



# **AGENDA**

**Ordinary Council Meeting**

**17 December 2024**

**4:30pm**

**Council Chambers, Bayley Street, Coolgardie**

**SHIRE OF COOLGARDIE**

**NOTICE OF ORDINARY MEETING OF COUNCIL**

Dear Elected Member

The next Ordinary Meeting of the Shire of Coolgardie will be held on Tuesday 17 December 2024 commencing at 4:30pm.



**AARON COOK**  
**ACTING CHIEF EXECUTIVE OFFICER**

**ORDINARY COUNCIL MEETING****17 December 2024**

Welcome to the Ordinary Council Meeting of the Shire of Coolgardie.

The dates, times and locations of the Ordinary Council Meetings for 2024 are listed hereunder.

| <u>Day</u> | <u>Date</u>       | <u>Time</u> | <u>Venue</u> |
|------------|-------------------|-------------|--------------|
| Tuesday    | 23 January 2024   | 4:30pm      | Kambalda     |
| Tuesday    | 27 February 2024  | 4.30pm      | Coolgardie   |
| Tuesday    | 26 March 2024     | 4.30pm      | Kambalda     |
| Tuesday    | 23 April 2024     | 4.30pm      | Coolgardie   |
| Tuesday    | 28 May 2024       | 4.30pm      | Kambalda     |
| Tuesday    | 25 June 2024      | 4.30pm      | Coolgardie   |
| Tuesday    | 23 July 2024      | 4.30pm      | Kambalda     |
| Tuesday    | 27 August 2024    | 4.30pm      | Coolgardie   |
| Tuesday    | 24 September 2024 | 4.30pm      | Kambalda     |
| Tuesday    | 22 October 2024   | 4.30pm      | Coolgardie   |
| Tuesday    | 26 November 2024  | 4.30pm      | Kambalda     |
| Tuesday    | 17 December 2024  | 4.30pm      | Coolgardie   |



Aaron Cook  
**Acting Chief Executive Officer**

## COUNCIL MEETING INFORMATION NOTES

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

***Written notice of each question should be given to the Chief Executive Officer prior to 12:30pm on the day of the meeting. A summary of each question and response is included in the Minutes.***

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

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

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

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

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

**The Agenda closes the Monday week prior to the Council Meeting (i.e. ten (10) days prior to the meeting).**

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

7. Agendas for Ordinary Meetings are available in the Coolgardie and Kambalda Offices/Libraries seventy-two (72) hours prior to the meeting and the public are invited to secure a copy.
8. Agenda items submitted to Council will include a recommendation for Council consideration. Electors should not interpret and/or act on the recommendations until after they have been considered by Council. Please note the Disclaimer in the Agenda (page 3).
9. Public Question Time – Statutory Provisions – Local Government Act 1995

Time is to be allocated for questions to be raised by members of the public and responded to at:

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

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

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

**Local Government (Administration) Regulations 1996**

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

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

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

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

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

**Local Government (Administration) Regulations 1996**

- Reg 7 (1) Procedures for the asking of and responding to questions raised by members of the public at a meeting referred to in regulation 6 (1) are to be determined:
- (a) by the person presiding at the meeting; or
  - (b) in the case where the majority of members of the council or committee present at the meeting disagree with the person presiding, by the majority of members, having regard to the requirements of sub regulations (2) and (3).
- (2) The time allocated to the asking and responding to questions raised by members of the public at a meeting referred to in regulation 6(1) is to precede the discussion of any matter that requires a decision to be made by the council or the committee, as the case may be.
- (3) Each member of the public who wishes to ask a question at a meeting referred to in regulation 6(1) is to be given an equal and fair opportunity to ask the question and receive a response.
- (4) Nothing in sub regulation (3) requires:
- (a) A council to answer a question that does not relate to a matter affecting the local government;
  - (b) A council at a special meeting to answer a question that does not relate to the purpose of the meeting; or
  - (c) A committee to answer a question that does not relate to a function of the committee.

**2. Public Inspection of Unconfirmed Minutes (Reg 13)**

A copy of the unconfirmed Minutes of Ordinary and Special Meetings will be available for public inspection in the Coolgardie and Kambalda Offices/Libraries within ten (10) working days after the Meeting.

**NOTE:****10.3 Unopposed Business**

- (1) Upon a motion being moved and seconded, the person presiding may ask the meeting if any member opposes it.
- (2) If no member signifies opposition to the motion the person presiding may declare the motion in sub clause (1) carried without debate and without taking a vote on it,
- (3) A motion carried under sub clause (2) is to be recorded in the minutes as a unanimous decision of the Council or committee.
- (4) If a member signifies opposition to a motion the motion is to be dealt with according to this Part.
- (5) This clause does not apply to any motion or decision to revoke or change a decision which has been made at a Council or committee meeting.

**Recording of Council Meetings**

Please note that Council Meetings are currently being recorded for minute taking purposes only.

## DISCLOSURE OF INTERESTS

Notes for Guidance

### IMPACT OF A FINANCIAL INTEREST (s. 5.65 & s.67. *Local Government Act 1995*)

A member who has a **Financial Interest** 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.

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 and 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*.

### INTERESTS AFFECTING FINANCIAL INTEREST

The following notes are a basic guide for Councillors when they are considering whether they have a **Financial Interest in a matter**.

1. A Financial Interest, pursuant to s.5.60A or 5.61 of the *Local Government Act 1995*, 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 expectations 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 and 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 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. *Under s.5.65 of the Local Government Act 1995* failure to notify carries a penalty of \$10,000 or imprisonment for 2 years.
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) of the *Local Government Act 1995*; or
  - 6.2 Where the Minister allows the Councillor to participate under s.5.69(3) of the *Local Government Act 1995*, with or without conditions.



**INTERESTS AFFECTING PROXIMITY** (s.5.60b Local Government Act 1995)

1. For the purpose of this subdivision, a person has a proximity interest, pursuant to s.5.60B of the Local Government Act 1995, in a matter if the matter concerns;
  - a. a proposed change to a planning scheme affecting land that adjoins the person's land; or
  - b. a proposed change to the zoning or use of land that adjoins the person's land; or
  - c. a proposed development (as defined in Section 5.63(5)) of land that adjoins the person's land.
  
2. In this section, land (the proposal land) adjoins a person's land if;
  - a. The proposal land, not being a throughfare, has a common boundary with the person's land; or
  - b. The proposal land, or any part of it, is directly across a throughfare from, the person's land; or
  - c. The proposal land is that part of a thoroughfare that has a common boundary with the person's land.
  
3. In this section a reference to a person's land is a reference to any land owned by the person or in which the person has any estate or interest.

**INTERESTS AFFECTING IMPARTIALITY**

Definition: an interest, pursuant to *Regulation 19AA of the Local Government (Administration) Regulations 1996*, means an interest that could, or could reasonably be perceived to adversely affect the impartiality of the person having the interest; and includes an interest arising from kinship, friendship or membership of an association. It is also important to be considered in relation to the Shire of Coolgardie Code of Conduct for Council Members, Committee Members, and Candidates.

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 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.

**QUESTION TIME FOR THE PUBLIC**

*(Please Write Clearly)*

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

**QUESTION TO THE PRESIDENT:-**

- **GENERAL QUESTION / QUESTION RELATED TO THE AGENDA**  
*(Strike out unnecessary words)*

ITEM NO: \_\_\_\_\_ PAGE NO: \_\_\_\_\_

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**PLEASE PASS TO THE CHIEF EXECUTIVE OFFICER FOR REFERRAL TO THE PRESIDENT BY 12.30PM ON THE DAY OF THE MEETING AT THE KAMBALDA OFFICE, IRISH MULGA DRIVE, KAMBALDA OR AT THE COOLGARDIE OFFICE, BAYLEY STREET, COOLGARDIE.**

## Order Of Business

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**1 DECLARATION OF OPENING / ANNOUNCEMENT OF VISITORS****1.1 ACKNOWLEDGEMENT OF COUNTRY**

“The Shire of Coolgardie acknowledges the Traditional Owners of the land, on which we meet and pay our respects to Elders past, present and emerging”

**2 DECLARATION OF COUNCIL MEMBERS**

The Shire President to invite Council Members to declare that they have read the agenda and supporting documents and able to make informed decision on all matters accordingly.

**3 RECORD OF ATTENDANCE / APOLOGIES / APPROVED LEAVE OF ABSENCE****4 DECLARATIONS OF INTEREST****4.1 Declarations of Financial Interests – Local Government Act Section 5.60A****4.2 Declarations of Proximity Interests – Local Government Act Section 5.60B****4.3 Declarations of Impartiality Interests –Shire of Coolgardie Code of Conduct for Council Members, Committee Members and Candidates for Election, Code of Conduct for Employees****5 RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE**

Nil

**6 PUBLIC QUESTION TIME****7 APPLICATIONS FOR LEAVE OF ABSENCE**

**8 CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS**

**8.1 MINUTES OF THE ORDINARY COUNCIL MEETING HELD ON 26 NOVEMBER 2024**

**Date:** 10 December 2024

**Author:** Kasey Turner, Executive Assistant

**ATTACHMENTS**

Nil

**VOTING REQUIREMENT**

Simple Majority

**OFFICER RECOMMENDATION**

That the Minutes of the Ordinary Council Meeting held on 26 November 2024 be confirmed as a true and accurate record.

**9 ANNOUNCEMENTS BY PRESIDING PERSON WITHOUT DISCUSSION****9.1 PRESIDENT'S REPORT - DECEMBER 2024****Date:** 10 December 2024**Author:** Malcolm Cullen, Shire President

As the year of 2024 draws to a close, it is quite interesting to reflect on how the year commenced with the bushfires of last summer, the power outages in January to the wettest June-July winter period for many years.

These events have sparked a series of intense discussions between the WA State Government and all Local Governments in the Goldfields-Esperance Region with regards to commitment to improving and solving power supplies, upgrading the water pipeline from Mundaring-Kalgoorlie, and initiating a water security strategy to improve water supplies to our regional communities.

With the two-year temporary suspension of Nickel West operations in WA, BHP has established a WA Nickel Community Fund to support business and economic resilience, and liveability in WA Nickel's host communities throughout the temporary suspension period. To be eligible for the funding, entities must be located within one of WA Nickel's host communities of Kalgoorlie/Boulder, Kambalda, Leonora or Wiluna local government areas, and be a LG authority, an incorporated association, a registered charity or not-for-profit organisation or an Aboriginal/Torres Strait Islander Corporation.

Councillors have been busy attending the end of year school windup and awards ceremonies over the past two weeks and with five schools operating in the Shire, It has been quite pleasing to see the increasing numbers of children that are attending the schools as well large numbers of parents and friends also in attendance to provide very vocal support during the various acts the children performed as part of the awards ceremonies.

It is also pleasing to report the significant increase in the number of Citizenship Ceremonies being conducted by our Shire in both Coolgardie and Kambalda over the past twelve months, with our staff reporting there are already another five residents being co-ordinated for ceremonies be held early in the New Year.

These Statistics, together with the increasing student numbers at the schools and the low vacancy rates on housing rentals and sales in both towns show that our population seems to be growing, which is most encouraging.

The Shire Leisure and Recreation staff have prepared an exciting number of events and activities during December in which all members of our communities will be able to partake in some form or another leading up to the Christmas break and also during the school holiday period. Further information on all these activities can be found on the Shire website, or by contacting our friendly staff at the recreation centres or swimming pools in either Coolgardie or Kambalda.

Shire rates notices for the third payment instalment were issued during the month of November with good responses from our ratepayers. It is most important for those ratepayers who may be suffering any form of hardship with paying their instalment, particularly leading up to the Christmas time of the year, that they contact our rates officers who may be able to assist in making alternate payment arrangements.

On behalf of all Councillors, I would like to Thank and Acknowledge all our Staff for their work, effort and commitment to the Shire and the communities which we serve throughout the past year. I would also Thank our Councillors for their support and dedication to working with our community and other stakeholders in the Shire.

I would like to take this opportunity to wish all our residents, staff and councillors a Merry Christmas and a Happy and Safe New Year.

Cr Malcolm Cullen  
Shire President.



