

31 Burrowes Street, Darkan Western Australia 6392 Telephone: (08) 97362222 Facsimile: (08) 97362212 shire@westarthur.wa.gov.au

## **CONFIRMED MINUTES**

## Shire of West Arthur Special Council Meeting 13 April 2023

#### **MISSION STATEMENT**

To value and enhance our community lifestyle and environment through strong local leadership, community involvement and effective service delivery.

#### **DISCLAIMER**

No responsibility whatsoever is implied or accepted by the Shire of West Arthur for any act, omission or statement or intimation occurring during Council or Committee meetings or during formal/informal conversations with staff. The Shire of West Arthur disclaims any liability for any loss whatsoever and howsoever caused arising out of reliance by any person or legal entity on any such act, omission or statement or intimation occurring during Council or Committee meetings or discussions. Any person or legal entity that act or fails to act in reliance upon any statement does so at the person's or legal entity's own risk.

The purpose of this council meeting is to discuss and, where possible, make resolutions about items appearing on the agenda. Whilst Council has the power to resolve such items and may in fact, appear to have done so at the meeting, no person should rely on or act on basis of such decision or on any advice or information provided by a member or officer, or on the content of any discussion occurring, during the course of the meeting.

In particular and without derogating in any way from the broad disclaimer above, in any discussion regarding any planning application or application for a licence, any statement or limitation of approval made by a member or officer of the Shire of West Arthur during the course of any meeting is not intended to be and is not taken as notice of approval from the Shire of West Arthur. The Shire of West Arthur warns that anyone who has an application lodged with the Shire of West Arthur must obtain and only should rely on WRITTEN CONFIRMATION of the outcome of the application, and any conditions attaching to the decision made by the Shire of West Arthur in respect of the application.

Persons should be aware that the provisions of the Local Government Act 1995 (section 5.25 (e)) establish procedures for revocation or rescission of a Council decision.

The Shire of West Arthur expressly disclaims liability for any loss or damage suffered by any person as a result of relying on or acting on the basis of any resolution of Council, or any advice or information provided by a member or officer, or the content of any discussion occurring, during the course of the Council meeting

These Minutes were confirmed at the ordinary council meeting on: 27 April 2023

Signed:

Presiding Member at the meeting at which the Minutes were Confirmed.

ngrould

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### MINUTES OF SHIRE OF WEST ARTHUR SPECIAL COUNCIL MEETING HELD IN THE COUNCIL CHAMBERS ON THURSDAY, 13 APRIL 2023 AT 9.00AM

#### 1 DECLARATION OF OPENING/ANNOUNCEMENT OF VISITORS

The Presiding Member declared the meeting open at 9.05am.

#### 2 ATTENDANCE/APOLOGIES/APPROVED LEAVE OF ABSENCE

COUNCILLORS: Cr Neil Morrell (Shire President) – Online

Cr Graeme Peirce (Deputy Shire President) – In person

Cr Karen Harrington In person

Cr Robyn Lubcke Phone

Cr Adam Squires Online

STAFF: Rajinder Sunner (A/Chief Executive Officer)

APOLOGIES: Vin Fordham Lamont (Chief Executive Officer) – On leave

Cr Duncan South

ON LEAVE OF ABSENCE:

ABSENT: Cr Neil Manuel

MEMBER OF THE PUBLIC:

#### 3 PUBLIC QUESTION TIME

Nil

#### 4 DISCLOSURES OF INTEREST

Cr Karen Harrington declared an Impartiality Interest in relation to Item 5.1 - Out Of Budget Expenditure - Resurface Darkan Bowling Club Synthetic Greens as a holder of an executive position on the Darkan and District Sporting Club (Inc) and volunteering in both monetary and operational decisions regarding the Darkan Sports Complex.

Cr Robyn Lubcke declared an Impartiality Interest in relation to Item 5.1 - Out Of Budget Expenditure - Resurface Darkan Bowling Club Synthetic Greens as a member of the Darkan and District Sporting Club (Inc) and Treasurer of the Darkan Bowling Club.

