

Ordinary Council Meeting Minutes

26 May 2026

UNCONFIRMED



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SHIRE OF DALWALLINU

MINUTES of the Ordinary Meeting of Council held at the Council Chambers, Shire Administration Centre, Dalwallinu on Tuesday 26 May 2026.

PRESIDING OFFICER DECLARATION

In accordance with the Local Government Act, this public meeting is being recorded. The recording will be archived and available on Councils website. Persons participating in public question time will be recorded as part of the meeting proceedings. I request all participants maintain a respectful and professional demeanour throughout the proceedings. Any use of profanity, disrespectful language, or disruptive behaviour may result in removal from the meeting. Thank you for your cooperation.

1. OPENING & ANNOUNCEMENT OF VISITORS

The Chairperson (President) opened the meeting at 5.03pm.

2. ANNOUNCEMENTS OF PRESIDING MEMBER

Nil

3. ATTENDANCE RECORD

3.1 Present

Councillors

Shire President

Cr KL Carter

Deputy President

Cr MM Harms

Cr SC Carter

Cr JL Counsel

Cr DS Cream

Cr S Dawson

Cr S Hickleton

Chief Executive Officer

Ms JM Knight

Executive Assistant

Mrs DJ Whitehead

Manager Corporate Services

Mrs HK Jolly

Manager Works & Services

Mr MN Bennett

Public

Nil

3.2 Apologies

Nil

3.3 Leave of Absence Previously Granted

Nil

4. DECLARATIONS OF INTEREST

Item 9.4.1 - Cr Shannon Dawson declared a Proximity Interest as he owns adjacent property



5 PUBLIC QUESTION TIME

5.1 Response to Previous Public Questions Taken on Notice
Nil

5.2 Public Question Time
Nil

6 MINUTES OF PREVIOUS MEETINGS

6.1 Ordinary Council Meeting – 28 April 2026

MOTION 10564

Moved Cr DS Cream

Seconded Cr S Hickleton

That the Minutes of the Ordinary Meeting of Council held 28 April 2026 be confirmed

CARRIED 7/0

For: President KL Carter, Deputy MM Harms, SC Carter, Cr JL Counsel, Cr DS Cream,
Cr S Dawson, Cr S Hickleton

Against: Nil

7 PETITIONS/PRESENTATIONS/DEPUTATIONS/DELEGATES/REPORTS/SUBMISSIONS

7.1 Petitions
Nil

7.2 Presentations
Nil

7.3 Deputations
Nil

7.4 Delegates Reports/Submissions
Nil

8 METHOD OF DEALING WITH AGENDA BUSINESS (Show of hands)
As agreed.



9 REPORTS

9.1 WORKS & SERVICES

9.1.1 Award of RFT2526-06 Bitumen Sealing Works*

Report Date	26 May 2026
Applicant	Shire of Dalwallinu
File Ref	FM/28 – Financial Management - Tendering
Previous Meeting Reference	Nil
Prepared by	Marc Bennett, Manager Works & Services
Supervised by	Jean Knight, Chief Executive Officer
Disclosure of interest	Nil
Voting Requirements	Simple Majority
Attachments	Tender Matrix

Purpose of Report

Council is requested to consider the tenders received for RFT2526-06 Bitumen Sealing Works.

Background

The current contract with Bitutek Pty Ltd for Bitumen Sealing Works expires on 30 June 2026.

At the Ordinary Council Meeting held 24 March 2026, Council resolved the following:

'MOTION 10533

Moved Cr SC Carter

Seconded Cr JL Counsel

That Council:

- 1. Authorises the Chief Executive Officer to call for tenders for bitumen sealing works for a three (3) year period with an option to extend for a further three (3) years;*
- 2. Sets the qualitative criteria as follows:*
 - Price 60%*
 - Relevant Experience & Key Personnel 20%*
 - Tenderer's Resources 15%*
 - Tenderer's WHS Policies & Procedures 5%*

CARRIED 6/0'

As per the *Local Government Act 1995* and *Local Government (Functions & General) Regulations 1996* and *Local Government (Administration) Regulations 1996*, advertising was carried out in the following manner:

- The West (Saturday 28 March 2026)
- Shire of Dalwallinu Website
- Shire of Dalwallinu Facebook Page
- Shire of Dalwallinu Administration & Library Noticeboards
- Totally Locally & Kalannie Kapers
- Shire of Dalwallinu Newsletter

Tender documentation was issued to ten (10) interested parties.



Consultation

Chief Executive Officer
Manager Corporate Services

Legislative Implications

State

Local Government Act 1995

Local Government (Functions & General) Regulations 1996

Local Government (Administration) Regulations 1996

Policy Implications

Local

Council Policy 3.3 Regional Price Preference

Council Policy 3.5 Purchasing

Financial Implications

Expenses relating to Bitumen Sealing Works will be included in future annual budgets.

General Function Implications

Nil

Strategic Implications

Nil

Site Inspection

Site inspection undertaken: No

Sustainability & Climate Change Implications

Economic implications

There are no known significant economic implications associated with this proposal.

Social implications

There are no known significant social implications associated with this proposal.

Environmental implications

There are no known significant environmental implications associated with this proposal.

Officer Comment

Tenders closed 2:00pm, Wednesday 29 April 2026 and were opened at 2:42pm, Wednesday 29 April 2026 by the Chief Executive Officer, Manager Works & Services and Customer Service Officer.

Four (4) tenders were received from:

- Bitutek Pty Ltd
- Roadform Services Pty Ltd
- Roadmac Pty Ltd
- SuperCivil Pty Ltd



The tenders were assessed by the Chief Executive Officer, Manager Works & Services, and Manager Corporate Services, with the following qualitative criteria:

- Price 60%
- Relevant Experience & Key Personnel 20%
- Tenderer's Resources 15%
- Tenderer's WHS Policies & Procedures 5%

The tender matrix is attached to this report.

Given the current global situation, it was expected that there would be an increase above normal. The quoted price from the preferred tenderer is on average a 22.88% increase on previous rates which would appear to be acceptable during these uncertain times.

Bitutek Pty Ltd received the highest score of 86.00. Bitutek is a very experienced company and has had the contract for Bitumen Sealing Works for the Shire of Dalwallinu since 2020 with no issues.



Officer Recommendation/Council Resolution

MOTION 10565

Moved Cr MM Harms

Seconded Cr S Dawson

That Council:

1. Award RFT2526-06 Bitumen Sealing Works to Bitutek Pty Ltd for a three (3) year period at the quoted prices of:

Description	Rate (Contractor Supplied Aggregate)
Rate to apply 14 mm/cutback 170 bitumen seal (area = >5000 m2/visit) @ 2.0L/m2	\$6.41
Rate to apply 14 mm/cutback 170 bitumen seal (area = <5000 m2/visit) @ 2.0L/m2	\$10.58
Rate to apply 10 mm/cutback 170 bitumen seal (area = >5000 m2/visit) @ 1.80L/m2	\$5.84
Rate to apply 10 mm/cutback 170 bitumen seal (area = <5000 m2/visit) @ 1.8L/m2	\$10.02
Rate to apply 2 coat primer seal/cutback 170 bitumen@95% binder 5% cutter (area> 5000m2 / visit) 14mm/10mm @1.6L/m2(1st coat) and 1.0L/m2 (second coat)	\$10.20
Rate to apply 2 coat primer seal/cutback 170 bitumen@95% binder 5% cutter (area< 5000m2 / visit) 14mm/10mm @1.6L/m2(1st coat) and 1.0L/m2 (second coat)	\$13.14
Rate to apply 2 coat primer seal/cutback 170 bitumen@95% binder 5% cutter (area> 5000m2 / visit) 14mm/7mm @1.6L/m2(1st coat) and 0.8L/m2 (second coat)	\$9.67
Rate to apply 2 coat primer seal/cutback 170 bitumen@95% binder 5% cutter (area< 5000m2 / visit) 14mm/7mm @1.6L/m2(1st coat) and 0.8L/m2 (second coat)	\$12.61
Rate to apply 10 mm/cutback bitumen primerseal (area >5000 m2/visit) @95% binder 5% cutter @ 1.50L/m2	\$5.37
Rate to apply 10 mm/cutback bitumen primerseal (area <5000 m2/visit) @95% binder 5% cutter @ 1.5L/m2	\$9.54
Rate to apply 14 mm/cutback bitumen primerseal (area >5000 m2/visit) @95% binder 5% cutter @ 1.50L/m2	\$5.58
Rate to apply 14 mm/cutback bitumen primerseal (area <5000 m2/visit) @95% binder 5% cutter @ 1.5L/m2	\$9.76
Rate to apply 14 mm S45R crumb rubber bitumen seal (area >5000 m2/visit) @2.0L/m2	\$6.89
Rate to apply 14 mm S45R crumb rubber bitumen seal (area <5000 m2/visit) @2.0L/m2	\$11.07
Rate to apply 10 mm S45R crumb rubber bitumen seal (area >5000 m2/visit) @2.0L/m2	\$6.68
Rate to apply 10 mm S45R crumb rubber bitumen seal (area <5000 m2/visit) @2.0L/m2	\$10.85

2. Authorise the Chief Executive Officer to enter into a contract with Bitutek Pty Ltd as per the tender documentation.

CARRIED 7/0

For: President KL Carter, Deputy MM Harms, SC Carter, Cr JL Counsel, Cr DS Cream, Cr S Dawson, Cr S Hickleton

Against: Nil



Business Name	QUALITATIVE CRITERIA								COMPLIANCE CRITERIA				
	Price		Relevant Experience & Key Personnel		Tenderer's resources		Tenderer's WHS Policies & Procedures		Rank	NON-WEIGHTED			
	60%		20%		15%		5%			100%	Compliance with the Specification contained in the Request	Compliance with the Conditions of Tendering this RFT	Compliance with and completion of the Price Schedule
	Score 0- 5	Weighted Score	Score 0- 5	Weighted Score	Score 0- 5	Weighted Score	Score 0- 5	Weighted Score		TOTAL	Y/N	Y/N	Y/N
Bitutek	5.00	60.00	3.50	14.00	3.00	9.00	3.00	3.00	86.00	1	Y	Y	Y
Roadform	3.66	43.97	3.00	12.00	3.00	9.00	3.17	3.17	68.14	3	Y	Y	Y
Roadmac	3.84	46.06	3.17	12.67	3.00	9.00	3.33	3.33	71.06	2	Y	Y	Y
Super Civil	3.41	40.93	2.83	11.33	3.00	9.00	3.00	3.00	64.26	4	Y	Y	Y

9.1.2 Unbudgeted Expenditure – Consultant - DRFAWA Activation-AGRN1283

Report Date	26 May 2026
Applicant	Shire of Dalwallinu
File Ref	RO/28 – Roads – Flood Damage
Previous Meeting Reference	Nil
Prepared by	Marc Bennett, Manager Works & Services
Supervised by	Jean Knight, Chief Executive Officer
Disclosure of interest	Nil
Voting Requirements	Absolute Majority
Attachments	Nil

Purpose of Report

Council is requested to authorise the expenditure of unbudgeted funds for consultancy works associated with AGRN1283 Tropical Cyclone Mitchell.

Background

After the rainfall event in February 2026, the Shire of Dalwallinu submitted an activation request to Department Fire & Emergency Services (DFES) for their consideration.

On Friday 1 May 2026, Officers were advised that the Fire and Emergency Services Commissioner has activated the Disaster Recovery Funding Arrangements Western Australia (DRFAWA) 2018 for event 'AGRN1283 Tropical Cyclone Mitchell and Associated Heavy Rainfall across Western Australia (4-11 February 2026)'

The damage assessment is now required to be submitted to DFES. This will require the engagement of our Consultant, HC Construction Pty Ltd, who were awarded RFT2324-03 in 2024.

At the Ordinary Council Meeting held on 24 September 2024, Council resolved the following:

'MOTION 10306

Moved Cr MM Harms

Seconded Cr DS Cream

That Council:

1. Award **RFT2324-03 Civil Engineering Services to HC Construction Pty Ltd** at the quoted price of \$190 per hour;
2. Authorise the Chief Executive Officer to enter into a contract with HC Construction Pty Ltd as per the tender documentation.

CARRIED 5/0'

Consultation

Chief Executive Officer
Manager Corporate Services
HC Construction Pty Ltd
Department Fire & Emergency Services



Legislative Implications

Nil

Policy Implications

Nil

Financial Implications

There has been no allocation in the 2025-2026 budget for consultancy works for DRFAWA claims. Should the DRFAWA claim be approved by DFES, an allocation will be made in the 2026-2027 budget.

General Function Implications

Nil

Strategic Implications

Nil

Site Inspection

Site inspection undertaken: Not applicable

Sustainability & Climate Change Implications

Economic implications

There are no known significant economic implications associated with this proposal.

Social implications

There are no known social implications associated with this proposal.

Environmental implications

There are no known significant environmental implications associated with this proposal.

Officer Comment

The Emergency Works claim was to be submitted to DFES no later than 11 May 2026. The damage assessment was also to be submitted no later than 11 May 2026, however, with the activation notice only being issued on 1 May 2026, we have requested an extension until 31 July 2026.

The Consultant is required to be engaged to investigate the damage to the road network and to undertake an assessment of whether the application would meet the DRFAWA criteria.

If the application is successful the Consultant expenses will be eligible for recovery through the DRFAWA claim, however there is a risk that if the application is not successful there would be Consultant expenses of approximately \$20,000 that will not be recoverable.

This report is to request that Council authorise the Chief Executive Officer to issue a purchase order to the Consultant so that the Emergency Works Claim and the damage assessment can be submitted to DFES.



Officer Recommendation/Council Resolution

MOTION 10566

Moved Cr SC Carter

Seconded Cr JL Counsel

That Council authorise the Chief Executive Officer to issue a Purchase Order to H C Construction Pty Ltd for DRFAWA - AGRN1283 Emergency Works Claim and Damage Assessment claim.

CARRIED BY ABSOLUTE MAJORITY 7/0

For: President KL Carter, Deputy MM Harms, Cr SC Carter, Cr JL Counsel, Cr DS Cream, Cr S Dawson, Cr S Hickleton



9.2 PLANNING & DEVELOPMENT SERVICES

There were nil reports from Planning & Development Services this month.

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9.3 CORPORATE SERVICES

9.3.1 Accounts for Payment for April 2026*

Report Date	26 May 2026
Applicant	Shire of Dalwallinu
File Ref	FM/9 Financial Reporting
Previous Meeting Reference	Nil
Prepared by	Christie Andrews, Finance Officer
Supervised by	Hanna Jolly, Manager Corporate Services
Disclosure of interest	Nil
Voting Requirements	Simple Majority
Attachments	Summary of Accounts for Payment

Purpose of Report

Council is requested to consider the acceptance and approval of the Schedule of Accounts for Payment.

Background

A list of invoices paid for the month of April 2026 from the Municipal Account to the sum of \$1,908,377.22 paid by EFT is attached together with a list of bank fees, payroll, direct debit payments, loan payments and transfer to Term Deposits. These payments total \$2,245,982.07. There were no payments from the Trust Account. Total payments from all accounts being \$2,245,982.07 have been listed for Council's ratification.

Consultation

In accordance with the requirements of the *Local Government Act 1995* a list of accounts paid, by approval of the Chief Executive Officer under Council's delegated authority, is to be completed for each month showing:

- The payees names
- The amount of the payments
- Sufficient information to identify the payment
- The date of the payment

The attached list meets the requirements of the Financial Regulations,

In addition to the above statutory requirements, Financial Management Regulation Section 13(4) requires 'the total of the other outstanding accounts be calculated and a statement be presented to Council at the next Council meeting'.

Legislative Implications

State

Local Government Act 1995

Local Government (Financial Management) Regulations 1996

Policy Implications

Nil



Financial Implications

Payments are in accordance with the revised budget for 2025/2026.

General Function Implications

Nil

Strategic Implications

Nil

Site Inspection

Not applicable

Sustainability & Climate Change Implications

Economic implications

There are no known significant economic implications associated with this proposal.

Social implications

There are no known significant social implications associated with this proposal.

Environmental implications

There are no known significant environmental implications associated with this proposal.

Officer Comment

Accounts for Payments are in accordance with the revised budget for 2025/2026 or authorised by separate resolution.



Officer Recommendation/Council Resolution

MOTION 10567

Moved Cr JL Counsel
Seconded Cr S Hickleton

That Council, in accordance with the requirements of sections 13(1), 13(3), and 13(4) of the *Local Government (Financial Management) Regulations 1996* a list of payments made in April 2026 under Chief Executive Officer's delegated authority is endorsed in respect to the following bank accounts:

Municipal Fund Account totalling \$2,245,982.07 consisting of:

Bank Fees	\$1,266.46
EFT Payments (EFT18204-EFT18339)	\$1,908,377.22
<i>Bunnings Trade EFT18284 \$267.08</i>	
<i>Wex Australia EFT18263 \$2,849.76</i>	
EFT Payments (Payroll)	\$136,783.69
Direct Debit – Credit Card (DD18772.1)	\$6,050.92
Direct Debit – Housing Bond (DD18604.1)	\$604.00
Direct Debit – Superannuation (DD18743.1 & DD18759.1)	\$28,547.95
Direct Debit – Payments to Department of Transport	\$128,602.40
Loan 157-2 – Dalwallinu Discovery Centre	\$35,749.43

CARRIED 7/0

For: President KL Carter, Deputy MM Harms, SC Carter, Cr JL Counsel, Cr DS Cream, Cr S Dawson, Cr S Hickleton

Against: Nil



EFT PAYMENTS FOR THE MONTH OF APRIL 2026

Chq/EFT	Date	Name	Description	Amount
EFT18204	02/04/2026	CUTTING EDGES	Grader blades	2,372.59
EFT18205	02/04/2026	THE PAPER COMPANY OF AUSTRALIA	A4 paper	310.75
EFT18206	02/04/2026	Bridgestone Service Centre Dalwallinu	Puncture repair	50.50
EFT18207	02/04/2026	ST JOHN AMBULANCE DALWALLINU	First aid kit refills	240.00
EFT18208	02/04/2026	Oneschool Global Wa Ltd	Refund of overpayment - hire fees	2,280.00
EFT18209	02/04/2026	SYNERGY	Electricity Usage Jan 0 Mar 26	27,276.73
EFT18210	02/04/2026	Team Global Express Pty Ltd	Freight - Mar 26	163.15
EFT18211	02/04/2026	RW ROACH & CO	Gravel royalties	24,986.50
EFT18212	02/04/2026	HITACHI CONSTRUCTION MACHINERY (AUST) PTY LTD	Parts for DL9138	1,350.92
EFT18213	02/04/2026	J & B SAWYER	Gravel royalties	4,147.00
EFT18214	02/04/2026	DIGGA-WEST	Parts for road broom	1,291.18
EFT18215	02/04/2026	Arro Enterprises Pty Ltd	Netball post repairs	660.00
EFT18216	02/04/2026	The Old Convent Dalwallinu	Diesel for bus hire - Mar 26	55.85
EFT18217	02/04/2026	R N R AUTO ELECTRICS	Parts for DL80	62.68
EFT18218	02/04/2026	MCLEODS LAWYERS PTY LTD	Legal Advice	1,413.28
EFT18219	02/04/2026	DALLCON	Stab sand & concrete for various jobs - Mar 26	8,635.00
EFT18220	02/04/2026	WCP CIVIL PTY LTD	Various wet mixing - Mar 26	48,433.47
EFT18221	02/04/2026	Totally Workwear Joondalup	Assorted uniforms for works staff	1,225.20
EFT18222	02/04/2026	WA CONTRACT RANGER SERVICES PTY LTD	Provision of Ranger Services - Mar 26	1,980.00
EFT18223	02/04/2026	MG & KL Shaw	Return of hire bonds	490.00
EFT18224	02/04/2026	RICOH AUSTRALIA PTY LTD (RICOH FINANCE)	Lease on photocopiers to 14/5/26	390.61
EFT18225	02/04/2026	Modularis Pty Ltd	Progress payment 27 McNeill Street units	118,948.00
EFT18226	02/04/2026	Maximum Drainage	Drainage - Mar 26	23,958.00
EFT18227	02/04/2026	ARC CLEAN ENERGY PTY LTD	Assorted electrical works - Mar 26	5,670.50
EFT18228	02/04/2026	Pathtech	Drug testing supplies	2,413.40
EFT18229	02/04/2026	CORSIGN WA	Assorted signs - Mar 26	5,839.90
EFT18230	02/04/2026	Rylan Concrete	Assorted Kerbing	30,670.20
EFT18231	02/04/2026	Castle Caretech Pty Ltd	Annual CCTV & Alarm monitoring Dalwallinu Rec Centre	1,100.00
EFT18232	02/04/2026	Bradford Auto Electrics	Repair air con DL122	1,666.50
EFT18233	02/04/2026	PAYWISE PTY LTD	Novated Lease Charges pe24/03/26	1,556.10
EFT18234	02/04/2026	NATIONAL GRID LINK POWER PTY LTD	Progress payment Dalwallinu Oval lighting upgrade	146,766.32
EFT18235	02/04/2026	ROY LEONARD WEST	Return of bond	100.00
EFT18236	02/04/2026	LORRAINE JUDITH WALLIS	Rates refund A440	1,503.50
EFT18237	02/04/2026	LANDGATE	Assorted valuations - Mar 26	260.85

Chq/EFT	Date	Name	Description	Amount
EFT18238	02/04/2026	DALWALLINU COMMUNITY RESOURCE CENTRE	Return of hire bonds	190.00
EFT18239	07/04/2026	Online Media	Monthly on-hold message - Mar 26	77.00
EFT18240	07/04/2026	Wheatbelt Vet Services Pty Ltd	Euthanasia fees for stray cats - Mar 26	13.20
EFT18241	07/04/2026	WATER CORPORATION	Water Usage Jan - Mar 26	6,178.89
EFT18242	07/04/2026	AUSTRALIA POST - SHIRE	Postage charges - Mar 26	155.20
EFT18243	07/04/2026	JENNY'S BAKEHOUSE	Refreshments for various meetings	70.00
EFT18244	07/04/2026	ST JOHN AMBULANCE DALWALLINU	St John Ambulance memberships collected - Mar 26	118.00
EFT18245	07/04/2026	REFUEL AUSTRALIA	Diesel delivered to Depot	22,178.80
EFT18246	07/04/2026	G & M COUNSEL	Roller Hire -Mar 26	1,375.00
EFT18247	07/04/2026	ACCESS 1 SECURITY SYSTEMS	Alarm monitoring to 30/6/26	283.92
EFT18248	07/04/2026	MCLEODS LAWYERS PTY LTD	Legal Advice	4,345.11
EFT18249	07/04/2026	WCP CIVIL PTY LTD	Assorted asphalt - Mar 26	255,993.82
EFT18250	07/04/2026	P & J Transport Pty Ltd	Freight charges - Mar 26	466.40
EFT18251	07/04/2026	TELAIR PTY LTD	NBN service fees - Apr 26	679.90
EFT18252	07/04/2026	Kleen West Distributors	Cleaning products - Mar 26	1,357.79
EFT18253	07/04/2026	Dudawa Haulage Pty Ltd	Assorted gravel cartage - Mar 26	17,948.70
EFT18254	07/04/2026	Murray River North Pty Ltd T/as TR Homes	Variation 68A & 68B Annetts Road	4,840.00
EFT18255	07/04/2026	PAYWISE PTY LTD	Novated Lease Charges pe 07/04/26	1,556.10
EFT18256	07/04/2026	FULCHER CONTRACTORS PTY LTD	WSFN Road Rehabilitation Works - Mar 26	109,071.05
EFT18257	07/04/2026	DEPT OF LOCAL GOVERNMENT, INDUSTRY REG & SAFETY	BSL collected - Mar 26	646.45
EFT18258	16/04/2026	DENELL DOWNS PTY LTD	Rates refunds - A38, A9, A6498 & A8914	1,688.87
EFT18259	16/04/2026	Wheatbelt Vet Services Pty Ltd	Euthanasia fees for stray cats - Apr 26	26.40
EFT18260	16/04/2026	WESTRAC EQUIPMENT PTY LTD	Parts - DL150	164.68
EFT18261	16/04/2026	JOHN R WALLIS ENGINEERING	Assorted supplies for works - Mar 26	2,052.22
EFT18262	16/04/2026	JASON SIGNMAKERS	Rubber Wheel stops & ground spikes	1,069.20
EFT18263	16/04/2026	Wex Australia Pty Ltd	Fuel - Mar 26	2,849.76
EFT18264	16/04/2026	BOC LIMITED	Monthly container rental - Mar 26	41.09
EFT18265	16/04/2026	AVON WASTE	Waste collections for Apr 26	21,654.75
EFT18266	16/04/2026	Building and Construction Industry Training Board	BCITF Levy - Mar 26	785.62
EFT18267	16/04/2026	Dalwallinu & Districts Junior Basketball Association	Return of hire bonds	590.00
EFT18268	16/04/2026	SYNERGY	Electricity Usage Feb - Apr 26	6,494.56
EFT18269	16/04/2026	Team Global Express Pty Ltd	Freight charges - Mar 26	890.99
EFT18270	16/04/2026	FULTON HOGAN INDUSTRIES PTY LTD	EZ Street Pothole Repair	5,999.40
EFT18271	16/04/2026	DALWALLINU HAULAGE	Freight charges - Apr 26	443.54
EFT18272	16/04/2026	MOORA GLASS SERVICE PTY LTD	Glass for door at Nugadong Airport	792.00
EFT18273	16/04/2026	Wren Oil	Pump out bulk waste oil from Shire Depot	1,265.00

