 on Deposited Plan 157158 and being the whole of the land comprised in Certificate of Title Volume LR3148 Folio 273; Lot 43 on Deposited Plan 157158 and being the whole of the land comprised in Certificate of Title Volume LR3148 Folio 272 and Lot 501 on Deposited Plan 61750 and being the whole of the land comprised in Certificate of Title Volume LR3158 Folio 555.



Page | 11

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first written above.

The Common Seal of)
SHIRE OF GNOWANGERUP)
was hereunto affixed in)
the presence of:)

ID No. 107

Shire President
Kate O'Keeffe

Chief Executive Officer
David Nicholson

The Common Seal of)
BORDEN PAVILION COMMITTEE, INCORPORATED)
was hereunto affixed in)
the presence of:)

President
Borden Pavilion Committee Inc.

11/4/25

Secretary
Borden Pavilion Committee Inc.

Page | 13

3. Playgrounds and Playground Equipment

Relevant Australian Standards related to playgrounds and playground equipment in operation at the time of this agreement includes:

- AS 4685:2014 Playground equipment and surfacing set (parts 1 to 6).
- AS 4685:2014.11 Playground equipment – Additional specific safety requirements and test methods for spatial networks.
- AS/NZS 4486.1:1997 Playgrounds and playground equipment – Development, installation, inspection, maintenance and operation.
- AS/NZS ISO 8124.6:2016 Safety of toys – Swings, slides and similar activity toys for indoor and outdoor family domestic use.
- AS 3533.4.2 2013 Amusement rides and devices – Specific requirements - Contained play facilities.
- AS 1428:1992 Design for access and mobility (parts 1 to 4).
- AS/NZS 4422:1996 Playground surfacing specifications, Requirements and test methods.

GOVERNMENT OF WESTERN AUSTRALIA

Department of **Planning, Lands and Heritage**

Land Use Management

Your ref:	Lease – Reserve 23568
Our ref:	03121-1952 (Case No. 2501502)
Enquiries:	Janine Finch Ph: 6552 4587
Email:	janine.finch@dplh.wa.gov.au

17 April 2025

Shire of Gnowangerup
28 Youngenup Road
GNOWANGERUP WA 6335
ATTENTION: MICHELE ILLY
CONTRACTS & ADMINISTRATION COORDINATOR
By email only: michele.illy@gnowangerup.wa.gov.au

Dear Michele

Section 18 Ministers Consent for a proposed Lease over Reserve 23568 being Lots 43 and 44 on Deposited Plan 157158, Lot 300 on Deposited Plan 54558, Lot 350 on Deposited Plan 58775 and Lot 501 on Deposited Plan 61750 between the Shire of Gnowangerup (Lessor) and Borden Pavilion Committee Incorporated (Lessee)

Thank you for your recent correspondence regarding permission to Lease over Reserve 23568 which is set aside for the purpose of "Recreation" and managed by the Shire of Gnowangerup with power to lease for any term not exceeding 21 years subject to the consent of the Minister for Lands.

In accordance with section 18 of the *Land Administration Act 1997* (LAA) approval from the Minister for Lands is granted to the proposed Lease provided to the Department of Planning, Lands and Heritage (Department) by email dated 16 April 2025 on the condition that the final Lease executed by the parties is on the same terms as that provided to the Department with that email. If the final document executed by the parties is not on the approved terms, then it may be void under section 18 LAA.

Please note that this approval is for the purposes of section 18 LAA only and does not constitute an endorsement as to the terms and effect of the document. The Department cannot provide any advice in respect of the Lease and recommends that each party obtain their own independent advice as to their rights and obligations under the Lease.

This approval is subject to the registration requirements of the *Transfer of Land Act 1893*. You will need to provide a copy of this letter to Landgate if the documents are to be lodged for registration at Landgate.

Should you have any enquiries please don't hesitate to contact me on any of the above details.

Yours sincerely

Janine Finch
Senior State Land Officer
Case Delivery

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

Heart of the Stirlings

SHIRE OF GNOWANGERUP
BORDEN GNOWANGERUP ONGERUP

LEASE

Dated the first day of July 2025

BETWEEN:

SHIRE OF GNOWANGERUP
("the Lessor")

and

ONGERUP SPORTING COMPLEX COMMITTEE, INCORPORATED
("the Lessee")

THIS LEASE made the first day of July 2025

BETWEEN:

The **SHIRE OF GNOWANGERUP** of 28 Yougenup Road, Gnowangerup, in the State of Western Australia (hereinafter called "the Lessor"),

AND

ONGERUP SPORTING COMPLEX COMMITTEE, INCORPORATED, care of the Post Office, Ongerup Western Australia 6336 (hereinafter called the "Lessee").

HEREBY IT IS AGREED as follows:

1. The Lessor hereby leases the Ongerup Sporting Complex building and immediate surrounding land referred to and described in this document as **"Sporting Complex"**, which is part of Crown Reserve 25623 as identified in item 2 of the Schedule to the Lessee for a term of 3 years with a further 2-year option commencing on the First day of July 2025. The Lessee agrees to pay annual rent of $ 1.00 (excluding GST) to be paid annually on the 1st day of July in each year commencing on the 1st of July 2025, subject however to the obligations and conditions contained in this Agreement and to the statutory powers and obligations of the Lessor as a Local Government in the State of Western Australia.

2. **Lessee obligations**:

   2.1. To **pay** the rent to the Lessor on the agreed date or in advance.

   2.2. To **use** the Sporting Complex for community functions, sporting events and private functions.

2.3. Not **alter**, modify, extend or reconfigure the land, building, or part thereof, forming part of the Sporting Complex, without the prior written consent of the Lessor.

2.4. Not **alter**, modify, extend or change the use of the Sporting Complex rooms without the prior written consent of the Lessor.

2.5. At the Lessee's own expense, **maintain and keep in good repair and condition the Sporting Complex**; including resurfacing of all ovals and the synthetic bowling green, at the end of its useful life. The Lessor acknowledges that the Ongerup Bowling Club and the Lessee have an agreement to maintain the bowling green infrastructure and resurface the synthetic green.

2.6. To **pay** all utility charges and any related meter rents in respect of all electricity, gas and power installations in the Sporting Complex.

2.7. To **pay** all water rates and charges and any related meter rents levied or assessed for or in respect of the Sporting Complex.