**10      PETITIONS / DEPUTATIONS / PRESENTATIONS / SUBMISSIONS**

Nil

**11      REPORTS OF COMMITTEES**

Nil

**12 REPORTS OF OFFICERS****12.1 Executive Services****12.1.1 FEES AND CHARGES INCLUSION - RECYCLED WATER SALE PRICE**

**Location:** Shire of Coolgardie Waste Water Facility  
**Applicant:** Acting Chief Executive Officer  
**Disclosure of Interest:** Nil  
**Date:** 5 December 2024  
**Author:** Aaron Cook, Acting Chief Executive Officer

**SUMMARY**

It is presented to Council to consider making an addition to the Fees and Charges Schedule to include a price for the sale of Recycled Wastewater from the Coolgardie Wastewater Facility.

**BACKGROUND**

Currently Council does not list a price for the sale of Recycled Wastewater and, as such, is totally restricted should an entity wish to purchase this water.

There have been a number of contacts made to Officers regarding the potential external use of the Wastewater, however no further advancement has taken place.

The Waste Facility Manager is actively working with Council's EHO to progress these contacts into reality as the Coolgardie Facility is backed up with Wastewater and creating additional issues and cost for Council.

**COMMENT**

The Council has a real potential to generate a level of income from the Recycled Wastewater, but it must be kept in mind that the customer however, must seek to obtain the license to take the water and use it on their site for whatever purpose they may have, like dust suppression or part of a mining operation or reticulating gardens etc. This action to obtain the license and collection or transportation costs of the wastewater are at the expense of the client. In addition, should an applicant wish to install infrastructure to pipe the water to site this will be at the total expense of the customer and Council will not install additional infrastructure.

Council also has the opportunity to utilise this product itself when conducting road works near the Wastewater Facility and to perform its own dust suppression at the Refuse Sites.

As such, to allow the organisation to sell any of the Wastewater it must first adopt a fee and charge and then as per *the Local Government Act 1995* follow the process of advertising providing notice to the community and the adoption date which is proposed to be the 20 January 2025.

It is proposed that in the Fees and Charges adopted document, directly under Standpipe Water is the following inclusion:

| <b>RECYCLED WASTEWATER</b>   | <b>GST INC</b> |        |
|--|----------------|--------|
| Recycled Wastewater from Coolgardie Wastewater facility. Customers may include but are not limited to Mining Companies, Road Construction Companies, | Y              | \$4.40 |

|   |  |  |
|---|--|--|
| Government Departments like the Education Department, Department of Water and other Local Governments   |  |  |
| Should Council be required to transport the Wastewater to a customer the fee is to include the cost of the Wastewater and the hourly rate of the Prime Mover and Water Cart, as per council's adopted Fees and Charges, is to be applied from the Depot to collection site, to the delivery point and return to departure location. |  |  |
| Council is to include the cost of the water within its project costings to facilitate Road Works as this use removes the ability to on sell the water to a third party where possible.  |  |  |

**CONSULTATION**

Due to the requirement to provide public notice as to the fee and charge and advise the implementation date the community have the opportunity to respond should they wish to.

**STATUTORY ENVIRONMENT**

*Local Government Act 1995*

*Part 6 Financial management*

*Division 5 Financing local government activities*

*s.6.16 (6)(3) – Imposition of fees and charges*

*s.6.19 – Local Government to give notice of fees and charges*

**POLICY IMPLICATIONS**

Nil

**FINANCIAL IMPLICATIONS**

It is difficult to advise as to the potential income from the sale of the Recycled Waste Water as the supply to the facility could reduce over time or the requirement to access from customers could waiver.

In addition, the use of the wastewater by council for its own activities also limits the ability to sell the water. However, any sale is a positive as currently the water is being disposed of by increasing the reticulation cycles on the Coolgardie Oval.

To place the revenue into perspective should a 30,000L water cart fill and be charged the cost to the customer would be \$132.00 including GST per trip. This does not seem like a lot however some customers would require significant volumes of water and it could be expected that there be 150,000 -200,000L per day being utilised or sold at the best-case scenario which calculating that would return council 200 X 4.4 = \$880.00 per day Inc GST, but this would be expected to the exception rather than a common occurrence.

**STRATEGIC IMPLICATIONS**

**A thriving local economy**

Supporting local businesses in the Shire

**Accountable and effective leaders**

Demonstrating sound financial management and plans for the Shire's long term financial sustainability

**Effective management of infrastructure, heritage and environment**

Facilitating re-use water initiatives

**ATTACHMENTS**

Nil

**VOTING REQUIREMENT**

Absolute Majority

**OFFICER RECOMMENDATION**

That Council under the Local Government Act 1995, Part 6 Financial Management, Division 5 Financing local government activities that Council insert the following table into the Fees and Charges with the Public Notice providing for an adoption date being 20 January 2025:

| <b>RECYCLED WASTEWATER</b>  | <b>GST<br/>INC</b> |        |
|---|--------------------|--------|
| Recycled Wastewater from Coolgardie Wastewater facility. Customers may include but are not limited to Mining Companies, Road Construction Companies, Government Departments like the Education Department, Department of Water and other Local Governments  | Y                  | \$4.40 |
| Should Council be required to transport the Wastewater to a customer the fee is to include the cost of the Wastewater and the hourly rate of the Prime Mover and Water Cart, as per council's adopted Fees and Charges, is to be applied from the Depot to collection site, to the delivery point and return to departure location. |                    |        |
| Council is to include the cost of the water, where possible, within its project costings to facilitate Road Works as this use removes the ability to on sell the water to a third party.  |                    |        |

**12.1.2 KAMBALDA AIRPORT FEES AND CHARGES AMENDMENT**

**Location:** Kambalda  
**Applicant:** Acting Chief Executive Officer  
**Disclosure of Interest:** Nil  
**Date:** 6 December 2024  
**Author:** Aaron Cook, Acting Chief Executive Officer

**SUMMARY**

It is proposed that the wording in the Fees and Charges for the Kambalda Airport to be amended.

**BACKGROUND**

Within the current Fees and Charges there is a Landing Fee and Head Tax Fee that is required to be Paid. The wording around this in the adopted Fees and Charges is incorrect and creating confusion for staff and operators. As such it is requested to be corrected to be reflective of the actual management of the Airport.

**COMMENT**

The amendment within the Fees and Charges listed under the Kambalda Airport require two amendments:

- 1) Landing Fee is to read

|  |   |         |
|--|---|---------|
| Landing Fee's for Incoming and Departing - separate fee (per person) | Y | \$33.00 |
|--|---|---------|

This amendment simply makes the clarification that the Landing Fee is payable for incoming and departing persons as separate transactions when obtaining a flight from the Kambalda Airport.

- 2) Head Tax is to read

|   |   |         |
|---|---|---------|
| Head Tax Fee's Incoming and Departing - separate fee (per person) | Y | \$13.20 |
|---|---|---------|

This amendment included the clarification again of the fee to be charged for incoming and departing persons as separate transactions when obtaining a flight from the Kambalda Airport.

In addition the wording that discussed the fee being paid to the Airport Management as per the lease is to be removed as this is not relevant and when a formal Lease is entered into this will sit outside of the fees and charges as it is a contractual arrangement.

This amendment is required urgently to fix the error in the document to ensure that the Shire is compliant with the fees and charges that are currently being utilised.

It is proposed that when the public notice is provided that this change is the implementation date of the change, even though this is an administrative error, will take effect from the 20 January 2024.

**CONSULTATION**

Due to the requirement to provide public notice as to the fee and charge and advise the implementation date the community have the opportunity to respond should they wish to.

**STATUTORY ENVIRONMENT***Local Government Act 1995**Part 6 Financial management**Division 5 Financing local government activities**s.6.16 (6)(3) – Imposition of fees and charges**s.6.19 – Local Government to give notice of fees and charges***POLICY IMPLICATIONS**

Nil

**FINANCIAL IMPLICATIONS**

There are no financial implications to this item as this is administrative to fix the error that is in the current fees and charges.

**STRATEGIC IMPLICATIONS****Accountable and effective leaders**

Demonstrating sound financial management and plans for the Shire's long term financial sustainability

**Effective management of infrastructure, heritage and environment**

Maintaining and renewing infrastructure and building assets

**ATTACHMENTS**

Nil

**VOTING REQUIREMENT**

Absolute Majority

**OFFICER RECOMMENDATION**

**That Council under the *Local Government Act 1995, Part 6 Financial Management, Division 5 Financing local government activities* that Council amend the Kambalda Airport fees for the Landing Fee and Head Tax and replace the following in the Fees and Charges with the Public Notice providing an adoption date being 20 January 2025:**

|  |   |         |
|--|---|---------|
| Landing Fee's for Incoming and Departing - separate fee (per person) | Y | \$33.00 |
| Head Tax Fee's Incoming and Departing - separate fee (per person)    | Y | \$13.20 |

**12.1.3 BLUEBUSH VILLAGE AMENDMENT TO FEES AND CHARGES**

**Location:** Blue Bush Village Kambalda  
**Applicant:** Acting Chief Executive Officer  
**Disclosure of Interest:** Nil  
**Date:** 6 December 2024  
**Author:** Aaron Cook, Acting Chief Executive Officer

**SUMMARY**

It has come to the authors attentions that there are gaps in the fees and charges in the adopted budget for the Kambalda BlueBush Village and it is proposed to amend the Fees and Charges to reflect this.

**BACKGROUND**

In reviewing the operations and cost expenditures of the BlueBush Village it has become apparent that there are a range of matters that are not considered in the adopted Fees and charges document that should be corrected moving forward.

**COMMENT**

This agenda item is proposed to cover off on three matters that are not included in the adopted Fees and Charges that the author feels should be listed.

- 1) Executive Suite/Room utilised by two persons – It has come to the attention of Staff that the Executive Suit that provides a double bed is in fact being utilised by two persons within a relationship working the same shift, yet the price for the room hire is based on one occupant.  
 Due to this there are in fact double the meals being provided, double the water and use of facilities etc and as such there should be an additional charge to cover off on these costs. Without this Council is subsidising this company.  
 It is proposed to increase the rate from \$225 per night to \$280 per night for two occupants.

|   |   |          |
|---|---|----------|
| Executive Suite Two Persons accommodation | Y | \$280.00 |
|---|---|----------|

- 2) Unoccupied Room Rate – Single Quarters increase to \$135.00 per night – The unoccupied room rate is currently \$110 per night down from Contracted Room Rate of \$165 or Casual Room Rate of \$175.  
 Where Council is losing out is that the Management Company in many instances is not being provided the notice to reduce the purchasing of food items and as such Council is continually left paying for this as part of the Management Contract.  
 Due to the very large expense in running the camp these sorts of matters need to be covered to ensure that Council is not making a loss.

|                      |   |          |
|----------------------|---|----------|
| Unoccupied Room Rate | Y | \$135.00 |
|----------------------|---|----------|

- 3) Unoccupied Room Rate for Executive Suite – Currently there is no separate rate for the Executive Suite being book but unoccupied. As such the normal rate is \$225 for the Room and to apply the similar discount as per the Single Quarters Room it is proposed that with rounding that the Unoccupied room rate be \$180 per night.

|                                      |   |          |
|--------------------------------------|---|----------|
| Unoccupied Room Rate Executive Suite | Y | \$180.00 |
|--------------------------------------|---|----------|

- 4) Damage and Alterations to the room or facilities – Currently Companies, whose staff members intentional or unintentional damage equipment or facilities are being charged/directly billed. To ensure that Council is covered in this matter it is proposed to include a notation under the Fees and Charges that should a Tennant of the Camp damage the facilities that the Employer Company will be billed for the reimbursement of all parts, labour freight and any other associate cost.

All damage or alterations made to a room or the facilities by an occupant will result in the employer of the occupant being put on notice and billed directly for the cost of repairs including parts, labour, freight etc and any night that the room is unable to be occupied plus the Administrative Processing Fee.