Chq/EFT	Date	Name	Description	Amount
EFT18274	16/04/2026	Main Roads Western Australia	Line marking - Mar 26	86,134.49
EFT18275	16/04/2026	AMPAC DEBT RECOVERY	Debt recovery costs - Mar 26	401.50
EFT18276	16/04/2026	BITUTEK PTY LTD	Primer seals on various roads - Mar 26	259,247.20
EFT18277	16/04/2026	DALLCON	Concrete for Pithara Park	12,441.00
EFT18278	16/04/2026	IXOM OPERATIONS PTY LTD	Container service fee - Mar 26	109.12
EFT18279	16/04/2026	Totally Workwear Joondalup	Assorted uniforms for works staff	254.80
EFT18280	16/04/2026	DALWALLINU FOODWORKS	Assorted supplies for Admin, Council & Events - Mar 26	897.35
EFT18281	16/04/2026	E FIRE & SAFETY	Fire indicator panel testing - Mar 26	550.00
EFT18282	16/04/2026	TRACTUS AUSTRALIA	Tyres - DL10573	1,236.00
EFT18283	16/04/2026	WCS CONCRETE PTY LTD	Supply and lay footpath and driveway	14,120.70
EFT18284	16/04/2026	BUNNINGS TRADE	Assorted building supplies - Mar 26	267.08
EFT18285	16/04/2026	Gazz's Maintenance Services	Cleaning & Townscape Maintenance - Mar 26	4,034.00
EFT18286	16/04/2026	CHG-MERIDIAN Australia Pty Limited	Matrix Gym Equipment lease fee to 30/6/26	2,585.25
EFT18287	16/04/2026	BOEKEMAN MACHINERY	Return of equipment bond	100.00
EFT18288	16/04/2026	Coerco Pty Ltd	Return of hire bonds	190.00
EFT18289	16/04/2026	LANDGATE	SLIP Subscription renewal to May 2027 & Assorted valuations - Mar 26	2,690.30
EFT18290	16/04/2026	DALWALLINU & DISTRICTS AGRICULTURAL SOCIETY	Donation	6,000.00
EFT18291	21/04/2026	KEITH LESLIE CARTER	Member attendance & travel - Q3	1,826.24
EFT18292	21/04/2026	IAN HYDE	Attendance & travel payment (ARIC) - Q3	291.59
EFT18293	21/04/2026	SYNERGY	Electricity Usage Jan - Mar 26	521.00
EFT18294	21/04/2026	WESTWATER ENTERPRISES PTY LTD	Part payment for windsock & chlorshield combo	6,170.40
EFT18295	21/04/2026	SHANNON DAWSON	Member attendance - Q3	430.00
EFT18296	21/04/2026	STEVEN CLIFFORD CARTER	Member attendance - Q3	980.00
EFT18297	21/04/2026	ROWDY'S ELECTRICAL	Assorted electrical works - Apr 26	980.38
EFT18298	21/04/2026	DALLCON	Release of bond for DA092223 - Stage 2 & concrete for Pithara Park	15,440.00
EFT18299	21/04/2026	JEMMA LOUISE COUNSEL	Member attendance & travel - Q3	986.11
EFT18300	21/04/2026	OFFICE OF THE AUDITOR GENERAL	Financial audit fee & addittional cost for 2025/26	46,138.40
EFT18301	21/04/2026	WEST COAST STABILISERS	Maintenance Grading - Mar 26	86,394.00
EFT18302	21/04/2026	DIANE SHIRLEY CREAM	Member attendance - Q3	550.00
EFT18303	21/04/2026	Shane Hickleton	Member attendance - Q3	860.00
EFT18304	21/04/2026	DOMAIN DIGITAL	IT Services - Apr 26	1,292.94
EFT18305	21/04/2026	Three Sons Pty Ltd	Provision GP Services & cleaning contribution Apr - Jun 26	74,403.33
EFT18306	21/04/2026	Modularis Pty Ltd	Progress payment 27 McNeill Street units	118,948.00
EFT18307	21/04/2026	Midwest Turf Supplies	Assorted sprinklers	3,150.00
EFT18308	21/04/2026	Independent Rural Pty Ltd	Assorted goods - Mar 26	3,459.84
EFT18309	21/04/2026	Eastough's Ag Training Pty Ltd	Return of hire bonds	210.00

Chq/EFT	Date	Name	Description	Amount
EFT18310	21/04/2026	MELISSA MAE HARMIS	Member attendance & travel - Q3	1,085.09
EFT18311	29/04/2026	BP AUSTRALIA PTY LTD	Fuel - Mar 26	150.02
EFT18312	29/04/2026	RBC - RURAL	Photocopier meterplan charge - Apr 26	982.27
EFT18313	29/04/2026	TELSTRA	Usage charges to 6/4/26, Service charges to 6/5/26	1,754.04
EFT18314	29/04/2026	REFUEL AUSTRALIA	Adblue	1,950.00
EFT18315	29/04/2026	G & M COUNSEL	Gravel royalties	21,802.00
EFT18316	29/04/2026	AMPAC DEBT RECOVERY	Debt recovery costs - Mar 26	452.10
EFT18317	29/04/2026	LIBERTY PLUMBING & GAS	Bathroom renovation at 1 Wattle Close	27,500.00
EFT18318	29/04/2026	West Australian Field & Game Association Inc.	Ammunition contribution Corella Cull - Feb 26	440.00
EFT18319	29/04/2026	PAYWISE PTY LTD	Novated Lease Charges - pe 21/4/26	1,556.10
EFT18320	29/04/2026	Jasonl Pty Ltd	Office furniture for Admin Office	2,307.00
EFT18321	29/04/2026	Hilltop Farm Pty Ltd	Gravel royalties	36,440.80
EFT18322	30/04/2026	TELSTRA	Phone usage to 18/4/26 and service/rental to 18/5/26	286.34
EFT18323	30/04/2026	OFFICEWORKS	Stationery - Apr 26	408.70
EFT18324	30/04/2026	SYNERGY	Electricity Usage Feb - Apr 26	7,796.32
EFT18325	30/04/2026	Team Global Express Pty Ltd	Freight charges - Apr 26	355.70
EFT18326	30/04/2026	STEWART & HEATON CLOTHING CO PTY LTD	Bushfire Uniforms	111.63
EFT18327	30/04/2026	REFUEL AUSTRALIA	Diesel delivered to Depot	15,277.72
EFT18328	30/04/2026	ROWDY'S ELECTRICAL	Repairs to stormwater pump at DDC	247.50
EFT18329	30/04/2026	Miracle Recreation Equipment	Swing -Pithara Park	9,762.50
EFT18330	30/04/2026	Totally Workwear Joondalup	Uniforms & embroidery for assorted staff	543.50
EFT18331	30/04/2026	WA CONTRACT RANGER SERVICES PTY LTD	Provision of Ranger Services - Apr 26	1,980.00
EFT18332	30/04/2026	DOMAIN DIGITAL	IT Services -Apr 26	2,976.05
EFT18333	30/04/2026	Aquatic Services WA	Supply & Replacement of Filters at Aquatic Centre	25,745.50
EFT18334	30/04/2026	Maximum Drainage	Drainage works Pithara East Road	29,491.55
EFT18335	30/04/2026	CORSIGN WA	Posts & caps	7,000.40
EFT18336	30/04/2026	Murray River North Pty Ltd T/as TR Homes	Final Progress claim - 68A & B Annetts Road	2,733.28
EFT18337	30/04/2026	Speciale Smash Repairs	Insurance Excess - DL9346	500.00
EFT18338	30/04/2026	FULCHER CONTRACTORS PTY LTD	Water Cart Hire - Apr 26	9,328.00
EFT18339	30/04/2026	LOCAL GOVERNMENT PROFESSIONALS AUSTRALIA WA	Introduction to Governance in Local Government training D Whitehead	500.00
				1,908,377.22

DIRECT DEBITS FOR THE MONTH OF APRIL 2026

Chq/EFT	Date	Name	Description	Amount
DD18743.1	09/04/2026	Precision Administration Services Pty Ltd	Super contributions pe 070426	14,363.09
DD18759.1	23/04/2026	Precision Administration Services Pty Ltd	Aware Super contributions pe210426	14,184.86
DD18767.1	29/04/2026	BOND ADMINISTRATOR	Bond for 10 Roberts Rd, Dalwallinu	604.00
				29,151.95

UNCONFIRMED

CREDIT CARD PAYMENTS FOR THE MONTH OF APRIL 2026

Chq/EFT	Date	User	Name	Description	Amount
DD18772.1	28/04/2026	Jean Knight	Kmart	Vacuum cleaner for 68C Annetts Road	85.00
	24/04/2026	Jean Knight	Geraldton Mowers	Pole pruner & chain	1763.00
	24/04/2026	Hanna Jolly	The Jaffa Room	Copyright for screening Lilo & Stitch - February 2026	330.00
	22/04/2026	Jean Knight	Ikea Pty Ltd	Wardrobe doors for 1 Wattle Close	245.00
	22/04/2026	Jean Knight	Benara Nurseries	Plants for Leahy Street median strip	809.93
	22/04/2026	Jean Knight	Aussie Broadband	Monthly charge for internet at Dalwallinu Rec Centre	79.00
	20/04/2026	Hanna Jolly	Aldi Stores	Coffee beans for Admin	30.13
	20/04/2026	Hanna Jolly	Starlink	Monthly charge for Starlink satellite Wifi	160.00
	15/04/2026	Jean Knight	Down to Earth Training	White card for employee 382	100.00
	15/04/2026	Jean Knight	Work Health & Safety Foundation	WHS representative refresher	290.00
	15/04/2026	Jean Knight	Richards Tyres Pty Ltd	Puncture repair DL2	60.00
	14/04/2026	Jean Knight	7 Eleven	Fuel for DL2	286.14
	13/04/2026	Jean Knight	WA Newspapers Pty Ltd	Monthly charge for on-line newspapers	32.00
	10/04/2026	Hanna Jolly	Work Health & Safety Foundation	WHS representative refresher employee 390	290.00
	09/04/2026	Hanna Jolly	Landgate	Withdrawal of caveat - 85 Kalannie Kulja Road requisition notice fee	108.30
	07/04/2026	Hanna Jolly	ChargeFox Pty Ltd	EV Charging Station management fee - March 2026	82.52
	02/04/2026	Hanna Jolly	Landgate	Cost to withdraw Caveat & Lease on 85 Kalannie Kulja Road	649.80
	01/04/2026	Hanna Jolly	Bunnings Group Ltd	2x Powershield UPS for Admin	313.30
	31/03/2026	Hanna Jolly	Kmart	Craft supplies for School Holiday program	128.00
	27/03/2026	Jean Knight	Shire of Dalwallinu	Heavy vehicle learners permit for employee 438	150.80
	27/03/2026	Hanna Jolly	The Good Guys	Descaler & filter for Admin coffee machine	58.00
					6,050.92

CHARGE CARDS PAYMENTS FOR THE MONTH OF APRIL 2026

Chq/EFT	Card Name	Card Type	Date	User	Description	Amount
EFT18263	Wex Australia Pty	Fuel Card	16/03/2026	Darren Streets	Fuel for DL 186	89.05
			16/03/2026	Darren Streets	Fuel for DL 186	70.50
			28/02/2026	Jean Knight	Fuel for DL 2 (CEO)	141.11
			04/03/2026	Jean Knight	Fuel for DL 2 (CEO)	113.19
			10/03/2026	Jean Knight	Fuel for DL 2 (CEO)	176.64
			21/03/2026	Jean Knight	Fuel for DL 2 (CEO)	105.80
			01/03/2026	Olufemi Onikola	Fuel for DL 89 (Doctor)	58.77
			02/03/2026	Olufemi Onikola	Fuel for DL 89 (Doctor)	49.44
			12/03/2026	Olufemi Onikola	Fuel for DL 89 (Doctor)	60.77
			15/03/2026	Olufemi Onikola	Fuel for DL 89 (Doctor)	99.38
			20/03/2026	Olufemi Onikola	Fuel for DL 89 (Doctor)	65.75
			22/03/2026	Olufemi Onikola	Fuel for DL 89 (Doctor)	72.47
			27/03/2026	Olufemi Onikola	Fuel for DL 89 (Doctor)	67.84
			30/03/2026	Olufemi Onikola	Fuel for DL 89 (Doctor)	72.36
			28/02/2026	Hanna Jolly	Fuel for DL 131 (MCS)	98.14
			09/03/2026	Hanna Jolly	Fuel for DL 131 (MCS)	99.50
			14/03/2026	Hanna Jolly	Fuel for DL 131 (MCS)	87.72
			21/03/2026	Hanna Jolly	Fuel for DL 131 (MCS)	116.94
			02/03/2026	Rodney Broad	Fuel for DL 281 (WS)	69.37
			22/03/2026	Rodney Broad	Fuel for DL 281 (WS)	150.00
			02/03/2026	Douglas Burke	Fuel for DL 492 (MPDS)	61.45
			10/03/2026	Douglas Burke	Fuel for DL 492 (MPDS)	59.21
			11/03/2026	Douglas Burke	Fuel for DL 492 (MPDS)	30.99
			19/03/2026	Douglas Burke	Fuel for DL 492 (MPDS)	40.58
			10/03/2026	Damien Thorpe	Fuel for DL 102 (Cleaner)	58.83
			19/03/2026	Damien Thorpe	Fuel for DL 102 (Cleaner)	70.02
			04/03/2026	David Hughes	Fuel for sundry plant	154.23
			16/03/2026	David Hughes	Fuel for sundry plant	142.36
			25/03/2026	David Hughes	Fuel for sundry plant	150.50
			26/03/2026	David Hughes	Fuel for sundry plant	66.35
			26/03/2026	David Hughes	Fuel for sundry plant	150.50
EFT18284	Bunnings Trade	Store Card	28/03/2026	Sheree Sundstrom	Cleaning supplies	35.12
			14/03/2026	Sheree Sundstrom	Fencing steel post for 11A Anderson Way	155.60
			14/03/2026	Sheree Sundstrom	Screws, pine & formply for Sewerage Scheme	365.16
			14/03/2026	Sheree Sundstrom	Formply for Sewerage Scheme	90.25
			13/03/2026	Sheree Sundstrom	Return garage opener for Rec Centre	-379.05
						3116.84

Shire of Dalwallinu Municipal Account

**Payroll
April 2026**

09/04/2026	Payroll fortnight ending 09/04/2026	\$ 68,390.69
23/04/2026	Payroll fortnight ending 23/04/2026	\$ 68,393.00
	TOTAL	<u>\$ 136,783.69</u>

**Bank Fees
April 2026**

15/04/2026	Bpay Transaction Fee (Muni)	\$ 135.63
02/04/2026	CBA Merchant Fee (Muni)	\$ 1,018.63
15/04/2026	CBA Transfer Fees	\$ 46.20
15/04/2026	CBA Account Service Fee	\$ 66.00
	TOTAL	<u>\$ 1,266.46</u>

**Direct Debit Payments
April 2026**

	Superannuation Payments (Pay endings 09/04/2026 & 23/04/2026)	\$ 28,547.95
29/04/2026	Credit Card Payments	\$ 6,050.92
09/04/2026	Loan Payment 157-2 - Dalwallinu Discovery Centre	\$ 35,749.43
29/04/2026	Bond Administrator - Housing Bonds	\$ 604.00
1-30/04/2026	Payments to Department of Transport Licensing	\$ 128,602.40
	TOTAL	<u>\$ 199,554.70</u>



053

SHIRE OF DALWALLINU

SHIRE OF DALWALLINU

Facility number	xxxx xxxx xxxx xxxx
Statement period	27 Mar 2026 - 28 Apr 2026
Next statement end date	27 May 2026

ENQUIRIES 13 1576

24 hours a day, 7 days a week



Account summary

Facility credit limit	\$20,000.00
Total number of accounts	2
Accounts active this period	2

Your payment

Your AutoPay amount of \$6,050.92 will be deducted from your account xxxxxx-xxxxxxx on 29 Apr 2026.

Transactions

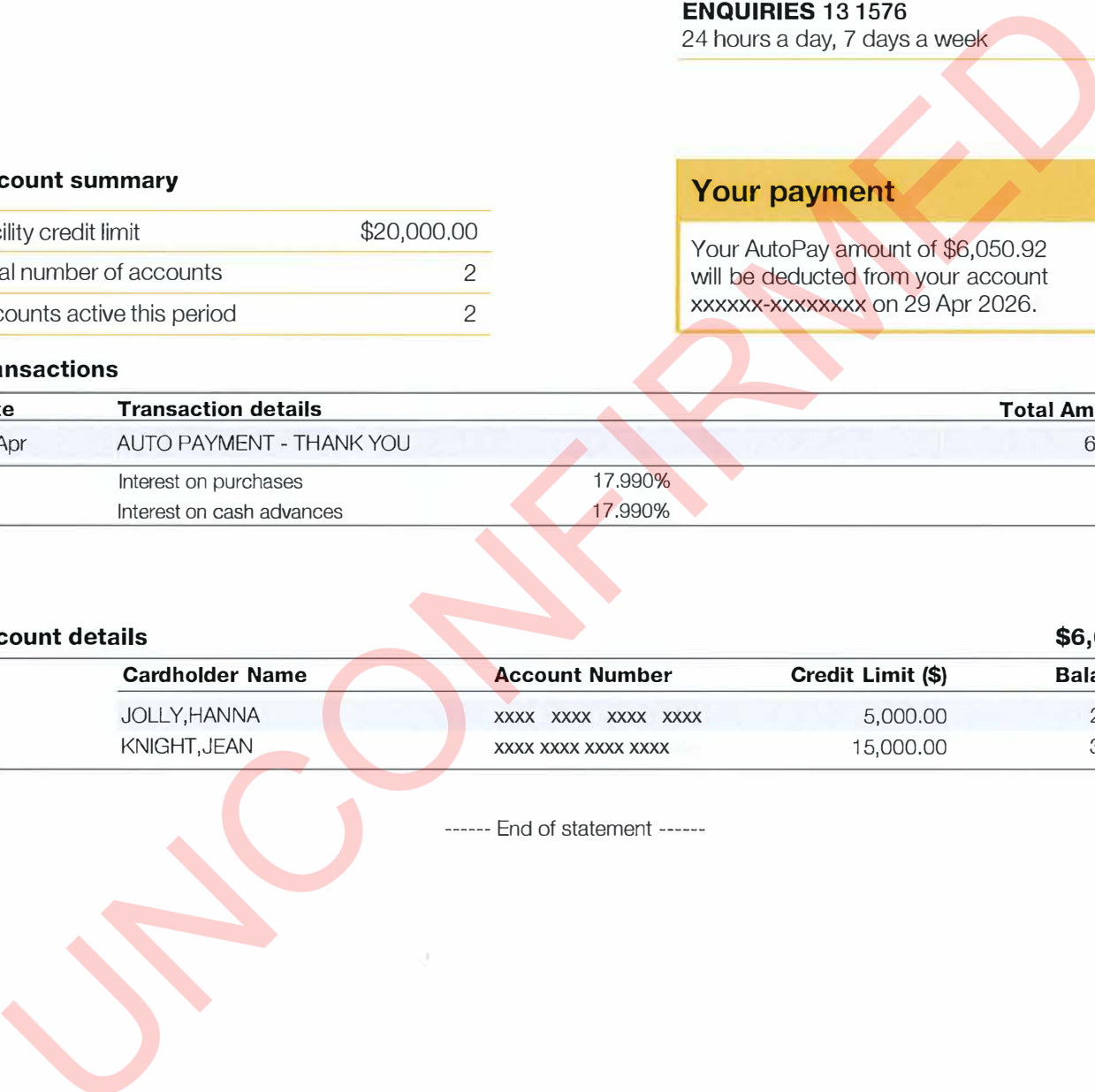
Date	Transaction details	Total Amount (\$)
28 Apr	AUTO PAYMENT - THANK YOU	6,050.92-
	Interest on purchases	17.990% 0.00
	Interest on cash advances	17.990% 0.00

Account details

\$6,050.92

Cardholder Name	Account Number	Credit Limit (\$)	Balance (\$)
JOLLY,HANNA	xxxx xxxx xxxx xxxx	5,000.00	2,229.05
KNIGHT,JEAN	xxxx xxxx xxxx xxxx	15,000.00	3,821.87

----- End of statement -----



*# 7101.7207.1.1.ZZ396 0913 SL.CR.S111.D118.O.V01.00.06

9.3.2 Monthly Financial Statements for April 2026*

Report Date	26 May 2026
Applicant	Shire of Dalwallinu
File Ref	FM/9 Financial Reporting
Previous Meeting Reference	Nil
Prepared by	Hanna Jolly, Manager Corporate Services
Supervised by	Jean Knight, Chief Executive Officer
Disclosure of interest	Nil
Voting Requirements	Simple Majority
Attachments	Monthly Statements of Financial Activity, Variance Report, Investments Held and Bank Reconciliations

Purpose of Report

Council is requested to receive and accept the Financial Reports for the month end 30 April 2026.

Background

There is a statutory requirement that Financial Reports be recorded in the Minutes of the meeting to which they are presented. The Financial Reports, as circulated, give an overview of the current financial position of the Shire and the status of capital income and expenditure.

Consultation

Nil

Legislative Implications

State

Local Government Act 1995

Local Government (Financial Management) Regulations 1996 s34(1), s19(1)(2) and s34(2)

Policy Implications

Nil

Financial Implications

Nil

General Function Implications

Nil

Strategic Implications

Nil

Site Inspection

Site inspection undertaken: Not applicable

Sustainability & Climate Change Implications

Economic implications

There are no known significant economic implications associated with this proposal.



Social implications

There are no known significant social implications associated with this proposal.

Environmental implications

There are no known significant environmental implications associated with this proposal.

Officer Comment

Financial Reports as at last day of business of the previous month are appended, for the period ending 31 March 2026.

Attached for council's consideration are:

1. Statement of Financial Activity
2. Variance Reports
3. Investments Held
4. Bank Reconciliations

As per Council resolution, all items that have a variance of more than \$10,000 have been noted on the variance reports.

Officer Recommendation/Council Resolution

MOTION 10568

Moved Cr DS Cream
Seconded Cr MM Harms

That the Council accept the Financial Reports as submitted for the month ending 30 April 2026.

CARRIED 7/0

For: President KL Carter, Deputy MM Harms, SC Carter, Cr JL Counsel, Cr DS Cream, Cr S Dawson, Cr S Hickleton

Against: Nil



SHIRE OF DALWALLINU

MONTHLY FINANCIAL REPORT

(Containing the required statement of financial activity and statement of financial position)

For the period ended 30 April 2026

LOCAL GOVERNMENT ACT 1995

LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996

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SHIRE OF DALWALLINU
STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 APRIL 2026

	Supplementary Information	Amended Budget Estimates (a) \$	YTD Budget Estimates (b) \$	YTD Actual (c) \$	Variance* \$ (c) - (b)	Variance* % ((c) - (b))/(b)	Var.
OPERATING ACTIVITIES							
Revenue from operating activities							
General rates	10	3,833,846	3,835,036	3,838,363	3,327	0.09%	
Rates excluding general rates		50,983	50,983	50,982	(1)	(0.00%)	
Grants, subsidies and contributions	14	3,226,504	2,582,005	2,298,655	(283,350)	(10.97%)	▼
Fees and charges		1,452,014	1,328,286	1,309,652	(18,634)	(1.40%)	▼
Interest revenue		374,031	243,943	397,025	153,082	62.75%	▲
Other revenue		100	80	0	(80)	(100.00%)	▼
Profit on asset disposals	6	162,727	32,727	22,386	(10,341)	(31.60%)	▼
		9,100,205	8,073,060	7,917,063	(155,997)	(1.93%)	
Expenditure from operating activities							
Employee costs		(2,931,449)	(2,414,512)	(2,045,975)	368,537	15.26%	▼
Materials and contracts		(3,586,245)	(3,063,883)	(2,503,509)	560,374	18.29%	▼
Utility charges		(495,834)	(412,304)	(361,611)	50,693	12.30%	▼
Depreciation		(6,108,419)	(5,091,443)	(5,019,930)	71,513	1.40%	▼
Finance costs		(93,862)	(93,751)	(65,777)	27,974	29.84%	▼
Insurance		(215,223)	(218,380)	(219,409)	(1,029)	(0.47%)	
Other expenditure		(145,660)	(104,623)	(81,693)	22,930	21.92%	▼
Loss on asset disposals	6	(17,800)	(17,800)	(246,000)	(228,200)	(1282.02%)	▼
		(13,594,492)	(11,416,696)	(10,543,904)	872,792	7.64%	
Non-cash amounts excluded from operating activities	Note 2(b)	5,956,046	5,069,070	5,243,544	174,474	3.44%	▲
Amount attributable to operating activities		1,461,759	1,725,434	2,616,703	891,269	51.65%	
INVESTING ACTIVITIES							
Inflows from investing activities							
Proceeds from capital grants, subsidies and contributions	15	6,232,480	4,857,406	4,866,961	9,555	0.20%	
Proceeds from disposal of assets	6	409,727	409,727	67,841	(341,886)	(83.44%)	▼
		6,642,207	5,267,133	4,934,802	(332,331)	(6.31%)	
Outflows from investing activities							
Payments for property, plant and equipment	5	(1,670,791)	(1,189,445)	(1,119,779)	69,666	5.86%	▼
Payments for construction of infrastructure	5	(9,050,234)	(7,494,218)	(7,224,255)	269,963	3.60%	▼
Amount attributable to investing activities		(4,078,818)	(3,416,530)	(3,409,232)	7,298	0.21%	
FINANCING ACTIVITIES							
Inflows from financing activities							
Transfer from reserves	4	934,489	453,003	453,003	0	0.00%	
		934,489	453,003	453,003	0	0.00%	
Outflows from financing activities							
Repayment of borrowings	11	(214,362)	(214,362)	(214,362)	0	0.00%	
Payments for principal portion of lease liabilities	12	(12,619)	(11,780)	(11,780)	0	0.00%	
Transfer to reserves	4	(1,631,596)	(1,368,063)	(1,368,063)	0	0.00%	
		(1,858,577)	(1,594,205)	(1,594,204)	0	0.00%	
Amount attributable to financing activities		(924,088)	(1,141,202)	(1,141,201)	0	0.00%	
MOVEMENT IN SURPLUS OR DEFICIT							
Surplus or deficit at the start of the financial year		3,541,147	3,541,147	3,541,148	1	0.00%	
Amount attributable to operating activities		1,461,759	1,725,434	2,616,703	891,269	51.65%	▲
Amount attributable to investing activities		(4,078,818)	(3,416,530)	(3,409,232)	7,298	0.21%	
Amount attributable to financing activities		(924,088)	(1,141,202)	(1,141,201)	0	0.00%	
Surplus or deficit after imposition of general rates		0	708,849	1,607,417	898,568	126.76%	▲

KEY INFORMATION

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

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

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

SHIRE OF DALWALLINU
STATEMENT OF FINANCIAL POSITION
FOR THE PERIOD ENDED 30 APRIL 2026

	Supplementary Information	30 June 2026 \$	30 April 2026 \$
CURRENT ASSETS			
Cash and cash equivalents	3	10,061,350	9,975,054
Trade and other receivables		442,048	185,961
Inventories	8	9,260	12,473
TOTAL CURRENT ASSETS		10,512,658	10,173,488
NON-CURRENT ASSETS			
Trade and other receivables		4,175	4,175
Investment in associate	16	139,334	139,334
Property, plant and equipment		38,695,005	38,714,750
Infrastructure		272,601,556	275,626,239
Right-of-use assets		27,219	15,440
TOTAL NON-CURRENT ASSETS		311,467,289	314,499,938
TOTAL ASSETS		321,979,947	324,673,426
CURRENT LIABILITIES			
Trade and other payables	9	565,646	1,011,882
Other liabilities	13	29,293	268,536
Lease liabilities	12	12,618	639
Borrowings	11	214,362	0
Employee related provisions	13	433,815	428,036
TOTAL CURRENT LIABILITIES		1,255,734	1,709,093
NON-CURRENT LIABILITIES			
Lease liabilities	12	15,991	15,991
Borrowings	11	2,472,584	2,472,584
Employee related provisions		41,301	41,301
Other provisions		173,293	173,293
TOTAL NON-CURRENT LIABILITIES		2,703,169	2,703,169
TOTAL LIABILITIES		3,958,903	4,412,262
NET ASSETS		318,021,044	320,261,164
EQUITY			
Retained surplus		62,380,650	63,705,711
Reserve accounts	4	6,189,582	7,104,641
Revaluation surplus		249,450,812	249,450,812
TOTAL EQUITY		318,021,044	320,261,164

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

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY FOR THE PERIOD ENDED 30 APRIL 2026

1 BASIS OF PREPARATION AND SIGNIFICANT ACCOUNTING POLICIES

BASIS OF PREPARATION

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

Local Government Act 1995 requirements

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

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

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

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

THE LOCAL GOVERNMENT REPORTING ENTITY

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

All monies held in the Trust Fund are excluded from the financial statements.