2.8. To **pay** all charges and rentals for any telephone service connected to the Sporting Complex.

2.9. Not **assign, transfer or sublet** the Sporting Complex or any part thereof, without the prior written consent from the Shire that need to first obtain consent from the Minister for Lands.

2.10. To **keep and maintain the Sporting Complex and its contents**, including maintenance of:

2.10.1. high standards of sanitation;

2.10.2. water pumps, and parts of the reticulation system up to $1,000 per instance. The Lessee shall be responsible in all instances for the first $1,000 for costs. in excess of $1,000 it is the responsibility of the Lessee to contact the manager of Works prior to undertaking this maintenance work;

2.10.3. entry areas, gardens and trees. Should the Lessee require additional services relevant to parks and gardens the Lessee must **not** direct its request to the Shire's gardener but must first direct the request to Shire's Representative. The cost of additional services must be borne by the Lessee;

2.10.4. supplying and applying fertilizers and chemicals to the ovals and lawn areas as required;

2.10.5. internal and external seating, fencing and signage;

2.10.6. paved areas;

2.10.7. external rubbish bins, including replacement of external rubbish bins. If extra bins are required for events, a Works Request must be sent to the Shire Depot no less than two weeks before the event;

2.10.8. litter control.

2.11. Obtain written permission from the Shire prior to the installation of new lawn areas which the Committee intend on installing or laying.

2.12. At its own expense to comply with, carry out and perform the requirements of the **relevant Legislation**, Regulations, By-laws or of any Requisitions or Orders applicable to the Sporting Complex and the area subject to this lease or the use or the occupation thereof, including the *Local Government Act 1995* and the *Health Act 2016.*

2.13. Not to sell or permit the sale of any **alcoholic spirits or fermented liquors** at the Sporting Complex or the area subject to this lease, other than under a valid licence issued pursuant to the *Liquor Licencing Act 1988.*

2.14. If a **child care or child minding facility** is offered by the Lessee, the Lessee must comply with relevant legislation, including section 6 of the *Working with Children (Criminal Record Checking) Act 2004* and other relevant legislative and policy requirements.

2.15. Not to do, or suffer to be done, leave, or leave undone, any act, matter, or thing, that results in a **nuisance or anything in the nature of a nuisance,** or which may be deemed to be a nuisance, by an authority constituted under any acts which may exist, arise, or continue upon, or in connection with, the Sporting Complex or the use of the Sporting Complex, and to make all efforts to abate any such nuisance or alleged nuisance.

2.16. Not to bring or permit to be brought into or upon the Sporting Complex any **goods of a hazardous nature** other than those generally used for the purpose of community events and sporting events.

2.17. Report any significant damage to the Sporting Complex assets or required capital works to the Shire in writing within 2 days of discovery.

2.18. The Lessee will report any issues or incidents involving the playground equipment to the Shire.

2.19. The Lessee must contact the Shire before commissioning any repairs be undertaken. If repair costs are expected to be over $1000 further consult the Manager of Works to ensure compliance with the Shires Purchasing Policy.

2.20. Not to do or permit to be done anything that could **invalidate the Shire's insurance or prejudice the interests of its insurer.**

2.21. The Lessee must not Mortgage nor charge the Premises, except with the prior written consent of the Shire and the Minister for Lands being first obtained.

2.22. The Lessee will comply with its legislative obligations in relation to emergency planning and management for the Sporting Complex including emergency evacuation.

2.23. To pay all costs charges and expenses (including, but not limited to, legal costs and Surveyor's and Valuer's fees) incurred by the Lessor by reason of any default of the Lessee for the purpose of, or incidental to, compliance by the Lessor of the provisions of **Section 81 of the Property Law Act 1969.**

2.24. To permit the Lessor and any person or persons authorised by it to **enter the Sporting Complex** or any part thereof at all reasonable times in the daytime to examine the condition, damage or state of repair of the Sporting Complex or to carry out the Lessor's obligations. A **spare key** to gain entry to the building must be provided to the Shire, and that key shall remain with the Shire office.

2.25. The Lessee will not **make any alterations** to the Sporting Complex, its fixtures and fittings, or other items owned by the Lessor without prior written approval from the Shire.

2.26. To **indemnify** the Lessor and the Minister of Lands from and against all demands, claims, legal actions, at any time made or brought against the Lessor by any person or persons in relation to any damage, loss, or injury suffered by such person or persons, or to the property of such person or persons, in connection with the permitted use of the Sporting Complex during the period of this Agreement.

2.27. The Lessee must not lodge an absolute caveat at Landgate against the Certificate of Title for the Premises, unless the Lessee has first obtained the prior written consent of the Lessor and the Minister for Lands.

2.28. To affect such **Insurances** as necessary, including Insurances for all Lessee owned items classed as contents, as well as such other Insurances to indemnify both the Lessee & the Lessor against demands, claims, legal actions for any matters in connection with the permitted use of the Sporting Complex. The minimum levels of Public Liability insurance shall be not less than that included in the schedule attached to this Agreement. The Lessee must provide the Shire and the Minister for Lands with a copy of its Public Liability Insurance Certificate of Currency upon renewal each year.

2.29. The Lessee must provide the Shire with an **annual report** detailing the numbers of patrons utilising the complex facilities, as well as the number of functions held, to inform the Shire of how the complex facilities are being utilised. The report is required to be supplied no later than 31 October each year.

2.30. At the **termination of this Lease** ensure the condition of the Sporting Complex is consistent with the aforementioned Lessee obligations.

2.31. The Lessee will allow the a representative nominated by the Lessor to be a **non-voting member** of the Ongerup Sporting Complex Committee and will be invited to all Committee meetings.

2.32. The Lessee agrees that the Lessor is entitled to hold two Shire of Gnowangerup Council functions per calendar year free of any facility hire fee. The Shire will be responsible for all cleaning after each said function. Any additional functions will incur a facility hire fee that will be paid by the Council on receipt of an invoice from the Committee.

2.33. During a declared emergency or pandemic, the Lessor, will have full access to the Ongerup Sporting Complex, free of charge. The Shire will be responsible for all cleaning of the facility, if accessed, after the emergency or pandemic has passed.

3. The Lessor covenants with the Lessee that the Lessee shall hold **quiet enjoyment** of the Sporting Complex during the term of the Lease without interruption or disturbance from the Lessor or any person or persons in trust for the Lessor.