- 5) Should Council need to bill for damage or for non-declaration of other matters like non declaration of multiple people accommodating one room, late advice of unoccupied rooms, will be billed a processing/administrative fee of \$150 which is exclusive of the fee and or charge being applied. It should be noted that this fee is being implemented to discourage businesses to try to manipulate the system or the fees and charges.

|  |   |          |
|--|---|----------|
| Administration Processing Fee for Damage Claims, non-accurate declaration of occupancy etc | Y | \$150.00 |
|--|---|----------|

**CONSULTATION**

Consultation with the Community will occur with the Public Notice is provided. However, once the fees have been adopted a letter will be provided to the Management Company and any affected users of the camp that are not in a fixed contract.

**STATUTORY ENVIRONMENT**

*Local Government Act 1995*

*Part 6 Financial management*

*Division 5 Financing local government activities*

*s.6.16 (6)(3) – Imposition of fees and charges*

*s.6.19 – Local Government to give notice of fees and charges*

**POLICY IMPLICATIONS**

There are no Policy Implications in this report.

**FINANCIAL IMPLICATIONS**

Whilst there are no major direct Financial Implications in this update this item is more about closing some gaps in the Fees and Charges and ensuring that Council is covered for some charges that are being made.

**STRATEGIC IMPLICATIONS**

**A thriving local economy**

Supporting and encouraging mining and processing industries

**Accountable and effective leaders**

Demonstrating sound financial management and plans for the Shire’s long term financial sustainability

**Effective management of infrastructure, heritage and environment**

Maintaining and renewing infrastructure and building assets



**ATTACHMENTS**

Nil

**VOTING REQUIREMENT**

Absolute Majority

**OFFICER RECOMMENDATION**

That Council under the Local Government Act 1995, Part 6 Financial Management, Division 5 Financing local government activities that Council insert the following lines into the Fees and Charges under the Kambalda BlueBush Village section with the Public Notice providing for an adoption date being 20 January 2025:

|   |   |          |
|---|---|----------|
| Executive Suite Two Persons accommodation | Y | \$280.00 |
|---|---|----------|

|                      |   |          |
|----------------------|---|----------|
| Unoccupied Room Rate | Y | \$135.00 |
|----------------------|---|----------|

|                                      |   |          |
|--------------------------------------|---|----------|
| Unoccupied Room Rate Executive Suite | Y | \$180.00 |
|--------------------------------------|---|----------|

|   |  |  |
|---|--|--|
| All damage or alterations made to a room or the facilities by an occupant will result in the employer of the occupant being put on notice and billed directly for the cost of repairs including parts, labour, freight etc and any night that the room is unable to be occupied plus the Administrative Processing Fee. |  |  |
|---|--|--|

|  |   |          |
|--|---|----------|
| Administration Processing Fee for Damage Claims, non-accurate declaration of occupancy etc | Y | \$150.00 |
|--|---|----------|

**12.1.4 AMENDMENT TO POLICY 1.23 BLUEBUSH ROOM ALLOCATION**

**Location:** Blue Bush Village  
**Applicant:** Acting Chief executive Officer  
**Disclosure of Interest:** Nil  
**Date:** 6 December 2024  
**Author:** Aaron Cook, Acting Chief Executive Officer

**SUMMARY**

It is proposed to make amendments to Policy - 123 BlueBush Room Allocation.

**BACKGROUND**

Upon becoming aware of the issues at the BlueBush Village (BBV) and how certain issued have been administered in regards to allocating discounts and the like the author has felt it pertinent to restrict this Policy.

**COMMENT**

Within the Council Policy 1.23 BlueBush Village Room Allocation provides the CEO the ability to reduce the fees to the following:

*The maximum variations to pricing may be applied:*

- *Up to 10% variation for commercial businesses.*
- *Up to 20% variation for government agencies and Government funded organisations*
- *Up to 25% variation for community groups and not-for-profit organisations.*

*All discounts approved by the CEO shall be reported to the Council on a minimum of a quarterly basis.*

However, some of the agreements that have been reached are for a large number of rooms and is outside the approval in the Policy. This greatly limits the ability for Council to appropriately be reimbursed.

As such it is proposed that Council should consider that Policy 1.23 be amended to reduce the discount maximum to be applied to the following:

*The maximum variations to pricing may be applied:*

- *Up to 5% variation for commercial businesses.*
- *Up to 10% variation for government agencies and Government funded organisations*
- *Up to 15% variation for community groups and not-for-profit organisations.*

*All discounts approved by the CEO must be reported to the next available Council information meeting and will be registered in a list within the BlueBush Information Session Reporting until the agreement expires.*

This action directs the CEO and officers to ensure that any negotiation is not outside of the Policy remit. In addition as it is affecting the revenue of the Shire, the Council will be informed as to all discounts provided and will be the decision maker if the discount exceeds the Policy.

In addition the Policy also makes a restriction that is difficult to adhere to whereby 10% of rooms shall be available for use within a 45 day period. In practical terms Council needs to rent whatever is available to gain as much revenue as possible and how this would be administered over a month to comply would be difficult. It is proposed that this should be removed.

**CONSULTATION**

Nil

**STATUTORY ENVIRONMENT**

Nil

**POLICY IMPLICATIONS**

Policy 1.23 Blue Bush Room Allocation

**FINANCIAL IMPLICATIONS**

Nil

**STRATEGIC IMPLICATIONS****A thriving local economy**

Supporting and encouraging mining and processing industries

**Accountable and effective leaders**

Ensuring a well-informed Council makes good decisions for the community

**Effective management of infrastructure, heritage and environment**

Maintaining and renewing infrastructure and building assets

**ATTACHMENTS**

Nil

**VOTING REQUIREMENT**

Simple Majority

**OFFICER RECOMMENDATION**

**That Council amend Policy 1.23 Blue Bush Room Allocation to read as per the attachment**

**12.1.5 CONSIDERATION OF PUBLIC SUBMISSIONS - S.3.58: PROPOSED LEASE OF KAMBALDA AIRPORT TO MINERAL RESOURCES LIMITED VIA PRIVATE TREATY**

**Location:** Kambalda Airport  
**Applicant:** Mineral Resources Limited  
**Disclosure of Interest:** Nil  
**Date:** 10 December 2024  
**Author:** Aaron Cook, Acting Chief Executive Officer

**SUMMARY**

This report seeks Council's consideration of public submissions that were received under section 3.58(4)(c) of the Local Government Act 1995 regarding the proposed lease of the Kambalda Airport land to Mineral Resources and seeks Council's consideration as to whether it wishes to continue pursuing this proposed transaction.

**BACKGROUND**

At its June 2024 meeting the Shire considered an unsolicited proposal from Mineral Resources Limited (MRL) where that company proposed to lease the Kambalda Airport from the Shire for 21 years and operate the airport as a charter airport for MRL employees and other charter services. At that meeting the Council resolved to call for Public Submissions on the proposal under *section 3.59 of the Local Government Act*.

In September 2024 the Council considered public submissions that had been received on the Business Plan and resolved the following:

*That Council*

1. *In accordance with S3.59 of the Local Government Act, agrees to proceed with the proposal that is detailed in the Business Plan: Proposal to lease the Kambalda Airport to Mineral Resources Ltd*
2. *Authorises the CEO to undertake actions to complete this transaction including:*
  - *Seeking and obtaining consent for the proposal from the Minister for Lands.*
  - *Advertising the terms of the lease proposal in accordance with section 3.58(4)(c) of the Local Government Act 1995*
  - *Negotiating and executing a formal lease agreement between the parties that is not materially different to the terms that are outlined in the Business Plan and this report.*

*Section 3.58(3) of the Local Government Act* states that a local government can dispose of property other than if, before agreeing to dispose of the property —

(a) it gives local public notice of the proposed disposition —

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

Section 3.58(4) states that the details of a proposed disposition that are required by subsection (3)(a)(ii) include —

- (a) the names of all other parties concerned; and
- (b) the consideration to be received by the local government for the disposition; and
- (c) the market value of the disposition —
  - (i) as ascertained by a valuation carried out not more than 6 months before the proposed disposition; or
  - (ii) as declared by a resolution of the local government on the basis of a valuation carried out more than 6 months before the proposed disposition that the local government believes to be a true indication of the value at the time of the proposed disposition.

In accordance with dot point 2 above, the Terms of the lease were advertised in the West Australian newspaper, Kalgoorlie Miner newspaper and the Shire of Coolgardie website in October 2024 with submissions requested by 25 October 2024. The key terms of that were disclosed in the advertisement (as required above) were:

- Names of Parties: Mineral Resources and Shire of Coolgardie
- Consideration to be Received: \$75,000 (Year 1). Rent indexing by 2.5% pa
- Market Value of Disposition: \$65,000 pa

**COMMENT**

At the conclusion of the public submission period two (2) submissions had been received from the following individuals/groups:

- Jan McLeod
- Wyloo Minerals

The majority of the issues raised by the submitters re the S3.58 Disposition notice were also raised when the S3.59 Business Plan was advertised. A summary of the issues along with an administration comment is tabled below. Fully copies of both submissions have been Appended to this report.

| Issue        | Concern   | Administration Comment  |
|--------------|---|---|
| Transparency | Concern that insufficient transparency/public information is available on the proposal. | Public comment has been invited on both the Business Plan and proposed disposition of land for this proposal. |

|  |  |   |
|--|--|---|
| Impact on Kambalda West residents      | Airport extensions/upgrades potentially impact on Kambalda West residents                                  | The lease proposes to continue to use the Kambalda Airport land for Airport purposes. Any potential upgrades/extensions will require separate approvals from the Shire and other regulatory bodies that will consider potential impacts on residents.   |
| Compliance of Transaction with LG Act. | Concern that the proposal does not adequately address LG Act requirements.                                 | Administration is of the opinion that the relevant provisions of the LG Act have been complied with and that the Council is within its right to proceed with the transaction should it wish to do so.   |
| Fee Increase Concerns                  | Concerned that 3 <sup>rd</sup> Party users of the Airport will be priced out of using the Kambalda Airport | This concern was raised and addressed in Business Plan process. The Draft Lease contains the following provision to protect 3 <sup>rd</sup> party users of the airport:<br><br><i>The Passenger Fee must not be increased by more than the increase in CPI per annum (Additional Increase), unless first approved by the Lessor in writing. Any request for an Additional Increase must be submitted to the Lessor in writing with a detailed reasons justifying why the Additional Increase is sought.</i>   |
| Access Concerns                        | Concern that 3 <sup>rd</sup> Party users will not have reasonable access to the Kambalda Airport.          | Council has previously sought and obtained confirmation from Mineral Resources that 3 <sup>rd</sup> Party access will be retained and promoted. The Draft Lease contains the following provision to reinforce this requirement:<br><br><i>At all times during the Term, the Lessee must:</i><br><br>a) <i>promote the use of the Airport to Goldfields mining companies and other businesses</i><br><br>b) <i>maintain and operate the Airport as an open access airport;</i><br><br>c) <i>provide for access to the Airport by charter services; and</i><br><br>d) <i>provide for access to the Airport by general aviation.</i> |

Calling for submissions on the disposition by private treaty arrangement demonstrated an intent to proceed with the lease proposal, but it did not make a final commitment to the lease. This report seeks Council consideration of whether it wishes to proceed with the lease negotiations post public feedback on the proposal.

If Council agrees to proceed with the lease a number of further matter will need to be resolved including:

- Seeking and obtaining Ministerial approval for the proposed lease.
- Confirming proposed insurance provisions with the Shire's insurers.
- Finalisation of the Draft Lease, noting that the Shire has engaged McLeods Lawyers to Draft a lease agreement and is currently awaiting Mineral Resources feedback on that draft lease.

## CONSULTATION

As outlined above and in the attachment, comments/submissions were received from two (2) individuals/organisations on this proposal.

## STATUTORY ENVIRONMENT

The lease of the land is considered as a 'disposition' under the *Local Government Act 1995 -Section 3.58 Disposing of Property* that details the process governing disposition via private treaty.

## POLICY IMPLICATIONS

Nil

## FINANCIAL IMPLICATIONS

Historically the Kambalda Airport has operated at an operating loss with costs exceeding revenues. In more recent times the airports operating revenues have been exceeding operating costs as passenger and flight movement numbers have increased. While the operating position is positive, financing costs in the form of loan repayments for previous works that have been undertaken at the facility mean that total revenues for the facility do not cover total costs.