Judgements and estimates

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

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

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

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

SIGNIFICANT ACCOUNTING POLICIES

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

PREPARATION TIMING AND REVIEW

Date prepared: All known transactions up to 12 May 2026

SHIRE OF DALWALLINU
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 APRIL 2026

2 STATEMENT OF FINANCIAL ACTIVITY INFORMATION

(a) Net current assets used in the Statement of Financial Activity	Supplementary Information	Amended Budget Opening 30 June 2025	Last Year Closing 30 June 2025	Year to Date 30 April 2026
		\$	\$	\$
Current assets				
Cash and cash equivalents	3	11,708,133	10,061,350	9,975,054
Trade and other receivables		269,668	442,048	185,961
Inventories	8	18,901	9,260	12,473
		<u>11,996,702</u>	<u>10,512,658</u>	<u>10,173,488</u>
Less: current liabilities				
Trade and other payables	9	(482,763)	(565,646)	(1,011,882)
Other liabilities	13	(11,159)	(29,293)	(268,536)
Lease liabilities	12	(12,061)	(12,618)	(639)
Borrowings	11	(317,147)	(214,362)	0
Employee related provisions	13	(391,047)	(433,815)	(428,036)
Other provisions	13	(702,925)	0	0
		<u>(1,917,102)</u>	<u>(1,255,734)</u>	<u>(1,709,093)</u>
Net current assets		10,079,600	9,256,924	8,464,395
Less: Total adjustments to net current assets	Note 2(c)	(5,620,297)	(5,715,776)	(6,857,065)
Closing funding surplus / (deficit)		4,459,303	3,541,148	1,607,330

(b) Non-cash amounts excluded from operating activities

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

Non-cash amounts excluded from operating activities		Amended Budget	YTD Budget (a)	YTD Actual (b)
		\$	\$	\$
Adjustments to operating activities				
Less: Profit on asset disposals	6	(162,727)	(32,727)	(22,386)
Add: Loss on asset disposals	6	17,800	17,800	246,000
Add: Depreciation		6,108,419	5,091,443	5,019,930
Movement in current employee provisions associated with restricted cash		(7,446)	(7,446)	0
Total non-cash amounts excluded from operating activities		5,956,046	5,069,070	5,243,544

(c) Current assets and liabilities excluded from budgeted deficiency

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

Adjustments to net current assets		Amended Budget Opening 30 June 2025	Last Year Closing 30 June 2025	Year to Date 30 April 2026
		\$	\$	\$
Less: Reserve accounts	4	(6,189,582)	(6,189,582)	(7,104,641)
Add: Current liabilities not expected to be cleared at the end of the year:				
- Current portion of borrowings	11	317,147	214,362	0
- Current portion of lease liabilities	12	12,061	12,618	639
- Current portion of other provisions held in reserve		240,077	246,826	246,937
Total adjustments to net current assets	Note 2(a)	(5,620,297)	(5,715,776)	(6,857,065)

CURRENT AND NON-CURRENT CLASSIFICATION

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

SHIRE OF DALWALLINU
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 APRIL 2026

3 EXPLANATION OF MATERIAL VARIANCES

The material variance thresholds are adopted annually by Council as an indicator of whether the actual expenditure or revenue varies from the year to date actual materially.

The material variance adopted by Council for the 2025-26 year is \$10,000 or 10.00% whichever is the greater.

Description	Var. \$	Var. %	
	\$	%	
Revenue from operating activities			
Grants, subsidies and contributions	(283,350)	(10.97%)	▼
Timing variance		Timing	
Fees and charges	(18,634)	(1.40%)	▼
Timing variance		Timing	
Interest revenue	153,082	62.75%	▲
Investment interest higher than anticipated		Permanent	
Other revenue	(80)	(100.00%)	▼
Timing variance		Timing	
Profit on asset disposals	(10,341)	(31.60%)	▼
Profit on sale of Toyota Prado DL2 less than budgeted		Permanent	
Expenditure from operating activities			
Employee costs	368,537	15.26%	▼
Timing variance		Timing	
Materials and contracts	560,374	18.29%	▼
Various timing variances		Timing	
Utility charges	50,693	12.30%	▼
Various small timing variances		Timing	
Depreciation	71,513	1.40%	▼
Depreciation less than budgeted		Timing	
Finance costs	27,974	29.84%	▼
Timing variance		Timing	
Other expenditure	22,930	21.92%	▼
Various small timing differences			
Loss on asset disposals	(228,200)	(1282.02%)	▼
Disposal of Wubin Golf Course asset not budgeted		Permanent	
Non-cash amounts excluded from operating activities	174,474	3.44%	▲
Depreciation less than budgeted		Timing	
Inflows from investing activities			
Proceeds from disposal of assets	(341,886)	(83.44%)	▼
Timing variance		Timing	
Outflows from investing activities			
Payments for property, plant and equipment	69,666	5.86%	▼
Timing variance - see note 5 for details		Timing	
Payments for construction of infrastructure	269,963	3.60%	▼
Timing variance - see note 5 for details		Timing	
Surplus or deficit after imposition of general rates	898,568	126.76%	▲
Due to variances described above			

SHIRE OF DALWALLINU
SUPPLEMENTARY INFORMATION

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SHIRE OF DALWALLINU
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 APRIL 2026

1 KEY INFORMATION

Funding Surplus or Deficit Components

Funding surplus / (deficit)				
	Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
Opening	\$3.54 M	\$3.54 M	\$3.54 M	\$0.00 M
Closing	\$0.00 M	\$0.71 M	\$1.61 M	\$0.90 M

Refer to Statement of Financial Activity

Cash and cash equivalents		
	\$	% of total
Unrestricted Cash	\$2.87 M	28.8%
Restricted Cash	\$7.10 M	71.2%

Refer to 3 - Cash and Financial Assets

Payables	
	% Outstanding
Trade Payables	100.0%
0 to 30 Days	100.0%
Over 30 Days	0.0%
Over 90 Days	0.0%

Refer to 9 - Payables

Receivables		
	\$	% Collected
Rates Receivable	\$0.08 M	98.2%
Trade Receivable	\$0.10 M	% Outstanding
Over 30 Days		7.7%
Over 90 Days		7.2%

Refer to 7 - Receivables

Key Operating Activities

Amount attributable to operating activities			
Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
\$1.46 M	\$1.73 M	\$2.62 M	\$0.89 M

Refer to Statement of Financial Activity

Rates Revenue		
	\$	% Variance
YTD Actual	\$3.84 M	0.1%
YTD Budget	\$3.84 M	

Refer to 10 - Rate Revenue

Grants and Contributions		
	\$	% Variance
YTD Actual	\$2.30 M	(11.0%)
YTD Budget	\$2.58 M	

Refer to 14 - Grants and Contributions

Fees and Charges		
	\$	% Variance
YTD Actual	\$1.31 M	(1.4%)
YTD Budget	\$1.33 M	

Refer to Statement of Financial Activity

Key Investing Activities

Amount attributable to investing activities			
Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
(\$4.08 M)	(\$3.42 M)	(\$3.41 M)	\$0.01 M

Refer to Statement of Financial Activity

Proceeds on sale		
	\$	%
YTD Actual	\$0.07 M	(83.4%)
Amended Budget	\$0.41 M	

Refer to 6 - Disposal of Assets

Asset Acquisition		
	\$	% Spent
YTD Actual	\$7.22 M	(20.2%)
Amended Budget	\$9.05 M	

Refer to 5 - Capital Acquisitions

Capital Grants		
	\$	% Received
YTD Actual	\$4.87 M	(21.9%)
Amended Budget	\$6.23 M	

Refer to 5 - Capital Acquisitions

Key Financing Activities

Amount attributable to financing activities			
Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
(\$0.92 M)	(\$1.14 M)	(\$1.14 M)	\$0.00 M

Refer to Statement of Financial Activity

Borrowings	
Principal repayments	(\$0.21 M)
Interest expense	(\$0.06 M)
Principal due	\$2.47 M

Refer to 11 - Borrowings

Reserves	
Reserves balance	\$7.10 M
Interest earned	\$0.21 M

Refer to 4 - Cash Reserves

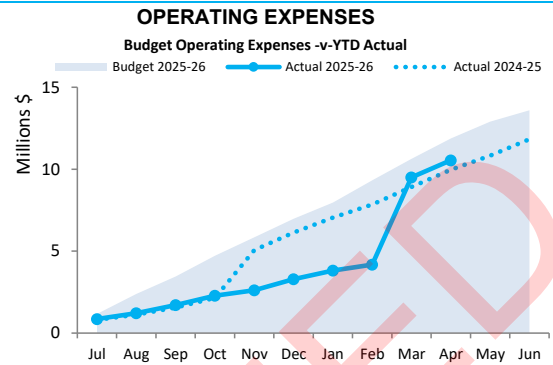
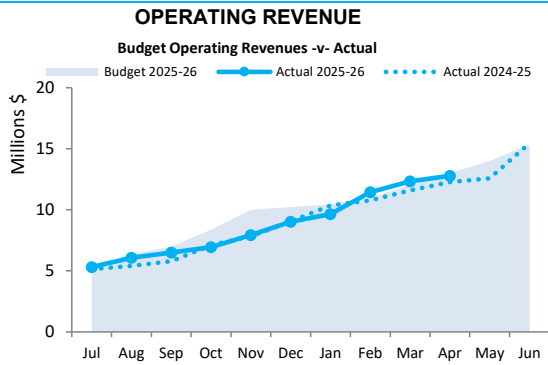
Lease Liability	
Principal repayments	(\$0.01 M)
Interest expense	(\$0.00 M)
Principal due	\$0.02 M

Refer to Note 12 - Lease Liabilities

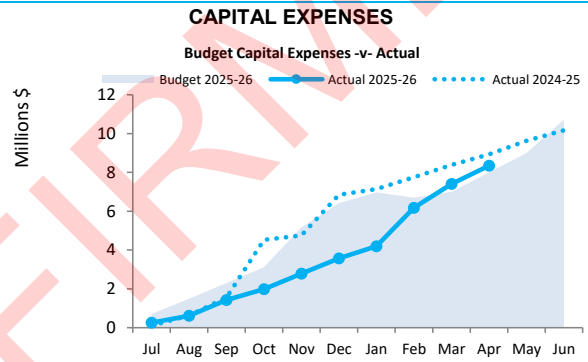
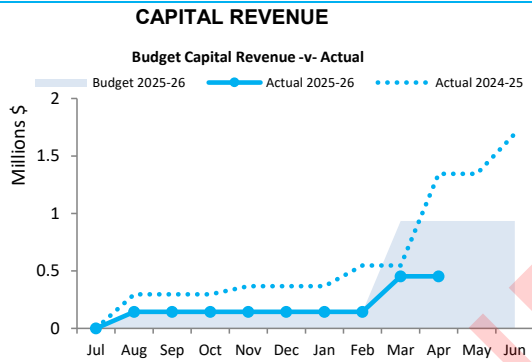
This information is to be read in conjunction with the accompanying Financial Statements and notes.

2 KEY INFORMATION - GRAPHICAL

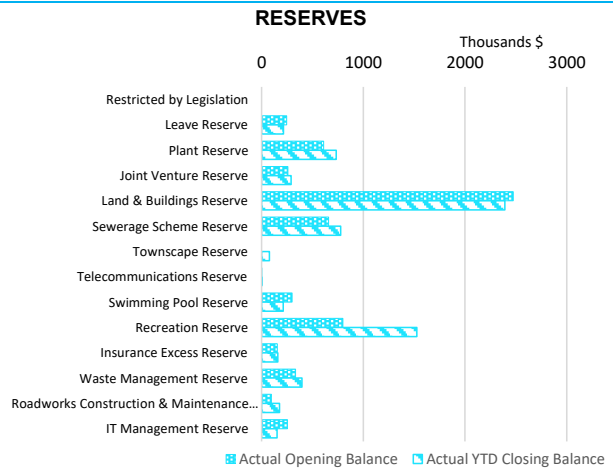
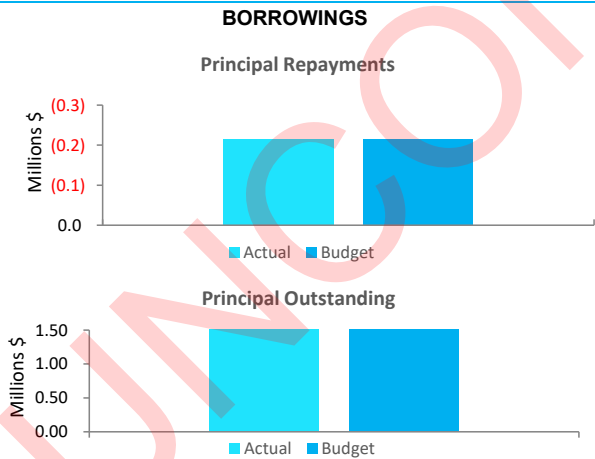
OPERATING ACTIVITIES



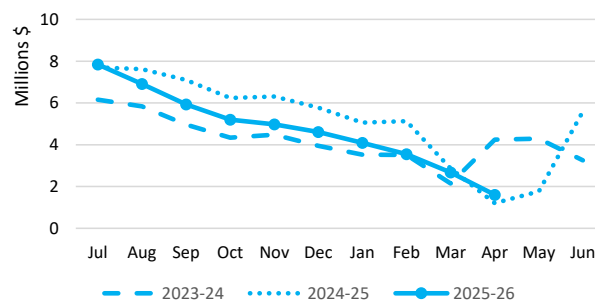
INVESTING ACTIVITIES



FINANCING ACTIVITIES



Closing funding surplus / (deficit)



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

3 CASH AND FINANCIAL ASSETS

Description	Classification	Unrestricted \$	Restricted \$	Total Cash \$	Trust \$	Institution	Interest Rate	Maturity Date
Business Online Saver	Cash and cash equivalents	1,563,783		1,563,783		Bank	3.35%	At call
Municipal Account	Cash and cash equivalents	52,087		52,087		Bank	3.50%	At call
Term Deposit - Reserves	Cash and cash equivalents	0	7,104,641	7,104,641		Bank	4.35%	4/05/2026
Term Deposit - Municipal Exce	Cash and cash equivalents	1,254,293		1,254,293		Bank	4.37%	7/05/2026
Floats Held	Cash and cash equivalents	250		250		Shire float	0.00%	At call
Total		2,870,413	7,104,641	9,975,054	0			
Comprising								
Cash and cash equivalents		2,870,413	7,104,641	9,975,054	0			
		2,870,413	7,104,641	9,975,054	0			

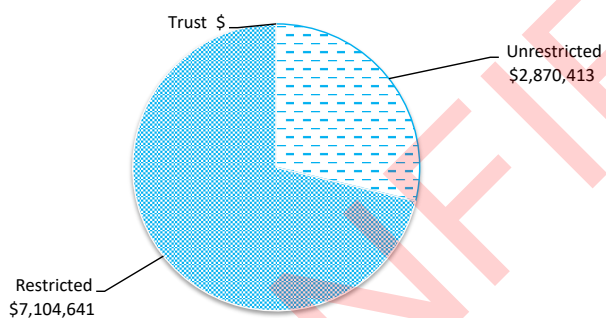
KEY INFORMATION

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

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

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

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



SHIRE OF DALWALLINU
 SUPPLEMENTARY INFORMATION
 FOR THE PERIOD ENDED 30 APRIL 2026

4 RESERVE ACCOUNTS

Reserve name	Budget	Budget	Budget	Budget	Budget	Actual	Actual	Actual	Actual	Actual YTD
	Opening Balance	Interest Earned	Transfers In (+)	Transfers Out (-)	Closing Balance	Opening Balance	Interest Earned	Transfers In (+)	Transfers Out (-)	Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Restricted by Legislation										
Leave Reserve	246,824	8,146	0	(39,117)	215,853	246,824	6,755	0	(39,117)	214,462
Plant Reserve	611,406	20,176	100,000	0	731,582	611,406	21,501	100,000	0	732,907
Joint Venture Reserve	259,716	8,571	21,320	0	289,607	259,716	8,621	21,320	0	289,657
Land & Buildings Reserve	2,473,535	81,627	270,000	(282,814)	2,542,348	2,473,535	74,635	0	(157,961)	2,390,209
Sewerage Scheme Reserve	657,620	21,701	97,433	0	776,754	657,620	22,881	97,433	0	777,934
Townscape Reserve	0	2,475	75,000	0	77,475	0	1,817	75,000	0	76,817
Telecommunications Reserve	553	18	0	0	571	553	17	0	0	570
Swimming Pool Reserve	299,119	9,871	50,000	(499,983)	(140,993)	299,119	10,545	50,000	(147,500)	212,164
Recreation Reserve	800,376	26,412	688,043	0	1,514,831	800,376	37,220	688,043	0	1,525,639
Insurance Excess Reserve	154,326	5,093	0	0	159,419	154,326	4,815	0	0	159,141
Waste Management Reserve	334,648	11,043	50,000	0	395,691	334,648	11,654	50,000	0	396,302
Roadworks Construction & Main	97,665	3,223	73,069	0	173,957	97,665	4,818	73,069	0	175,552
IT Management Reserve	253,794	8,375	0	(112,575)	149,594	253,794	7,919	0	(108,425)	153,288
	6,189,582	206,731	1,424,865	(934,489)	6,886,689	6,189,582	213,198	1,154,865	(453,003)	7,104,641

5 CAPITAL ACQUISITIONS

Capital acquisitions	Amended		YTD Actual	YTD Actual Variance
	Budget	YTD Budget		
	\$	\$	\$	\$
Land - freehold land	59,658	59,658	48,132	(11,526)
Buildings - non-specialised	974,259	498,463	767,241	268,778
Furniture and equipment	55,426	55,426	26,811	(28,615)
Plant and equipment	581,448	575,898	277,594	(298,304)
Acquisition of property, plant and equipment	1,670,791	1,189,445	1,119,779	(69,666)
Infrastructure - roads	7,012,154	5,878,558	6,309,055	430,497
Infrastructure - Other	1,970,635	1,554,060	915,200	(638,860)
Infrastructure - Footpaths	67,445	61,600	0	(61,600)
Acquisition of infrastructure	9,050,234	7,494,218	7,224,255	(409,294)
Total capital acquisitions	10,721,025	8,683,663	8,344,034	(478,960)
Capital Acquisitions Funded By:				
Capital grants and contributions	6,232,480	4,857,406	4,866,961	9,555
Other (disposals & C/Fwd)	409,727	409,727	67,841	(341,886)
Reserve accounts				
Leave Reserve	0	6,895	39,117	32,222
Land & Buildings Reserve	282,814	81,356	157,961	76,605
Townscape Reserve	0	76,849	0	(76,849)
Swimming Pool Reserve	499,983	0	147,500	147,500
Roadworks Construction & Maintenance Reserve	0	131,878	0	(131,878)
IT Management Reserve	112,575		108,425	108,425
Contribution - operations	3,183,446	3,721,378	2,956,229	(765,149)
Capital funding total	10,721,025	9,285,489	8,344,034	(941,455)

SIGNIFICANT ACCOUNTING POLICIES

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

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

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

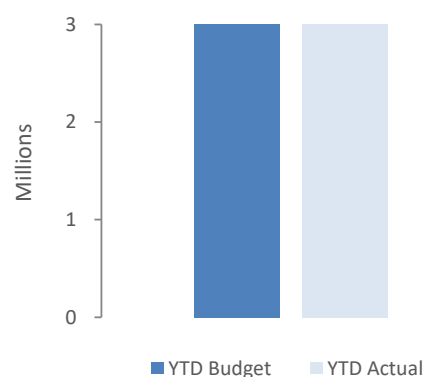
Initial recognition and measurement for assets held at cost

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

Initial recognition and measurement between mandatory revaluation dates for assets held at fair value

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

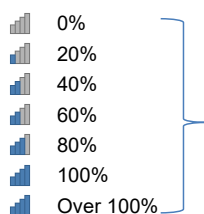
Payments for Capital Acquisitions



5 CAPITAL ACQUISITIONS - DETAILED

Capital expenditure total

Level of completion indicators



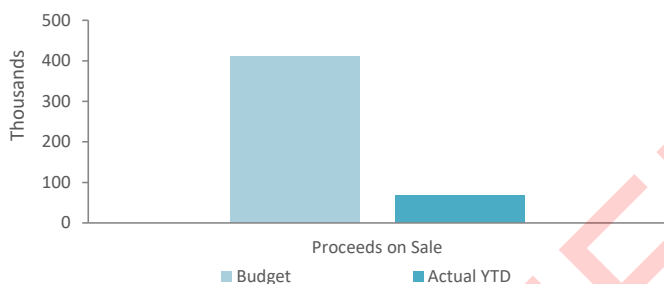
Percentage Year to Date Actual to Annual Budget expenditure where the expenditure over budget highlighted in red.

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

	Account Description	Amended			Variance (Under)/Over
		Budget	YTD Budget	YTD Actual	
		\$	\$	\$	\$
LAND					
	E111837 PUB HALL - Capital Expenditure - Land	59,658	59,658	48,132	11,526
BUILDINGS					
	E053847 OTH LOPS -Capital Expenditure - Buildings Disaster Resilience DF	28,248	28,248	27,892	356
	K89 Dalwallinu Medical Centre - Capital Upgrade	17,255	17,255	17,255	0
	K117 1 Wattle Close, Dalwallinu - FO rates - Capital Upgrade	27,500	27,500	27,544	(44)
	K116 36 Annetts Rd, Dalwallinu - CSO - Capital Upgrade	25,300	25,300	25,300	0
	K123 6B Cousins Rd, Dalwallinu - WM - Capital Upgrade	10,945	10,945	10,945	0
	K151 68A Annetts Road, Dalwallinu (3x2) - Capital Upgrade	119,341	119,341	119,973	(632)
	K152 68B Annetts Road (2x1) - Capital Upgrade	122,876	122,876	122,515	361
	K12 Wilfred Thomas Lodge - Capital Upgrade	84,400	84,400	84,400	0
	K153 Aged Housing Myers St - Capital Upgrade	475,796	0	268,822	(268,822)
	K103 11 A Anderson Way, Dalwallinu - Accountant - Capital Upgrade	8,778	8,778	8,778	0
	K8 Dalwallinu Town Hall - Capital Upgrade	40,797	40,797	40,797	0
	K14 Pioneer House Building Upgrade	13,023	13,023	13,023	0
ROADS					
	E121700 ROAD CON - Regional Road Group	882,556	768,700	739,976	28,724
	E121720 ROAD CON - Roads To Recovery	1,232,813	1,029,328	1,074,733	(45,405)
	E121735 ROAD CON - WSFN	4,042,805	3,368,960	3,774,277	(405,317)
	E121730 ROAD CON - Shire Road Program	347,456	289,490	252,200	37,290
	E121736 ROAD CON - Commodity Route	506,524	422,080	467,869	(45,789)
OTHER INFRASTRUCTURE					
	O36 Sewerage Line Upgrade - Main Line	369,925	369,925	148,175	221,750
	O95 Aquatic Centre Other Infrastructure Upgrade	535,305	535,305	230,675	304,630
	O11 Dalwallinu Oval Capital Upgrades	412,451	412,451	328,324	84,127
	O30 Dalwallinu Playground (Arts Centre) - Capital Upgrade	72,250	72,250	46,552	25,698
	O39 Pithara Park - Capital Upgrade	68,103	68,103	65,610	2,493
	O29 Kalannie Sports Pavilion Other Infrastructure - Capital Upgrade	22,702	22,702	22,702	(0)
	O10 Recreation Precinct Car Park Shelter	24,237	24,237	24,237	0
	O40 Dalwallinu Recreation Precinct Fence - Capital Upgrade	27,087	27,087	27,087	0
	O42 Dalwallinu Multipurpose Courts - Other Infrastructure	22,000	22,000	21,838	162
FOOTPATH CONSTRUCTION					
	F0184 Wasley Street - capital upgrade footpath	73,920	61,600	0	61,600
PLANT & EQUIPMENT					
	E073835 OTH HEALTH - Capital Expenditure - Plant & Equipment	15,262	15,262	15,262	(0)
	E113838 OTH REC - Capital Expenditure - Plant & Equipment	22,200	16,650	5,609	11,041
	DL147 Purchase of Tipper Truck	110,000	110,000	104,136	5,864
	DL9346 Purchase of Prime Mover	270,000	270,000	0	270,000
	CP010 Purchase of Skid Steer Trailer	10,000	10,000	11,695	(1,695)
	CP001 Purchase Sundry Plant	13,150	13,150	0	13,150
	E145801 ADMIN - CEO's Vehicle DL 2	78,000	78,000	78,056	(56)
	E145802 ADMIN - MCS Vehicle - DL 131	62,836	62,836	62,836	0
FURNITURE & FIXTURES					
	E073846 OTH HEALTH - Capital Expenditure Furniture & Equipment	27,016	27,016	26,811	205
	E145805 ADMIN - Capital Expenditure - Furniture & Equipment	28,410	28,410	0	28,410
		10,310,925	8,683,663	8,344,034	339,629

6 DISPOSAL OF ASSETS

Asset Ref.	Asset description	Amended Budget				YTD Actual					
		Net Book		Proceeds	Profit	(Loss)	Net Book		Proceeds	Profit	(Loss)
		Value					Value				
		\$	\$	\$	\$	\$	\$	\$	\$	\$	
Land & Buildings											
	Sale of McNeill St lots	75,000	120,000	45,000	0	0	0	0	0	0	
	Sale of Roberts Rd lots	65,000	150,000	85,000	0	0	0	0	0	0	
Plant and equipment											
	Sale of Med Centre Generator	4,000	4,000	0	0	0	5,546	5,546	0	0	
	Sale of DL9346	67,800	50,000	0	(17,800)	0	0	0	0	0	
	Sale of DL487	7,500	12,000	4,500	0	0	0	0	0	0	
	Sale of Skid Steer Trailer	500	2,000	1,500	0	0	0	0	0	0	
	Sale of DL2	35,000	59,000	24,000	0	35,000	49,568	14,568	0	0	
	Sale of DL186	10,000	12,727	2,727	0	10,455	12,727	2,272	0	0	
Other Infrastructure											
	Wubin Golf Course	0	0	0	0	246,000	0	0	(246,000)		
		264,800	409,727	162,727	(17,800)	291,455	67,841	22,386	(246,000)		

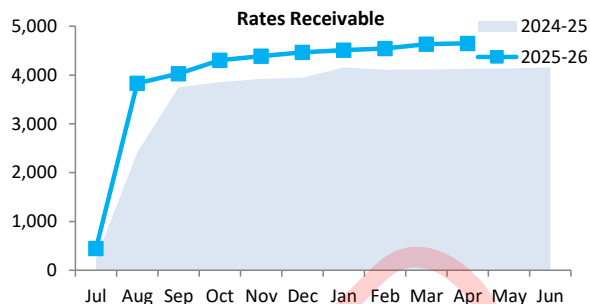


7 RECEIVABLES

4,336,786

Rates receivable

	30 June 2025	30 Apr 2026
	\$	\$
Opening arrears previous years	46,638	39,389
Levied this year	4,336,786	4,695,273
Less - collections to date	(4,344,035)	(4,650,226)
Gross rates collectable	39,389	84,436
Net rates collectable	39,389	84,436
% Collected	99.1%	98.2%



Receivables - general

	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Receivables - general	(1,366)	31,351	175	0	2,342	32,502
Percentage	(4.2%)	96.5%	0.5%	0.0%	7.2%	
Balance per trial balance						
Trade receivables	(1,366)	31,351	175	0	2,342	32,502
GST receivable						69,023
Total receivables general outstanding						101,525

Amounts shown above include GST (where applicable)

KEY INFORMATION

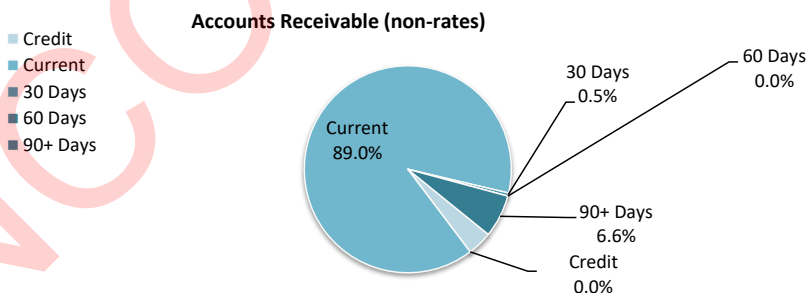
Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods and services performed in the ordinary course of business.