4. **Lessor (Shire) obligations**:

4.1. The Lessor shall keep and maintain Sporting Complex:

4.1.1. access roads;

4.1.2. car parks;

4.1.3. water catchment areas, including fencing and signage;

4.1.4. dams, including fencing and signage;

4.1.5. all ovals, including the surrounding lawn areas and edging. If the Lessee requires the mowing to be done for special events, the Lessee is required to give the Lessor no less than two weeks of notice by way of a works request to the Shire's Depot. In all other circumstances, the ovals will be mowed a maximum of 10 times per year and the surrounds a maximum of six times per year;

4.1.6. fire detectors, fire extinguishers and other fire suppression devices on a bi-annual basis;

4.1.7. pest control, treated on an annual basis;

4.1.8. external rubbish bins, consistent with the terms of normal Shire service;

4.1.9. gutters (annually);

4.1.10. maintain the obsolete TV/radio re-broadcasting tower and the protective fence surrounding it (annually).

4.1.11. emergency exit door illuminated signage;

4.1.12. evacuation diagrams

4.2. Without prejudice to any other rights or remedies which the Lessor may have available to it under this Lease at common law or at equity it is expressly agreed that clauses 2.1 to 2.9, 2.12, 2.13, 2.15, 2.20, 2.21, 2.22, 2.27 are **essential terms of this Lease** and a breach of which shall constitute a repudiation of the Lease by the Lessee thereby entitling the Lessor, at its discretion, to terminate this Lease and to damages for the loss of benefits conferred by this Lease as a whole for the balance of the term hereby created.

4.3. The Lessor shall not be **obliged to remedy** at any time without notice any default by the Lessee under this Lease and whenever the Lessor finds it necessary to remedy any default then all related costs and expenses incurred by the Lessor (including legal costs and expenses) shall be paid by the Lessee to the Lessor on demand.

4.4. If after the expiration or sooner determination of the term hereby granted or any extension or renewal thereof, the Lessee, with the consent of the Lessor, **shall remain in possession of the Sporting Complex** or any part thereof, then the Lessee shall be a monthly tenant of the Sporting Complex with the same obligations, on the same conditions and stipulations, as expressed in this Lease or implied, except the option of renewal which shall be deemed expressly excluded. Such monthly tenancy may be terminated by one week's written notice from either party to the other, expiring at any time whether at the end of a rent period or not.

4.5. At the expiration or sooner determination of the term created by this Lease, or of any extension, or an abandonment, of the Sporting Complex by the Lessee, **all fixed improvements** on the Sporting Complex shall become the property of the Lessor without the Lessee being entitled to compensation howsoever, unless otherwise agreed upon by the Lessor, and written notification is given by the Lessor to that effect.

4.6. The **Lessor shall not be liable for any loss or damage suffered by the Lessee** by reason of any accident arising from the water, sewerage, gas, or electricity, or other such services used or installed in the Sporting Complex, by reason of any leakage overflow or escape of water, gas or electricity unless the same is directly attributable to the negligence of the Lessor or the employees or contractors of the Lessor.

4.7. Any **notice required** to be given by either party to the other may be served either by delivering a copy of the notice to the Chief Executive Officer of the Shire of Gnowangerup, or to the President of the Lessee, or by posting the notice by registered letter to the address of either party, such notice shall be deemed to be served in the ordinary course of post.

4.8. The Lessor will pay all the power costs including supply associated with the reticulation system and pumps (including at the dam) to a limit of $1,000 per annum.

4.9. The Lessor will inspect the buildings annually and maintain a condition report according to the Lessor's Capital Works inspection schedule. A member from the Ongerup Sporting Complex Committee will be invited to attend the inspection along with the inspector. A copy of the annual condition report will be sent the Complex Committee.

4.10. The Lessor will make an annual contribution to the **Ongerup Sporting Complex Committee** that is to be used towards the operation of the Complex. The contribution will be determined by the Shire of Gnowangerup Council annually.

4.11. The Lessor is responsible for **obtaining and maintaining insurance** for the buildings and other permanent structures and fixtures.

4.12. In the event the Lessor makes major changes to the Sporting Complex, the Lessee will be **consulted** prior to the changes being made.

4.13. The Lessor is responsible for the purchase and installation of all playgrounds and playground equipment within the lease area. Playground equipment includes impact attenuating surfacing materials.

4.14. The Lessor will ensure safe operation of playground equipment by:

4.14.1 conducting and documenting regular defect inspection;

4.14.2 maintaining and repairing the playground equipment as recommended by the equipment manufacturer and as required by Australian Standards in operation at the time of installation, maintenance and modification of the playground and playground equipment. Relevant Australian Standards in operation at the time of this agreement are referred to in Item 3 of Schedule 1.

5. Such exclusive of Goods and Services Tax (GST). The Lessee must pay the Lessor on demand and in addition to the rent payable under this Lease the amount of any GST imposed upon the payment by the Lessees or the receipt by the Lessor of the rent payable.

6. To the extent that any one or more of the provisions contained in this agreement are held to be invalid, ineffective or of no force, then the remaining provisions will continue in full force and effect as if the offending provisions had not been included.

7. If a dispute arises out of or relating to this contract, the parties shall attempt to resolve the dispute though negotiations between the senior Shire officers and senior representatives of the Sporting Complex Committee, who have the authority to settle the dispute. If the matter has not been resolved by negotiation within 30 days of receipt of an invitation to negotiate, the parties will attempt to resolve the dispute in good faith through mediation. If the matter is not resolved through mediation within 60 days of initiating the mediation, then a party can choose to apply to the court for a resolution/relief.

8. This agreement may be terminated by the parties by notice in writing in any of the following events:

   8.1. by either party given the other one month's notice in writing of the termination of the agreement;
   8.2. non-payment of the rent over a period of 2 years;
   8.3. breach of any term and condition of this contract that has not been rectified by the Lessee who has received notice of the breach with 90 days.

SCHEDULE 1

1. **Insurances**

   The minimum level of Public Liability Insurance cover shall be $20 Million.

2. **Identification of Sporting Complex**

   Land means the land situated at 45 Jaekel Street, Ongerup, in the State of Western Australia being Reserve 25623 and being more particularly described as Lot 235 on Deposited Plan 185159 being the whole of the land comprised in Crown Land Title Volume LR3018 Folio 499 and Lot 99 on Deposited Plan 208807 being the whole of the land comprised in Crown Land Title Volume LR3018 Folio 498.