The financial implications of this proposed transaction were outlined in the June 2024 Council report and are described in more detail in the Business Plan that was advertised. In summary, the proposal:

- Eliminates financial risks (both operational and capital) of operating the Kambalda Airport during the lease term
- Commits the Lessee to spending a minimum of \$30M on the Shire's airport asset with no contributions being required by the Shire.
- Guarantees a fixed revenue stream to the Shire through an Annual lease fee and a variable income stream through the collection of a fee per passenger that utilised the Airport (excluding passengers from the Lessee)

## STRATEGIC IMPLICATIONS

The Shire's Vision is for "A *connected, progressive & welcoming community*" One of the aspirations listed in the Shires Strategic Community Plan is to establish a **thriving local economy**.

This proposed transaction will significantly assist in achieving the Shire's Plan for the Future as it directly aligns with the following strategies listed within that Plan:

### **A thriving local economy**

Encouraging and attracting new investment and advocating for local employment

Supporting local businesses in the Shire

Supporting and encouraging mining and processing industries

The additional revenues obtained through this proposed lease agreement will provide resources to assist in the achievement of goals and deliver of strategies listed in Council endorsed plans.

**ATTACHMENTS**

1. Public Submission - Wyloo Minerals
2. Public Submission - Jan McLeod
3. Market Valuation for Leased Land

**VOTING REQUIREMENT**

Simple Majority

**OFFICER RECOMMENDATION**

That Council: -

1. In accordance with S3.58 of the Local Government Act, notes the two (2) public submissions that have been received in relation to the proposed lease of the Kambalda Airport to Mineral Resources via private treaty arrangement.
  
2. In accordance with S3.58 of the Local Government Act, resolves to proceed with negotiations with Mineral Resources for the proposed lease of the Kambalda Airport on the basis that the proposed transaction aligns with the Shire's Plan for the Future and represents a good commercial outcome for the Shire.
  
3. Requests that the Acting Chief executive Officer presents the final draft of the proposed lease of the Kambalda Airport to Council for consideration and approval prior to the document being signed/executed.



**12.1.6 LOAN REFINANCING**

**Location:** Shire of Coolgardie  
**Applicant:** Mr Aaron Cook Acting Chief Executive Officer  
**Disclosure of Interest:** Nil  
**Date:** 12 December 2024  
**Author:** Aaron Cook, Acting Chief Executive Officer

**SUMMARY**

This item is presented for Council to authorise the Acting Chief Executive Officer to proceed with re-financing of the outstanding loans with the Commonwealth Bank of Australia (CBA) and the ANZ.

**BACKGROUND**

As per many conversations held with the Elected Members the shire of Coolgardie is working through a range of issues currently and one of which is the ability to reduce the amount of fixed expenditure that is being paid on a monthly basis due to the aggressive nature of the loans schedules that Council currently has in place.

**COMMENT**

The author has been in communication with the CBA and the ANZ in regard to refinancing of the existing loans to more favourable durations and interest rates.

In discussions with the CBA it has been discussed that the Loans be re-financed out to a 10 year loan with the first three years being interest only. The discussion with the ANZ has not progressed to this level and whilst they are happy to discuss re-financing it is expected that the terms will be different to the CBA.

Current Loan Schedule:

| Bank        | Outstanding Amount | Duration  | Interest Rate % | Proposed End Date | New |
|-------------|--------------------|-----------|-----------------|-------------------|-----|
| CBA 3102973 | \$1.813 Mill       | Till 2028 | 5.5-6%          | 2035              |     |
| CBA 3103171 | \$5,414 Mill       | Till 2028 | 5.5-6%          | 2035              |     |
| CBA 3102647 | \$779,163          | Till 2028 | 5.5-6%          | 2035              |     |
| CBA 3102646 | \$339,216          | Till 2028 | 5.5-6%          | 2035              |     |
| ANZ 30795   | \$5,376,000        | Till 2028 | 5.5-6%          | 2032              |     |
| ANZ 30796   | \$1,578,000        | Till 2027 | 5.5-6%          | 2032              |     |
| ANZ 41002   | \$2,083,000.       | Till 2029 | 5.5-6%          | 2032              |     |

There are a number of loans that are not being proposed to be re-financed to the small nature of the remaining loan.

The total impact of the restructure is based on the premise that there will not be a major change in the interest payment on the loans but rather the reduction to the repayments as the loans are being extended in time and the first three years interest only payments on these 4 CBA loans. These impacts will generate approximately \$200,000 - \$240,000 per month to additional cost recovery to the Shire prior to re-entering the Principle and Interest later sections of the loans.

It should be noted that should the author be able to refinance the ANZ loans as well this will be a further reduction in fixed costs to Council. To note there are \$9.2 Million in loans to the ANZ that will be looked upon to re-finance. An estimate as to the potential cash flow savings has not been projected as the author has not been advised as to what the ANZ are willing to consider.

Due to the nature of the re-financing it is proposed to authorise the Acting Chief Executive Officer to progress to finalise the re-financing of the four CBA loans and the key three ANZ loans. It is noted that the loan amounts are not to be increased but rather only refinance to obtain a better interest rate where possible and extend the duration of the loan facilities.

## CONSULTATION

There is no requirement to advertise the loan re-financing as these are not new loan facilities being draw on increasing Councils debt.

## STATUTORY ENVIRONMENT

### Local Government Act 1995

#### 6.20. Power to borrow

- (1) Subject to this Act, a local government may —
  - (a) borrow or re-borrow money; or
  - (b) obtain credit; or
  - (c) arrange for financial accommodation to be extended to the local government in ways additional to or other than borrowing money or obtaining credit,

to enable the local government to perform the functions and exercise the powers conferred on it under this Act or any other written law.

- (2) Where, in any financial year, a local government proposes to exercise a power under subsection (1) (**power to borrow**) and details of that proposal have not been included in the annual budget for that financial year —
  - (a) unless the proposal is of a prescribed kind, the local government must give one month's local public notice of the proposal; and
  - (b) the resolution to exercise that power is to be by absolute majority.

### Local Government (Financial Management) Regulations 1996

#### 20. When local public notice not required for exercise of power to borrow (Act s. 6.20(2)(a))

- (1) A local government is not required to give local public notice of a proposal to exercise a power to borrow when the power is to be exercised to re-finance a loan or to continue other financial accommodation (whether with the same or another bank or financial institution) except where the re-financing or continuation is a major variation.

## POLICY IMPLICATIONS

Nil

## FINANCIAL IMPLICATIONS

As is described above through re-financing the Loans with the CBA will achieve a cash positive result to the Shire to the amount between \$200,000 and \$240,000 per month. Should the author be successful in refinancing the key ANZ loans this would have an additional benefit to the positive cash flow of the Shire.

These funds during the first three year period need to be actively banked to build a positive cash position after repaying the outstanding debtors and the Over Draft facilities currently in position.

**STRATEGIC IMPLICATIONS****Accountable and effective leaders**

Demonstrating sound financial management and plans for the Shire's long term financial sustainability

**ATTACHMENTS**

1. **DRAFT - Shire of Coolgridie Long Term Financial Plan - Confidential**

**VOTING REQUIREMENT**

Simple Majority

**OFFICER RECOMMENDATION**

**That the Acting Chief Executive Officer be authorised to execute the refinancing of the Commonwealth Bank of Australia Loans: CBA 3102973, 3103171, 3102647 and 3102646 and the ANZ Bank loans 30795, 30796, 41002 for the duration and interest rates only.**

**12.1.7 RFT 05/2024 - GENERAL ROAD CONSTRUCTION PROGRAM WORKS PANEL**

**Location:** Shire of Coolgardie  
**Applicant:** NIL  
**Disclosure of Interest:** NIL  
**Date:** 10<sup>th</sup> December 2024  
**Author:** Celia Jordaan, Consultant

**SUMMARY**

That Council award Tender 05/2024 provision for the provision of General Road Construction Program Works on a project per project basis to the Shire of Coolgardie on an as and when required basis for a period of three years with the option to extend the contract for a further two year period at the sole discretion of the Shire to the following contractors as part of the General Road Construction Program Works Panel as listed below:

- a. Egan Civil Pty Ltd t/a Castle Civil;
- b. Dowsing Group Pty Ltd;
- c. Fulton Hogan Industries Pty Ltd;
- d. Lambron Contracting Pty Ltd;
- e. Monarch Ventures Pty Ltd t/a Monarch Civil Ventures;
- f. The trustee for Down South Timber Company Unit Trust t/a MC Civil Contractors;
- g. Versatile Plant Hire and Contracting Pty Ltd

**BACKGROUND**

The Shire of Coolgardie issued a Request for Tender for the General Road Construction Program Works on a project per project basis to the Shire of Coolgardie on an as and when required basis as set out in the tendered scope.

The RFT was advertised on 10 September 2024 via Tenderlink, Shire website, Kalgoorlie Miner and West Australian with submissions closing at 3pm (WST) on Tuesday, 8 October 2024. The RFT did not include a mandatory site visit.

**COMMENT**

The Shire requires services of suitably qualified and experienced suppliers to provide General Road Construction Program Works on a project per project basis to the Shire of Coolgardie on an as and when required basis as set out in the RFT Scope of Works as included in the RFT.

The scope of works include the provision on an as and when required basis:

- a. Supply and/or deliver gravel and/or road base to various locations in and around the town sites of Coolgardie and Kambalda;
- b. Road repairs, maintenance and upgrades;
- c. General road construction works;
- d. Related support for maintenance, upgrade and/or new works;
- e. Miscellaneous requirements with respect to its annual road works program.

Road design would generally be managed by the Shire.

Each successful Tenderer will be engaged by the Shire for a period of three years with the option to extend the contract for a further two-year period at the sole discretion of the Shire.

The services to be provided by each successful Tenderer will be provided as and when required by the Shire under a purchase order at the tendered rates in accordance with the terms and conditions of the contract.

Given the potential complexity in the design, set up, management and completion of individual projects, it is recommended to manage projects under this panel on the following basis on a project per project basis:

- a. The Shire will set the scope for the required project/requirement, including the design and pricing schedules as required;
- b. The Shire will request quotes from Panel members with the appropriate skills and experience required for the road project;
- c. Quotes received will be assessed on a value for money basis;
- d. The CEO will have authority to approve, reject and/or finalise negotiations for any projects with a total project value of less than \$250,000 excl. GST;
- e. For projects with a total project value over \$250,000 excl. GST, a detailed recommendation will be prepared for Council's review and approval.

The following 10 organisations submitted tender offers (in no particular order) as indicated below:

- a. Egan Civil Pty Ltd t/a Castle Civil
- b. Conplant Pty Ltd
- c. Dowsing Group Pty Ltd
- d. Fulton Hogan Industries Pty Ltd
- e. Goldline WA Pty Ltd
- f. Lambron Contracting Pty Ltd
- g. Milcharm Pty Ltd
- h. Monarch Ventures Pty Ltd t/a Monarch Civil Ventures
- i. The trustee for Down South Timber Company Unit Trust t/a MC Civil Contractors
- j. Versatile Plant Hire & Contracting Pty Ltd

The tenders were assessed against meeting the requirements with respect to compliance, qualitative and pricing criteria. The detailed outcome of the assessment completed, is set out below and included in the related documentation as provided with the Tender Assessment Workbook.

The process and outcome of the tender assessment completed, is as detailed in the Tender Assessment Workbook.

In terms of the evaluation of the RFT, the RFT evaluation was broken down into the following main stages, including the progression of the assessment:

- a. Stage 1: Non-compliance with stage 1 – no non-compliances;
- b. Stage 2: Compliance criteria – no material deficiencies;
- c. Stage 3: Acceptable Qualitative review and achieving a combined minimum total weighted score of 48% out of 80% for the Demonstrated Experience and Key Resources criteria;
- d. Stage 4: Schedule of rates review.