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

Classification and subsequent measurement

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

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



8 OTHER CURRENT ASSETS

Other current assets	Opening Balance 1 July 2025	Asset Increase	Asset Reduction	Closing Balance 30 April 2026
	\$	\$	\$	\$
Inventory				
Inventories Fuel & Materials	9,260	223,517	(220,304)	12,473
Total other current assets	9,260	223,517	(220,304)	12,473

Amounts shown above include GST (where applicable)

KEY INFORMATION

Inventory

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

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

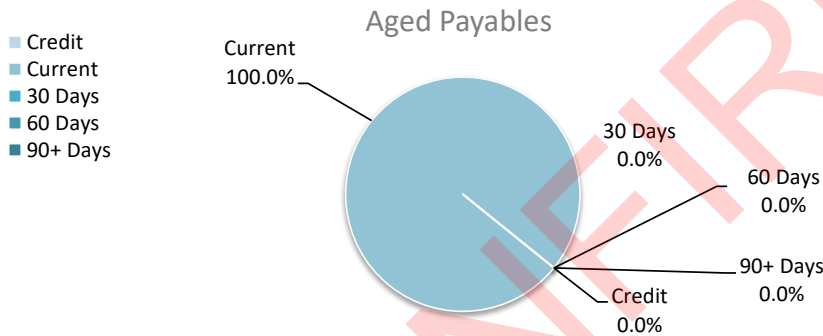
9 PAYABLES

Payables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Payables - general	0	938,705	389	0	0	939,094
Percentage	0.0%	100.0%	0.0%	0.0%	0.0%	
Balance per trial balance						
Sundry creditors	0	945,141	389	0	0	945,530
Accrued salaries and wages						(2,687)
Accrued interest on loans						41,192
Bonds & Deposits Held						27,847
Total payables general outstanding						1,011,882

Amounts shown above include GST (where applicable)

KEY INFORMATION

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



10 RATE REVENUE

General rate revenue

RATE TYPE	Rate in	Number of	Rateable	Rate	Budget	Total	Rate	YTD Actual	Total
	\$ (cents)	Properties	Value	Revenue	Interim	Revenue	Revenue	Interim	Revenue
				\$	\$	\$	\$	\$	\$
Gross rental value									
Gross Rental Value	0.083440	402	6,391,982	533,347	0	533,347	533,347	3,076	536,423
Unimproved value									
Unimproved Value	0.008710	358	381,939,500	3,323,878	1,725	3,325,603	3,326,693	2,405	3,329,098
Sub-Total		760	388,331,482	3,857,225	1,725	3,858,950	3,860,040	5,481	3,865,521
Minimum payment									
Gross rental value									
GRV - Dalwallinu	666	36	149,590	23,976	0	23,976	23,976	0	23,976
GRV - Kalannie	666	33	182,697	21,978	0	21,978	21,978	0	21,978
GRV - Other Towns	666	75	292,999	49,950	0	49,950	49,950	0	49,950
Unimproved value									
UV - Rural	776	38	1,305,689	29,488	0	29,488	29,488	0	29,488
UV - Mining	776	29	322,206	22,504	0	22,504	22,504	761	23,265
Sub-total		211	2,253,181	147,896	0	147,896	147,896	761	148,657
Discount						(173,000)			(175,815)
Amount from general rates						3,833,846			3,838,363
Ex-gratia rates						50,983			50,982
Total general rates						3,884,829			3,889,345

11 BORROWINGS

Repayments - borrowings

Information on borrowings	Loan No.	New Loans			Principal Repayments		Principal Outstanding		Interest Repayments	
		1 July 2025	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
Particulars		\$	\$	\$	\$	\$	\$	\$	\$	\$
Dalwallinu Discovery Centre	157	271,804	0	0	(65,648)	(65,648)	206,156	206,156	(5,346)	(5,851)
Dalwallinu Recreation Centre	159	2,334,035	0	0	(67,607)	(67,607)	2,266,428	2,266,428	(59,235)	(86,518)
Bell St Subdivision	160	81,107	0	0	(81,107)	(81,107)	-0	0	(224)	(449)
Total		2,686,946	0	0	(214,362)	(214,362)	2,472,584	2,472,584	(64,805)	(92,818)
Current borrowings		214,362					0			
Non-current borrowings		2,472,584					2,472,584			
		2,686,946					2,472,584			

All debenture repayments were financed by general purpose revenue.

KEY INFORMATION

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

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

12 LEASE LIABILITIES

Movement in carrying amounts

Information on leases Particulars	Lease No.	1 July 2025	New Leases		Principal Repayments		Principal Outstanding		Interest Repayments	
			Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
		\$	\$	\$	\$	\$	\$	\$	\$	
Gymnasium Equipment	E6N0162493	17,964	0	0	(8,603)	(8,785)	9,361	9,179	(617)	(617)
Administration Photocopiers	Ricoh	10,646	0	0	(3,176)	(3,834)	7,470	6,812	(356)	(427)
Total		28,610	0	0	(11,780)	(12,619)	16,830	15,991	(973)	(1,044)
Current lease liabilities		12,618					639			
Non-current lease liabilities		15,991					15,991			
		28,609					16,630			

All lease repayments were financed by general purpose revenue.

KEY INFORMATION

At inception of a contract, the Shire assesses if the contract contains or is a lease. A contract is or contains a lease, if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration. At the commencement date, a right of use asset is recognised at cost and lease liability at the present value of the lease payments that are not paid at that date. The lease payments are discounted using that date. The lease payments are discounted using the interest rate implicit in the lease, if that rate can be readily determined. If that rate cannot be readily determined, the Shire uses its incremental borrowing rate.

All contracts classified as short-term leases (i.e. a lease with a remaining term of 12 months or less) and leases of low value assets are recognised as an operating expense on a straight-line basis over the term of the lease.

13 OTHER CURRENT LIABILITIES

	Note	Opening Balance 1 July 2025	Liability transferred from/(to) non current	Liability Increase	Liability Reduction	Closing Balance 30 April 2026
		\$	\$	\$	\$	\$
Other current liabilities						
Other liabilities						
Contract liabilities		29,293	0	5,106,205	(4,866,962)	268,536
Total other liabilities		29,293	0	5,106,205	(4,866,962)	268,536
Employee Related Provisions						
Provision for annual leave		224,951	0	0	0	224,951
Provision for long service leave		208,864	0	0	(5,779)	203,085
Total Provisions		433,815	0	0	(5,779)	428,036
Total other current liabilities		463,108	0	5,106,205	(4,872,741)	696,572

Amounts shown above include GST (where applicable)

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

KEY INFORMATION

Provisions

Provisions are recognised when the Shire has a present legal or constructive obligation, as a result of past events, for which it is probable that an outflow of economic benefits will result and that outflow can be reliably measured. Provisions are measured using the best estimate of the amounts required to settle the obligation at the end of the reporting period.

Employee Related Provisions

Short-term employee benefits

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

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

Other long-term employee benefits

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

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

Contract liabilities

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

Capital grant/contribution liabilities

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

14 GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Unspent grant, subsidies and contributions liability					Grants, subsidies and contributions revenue		
	Liability	Increase in Liability	Decrease in Liability (As revenue)	Liability	Current Liability	Amended Budget	YTD	YTD
	1 July 2025			30 Apr 2026	30 Apr 2026	Revenue	Budget	Revenue
	\$	\$	\$	\$	\$	\$	\$	\$
Grants and subsidies								
General Purpose Grant - WA Government	0	0	0	0	0	1,271,353	953,514	953,514
Untied Roads Grant - WA Government	0	0	0	0	0	781,818	586,362	586,364
DFES Operating Grant	0	0	0	0	0	76,216	57,162	76,216
Direct Grant - Main Roads	0	0	0	0	0	437,158	437,158	437,158
	0	0	0	0	0	2,566,545	2,034,196	2,053,252
Contributions								
Collection of Legal Costs	0	0	0	0	0	20,000	16,666	8,574
Miscellaneous Reimbursements - GOV	0	0	0	0	0	1,300	980	458
Miscellaneous Reimbursements - HEALTH	0	0	0	0	0	8,219	6,843	8,080
Miscellaneous Reimbursements - PRE SCHOOL	0	0	0	0	0	17,265	14,383	10,390
Miscellaneous Reimbursements - OTH WELFARE	0	0	0	0	0	200	150	0
Miscellaneous Reimbursements - STAFF HOUSING	0	0	0	0	0	12,130	10,108	11,057
Miscellaneous Reimbursements - OTH HOUSING	0	0	0	0	0	16,157	13,456	8,534
Miscellaneous Reimbursements - SEW	0	0	0	0	0	1,000	1,000	0
Miscellaneous Reimbursements - OTH COM	0	0	0	0	0	1,976	1,640	2,686
Containers Deposit Scheme Income	0	0	0	0	0	1,000	830	1,175
Collection Metal Rubbish	0	0	0	0	0	250	250	0
Miscellaneous Reimbursements - REC & CUL	0	0	0	0	0	365,782	304,791	29,440
Miscellaneous Reimbursements - ROAD MAIN	0	0	0	0	0	500	410	254
Street Light Contribution - Main Roads	0	0	0	0	0	5,500	4,580	6,044
Miscellaneous Reimbursements - ECON SERV	0	0	0	0	0	76,104	63,405	40,829
Miscellaneous Reimbursements - OTH PRO & SERV	0	0	0	0	0	65,597	52,513	58,108
Fuel Rebates - ATO	0	0	0	0	0	45,000	37,495	48,398
Parental Leave Reimbursements - ADMIN	0	0	0	0	0	21,979	18,309	11,377
	0	0	0	0	0	659,959	547,809	245,404
TOTALS	0	0	0	0	0	3,226,504	2,582,005	2,298,655

15 CAPITAL GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Capital grant/contribution liabilities				Capital grants, subsidies and contributions revenue			
	Liability 1 July 2025	Increase in Liability	Decrease in Liability (As revenue)	Liability 30 Apr 2026	Current Liability 30 Apr 2026	Amended Budget Revenue	YTD Budget	YTD Revenue Actual
	\$	\$	\$	\$	\$	\$	\$	\$
Capital grants and subsidies								
DFES LG Resilience Fund Grant	0	0	0	0	0	29,293	29,293	29,293
CSRFF Grant - SWIM	0	0	0	0	0	147,467	0	69,085
Club Night Light Program Grant - OTH REC	0	0	0	0	0	200,000	0	164,162
Main Roads - Regional Road Group ROAD CON	0	0	0	0	0	588,372	588,372	423,934
Dept. Infr. - Roads to Recovery ROAD CON	0	0	0	0	0	1,156,926	1,156,926	1,002,610
Main Roads - Wheatbelt Secondary Freight Program ROAL	0	0	0	0	0	3,773,188	2,829,891	2,908,090
Main Roads - Commodity Route ROAD CON	0	0	0	0	0	337,235	252,924	269,788
	0	0	0	0	0	6,232,481	4,857,406	4,866,961

UNCONFIRMED

**SHIRE OF DALWALLINU
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 APRIL 2026**

16 INVESTMENT IN ASSOCIATES

(a) Investment in associate

Aggregate carrying amount of interests in Local Government House accounted for using the equity method are reflected in the table below.

Carrying amount at 1 July
Carrying amount at 30 June

Amended Budget Revenue	YTD Budget	YTD Revenue Actual
\$	\$	\$
0	0	139,334
0	0	139,334

SIGNIFICANT ACCOUNTING POLICIES

Investments in associates

An associate is an entity over which the Shire has the power to participate in the financial and operating policy decisions of the investee but not control or joint control of those policies.

Investments in associates are accounted for using the equity method. The equity method of accounting, is whereby the investment is initially recognised at cost and adjusted thereafter for the post-acquisition change in the Shire's share of net assets of the associate. In addition, the Shire's share of the profit or loss of the associate is included in the Shire's profit or loss.

Shire of Dalwallinu Bank Reconciliation as at 30 April 2026


Balance as per General Ledger as at 1 April 2026 /				
A910000 - Municipal Fund	51,156.59 ✓			
A910001 - Telenet Saver	1,907,416.04 ✓	1,958,572.63		1,958,572.63
Add Cash Receipts				
Daily Receipts		772,095.95 ✓		
BPAY Receipts		24,351.58		
Interest Received		6,831.73		
Transfer from Muni Excess Funds Term Deposit		1,100,000.00		
				1,903,279.26
Less Cash Payments				3,861,851.89
EFT Payments - Payroll		136,783.69		
EFT Payments (EFT18204-EFT18339) ✓		1,908,377.22 ✓		
Direct Debit - Credit Cards (DD18772.1)		6,050.92		
Direct Debit - Housing Bonds (DD118767.1)		604.00		
Direct Debit - Superannuation Payments		28,547.95		
Bank Fees		1,266.46		
Loan Payments Loan 157-2 Dalwalinu Discovery Centre		35,749.43		
Direct Debit - Payment to DoT		128,602.40		
				2,245,982.07
Balance as per General Ledger as at 30 April 2026 /				
A910000 - Municipal Fund	52,087.27 ✓			
A910001 - Telenet Saver	1,563,782.55 ✓			
		1,615,869.82	0.00	1,615,869.82
Add				
Less				
Banking 30/04/2026, received on 01/05/2026				548.50 ✓
				1,615,321.32
Balance as per Bank Statements as at 30 April 2026 /				
CBA Muni Cheque Account - xxxx379		51,538.77 ✓		
CBA Business Online Saver - xxxx395		1,563,782.55 ✓	0.00	1,615,321.32

Prepared by



7/5/2026

Reviewed by



11/5/2026

Shire of Dalwallinu Trust Bank Reconciliation as at 30 April 2026

Balance as per General Ledger as at 1 April 2026 ✓ 2T9900000 - Trust Fund	0.00	0.00		0.00
Add Cash Receipts				0.00
Less Cash Payments		0.00		0.00
Balance as per General Ledger as at 30 April 2026 ✓ 2T9900000 - Trust Fund	0.00	0.00	0.00	0.00
Add				
Less				
Balance as per Bank Statements as at 30 April 2026				0.00
2T9900000 - Trust Fund		0.00	0.00	0.00

Prepared by



6/5/2026

Reviewed by



11/5/2026

9.3.3 Schedule of Fees and Charges 2026-2027*

Report Date	26 May 2026
Applicant	Shire of Dalwallinu
File Ref	FM/11 – Budgeting Allocations
Previous Meeting Reference	Nil
Prepared by	Hanna Jolly, Manager Corporate Services
Supervised by	Jean Knight, Chief Executive Officer
Disclosure of interest	Nil
Voting Requirements	Absolute Majority
Attachments	Draft Schedule of Fees and Charges 2026-2027

Purpose of Report

Council is requested to review the proposed Shire of Dalwallinu Schedule of Fees and Charges for the 2026-2027 financial year.

Background

Each year a local government authority is required to impose a Schedule of Fees and Charges as part of the annual budget process. Reviewing the schedule prior to budget adoption allows Council time to consider the proposed fees and charges separate to assessing the budget, allowing more time for review. Also, as the 2026-2027 budget will not be adopted prior to 30 June 2026, adoption of the 2026-2027 Schedule of Fees and Charges now will allow them to take effect from 1 July 2026.

Consultation

Chief Executive Officer
Manager Works and Services
Manager Planning and Development Services
Administration Staff

Legislative Implications

State

Local Government Act 1995
Local Government (Financial Management) Regulations 1996
Waste Avoidance and Resource Recovery Act 2007

Policy Implications

Nil

Financial Implications

The schedule of fees and charges, when adopted, sets the level of revenue items contained within the budget.

General Function Implications

Nil

Strategic Implications

Nil



Site Inspection

Site inspection undertaken: Not applicable

Sustainability & Climate Change Implications

Economic implications

There are no known significant economic implications associated with this proposal.

Social implications

There are no known significant social implications associated with this proposal.

Environmental implications

There are no known significant environmental implications associated with this proposal.

Officer Comment

Over the twelve-month period to the end of the March 2026 quarter, the Consumer Price Index (CPI) in Australia increased by 4.6%. This increase has been applied to the 2026–2027 fees and charges; however, some fees and charges have been increased by less than the full CPI to ensure they remain fair and affordable for the community. Council Housing fees have been increased by the full CPI rate of 4.6%, while all community facility hire fees have been increased by 2.3%.

The following new fees and charges are included in the review:

- Page 2 – Sewerage connection application fee
- Page 3 – Unit 1 and Unit 2 Myers Street, Dalwallinu (aged housing)
- Page 4 – Controlled Waste Disposal
- Page 7 – Hire of large inflatable including supervisor for 2hrs
- Page 8 – Pioneer Wall plaque and installation
- Page 9 – Kalannie Caravan Park – storage and shower fees
- Page 9 – Swimming pool enclosures Initial Inspection fee

The following fees are proposed to be removed:

- Page 2 – Waster Water connection and application fee
- Page 7 – Dalwallinu Golf Course reserve hire fee (lease)

An updated Schedule of Fees and Charges is submitted to Council for adoption and inclusion in the budget for the 2026-2027 financial year.



Officer Recommendation/Council Resolution

MOTION 10569

Moved Cr JL Counsel

Seconded Cr SC Carter

That Council adopt the Schedule of Fees and Charges as presented for the financial year 2026-2027, with all Fees and Charges to come into effect as of 1 July 2026.

CARRIED BY ABSOLUTE MAJORITY 7/0

For: President KL Carter, Deputy MM Harms, SC Carter, Cr JL Counsel, Cr DS Cream, Cr S Dawson, Cr S Hickleton

Against: Nil



General Ledger		Unit	2025/26 Charges incl. GST if applicable	2026/27 Charges incl. GST if applicable
Account (Code)	Particulars	Rate		
GENERAL PURPOSE FUNDING				
	Rating			
I 031180.46	Settlement Enquiry - Rates		61.00	62.00
I 031180.46	Settlement Enquiry - Orders & Requisitions		95.00	99.00
I 031172.46	4 Instalment Plan Admin Fee		39.00	42.00
I 031172.46	Adhoc Payment Plan Admin Fee		42.00	42.00
GOVERNANCE				
I 041035.46	Other Charges			
	Copy of Council Minutes	Per month	5.00	5.00
	Other Sundry Charges			
I 145060.46	Shire Maps	Per map	6.00	6.00
I 041037.46	Electoral Rolls	Per copy	13.50	13.50
I 145015.90	Postage/Freight - book & merchandise sales		per Aust Post	per Aust Post
I 132037.46	Shire Merchandise - Travel Cup	each	16.00	16.00
I 132037.46	Shire Merchandise - Coffee Mug	each	12.00	12.00
I 132037.46	Shire Merchandise - Coffee Cup Glass	each	16.00	16.00
I 132037.46	Shire Merchandise - Drink Bottle	each	17.50	17.50
I 132037.46	Shire Merchandise - Black/White Cap	each	14.00	14.00
I 132037.46	Shire Merchandise - Bucket Hat	each	22.00	22.00
I 132037.46	Shire Merchandise - Stubby Cooler	each	6.00	6.00
I 132037.46	Shire Merchandise - Shopping Bag	each	8.00	8.00
I 132037.46	Shire Merchandise - Shire of Dalwallinu Magnet	each	2.50	2.50
I 132037.46	Shire Merchandise - Street Sign Magnet	each	4.00	4.00
I 132037.46	Shire Merchandise - Street Sign Replica Sticker	each	30.00	30.00
I 145020.46	Photocopying - First 4 Copies	Per A4 page	0.90	1.00
	- Each Additional Copy	Per A4 page	0.30	0.30
	- Student Copying of Library Books	Per A4 page	0.30	0.30
	- Colour Copies	Per A4 page	0.90	0.90
	Freedom of Information fees as per the Freedom of Information Regulations 1993 Schedule 1 (as per Freedom of Information Act 1992)			
I 145015.46	Freedom of Information (FOI) Application Fee		30.00	30.00
I 145015.46	FOI - Search Fee	Per hour	30.00	30.00
I 145065.46	Special Series Plate Admin Fees		72.00	75.00

General Ledger		Unit	2025/26	2026/27
Account (Code)	Particulars	Rate	Charges incl. GST if applicable	Charges incl. GST if applicable
LAW, ORDER & PUBLIC SAFETY				
I 051043.43	Bush Fire Infringements			
	These infringement amounts are as fixed by the Bush Fires Act 1954 and regulations			
I 052043.43	Dog Infringements			
	These infringement amounts are as fixed by The Dog Act 1976 and regulations			
I 052046.46	Dog & Cat Pound Fees			
	Shire Impounding Fee	Per dog	100.00	100.00
	Shire Impounding Fee - After Hours	Per dog	130.00	130.00
	Shire Animal Release Fee	Per dog	50.00	50.00
	Shire Pound Sustenance Fee	Per day	20.00	20.00
I 052047.46	Destruction of a Dog Fee	Per dog	50.00	50.00
I 052042.42	Dog Registration Fee			
	These fees are as fixed by the <i>Dog Act</i> 1976 and Regulations			
I 052044.46	Cat Registration Fees			
	These fees are as fixed by the <i>Cat Act 2011</i> and Regulations			
L 930580.00	Bond for Cat cage		100.00	100.00
I 053046.46	Impounded Vehicle/Good Fees			
	Collection of impounded item	per item	500.00	500.00
	Holding fee	daily	15.00	15.00
HEALTH				
I 071042.42	Connection to Sewerage Scheme Fees			
	Waste Water connection fee	Per unit	134.00	137.00
	Waste Water application fee	Per unit	67.00	68.00
	Sewerage Connection Application Fee	Per connection		75.00
I 071042.42	Health Act Fees			
	These fees are as fixed by the Health (Treatment of Sewage and Disposal of Effluent and Liquid Waste) Amendment Regulations 2004		as per Act	as per Act
I 071043.46	Food Act Fees			
	Notification Fee - As per <i>Food Act 2008</i> 110. (3)(c) - Food Regulations 2009	On Commencement	as per Act	as per Act
	Registration Fee - As per <i>Food Act 2008</i> 110. (3)(c) - Food Regulations 2009	On Commencement	as per Act	as per Act
	Re-Inspection Fee	Per inspection	300.00	300.00
I 071042.42	Offensive Trade Fees			
	These fees are as specified in the Health (Offensive Trades) Regulations 1976	As per the regulations		as per Act
I 071042.42	Public Building Fees			
	Public Building Approval	Per Approval	260.00	as per Act
	These fees are as specified in the Health (Public Building) Regulations 1992			
	Request for Service (Inspection by Officer)			
	as per <i>Local Government Act 1995</i> sec 6.18	Per Hour (or part)	132.00	132.00
I 071042.42	Lodging House			
	Registration of Lodging House		180.00	180.00
I 071045.42	Stallholders Fees			
	Daily (<i>Community fundraising organisations are exempt</i>)		50.00	50.00
I 071045.42	Street Traders Licence Fees	Per annum	300.00	300.00

