



## MINUTES OF SPECIAL MEETING OF COUNCIL (COMMISSIONER)

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### For Council to consider:

Presentation of the VC Mitchell Park Project, proposing to move from  
Hold Point 2 to Hold Point 3

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Held on Monday 12 June 2023

Commencing at 10.00 am

Shire of Donnybrook Balingup Council Chamber, Donnybrook

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**Ben Rose**  
Chief Executive Officer

19 June 2023

### Disclaimer

Please note the items and recommendations in this document are not final and are subject to change or withdrawal.

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**SHIRE OF DONNYBROOK BALINGUP**  
**NOTICE OF SPECIAL COUNCIL (COMMISSIONER) MEETING**

Held at the Council Chambers  
Monday, 12 June 2023 at 10.00am

**1 DECLARATION OF OPENING / ANNOUNCEMENT OF VISITORS**

The Commissioner acknowledged the traditional custodians of the land, the Wardandi People of the Noongar Nation, paying respects to Elders, past, present and emerging.

The Commissioner declared the meeting open at 10:00am and welcome the public gallery.

The Commissioner advised that the meeting is being live streamed and recorded in accordance with Council Policy EM/CP-2. The Commissioner to further state the following:

*“This meeting is being livestreamed and digitally recorded in accordance with Council Policy.”*

*“Members of the public are reminded that no other visual or audio recording of this meeting by any other means is allowed without the permission of the chairperson.”*

*“Whilst every endeavour has been made to only record those who are actively participating in the meeting, loud comments or noises from the gallery may be picked up on the recording.”*

**2 ATTENDANCES**

**MEMBERS PRESENT**

<b>MEMBERS</b>	<b>STAFF</b>
Gail McGowan - Commissioner	Ben Rose – Chief Executive Officer
	Kim Dolzadelli – Director Corporate and Community
	Ross Marshall – Director Operations
	Loren Clifford – Acting Manager Executive Services
	Samantha Farquhar – Administration Officer - Executive Services

**PUBLIC GALLERY**

Shane Sercombe	Rod Atherton
Jack Cross	Gordon Clifford

**2.1 APOLOGIES**

Nil.

## **2.2 APPROVED LEAVE OF ABSENCE**

Nil.

## **2.3 APPLICATION FOR A LEAVE OF ABSENCE**

Nil.

## **3 ANNOUNCEMENTS FROM PRESIDING MEMBER**

Nil.

## **4 DECLARATIONS OF INTEREST**

Division 6: Sub-Division 1 of the *Local Government Act 1995*. Care should be taken by the Commissioner to ensure that a financial/impartiality interest is declared and that they refrain from voting on any matter, which is considered to come within the ambit of the Act.

Nil.

## **5 PUBLIC QUESTION TIME**

In accordance with the Clause 7(3) of the Local Government (Administration) Regulations, public questions must relate to the stated purpose of the Special Meeting of Council.

Shane Sercombe

Has the Football Club entered a memorandum of understanding regarding the \$250,000 contribution and the management of the completed project?

Commissioner Response

No, not at this stage.

CEO Response

The WA Football Commission has undertaken to provide additional funding towards the project on the proviso that some of that funding underwrites the contribution proposed by the Donnybrook Football Club. The Director Operations is working through the intricacies of that with the Donnybrook Football Club and the WA Football Commission.

The Shire has had conversations with the Donnybrook Football Club regarding the financial contribution of up to \$250,000 and whilst we haven't signed anything yet, the intention is that the Football Club make a sizable contribution towards the project.

### Commissioner Response

The Football Commission was going to contribute \$120,000, they have now indicated their contribution will be \$200,000 on the understanding that \$65,000 is offset against the Donnybrook Football Clubs's contribution.

### Director Operations Response

The WA Football Commission's contribution to project will be \$200,000 while the DFC will contribute \$185,000, that is \$250,000 less the \$65,000 from the WAFC.

### Shane Sercombe

For clarification, is that funding above and beyond the \$120,000 spent on the lights that have been completed?

### Director Operations Response

Yes, it is above and beyond.

### Shane Sercombe

Can you clarify that the Shire cannot pass through to hold point 3 without securing that funding?