The selection criteria and weighting for the RFT was as follows:

| No           | Selection Criteria      | Weighting   |
|--------------|-------------------------|-------------|
| 1.           | Demonstrated Experience | 50%         |
| 2.           | Key Resources           | 30%         |
| 3.           | Pricing                 | 20%         |
| <b>Total</b> |                         | <b>100%</b> |

The outcome of the qualitative assessment is as follows:

| No | Contractor Organisation Name  | Pro Rata Weighted Total Score Out of 100% |
|----|---|---|
| 1  | Egan Civil Pty Ltd t/a Castle Civil   | 62%                                       |
| 2  | Conplant Pty Ltd  | No Pricing Assessment Completed           |
| 3  | Dowsing Group Pty Ltd   | 64.3%                                     |
| 4  | Fulton Hogan Industries Pty Ltd   | 74%                                       |
| 5  | Goldline WA Pty Ltd   | No Pricing Assessment Completed           |
| 6  | Lambron Contracting Pty Ltd   | 63%                                       |
| 7  | Milcharm Pty Ltd  | No Pricing Assessment Completed           |
| 8  | Monarch Ventures Pty Ltd t/a Monarch Civil Ventures                           | 74.7%                                     |
| 9  | The trustee for Down South Timber Company Unit Trust t/a MC Civil Contractors | 74%                                       |
| 10 | Versatile Plant Hire & Contracting Pty Ltd                                    | 71%                                       |

Given that the General Road Construction Program Works will be quoted in detail on a project per project basis, the tender evaluation was completed and assessed with the following requirements:

- a. Respondents needed to achieve a minimum of 48% for the total weighted scoring of the demonstrated experience and key resources criteria – any respondents that did not meet the minimum combined score of 48% (i.e. the equivalent of 60% of the total qualitative scoring total of 80%) would not be taken through to the pricing evaluation. Therefore no further assessment was completed for Conplant Pty Ltd, Goldline WA Pty Ltd and Milcharm Pty Ltd;
- b. In order to be recommended for tender award, any respondents not meeting a minimum total score for all of the weighted criteria (sum total of qualitative and pricing assessment) of 60% would not be recommended for tender award as it was assessed not to deliver value for money for the Shire. All remaining respondents attained a combined weighted score of 60% and above.
- c. All remaining respondents (as set out above) were recommended for tender award and inclusion on the panel.

It is therefore recommended to add the following organisations as panel members on the Project Capability Support Services Panel:

- a. Egan Civil Pty Ltd t/a Castle Civil;
- b. Dowsing Group Pty Ltd;
- c. Fulton Hogan Industries Pty Ltd;
- d. Lambron Contracting Pty Ltd;

- e. Monarch Ventures Pty Ltd t/a Monarch Civil Ventures;
- f. The trustee for Down South Timber Company Unit Trust t/a MC Civil Contractors;
- g. Versatile Plant Hire & Contracting Pty Ltd.

## CONSULTATION

Bec Horan, Director Governance and Administration

Laura Dwyer, Director Community and Development

## STATUTORY ENVIRONMENT

*Local Government Act 1995, Section 3.57 – Tenders for providing goods and services*

## POLICY IMPLICATIONS

NIL

## FINANCIAL IMPLICATIONS

The funds for any services to be provided, will be included in approved budgets for the specific services required.

## STRATEGIC IMPLICATIONS

### A thriving local economy

Encouraging and attracting new investment and advocating for local employment

### Accountable and effective leaders

High quality corporate governance, accountability and compliance

## ATTACHMENTS

1. RFT 05-2024 - General Road Construction Program Works Panel - Confidential

## VOTING REQUIREMENT

Absolute Majority

## OFFICER RECOMMENDATION

That Council: -

### Egan Civil Pty Ltd t/a Castle Civil

1. **ACCEPT** the tender submitted by Egan Civil Pty Ltd t/a Castle Civil ABN 37 154 616 350 for:
  - a. the provision of as and when required general road construction works on a panel basis as set out in the RFT;
  - b. On the basis as set out in the tender on the basis of the schedule of rates offered in the Respondent's tender offer and in accordance with the requirements for detailed pricing assessment and approval on a project per project basis on a panel basis;
  - c. For the period of three years with the option to extend the contract for a further two year period at the sole discretion of the Shire;
2. **DELEGATE** authority to the Chief Executive Officer to enter into negotiations and finalise the contract with Egan Civil Pty Ltd t/a Castle Civil for:

- a. the provision of as and when required general road construction works on a panel basis as set out in the RFT;
  - b. On the basis as set out in the tender on the basis of the schedule of rates offered in the Respondent's tender offer and in accordance with the requirements for detailed pricing assessment and approval on a project per project basis on a panel basis;
  - c. For the period of three years with the option to extend the contract for a further two year period at the sole discretion of the Shire;
3. AUTHORISE the Shire President and CEO to sign and affix the Common Seal on the required documents.

#### Dowsing Group Pty Ltd

1. ACCEPT the tender submitted by Dowsing Group Pty Ltd ABN 60 617 211 935 for:
  - a. the provision of as and when required general road construction works on a panel basis as set out in the RFT;
  - b. On the basis as set out in the tender on the basis of the schedule of rates offered in the Respondent's tender offer and in accordance with the requirements for detailed pricing assessment and approval on a project per project basis on a panel basis;
  - c. For the period of three years with the option to extend the contract for a further two year period at the sole discretion of the Shire;
2. DELEGATE authority to the Chief Executive Officer to enter into negotiations and finalise the contract with Dowsing Group Pty Ltd for:
  - a. the provision of as and when required general road construction works on a panel basis as set out in the RFT;
  - b. On the basis as set out in the tender on the basis of the schedule of rates offered in the Respondent's tender offer and in accordance with the requirements for detailed pricing assessment and approval on a project per project basis on a panel basis;
  - c. For the period of three years with the option to extend the contract for a further two year period at the sole discretion of the Shire;
3. Authorise the Shire President and CEO to sign and affix the Common Seal on the required documents.

#### Fulton Hogan Industries Pty Ltd

1. ACCEPT the tender submitted by Fulton Hogan Industries Pty Ltd ABN 54 000 538 689 for:
  - a. the provision of as and when required general road construction works on a panel basis as set out in the RFT;
  - b. On the basis as set out in the tender on the basis of the schedule of rates offered in the Respondent's tender offer and in accordance with the requirements for detailed pricing assessment and approval on a project per project basis on a panel basis;
  - c. For the period of three years with the option to extend the contract for a further two year period at the sole discretion of the Shire;
2. DELEGATE authority to the Chief Executive Officer to enter into negotiations and finalise the contract with Fulton Hogan Industries Pty Ltd for:
  - a. the provision of as and when required general road construction works on a panel basis as set out in the RFT;



- b. On the basis as set out in the tender on the basis of the schedule of rates offered in the Respondent's tender offer and in accordance with the requirements for detailed pricing assessment and approval on a project per project basis on a panel basis;
    - c. For the period of three years with the option to extend the contract for a further two year period at the sole discretion of the Shire;
  3. AUTHORISE the Shire President and CEO to sign and affix the Common Seal on the required documents.

#### Lambron Contracting Pty Ltd

1. ACCEPT the tender submitted by Lambron Contracting Pty Ltd ABN 52 115 440 367 for:
  - a. the provision of as and when required general road construction works on a panel basis as set out in the RFT;
  - b. On the basis as set out in the tender on the basis of the schedule of rates offered in the Respondent's tender offer and in accordance with the requirements for detailed pricing assessment and approval on a project per project basis on a panel basis;
  - c. For the period of three years with the option to extend the contract for a further two year period at the sole discretion of the Shire;
2. DELEGATE authority to the Chief Executive Officer to enter into negotiations and finalise the contract with Lambron Contracting Pty Ltd for:
  - a. the provision of as and when required general road construction works on a panel basis as set out in the RFT;
  - b. On the basis as set out in the tender on the basis of the schedule of rates offered in the Respondent's tender offer and in accordance with the requirements for detailed pricing assessment and approval on a project per project basis on a panel basis;
  - c. For the period of three years with the option to extend the contract for a further two year period at the sole discretion of the Shire;
3. AUTHORISE the Shire President and CEO to sign and affix the Common Seal on the required documents.

#### Monarch Ventures Pty Ltd t/a Monarch Civil Ventures

1. ACCEPT the tender submitted by Monarch Ventures Pty Ltd t/a Monarch Civil Ventures ABN 36 137 920 631 for:
  - a. the provision of as and when required general road construction works on a panel basis as set out in the RFT;
  - b. On the basis as set out in the tender on the basis of the schedule of rates offered in the Respondent's tender offer and in accordance with the requirements for detailed pricing assessment and approval on a project per project basis on a panel basis;
  - c. For the period of three years with the option to extend the contract for a further two year period at the sole discretion of the Shire;
2. DELEGATE authority to the Chief Executive Officer to enter into negotiations and finalise the contract with Monarch Ventures Pty Ltd t/a Monarch Civil Ventures for:
  - a. the provision of as and when required general road construction works on a panel basis as set out in the RFT;
  - b. On the basis as set out in the tender on the basis of the schedule of rates offered in the Respondent's tender offer and in accordance with the requirements for detailed pricing assessment and approval on a project per project basis on a panel basis;

- c. For the period of three years with the option to extend the contract for a further two year period at the sole discretion of the Shire;
3. AUTHORISE the Shire President and CEO to sign and affix the Common Seal on the required documents.

**The trustee for Down South Timber Company Unit Trust t/a MC Civil Contractors**

1. ACCEPT the tender submitted by The trustee for Down South Timber Company Unit Trust t/a MC Civil Contractors ABN 42 860 665 389 for:
  - a. the provision of as and when required general road construction works on a panel basis as set out in the RFT;
  - b. On the basis as set out in the tender on the basis of the schedule of rates offered in the Respondent's tender offer and in accordance with the requirements for detailed pricing assessment and approval on a project per project basis on a panel basis;
  - c. For the period of three years with the option to extend the contract for a further two year period at the sole discretion of the Shire;
2. DELEGATE authority to the Chief Executive Officer to enter into negotiations and finalise the contract with The trustee for Down South Timber Company Unit Trust t/a MC Civil Contractors for:
  - a. the provision of as and when required general road construction works on a panel basis as set out in the RFT;
  - b. On the basis as set out in the tender on the basis of the schedule of rates offered in the Respondent's tender offer and in accordance with the requirements for detailed pricing assessment and approval on a project per project basis on a panel basis;
  - c. For the period of three years with the option to extend the contract for a further two year period at the sole discretion of the Shire;
3. AUTHORISE the Shire President and CEO to sign and affix the Common Seal on the required documents.

**Versatile Plant Hire & Contracting Pty Ltd**

1. ACCEPT the tender submitted by Versatile Plant Hire & Contracting Pty Ltd ABN 99 607 017 498 for:
  - a. the provision of as and when required general road construction works on a panel basis as set out in the RFT;
  - b. On the basis as set out in the tender on the basis of the schedule of rates offered in the Respondent's tender offer and in accordance with the requirements for detailed pricing assessment and approval on a project per project basis on a panel basis;
  - c. For the period of three years with the option to extend the contract for a further two year period at the sole discretion of the Shire;
2. DELEGATE authority to the Chief Executive Officer to enter into negotiations and finalise the contract with Versatile Plant Hire & Contracting Pty Ltd for:
  - a. the provision of as and when required general road construction works on a panel basis as set out in the RFT;
  - b. On the basis as set out in the tender on the basis of the schedule of rates offered in the Respondent's tender offer and in accordance with the requirements for detailed pricing assessment and approval on a project per project basis on a panel basis;
  - c. For the period of three years with the option to extend the contract for a further two year period at the sole discretion of the Shire;

3. AUTHORISE the Shire President and CEO to sign and affix the Common Seal on the required documents.

#### Management of General Road Works Program Projects

1. APPROVE the following process for managing general road works projects under the panel on a project per project basis:
  - a. The Shire will set the scope for the required project/requirement, including the design and pricing schedules as required;
  - b. The Shire will request quotes from Panel members with the appropriate and relevant skills and experience required for the specific project;
  - c. Quotes received will be assessed on a value for money basis;
  - d. The CEO will have authority to approve, reject and/or finalise negotiations for any projects with a total project value of less than \$250,000 excl. GST;
  - e. For projects with a total project value over \$250,000 excl. GST, a detailed recommendation will be prepared for Council's review and approval;
  - f. All projects awarded will be done under the terms and conditions as included in this tender award.