General Ledger		Unit	2025/26 Charges incl. GST if applicable	2026/27 Charges incl. GST if applicable
Account (Code)	Particulars	Rate		
EDUCATION & WELFARE				
	Under Education & Welfare - Community Hire, Schools & P&C hirers for children's functions receive a 50% discount on fees unless otherwise stated			
	**Community hire = Community group that is registered in the Shire of Dalwallinu and function is open for all community			
1081046	Multi Purpose Early Childhood Learning Centre			
	Activity Room (Other Hirers (subject to availability)) (max 4hrs)	Half day	50.00	51.00
	Activity Room (Other Hirers (subject to availability))	Full day	100.00	102.00
	Activity Room Hire Bond - Refundable	Per hire	210.00	210.00
	Key Bond - Refundable	Per key	70.00	70.00
HOUSING				
I 091210.41	Housing Rentals (Staff)			
(STAFF)	(where otherwise not agreed to in employment contracts)			
	Anderson Way (11B) Dalwallinu	Per week	251.00	262.00
	Annetts Road (36) Dalwallinu	Per week	251.00	262.00
	Annetts Road (68A) Dalwallinu	Per week	350.00	366.00
	Annetts Road (68B) Dalwallinu	Per week	290.00	303.00
	Bell Street (3) Dalwallinu	Per week	593.00	620.00
	Cousins Road (6A) Dalwallinu	Per week	326.00	380.00
	Cousins Road (6B) Dalwallinu	Per week	398.00	416.00
	Dowie Street (2) Dalwallinu	Per week	251.00	262.00
	Dowie Street (4) Dalwallinu	Per week	251.00	262.00
	Johnston Street (65) Dalwallinu	Per week	251.00	262.00
	Leahy Street (46) Dalwallinu	Per week	371.00	388.00
	Rayner Street (13) Dalwallinu	Per week	245.00	256.00
	Rayner Street (15) Dalwallinu	Per week	245.00	256.00
	Roberts Road (10) Dalwallinu	Per week	251.00	262.00
	Salmon Gum Place (3) Dalwallinu	Per week	398.00	416.00
	South Street (3) Dalwallinu	Per week	350.00	366.00
	Wattle Close (1) Dalwallinu	Per week	251.00	262.00
	Other Housing Rentals			
I 092411	Non-Employees			
	Anderson Way (11A) Dalwallinu	Per week	287.00	300.00
	Harris Street (8) Dalwallinu (Vet)	Per week	28.00	30.00
	Leahy Street (38) Dalwallinu	Per week	350.00	366.00
	Salmon Gum Place (1) Dalwallinu	Per week	594.00	621.00
	South Street (1) Dalwallinu	Per week	351.00	367.00
	South Street (7) Dalwallinu	Per week	351.00	367.00
	Annetts Road (68C) Dalwallinu - Short term (min 2 nights stay)	Per night	110.00	115.00
	Annetts Road (68C) Dalwallinu - Short term accomodation Emergency accomodation - subject to meeting criteria	Per night	free	free
	Pioneer House room - single	Per week	-	250.00
	Pioneer House room - couple	Per week	-	275.00
I 092414	Joint Venture			
	Rentals subject to Dept of Housing Income Test. All household incomes included			
	Following Rentals Indicative Only			
	James Street (Unit 1/11) Dalwallinu*	Per week	251.00	262.00
	James Street (Unit 2/11) Dalwallinu*	Per week	251.00	262.00
	James Street (Unit 3/11) Dalwallinu	Per week	216.00	226.00
	James Street (Unit 4/11) Dalwallinu	Per week	216.00	226.00
	McLevie Way (6) Dalwallinu	Per week	287.00	300.00
	Prior Street (72) Kalannie	Per week	287.00	287.00
	Rayner Street (21) Dalwallinu	Per week	227.00	237.00
	Rayner Street (23) Dalwallinu	Per week	227.00	237.00
I 092412	Aged Persons Housing			
	*Rentals are calculated as 30% of Total Aged Pensions if Tenant can produce a valid Pensioner Entitlement Card			
	Pioneer Place (8) Dalwallinu*	Per week	184.00	192.00
	Sullivan Lodge Units (3)*	Per week	159.00	166.00
	Wilfred Thomas Lodge Units (2)*	Per week	164.00	172.00
	Unit 1, Myers Street	Per week	-	226.00
	Unit 2, Myers Street	Per week	-	226.00
L 930580	Bonds			
	Unless the rent for the premises exceeds \$1,200 per week, the security bond must not exceed the sum of 4 weeks' rent			
	Pet Bond (if tenant has a pet)	per pet	260.00	260.00

General Ledger		Unit	2025/26	2026/27
Account (Code)	Particulars	Rate	Charges incl. GST if applicable	Charges incl. GST if applicable
COMMUNITY AMENITIES				
I 101047.47	Refuse Removal Charges			
	Once Weekly Service	Per annum	254.00	265.00
	Twice Weekly Service	Per annum	496.00	518.00
	Fortnightly Recycling Service - 240L	Per annum	158.00	165.00
	Fortnightly Recycling Service - 3m3	Per annum	2,806.00	2,935.00
I 102053.46	Refuse Site Charges			
	Household Waste (<i>Kitchen, Food scraps</i>) - dumped in pit	m ³	60.00	62.00
	General Waste (<i>Building, Metal, Green</i>) – not dumped in pit	m ³	46.00	48.00
	Controlled Waste Disposal	Per 1000 litres or part thereof	-	55.00
I 103045.45	Sewage Rates			
	As set by section 41 of the <i>Health Act 1911</i>			
I 103046.46	Septic Tank Pumpouts & Sullage Waste Removal			
	Septic Tank Pump Out			
	- Initial Charge		300.00	314.00
	- Septic Tank Pumpout	Per tank	267.00	279.00
	- Travel Inside Shire (One Way Only)	Per km	4.00	4.20
	- Travel Outside Shire (Both Ways)	Per km	4.00	4.20
	(<i>Minimum travel distance = 15km to dump site</i>)			
	(<i>eg if a property is 50km from Dalwallinu town the total kms would be 50+15=65. 70km from Dalwallinu town and outside of the Shire, the total kms would be 70+70+15=155</i>)			
	Sullage Waste Removal			
	- Initial Charge		319.00	333.00
	- Sullage Waste Removal Charge	Per 500 litres or part thereof	58.00	60.00
	- Travel Inside Shire (One Way Only)	Per km	4.00	4.20
	- Travel Outside Shire (Both Ways)	Per km	4.00	4.20
	(<i>Minimum travel distance = 15km to dump site</i>)			
	(<i>eg if a property is 50km from Dalwallinu town the total kms would be 50+15=65. 70km from Dalwallinu town and outside of the Shire, the total kms would be 70+70+15=155</i>)			
	Portable Toilet Pumpout			
	- Initial Charge		63.00	65.00
	- Portable Toilet Pumpout	Per Toilet	138.00	144.00
	- Travel (Both Ways)	Per km	4.00	4.20
I 102049.46	Asbestos Waste Disposal			
	From Buildings within the Shire (must be wrapped in appropriate plastic - contact Shire for exact processes)	m3	free	free
I 103048.46	Scheme amendment fees calculated by regulation and available on application.			
	Waste water Headworks charges (applicable when the development is to be connected to the Shire Sewerage Scheme) Standard fee per lot/ residential service		2,200.00	2,249.00
	Stormwater Headworks Contribution per lot		573.00	585.00
I 106046.46	Town Planning Fees - Part 1 - Maximum Fixed Fees			
	The fees for town planning are as set under the Planning and Development (Local Government Planning Scheme) Regulations 2000.	as per Act		
I 106190.46	Liquor Licensing Fees			
	Section 39 Certificate	Per Certificate	64.00	64.00
	Section 40 Certificate	Per Certificate	64.00	64.00
	Extended Trading Permit Referrals	Per Referral	64.00	64.00

General Ledger		Unit	2025/26	2026/27
Account (Code)	Particulars	Rate	Charges incl. GST if applicable	Charges incl. GST if applicable
COMMUNITY AMENITIES				
	Cemetery Fees			
I 107046.46	Interment			
	Adult Burial		743.00	760.00
	Child Burial (under 7 years)		528.00	540.00
	Re - Opening Fee (Ordinary Grave)	} plus burial fee	174.00	178.00
	" " (Monumented Grave)		212.00	217.00
I 107047.46	Grant of Right of Burial (25 years) issue or renewal			
	Land for grave 2.4m x 1.2m		114.00	119.00
	Land for grave 2.4m x 2.4m (side by side plots)		170.00	178.00
	Copy of Right of Burial		57.00	59.00
I 107046.46	Additional Burial Services			
	Interment without due notice		74.00	76.00
	Late Interment		74.00	76.00
	Interment (Weekends & Public Holidays)		270.00	276.00
	Grave Digging beyond 1.8m		72.00	74.00
I 107046.46	Exhumation Fees			
	Exhumation Application Fee		528.00	540.00
	Exhumation Fee - Completed by external party		as per actual	as per actual
	Re-interment after Exhumation		345.00	353.00
I 107047.46	Monumental Permit Fees			
	Permit - Headstone Erection		48.00	49.00
	Permit - Monument		48.00	49.00
I 107046.46	Placement of Ashes			
	Disposal of Ashes			
	- Interment of ashes in a family grave	} plus reopening fee	74.00	76.00
	Niche Wall Fees			
	- Purchase of single niche	} additional artwork will incur extra costs	353.00	361.00
	- Purchase of double niche		642.00	657.00
	- Double niche (Second Standard Inscription)		293.00	300.00
	- Plaque only install during the week		86.00	88.00
	- Plaque only install non workday		175.00	179.00
	Interment of Ashes in Niche Wall inc plaque install			
	- Normal workday during the week		120.00	123.00
	- Non workday		245.00	251.00
	Reservations		62.00	63.00
	Cemetery Fees			
I 107047.46	Licences			
	Funeral Directors	Annual	49.00	50.00
	Monumental Workers	Annual	49.00	50.00
	The fees for cemeteries are as set under the <i>Cemeteries Act 1986</i> and Local Laws			
	Public Amenity Fees			
I 107048.46	Dalwallinu Ablution Block			
	Shower - hot water usage	5min	2.00	2.00

General Ledger		Unit	2025/26	2026/27
Account (Code)	Particulars	Rate	Charges incl. GST if applicable	Charges incl. GST if applicable
RECREATION & CULTURE				
	Under Recreation and Culture - Junior Sports, Schools & P&C hirers for children's functions receive a 50% discount on fees unless otherwise stated			
	Community hire = Community group that is registered in the Shire of Dalwallinu and function is open for all community members			
	Hall Hire Fees			
I 111005.44	Fees applicable for - Wubin Hall Supper Room			
I 111003.44	Fees applicable for - Kalannie Hall			
	Commercial/Retail Trade/Businesses	Per Day	261.00	267.00
	Hourly Fee (min hire of 3 hours)	Per hour	36.00	37.00
	Private Functions	Per Day	168.00	172.00
	Hourly Fee (min hire of 3 hours)	Per hour	31.00	32.00
	Community Hire			
	a) Without Entry Charge	Per Day	free	free
	b) With Entry Charge	Per Day	86.00	88.00
I 111001.44	Buntine Fire Shed Training Room - Commercial/Retail	Per Day	83.00	85.00
	Buntine Fire Shed Training Room - Private Functions	Per Day	51.00	52.00
	Buntine Fire Shed Training Room - Community Hire			
	Without Entry Charge		free	free
	With Entry Charge	Per Day	34.00	35.00
I 111004.44	Pithara Supper Room - Commercial/Retail Trade/Businesses	Per Day	86.00	88.00
	Pithara Supper Room - Private Functions	Per Day	53.00	54.00
	Pithara Supper Room - Community Hire			
	Without Entry Charge		free	free
	With Entry Charge	Per Day	35.00	35.00
I 111008.46	Discovery Centre - Community Room			
	> Room Hire w/ no set-up	Per Day	94.00	96.00
	> Room Hire w/ set-up	Per Day	153.00	156.00
	Hall Hire Bonds (incl Community Room) refundable on clear inspection		210.00	210.00
	Key Bond	Per Key	70.00	70.00
I113044.44	Equipment Hire			
	Flatfold Tables / per table	Per day	8.00	8.00
	Chairs / Per chair (cream chairs only)	Per day	1.00	1.00
	Chairs / Per chair (black chairs only)	Per day	2.00	2.00
	Portable Stage (no set up or delivery included. Dance group excluded)	Per day	100.00	100.00
	Equipment Bond		50.00	50.00
I 112046.46	Swimming Pool Fees			
	Gate Admissions			
	Adults, Students & Children (5 - 15 years of age)	Per day	4.00	4.00
	Seniors/Pensioners	Per day	2.50	2.50
	Toddlers (from 0-4 years of age)		free	free
	Spectator Fee	Per day	1.50	1.50
	Multi Entry Booklet (10 x gate entry) - non-refundable	Per booklet	35.00	35.00
	Multi Entry Booklet (20 x gate entry) - non-refundable	Per booklet	60.00	60.00
	Event Entry Fee (eg movie night/disco)		6.00	6.00
	After Hours Usage (2 people needed with Bronze Medallion)	Per 1/2 hour	36.00	37.00
	School - In term Swimming/Carnivals (9am-3pm) - normal school discount is not applicable	Per person	2.50	2.50
I112050.46	Swim School Lessons (1st & 2nd child)	per child/lesson	12.50	13.00
I112050.46	Swim School Lessons (3rd and subsequent child)	per child/lesson	10.50	11.00
I112050.46	Bronze Medallion Course 12hrs (min. 4 participants)	per course	150.00	150.00
I112050.46	Aqua Aerobics Classes booklet (6 & 8-sessions - Inc entry fee)	Per booklet	80.00	75.00
I112050.46	Aqua Aerobics Classes (Inc entry fee)	per class	15.00	15.00
I112050.46	Aqua Aerobics Classes - Senior/Pensioners (Inc entry fee)	per class	7.00	7.00
I112050.46	Private Swimming Lesson	per lesson	65.00	67.00

General Ledger		Unit	2025/26	2026/27
Account (Code)	Particulars	Rate	Charges incl. GST if applicable	Charges incl. GST if applicable
RECREATION & CULTURE				
I 112046.46	Season Tickets			
	<i>Does not cover School Functions (Carnivals, Swimming Lessons), Private Lessons or Events (No discounts available under this section)</i>			
	Adults, Children, Students		155.00	155.00
	Seniors, Pensioners		124.00	124.00
	Family - (4 members of the same family unit)		435.00	435.00
	- Each extra family member		72.00	72.00
	Discount on Season Tickets			
	15 Kilometres and over from Pool -10%			
	1/2 Season (from 1st January) - 50%			
	Exclusive Use (Manager on duty)			
	Main Pool - Morning & Afternoon Hire	Per hour	88.00	90.00
	Main Pool - Night Hire	Per hour	108.00	110.00
	Hire of Large Inflatable	per hire	62.00	63.00
	Hire of Large Inflatable including supervisor for 2hrs	per hire	-	120.00
	Hire of facility to conduct swimming lessons or other water activities (during normal opening hours)	per hour	16.50	17.00
I 113046.44	Reserve Hire Fees			
	Dalwallinu Golf Course		167.00	167.00
I 113044.44	Dalwallinu Recreation Centre			
	Full Complex			
	(8am - midnight)	Daily	895.00	915.00
	Basketball Court			
	(8am - midnight)	Daily	238.00	243.00
		Hourly	71.00	72.00
	Basketball Court incl. Kitchen/Bar	Daily	373.00	381.00
	Main Hall (previously Oval Room)			
	(8am - midnight)	Daily	298.00	304.00
		Hourly	77.00	78.00
	Main Hall incl. Kitchen/Bar	Daily	426.00	435.00
	Meeting Room or Foyer Only	Daily	95.00	97.00
	Meeting Room or Foyer incl. Kitchen/Bar	Daily	178.00	182.00
	Kitchen/Bar Only	Daily	142.00	145.00
	any additional cleaning (minimum 2 hours)	Hourly	90.00	92.00
	Replacement Access Key Card	each	20.00	20.00
	Other Charges			
	Multi-purpose courts light usage	Hourly	20.00	20.00
	Indoor Sports Hire (eg Basketball, Netball)	Per season	778.00	795.00
	- includes use of Outdoor Courts			
	- Limit One Hiring Per Week			
	Junior Sports Hire	Per season	50% of	50% of
	Oval & Changerooms	Daily	243.00	248.00
	Oval	Daily	92.00	94.00
	Hockey Pavilion - Casual Hire	Daily	82.00	83.00
	Outdoor Sports Hire Oval (cricket)	Per season	227.00	232.00
	Squash Court Tokens - non-refundable	half hour	2.50	2.50
	Ag Society & Art Festival (Whole Complex plus Meeting Room up to 10 times)		896.00	916.00
	Dalwallinu Football Club - (All Home Games, Outdoor Training Sessions & Meeting Room up to 5 times)		4,014.00	4,100.00
	Hockey Pavilion - Season Hire	Per season	1,200.00	1,200.00
L930580.00	Recreation Centre Bonds			
	Full Complex	Per hire	450.00	450.00
	Main Hall or Basketball Courts	Per hire	350.00	350.00
	Meeting Room or Foyer	Per hire	50.00	50.00
	Hockey Pavilion	Per hire	210.00	210.00
	Oval Bond for commercial use	Per hire	500.00	500.00
	Tennis nets and court poles	Per hire	34.00	34.00
	Any Recreation Centre Key	Per key	70.00	70.00
	Equipment Bond (Microphone, Score Board Remote)	Per mic	100.00	100.00
	Portable BBQ bond (Junior Cricket)	Per hire	200.00	200.00
	<i>Government Agencies are exempt from bonds.</i>			

General Ledger		Unit	2025/26	2026/27
Account (Code)	Particulars	Rate	Charges incl. GST if applicable	Charges incl. GST if applicable
RECREATION & CULTURE				
I 113045.44	Wubin Sports Pavilion			
	Commercial/Retail Trade/Businesses			
	Daily Fee	Daily	238.00	243.00
	Hourly Fee (min hire of 3 hours)	Per hour	35.00	35.00
	Private Functions			
	Daily Fee	Daily	169.00	172.00
	Community Hire			
	a) Without Entry Charge	Daily	Free	Free
	b) With Entry Charge	Daily	60.00	61.00
	Wubin Sports Pavilion Bonds			
	Full Complex	Per hire	210.00	210.00
I 113144.44	Kalannie Sports Pavilion			
	Commercial/Retail Trade/Businesses			
	Daily Fee	Daily	238.00	243.00
	Hourly Fee (min hire of 3 hours)	Per hour	35.00	36.00
	Private Functions			
	Daily Fee	Daily	169.00	172.00
	Community Hire			
	Daily Fee	Daily	60.00	61.00
	Kalannie Sports Pavilion Bonds			
	Full Complex	Per hire	210.00	210.00
	Kalannie Sports Ground			
	Oval & Changerooms	Daily	241.00	246.00
	Oval	Daily	1.00	91.00
	Outdoor Sports Hire (eg Cricket, Hockey)	Per season	227.00	232.00
	- Oval, Changeroom, Kitchen, Viewing Room			
	- Limit One Hiring Per Week			
	Kalannie Football Club - All Home Games and Training Sessions)		1,807.00	1,850.00
I 113043.44	Gymnasium Charges			
	Up front fee	Annual	702.00	702.00
	Up front fee paid by up front payment or direct debit	6 Monthly	390.00	390.00
	Up front fee paid by up front payment or direct debit	3 Monthly	195.00	195.00
	Up front fee paid by direct debit only	Monthly	65.00	65.00
	Up front fee paid by direct debit only	Fortnightly	30.00	30.00
	plus - Access Card fee - non-refundable	one off	15.00	20.00
	Corporate membership (5 memberships - minimum)	Annual	3,000.00	3,000.00
	- Each extra corporate member	Annual	550.00	550.00
	Junior (12-18) must be accompanied by an adult	Annual	260.00	260.00
	Junior (12-18) must be accompanied by an adult	6 Monthly	130.00	130.00
	Junior (12-18) must be accompanied by an adult	3 Monthly	65.00	65.00
	Casual Gymnasium Charges			
	Casual option is for non-shire residents (tourists, contractors and irregular business travellers)			
	Up front fee	Weekly	25.00	25.00
	plus - Access Card fee - refundable	one off	15.00	20.00
	Card Replacement Fee	one off	15.00	20.00
I 116031.46	Other Culture			
	Pioneer Wall Plaque	Per plaque	-	at cost
	Pioneer Wall Plaque installation	one off	-	123.00

General Ledger		Unit	2025/26	2026/27
Account (Code)	Particulars	Rate	Charges incl. GST if applicable	Charges incl. GST if applicable
ECONOMIC SERVICES				
I 132156.46	Kalannie Caravan Park			
	Kalannie Caravan Park - Powered Site	Per night	25.00	26.00
	Kalannie Caravan Park - Non-Powered Site	Per night	15.00	16.00
	Kalannie Caravan Park - Powered Site	Weekly	150.00	157.00
	Kalannie Caravan Park - Non-Powered Site	Weekly	90.00	94.00
	Kalannie Caravan Park - Caravan Storage fee (off sites)	Weekly	-	25.00
	Kalannie Caravan Park - Shower Fee	per use	-	5.00
I 133042.42	Building Control			
	The fees are set in Building Regulations 2012 - Schedule 2 Applications for Building Permit, Demolition Permit, Occupancy Permit and Building Approval Certificate			
I 133042.42	Certificate of Design Compliance	\$1.75/m2	\$305 min fee	\$305 min fee
I 133042.42	Certificate of Construction Compliance	\$1.25/m2	\$80 min fee	\$80 min fee
I 133042.42	Certificate of Building Compliance	\$1.25/m2	\$80 min fee	\$80 min fee
I 133042.42	Bushfire Attack Level Assessment (BAL)	per assessment	400.00	400.00
I 133142.42	Demolition Permit Fee		#	#
I 071046.46	Swimming Pool Enclosures Initial Inspection Fee	Per pool	-	240.00
	Swimming Pool Enclosures Annual Inspection Fee # as defined by statutory regulations	Per pool	58.45	65.00
L930580.00	#Building Services Levy (BSL)	\$	#	#
	#Building Approval Certificate	\$	#	#
	#Unauthorised Building Work	%	#	#
I 145005.39	Includes administration fee of \$5.00 (No GST) # as defined by statutory regulations			5.00
L930580.00	Building Construction Industry Training Fund Levy (0.2% of estimated value including GST)	%	#	#
I 145005.39	\$8.25 Administration Fee (inc GST)		8.25	8.25
I 134046.46	Other Economic Services			
	Water from Standpipes	Per kilolitre or part thereof	11.80	12.50
L 930580	1000 Litres = 1 Kilolitre Swipe Card Bond		50.00	50.00
I 134040.46	Electricity for Electric vehicles	Per kWh	0.57	0.58
	Caravan Park Overflow Charge around Recreation Area	per caravan per night	23.00	24.00
	Highway Signage			
I 135031.31	Highway Signage Sign Display Fee	2 years	154.00	156.00
I 135031.31	Highway Signage Signs Manufacturing Fee	as required	at cost	at cost

General Ledger		Unit	2025/26	2026/27
Account (Code)	Particulars	Rate	Charges incl. GST if applicable	Charges incl. GST if applicable
OTHER PROPERTY & SERVICES				
	Extractive Industries			
I 145015.46	Licence Application Fee		357.00	373.00
I 145015.46	Annual Licence Renewal			
	Excavation less then 1 Hectare		178.00	186.00
	Excavation Greater than 1 Hectare		357.00	373.00
	Secured Sum			
	a) Excavate Sand, Clay etc			
	Rate of Bond per Hectare		1,182.00	1,236.00
	b) Excavate Stone, Gravel etc			
	Rate of Bond per Hectare		1,773.00	1,854.00
	- Licence Transfer Fee		61.00	64.00
	Sales of Stock and Materials			
I 144046.46	- Used Grader Blades	Each	80.00	84.00
	- Used Grader Tyres	Each	160.00	167.00
I 143046.46	- Sand - up to 7m3	m3	28.00	29.00
	- over 7m3	m3	21.00	22.00
	- 5mm, 10mm & 14mm Aggregate ex Stock	m3	95.00	99.00
	- Metal Sweepings	m3	36.00	38.00
	- Used Cement Slabs	Each	3.70	3.90
	- Gravel	Tonne	3.70	3.90
	Delivery and loading not included			
I 141396.46	Private Works Rates			
	Hire of Plant & Equipment - includes Operator (NO dry hire of plant)			
	Staff Hire Rate (All Inclusive - Hourly Rate)	Per hour	cost plus 25% plus GST	cost plus 25% plus GST
	Plant Hire Rate (includes operator)	Per hour	cost plus 25% plus GST	cost plus 25% plus GST
	Private Works based on Cost Plus			
	Cost plus Admin Fee of 12.5%			
	Plus Profit Margin of 12.5%			

9.3.4 Request to reduce Wubin Sports Pavilion fees – Diane Miller*

Report Date	26 May 2026
Applicant	Diane Miller
File Ref	CU/6 – Customer Service Requests
Previous Meeting Reference	Nil
Prepared by	Hanna Jolly, Manager Corporate Services
Supervised by	Jean Knight, Chief Executive Officer
Disclosure of interest	Nil
Voting Requirements	Absolute Majority
Attachments	Email from Diane Miller

Purpose of Report

Council is requested to consider granting a concession on Wubin Sports Pavilion hire fees associated to a Wellness and Craft Weekend organised by Diane Miller (hirer).

This item is brought to Council as Officers have no authority to alter or waive fees and charges.

Background

The applicant has organised Wellness and Craft Weekend for women at the Wubin Sports Pavilion for the past six (6) years. These events are held annually in April/May. The number of attendees for these weekends varies between 15 to 25 women. In some years the event has been advertised locally to encourage wider community participation. The applicant has advised that the venue is well suited to the event. The applicant did query the hot water availability at the Pavilion showers and was advised that the hot water system has been dismantled. Hot water is available in the kitchen and there are no immediate plans to repair the hot water system in the showers as the facility is not used for sports venue anymore.

Wubin Sports Pavilion has been hired to the applicant under the private hire fee category, as the applicant is hiring the venue as a private individual rather than a community group. The current daily fee for a private hire is \$169 per day, compared to the community hire being \$60 per day where an entry fee is charged, or no charge where no entry fee applies.

The applicant has advised the Shire that establishing an incorporated association is not recommended, as only one (1) event is held each year.

Consultation

Chief Executive Officer

Legislative Implications

State

Local Government Act 1995 – section 6.12

Policy Implications

Nil

Financial Implications

Should Council support the officer recommendation, there will a loss of revenue of \$147.00.



General Function Implications

Nil

Strategic Implications

Shire of Dalwallinu Council Plan 2025-2035

Objective 13.2 – Increased healthy affordable food and lifestyle options

Action 13.2.1 – Support community recreation activities and provision of accessible exercise equipment for all ages, children, young adults and seniors.

Site Inspection

Site inspection undertaken: Not applicable

Sustainability & Climate Change Implications

Economic implications

There are no known significant economic implications associated with this proposal.

Social implications

Wellness and Craft activities offer a range of social benefits beyond physical health in the community including social interaction and active community participation.

Environmental implications

There are no known significant environmental implications associated with this proposal.

Officer Comment

Should the Council support the officer recommendation, the following fees would be applicable for the requested hire:

Date	Venue	Fee	29% Concession
TBA annual event	Wubin Sports Pavilion – 3 day hire	169.00 per day	120.00 per day

The applicant has paid the full venue hire fees for the past six (6) years, and the venue has consistently been left in a clean and satisfactory condition following each event.

The applicant has advised that the event has occasionally been advertised to the local community. However, in most years this has not been necessary, as participant numbers are typically filled through word-of-mouth promotion. It is noted that where the events are publicly advertised and open to the wider community, there is a demonstrated community benefit. Conversely, where the events are private in nature, it is not considered appropriate to provide a concession on the hire fees, as the broader community benefit cannot be clearly demonstrated.

It is also to be noted that there are no other alternative venues in Wubin and the usage of the building is rare.



Officer Recommendation/Council Resolution

MOTION 10570

Moved Cr DS Cream

Seconded Cr S Dawson

That Council provide a concession of 29% for the fees associated with the hire of Wubin Sports Pavilion for Diane Miller for the Wellness and Craft weekend in 2027 & 2028, on the proviso that the event is open to the community and advertised locally within the Shire of Dalwallinu.