#### 5 CORPORATE SERVICES

# 5.1 OUT OF BUDGET EXPENDITURE - RESURFACE DARKAN BOWLING CLUB SYNTHETIC GREENS

File Reference: ADM280

Location: N/A

Applicant: Darkan and District Sporting Club (Inc)

Author: Melinda King, Manager Financial Reporting

Authorising Officer: Rajinder Sunner, Manager Corporate Services

Date: 3/04/2023

Disclosure of Interest: Cr Karen Harrington

Cr Robyn Lubcke

Attachments: 1. Lease from Shire to Sporting Club &

2. Term Deposit 4282180 Analysis April 2023 😃

3. Letter from DDSC 7 April 2023 J

4. TD Bendigo Bank Expires 28 June 2023 😃

5. TD Bendigo Bank Expires 5 May 2023 4

#### SUMMARY:

Council is requested to consider approving an out of budget transfer of \$180,028 from its Darkan Sport and Community Care Centre Reserve for the purpose of resurfacing the synthetic greens at the Darkan Bowling Club to the Darkan and District Sporting Club Inc.

#### **BACKGROUND:**

In circa 2007, the various sporting clubs in Darkan decided to co-locate to the current site and become affiliated with the Darkan and District Sporting Club (Inc). As part of the attached lease agreement between the Shire and the sporting club (see Item 17), it was agreed that a renewal fund would be created whereby the sporting club would make annual payments into a dedicated Shire Reserve account and the Shire would make matching payments up to a specified limit. This would help to ensure that funds would be available for future large projects at the club without the need for either party to suddenly come up with a large sum of money.

The current bowling green was laid in 2010, meaning that it has certainly lasted longer than many synthetic greens.

#### **COMMENT:**

The Darkan Bowling Club had planned for the resurfacing of the green to occur later in the year and, potentially not until this time next year. The preferred supplier, however, contacted the club a week or so ago and said that it already has the materials and that it now has availability in its schedule to undertake the project in the next few weeks.

It is likely, therefore, that the supplier will need to be paid before the next Ordinary meeting of Council on 27 April.

Pursuant to s5.4(a)(i) of the Local Government Act 1995, the Shire President has called a Special meeting of Council to consider approving the use of Reserve funds to transfer to the Darkan District Sports Club Inc. (DDSC) of \$180,028 as per letter received from DDSC dated 7 April 2023.

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#### **CONSULTATION:**

President, Darkan and District Sporting Club (Inc)

President, Darkan Bowling Club

WALGA Governance Team

#### STATUTORY ENVIRONMENT:

Local Government Act 1995

s5.4 Calling council meetings.

s6.8 Expenditure from municipal fund not included in annual budget.

s6.11 Reserve accounts

#### **POLICY IMPLICATIONS:**

Investment of Surplus Funds.

#### FINANCIAL IMPLICATIONS:

The loss of interest of \$3,799 from Reserve term despot invested with Bendigo Bank on 13 February 2023, expiring 28 June 2023. We need to amend (Expiring 5 May 2023) the Term Deposit to draw the funds down to make a payment to DDSC.

#### STRATEGIC IMPLICATIONS:

West Arthur Towards 2031

Theme: Built Environment

Outcome: Our built infrastructure is well maintained, attractive and inviting

Strategy: Community facilities are continually reviewed and upgraded as required through asset

management plans

#### **RISK IMPLICATIONS:**

Risk management is the removal of uncertainty from business decisions. Risk is expressed in terms of likelihood it may occur and the consequences that may flow from it. The consequences may be positive or negative or simply a deviation from the expected. The risk or consequence may be related to health and safety; financial; business or service interruption; compliance; reputation; or the environment. Reference to the risk matrix below will generate a risk rating by assessing the likelihood and consequence and multiplying these scores by each other. The greater the risk rating, the greater the risk and the higher the need for specific plans to be developed. All items with a risk rating greater than 10 should be added to the Risk Register and specific controls developed.