3. **Playgrounds and Playground Equipment**

   Relevant Australian Standards related to playgrounds and playground equipment in operation at the time of this agreement includes:

   - AS 4685:2014 Playground equipment and surfacing set (parts 1 to 6).

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first written above.

The Common Seal of)
SHIRE OF GNOWANGERUP)
was hereunto affixed in)
the presence of:)

106

President
Kate O'Keeffe

Chief Executive Officer
David Nicholson

The Common Seal of)
ONGERUP SPORTING)
COMPLEX COMMITTEE,)
INCORPORATED)
was hereunto affixed in)
the presence of:)

President

Secretary

Page | 13

- AS 4685:2014.11 Playground equipment – Additional specific safety requirements and test methods for spatial networks.
- AS/NZS 4486.1:1997 Playgrounds and playground equipment – Development, installation, inspection, maintenance and operation.
- AS/NZS ISO 8124.6:2016 Safety of toys – Swings, slides and similar activity toys for indoor and outdoor family domestic use.
- AS 3533.4.2 2013 Amusement rides and devices – Specific requirements - Contained play facilities.
- AS 1428:1992 Design for access and mobility (parts 1 to 4).
- AS/NZS 4422:1996 Playground surfacing specifications, Requirements and test methods.

11.6	LIST OF PAYMENTS MADE FROM THE MUNICIPAL FUND AND TRANSACTION CARD ACCOUNTS FOR THE PERIOD 1 TO 31 JULY 2026
Location:	Shire of Gnowangerup
Proponent:	N/A
Date of Report:	4th August 2026
Business Unit:	Corporate and Community Services
Responsible Officer:	Thomas Gorman – Deputy Chief Operating Officer
Author:	Venice Ampon – Finance Officer
Disclosure of Interest:	Nil

ATTACHMENTS

- List of Payments for July 2026.

PURPOSE OF THE REPORT

To provide Council with a list of payments processed in the month of July 2026.

BACKGROUND

Nil.

COMMENTS

The List of Payments for July 2026 covering the period 01/07/2026 to 31/07/2026 is as follows:

FUND	Amount
Municipal Fund - EFT 24077 - 24150	1,000,354.58
Municipal Fund - Cheque	12,569.99
Municipal Fund - Direct Debits	$173,211.08
Credit Card	$9,555.97
TOTAL	$1,195,691.62

CONSULTATION

Nil.

LEGAL AND STATUTORY REQUIREMENTS

Local Government (Financial Management) Regulations 1996

12. Payments from municipal fund or trust fund, restrictions on making

(1) A payment may only be made from the municipal fund or the trust fund —

(a) if the local government has delegated to the CEO the exercise of its power to make payments from those funds — by the CEO; or

(b) otherwise, if the payment is authorised in advance by a resolution of the council.

13. Payments from municipal fund or trust fund by CEO, CEO's duties as to etc.

(1) If the local government has delegated to the CEO the exercise of its power to make payments from the municipal fund or the trust fund, a list of accounts paid by the CEO is to be prepared each month showing for each account paid since the last such list was prepared —

(a) the payee's name; and

(b) the amount of the payment; and

(c) the date of the payment; and

(d) sufficient information to identify the transaction.

POLICY IMPLICATIONS

Purchasing Policy 4.1

Corporate Credit Card Policy 4.4

FINANCIAL IMPLICATIONS

All payments are in line with the Adopted Budget or have been approved by Council as a Budget Amendment.

STRATEGIC IMPLICATIONS

As per Council Plan 2025-2035.

Theme	4. Leadership and Governance
Strategy	4.2 An efficient and effective organisation, providing appropriate services to our community.
Activity	4.2 Ensure strong financial management through effective planning.

STRATEGIC RISK MANAGEMENT CONSIDERATIONS

This item has been evaluated against the current Council approved Risk Management Register.

Risk Description	Not to endorse the officer's recommendation.
Primary Strategic Risk Category	Financial Sustainability.
Primary Strategic Risk Category Description	Inability to maintain service and infrastructure levels for the Shire.
Consequence: *(Insignificant, Minor, Moderate, Major, Catastrophic)*	Catastrophic.
Likelihood: *(Almost, Certain, Likely, Possible, Unlikely, Rare)*	Unlikely.

IMPACT ON CAPACITY

Nil.

ALTERNATE OPTIONS AND THEIR IMPLICATIONS

Nil.

CONCLUSION

That Council notes the July 2026 of Payments as per the Officer's Recommendation.

VOTING REQUIREMENTS

Simple Majority.

COUNCIL RESOLUTION

MOVED: Cr R Kiddle SECONDED: Cr J Hemley

0826.07 That Council:

1. **NOTES the payment of accounts for July 2026 totalling $1,195,691.62 consisting of:**
   EFT 24077 - 24150… totalling $1,000,354.58; Cheque… totalling $12,569.99
   Superannuation and Direct Deposits totalling $173,211.08; and
   Corporate Credit Card totalling $9,555.97

UNANIMOUSLY CARRIED:6/0

FOR: Cr K O'Keeffe, Cr P Callaghan, Cr R Miniter, Cr R O'Meehan, Cr J Hemley, Cr R Kiddle