CARRIED BY ABSOLUTE MAJORITY 7/0

For: President KL Carter, Deputy MM Harms, SC Carter, Cr JL Counsel, Cr DS Cream, Cr S Dawson, Cr S Hickleton

Against: Nil



Deb Whitehead

From: PSI Audio Accounts <accounts@psiaudio.com.au>
Sent: Tuesday, 14 April 2026 8:19 AM
To: Hanna Jolly
Subject: I-COR-30312 - RE: Wubin Sports Pavillion

Follow Up Flag: Follow up
Flag Status: Flagged

Good morning Hanna,

Thank you for your reply,

I would appreciate it if you could take this matter to a special meeting. I hire the Wubin Pavillion on a yearly basis, this year being my 6th year. As the number of ladies that can attend the event varies this is why I have requested a discount. I would like to see if I could get the pavilion for around \$120 a day for a 3 day hire totalling \$360.

The incorporated association that you have recommended is not something that is advisable for my 1 time a year holding this event.

Can you please also forward to me the Invoice for this years hire as I am sure that there will be no special meeting before May.

Thanks again and I look forward to hearing from you.

Kind regards

Dianne Miller



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From: Hanna Jolly <mcs@dalwallinu.wa.gov.au>
Sent: Thursday, 2 April 2026 12:46 PM
To: PSI Audio Accounts [REDACTED]
Subject: FW: Wubin Sports Pavillion

Hi Diane,

Thank you for your email.

The hot water system servicing the showers is currently not operational and has been removed. As there are no current sporting hirers for the Wubin Pavilion, replacement of this system is not considered a priority at this stage. Please note that the kitchen hot water system remains fully operational.

Unfortunately, officers are not authorised to waive fees and charges, as these are set by Council. If you would like, I can present this matter at the next Ordinary Council Meeting for consideration. If so, could you please advise the level of discount you are seeking?

Please also note that fees and charges are typically increased annually in line with CPI.

I would also recommend considering becoming an incorporated association, as this would significantly reduce your hire fees. Currently, the Wubin Pavilion is free for community groups where no entry fee is charged, and \$60 per day where an entry fee applies.

Please let me know how you would like to proceed.

Kind Regards,

Hanna Jolly
Manager Corporate Services

P: (08) 9661 0500

M: 0407 084 318



58 Johnston Street, PO Box 141
DALWALLINU WA 6609

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From: Megan Pipe <cso5@dalwallinu.wa.gov.au>
Sent: Thursday, 2 April 2026 12:20 PM
To: Hanna Jolly <mcs@dalwallinu.wa.gov.au>
Subject: FW: Wubin Sports Pavillion

Kind Regards,

Charlotte Kressmann
Customer Service Officer

P: (08) 9661 0500



58 Johnston Street, PO Box 141
DALWALLINU WA 6609

From: PSI Audio Accounts [REDACTED]
Sent: Thursday, 2 April 2026 12:13 PM
To: Megan Pipe <cso5@dalwallinu.wa.gov.au>
Subject: Wubin Sports Pavillion

Good afternoon,
I hire to entire Wubin Sports Pavillion on a yearly basis the first weekend in May. This year will be my 6th Year of hiring the Pavillion.
In this time we have never had hot running water in the showers, I have never made a scene about this. I run a wellness weekend of craft, laughter for women who need to get away from their day to day activities. Most travel to this event.
As the cost of the Pavillion keeps going up now its \$169 per day (so a total of \$507 for the 3 day hire), I am writing to ask if the shire would be kind enough to discount my hire as I always book for the weekend when I return the key on the Monday. As I said this will be my 6th year of hiring the Pavillion which I must say is perfect for what I aim to achieve each year.

I hope that you will consider my request. I am a home owner in the Shire of Dalwallinu as well.

Kind regards

Dianne Miller 

[REDACTED]
[REDACTED]



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9.3.5 Request to subsidise Dalwallinu Recreation Centre fees – Dalwallinu Community Resource Centre*

Report Date	26 May 2026
Applicant	Dalwallinu Community Resource Centre/Chloe Manning
File Ref	CU/6 – Customer Service Requests
Previous Meeting Reference	Nil
Prepared by	Hanna Jolly, Manager Corporate Services
Supervised by	Jean Knight, Chief Executive Officer
Disclosure of interest	Nil
Voting Requirements	Absolute Majority
Attachments	Email from Chloe Manning

Purpose of Report

Council is requested to consider subsidising Dalwallinu Recreation Centre Main Hall fee associated to a Seniors Community Expo organised as part of Staying in Place Program facilitated by Dalwallinu Community Resource Centre (hirer).

This item is brought to Council as Officers have no authority to alter or waive fees and charges.

Background

The applicant is organising a Seniors Community Expo to be held at the Dalwallinu Recreation Centre on 19 May 2026. The Expo is organised as part of the Staying in Place Program and aims to support senior residents within the community by connecting them with local services, resources and practical aids that promote safe and independent living.

The applicant has requested full subsidy for the Main Hall hire fee of \$298 to help make the event accessible to the community.

Consultation

Chief Executive Officer

Legislative Implications

State

Local Government Act 1995 – section 6.12

Policy Implications

Nil

Financial Implications

Should Council support the officer recommendation, there will a loss of revenue of \$149.00.

General Function Implications

Nil

Strategic Implications

Shire of Dalwallinu Council Plan 2025-2035

Objective 3.2 – Address the needs of seniors

Action 3.2.2 – Assist (where possible) with activities for Seniors.



Site Inspection

Site inspection undertaken: Not applicable

Sustainability & Climate Change Implications

Economic implications

There are no known significant economic implications associated with this proposal.

Social implications

Seniors Community Expo would foster connections and community engagement and provide an opportunity for seniors to engage in activities that would enhance quality of their life.

Environmental implications

There are no known significant environmental implications associated with this proposal.

Officer Comment

Should the Council support the officer recommendation, the following fees would be applicable for the requested hire:

Date	Venue	Fee	50% Concession
19/05/2026	Dalwallinu Recreation Centre – Main Hall	298.00 per day	149.00 per day

This request was received from the applicant on 5 May 2026 and, as the event is scheduled to be held on 19 May 2026, retrospective approval from Council will be required. There have been no previous requests for similar events in the past. The senior activities align with actions set in the Shire's Council Plan for 2025-2035.

While this request would be eligible under the Community Grant Scheme Policy, it was submitted outside the scheme's application period. A 50% concession is consistent with the provisions of the Community Grant Scheme Policy. To the Shire's knowledge, no other funding has been sought for this event.

Officer Recommendation/Council Resolution

MOTION 10571

Moved Cr SC Carter
Seconded Cr JL Counsel

That Council provide a concession of 50% for the fees associated with the hire of the Main Hall at the Dalwallinu Recreation Centre for Seniors Community Expo held on 19 May 2026.

CARRIED BY ABSOLUTE MAJORITY 7/0

For: President KL Carter, Deputy MM Harms, SC Carter, Cr JL Counsel, Cr DS Cream, Cr S Dawson, Cr S Hickleton
Against: Nil



From: Project Officer 2 <Projects2@dalwallinucrc.net.au>
Sent: Tuesday, 5 May 2026 10:03 AM
To: Jean Knight <ceo@dalwallinu.wa.gov.au>
Subject: Seniors Community Expo - Venue Hire Subsidy Request

Good morning Jean,

I'm writing to request support for an upcoming Seniors Community Expo being held on May 19 at the Dalwallinu Rec Centre, pending availability. This expo is predicted to go from about 10.30am to 1.30pm.

This event is being organised on behalf of the Staying In Place program to support older residents in our community by connecting them with local services, resources, and practical aids that promote safe and independent living.

We have confirmed participation from organisations such as Unicare, who will be providing a wide range of equipment for hands-on trials, and Therapy Focus (Occupational Therapists), who will be offering expert advice on caring for the elderly as well as those suffering from mobility restrictions and dementia. The expo will also support local health services by promoting early intervention, increasing awareness of available support, and helping reduce preventable hospital visits and strain on medical services.

To help make this event accessible to the community, I am seeking assistance from the shire to subsidise the recreation centre main hall fee of \$298. I believe this initiative aligns strongly with the Shire's goals around community wellbeing, healthy ageing, and supporting residents to remain independent for longer. I am more than happy to provide more information or arrange a meeting when you're next available.

Thank you for considering this request.

Many thanks,

Chloe Manning

Project Officer & Staying In Place Program Coordinator
Dalwallinu Community Resource Centre



PO Box 327 Dalwallinu WA 6609
P: 0437 493 390
E: projects2@dalwallinucrc.net.au
W: dalwallinu.crc.net.au

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9.3.6 Appointment of Audit, Risk and Improvement Committee Presiding Member and Deputy of the Presiding Member

Report Date	26 May 2026
Applicant	Shire of Dalwallinu
File Ref	GO/12 – Councillor Committees
Previous Meeting Reference	Nil
Prepared by	Hanna Jolly, Manager Corporate Services
Supervised by	Jean Knight, Chief Executive Officer
Disclosure of interest	Nil
Voting Requirements	Absolute Majority
Attachments	Nil

Purpose of Report

Council is requested to clarify the previous Audit, Risk and Improvement Committee appointments of Chairperson and Deputy Chairperson. In accordance with the updated legislative requirements, Council is required to appoint an Independent Presiding Member and an independent Deputy of the Presiding Member for the Audit, Risk and Improvement Committee.

Background

At the Special Council Meeting held 21 October 2025 Council resolved the following:

'MOTION 10479

Moved Cr S Dawson

Seconded Cr JL Counsel

That Council appoint Cr KL Carter, Cr SC Carter, Cr MM Harms and Cr S Dawson as members, Mr Ian Hyde as Chairperson and Mr Nat Wallis as Deputy Chairperson of the Shire of Dalwallinu Audit, Risk & Improvement Committee.

CARRIED BY ABSOLUTE MAJORITY 7/0

For: *President KL Carter, Deputy MM Harms, Cr SC Carter, Cr JL Counsel, Cr DS Cream, Cr S Dawson, Cr S Hickleton*

Against *Nil'*

The Audit, Risk and Improvement Committee (ARIC) is established under the *Local Government Act 1995*. The *Local Government Regulations Amendment Regulations (No. 4) 2025*, effective from 1 January 2026, introduced changes to Audit, Risk and Improvement Committees. To strengthen governance and accountability, ARICs are required to have an independent presiding member and an independent deputy of the presiding member.

Council adopted the new Terms of Reference in March 2025 to reflect these legislative changes which must be implemented by 30 June 2026.

Consultation

Chief Executive Officer



Legislative Implications

State

Local Government Act 1995 s5.8, 7.1A and 7.1B

Local Government Regulations Amendment Regulations (No. 4) 2025

Policy Implications

Nil

Financial Implications

Nil

General Function Implications

Nil

Strategic Implications

Shire of Dalwallinu Strategic Community Plan 2017-2027

Outcome 4.4.5 - Strive to ensure "best practice" local governance is maintained.

Site Inspection

Site inspection undertaken: Not applicable

Sustainability & Climate Change Implications

Economic implications

There are no known significant economic implications associated with this proposal.

Social implications

There are no known significant social implications associated with this proposal.

Environmental implications

There are no known significant environmental implications associated with this proposal.

Officer Comment

Council has already completed the necessary appointments; however, the terminology was incorrect. This item clarifies the appointments, and it is recommended that Ian Hyde be appointed as the Independent Presiding Member and Nathanael (Nat) Wallis to be appointed as the Independent Deputy of the Presiding Member of the Audit, Risk and Improvement Committee.

There will be no changes to the appointments of Councillors. Cr M Harms, Cr K Carter, Cr S Carter and Cr S Dawson will continue as members of the Audit, Risk and Improvement Committee.



Officer Recommendation/Council Resolution

MOTION 10572

Moved Cr S Hickleton
Seconded Cr MM Harms

That Council appoint Ian Hyde as the Independent Presiding Member and Nathanael (Nat) Wallis as the Independent Deputy of the Presiding Member of the Shire of Dalwallinu Audit, Risk and Improvement Committee.

CARRIED BY ABSOLUTE MAJORITY 7/0

For: President KL Carter, Deputy MM Harms, SC Carter, Cr JL Counsel, Cr DS Cream, Cr S Dawson, Cr S Hickleton
Against: Nil

5.14pm Cr S Dawson declared a Proximity Interest in item 9.4.1 and left the meeting as he is an adjacent owner.



9.4 CHIEF EXECUTIVE OFFICER

9.4.1 Lease – Unit 1, 18 Huggett Drive, Dalwallinu*

Report Date	26 May 2026
Applicant	Shire of Dalwallinu
File Ref	A6237
Previous Meeting Reference	OCM 27 June 2023 (M10099)
Prepared by	Jean Knight, Chief Executive Officer
Supervised by	Jean Knight, Chief Executive Officer
Disclosure of interest	Nil
Voting Requirements	Simple Majority
Attachments	Draft Lease

Purpose of Report

Council is requested to consider renewing the lease with Arro Enterprises for Unit 1, 18 Huggett Drive, Dalwallinu for a three (3) year period.

Background

At the Ordinary Council Meeting held 27 June 2023, Council resolved the following:

'MOTION 10099

Moved Cr KM McNeill

Seconded Cr NW Mills

That Council:

- 1. Resolves to renew the lease with Arro Enterprises for a three (3) year term from 1 July 2023 to 30 June 2026 for the amount of \$968 per month (including GST);*
- 2. Authorise the Chief Executive Officer and Shire President to sign and affix the Common Seal to the lease document for point 1 above.*

CARRIED 6/0'

The current lease for Unit 1, 18 Huggett Drive, Dalwallinu expires on 30 June 2026.

Consultation

Andrew Peterson – Arro Enterprises

Legislative Implications

State

Local Government Act 1995 Section 3.58, 9.49A

Policy Implications

Nil

Financial Implications

Should Council resolve to renew the lease with the proposed rate, an annual revenue of \$12,635.91 (inc GST) would be received.

General Function Implications

Nil

Strategic Implications

Nil



Site Inspection

Site inspection undertaken: No

Sustainability & Climate Change Implications

Economic implications

There are no known significant economic implications associated with this proposal.

Social implications

There are no known significant social implications associated with this proposal.

Environmental implications

There are no known significant environmental implications associated with this proposal.

Officer Comment

Unit 1, 18 Huggett Drive has been leased to Arro Enterprises as follows:

1 July 2017 to 30 June 2020 - \$10,560 (inc GST)

1 July 2020 to 30 June 2023 - \$10,560 (inc GST)

1 July 2023 to 30 June 2026 - \$11,616 (inc GST)

There have been no issues with the lessee since the commencement of the lease in 2017.

Arro Enterprises wishes to renew the lease for a further three (3) years at the current amount of \$12,034.20 inc GST per annum (\$1,002.85 per month).

It is the Officer's recommendation that the lease be increased by 5% to \$12,635.91 per annum (\$1,052.99 per month) and the other conditions of the existing lease remain as is. The increase in the lease payment is considered acceptable as ratepayers and other shire tenants have experienced increases since 2023.



Officer Recommendation/Council Resolution

MOTION 10573

Moved Cr JL Counsel

Seconded Cr SC Carter

That Council:

1. Declares that it believes that the valuation for the factory units at 18 Huggett Drive of \$14,350 per annum (ex GST) undertaken by independent Valuers WA in March 2017 is a true indication of the value of the proposed disposition;
2. Authorises the Chief Executive Officer to advertise the proposed disposition of Unit 1, 18 Huggett Drive Dalwallinu to Arro Enterprises for the amount of \$12,635.91 per annum (\$1,052.99 per month) for a three (3) year period, commencing 1 July 2026;
3. Subject to not receiving any submissions, authorise the Chief Executive Officer to finalise the disposal of Unit 1, 18 Huggett Drive, Dalwallinu as per the requirements of the *Local Government Act 1995, section 3.58*;
4. Authorises the Shire President and Chief Executive Officer to sign and affix the Common Seal to the lease agreement between the Shire of Dalwallinu and Arro Enterprises as per Point 2 above.

CARRIED 6/0

For: President KL Carter, Deputy MM Harms, SC Carter, Cr JL Counsel, Cr DS Cream, Cr S Dawson, Cr S Hickleton

Against: Nil

5.15pm Cr S Dawson returned to the meeting.





Lease of Unit 1, 18 Huggett Drive, Dalwallinu

Shire of Dalwallinu

and

Arro Enterprises

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UNCONFIRMED

Details

Parties

Shire of Dalwallinu of PO Box 141, Dalwallinu, Western Australia 6609

(Lessor)

Arro Enterprises Pty Ltd (ACN 147 658 722)

of PO Box 56, Dalwallinu, Western Australia 6609

(Lessee)

Background

- A The Lessor is registered as the proprietor of the Land
- B The Lessor has agreed to lease and the Lessee has agreed to take a lease of the Premises upon the terms and conditions contained in this lease

Agreed Terms

a) Definitions

In this lease, unless otherwise required by the context or subject matter:

Aggregate or Operating Expenses means the total amount of Operating Expenses expended or to be expended by the Lessor in any year of the Term;

Amounts Payable means the Rent, outgoings, Operating Expenses and any other money payable by the Lessee under this Lease;

Authorised Person means:

- a) An agent, employee, licensee or invitee of the Lessor: and
- b) Any person visiting the Premises with the express or implied consent of any person mentioned in Paragraph (a);

Building means the building described at **Item 1** of the Schedule;

Business Day means a day other than a Saturday, Sunday or Public Holiday in Perth, Western Australia

CEO means the Chief Executive Officer for the time being of the Lessor or any person appointed by the Chief Executive Officer to perform any of her or his functions under this lease;

Commencement Date means the date of commencement of the Term specified in **Item 4 of the Schedule**:

Common Areas means all of those parts of the Land or Building not leased to any lessee and intended for use by the Lessees of the Building and their respective clients in common with each other including all parking areas, roads, walkways, malls, corridors, passageways, stairways, elevators, toilets and washrooms in, on or about the Building and where the Premises comprises a lot on a strata plan, the common property shown on that strata plan;

Contaminated Sites Act means the *Contaminated Sites Act 2003 (WA)*;

Contamination has the same meaning as the word “contaminated” in the Contaminated Sites Act;

CPI means the Consumer Price Index (All Groups) Perth number published from time to time by the Australia Bureau of Statistics;

Encumbrance means a mortgage, charge, lien, pledge, easement, restrictive covenant, writ, warrant or caveat and the claim stated in the caveat;

Good Repair means good and substantial tenantable repair and in clean, good working order and condition

Immediately Lettable Condition means a similar condition of the Premises to that applicable at the time of the handover of the Premises from the Lessor to the Lessee to commence its fitout (or in the event of any part thereof having been replaced or renewed during the term as nearly as possible in the same condition as at the date of such replacement or renewal) subject at all times to fair wear and tear;

Interest Rate means the rate at the time the payment falls due being 2% greater than the Lessor’s general overdraft rate on borrowings from its bankers on amounts not exceeding \$100,000;

Land means the land described at Item 1 of the Schedule;

Lease means this deed as supplemented, amended or varied from time to time;

Lease Year means:

- a) The Commencement Date to the day before the first anniversary of the Commencement Date; or
- b) An anniversary of the Commencement Date to the day before the next anniversary of the Commencement Date;

Lessee’s Agent includes:

- a) The sublessees, employees, agents, contractors, invitees and licensees of the Lessee; and

- b) Any person on the Premises by the authority of a person specified in paragraph (a);

Lessee's Covenants means the covenants, agreements and obligations set out or implied in this Lease or imposed by law to be performed and observed by any person other than the Lessor;

Lessor's Covenants means the covenants, agreements and obligations set out or implied in this Lease, or imposed by law to be observed and performed by the Lessor;

Lessor's Fixtures and Fittings means all fixtures, fittings, and equipment installed in or provided to the Premises by the Lessor at the Commencement Date or at any time during the Term. An initial list of the Lessor's Fixtures and Fittings installed at the Commencement Date is annexed hereto as **Annexure 2**.

Managing Agent is not applicable;

Month or **month** means a calendar month;

Notice means each notice, demand, consent or authority given or made to any person under this Lease;

Party means the Lessor or the Lessee according to the context;

Permitted Purpose is described in **Item 7** of the Schedule;

Premises means the premises described at **Item 1** of the Schedule;

Relevant Proportion means the proportion that the floor area of the Premises bears to the total lettable area of the Building at the commencement of the Lease year;

Rent means the rent specified in **Item 5** of the Schedule;

Rent Review Date means a date identified in Item 6 of the Schedule;

Reservations means the right of the Lessor to use the exterior walls and the roof of the Premises for advertising and other purposes and the right of the Lessor to install, maintain, use, repair, alter and replace pipes, ducts, conduits and wires leading through the Premises and to pass and run gas, water, heat, oil, electricity and other power telephone lines and air conditioning through such pipes, ducts and conduits and wires, and to enter and remain on the Premises with or without workmen, contractors, employees and materials, plant and equipment for such purposes;

Schedule means Schedule to this Lease;

Term means the term of years specified in **Item 2** of the Schedule and any further Term; and

Termination means expiry by effluxion of time or sooner determination of the Term or any period of holding over.

b) Interpretation

In this lease, unless expressed to the contrary:

- a) Words importing:
 - i. The singular include the plural and vice versa; and
 - ii. A gender or genders include each other gender;
- b) If a word or a phrase is assigned a particular meaning, other grammatical forms of that word or phrase have corresponding meaning
- c) A reference to:
 - i. A natural person includes a body corporate or local Government;
 - ii. A body corporate or Local Government includes a natural person;
 - iii. A professional body includes a successor or substitute for that body;
 - iv. A Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
 - v. A statute, includes an ordinance, code, regulation, award, local or town planning scheme, regulation, local law, by-law, requisition, order or other statutory instruments made under any of them and a reference to any of them whether or not by name, includes any amendments to, re-enactments of or replacements of any of them from time to time in force;
 - vi. A right includes a benefit, remedy, discretion, authority or power;
 - vii. An obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
 - viii. This Lease or provisions of this Lease or any other deed, agreement, instrument or contract includes a reference to:
 - (A) Both express and implied provisions; and
 - (B) That other deed, agreement, instrument or contract as varied , supplemented, replaced or amended;
 - ix. Writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions and emails;
 - x. Anything (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
 - xi. A sub paragraph, paragraph, subclause, clause Item, Schedule or Annexure of this Lease;
- d) The covenants and obligations on the part of the Lessee do not or omit to do any act or thing include:
 - i. Covenants not to permit that act or thing to be done or omitted to be done by a Lessee's Agent; and
 - ii. A covenant to take all reasonable steps to ensure that that act or thing is not done or omitted to be done;
- e) The meaning of general words or phrases is not limited by specific examples introduced by 'including', 'for example' or similar expressions; and

- f) If a Party comprises two or more persons, the covenants and agreements on their part bind them and must be observed and performed by them jointly and each of them severally, and may be enforced against any one or more of them.

c) Grant of Lease

The Lessor leases to the Lessee the Premises for the Term subject to:

- a) All Encumbrances and Reservations;
- b) The payment of the Amounts Payable; and
- c) The performance and observance of the Lessee's covenants.

d) Quiet Enjoyment

Except as provided in the Lease, for so long as the Lessor is registered as the proprietor in fee simple in the Premises, and subject to the performance and observance of the Lessee's Covenants the Lessee may quietly hold and enjoy the Premises during the Term without any interruption or disturbance from the Lessor or persons lawfully claiming through or under the Lessor.

e) Rent and other payments

The Lessee covenants with the Lessor:

5.1 Rent

To pay the Lessor during the Term the Rent in the manner set out at **Item 5** of the Schedule and subject to review in accordance with **clause 6** from the Commencement Date clear of any deductions, set off or abatement whatsoever otherwise than as provided in this Lease.

5.2 Outgoings

- 1) To pay punctually to the Lessor or to such person as the Lessor may from time to time direct punctually all the following outgoings or charges (if applicable), assessed, or incurred in respect of the Premises:
 - a) Charges for disposal of stormwater, and meter rent;
 - b) Telephone, electricity, gas and other power and light charges including but not limited to meter rent and the cost of installation or any meter, wiring, internet connection or telephone connection;
 - c) Land tax and metropolitan regional improvement tax on a single ownership basis;
 - d) The costs of any cleaning and lighting of, supply of internal security and toilet requisites to, and maintenance and repair of the Premises; and
 - e) Any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Premises.
- 2) If the Premises are not separately charged or assessed the Lessee will pay to the Lessor a proportionate part of any charges or assessments referred to in **clause 5.2(1)** being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

5.3 Interest

Without affecting the rights, power and remedies of the Lessor under this Lease, to pay to the Lessor interest on demand on any Amounts Payable which are unpaid for

7 days computed from the due date of payment until payment is made and any interest payable under this paragraph will be charged at the Interest rate.

5.4 Costs

(1) To pay to the Lessor on demand:

- a) All duty, fines and penalties payable under the *Duties Act 2008* and other statutory duties or taxes payable on or in connection with this Lease;
- b) All registration fees in connection with this Lease;
- c) All costs associated with the preparation of a surveyed plan for the Premises for the purposes of the Lease; and
- d) All legal costs of and incidental to the instructions for the preparation, execution, and stamping of this Lease and all copies.

(2) To pay to the Lessor all costs, legal fees, disbursements and payments incurred by or for which the Lessor is liable in connection with or incidental to:

- a) The Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;
- b) Any breach of covenant by the Lessee or the Lessee's Agents;
- c) The preparation and service of a notice under Section 81 of the *Property Law Act 1969* requiring the Lessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a court;
- d) Any work done at the Lessee's request; and
- e) Any action or proceedings arising out of or incidental to any matters referred to in this **clause 5.4** or any matter arising out of this Lease.

5.5 Accrual of Amounts Payable

Amounts Payable accrue on a daily basis.

f) Rent Review

6.1 Rent to be Reviewed

The rent will be reviewed on and from each Rent Review Date to determine the Rent to be paid by the Lessee until the next Rent Review Date.

6.2 Methods of Review

The review will either be based on CPI or a Market Review. The basis for each rent review is as identified for each Rent Review Date in **Item 6** of the Schedule.

6.3 CPI Review

(1) A rent review based on CPI will increase the amount of Rent payable during the immediately preceding period by the percentage of any increase in CPI having regard to the quarterly CPI published immediately prior to the later of the Commencement Date or the last Rent Review Date as the case may be and the quarterly CPI published immediately prior to the relevant Rent Review Date. If there is a decrease in CPI having regard to the relevant CPI publications the Rent payable from the relevant Rent Review Date will be the same as the Rent Payable during the immediately preceding period. Should the CPI be discontinued or suspended at any time or its method of computation substantially altered, the Parties shall endeavour to agree upon the substitution of the CPI with an equivalent index, or failing to agree upon the substitution of the CPI with an equivalent index, or failing agreement by the Parties, the substitution shall be made by a Valuer appointed in accordance with **clause 6.4**.

(2) For the sake of clarity, the Rent to be paid following a CPI review will be calculated as follows:
$$\text{Rent} = \frac{A \times B}{C}$$

Where-

A= Rent Payable for the Lease year last concluded;

B= CPI for the last quarter immediately preceding the first day of the Lease year under review:

and

C= CPI for the last quarter immediately precedent the first day of the Lease year last concluded.

(3) In the event that there is any inconsistency between **clauses 6.3(1)** and **6.3(2)**, **clause 6.3(1)** shall prevail.