### Commissioner Response

There is nothing that would preclude me moving to hold point 3. The expectation is that the Football Club contribution still forms part of that overall fund. If the Football Club contribution wasn't forthcoming, then it would certainly impact in terms of moving to the construction phase and the overall cost, but there is nothing to preclude that happening. That doesn't have to be signed up before we move from hold point 2 to 3.

### Shane Sercombe

To pass through hold point 3 (entering the final contract), if that money is not secured, there's essentially a budget hole?

### Commissioner Response

Yes, potentially. I have no reason to expect that the Football Club contribution wouldn't be committed.

### Shane Sercombe

Has the Shire viewed and confirmed any of the Football Club's current financials and capacity for ongoing operations?

### Commissioner Response

I'm not aware of needing to do that and I'm not aware of whether it has been done. I wouldn't expect ordinarily we would be going into that level of detail for that.

Director Operations Response

The Shire received a copy of the Donnybrook Football Club's financials, the same of which they submit annually to the Department of Commerce. This information was provided in accordance with the draft Property Management Framework along with a completed club health check.

Shane Sercombe

Are you confident they've got the capacity to provide a significant amount and have the capacity to run and maintain the venue once its completed?

Director Operations Response

The commitment is well and truly understood.

Shane Sercombe

Why are you not requiring the same level of information from the Football Club as you did for the EOI for the Netball and Hockey club rooms?

Commissioner Response

The information required varies from project to project. I think that what Mr Marshall has indicated is that we have sighted the required financial returns of the Football Club. It's now the Department of Mining, Industry Resources and Safety rather than the Department of Commerce and the information would be required under the Associations Incorporated Act, as I would understand it - they must submit that plus any other detail requested. In the course of the overall project, yes, there is the absolute expectation that commitment will be forthcoming.

Shane Sercombe

Do we have a business case outlining the expenses, verses potential revenue from events, and keeping in mind as far as I understand we have a five-year moratorium on club fees?

Commissioner Response

We do have a moratorium on those it was agreed by the previous Council. We do have the Long Term Financial Plan and we have had an independent scrutiny by RHC Consulting on the current proposal. I'm comfortable that is adequate.

Shane Sercombe

Just seeking further clarity - do we have anything outlining the potential revenue from the venue, versus the expenses?

### Commissioner Response

The Long Term Financial Plan and some of the previous work that was done by Anna Dixon and others, has some estimates made. The question should more likely be around the matter of what the proposed purpose of the venue is. It's not intended that this sort of facility make money, it would ordinarily need to be subsidised in some form, as is the case for most community facilities.

### Shane Sercombe

What is the approximate cost to provide works not covered in the current contract, including sealed vehicle entry and car parks, connecting footpaths, landscaping, fencing, and lighting that are almost essential items?

### Commissioner Response

There's work being done at the moment to not only review some of those master planning requirements but to actually identify and prioritise some of those other works, over time. Many of these were never in the scope.

The Shire is seeking further funding from the government in light of the escalation of construction costs. The Government has provided an uplift of contributions to various projects such as the East Fremantle Football Club redevelopment, the Hands Oval redevelopment and others. Works, including sealing of car parks would be future works identified as stage two.

### Director Operations Response

I refer to the VC Mitchell Park Community Information Package, available on the Shire's website, which highlights the ancillary elements Mr Sercombe has mentioned. We have been working with RCH Consulting in preparing a top-up funding application which is in draft ready to go, however, I just need to indicate the final number.

### Shane Sercombe

You've put a number in as in a funding amount? Are you able to essentially go into that?

### Commissioner Response

No, it's something I haven't had the opportunity to read. However, I would remind everyone that the Community Information Package is online and we have provided as much information as we can. We also made the invitation at last night's information session for people to provide us with frequently asked questions relating to the project so that we can respond to those as well.

### Shane Sercombe

Is there going to be a significant amount of works required, primarily related to the Football Club area and pavilion one, above and beyond the \$9.5M that will be spent as part of this initial project?

## Commissioner Response

No not particularly. The end result of the new build would be a substantial new build to pavilion one, as indicated in the information pack. Pavilion two, the existing Tennis Club, will also receive new roofing, new dry walling, the new change facilities, some entrance statements connected to the courts etc. The Hockey area has already seen a substantial amount of work.