**12.1.8 RFT 08/2024 - LOCAL GOVERNMENT SERVICES PANEL**

**Location:** Coolgardie  
**Applicant:** NIL  
**Disclosure of Interest:** NIL  
**Date:** 10<sup>th</sup> December 2024  
**Author:** Celia Jordaan, Consultant

**SUMMARY**

That Council award Tender 08/2024 Local Government Services Panel for the provision of the local government service categories on the schedule of rates offered in the Respondents' tender offer for a period of three years with the option to extend the contract for a further two year period at the sole discretion of the Shire to the following consultants as part of the refreshed Local Government Services Panel for the categories as listed below:

| No | Consultant Name  | Organisation | Panel Categories for Tender Award                                  |                             |
|----|--|--------------|--|-----------------------------|
|    |  |              | Strategic and Statutory Land Use Planning and Development Services | Engineering Design Services |
| 1  | Elite Engineering Group Pty Ltd  |              | Yes  | Yes                         |
| 2  | Halsall & Associates Pty Ltd ATF Halsall & Associates Trust            |              | Yes  | N/A                         |
| 3  | Ingenua Pty Ltd  |              | Yes  | Yes                         |
| 4  | Jana Joubert T/A Jointly Planning                                      |              | Yes  | N/A                         |
| 5  | Niche Planning Studio Pty Ltd ATF The Niche Planning Studio Unit Trust |              | Yes  | N/A                         |
| 6  | Talis Consultants Pty Ltd ATF Talis Unit Trust                         |              | N/A  | Yes                         |
| 7  | WML Consultants Pty Ltd  |              | N/A  | Yes                         |

**BACKGROUND**

The Shire of Coolgardie issued a Request for Tender for Local Government Services Panel for the as and when required provision of Strategic and Statutory Land Use Planning and Development Services and Engineering Design Services.

The RFT was advertised on 7 October 2024 via Tenderlink, Shire website, Kalgoorlie Miner and West Australian with submissions closing at 3pm (WST) on Wednesday, 16 October 2024. The RFT did not include a mandatory site visit.

The RFT was a panel refresh only.

**COMMENT**

The Shire requires services of suitably qualified and experienced suppliers to provide local government services on an as and when required basis as part of a panel of suppliers as set out in the specification included in the RFT.

The scope of the tender was for the refresh of a panel of providers, covering the following service categories:

1. Strategic and Statutory Land Use Planning and Development Services; and
2. Engineering Design Services.

Each successful Tenderer will be engaged by the Shire for a period of three years with the option to extend the contract for a further two year period at the sole discretion of the Shire.

The services to be provided by each successful Tenderer will be provided as and when required by the Shire under a purchase order at the tendered rates in accordance with the terms and conditions of the contract.

The following 16 organisations submitted tender offers for the local government services as set out in the RFT (in no particular order) as Indicated below:

| No | Tenderer   | Categories Offered   |                             |
|----|--|--|-----------------------------|
|    |  | Strategic and Statutory Land Use Planning and Development Services | Engineering Design Services |
| 1  | AIE Engineering And Construction Management Pty Ltd                    | No   | Yes                         |
| 2  | Altus Group Consulting Pty Ltd   | No   | Yes                         |
| 3  | Elite Compliance Group Pty Ltd   | Yes  | Yes                         |
| 4  | Engeny Australia Pty Ltd   | No   | Yes                         |
| 5  | Floth Pty Limited As Trustee For George Floth Unit Trust               | No   | Yes                         |
| 6  | Halsall & Associates Pty Ltd ATF Halsall & Associates Trust            | Yes  | No                          |
| 7  | Hames Sharley (WA) Pty Ltd   | Yes  | No                          |
| 8  | Ingenua Pty Ltd  | Yes  | Yes                         |
| 9  | JJ Ryan Consulting Pty Ltd   | Yes  | Yes                         |
| 10 | Jana Joubert T/A Jointly Planning                                      | Yes  | No                          |
| 11 | LK Advisory Pty Ltd  | Yes  | No                          |
| 12 | MBMPL Pty Ltd  | No   | Yes                         |
| 13 | Niche Planning Studio Pty Ltd ATF The Niche Planning Studio Unit Trust | Yes  | No                          |
| 14 | SMEC Australia Pty Ltd   | No   | Yes                         |
| 15 | Talis Consultants Pty Ltd ATF Talis Unit Trust                         | No   | Yes                         |
| 16 | WML Consultants Pty Ltd  | No   | Yes                         |

The tenders were assessed against meeting the requirements with respect to compliance, qualitative criteria and pricing criteria. The detailed outcome of the assessment completed, is set out below and included in the related documentation as provided with the Tender Assessment Workbook.

The process and outcome of the tender assessment completed, is as detailed in the Tender Assessment Workbook.

In terms of the evaluation of the RFT, the RFT evaluation was broken down into the following main stages, including the progression of the assessment:

- a. Stage 1: Non-compliance with stage 1 – no option to proceed;
- b. Stage 2: Compliance criteria – no material deficiencies;
- c. Stage 3: Acceptable Qualitative review, including pricing;
- d. Stage 4: Schedule of rates review.

It was noted that the tender received from LK Advisory Pty Ltd was non-compliant and thus was progressed through to stages 3 and 4.

The selection criteria and weighting for the RFT was as follows:

| QUALITATIVE CRITERIA | WEIGHTING |
|----------------------|-----------|
| Relevant Experience  | 50%       |
| Key Personnel        | 30%       |
| Pricing              | 30%       |

The outcome of the qualitative assessment is set out below. The panel assessed that the following organisations demonstrated delivering value for money to the Shire and it is recommended to add the organisations as indicated below as panel members to the local government services panel:

| No | Tenderer   | Total Weighted Score | Recommended for Award  |
|----|--|----------------------|--|
| 1  | AIE Engineering And Construction Management Pty Ltd                    | 49%                  | No   |
| 2  | Altus Group Consulting Pty Ltd   | 54%                  | No   |
| 3  | Elite Compliance   | 60%                  | Yes<br>a. Strategic and Statutory Land Use Planning and Development Services<br>b. Engineering Design Services |
| 4  | Engeny Australia Pty Ltd   | 55%                  | No   |
| 5  | Floth Pty Limited As Trustee For George Floth Unit Trust               | 57%                  | No   |
| 6  | Halsall & Associates Pty Ltd ATF Halsall & Associates Trust            | 62%                  | Yes<br>a. Strategic and Statutory Land Use Planning and Development Services                                   |
| 7  | Hames Sharley (WA) Pty Ltd   | 54%                  | No   |
| 8  | Ingenua Pty Ltd  | 65%                  | Yes<br>a. Strategic and Statutory Land Use Planning and Development Services<br>b. Engineering Design Services |
| 9  | JJ Ryan Consulting Pty Ltd   | 46%                  | No   |
| 10 | Jana Joubert T/A Jointly Planning                                      | 68%                  | Yes<br>a. Strategic and Statutory Land Use Planning and Development Services                                   |
| 11 | MBMPL Pty Ltd  | 53%                  | No   |
| 12 | Niche Planning Studio Pty Ltd ATF The Niche Planning Studio Unit Trust | 66%                  | Yes<br>a. Strategic and Statutory Land Use Planning and Development Services                                   |
| 13 | SMEC Australia Pty Ltd   | 53%                  | No   |
| 14 | Talis Consultants Pty Ltd ATF Talis Unit Trust                         | 70%                  | Yes<br>a. Engineering Design Services  |
| 15 | WML Consultants Pty Ltd  | 76%                  | Yes<br>a. Engineering Design Services  |

**CONSULTATION**

Bec Horan, Director Governance and Administration

**STATUTORY ENVIRONMENT**

*Local Government Act 1995, Section 3.57 - Tenders for providing goods or services*

**POLICY IMPLICATIONS**

Council purchasing policy will still be required to be met.

**FINANCIAL IMPLICATIONS**

The funds for any services to be provided, will be included in approved budgets for the specific services required.

**STRATEGIC IMPLICATIONS****A thriving local economy**

Encouraging and attracting new investment and advocating for local employment

**Accountable and effective leaders**

High quality corporate governance, accountability and compliance

**ATTACHMENTS**

1. **RFT 08-2024 - Local Government Services Panel - Tender Assessment Workbook - Confidential**

**VOTING REQUIREMENT**

Simple Majority

**OFFICER RECOMMENDATION**

That Council:-

**Elite Engineering Group Pty Ltd**

1. **ACCEPT** the tender submitted by Elite Engineering Group Pty Ltd ABN 91 607 659 825 for the provision of local government services for the categories as listed below and on the schedule of rates offered in the Respondent's tender offer for a period of three years with the option to extend the contract for a further two year period at the sole discretion of the Shire:
  - a. **Strategic and Statutory Land Use Planning and Development Services;**
  - b. **Engineering Design Services;**
2. **DELEGATE** authority to the Chief Executive Officer to enter into negotiations and finalise the contract with Elite Engineering Group Pty Ltd ABN 91 607 659 825 for the provision of local government services for the categories as listed below and on the schedule of rates offered in the Respondent's tender offer for a period of three years with the option to extend the contract for a further two year period at the sole discretion of the Shire:
  - a. **Strategic and Statutory Land Use Planning and Development Services;**
  - b. **Engineering Design Services;**
3. **AUTHORISE** the Shire President and CEO to sign and affix the Common Seal on the required documents.

**Halsall & Associates Pty Ltd ATF Halsall & Associates Trust**

1. **ACCEPT** the tender submitted by Halsall & Associates Pty Ltd ATF Halsall & Associates Trust ABN 56 677 081 593 for the provision of local government services for the categories as listed below and on the schedule of rates offered in the Respondent's tender offer for a period of three years with the option to extend the contract for a further two year period at the sole discretion of the Shire:
  - a. Strategic and Statutory Land Use Planning and Development Services;
2. **DELEGATE** authority to the Chief Executive Officer to enter into negotiations and finalise the contract with Halsall & Associates Pty Ltd ATF Halsall & Associates Trust ABN 56 677 081 593 for the provision of local government services for the categories as listed below and on the schedule of rates offered in the Respondent's tender offer for a period of three years with the option to extend the contract for a further two year period at the sole discretion of the Shire:
  - a. Strategic and Statutory Land Use Planning and Development Services;
3. **AUTHORISE** the Shire President and CEO to sign and affix the Common Seal on the required documents.

**Ingenua Pty Ltd**

1. **ACCEPT** the tender submitted by Ingenua Pty Ltd ABN 36 672 845 975 for the provision of local government services for the categories as listed below and on the schedule of rates offered in the Respondent's tender offer for a period of three years with the option to extend the contract for a further two year period at the sole discretion of the Shire:
  - a. Strategic and Statutory Land Use Planning and Development Services;
  - b. Engineering Design Services;
2. **DELEGATE** authority to the Chief Executive Officer to enter into negotiations and finalise the contract with Ingenua Pty Ltd ABN 36 672 845 975 for the provision of local government services for the categories as listed below and on the schedule of rates offered in the Respondent's tender offer for a period of three years with the option to extend the contract for a further two year period at the sole discretion of the Shire:
  - a. Strategic and Statutory Land Use Planning and Development Services;
  - b. Engineering Design Services;
3. **AUTHORISE** the Shire President and CEO to sign and affix the Common Seal on the required documents.

**Jana Joubert T/A Jointly Planning (Sole trader)**

1. **ACCEPT** the tender submitted by Jana Joubert t/a Jointly Planning ABN 93 131 202 719 for the provision of local government services for the categories as listed below and on the schedule of rates offered in the Respondent's tender offer for a period of three years with the option to extend the contract for a further two year period at the sole discretion of the Shire:
  - a. Strategic and Statutory Land Use Planning and Development Services;
2. **DELEGATE** authority to the Chief Executive Officer to enter into negotiations and finalise the contract with Jana Joubert t/a Jointly Planning ABN 93 131 202 719 for the provision of local government services for the categories as listed below and on the schedule of rates offered in the Respondent's tender offer for a period of three years with the option to extend the contract for a further two year period at the sole discretion of the Shire:
  - a. Strategic and Statutory Land Use Planning and Development Services;
3. **AUTHORISE** the Shire President and CEO to sign and affix the Common Seal on the required documents.