#### **Risk Themes:**

A risk theme is the categorising of risk. For example, the collection of risks that represent compliance failure. The risk themes in the shire Risk Register include:

- Business Disruption
- Community Disruption
- IT or Communications Failure
- External Threat or Fraud
- Misconduct
- Inadequate safety or security practices
- Inadequate project or change management.
- Errors Omissions or Delays

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- Inadequate Document Management Processes
- Inadequate supplier / contract management
- Providing inaccurate advice / information
- Ineffective Employment practices
- · Compliance failure
- Inadequate asset management
- Inadequate engagement practices
- Ineffective facility or event management
- Inadequate environmental management

#### **Risk Matrix:**

Consequence		Insignificant	Minor	Moderate	Significant	Severe
Likelihood		1	2	3	4	5
Almost	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Certain						
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

Description of Key Risk	Release of funds without necessary safeguards
Risk Likelihood (based on history and with	Almost Certain (5)
existing controls)	
Risk Consequence	Significant (4)
Risk Rating (Prior to Treatment or Control):	Extreme (20)
Likelihood x Consequence	
Principal Risk Theme	Compliance failure; Community disruption
Risk Action Plan (Controls or Treatment	Council to approve use of Reserve funds
Proposed)	

#### **VOTING REQUIREMENTS:**

**Absolute Majority** 

#### **RESOLUTION SCM-2023-032**

Moved: Cr Karen Harrington Seconded: Cr Adam Squires

1. That Council is requested to consider approving an out of budget transfer of \$180,028 from its Darkan Sport and Community Care Centre Reserve for the purpose of resurfacing the synthetic greens at the Darkan Bowling Club to the Darkan and District Sporting Club Inc

**CARRIED BY ABSOLUTE MAJORITY** 

Item 5.1 Page 6

## THE SHIRE OF WEST ARTHUR

("The Lessor")

And

# THE DARKAN AND DISTRICTS SPORTING CLUB (INC)

("The Lessee")

# LEASE AGREEMENT

THIS AGREEMENT	FOR LEASE is	made on the	dav of	
2010			day or _	

#### BETWEEN:

THE SHIRE OF WEST ARTHUR of 31 Burrowes Street, Western Australia, a Local Government pursuant to the provisions of the Local Government Act 1995, (hereinafter called "the Lessor" which expression shall where the context so admits includes the person for the time being entitled to the reversion immediately expectant on the determination of the term hereby created), on the one part,

and

THE DARKAN AND DISTRICTS SPORTING CLUB (INC) of Darkan, a Club incorporated pursuant to the provisions of the Associations Incorporation Act (hereinafter called "the Lessee" which shall include its successors) of the other part.

### WITNESSES as follows:

#### Item 1 The Land

Pursuant to Section 46 of the Land Administration Act 1997, the Minister for Lands has by order placed with the Shire the care, control and management of the Reserve No. R15837 (Lot 361 on Deposited Plan 71868) commonly known as the Darkan Sport and Recreation Precinct for, recreation purposes as shown for identification purposes only on the sketch annexed hereto marked "Schedule 1".

#### Item 2 The Leased Premises

The Land, Reserve No R39163 (Lot 360 on Deposited Plan 71868), including the Facility, known as the Darkan Sport & Community Centre, located within the Darkan sport and recreation Precinct, Darkan, Western Australia, as shown for identification purposes only on the sketch annexed hereto marked "Schedule 2".

#### Item 3 The Term

21 Years (based on 10 years plus 11 years). The Commencement Date of the Lease Agreement shall be 1<sup>st</sup> July 2012.

### Item 4 Termination/Notice of Termination

PROVIDE ALWAYS and it is hereby agreed as follows:-

a) If the reserved rent or any part thereof having been demanded shall be in arrears for twenty-eight days or if there shall be a breach of any stipulation or provision contained in the Schedule hereto or if the Lessee shall cease to exist, the Lessor may re-enter on the demised property and thereupon the term hereby created shall forthwith determine without

prejudice to the Lessor's right and remedies in respect of any such breach.

- i) The Lessor may give notice of termination of this Agreement to the Lessee upon the grounds that the Lessee has breached a term of this agreement, <u>after a notice requiring the remedy of that breach</u> <u>within no less than 28 days has been given</u> and the breach has not been remedied in accordance with the terms of that notice.
- ii) The Lessee may give 28 days notice of termination of this Agreement to the Lessor upon the grounds that the Lessee cannot meet its obligations in respect of this Agreement.
- c) The Lease may be terminated by the mutual negotiation of both parties with a minimum time frame of 6 months to allow for community consultation. All lease money payable and other liabilities will be settled by the Lessee within 28 days if not settled immediately on the day of lease termination.
- d) If, during the lease term, buildings and sporting surfaces subject to this agreement shall be damaged or destroyed by fire, storm and tempest, earthquake, explosion so as to become unfit for occupation or use then the term hereby created shall thereupon terminate, subject to agreement by both parties.
- e) If any dispute shall arise between the parties in relation to any rights or liabilities hereunder the same shall be referred to a member of the Institute of Arbitrators and Mediators for mediation and resolution.
- f). Any notice required to be given to the Lessee shall be duly served if sent by post in a prepaid letter addressed to the Secretary of the Lessee at the demised property and any notice to the Lessor shall be duly served if sent in like manner addressed to it at its then last known registered office. Any such notice shall be deemed to have been received on the day on which it ought in due course of post to have been delivered