The whole area will continue to be a work in progress, however, the overall fencing around the precinct, some of the children's play equipment, some of the internal refurbishments at the existing Tennis Clubs etc., will continue to be works that will need to be done, as the case has always been.

Initially, there might have been a hope or an expectation that more work could be done on pavilion two internally, but that was fairly apparent early on (or certainly before my time) that that wasn't going to be able to be met within that funding scope. Taking into account costs across the board have escalated. The Project Consultation Group, made up of representatives of the area's clubs have been addressing what opportunities there are for the value management to make sure we stay within the parameters.

The absolute commitment at this stage includes the \$6M grant from the State Government, the \$2.9M loan from Treasury Corporation and some small amounts contributed from the Shire and elsewhere.



## 6 REPORTS OF OFFICERS

### 6.1 DIRECTOR OPERATIONS

#### 6.1.1 VC MITCHELL PARK PROJECT - PROCUREMENT

<b>Location</b>	Shire of Donnybrook Balingup
<b>Applicant</b>	Shire of Donnybrook Balingup
<b>File Reference</b>	PWF18T2
<b>Author</b>	Ross Marshall, Director Operations
<b>Responsible Officer</b>	Ben Rose, Chief Executive Officer
<b>Attachments</b>	6.1.1(1) VC Mitchell Park Project – Design Development Report
<b>Voting Requirements</b>	Simple Majority

Recommendation
<p><b>That Council (Commissioner):</b></p> <ol style="list-style-type: none"> <li><b>1. Approves the completion of contractual Hold Point 2 for the VC Mitchell Park Project.</b></li> <li><b>2. Approves the commencement of contractual Hold Point 3 for the VC Mitchell Park Project.</b></li> </ol>

### STRATEGIC ALIGNMENT

The following outcome from the Council Plan relate to this proposal:

Outcome	2	A safe and healthy community.
Objective	2.1	Improve access to facilities and services to support community health and wellbeing.
Priority Project	2.1.2	Implement the Donnybrook Community, Sporting, Recreation and Events Precinct (VC Mitchell Park) Project.

### EXECUTIVE SUMMARY

In accordance with the VC Mitchell Park Contract with Perkins Builders (Contractor), the Contractual 'Hold Point 2 –Design Development' milestone has been completed, and the Council (Commissioner) is requested to consider progressing to Hold Point 3.

### BACKGROUND

At its 16 November 2022 Special Meeting, Council approved a ‘Design and Construct’ contract with Perkins Builders, as follows:

*That Council:*

1. *Authorise the Chief Executive Officer to:*
  - 1.1 *Execute the attached (Confidential) Contract documentation, including minor contract modifications required to reflect Building and Construction (Securities of Payment) Act 2021;*
  - 1.2 *Apply to the WA Treasury Corporation for a loan of up to \$2.9m for the VC Mitchell Park Project; and*
  - 1.3 *Execute the Project Financial Assistance Agreement with the State Government for \$5,750,000.*
2. *Request the Chief Executive Officer to secure project funding from the Donnybrook Football Club to the value of \$250,000.*
3. *Request the Chief Executive Officer to secure project funding from the WA Football Commission / Australian Football League to the value of \$120,000.*
4. *Request the Chief Executive Officer to secure the ongoing project management services of Shape Management for the duration of the design and construction phases acting in the capacity of Superintendent under the Contract.*
5. *Request the Chief Executive Officer to provide a project update to relevant stakeholders, including sporting clubs.*
6. *Re-affirm its support for the ‘Blended Management Model’ as recommended in the Anna Dixon Consulting report.*
7. *Thank Shire staff and engaged contractors/consultants for their diligent, robust and professional approach to the Project.*
8. *Release this resolution in the meeting Minutes.*

As part of the contract, three ‘Hold Points’ were included, as a mechanism to control project risk, as follows:

<b>\$481,451.00 (ex. GST)</b>	<b>Hold Point 1:</b> Schematic Design
	<b>Hold Point 2:</b> Detailed Design
	<b>Hold Point 3:</b> Issued for Construction Documentation
<b>\$8,032,314.40 (ex. GST)</b>	<b>Construction Phase:</b> Demolition and construction (with 12 months defects liability period)

In accordance with the contract, at the completion of each Hold Point, the Shire (via Council / Commissioner) is required to formally consider completion of the that Hold Point, and authorisation to move to the next Hold Point, noting there is neither any obligation or financial commitment to proceed past the each Hold Point.