**Niche Planning Studio Pty Ltd ATF The Niche Planning Studio Unit Trust**



1. **ACCEPT** the tender submitted by Niche Planning Studio Pty Ltd ATF The Niche Planning Studio Unit Trust ABN 35 334 392 034 for the provision of local government services for the categories as listed below and on the schedule of rates offered in the Respondent's tender offer for a period of three years with the option to extend the contract for a further two year period at the sole discretion of the Shire:
  - a. Strategic and Statutory Land Use Planning and Development Services;
2. **DELEGATE** authority to the Chief Executive Officer to enter into negotiations and finalise the contract with Niche Planning Studio Pty Ltd ATF The Niche Planning Studio Unit Trust ABN 35 334 392 034 for the provision of local government services for the categories as listed below and on the schedule of rates offered in the Respondent's tender offer for a period of three years with the option to extend the contract for a further two year period at the sole discretion of the Shire:
  - a. Strategic and Statutory Land Use Planning and Development Services;
3. **AUTHORISE** the Shire President and CEO to sign and affix the Common Seal on the required documents.

#### **Talis Consultants Pty Ltd ATF Talis Unit Trust**

1. **ACCEPT** the tender submitted by Talis Consultants Pty Ltd ATF Talis Unit Trust ABN 85 967 691 321 for the provision of local government services for the categories as listed below and on the schedule of rates offered in the Respondent's tender offer for a period of three years with the option to extend the contract for a further two year period at the sole discretion of the Shire:
  - a. Engineering Design Services;
2. **DELEGATE** authority to the Chief Executive Officer to enter into negotiations and finalise the contract with Talis Consultants Pty Ltd ATF Talis Unit Trust ABN 85 967 691 321 for the provision of local government services for the categories as listed below and on the schedule of rates offered in the Respondent's tender offer for a period of three years with the option to extend the contract for a further two year period at the sole discretion of the Shire:
  - a. Engineering Design Services;
3. **AUTHORISE** the Shire President to and CEO to sign affix the Common Seal on the required documents.

#### **WML Consultants Pty Ltd**

1. **ACCEPT** the tender submitted by WML Consultants Pty Ltd 36 092 471 531 for the provision of local government services for the categories as listed below and on the schedule of rates offered in the Respondent's tender offer for a period of three years with the option to extend the contract for a further two year period at the sole discretion of the Shire:
  - a. Engineering Design Services;
2. **DELEGATE** authority to the Chief Executive Officer to enter into negotiations and finalise the contract with WML Consultants Pty Ltd 36 092 471 531 for the provision of local government services for the categories as listed below and on the schedule of rates offered in the Respondent's tender offer for a period of three years with the option to extend the contract for a further two year period at the sole discretion of the Shire:
  - a. Engineering Design Services;
3. **AUTHORISE** the Shire President and CEO to sign and affix the Common Seal on the required documents.

**12.1.9 RFT 09/2024 - KAMBALDA AIRPORT AND GROUND HANDLING SERVICE**

**Location:** Kambalda  
**Applicant:** NIL  
**Disclosure of Interest:** NIL  
**Date:** 2 December 2024  
**Author:** Celia Jordaan, Consultant

**SUMMARY**

That Council award Tender 09/2024 to PhoenixOz Pty Ltd for the provision of ground handling services at the Kambalda Airport on the schedule of rates and per flight basis as offered in the PhoenixOz Pty Ltd's tender offer. This is for a period of two years with the option to extend the contract for a maximum of three further periods of one year each at the sole discretion of the Shire, with the inclusion of a 30-day termination period and option to assign/novate provision at any stage during the term of the contract at the sole discretion of the Shire.

**BACKGROUND**

The Shire of Coolgardie issued a Request for Tender Ground Handling Services at the Kambalda Airport.

The RFT was advertised 19 October 2024 via Tenderlink, Shire website, Kalgoorlie Miner and West Australian with submissions closing at 3pm (WST) on Wednesday, 20 November 2024.

**COMMENT**

The Shire of Coolgardie issued a Request for Tender for the provision of ground handling services at the Kambalda Airport on the schedule of rates and per flight basis for a period of two years with the option to extend the contract for a maximum of three further periods of one year each at the sole discretion of the Principal (RFT) as set out in the Specification included in the RFT.

The scope of works includes general ground handling requirements for inbound and outbound flights including:

- a. customer service functions (e.g. check in);
- b. ramp service functions (e.g. marshalling);
- c. general ground handling service requirements;
- d. reporting and documentation management.

The RFT noted in the Scope of Work that the Shire of Coolgardie is currently negotiating with Mineral Resources for a 21-year lease on the airport with a commitment to upgrade the airport to accommodate Airbus A319 and A320s. It was anticipated that the negotiations will be finalised, subject to Council approval, by end 2024/early 2025.

Should the transition be successful, Mineral Resources will be responsible for:

- a. Capital Upgrades
- b. Operations, including:
- c. Ground handling (to be confirmed), Aerodrome Reporting Officer functions and customer service including check-in operations; and
- d. All ongoing maintenance to meet compliance standards of the facility.

- e. 3rd Party Access;
- f. Reporting to the Shire.

The tender evaluation panel noted that at the time of completing the tender evaluation, Mineral Resources indicated that transition is sought for approx. March 2025.

The applicable contract terms are the Shire’s standard General Conditions of Contract used for all service and panel contracts.

As the discussions with Mineral Resources were not completed at the time of going to market the contract term was set as a period of two years with the option to extend the contract for a maximum of three further periods of one year each at the sole discretion of the Principal. The potential termination/transition to Mineral Resources was noted in the Scope of Works as included in the RFT.

The contract terms currently provide for a 60-calendar day termination by the Shire at any stage during the contract and does not allow for any assignment by the Contractor.

Given the potential transition to Mineral Resources, it is proposed to amend the termination period from 60 calendar days to 30 calendar days and also to provide provision for assignment / novation of the contract to Mineral Resources at the sole discretion of the Shire. The assignment/novation process would assist should Mineral Resources require to transition the PhoenixOz Pty Ltd, however does not place any obligation on either the Shire and/or Mineral Resources to assign or novate the agreement.

The proposed amendments have been clarified with PhoenixOz Pty Ltd (as the Respondent recommended for award) and were noted to be acceptable.

The following 2 (two) organisations submitted tender offers for the Kambalda Ground Handling Services RFT as set out in the RFT (in no particular order) as Indicated below:

- a. PhoenixOz Pty Ltd; and
- b. BT Mechanical & Hire Pty Ltd t/a BTM Hire.

The tenders were assessed against meeting the requirements with respect to compliance, qualitative criteria and pricing criteria. The detailed process and outcome of the assessment completed, is set out below and included in the related documentation as provided with the Tender Assessment Workbook.

In terms of the evaluation of the RFT, the RFT evaluation was broken down into the following main stages, including the progression of the assessment:

- a. Stage 1: Non-compliance with stage 1 – no option to proceed (not applicable)
- b. Stage 2: Compliance criteria – no material deficiencies;
- c. Stage 3: In order for tenderers to be taken through to stage 4, tenderers needed to demonstrate that it had the experience, capability and resources to complete the requirements of the RFT;
- d. Stage 4: Evaluation of pricing based on the elements included in the RFT.

The selection criteria and weighting for the RFT was as follows:

| <b>CRITERIA</b>         | <b>WEIGHTING</b> |
|-------------------------|------------------|
| Demonstrated Experience | 50%              |
| Key Resources           | 30%              |

| CRITERIA | WEIGHTING |
|----------|-----------|
| Pricing  | 20%       |

The following is noted from the tender assessment:

| No | Tenderer                                  | Comments  |
|----|---|---|
| 1  | PhoenixOz Pty Ltd                         | Compliant tender.<br>No issues and no conflict of interest noted.   |
| 2  | BT Mechanical & Hire Pty Ltd t/a BTM Hire | It was noted that the Respondent did not have a company WHSE management plan, policies and procedures in place but would work under the Shire's policies and procedures.<br>Not all of the requested information had been provided and there was an apparent lack of demonstrated experience in the area of ground handling services.<br>No conflict of interest noted. |

Summary scoring against selection criteria is as follows:

| SELECTION CRITERIA                        | PRO-RATA WEIGHTED SCORE |
|---|-------------------------|
|   | Total<br>(100%)         |
| PhoenixOz Pty Ltd                         | 79%                     |
| BT Mechanical & Hire Pty Ltd t/a BTM Hire | 23%                     |

## CONSULTATION

Bec Horan, Director of Governance and Administration, Coolgardie Shire

Kodi Sticklen, Operations, Coolgardie Shire

## STATUTORY ENVIRONMENT

*Local Government Act 1995, Section 3.57 – Tenders for providing goods and services*

## POLICY IMPLICATIONS

NIL

## FINANCIAL IMPLICATIONS

The funds for the services are allowed for in the 2024/2025 budget.

## STRATEGIC IMPLICATIONS

### A thriving local economy

Encouraging and attracting new investment and advocating for local employment

### Accountable and effective leaders

High quality corporate governance, accountability and compliance

**ATTACHMENTS**

1. RFT 09-2024 - Kambalda Aiport and Ground Handling Service - Confidential

**VOTING REQUIREMENT**

Absolute Majority

**OFFICER RECOMMENDATION**

That Council: -

1. **ACCEPT** the tender submitted by PhoenixOz Pty Ltd ABN 58 656 362 051 for:
  - a. the provision of as and when required Kambalda Airport ground handling services as set out in the RFT;
  - b. On the basis as set out in the tender on the basis of the schedule of rates provided for the scheduled as and when required Kambalda Airport ground handling services on a per flight basis and as required;
  - c. For a period of two years with the option to extend the contract for a maximum of three further periods of one year each at the sole discretion of the Principal, with the inclusion of a 30 day termination period and option to assign/novate provision at any stage during the term of the contract at the sole discretion of the Principal.
2. **DELEGATE** authority to the Chief Executive Officer to enter into negotiations and finalise the contract with PhoenixOz Pty Ltd ABN 58 656 362 051 for:
  - a. the provision of as and when required Kambalda Airport ground handling services as set out in the RFT;
  - b. On the basis as set out in the tender on the basis of the schedule of rates provided for the scheduled as and when required Kambalda Airport ground handling services on a per flight basis and as required;
  - c. For a period of two years with the option to extend the contract for a maximum of three further periods of one year each at the sole discretion of the Principal, with the inclusion of a 30 day termination period and option to assign/novate provision at any stage during the term of the contract at the sole discretion of the Principal.
3. **AUTHORISE** the Shire President and CEO to sign and affix the Common Seal on the required documents.

## 12.2 Operation Services

### 12.2.1 AMENDMENT OF FEES & CHARGES - HAULAGE CAMPAIGNS

|                         |  |
|-------------------------|--|
| Location:               | Nil  |
| Applicant:              | Nil  |
| Disclosure of Interest: | Nil  |
| Date:                   | 9 December 2024                                    |
| Author:                 | Laura Dwyer, Director of Community and Development |

#### SUMMARY

For Council to consider amendment to the 2024-2025 Fees and Charges to include charges for haulage campaign contributions.

#### BACKGROUND

Council Policy 3.09 Haulage Campaigns outlines charges for heavy vehicle cost recovery contributions under the following categories:

1. \$0.07 ( 7 cents Inc GST) as a capital contribution per tonne per kilometre travelled on Shire of Coolgardie Road Networks from the operator.
2. \$0.04 ( 4 cents Inc GST) as a maintenance Contribution per tonne per kilometre travelled on Shire of Coolgardie Road Networks from the operator.