6.4 Market Rent Review

(1) A rent review based on market rent will establish the current market rent for the Premises (which shall not be less than the Rent Payable in the period immediately preceding the Rent Review Date) by agreement between the Parties and failing agreement, will be determined in accordance with the following provisions.

(2) If agreement as to the substitution of the CPI with an equivalent index for the Premises is not reached at least one (1) month prior to the relevant Rent Review Date then the current market rent for the Premises will be determined at the expense of the Lessee by a valuer (**Valuer**) licensed under the *Land Valuers Licensing Act 1978*, to be appointed, at the request of either Party, by the President for the time being of the Australian Property Institute (western Australian Division) (or if such body no longer exists, such other body which is then substantially performing the functions performed at the Commencement Date by that Institute).

(3) The Valuer will act as an expert and not as an arbitrator and his or her decision will be final and binding on the Parties. The Parties will be entitled to make submissions to the Valuer.

(4) In this **clause 6**, "current market rent" means the rent obtainable for the Premises in a free and open market if the Premises was unoccupied and offered for rental for the use in which the Premises is permitted pursuant to this Lease and on the same terms and conditions contained in the Lease BUT will not include:

- a) Any improvements made or effected to the Premises by the Lessee; and
- b) Any rent free periods, discounts or rental concessions.

6.5 Rent will not decrease

Notwithstanding the provisions in this clause, the Rent payable from any rent review base on CPI review will not be less than the Rent payable in the period immediately preceding such Rent Review Date.

6.6 Lessor's right to review

The Lessor may institute a rent review notwithstanding the Rent Review Date has passed and the Lessor did not institute a rent review on or prior to that Rent Review Date, and in which case the Rent agreed or determined shall date back to and be payable from the Rent Review Date for which such review is made.

7. Insurance

7.1 Public Liability Insurance

The Parties AGREE THAT the Lessee must effect and maintain with Insurers approved by the Lessor in joint names of the Lessor and Lessee for their respective rights and interests in the Premises for the time being, adequate public liability insurance for a sum not less than the sum set out at **Item 8** of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require.

7.2 Building Insurance to be effected by Lessor

The Lessor shall effect and keep effected insurance to the full insurable value on a replacement or reinstatement value basis of the Premises against damage arising from fire, tempest, storm, earthquake, explosion, aircraft, or other aerial device including items dropped from any device, riot, commotion, flood, lightning, breakdown and malicious acts or omissions and other standard insurable risks.

7.3 Details and receipts

In respect of the insurances required by **clause 7.1** the Lessee must:

- a) Upon renewal of any insurance policy immediately forward the Lessor copies of certificates of currency and details of the insurances as held by the Lessee;
- b) Promptly pay all premiums and produce to the Lessor each policy or certificate of currency and each receipt for premiums or certificate of currency issued by the insurers; and
- c) Notify the Lessor immediately:
 - (i) When an event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or
 - (ii) When an insurance policy is cancelled.

7.4 Not to invalidate

The Lessee must not do or omit to do any act or thing or bring or keep anything on the Premises which might:

- a. Render any insurance effected under **clause 7.1** and **7.2** on the Premises, or any adjoining premises void or voidable; or
- b. Cause the rate of a premium to be increased for the Premises or any adjoining premises (except insofar as an approved development may lead to an increased premium).

7.5 Report

Each party must report to the other promptly and in writing and in an emergency verbally:

- a) Any damage to the Premises of which they are or might be aware; and
- b) Any circumstances of which they are aware and are likely to be a danger or cause any damage or danger to the Premises or any person in or on the Premises.

7.6 Settlement of claim

The Lessor may, but the Lessee may not without the prior written consent of the Lessor, settle or compromise any claims under any policy of insurance required by **clause 7.1** and **clause 7.2**.

7.7 Lessor as attorney

The Lessee irrevocably appoints the Lessor's as the Lessee's attorney during the Term:

- a) In respect of all matters and questions which may arise in relation to any insurances required by **clause 7.1** and **7.2**;
- b) With full power to demand, sue for and recover and receive from any insurance company or society or person liable to pay the insurance money as are payable for the risks covered by the insurances required by **clause 7.1** and **clause 7.2**;
- c) To give good and effectual receipts and discharges for the insurance; and
- d) To settle, adjust, arbitrate and compromise all claims and demands and generally to exercise all powers of absolute owner.

8. Indemnity

8.1 Lessee responsibilities

- (1) The Lessee is subject to the same responsibilities relating to persons and property to which the Lessee would be subject if during the Term the Lessee were the owner and occupier of the freehold of the Premises.
- (2). The Lessee is responsible and liable for all acts or omissions of the Lessee's Agents on the Premises and for any breach by them of any covenants or terms in this Lease required to be performed or complied with by the Lessee.

8.2 Indemnity

- (1) The Lessee indemnifies, and shall keep indemnified, the Lessor from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Lessor, or brought, maintained or made against the Lessor, in respect of:
 - a) any loss whatsoever (including loss of use);
 - b) injury or damage of, or to, any kind of property or thing; and
 - c) the death of, or injury suffered by, any person, caused by, contributed to, or arising out of, or in connection with, whether directly or indirectly;
 - (i) the use or occupation of the Premises by the Lessee or the Lessee's Agents;
 - (ii) any work carried out by or on behalf of the Lessee on the Premises;
 - (iii) The Lessee's activities, operations or business on, or other use of any kind, of the Premises;
 - (iv) The presence of any Contamination, pollution or environmental harm in, on, or under the Premises or adjoining land caused or contributed by the act, neglect, or omission of the Lessee or the Lessee's Agents;
 - (v) Any default by the Lessee in the due and punctual performance, observance and compliance with any of the Lessee's covenants or obligations under this Lease; or
 - (vi) An act or omission of the Lessee.

8.3 Obligations Continuing

The obligations of the Lessee under this clause:

- a) Are unaffected by the obligation of the Lessee to take out insurance, and the obligations of the Lessee to indemnify are paramount, however if insurance money is received by the Lessor for any of the obligations set out in this clause then the Lessee's obligations under **clause 8.2** will be reduced by the extent of such payment; and

- b) Continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

8.4 No indemnity for Lessor's negligence

The Parties agree that nothing in this clause shall require the Lessee to indemnify the Lessor, its officers, servants, or agents against any loss, damage, expense, action or claim arising out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

8.5 Release

(1) The Lessee:

- a) Agrees to occupy and use the Premises at the risk of the Lessee; and
- b) Releases to the full extent permitted by law, the Lessor from;
 - (i) Any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the Premises or arising from the Lessee's use or occupation of the Premises;
 - (ii) Loss or damage to the Premises or personal property of the Lessee; and
 - (iii) All claims, actions, loss, damage, liability, costs and expenses arising from or connected with (directly or indirectly) the presence of any Contamination, pollution or environmental harm, in on or under the Premises or surrounding area,

Except to the extent that such loss or damage arises out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

(2) The release by the Lessee continues after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

9. Limit of Lessor's liability

9.1 No liability for loss on Premises

The Lessor will not be liable for loss, damage or injury to any person or property in or about the Premises however occurring.

9.2 Limit on liability for breach of Lessor's covenants

- (1) The Lessor is only liable for breaches of the Lessor's Covenants set out in this Lease which occur while the Lessor is registered as the proprietor in fee simple of the Premises.
- (2) The Lessor will not be liable for any failure to perform and observe any of the Lessor's Covenants due to any cause beyond the Lessor's control.

10. Maintenance, repair and cleaning

10.1 Generally

(1) The Lessee AGREES during the Term and for so long as the Lessee remains in possession or occupation of the Premises to maintain, replace, repair, clean and keep the Premises (which for the avoidance of doubt includes the Lessor's Fixtures and Fittings) and appurtenances in Good Repair having regard to the age of the Premises at the Commencement Date PROVIDED THAT this subclause shall not impose on the Lessee any obligation:

- a) To carry out repairs or replacement that are necessary as a result of fair and reasonable wear and tear, EXCEPT when such repair or replacement is necessary because of any act

or omission of or on the part of the Lessee (or its servants, agents, contractors or invitees); and

- b) In respect of structural maintenance, replacement or repair EXCEPT when such maintenance, repair or replacement is necessary because of any act or omission of or on the part of the Lessee (or its servants, agents, contractors or invitees), or by the Lessee's particular use or occupancy of the Premises.

(2) In discharging the obligations imposed on the Lessee under this subclause, the Lessee shall where maintaining, replacing, repairing or cleaning:

- a) Any electrical fittings and fixtures;
- b) Any plumbing;
- c) Any air-conditioning fittings and fixtures; or
- d) Any gas fittings and fixtures,

In or on the Premises use only licensed trades persons, or such trades persons as may be approved by the Lessor and notified to the Lessee, which approval shall not be unreasonably withheld.

10.2 Cleaning

The Lessee must at all times keep the Premises clean, tidy, unobstructed and free from dirt and rubbish.

10.3 Repair

Unless such damage is the Lessor's responsibility pursuant to the terms of the Lease, the Lessee must promptly repair at its own expense to the satisfaction of the Lessor, any damage to the Premises, regardless of how the damage is caused and replace any of the Lessor's Fixtures and Fittings which are or which become damaged.

10.4 Lessee's responsibility

(1) The Lessee's maintenance, cleaning and repair obligations in respect of the Premises pursuant to **clauses 10.1, 10.2 and 10.3** includes but is not limited to the maintenance, cleaning and repair of:

- a) Any electrical fittings and fixtures, including light fittings and fixtures;
- b) Any plumbing;
- c) Any air-conditioning fittings and fixtures;
- d) Any gas fittings and fixtures;
- e) Any exit signs;
- f) Any fire equipment;
- g) Any ceiling tiles;
- h) Any signage;
- i) Any security systems;
- j) Any hot water services; and
- k) Any roller doors, shutters, blinds and curtains.

(2) For the purposes of **clauses 10.1, 10.2 and 10.3**, the term "Premises" includes the exterior façade, the glass perimeter walls, the exterior and interior of all windows, doors, all other glass and other fixtures.

10.5 Responsibility for Securing the Premises

The Lessee must ensure the Premises, including the Lessor's and Lessee's fixtures and fittings, are appropriately secured at all times.

10.6 Lessor's Fixtures and Fittings

The Lessee covenants and agrees that the Lessor's Fixtures and Fittings will remain the property of the Lessor and must not be removed from the Premises at any time.

10.7 Pest Control

The Lessee must keep the Premises free of any pests and vermin and the cost of extermination will be borne by the Lessee.

10.8 Painting

- (1) The Lessee must on or before each repainting date as stated in **Item 9** of the Schedule paint with at least two coats of paint those parts of the Premises usually painted internally.
- (2) All painting carried out on the Premises must be carried out by a registered painting contractor and the registered painting contractor or other person engaged by the Lessee to paint the Premises must:
 - a) Do so in a proper manner using good quality materials;
 - b) Have the colour and quality of the materials approved in writing by the Lessor before the work commences;
 - c) Comply with all reasonable directions given or requests made by the Lessor; and
 - d) Be finished in a proper and workmanlike manner.

10.9 Drains

- (1) The Lessee must keep and maintain the rubbish pipes, drains and conduits originating in the Premises or connected thereto in a clean, clear and free flowing condition and must pay to the Lessor upon demand the cost to the Lessor of clearing any blockage which may occur in such waste pipes, drains and conduits between the external boundaries of the Premises and the point of entry thereof into any trunk drain unless such blockage has been caused without neglect or fault on the part of the Lessee.
- (2) The Lessee must not permit the drains, toilets, grease traps (if any) and other sanitary appliances on the Premises to be used for any purpose other than that for which they were constructed and must not allow any foreign matter or substance to be thrown therein.

11. Use

11.1 Restrictions on use

(1) Generally

The Lessee must not and must not suffer or permit a person to:

- a) Use the Premises or any part of the Premises for any purpose other than the Permitted Purpose; or
- b) Use the Premises for any purpose which is not permitted under any local or town planning scheme, local law, act, statute or any law relating to health.

(2) No offensive or illegal acts

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises any harmful, offensive or illegal act, matter or thing.

(3) No nuisance

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises anything which causes a nuisance, damage or disturbance to the Lessor or to owners or occupiers of adjoining properties.

(4) No dangerous substances

The Lessee must not and must not suffer or permit a person to store any dangerous compound or substance on or in the Premises, otherwise than in accordance with the following provisions;

- a) Any such storage must comply with all relevant statutory provisions;
- b) All applications for the approval or renewal of any license necessary for such storage must be first referred to the Lessor;

- c) The Lessor may within its absolute discretion refuse to allow the storage of any particular dangerous compound or substance on the Premises; and
- d) Upon the request of the Lessor, the Lessee will provide a list of all dangerous compounds or substances stored on the Premises.

(5) No harm or stress

The Lessee must not and must not suffer or permit a person to do any act or thing which might result in excessive stress or harm to any part of the Premises.

(6) No signs

The Lessee must not and must not suffer or permit a person to display from or affix any signs, notices or advertisements on the Premises without the prior written consent of the Lessor.

(7) No smoking

The Lessee must not suffer or permit a person to smoke inside any building or other enclosed area on the Premises.

(8) Sale of alcohol

The Lessee will not sell or supply liquor from the Premises or allow liquor to be sold or supplied from the Premises without the prior written consent of the *Liquor Control Act 1988, Liquor Control Regulations 1989, Liquor Licensing Regulations 1989, Food Act 2008, Food Regulations 2009* and any other relevant written law that may be in force from time to time.

(10) Removal of rubbish

The Lessee must keep the Premises free from dirt and rubbish and store and keep all trade waste and garbage in proper receptacles.

(11) No pollution

The Lessee must do all things necessary to prevent pollution or contamination of the Premises by garbage, refuse, waste matter, oil and other pollutants.

11.2 No warranty

The Lessor gives no warranty:

- a) As to the use to which the Premises may be put; or
- b) That the Lessor will issue any consents, approvals, authorities, permits or licenses required by the Lessee under any statute for its use of the Premises.

11.3 Lessee to Observe Copyright

In the event that the Lessee or any person sub-leasing, hiring, or in temporary occupation of the Premises provides, contracts for, or arranges for the performance, exhibition or display of any music or work of art the copyright of which is not vested in the Lessee or that person, the Lessee shall ensure that all obligations in regard to payment of copyright or licensing fees with the owner or licensor of the copyright are met before any such performance, exhibition or display is held.

11.4 Premises subject to restriction

The Lessee accepts the Premises for the Term subject to any existing prohibition or restriction on the use of the Premises.

11.5 Indemnity for costs

The Lessee indemnifies the Lessor against any claims or demands for all costs, on a solicitor client basis, reasonably incurred by the Lessor by reason of any claim in relation to any matters set out in this **clause 11**.

12 Alcohol

12.1 Consumption of alcohol

The Lessee COVENANTS AND AGREES:

- a) Not to use or allow the Premises to be used for the consumption or sale of alcohol without first obtaining the written consent of the Lessor, and the Lessor shall determine any such application in its absolute discretion; and
- b) That it shall not make an application for a license or permit under the *Liquor Control Act 1988* for the Premises, or apply for an amendment to a license or permit it has been granted without first obtaining the written consent of the Lessor.

12.2 Liquor license

The Lessee COVENANTS AND AGREES that if a license or permit is granted under the *Liquor Control Act 1988* for the Premises it must:

- a) Comply with any requirements attaching to the license or permit at its cost and where any alteration is required to the Premises **clause 13** shall apply;
- b) Comply with the requirements of the Harm Minimisation Policy (as amended from time to time) of the Department of Racing, Gaming and Liquor, which will require, without limitation, the following:
 - i. The development and implementation of a House Management Policy and Code of Conduct (as defined by the Harm Minimisation Policy) for the Premises, and such policies must be displayed in a prominent position on the Premises at all times; and
 - ii. The development and implementation of a Management Plan (as defined by the Harm Minimisation Policy) for the Premises.
- c) Provide a copy of the license or permit (as well as a copy of any document referred to in the license or permit, including without limitation a copy of the House Management Policy, Code of Conduct and Management Plan (as defined by the Harm Minimisation Policy)) to the Lessor as soon as practicable after the date of the grant; and
- d) Indemnify and keep indemnified the Lessor from and against any breach of the *Liquor Control Act 1988*, *Liquor Control Regulations 1989*, *Liquor Licensing Regulations, 1989*, *Food Act 2008*, *Food regulation 2009* or the license or permit or any conditions imposed thereupon for which it may be liable as the owner of the Premises.

13 Alterations

13.1 Restriction

(1) The Lessee must not without prior written consent:

- a) (i) from the Lessor;
(ii) from any other person from whom consent is required under this Lease
(iii) required under statute in force from time to time, including but not limited to the planning approval of the Lessor under a local or town planning scheme of the Lessor;
- b) Make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises; or
- c) Subject to the performance of the Lessee's obligations in **clause 10**, remove any flora or fauna, alter or cut down any flora, or sell, remove or otherwise dispose of any flora, sand, gravel, timber or other materials from the Premises.

13.2 Consent

(1) If the Lessor and any other person whose consent is required under this Lease or at law consents to any matter referred to in **clause 13.1** the Lessor may:

- a) Consent subject to conditions; and
 - (i) require that work be carried out in accordance with plans and specifications approved by the Lessor and any other person giving consent; and
 - (ii) require that any alteration be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant; and
 - (iii) the Lessee must apply for and obtain all such consents, approval, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions.

13.3 Cost of Works

All works undertaken under this **clause 13** will be carried out at the Lessee's expense.

13.4 Conditions

If any of the consents given by the Lessor or other persons whose consent is required under this Lease or at law require other works to be done by the Lessee as a condition of giving consent, then the Lessee must at the option of the Lessor either:

- a) carry out the works at the Lessee's expense; or
- b) permit the Lessor to carry out those other works at the Lessee's expense, in accordance with the Lessor's requirements.

14 Lessor's right of entry

14.1 Entry on reasonable notice

The Lessee must permit entry by the Lessor or any other Authorised Person onto the Premises without notice in the case of an emergency, and otherwise upon reasonable notice:

- a)
 - (i) at all reasonable times
 - (ii) with or without workmen and others; and
 - (iii) with or without plant, equipment, machinery and materials;
- b) for each of the following purposes:
 - (i) to inspect the state of repair of the Premises and to ensure compliance with the terms of this Lease;
 - (ii) to carry out any survey or works which the Lessor considers necessary, however the Lessor will not be liable to the Lessee for any compensation for such survey or works provided they are carried out in a manner which causes as little inconvenience as possible to the Lessee;
 - (iii) to comply with the Lessor's Covenants or to comply with any notice or order of any authority in respect of the Premises for which the Lessor is liable; and
 - (iv) to do all matters or things to rectify any breach by the Lessee of any term of this Lease but the Lessor is under no obligation to rectify any breach and any rectification under this **clause 14.1(b)(iv)** is without prejudice to the Lessor's other rights, remedies, or powers under this Lease.

14.2 Costs of Rectifying Breach

All costs and expenses incurred by the Lessor as a result of any breach referred to at **clause 14.1(b)(iv)** together with any interest payable on such sums will be a debt due to the Lessor and payable to the Lessor by the Lessee on demand.

15 Statutory obligations and notices

15.1 Comply with Statutes

- a) The Lessee must: comply promptly with all statutes and local laws from time to time in force relating to the Premises;
- b) Apply for, obtain and maintain in force all consents, approvals, authorities, licenses and permits required under any statute for the use of the Premises specified at **clause 11**;
- c) Ensure that all obligations in regard to payment for copyright or licensing fees are paid to the appropriate person for all performances, exhibitions or displays held on the Premises; and
- d) Comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Premises or to the business the Lessee carries on at the Premises.

15.2 Indemnity if Lessee Fails to Comply

The Lessee indemnifies the Lessor against:

- a) Failing to perform, discharge or execute any of the items referred to in **clause 15.1**; and
- b) Any claims, demands, costs or other payments of or incidental to any of the items referred to in **clause 15.1**

16 Report to Lessor

The Lessee must immediately report to the Lessor:

- a) Any act of vandalism or any incident which occurs on or near the Premises which involves or is likely to involve a breach of the peace or become the subject of a report or complaint to the police and of which the Lessee is aware or should be aware;
- b) Any occurrence or circumstances in or near the Premises of which it becomes aware, which might reasonably be expected to cause in or near the Premises, pollution of the environment; and
- c) All notices, orders and summonses received by the Lessee and which affect the Premises and immediately deliver them to the Lessor.

17 Default

17.1 Events of Default

A default occurs if:

- a) Any rent remains unpaid for 7 days after a Notice has been given to the Lessee to rectify the breach;
- b) The Lessee is in breach of any of the Lessee's Covenants other than the covenant to pay Rent for 14 days after written notice has been given to the Lessee to rectify the breach or to pay compensation in money;
- c) The Lessee repudiates the Lease;
- d) Where the Lessee is an association which is incorporated under *the Associations Incorporated Act 2015*, the association is wound up either voluntarily or otherwise;
- e) Where the Lessee is an association which is incorporated under the *Associations Incorporated Act 2015*, the Lessee passes a special resolution under the

- Associations Incorporated Act 2015* altering its rules of association in a way that makes its objects or purposes inconsistent with the use permitted by this Lease;
- f) Where the Lessee is an individual, the Lessee dies or becomes of unsound mind, or is declared bankrupt;
 - g) Where the Lessee is a partnership, the Lessee having a change in its constitution;
 - h) An application is made to a court for the Lessee to be wound up;
 - i) The appointment of a controller under section 9 of the *Corporations Act 2001* of any of the Lessee's assets;
 - j) The Lessee becomes an insolvent under administration under section 9 of the *Corporations Act 2001*;
 - k) The Lessee proposes to enter into or enters into any form of arrangement with any of its creditors;
 - l) The Lessee is unable to pay all of its debts when they become due, it fails to comply with a statutory demand under section 459F of the *Corporations Act 2001*, or is deemed to be unable to pay its debts under section 585 of the *Corporations Act 2001*;
 - m) A meeting is convened to place the Lessee in voluntary liquidation or to appoint an administrator;
 - n) A mortgagee takes possession of the property of the Lessee under this Lease;
 - o) Any execution or similar process is made against the Premises on the Lessee's property;
 - p) The Premises are vacated, or otherwise not used, in the Lessor's reasonable opinion for the Permitted Purpose for a six month period; or
 - q) A person other than the Lessee or a permitted sublessee or assignee is in occupation or possession of the Premises or in receipt of a rent and profits.

17.2 Costs of Default Notice

The Lessee is liable for any legal costs incurred by the Lessor in respect of the Notices referred to in **clauses 17.1(a) and 17.1(b)**.

17.3 Forfeiture

On the occurrence of any of the events of default specified in **clause 17.1** the Lessor may:

- a) Without notice or demand any time enter the Premises and on re-entry the Term will immediately determine;
- b) By Notice to the Lessee determine this Lease and from the date of giving such Notice the Lease will be absolutely determined; and
- c) By Notice to the Lessee elect to convert the unexpired portion of the Term into a tenancy from month to month when this Lease will be determined as from the giving of the Notice and until the tenancy is determined the Lessee will hold the Premises from the Lessor as a tenant from month to month under **clause 20**,

But without affecting the right of action or other remedy which the Lessor has in respect of any other breach by the Lessee of the Lessee's Covenants or releasing the Lessee from liability in respect of the Lessee's Covenants.

17.4 Lessor may remedy breach

If the Lessee:

- a) Fails or neglects to pay the Amounts Payable by the Lessee under this lease; or
- b) Does or fails to do anything which constitutes a breach of the Lessee's Covenants,

Then, after the Lessor has given the Lessee notice of the breach and the Lessee has failed to rectify the breach within a reasonable time, the Lessor may without affecting any right, remedy or power arising from that default pay the money due or do or cease the breach as if it were the Lessee and the Lessee must pay to the Lessor on demand the Lessor's cost and expenses of remedying each breach or default.

17.5 Acceptance of Amount Payable by Lessor

Demand for or acceptance of the Amounts Payable by the Lessor after an event of default has occurred will not affect the exercise by the Lessor of the rights and powers conferred on the Lessor by the terms of the Lease or at law and will not operate as an election by the Lessor to exercise or not to exercise any right or power.

17.6 Essential Terms

Each of the Lessee's Covenants in **clauses 5** (Rent and Other Payments), **7** (Insurance), **8** (Indemnity), **10** (Maintenance, Repair and Cleaning), **11** (Use), **24** (Assignment, Subletting and Charging) and **29** (Goods and Services Tax), is an essential term of this Lease but this **clause 17.6** does not mean or imply that there are no other essential terms in this Lease.

17.7 Breach of Essential Terms

If the Lessee breaches an essential term of this Lease then, in addition to any other remedy or entitlement of the Lessor:

- a) The Lessee must compensate the Lessor for the loss or damage suffered by reason of the breach of that essential term;
- b) The Lessor will be entitled to recover damages against the Lessee in respect of the breach of an essential term;
- c) The Lessee covenants with the Lessor that if the term is determined ;
 - (i) for breach of an essential term or the acceptance by the Lessor of a repudiation of this Lease by the Lessee; or
 - (ii) following the failure by the Lessee to comply with any Notice given to the Lessee to remedy any fault,

The Lessee must pay to the Lessor on demand the total of the Amounts Payable under this Lease which would have been payable by the Lessee for the unexpired balance of the Term as if the Term had expired by effluxion of time together with the losses incurred or reasonably expected to be incurred by the Lessor as a result of the early determination including but not limited to the costs of re-letting or attempting to re-let the Premises;

- d) The Lessee agrees that the covenant set out in this **clause 17.7(c)** will survive termination or any deemed surrender at law of the estate granted by this Lease;
- e) The Lessee may deduct from the amounts referred to at **clause 17.7(c)** the rent and other money which the Lessor reasonably expects to obtain by re-letting the Premises between the date of Termination and the date on which the Term would have expired due to effluxion of time; and
- f) The Lessor must take reasonable steps to mitigate its losses and endeavour to re-let the Premises at a reasonable rent and on reasonable terms but the Lessor is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained in or implied in this Lease.

18. Damage or Destruction of Premises

18.1 Abatement of Rent

If the Premises are at any time during the Term, without neglect or default of the Lessee, destroyed or damaged by fire or other risk covered by insurance so as to render the same unfit for the occupation and use of the Lessee, then the Rent or a proportionate part thereof (according to the nature and extent of the damage) shall abate until the Premises have been rebuilt or made fit for the occupation and use of the Lessee, and in case of any dispute arising under this provision the same will be referred to arbitration under the provisions of the *Commercial Arbitration Act 1985* and the full Rent must be paid without any deduction or abatement until the date of the arbitrators award whereupon the Lessor will refund to the Lessee any Rent which according to the award appears to have been overpaid.

18.2 Total Damage or Destruction

If the Premises are at any time during the Term destroyed or damaged to an extent as to be wholly unfit for the occupation and use of the Lessee either Party may by Notice in writing to the other of them given within sixty (60) days after the event elect to cancel and terminate this Lease. The Term will terminate upon such Notice being given and the Lessee must vacate the Premises and surrender the same to the Lessor, and such termination will be without prejudice however to the liability of the Lessee under this Lease up to the date of termination.