## Item 5 The Annual Rent (Lease Fee)

\$ 100.00 per annum (inclusive of GST) payable on the demand of the Lessor.

Annual Rent may be reviewed and altered (increased or decreased) upon the basis of the Club's financial position, Shire contributions and Council's annual Schedule of Fees and Charges.

#### Item 6 Rent Review Dates

Annually from Commencement date and every anniversary of that date throughout the Term.

#### Item 7 Use of Leased Premises

For sport, recreation and community purposes.

#### Item 8 Special Conditions

Minister for Lands Consent. This Lease is made subject to and is conditional

upon the granting of consent by the Minister for Lands pursuant to the Land Administration Act (if necessary), and shall be applied for by the Shire at the cost in all things of the Shire.

#### Item 9 Ownership

The facility is owned by the Shire of West Arthur.

Notwithstanding, it is noted that this facility was constructed with the assistance of community cash contributions and volunteer labour and plant. Whilst nothing in this LEASE AGREEMENT shall create or be construed as conferring upon the Darkan & District Sporting Club Inc, as principal tenant (head lessee), any material interest in The Premises or part thereof, the DDSC has an interest in The Premises by way of ongoing access for the purpose of operating a sporting and community centre from The Premises.

## Item 10 Principal Tenant (head Lessee)

The Facility will be managed on behalf of the Shire of West Arthur by the Darkan and Districts Sporting Club Inc. (DDSC) representing all affiliated club members and social members.

## Item 11 Facility Management Committee

The DDSC will establish a management committee as outlined in its Constitution and 3 year business plan.

The DDSC Management Committee will be responsible for communicating with member clubs regarding the day-to-day running costs of their club such as equipment and consumables necessary for the running of the sport.

## Item 12 Facility Development Philosophy / Purpose

The purpose of the Darkan Sport & Community Centre is to a single hub for all community members for the purposes of community development, sporting and social activities and will include:

- Kitchen and bar facilities servicing a variety of social and activity areas within the complex;
- Meeting and function spaces suitable for a variety of purposes;
- Secure office and administrative areas for the management and governance functions of the Club and its affiliated members;
- Change room, toilet, shower and locker facilities for males and females
- Public toilets for members and guests
- Accommodation for children's services including childcare operations;
- A secure playground area;
- Storage areas for existing user groups, a playgroup and toy library operations;
- An office for the administration of the bowls club;
- An eight (8) rink synthetic turf bowling green with lighting;
- Four (4) multi-marked fenced and lit hard courts for tennis, netball and

basketball with lighting; and

Hardstand car parking areas and site landscaping.

The parties agree that the Facility must be available for community usage and that the usage, access and pricing of such usage will be structured to encourage and facilitate community access.

## Item 13 Outgoings and operational Costs

The DDSC Management Committee will be responsible for all outgoings and operational costs of managing the Facility including but not be limited to land/water rates, sewerage, insurance, phone, gas, electrical, cleaning, consumables and staffing.

#### item 14 Insurances

7.1 The Lessee must provide Certificates of Currency from an insurance company, acceptable to the Lessor, confirming that there is in place as a minimum the following cover:

#### A Public Liability

A minimum of \$10,000,000 in respect of any one claim, or such sum nominated by the Lessor.

### B Building, Property and Contents Cover

To a value agreed and through an insurer approved by the Lessor for the loss of or damage to any property (including the Lessee's own property and that of the Lessor). Alternatively, the Shire may obtain property and landlords contents insurance and seek reimbursement of the cost from the DDSC Committee.

#### C Workers Compensation

To be in effect for all employees and contractors to the satisfaction of the Lessor.