The following thresholds apply to campaigns:

##### Long Term Campaign

*Where a cartage campaign exceeds 25,000 tonnes or 100 return trips in any annual period, or more than six return trips in any week or part thereof; the operator needs to apply to the Shire of Coolgardie for use of the Shire of Coolgardie road network. The decision on Long Term Campaigns will be made by the Council subject to an agreement between the Operator and the Shire.*

##### Short Term Campaign

*Where a cartage campaign does not exceed 25,000 tonnes or 100 return trips in any annual period, the operator needs to apply to the Shire of Coolgardie for use of the Shire of Coolgardie road network. The CEO has authority to deal with Short Term Campaigns.*

#### COMMENT

Currently no charges are listed in the Fees and Charges for contributions to the road networks through haulage campaigns. Providing for the afore mentioned rates in the Fees and Charges would allow for any parties notifying the Shire of intentions of haulage campaigns to be charged for contributions without further agreements unless negotiations are undertaken with mining operators.

In line with Council Policy 1.15 Execution of Documents, including these charges would allow the CEO or Executive to raise invoices for charges associated with haulage campaigns as a normal business requirement.

Local Governments are the road managers responsible for maintenance and repair of local road networks.

Provisions in the *Road Traffic (Administration) Act 2008*

s. 132

- (2) *Where it appears to the road authority that has functions in relation to the repair of road infrastructure that, having regard to the average expense of repairing road infrastructure in the vicinity, extraordinary expenses have been incurred by the road authority in repairing the road infrastructure because of damage caused by heavy traffic, the road authority may recover the amount of the expenses as may be proved to the satisfaction of the court to have been incurred by the road authority because of damage caused by heavy traffic.*
- (4) *A person against whom expenses are or may be recoverable under this section may enter into an agreement with the road authority for payment to it in respect of heavy traffic, and on making the payment as agreed the person is not to be subject to any proceedings under this section.*

Any amendment to Fees and Charges requires local public notice to be advised as per the *Local Government Act 1995 s.6.19. Local government to give notice of fees and charges -*

If a local government wishes to impose any fees or charges under this Subdivision after the annual budget has been adopted it must, before introducing the fees or charges, give local public notice of —

- (a) its intention to do so; and
- (b) the date from which it is proposed the fees or charges will be imposed.

Should Council resolve to include this amendment, advertising the changes for 21 days would provide opportunity for any submissions.

## **CONSULTATION**

Main Roads WA

## **STATUTORY ENVIRONMENT**

*Road Traffic (Administration) Act 2008*

*Local Government Act 1995*

*Part 6 Financial management*

*Division 5 Financing local government activities*

*s.6.16 (6)(3) – Imposition of fees and charges*

*s.6.19 – Local Government to give notice of fees and charges*

## **POLICY IMPLICATIONS**

1.15 Execution of Documents.

3.09 Haulage Campaigns

## **FINANCIAL IMPLICATIONS**

1. *\$0.07 ( 7 cents Inc GST) as a capital contribution per tonne per kilometre travelled on Shire of Coolgardie Road Networks from the operator.*
2. *\$0.04 ( 4 cents Inc GST) as a maintenance Contribution per tonne per kilometre travelled on Shire of Coolgardie Road Networks from the operator.*

**STRATEGIC IMPLICATIONS*****Effective management of infrastructure, heritage and environment****Maintaining and renewing infrastructure and building assets***ATTACHMENTS**

1. Policy 3.09 - Haulage Campaigns

**VOTING REQUIREMENT**

Absolute Majority

**OFFICER RECOMMENDATION**

That Council under the *Local Government Act 1995, Part 6 Financial Management, Division 5 Financing local government activities* that Council insert the following table into the Fees and Charges with the Public Notice providing for an adoption date being 20 January 2025:

| <b>HAULAGE CAMPAIGN CONTRIBUTIONS</b>   | <b>GST<br/>INC</b> |                  |
|---|--------------------|------------------|
| <b>Capital contribution per tonne per kilometre travelled on Shire of Coolgardie Road Networks from the operator.</b>     | <b>Y</b>           | <b>\$0.07/km</b> |
| <b>Maintenance Contribution per tonne per kilometre travelled on Shire of Coolgardie Road Networks from the operator.</b> | <b>Y</b>           | <b>\$0.04/km</b> |



**12.2.2 LIST OF PAYMENTS - NOVEMBER 2024**

**Location:** Nil  
**Applicant:** Nil  
**Disclosure of Interest:** Nil  
**Date:** 10 December 2024  
**Author:** Raj Subbiah, Finance Manager

**SUMMARY**

For Council to receive the list of accounts for November 2024.

**BACKGROUND**

*The Local Government (Financial Management) Regulations 1996, Regulation 13(3)(b)* requires that Council receive a list of accounts paid in the month, and that this be recorded in the minutes. Council has delegated to the Chief Executive Officer that authority to make these payments from Municipal and Trust Funds.

**COMMENT**

Presented in this item is a table of accounts (invoices) and includes that cheque (or EFT) identifier for the transaction, the entity, date, and amount paid, description of the goods, service, or other that relates to the payment. Extra details of invoices relating to payments are included for the information of Councillors.

The schedule of payment made under delegated authority as summarised below and recommended to be received by Council, has been checked and is supported by vouchers and invoices which have been duly certified as to the receipt of goods and provision of services, and verification of prices and costings.

Significant Payments for the month of November 2024 are: -

1. Sirrom Village – Management of Bluebush Village
2. Pryce Mining Services Pty Ltd – Oven Works
3. Versatile Plant And Contracting Pty Ltd – Road Maintenance

**CONSULTATION**

Nil

**STATUTORY ENVIRONMENT**

*Local Government (Financial Management) Regulations 1996, Regulation 13 – Lists of Accounts*

**POLICY IMPLICATIONS**

CS-PROCUREMENTS POLICY. Policy CS-11 sets the guidelines with regards to the purchase of goods or services provided.

**FINANCIAL IMPLICATIONS**

Nil

**STRATEGIC IMPLICATIONS****Accountable and effective leaders**

Maintain integrated strategic and operational plans

High quality corporate governance, accountability and compliance

**ATTACHMENTS**

1. List Of Payments November 2024

**VOTING REQUIREMENT**

Simple majority

**OFFICER RECOMMENDATION**

That Council RECEIVE listing (attached) of accounts paid during the month of November 2024 by the Chief Executive Officer under delegated authority of Council.

1. Municipal accounts totalling \$886,272.24 on municipal vouchers EFT28177 – EFT28238, Cheques and Direct Debits
2. Fuel card payments totalling \$39,584.10
3. Credit Card totalling \$12,204.92

**12.2.3 MONTHLY FINANCIAL STATEMENTS FOR THE MONTH ENDED 30 NOVEMBER 2024**

**Location:** Shire of Coolgardie  
**Applicant:** Shire of Coolgardie  
**Disclosure of Interest:** Nil  
**Date:** 10 December 2024  
**Author:** Raj Subbiah, Finance Manager

**SUMMARY**

This report recommends that the Monthly Statement of Financial Activity report for the period ending 30 November 2024 is presented to Council for adoption.

**BACKGROUND**

In accordance with regulation 34 of the *Local Government (Financial Management) Regulations*, the Shire is to prepare a monthly Financial Statement for approval by Council.

The format for monthly reporting was introduced by the Department of Local Government from 1 July 2005; the change was implemented to provide elected members with a better idea of operating and capital revenues and expenditures. The requirement is for a Statement of Financial Activity with a report detailing material variances. The Financial Report presented includes this as well as other statements and supplementary information.

*Section 6.4 of the Local Government Act 1995*, requires that financial reports be prepared and presented in the manner and form prescribed in the *Local Government (Financial Management) Regulations*. Regulation 34 has been amended to require that Councils report on the sources and applications of funds on a monthly basis and that the report be noted by Council.

**COMMENT**

Attached for consideration is the completed Monthly Financial Report.

The document attached includes Statements of Financial Activity by Program, and Nature and Type, Notes to the financial statements, an explanation of material variance as well as a summary of bank account balances at 30 November 2024, loan repayments, and reserve account status.

In accordance with the *Local Government (Financial Management) Regulations*, a report must be compiled on variances greater than the percentage agreed by Council which is currently 10% or \$10,000. With the report prepared at program level, comments have been made regarding variances. A nil variance is equal to 100%, meaning that the year-to-date actual is identical to the year to date budget. Comments are therefore provided where variance values are <90% or >100% and the dollar variance exceeds \$10,000.

**CONSULTATION**

Nil

**STATUTORY ENVIRONMENT**

*Local Government Act 1995 Section 6.4*

*Local Government (Financial Management) Regulations 1996 Section 34*

**34. Financial activity statement required each month (Act s. 6.4)**

(1A) In this regulation —

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

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

**POLICY IMPLICATIONS**

Nil

**FINANCIAL IMPLICATIONS**

The Financial Report is information only and there are no financial implications relating to this item.

**STRATEGIC IMPLICATIONS****Accountable and effective leaders**

Demonstrating sound financial management and plans for the Shire's long term financial sustainability

High quality corporate governance, accountability and compliance

Ensuring the Shire of Coolgardie is well positioned to meet future needs

**ATTACHMENTS**

1. **Monthly Financial Report November 2024**
2. **Management Report November 2024**

**VOTING REQUIREMENT**

Simple majority

**OFFICER RECOMMENDATION**

**That the Monthly Financial Activity Statement for the period 1 July 2024 to 30 November 2024 be RECEIVED.**

## 12.3 Commercial Services

### 12.3.1 RESIDENTIAL JUNCTION CONNECTION FEE WAIVER

**Location:** 99 King Street, Coolgardie  
**Applicant:** Robert Morton  
**Disclosure of Interest:** NIL  
**Date:** 6<sup>th</sup> December 2024  
**Author:** Pery Matsika, Manager Waste Services

#### SUMMARY

Robert Morton is requesting that Council waive 50% of the junction connection fee due to his status as a pensioner.

#### BACKGROUND

99 King Street is a new property that has no sewerage junction for the resident to connect to the Shire sewerage infrastructure. The Manager of Waste Services received a request from Rob Morton for consideration of a waiver of the junction connection fees. Rob has paid the \$372 connection fee; however, as per the current fees and charges residents are required to pay the extra costs of installing the junction, which amounts to \$5,000.

#### COMMENT

King Street has some newly built homes that need a junction point for properties to connect to the Shire sewerage network, costing \$5,000 per connection. X is the location of where the junction point will need to be installed.



#### CONSULTATION

Acting Chief Executive Officer

#### STATUTORY ENVIRONMENT

*Local Government Act 1995 Section 6.12 (1) b Power to defer, grant discounts, waive or write off Debts*

**FINANCIAL IMPLICATIONS**

If a waiver is granted, the Shire will cater for the remainder of the amount of \$2,500 as encouragement for the pensioner to connect to the sewerage system.

It should be noted that this type of decision does create a precedent and as such should be referred back to the fees and charges but there is no mention of a discount for Pensioners. This will be proposed to Council in the near future for future reference. However it should be noted that this particular connection is quite expensive due to the on ground conditions and as such the discount is not applicable if based on a set dollar amount, hence the recommendation of a 50% discount.

If Council are not happy with this a 25% discount could be provided to the applicant and this reference point would then be used for updating the fees and charges schedule.

**STRATEGIC IMPLICATIONS****Effective management of infrastructure, heritage and environment**

Facilitating urban and rural planning and development

**ATTACHMENTS**

1. **Sewerage Connection - 99 King Street Email Request**

**VOTING REQUIREMENT**

Simple Majority

**OFFICER RECOMMENDATION**

**That Council approves the 50% waiver of \$2,500, in lieu of the applicant being a pensioner, to have his property connected to the Shire's sewer infrastructure**

**13 ITEMS FOR INFORMATION ONLY**

Nil

**14 ELECTED MEMBERS MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN**

Nil

**15 NEW BUSINESS OF AN URGENT NATURE INTRODUCED BY DECISION OF MEETING**

**15.1 Elected Members**

**15.2 Shire Officers**



**16 MATTERS BEHIND CLOSED DOORS****OFFICER RECOMMENDATION**

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

**16.1 Liquid Waste Agreement**

This matter is considered to be confidential under Section 5.23(2) - e(iii) of the Local Government Act, and the Council is satisfied that discussion of this matter in an open meeting would, on balance, be contrary to the public interest as it deals with a matter that if disclosed, would reveal information about the business, professional, commercial or financial affairs of a person, where the information is held by, or is about, a person other than the local government.

17 CLOSURE OF MEETING