## **FINANCIAL IMPLICATIONS**

In accordance with Contract between the Shire and Perkins Builders, the following expenditure has been incurred/committed:

### **Hold Point 1**

- Hold Point 1 – \$122,662 + GST – this amount has been claimed by the Contractor.
- Project Management / Superintendent fees for Shape Management have been realised for the month of February 2023 and March 2023 – (\$6,818.00 x 2) \$13,636 +GST.

### **Hold Point 2**

- Hold Point 2 – \$268,540 +GST – this amount has been committed / claimed by the Contractor.
- Project Management / Superintendent fees for Shape Management have been realised for the month of April 2023 and May 2023 – (\$6,818.00 x 2) \$13,636 +GST.

Approval to progress the project to Hold Point 3, commits to the following additional costs:

### **Hold Point 3**

- Hold Point 3 – \$90,249 +GST – this amount will be committed to the Contractor.
- Project Management / Superintendent fees for Shape Management - \$27,272 +GST – this amount will be committed.

## **Commitment Summary**

Perkins Builders:	\$90,249 +GST
Shape Management:	\$27,272 +GST
<b>Total:</b>	<b>\$117,521 +GST</b>

The following table illustrates the Stage 1 Design Phase (Hold Point) budget overview:

PERKINS CONTRACT BUDGET OVERVIEW	
VC Mitchell Park Pricing Schedule - Rev B	
STAGE 1 - DESIGN PHASE	
Professional Fees - SD to Hold Point 3 + Perkins Design Fees	\$ 481,451.00
STAGE 2 - CONSTRUCTION PHASE	
Construction Total	\$ 8,032,314.40
<b>TOTAL - PERKINS CONTRACT AWARD VALUE</b>	<b>\$ 8,513,765.40</b>
SHIRE PROJECT FUNDING ALLOCATIONS	
Additional Fees (Ongoing SD to PC - PM & QS Shire Managed)	\$ 150,000.00
Shire Contingency	\$ 500,000.00
Shire Provisional Sum (Fitout, Furniture, Av Hardware)	\$ 200,000.00
<b>TOTAL - FUNDING ALLOCATIONS</b>	<b>\$ 850,000.00</b>
<b>TOTAL - PROJECT TOTAL VALUE</b>	<b>\$ 9,363,765.40</b>

The Hold Point 2 Cost Plan has been assessed by Shire staff, and the Project Superintendent, as satisfactory for progressing to Hold Point 3.

The loan application for \$2.9M was lodged with WA Treasury Corporation and approved earlier this year. Renewal of the loan application will be required as the Shire is unlikely to be in a position to activate the loan before the WATC standard three-month expiration term.

On 10 March 2023, the approved Financial Assistance Agreement (dated 2 March 2023) for \$5.75M was provided from DLGSCI to the Shire.

## POLICY COMPLIANCE

RCH Consulting’s proposal (and credentials) have been reviewed by the Administration and determined as appropriate for the allocated tasks. Noting the ‘second’ stage of the contract is proposed at \$250/hr, the contract cost has been capped at \$20K.

## STATUTORY COMPLIANCE

There is no specific statutory compliance considerations outside of the contractual considerations with Perkins Builders and/or RCH Consulting.

Deliverables under the Hold Point 2 arrangements are outlined below:

Item	Completed	Superintendent’s Comments
Detailed Design Report.	Yes	CCN Detailed Design Report provides narrative regarding project information, design approach and detailed design documentation, context and character, critical issues and battery limits to project. The Detailed