AGAINST: Nil

SHIRE OF GNOWANGERUP

LIST OF PAYMENT - JULY 2026

Chq/EFT	Name	Amount		Date
DD8166.1	AWARE SUPER	$	12,299.35	01/07/2026
DD8166.2	AMP LTD T/A SIGNATURE SUPER	$	41.69	01/07/2026
DD8166.3	PANORAMA SUPERANNUATION FUND	$	299.70	01/07/2026
DD8166.4	CBUS	$	2,158.92	01/07/2026
DD8166.5	MERCER SUPER FUND	$	465.86	01/07/2026
DD8166.6	PRIME SUPER	$	297.26	01/07/2026
DD8166.7	UNISUPER	$	30.97	01/07/2026
DD8166.8	WALGS PLAN	$	31.92	01/07/2026
DD8166.9	CARE SUPER	$	1,290.37	01/07/2026
DD8192.1	BENDIGO COMMUNITY BANK	$	35.79	01/07/2026
DD8166.10	WEALTH PERSONAL SUPERANNUATION AND PENSION FUND	$	2,139.09	01/07/2026
DD8166.11	AUSTRALIAN SUPER	$	3,555.72	01/07/2026
DD8166.12	ANZ SMART CHOICE SUPER	$	755.17	01/07/2026
DD8166.13	THE TRUSTEE FOR MLC SUPER FUND	$	126.25	01/07/2026
DD8166.14	REST SUPERANNUATION	$	99.92	01/07/2026
DD8166.15	AUSTRALIAN RETIREMENT TRUST	$	295.33	01/07/2026
DD8166.16	ACCLAIM WEALTH	$	181.41	01/07/2026
10726	TELSTRA	$	281.89	02/07/2026
20726	SYNERGY	$	456.08	02/07/2026
DD8192.5	BENDIGO COMMUNITY BANK	$	8.25	02/07/2026
DD8192.6	HOUSING AUTHORITY	$	210.00	03/07/2026
DD8192.7	BENDIGO COMMUNITY BANK	$	812.52	03/07/2026
DD8192.8	DEPARTMENT OF TRANSPORT	$	2,825.75	03/07/2026
EFT24077	GRAPHITE LEGAL PTY LTD	$	28,765.48	06/07/2026
DD8192.2	BENDIGO COMMUNITY BANK	$	0.15	06/07/2026
DD8192.3	DEPARTMENT OF TRANSPORT	$	259.60	06/07/2026
DD8192.9	HOUSING AUTHORITY	$	480.00	06/07/2026
10726	DEPARTMENT OF TRANSPORT	$	2,276.05	08/07/2026
DD8194.1	DEPARTMENT OF TRANSPORT	$	142.85	08/07/2026
EFT24078	ADMIN SOCIAL CLUB	$	140.00	09/07/2026
EFT24079	AFGRI EQUIPMENT AUSTRALIA PTY LTD	$	14,294.07	09/07/2026
EFT24080	AIR LIQUIDE	$	127.52	09/07/2026
EFT24081	AMPAC DEBT RECOVERY (WA) PTY LTD	$	587.95	09/07/2026
EFT24082	BGL SOLUTIONS	$	1,211.09	09/07/2026
EFT24083	BLACK AND GOLD SOCIAL CLUB	$	110.00	09/07/2026
EFT24084	CASSANDRA BEECK	$	1,480.00	09/07/2026
EFT24085	DELTA AGRIBUSINESS WA PTY LTD	$	1,600.00	09/07/2026
EFT24086	DEPARTMENT OF WATER AND ENVIRONMENTAL REGULATION	$	44.00	09/07/2026
EFT24087	DURAQUIP	$	440.00	09/07/2026
EFT24088	GNOWANGERUP COMMUNITY RESOURCE CENTRE	$	135.00	09/07/2026
EFT24089	**GNOWANGERUP FUEL SUPPLIES**	**$**	**48,678.33**	**09/07/2026**
EFT24090	GNOWANGERUP IGA	$	11.60	09/07/2026

Chq/EFT	Name	Amount	Date
EFT24091	GNOWANGERUP SPORTING COMPLEX	$ 7,946.40	09/07/2026
EFT24092	GNP HARDWARE	$ 186.53	09/07/2026
EFT24093	HIMAC ATTACHMENTS	$ 22,166.10	09/07/2026
EFT24094	IT VISION SOFTWARE PTY LTD T/A READY TECH	$ 550.00	09/07/2026
EFT24095	LANDGATE	$ 165.63	09/07/2026
EFT24096	LG CONSULTING SOLUTIONS	$ 2,562.12	09/07/2026
EFT24097	LGRCEU	$ 168.00	09/07/2026
EFT24098	LINKUP PTY LTD	$ 16,603.50	09/07/2026
EFT24099	LIVINGSTON MEDICAL	$ 23,466.67	09/07/2026
EFT24100	LOCAL GOVERNMENT PROFESSIONALS AUSTRALIA WA	$ 560.00	09/07/2026
EFT24101	MOORE AUSTRLIA (WA) PTY LTD	$ 19,635.00	09/07/2026
EFT24102	ONGERUP FARM SUPPLIES	$ 84.95	09/07/2026
EFT24103	ONGERUP TYRES & AUTOMOTIVE	$ 649.50	09/07/2026
EFT24104	SOLUTIONS IT	$ 4,862.00	09/07/2026
EFT24105	SOS OFFICE EQUIPMENT	$ 753.15	09/07/2026
EFT24106	TGS FIELD MECHANICAL	$ 1,816.30	09/07/2026
EFT24107	WA CONTRACT RANGER SERVICES	$ 1,039.50	09/07/2026
EFT24108	WAGYL KAIP SOUTHERN NOONGAR ABORIGINAL CORPORATION	$ 4,073.55	09/07/2026
EFT24109	WARREN BLACKWOOD WASTE	$ 2,450.28	09/07/2026
EFT24110	ZIPFORM	$ 2,100.98	09/07/2026
DD8194.2	BENDIGO COMMUNITY BANK	$ 4.95	09/07/2026
DD8194.3	DEPARTMENT OF TRANSPORT	$ 161.50	09/07/2026
DD8194.4	HOUSING AUTHORITY	$ 610.00	10/07/2026
DD8194.5	BENDIGO COMMUNITY BANK	$ 4.00	10/07/2026
DD8194.6	DEPARTMENT OF TRANSPORT	$ 761.20	10/07/2026
DD8194.7	FINRENT PTY LTD	$ 320.99	10/07/2026
DD8194.8	DEPARTMENT OF TRANSPORT	$ 775.45	13/07/2026
DD8194.9	DEPARTMENT OF TRANSPORT	$ 2,291.90	14/07/2026
DD8190.1	AWARE SUPER	$ 14,202.49	15/07/2026
DD8190.2	FORMULAE 1 PTY LTD ATF THE ISAIAH4110 SUPERANNUATION FUND	$ 8.69	15/07/2026
DD8190.3	PANORAMA SUPERANNUATION FUND	$ 349.65	15/07/2026
DD8190.4	CBUS	$ 2,202.03	15/07/2026
DD8190.5	MERCER SUPER FUND	$ 288.11	15/07/2026
DD8190.6	PRIME SUPER	$ 310.46	15/07/2026
DD8190.7	UNISUPER	$ 22.77	15/07/2026
DD8190.8	HOST PLUS SUPERANNUATION FUND	$ 91.61	15/07/2026
DD8190.9	CARE SUPER	$ 1,504.83	15/07/2026
DD8201.1	SYNERGY	$ 168.45	15/07/2026
DD8190.10	WALGS PLAN	$ 33.04	15/07/2026
DD8190.11	WEALTH PERSONAL SUPERANNUATION AND PENSION FUND	$ 2,110.64	15/07/2026
DD8190.12	AUSTRALIAN SUPER	$ 3,402.15	15/07/2026
DD8190.13	ANZ SMART CHOICE SUPER	$ 770.86	15/07/2026
DD8190.14	THE TRUSTEE FOR MLC SUPER FUND	$ 110.16	15/07/2026
DD8190.15	REST SUPERANNUATION	$ 103.42	15/07/2026
DD8190.16	AUSTRALIAN RETIREMENT TRUST	$ 334.42	15/07/2026