- 7.2 The Lessee indemnifies and agrees to keep indemnified The Minister for Lands, The Shire of West Arthur and its officers and employees in respect of Loss incurred or suffered as a result of:
  - (i) any breach of this agreement by The Lessee, or
  - (ii) any negligent act, error or omission in connection with the performance of this agreement by the third party or its officers, employees or agents; PROVIDED THAT this indemnity does not apply to the extent that Loss is caused by or contributed to by The Shire of West Arthur or its officers, employees or agents.

#### Item 15 Maintenance

The Club will be responsible for the total cost of operating and maintaining the Leased area including the Facility & landscaping, hard courts, bowling green and exterior lighting including but not limited to fixtures and fittings, plumbing, electrical, paving, air conditioning and mechanical services, gas services and equipment, and renovations subject to the prior written approval of the Shire of West Arthur. This will include the cost for any internal damage, vandalism/graffiti, corrective maintenance or damage to external doors, windows, security lighting, and external surfaces.

It is the responsibility of the DDSC to liaise with member clubs regarding requests for maintenance and to report any issues to the Shire.

## Item 16 Structural Maintenance & Repairs

Structural maintenance and repairs (of the building) including car parking and access roads and fencing shall be the responsibility of the Shire.

#### Item 17 Renewal Fund

It is agreed that the Club will set aside funds each month for the purpose of refurbishment and replacement of items within the leased area for 21 years from commencement of the Lease. The Renewal Fund shall be a reserve account contributed to equally by the Club and the Shire and available to the Club to assist in the renewal of the Facility in conjunction with support from the other funding bodies through grants.

- The Renewal Fund shall be an interest bearing reserve account held by the Shire for the purpose of Darkan Sport & Community Centre Refurbishments.
- The Club shall pay the agreed renewal fund moiety at the same time and in conjunction with the annual Lease rental payment or such mutually convenient time.
- The Shire shall match the Club's contribution to the Renewal Fund on a dollar for dollar basis up to the maximum shown in the renewal fund schedule.
- The schedule shall be reviewed annually and adjusted as appropriate noting the following assumptions
- Term of the renewal schedule is 21 years from commencement in accordance with the term of the lease
- Annual escalation applied to the costs is 4% per annum
- Interest earned on cash deposits held in the reserve fund will be apportioned to the reserve account held in the name of the Ciub each year;
- Works permitted to be funded from the renewal fund shall be restricted to those itemised in the list or as otherwise mutually agreed by the Shire and the Club.
- The Renewal Fund shall be used only for the cost of expansion, renewal or replacement of the following internal items:
  - o Internal Lighting;
  - Floor coverings and window treatments:
  - Painting building internal and external;
  - o Tiling; taps, shower heads, and toilets,
  - o Kitchen appliances
  - o Cool room
  - o Air-conditioning and mechanical services; and
  - Cupboards and bench tops;

### and for the following external items:

- o Hard court resurfacing and line marking;
- Bowling green resurfacing;
- Paving, car parking, general landscaping & exterior lighting;
- Sports lighting replacement and re-lamping;

#### Playground equipment.

#### Item 18 Fit Out

The Shire will allow for basic furniture and appliances in accordance with the Facility Fit-Out Guidelines for minimum occupancy requirements. Any equipment fit out over and above this will be provided by the Club.

Any further funds will be sourced by the Club over and above the Community's Capital Contribution.

### Item 19 Signage and Sponsorship

Shire of West Arthur corporate signage will be erected on the outside of the facility at the cost of the Shire. Funding acknowledgement signage from other funding organisations will be erected as per their funding agreements.

## Item 20 Facility Access (Sporting Seasons)

Throughout the respective sporting seasons, the Club shall acknowledge and wherever possible accommodate the requirements of the affiliated clubs and their members.

The general priority allocations shall be in accordance with the following seasonal allocations.

Winter season

(15 April to 15 October inclusive)

Summer season

(16 October to 14 April inclusive)

In season clubs will have access to the Facility Function Area for up to 3 prime time (ie Saturday evenings) occasions per sporting season for the purpose of their annual general meeting, trophy presentation or fundraising events (or similar), free of facility hire charge. Normal food and beverage charges will apply on these occasions.

On all other occasions, access by the affiliated clubs will be at normal charges identified in the Club's Business Plan – including hire fees, food and beverage charges, and at the discretion of the Management Committee.