		Design Report meets the objectives and requirements for Hold Point 2.
<b>Site and code analysis.</b>	Yes	The Detailed Design Report meets the objectives and requirements for Hold Point 2. Critical Issues identified being: <ul style="list-style-type: none"> <li>• Waste Management and operational requirements</li> <li>• Services coordination</li> <li>• Detailing surrounding roof penetrations and exhaust for future maintainability</li> <li>• Entry statement and sense of arrival</li> <li>• Budget reviews and scope of works confirmation</li> <li>• Western power transformer requirements and future allowances.</li> </ul>
<b>Detailed Design Documentation:</b>		
• <b>Architectural</b>	Yes	CCN Detailed Design Report provided meets the requirements of the Contract and is consistent with Detailed Design on typical projects. Comments have been provided to Perkins regarding design requirements and particularly input from stakeholders which are being addressed. Note that report also addresses acoustics, DDA compliance, Safety In Design, Section J Compliance and BCA requirements and compliance.
• <b>Structural / Civil</b>	Yes	Detailed Design Report and Drawings generally meet the requirements of the Contract and are consistent with Detailed Design deliverables on typical projects. Note the following items to be considered during the next phase of design being: <ul style="list-style-type: none"> <li>• Drainage solution to be further developed during next phase.</li> <li>• Assessment of structural solution to Pavilion 2 to value engineer.</li> <li>• Further analysis of ramping and civil works to both Pavilion 1 and 2 to streamline approach.</li> </ul>
• <b>Mechanical</b>	Yes	Detailed Design Report and Drawings generally meet the requirements of the Contract and are consistent with Detailed Design deliverables on typical projects. Note the following still to be considered: <ul style="list-style-type: none"> <li>• Vent to kitchen through roof – reviewing alignment of roof vents to keep within single pan / penetration area.</li> <li>• Mechanical solution to Function Room to be developed further and to potentially refine based on likely functional requirements of the space during typical events and timing.</li> <li>• Further opportunities for passive solar / ventilation solutions to reduce use of mechanical exhaust and to be developed during final design phase.</li> </ul>
• <b>Electrical</b>	Yes	Detailed Design Report and Drawings generally meet the requirements of the Contract and are consistent with Detailed Design deliverables on typical projects. Note the following still to being assessed:

		<ul style="list-style-type: none"> <li>Potential for need for pole top transformer to the new development as opposed to dome as previously documented. Western Power application has been submitted to mitigate risk of extended timeframe. Budget has included transformer requirements as estimate.</li> </ul>
<ul style="list-style-type: none"> <li><b>Hydraulic</b></li> </ul>	Yes	<p>Detailed Design Drawings generally meet the requirements of the Contract and are consistent with Detailed Design deliverables on typical projects. Note the following still to be considered:</p> <ul style="list-style-type: none"> <li>Note subcontractors being considered will need to be registered to undertake works on Water Corporation assets..</li> </ul>
<ul style="list-style-type: none"> <li><b>Site services Infrastructure</b></li> </ul>	Yes	Part of Electrical and Hydraulic Schematic Design Reports and considered to be sufficiently documented to support Schematic Design.
<ul style="list-style-type: none"> <li><b>Other</b></li> </ul>	N/A	
<b>Safety In Design Report / Design Reports</b>	Yes	Safety In Design provided as part of individual reports and to be developed further during Design Development phase consistent with typical design process.
<b>Cross reference to Functional Brief</b>	Yes	<p>Provided a schedule of key items identified in Functional brief and commentary as to how the alignment of mitigation has been achieved.</p> <p>Note that majority of key items have been addressed and also confirmed through discussions with Stakeholders with design generally in alignment with Functional Brief.</p>
<b>Revised Cost Plan</b>	Yes	<p>Cost Estimate prepared by Perkins is slightly above the allowed budget as per Contract and is approximately 5% in excess. This however does not take into consideration value engineering and also allowances within the Perkin budget or separate Shire amounts for contingency which would help to mitigate the increased cost if this was necessary.</p> <p>Perkins are actively managing the design and procurement process to reduce cost and to meet budget expectations without compromising quality or scope.</p>
<b>Value management opportunities</b>	Yes	Perkins, CCN and consultants provided opportunities for value engineering being a combination of scope reductions and design optimisation. Shire and Perkins to review during subsequent phase and continue design, cost plan and Value Engineering to agree final scope. Note key deliverable of Hold Point 3 will be a fixed lump sum and therefore alignment with budget and any further requirements for value engineering will be realised.
<b>Contractor advice on early works early procurement opportunities</b>	Yes	<p>Discussed requirements particularly relating to Western Power and timeframes for design and delivery. Application has been made as risk mitigation in the event that transformer is required.</p> <p>Detailed design now taking into account construction opportunities to mitigate cost without compromising scope.</p>
<b>Project programme</b>	Yes	Minor amendment to program extending timeframes to allow for review periods, stakeholder commentary and also testing market rates and pricing. This additional

		time aligns was intended to provide greater certainty at Hold Point 2 particularly relating to costs and providing greater certainty when entering the next phase of the project..
<b>Risk analysis</b>	Yes	Critical Issues and Risk identified as part of Detailed Design report meet the requirements of the Detailed Design phase.