Chq/EFT	Name	Amount		Date
DD8190.17	ACCLAIM WEALTH	$	48.85	15/07/2026
DD8201.12	DEPARTMENT OF TRANSPORT	$	1,277.70	15/07/2026
DD8203.3	TELSTRA	$	120.00	16/07/2026
DD8204.1	DEPARTMENT OF TRANSPORT	$	28.05	16/07/2026
DD8201.13	BENDIGO COMMUNITY BANK	$	8.10	16/07/2026
DD8201.14	DEPARTMENT OF TRANSPORT	$	27,094.80	16/07/2026
DD8201.2	WATER CORPORATION	$	6.02	17/07/2026
DD8201.5	DEPARTMENT OF TRANSPORT	$	5,358.65	17/07/2026
140726	BENDIGO COMMUNITY BANK	$	9,555.97	17/07/2026
DD8201.10	SYNERGY	$	573.21	17/07/2026
DD8201.15	HOUSING AUTHORITY	$	210.00	17/07/2026
DD8201.16	BENDIGO COMMUNITY BANK	$	4.00	17/07/2026
DD8201.4	WATER CORPORATION	$	117.47	18/07/2026
DD8201.6	HOUSING AUTHORITY	$	480.00	20/07/2026
DD8201.7	WATER CORPORATION	$	147.59	20/07/2026
DD8201.8	DEPARTMENT OF TRANSPORT	$	220.35	20/07/2026
DD8201.9	DEPARTMENT OF TRANSPORT	$	1,475.00	21/07/2026
DD8202.1	DEPARTMENT OF TRANSPORT	$	356.95	22/07/2026
EFT24111	ADMIN SOCIAL CLUB	$	130.00	23/07/2026
EFT24112	AFGRI EQUIPMENT AUSTRALIA PTY LTD	$	321.64	23/07/2026
EFT24113	AMD CHARTERED ACCOUNTANTS	$	2,310.00	23/07/2026
EFT24114	AMPAC DEBT RECOVERY (WA) PTY LTD	$	234.45	23/07/2026
EFT24115	AUSTRALIA POST	$	129.66	23/07/2026
EFT24116	AUSTRALIA'S SOUTH WEST	$	7,700.00	23/07/2026
EFT24117	AUSTRALIAN AIRPORTS ASSOCIATION LIMITED	$	2,134.00	23/07/2026
EFT24118	BAREFOOT CLOTHING MANUFACTURERS	$	2,175.00	23/07/2026
EFT24119	BLACK AND GOLD SOCIAL CLUB	$	110.00	23/07/2026
EFT24120	BOOKEASY AUSTRALIA PTY LTD	$	387.30	23/07/2026
EFT24121	Baldwin Legal Pty Ltd	$	5,500.00	23/07/2026
EFT24122	CARROLL & RICHARDSON FLAGWORLD	$	641.30	23/07/2026
EFT24123	CORSIGN WA	$	5,918.00	23/07/2026
EFT24124	DEPARTMENT OF LOCAL GOVERNMENT INDUSTRY REGULATION AND SAFETY	$	566.28	23/07/2026
EFT24125	EMILY CHARLOTTE MURRAY	$	64.90	23/07/2026
EFT24126	EVERJAZZ PTY LTD T/A POWELL SECURITY SERVICES	$	106.00	23/07/2026
EFT24127	FULTON HOGAN INDUSTRIES WA	$	438,150.43	23/07/2026
EFT24128	GNOWANGERUP COMMUNITY RESOURCE CENTRE	$	2,310.03	23/07/2026
EFT24129	**GNOWANGERUP FUEL SUPPLIES**	**$**	**739.84**	**23/07/2026**
EFT24130	GNOWANGERUP SPORTING COMPLEX	$	310.00	23/07/2026
EFT24131	GNP HARDWARE	$	1,223.40	23/07/2026
EFT24132	IMPRINT PLASTICS	$	110.55	23/07/2026
EFT24133	JLT RISK SOLUTIONS PTY LTD	$	6,964.10	23/07/2026
EFT24134	KATANNING BETTA HOME LIVING	$	1,544.00	23/07/2026
EFT24135	LG BEST PRACTICES PTY LTD	$	550.00	23/07/2026
EFT24136	LGISWA	$	196,737.50	23/07/2026
EFT24137	LGRCEU	$	168.00	23/07/2026