## Item 21 Facility Access (Sub-Lessees)

Access shall be as stipulated in the sub-Lease agreement.

#### Item 22 Sub-Lessee

The Facility will be used by the Kids Central CHILDCARE Centre as a tenant in accordance with the terms and conditions a sub-Lease agreement between the Club and the Kids Central CHILDCARE Operator. The sub-Lease shall be subject to approval by the Shire and the Minister for Lands..

## **EXECUTION BY REPRESENTATIVES**

Item 23

This Lease is executed by signature on behalf of the Parties by their duly authorised representatives under seal.

**EXECUTED BY:** 

SHIRE OF WEST ARTHUR

THE COMMON SEAL OF
THE SHIRE OF WEST ARTHUR
Was hereunto affixed by a resolution
Of the Souncilin the presence of

Signature of Authorised Officer

RAY HALLINGTON Name (please print)

Signature of Authorised Officer

Name (please print)

DARKAN AND DISTRICTS SPORTING CLUB (INC)

THE COMMON SEAL OF DARKAN AND DISTRICTS SPORTING CLUB (INC) Was hereunto affixed by a resolu

Was hereunto affixed by a resolution )
Of the Committee in the presence of )

Signature of Mathorised Officer

BROOKE KELLY
Name (please print)

9/7/2012

Date

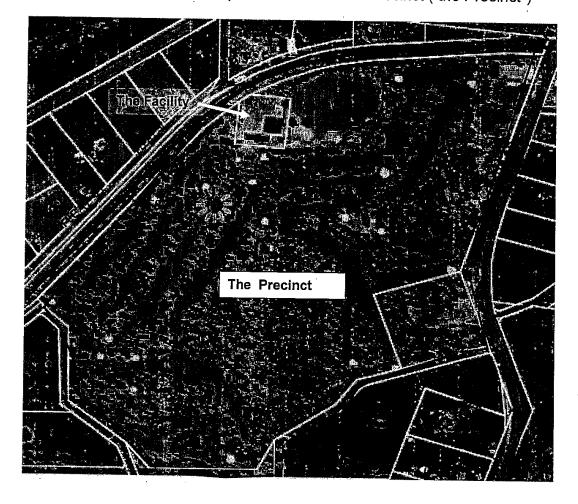
COMMON SEAL W

Signature of Authorised Officer

Name (please print)