## CONSULTATION

- Consultation with individual sports clubs (particularly tennis and football) has been continuing as part of the development process for the Detailed Design Report.
- Perkins Builders delivered a presentation to the Commissioner and key staff on 22 February 2023 regarding the draft Schematic Design Report.
- A comprehensive Project Community Information Package was uploaded to the Shire website (and promoted via social media) on 7 March 2023.
- The Schematic Design report was uploaded to the Shire website (and promoted via social media) on 9 March 2023.
- Perkins Builders delivered a presentation to the Commissioner and key staff on 31 May 2023 regarding the draft Schematic Design Report.

## OFFICER COMMENT

The contract deliverables for Hold Point 2 have been reviewed by Shire staff, the Commissioner and the Project Superintendent. The Project Superintendent has advised that all deliverables for Hold Point 2 have been satisfactorily achieved, and that the project can proceed to Hold Point 3, upon formal resolution by the Council (Commissioner). Hold Point 3 will incur costs of **\$117,521 +GST** to achieve the following deliverables:

- Construction Documentation Report.
- Analysis of Nett Lettable Areas and Gross Floor Areas.
- Specific Detailed Design documentation with detailed requirements including:
  - Architectural (including finishes schedules and 3D renders as applicable)
  - Furniture, Fittings and Equipment Schedules and requirements for samples or selections to be approved.
  - Structural / Civil engineering.
  - Mechanical engineering.
  - Electrical / communications / security / dry fire engineering.
  - Hydraulics / wet fire engineering.
  - Vertical transport engineering.
  - Acoustics engineering.
  - BCA / DDA compliance.
  - Site services infrastructure including electrical, water, wastewater, drainage, fire and others.
  - Any others as required to inform Detailed Design.
- Update to Safety In Design Report.
- Cross reference to Functional Brief. This should highlight any non-conformances with Brief including mitigation rationale.

- Cost Plan – population / update of cost plan based on Detailed Design to ensure that design is in alignment with budget.
- Value Management opportunities.
- Contractor advice on early works / procurement opportunities.
- Project Programme.
- Risk analysis – to be facilitated by Shire representatives with input required from Contractor and appointed consultants.

## **EXECUTIVE RECOMMENDATION**

**That Council (Commissioner):**

- 1. Approves the completion of contractual Hold Point 2 for the VC Mitchell Park Project.**
- 2. Approves the commencement of contractual Hold Point 3 for the VC Mitchell Park Project.**

## **COUNCIL RESOLUTION 74/23**

**Moved: Commissioner McGowan**

**That Council (Commissioner):**

- 1. Approves the completion of contractual Hold Point 2 for the VC Mitchell Park Project.**
- 2. Approves the commencement of contractual Hold Point 3 for the VC Mitchell Park Project.**
- 3. Acknowledges and thanks the Project Consultation Group for their valuable input.**

**CARRIED: COMMISSIONER MCGOWAN**



**6.2 DIRECTOR CORPORATE AND COMMUNITY**

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Nil.

**6.3 CHIEF EXECUTIVE OFFICER**

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Nil.

**7 MEETINGS CLOSED TO THE PUBLIC**

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**7.1 MATTERS FOR WHICH THE MEETING MAY BE CLOSED**

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Nil.

**7.2 PUBLIC READING OF RESOLUTIONS THAT MAY BE MADE PUBLIC**

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Nil.

**8 CLOSURES**

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The Commissioner advised that the next Ordinary Council Meeting will be held on Wednesday 28 June 2023 commencing at 5.00pm in the Shire of Donnybrook Balingup Council Chamber.

The Commissioner declared the meeting closed at 10.30am.

These Minutes were confirmed by the Council (the Commissioner) as a true and accurate record at the Ordinary Council Meeting held 28 June 2023.



Gail McGowan  
**COMMISSIONER – SHIRE OF DONNYBROOK BALINGUP**