Chq/EFT	Name	Amount	Date
EFT24138	LOCAL GOVERNMENT PROFESSIONALS AUSTRALIA WA	$ 660.00	23/07/2026
EFT24139	MARKET CREATIONS PTY LTD	$ 17,325.00	23/07/2026
EFT24140	ONGERUP FARM SUPPLIES	$ 290.00	23/07/2026
EFT24141	QHSE INTEGREATED SOLUTIONS PTY LTD	$ 603.90	23/07/2026
EFT24142	SOLUTIONS IT	$ 10,203.32	23/07/2026
EFT24143	SOUTH REGIONAL TAFE	$ 528.00	23/07/2026
EFT24144	SOUTH WEST EARTHMOVING WA PTY LTD	$ 73,164.96	23/07/2026
EFT24145	STUART FRASER DRUMMOND	$ 201.32	23/07/2026
EFT24146	STUDIO 23 PHOTOGRAPHY	$ 492.80	23/07/2026
EFT24147	TEAM GLOBAL EXPRESS PTY LTD	$ 47.11	23/07/2026
EFT24148	THINKPROJECT AUSTRALIA PTY LTD	$ 9,923.76	23/07/2026
EFT24149	WARREN BLACKWOOD WASTE	$ 9,251.10	23/07/2026
DD8202.2	DEPARTMENT OF TRANSPORT	$ 206.50	23/07/2026
DD8202.3	BENDIGO COMMUNITY BANK	$ 5.85	23/07/2026
DD8202.4	HOUSING AUTHORITY	$ 610.00	24/07/2026
DD8202.5	DEPARTMENT OF TRANSPORT	$ 3,706.35	24/07/2026
DD8201.11	BENDIGO COMMUNITY BANK	$ 4.00	25/07/2026
DD8202.7	DEPARTMENT OF TRANSPORT	$ 224.00	27/07/2026
DD8202.6	SYNERGY	$ 4,036.97	28/07/2026
EFT24150	GRAPHITE LEGAL PTY LTD	$ 517.70	29/07/2026
DD8207.1	AWARE SUPER	$ 14,472.87	29/07/2026
DD8207.2	PANORAMA SUPERANNUATION FUND	$ 104.06	29/07/2026
DD8207.3	CBUS	$ 2,189.56	29/07/2026
DD8207.4	MERCER SUPER FUND	$ 498.59	29/07/2026
DD8207.5	PRIME SUPER	$ 314.48	29/07/2026
DD8207.6	UNISUPER	$ 30.09	29/07/2026
DD8207.7	HOST PLUS SUPERANNUATION FUND	$ 490.31	29/07/2026
DD8207.8	WALGS PLAN	$ 156.92	29/07/2026
DD8207.9	CARE SUPER	$ 1,627.44	29/07/2026
DD8210.1	DEPARTMENT OF TRANSPORT	$ 23,177.50	29/07/2026
DD8207.10	WEALTH PERSONAL SUPERANNUATION AND PENSION FUND	$ 2,148.13	29/07/2026
DD8207.11	AUSTRALIAN SUPER	$ 3,522.39	29/07/2026
DD8207.12	ANZ SMART CHOICE SUPER	$ 685.30	29/07/2026
DD8207.13	THE TRUSTEE FOR MLC SUPER FUND	$ 128.44	29/07/2026
DD8207.14	REST SUPERANNUATION	$ 103.42	29/07/2026
DD8207.15	AUSTRALIAN RETIREMENT TRUST	$ 415.35	29/07/2026
DD8207.16	ACCLAIM WEALTH	$ 216.76	29/07/2026
DD8210.2	BENDIGO COMMUNITY BANK	$ 8.10	30/07/2026
DD8210.3	DEPARTMENT OF TRANSPORT	$ 487.90	30/07/2026
DD8203.2	DEPARTMENT OF TRANSPORT	$ 16,115.45	31/07/2026
DD8210.4	HOUSING AUTHORITY	$ 210.00	31/07/2026
		$ 1,195,691.62	

BREAKDOWN OF CREDIT CARD EXPENDITURE	BENDIGO COMMUNITY BANK - CREDIT CARD	$	9,555.97
BDO Furniture	2/07/2026	$	2,049.30
Shire of Gnowangerup	2/07/2026	$	52.10
Gnowangerup Post	5/07/2026	$	49.00
Starlink	10/07/2026	$	330.00
Forest Hill Vineyard	11/07/2026	$	209.50
Ampol	14/07/2026	$	59.57
State law publisher	15/07/2026	$	255.84
Airbnb	16/07/2026	$	242.61
Kensington us	19/07/2026	$	117.00
Shell katanning	19/07/2026	$	19.17
Sandy Bay	22/07/2026	$	500.00
Dublin	23/07/2026	$	20.90
International transaction fee	230/07/2026	$	0.63
Snapfish	24/07/2026	$	218.49
Starlink	28/07/2026	$	139.00
Osborne park	28/07/2026	$	189.50
Osborne park	28/07/2026	$	208.40
Dublin	29/07/2026	$	20.90
International transaction fee	29/07/2026	$	0.63
Starlink	29/07/2026	$	150.00
Dublin	30/07/2026	$	3.33
International transaction fee	30/07/2026	$	0.10
Card fee	30/07/2026	$	8.00
hilton perth	31/07/2026	$	4,712.00
		$	**9,555.97**

EFT24089 - EFT24129	GNOWANGERUP FUEL SUPPLIES	$	49,418.17
Card 118 – GN.00	CHIEF EXECUTIVE OFFICER	$	113.21
Card 119 – GN.001	DEPUTY CHIEF EXECUTIVE OFFICER	$	196.43
Card 120 – GN.002	POOL VEHICLE	$	217.21
Card 612 1IHK617	COMMUNITY & ECONOMIC DEVELOPMENT MANAGER	$	428.82
Card 120 - GN.006	DR VEHICLE		
Card 121 – BFB1	BUSHFIRE BRIGADE		
Card 122 – BFB2	BUSHFIRE BRIGADE		
Card 123 – P6000	DEPOT - SMALL PLANT	$	222.66
Card 124 – A6000	ADMIN OFFICE ADDITIONAL CARD		
CARD - ISUZU	COMMUNITY & ECONOMIC DEVELOPMENT MANAGER		
Card 410 - Depot	DEPOT ADDITIONAL CARD		
	ONGERUP DEPOT	$	47,500.00
Truck	GNOWANGERUP SES	$	319.24
Troopy	GNOWANGERUP SES	$	71.89
Card 67 - GNOSES	TRUCK		
Card 68 - GNOSES	UTE	$	299.11
Card 69 - GNOSES	ULP	$	49.60
		$	**49,418.17**

12. REPORT FOR DECISION – CONFIDENTIAL ITEM

PROCEDURAL MOTION

MOVED: Cr R O'Meehan SECONDED: Cr R Kiddle

0826.08 That Council:

Closes the meeting to members of the public to consider Items 12.1 in accordance with Section 5.23 (4) (c) of the Local Government Act 1995 *a**s the items contain information relating to the price and evaluation of tenders received by the Local Government for the road reconstruction contracts.***

UNANIMOUSLY CARRIED:6/0

FOR: Cr K O'Keeffe, Cr P Callaghan, Cr R Miniter, Cr R O'Meehan, Cr J Hemley, Cr R Kiddle

AGAINST: Nil

Cr R Miniter declared a direct financial interest in 12.1 due to being a contractor.

Cr R Miniter left the room at 3:53 PM.