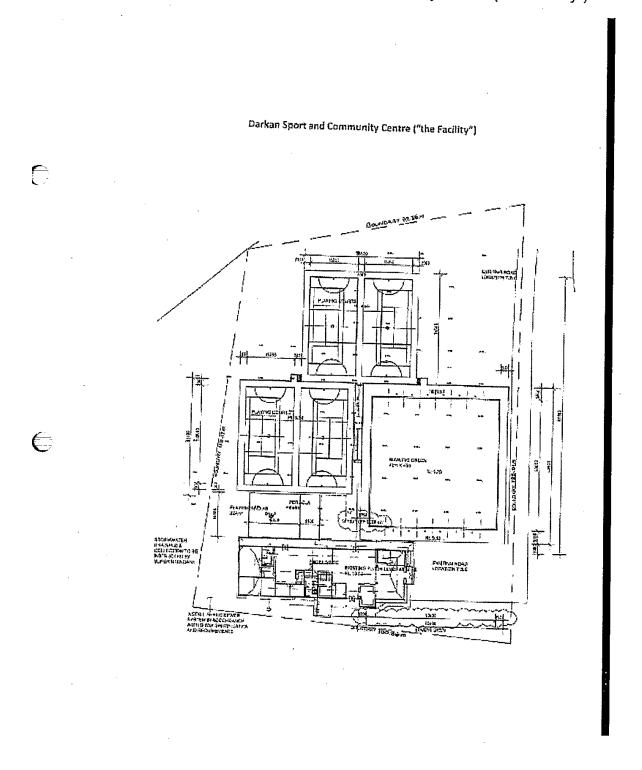
## **ATTACHMENT 1**

# SCHEDULE 1 Darkan Sport and Recreation Precinct ("the Precinct")



## **ATTACHMENT 2**

## SCHEDULE 2 Darkan Sport and Community Centre ("the Facility")



Shire of West Arthur Reserve Funds Term Deposit							
							Ref
Number	Invested	Invest	Date	Days	Rate	Due	Comments
4282180	\$1,647,242.63	13-Feb-23	28-Jun-23	135	4.10%	\$24,979.42	
4282180	\$1,647,242.63	13-Feb-23	05-May-23	81	3.70%	\$13,525.44	Amend Term Deposit to pay DDSC
NEW	\$1,480,740.07	08-May-23	28-Jun-23	51	3.70%	\$7,655.22	Re-Invest till 28 June 2023
	<b>Term Deposit Amo</b>	\$1,647,243					
	Plus Interest		\$13,525				
	Less: Paymnet to D	DSC _	-\$180,028				
	Re-Invest		\$1,480,740				
		_					
	Shortfall in Interest		\$3,799				
	Intial TD Interest	=	\$24,979				
	Revised TD Interest		\$21,181				
			, ,				

# Darkan And Districts Sports Club Inc. Memorial Drive Darkan WA

Secretary: Nerissa Smith 29 Arthur Street Darkan WA 6392

7th April 2023

The CEO Shire of West Arthur Burrows St DARKAN WA 6392

Dear Mr Fordham-Lamont,

The Darkan District Sports Club (DDSC) are undertaking the replacement of the synthetic bowling green over the next coming months.

As part of our business plan, the green is required to be replaced after 15-20 plus years. To fund this synthetic green, the DDSC committee will need to access the sinking fund established for capital maintenance of the facility.

The Darkan Bowling Club has sourced two quotes (attached). There are limited businesses that lay synthetic bowling greens given the specialised nature of this job. The cheaper quote has been accepted from Ever Green Synthetic Grass. A third quote was not sourced as the company was located over east and it was likely that timing and cost would be prohibitive to the project.

An invoice has been attached to request the amount of 180,028.00 which is the accepted quote amount. The funds are requested to be transferred to the DDSC bank account for administration of payment direct to the company during the synthetic green works. We are required to pay the \$150k instalment by the 17<sup>th</sup> April 2023 to ensure works can start thereafter.

The volunteer committee would like to thank the Shire of West Arthur for its continued support of the community shared sporting facility. It is a credit to our town and provides a centre for our community to connect.

Yours faithfully

Nathan King DDSC President



13-February-2023

Shire of West Arthur 31 Burrowes Street Darkan WA 6392 dceo@westarthur.wa.gov.au

Fax: 08 9736 2212

We confirm the details of the following transaction:

Our Ref: 4282180

Instrument: Term Deposit

Lender: Shire of West Arthur

Borrower: Bendigo and Adelaide Bank Limited

**Principal:** AUD 1,647,242.63

Deal Date: 13-Feb-2023

Settlement Date: 13-Feb-2023

Maturity Date: 28-Jun-2023

Interest Rate: 4.1000%

Interest at Maturity: AUD 24,979.42

If you require any further information regarding this transaction please contact Financial Markets on 1800 633 511.

#### Regards

Bendigo and Adelaide Bank Limited

Thank you for transacting with Bendigo and Adelaide Bank Limited. This is a computer generated document and does not require a signature.

Financial Markets.
The Bendigo Centre, PO Box 480, Bendigo VIC 3552 p 1800 633 511 e MoneyMarket@bendigoadelaide.com.au

bendigobank.com.au



05-April-2023

Shire of West Arthur 31 Burrowes Street Darkan WA 6392 dceo@westarthur.wa.gov.au MKing@westarthur.wa.gov.au

Fax: 08 9736 2212

\*\*\* This has been amended \*\*\*

#### We confirm the details of the following transaction:

Our Ref: 4282180

Instrument: Term Deposit

Lender: Shire of West Arthur

Borrower: Bendigo and Adelaide Bank Limited

**Principal:** AUD 1,647,242.63

Deal Date: 13-Feb-2023

Settlement Date: 13-Feb-2023

Maturity Date: 05-May-2023

Interest Rate: 3.7000%

Interest at Maturity: AUD 13,525.44

If you require any further information regarding this transaction please contact Financial Markets on 1800 633 511.

#### Regards

Bendigo and Adelaide Bank Limited

Thank you for transacting with Bendigo and Adelaide Bank Limited. This is a computer generated document and does not require a signature.

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## 6 CLOSURE OF MEETING

The Presiding Member declared the meeting closed at 9.10am.