12.1	AWARD TENDER RFT 2026-8-1 TIELINE AND ONGERUP-PINGRUP ROAD RECONSTRUCTION WORKS
Location:	N/A
Proponent:	N/A
Date of Report:	18th August 2026
Business Unit:	Infrastructure and Assets
Responsible Officer:	Rick Miller – Executive Manager of Infrastructure and Assets
Author:	Sudarshan Ghimire – Technical Officer
Disclosure of Interest:	Nil

ATTACHMENTS

- RFT 2026-8-1 Confidential Tender Evaluation Report **(CONFIDENTIAL)**

PURPOSE OF THE REPORT

For Council to consider awarding tender RFT 2026-8-1 Tieline and Ongerup Pingrup Road Reconstruction Works.

BACKGROUND

On the 22nd of July ordinary meeting, Council resolved as follows:

COUNCIL RESOLUTION

Moved: Cr R Kiddle Seconded: Cr M Creagh
0726.10 That Council:

1. **AUTHORISES the CEO to call for tenders for the following major projects in the 2026/27 Budget adopted 17 June 2026.**
   a) **Tieline Rd Floodway Upgrades and Widening – Reconstruction**
   b) **Ongerup Pingrup Rd – Upgrades Patching – Reconstruction**
   c) **Gravel Resheet Program – Roads as per budget program**

UNANIMOUSLY CARRIED BY: 6/0

FOR: Cr K O'Keeffe, Cr M Creagh, Cr P Callaghan, Cr R O'Meehan, Cr J Hemley, Cr R Kiddle

AGAINST: Nil

COMMENTS

Following Council endorsement, RFT 2026-8-1 tender documents were uploaded to the Shire of Gnowangerup TenderLink portal on 28th of July, 2026 and advertised in the West Australian newspaper.

Tender notices were also posted on the Shires other media services

The tender period closed 14th of August at 4 PM AWST and Five (5) submissions were received.

Five (5) contractors provided compliant submissions and were deemed capable of undertaking the works, however the main point of difference between tenders was the range in the prices submitted.

None of the contractors nominated for consideration under the Shires Regional Price Preference Policy.

The tenderer, recommended by the evaluation panel for this contract, has demonstrated the best value for money according to the "Qualitative" and "Quantitative" criteria specified in the tender document.

Assessment scoring and evaluation details are detailed in the attached confidential Tender Recommendation Report.

CONSULTATION

Consultation amongst project team staff for the preparation of the tender documentation and specifications.

LEGAL AND STATUTORY REQUIREMENTS

Local Government Act 1995 s5.42 and s5.43.

POLICY IMPLICATIONS

The Shires Procurement Policy and Regional Price Preference Policy are both relevant to this tender.

FINANCIAL IMPLICATIONS

The total value of the proposed works to deliver the Tieline and Ongerup Pingrup Road works will exceed the threshold of $600,000 as stipulated in the Shire of Gnowangerup Delegations Register (s1.2.4 Expressions of Interest and Tenders for Goods and Services, paragraph 2.1) and requires Council approval to award the tender.

The submitted price by the recommended tenderer is within the Shires budgeted amount of $795,000.00 (Tieline Rd $480,000 and Ongerup Pingrup $315,000)

STRATEGIC IMPLICATIONS

As per Council Plan 2025-2035.

Theme	Our Environment.
Strategy	2.2 Infrastructure is well planned to support our community.

STRATEGIC RISK MANAGEMENT CONSIDERATIONS

This item has been evaluated against the current Council approved Risk Management Register.

Awarding the tender will reduce strategic and operational risks by maintaining /improving road infrastructure, better positioning to attract funding and limiting reputational risk.

The risk is assessed as high prior to the treatment of carrying our specified works.

Risk Description	**Council does not award the tender.**
Primary Strategic Risk Category	Community Disruption.
Primary Strategic Risk Category Description	Failure to adequately prepare and respond to events that cause disruption to the local community.
Consequence: *(Insignificant, Minor, Moderate, Major, Catastrophic)*	Major.
Likelihood: *(Almost, Certain, Likely, Possible, Unlikely, Rare)*	Possible.

IMPACT ON CAPACITY

Nil.

ALTERNATE OPTIONS AND THEIR IMPLICATIONS

Council could resolve to not award the tender and not proceed with Tieline and Ongerup Pingrup Road Reconstruction Works. Implications of this option would be an increase in road failures requiring increased repairs and reducing the safety of the roads. With these projects being funded through Regional Road Group administered by MRWA and the Shire funding only 1/3 of the budget the option of moving these funds to another project is not possible.

CONCLUSION

It is recommended that Council supports the request to award the tender RFT 2026-8-1 Tieline and Ongerup Pingrup Road Reconstruction Works.

VOTING REQUIREMENTS

Absolute Majority.

COUNCIL RESOLUTION

MOVED: Cr R O'Meehan SECONDED: Cr R Kiddle

0826.09 That Council:

1. **AWARDS tender RFT 2026-8-1 Tieline and Ongerup Pingrup Road Reconstruction Works to Tenderer 3 as recommended in RFT 2026-8-1 Confidential Tender Evaluation Report ;**

2. **APPROVES the Chief Executive Officer to negotiate minor variations before entry into the contract in accordance with Shire delegation 1.2.4 Expressions of Interest and Tenders for Goods & Services CL 2.10 and;**

3. **APPROVES the Chief Executive Officer to apply the common seal to the contract between the Shire and successful Contractor.**

CARRIED BY ABSOLUTE MAJORITY:5/0

FOR: Cr K O'Keeffe, Cr P Callaghan, Cr R O'Meehan, Cr J Hemley, Cr R Kiddle

AGAINST: Nil

<u>PROCEDURAL MOTION</u>

MOVED: Cr P Callaghan SECONDED: Cr R Kiddle

0826.10 That Council:

Reopens the meeting to members of the public.

UNANIMOUSLY CARRIED BY: 5/0

FOR: Cr K O'Keeffe, Cr P Callaghan, Cr R O'Meehan, Cr J Hemley, Cr R Kiddle

AGAINST: Nil

Cr R Miniter returned to the room at 4:01 PM.

OTHER BUSINESS AND CLOSING PROCEDURES

13. URGENT BUSINESS INTRODUCED BY DECISION OF COUNCIL

Nil.

14. MOTION OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil.

15. DATE OF NEXT MEETING

The next Ordinary Council Meeting will be held on **Wednesday, 23 September 2026**.

16. CLOSURE

The Shire President thanked Council, visitors and staff for their time and declared the meeting closed at 4:03 PM.