19. Option to Renew

If the Lessee at least six months, but not earlier than 12 months, prior to the date for commencement of the Further Term gives the Lessor a Notice to grant the Further Term and:

- a) All consents and approvals required by the terms of this Lease or at law have been obtained; and
- b) There is no subsisting default by the Lessee at the date of service of the Notice in:
 - (i) the payment of Amounts Payable; or
 - (ii) the performance or observance of the Lessee's Covenants,

The Lessor shall grant to the Lessee a lease for the Further Term at the Rent and on Terms and conditions similar to this Lease other than this **clause 19** in respect of any Further Term previously taken or the subject of the present exercise and on such terms and conditions as the Lessor may consider appropriate.

20. Holding Over

- 1) If the Lessee remains in possession of the Premises after the expiry of the Term with the consent of the Lessor, the Lessee will be a monthly tenant of the Lessor at a rent equivalent to one twelfth of the Rent for the period immediately preceding expiry of the Term increased by 3% and otherwise on the same terms and conditions of this Lease provided that all consents required under this Lease or at law have been obtained to the Lessee being in possession of the Premises as a monthly tenant.
- 2) The Lessee shall not be entitled to hold over for a more than 12 months after the expiry of the Term.
- 3) To avoid doubt, the Lessee is obliged during any holding over period to pay the Relevant Proportion of the Operating Expenses and any other outgoings as if the holding over period was included in the Term.

21. Restore Premises

Prior to Termination, the Lessee, at the Lessee's expense must restore the Premises to an Immediately Lettable Condition and repair, replace or make good to the satisfaction of the Lessor any of the Premises (which for avoidance of doubt includes the exterior façade, the glass perimeter walls, the exterior and interior of all windows doors, all glass and other fixtures) where they have been damaged by the Lessee or any of the Lessee's Agents.

22. Yield up the Premises

22.1 Peacefully surrender

On Termination the Lessee must:

- a) Peacefully surrender and yield up to the Lessor the Premises in a condition consistent with the observance and performance of the Lessee's Covenants under this Lease; and
- b) Surrender to the Lessor all keys and security access devices and combinations for locks providing an access to or within the Premises held by the Lessee whether or not provided by the Lessor.

22.2 Clause 22.2 to survive termination

The Lessee's obligation under **clause 22.1** will survive termination.

23. Removal of Property from Premises

23.1 remove property prior to termination

Prior to Termination, unless otherwise mutually agreed between the Parties, the Lessee must remove from the Premises all property of the Lessee which is not a fixture other than air-conditioning plant and fire equipment, security alarms and security systems and other fixtures and fittings which in the opinion of the Lessor form an integral part of the Premises and promptly make good, to the satisfaction of the Lessor, and any damage made by the removal.

23.2 Lessor can remove property on re-entry

On re-entry the Lessor will have the right to remove from the Premises any property of the Lessee and the Lessee indemnifies the Lessor against all damage caused by the removal of and the cost of storing that property.

24. Assignment, Sub-Letting and Charging

24.1 No assignment or sub-letting without consent

The Lessee must not assign the leasehold estate in the Premises nor sub-let, part with possession, or dispose of the Premises or any part of the Premises without the prior written consent of the Lessor and any other persons whose consent is required under the terms of this Lease or at law.

24.2 Lessor's Consent to Assignment and Sub-Letting

Provided all parties whose consent is required, under this Lease or at law, to an assignment or sub-letting of the leasehold estate created by this Lease if:

- a) The proposed assignee or sublessee is a respectable and responsible person of good financial standing capable of continuing the permitted use;

- b) All Amounts Payable due and payable have been paid and there is no existing unremedied breach, whether notified to the Lessee or not, to any of the Lessee's Covenants;
- c) The Lessee procures the execution by:
 - (i) the proposed assignee of a deed of assignment; or
 - (ii) the proposed sublessee of a deed of sublease;To which the Lessor is a party and which deed is prepared and completed by the Lessor's solicitors; and
- d) The assignment contains a covenant by the assignee or sublessee with the Lessor to pay all Amounts Payable and to perform and observe all the Lessee's covenants.

24.3 Consents of Assignee Supplementary

The covenants and agreements on the part of any assignee will be supplementary to the Lessee's Covenants and will not release the assigning Lessee from the Lessee's Covenants.

24.4 Property Law Act 1969

Sections 80 and 82 of the *Property Law Act 1969* are excluded.

24.5 Costs for assigning and sub-letting

If the Lessee wishes to assign or sub-let the leasehold estate created by this Lease the Lessee must pay all reasonable professional and other costs, charges and expenses, incurred by the Lessor or other person whose consent is required under this Lease, of and incidental to:

- a) the enquiries made by or on behalf of the Lessor as to the respectability, responsibility and financial standing of each proposed assignee or sublessee;
- b) any consents required under this Lease or at law; and
- c) all other matters relating to the proposed assignment or sub-letting, whether or not the assignment or sub-letting proceeds.

24.6 No mortgage or charge

The Lessee must not mortgage nor charge the Premises.

25. Disputes

25.1 Referral of Dispute: Phase 1

Except as otherwise provided any dispute arising out of this Lease is to be referred in the first instance in writing to the Lessor's representative as nominated in writing by the Lessor from time to time (**Lessor's Representative**) who shall convene a meeting within 10 days of receipt of such Notice from the Lessee or such other period of time as is agreed to by the Parties between the Lessor's Representative and an officer of the Lessee for the purpose of resolving the dispute (**Original Meeting**).

25.2 Referral of Dispute: Phase 2

In the event the dispute is not resolved in accordance with **clause 25.1** of this Lease then the dispute shall be referred in writing to the CEO of the Lessor who shall convene a meeting within 10 days of the Original Meeting or such other date as is agreed to be the Parties between the CEO of the Lessor and the Chief Executive Officer (or equivalent position) of the Lessee for the purpose of resolving the dispute.

25.3 Appointment of Arbitrator: Phase 3

In the event the dispute is not resolved in accordance with **clause 25.2** of this Lease then the dispute shall be determined by a single arbitrator under the provisions of the *Commercial*

Arbitration Act 2012 (as amended from time to time) and the Lessor and the Lessee may each be represented by a legal practitioner.

25.4 Payment of Amounts Payable to Date of Award

The Lessee must pay the Amounts Payable without deduction to the date of the award of the arbitrator or the date of an agreement between the Parties, whichever event is the earlier, and if any money paid by the Lessee is not required to be paid within the terms of the award of the arbitrator or by agreement between the Lessor and the Lessee then the Lessor will refund to the Lessee the monies overpaid.

26. Prior notice of proposal to change rules

If the Lessee is an association which is incorporated under the *Associations Incorporation Act 2015*, the Lessee agrees that it will not change its rules of association under the *Associations Incorporation Act 2015* without notifying the Lessor of its intention to make such a change prior to consideration of the required special resolution.

27. Provision of information

The Lessee agrees to provide to the Lessor:

- a) a copy of the Lessee's audited annual statement of accounts for each year;
- b) advice of any changes in its office holders during the Term; and
- c) any information reasonably required by the Lessor.

28. Caveat

28.1 No absolute caveat

The Lessee nor any person on behalf of the Lessee will not, without the prior written consent of the Lessor, lodge any absolute caveat at Landgate against the Certificate of Title for the Land, to protect the interests of the Lessee under this Lease.

28.2 CEO and Lessor as attorney

In consideration of the Lessor having granted this Lease to the Lessee, the Lessee irrevocably appoints the Lessor and the CEO of the Lessor jointly and severally:

- a) for the Term of this Lease;
 - b) for any holding over under this Lease; and
 - c) for a period of 6 months after termination
- to be the agent and attorney of the Lessee in its name and on its behalf to sign and lodge at Landgate:
- d) a withdrawal of any absolute caveat lodged by or on behalf of the Lessee;
 - e) a withdrawal of any caveat lodged by or on behalf of the Lessee and not withdrawn on Termination; and
 - f) a surrender of the estate granted by this Lease,
- and the costs of withdrawing any caveat or surrendering this Lease (including the Lessor's solicitor's costs and registration fees) will be borne by the Lessee.

28.3 Ratification

The Lessee undertakes to ratify all the acts performed or caused to be performed by the Lessor, its agent or attorney under this clause.

28.4 Indemnity

The Lessee indemnifies the Lessor against:

- a) any loss arising directly from any act done under this clause; and

- b) all costs and expenses incurred in connection with the performance of any act by the attorney on behalf of the Lessee under this clause.

29. Goods and Services Tax

29.1 Definitions

The following definitions apply for the purpose of this clause:

- a) **Act** means the Commonwealth's *A New Tax System (Goods and Services Tax) Act 1999* and associated Acts and subsidiary legislation;
- b) **Consideration** means the Amounts Payable or any other money payable to the Lessor under this Lease, but does not include the amount of GST which may apply to the Amounts Payable or other money payable under the Act;
- c) **GST** means a tax under the Act levied on a Supply including but not limited to the Amounts Payable to the Lessor for goods or services or property or any other thing under this Lease; and
- d) **Supply** means a good or service or any other thing supplied by the Lessor under this Lease and includes but is not limited to a grant of a right to possession of the Premises.

29.2 Lessee to pay GST

- 1) The Consideration will be increased by the amount of the GST, if any, which the Lessor is required to pay under the Act to pay on any Supply made under this Lease;
- 2) The Lessee must pay any increase referred to at **clause 29.2(1)** whether it is the Lessee or any other person who takes the benefit of any Supply;
- 3) The Lessee must pay the amount of the GST to the Lessor at the same time and in the same manner as the Lessee is required to pay the Consideration under this Lease.

29.3 Consideration in Kind

If consideration in kind is accepted by the Lessor for any Supply made under this Lease, the GST amount payable to the Lessor under **clause 29.2(2)** in respect of the consideration in kind will be calculated by using the prevailing market value of the consideration in kind as determined by the Lessor.

- 1) **No contribution from Lessor**
If the Lessee is required under this Lease to make any payment of money or give other consideration to a third party for outgoings, goods, services and benefits of any kind, the Lessee is not entitled to any contribution from the Lessor for any GST payable by it to any person.
- 2) **Statement of GST paid is Conclusive**
A written statement given to the Lessee by the Lessor of the amount of the GST that the Lessor pays or is liable to pay or account for is conclusive as between the Parties except in the case of an obvious error.
- 3) **Tax Invoices**
For each payment by the Lessee under this clause the Lessor agrees to promptly deliver to the Lessee as required under the Act, tax invoices and adjustment notes in a form which complies with the Act, so as to enable the Lessee to claim input tax credits or decreasing adjustments for Supplies.
- 4) **Reciprocity**

If the Lessee furnishes any Supplies to the Lessor under this Lease, then the requirements set out in this clause with respect to the Lessee will apply to the Lessor with the necessary changes.

30. No Fetter

Having regard to any written law governing such applications including matters required to be taken into consideration and formal processes to be undertaken, and the Lessor shall not be taken to be in default under this Lease by performing its statutory obligations or exercising its statutory discretions, nor shall any provision of this Lease fetter the Lessor in performing its statutory obligations or exercising any discretion.

31. Additional Terms Covenants and Conditions

Each of the terms, covenants and conditions (if any) specified in **Item 10** of the Schedule are part of this Lease and are binding on the Lessor and the Lessee as if incorporated into the body of this Lease.

32. Commercial Tenancy Act

If at any time and for so long as the *Commercial Tenancy (Retail Shops) Agreements Act 1985*) applies to this Lease and a provision of that Act conflicts with a provision of this Lease, then each conflicting provision of this Lease is deemed to be amended to the extent necessary to comply with that Act.

33. Acts by agents

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

34. Governing law

This Lease is governed by and is to be interpreted in accordance with the laws of Western Australia and, where applicable, the laws of the Commonwealth of Australia.

35. Statutory powers

The powers conferred on the Lessor by or under any statutes for the time being are in force are, except to the extent that they are inconsistent with the terms and provisions expressed in this Lease, in addition to the powers conferred on the Lessor in this Lease.

36. Notice

36.1 Form of delivery

A Notice to a Party must be in writing and may be given or made:

- a) By delivery to the Party personally;
- a) By addressing it to the Party and leaving it at or posting it by registered post to the address of the Party appearing in this Lease or any other address nominated by a Party by Notice to the other;

- b) By addressing it to the Party and faxing it to the facsimile number appearing in this Lease or any other facsimile number nominated by a Party by Notice to the other; or
- c) By addressing it to the Party and emailing it to the email address appearing in this Lease or any other email address nominated by a Party by Notice to the Other.

36.2 Service of notice

A Notice to a Party is deemed to be given or made:

- a) If by personal delivery, when delivered;
- b) If by leaving the Notice at an address specified in **clause 36.1(b)**, at the time of leaving the Notice, provided the Notice is left during normal business hours;
- c) If by post to an address specified in **clause 36.1(b)** on the second Business Day following the date of posting of the Notice;
- d) If by facsimile, when despatched by facsimile to a facsimile number specified in **clause 36.1 (c)** of this Lease unless the time of dispatch is not on a Business Day or after 5pm on a Business Day, in which case it will be deemed to be given or made on the next following Business Day; and
- e) If by email, when despatched by email to an email address specified in **clause 36.1(d)** of this Lease unless the time of dispatch is not on a Business Day or after 5pm on a Business Day, in which case it will be deemed to be given or made on the next following Business Day.

36.3 Signing of notice

A notice to a Party may be signed:

- a) If given by an individual, by the person giving the Notice;
- b) If given by a corporation, by a director, secretary or manager of that corporation;
- c) If given by a local government, by the CEO of that local government;
- d) If given by an association incorporated under the *Associations Incorporation Act 2015*, by any person authorised to do so by the board or committee of management of the association;
- e) If given by the Lessor, by the representative of the Managing Agent; or
- f) By a solicitor or other agent of the individual, corporation, local government or association giving the Notice.

37. Severance

If any part of this Lease or becomes void or unenforceable, that part is or will be severed from this Lease to the intent that all parts are not or do not become void or unenforceable remain in full force and effect and are unaffected by that severance.

38. Variation

This Lease may be varied only by deed executed by the Parties subject to such consents as are required by this Lease or at law and the costs of such variation will be borne by the Lessee.

39. Moratorium

The provisions that a statute which would but for this clause extend or postpone the date of payment of money, reduce the rate of interest or abrogate, nullify, postpone or otherwise affect the terms of this Lease do not, to the fullest extent permitted by law, apply to limit the terms of this Lease.

40. Further assurance

The Parties must execute and do all acts and things necessary or desirable to implement and give full effect to the terms of this Lease.

41. Payment of money

Any Amounts Payable to the Lessor under this Lease must be paid to the Lessor or the Managing Agent at its office in Perth in the State of Western Australia or at any other place within Australia which the Lessor or Managing Agent shall designate in writing or in any other manner which the Lessor or the Management Agent from time to time designates in writing.

42. Waiver

42.1 No general waiver

Failure to exercise or delay in exercising any right, power or privilege in this Lease by a Party does not operate as a waiver of that right, power or privilege.

42.2 Partial exercise of right power or privilege

A single or partial exercise of any right, power or privilege does not preclude any other or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

Schedule

Item 1 Land and Premises

Land

Lot 806 on Deposited Plan 73300 and being the whole of the land comprised in Certificate of Title Volume 2808 Folio 946

Building

The building containing factory units and other improvements now or at any time in the future erected upon the Land and includes the Common Areas.

Premises

That 255m² portion of the Building outlined in red as shown depicted on the sketch annexed hereto as **Annexure 1** and being from the surface of the floor as originally provided by the Lessor or its predecessor(s) in title, to either the under surface of the roof (whether of tiles, metal or other construction) and including the space between the roof and any ceiling or to the underside of the concrete slab for any floor immediately above the Premises and extending to the centre point of any inter tenancy walls and to the interior surface of any external or non inter tenancy walls.

Item 2 Term

Three (3) years commencing on 1 July 2026 and expiring on 30 June 2029.

Item 3 Further Term

Not applicable.

Item 4 Commencement Date

1 July 2026

Item 5 Rent

Twelve thousand six hundred and thirty five dollars and ninety one cents (\$12,635.91) inc GST per annum payable in advance in equal monthly instalments of One thousand and fifty two dollars and ninety nine cents (\$1,052.99) inc GST, as varied from time to time in accordance with the terms of this Lease.

Item 6 Rent Review Dates

Annually on anniversary date, with CPI from the previous quarter used.

Item 7 Permitted Purpose

Workshop for the maintenance of equipment and light fabrication and uses reasonably ancillary thereto.

Item 8 Public Liability Insurance
Twenty million dollars (\$20,000,000.00)

Item 9 Repainting Dates
Not applicable

Item 10 Additional Terms and Covenants

(i) Early Termination

The Parties agree that the Lessee can terminate the Lease before the expiry of the Term provided that:

- A. The Lessee gives the Lessor written notice at least three months from the date of early termination of the Lease (**Break Date**);
- B. Immediately upon the issuing of the Notice in subparagraph (A) the Lessee pays to the Lessor a sum the equivalent of three months Rent as a penalty for breaking the Lease;
- C. The Lessor's rights regarding any prior breach of the Lease are preserved and the penalty fee referred to in subparagraph (B) is not regarded as compensation or damages or satisfaction of any other claim, that the Lessor may have pursuant to the terms of this Lease; and
- D. At the Break Date the Lessee complies with clauses 21 to 23 of this Lease.

(ii) Waste Collection Charges

The Lessee's performance of its obligations under this Lease in relation to rubbish and waste, including but not limited to clauses 10.2 and 11.1(2) will be at the Lessee's expense.

Signing Page

EXECUTED

THE COMMON SEAL of the SHIRE)
OF DALWALLINU was hereunto)
affixed by authority of a resolution of)
the Council in the presence of:)

SHIRE PRESIDENT

(Print Full Name)

CHIEF EXECUTIVE OFFICER

(Print Full Name)

Executed by Arro Enterprises Pty Ltd
(CAN 147 658 722) In accordance with section
127 of the Corporations Act:

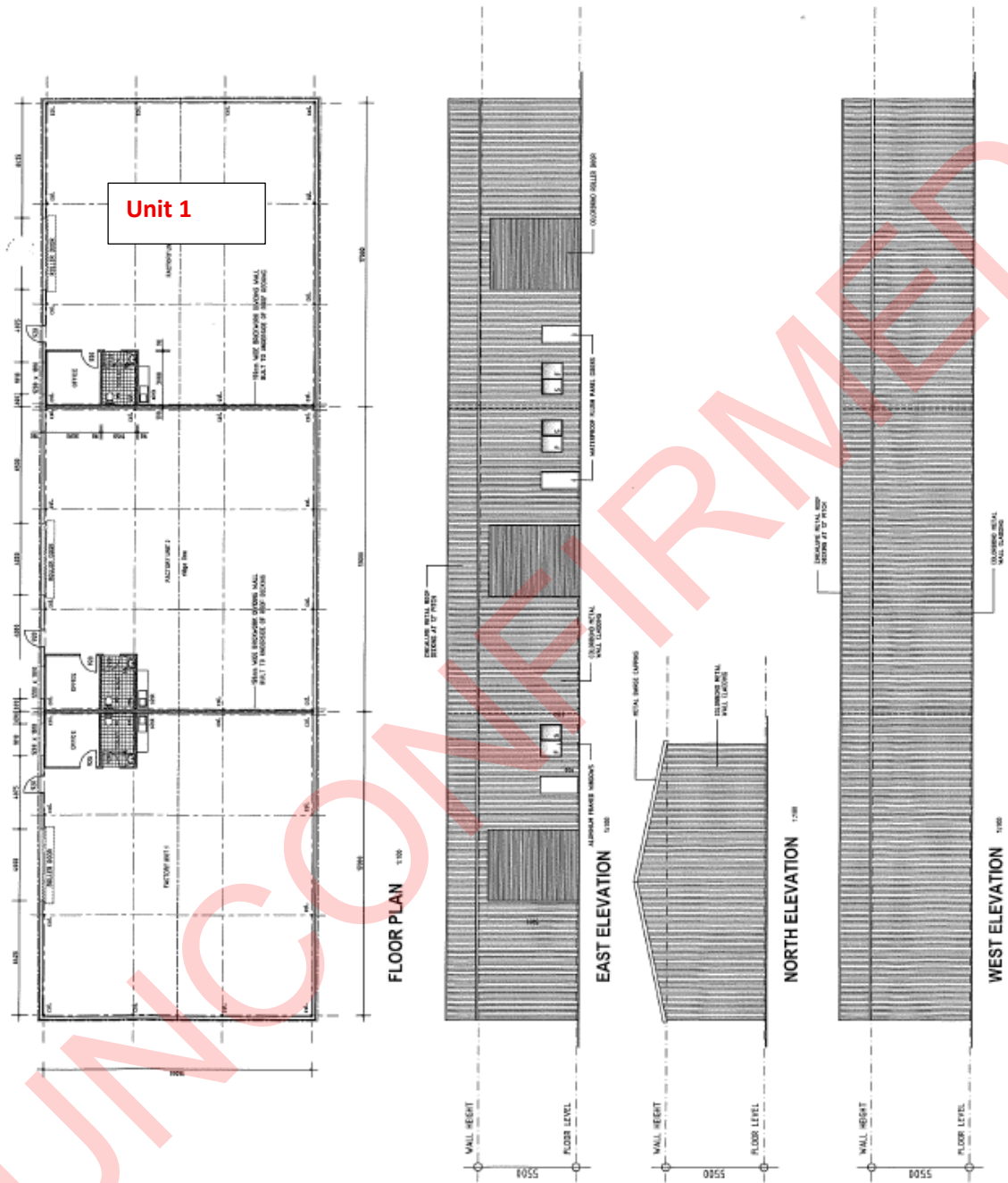
Signature of Director

*signature of director/company secretary
*(delete whichever designation is incorrect)

Name of Director (Print)

*name of director/company secretary (print)
*(delete whichever designation is incorrect)

Annexure 1- Sketch of Premises



Annexure 2- Lessor's Fixtures and Fittings

Air-conditioning in the office and kitchenette

Bathroom fittings

Roller Door

UNCONFIRMED

9.4.2 Delegation to Chief Executive Officer – Road Transport Contractual Chain Order

Report Date	26 May 2026
Applicant	Shire of Dalwallinu
File Ref	RO/11 – Roads - Reporting
Previous Meeting Reference	Nil
Prepared by	Jean Knight, Chief Executive Officer
Supervised by	Jean Knight, Chief Executive Officer
Disclosure of interest	Nil
Voting Requirements	Absolute Majority
Attachments	Nil

Purpose of Report

Council is requested to consider delegating authority to the Chief Executive Officer to review and amend rates as per the Road Transport Contractual Chain Order (RTCCO) that came into effect on 21 April 2026.

Background

The RTCCO was issued by the Fair Work Commission on 20 April 2026, coming into effect on 21 April 2026. This is a time sensitive emergency order designed to ensure, due to Middle East conflict related disruptions, that workers, contractors and businesses in road transport contractual chains can recover costs, particularly in response to urgent issues such as fuel price increases.

The purpose of the RTCCO is to force contractual chains to pay higher rates to road transport providers to cover sudden fuel price spike, protecting small fleet operators and owner-drivers from bearing the cost.

Consultation

WALGA

Legislative Implications

Fair Work Commission Order (20 April 2026)

State

Local Government Act 1995 – section 5.42

Policy Implications

Nil

Financial Implications

There will be negative financial implications associated with this proposal. The timing of this order will have minimal effect on the current budget as the majority of our road transport works have been completed for 2025-2026.

The 2026-2027 budget will take into account the increased fuel expenses.

General Function Implications

Nil



Strategic Implications

Nil

Site Inspection

Site inspection undertaken: No

Sustainability & Climate Change Implications

Economic implications

There are no known significant economic implications associated with this proposal.

Social implications

There are no known significant social implications associated with this proposal.

Environmental implications

There are no known significant environmental implications associated with this proposal.

Officer Comment

The order came into effect on 21 April 2026 and will be reviewed after one (1) month.

The trigger mechanism will be if the weekly National Average Terminal Gate (NATG) price for diesel is above \$2.00 per litre.

The obligations under this order require primary and secondary parties to review rates and adjust payment rates fortnightly or twice per calendar month to account for increased fuel costs.

The order applies to a “road transport contractual chain”, which includes any series of contracts where road transport work is performed for a primary party. It applies to both new and existing contracts, bypassing existing contract terms that do not allow for rapid rate adjustments.

To comply with the order, parties must map out their transport chain, review existing contracts for “rise and fall” clauses and calculate increased costs compared to a 6 March 2026 baseline.

Officers have reviewed the Shire’s contracts register and contacted those transport contractors that this order may affect.

Delegated authority is sought from Council as the rates are required to be reviewed fortnightly and Council only meet once per month.



Officer Recommendation/Council Resolution

MOTION 10574

Moved Cr DS Cream

Seconded Cr SC Carter

That Council:

1. Delegates authority to the Chief Executive Officer to review and amend rates as per the Road Transport Contractual Chain Order (RTCCO) that came into effect on 21 April 2026:
2. Request that the Chief Executive Officer provide a monthly report detailing the rate changes.

CARRIED BY ABSOLUTE MAJORITY 7/0

For: President KL Carter, Deputy MM Harms, SC Carter, Cr JL Counsel, Cr DS Cream, Cr S Dawson, Cr S Hickleton

Against: Nil



9.4.3 Agreement - Hand over of portions of Great Northern Highway*

Report Date	26 May 2026
Applicant	Main Roads WA
File Ref	RO/11 – Roads - Reporting
Previous Meeting Reference	Nil
Prepared by	Jean Knight, Chief Executive Officer
Supervised by	Jean Knight, Chief Executive Officer
Disclosure of interest	Nil
Voting Requirements	Simple Majority
Attachments	1. Agreement 2. Proclamation Plan

Purpose of Report

Council is requested to consider the handover of a portion of Great Northern Highway to the Shire of Dalwallinu and to consider two new road names for those portions.

Background

As part of the Muchea to Wubin improvement works on Great Northern Highway (GNH) realignment of GNH between Nadji Mia Road and the Pithara townsite was completed in 2019.

Due to the size of the project, land dealings and handover arrangements are still being formalised. This includes a 2.3km realignment of Great Northern Highway immediately south of Moller Road, 5km south of the Pithara townsite.

Whilst the majority of the old section of Great Northern Highway has been ripped and rehabilitated, two sections of road have been retained and upgraded to provide access to local properties as local roads.

This presents an opportunity for the Shire to consider new names for these two roads which are:

'Road 1' – approximately 0.57km in length, 100m south of Moller Road (adjacent to SLK 214.3 to 213.7 on the current Great Northern Highway). Road 1 provides access to the following properties: Lot 12, Lot 2725 and Lot 41.

'Road 2' – approximately 1.42km in length, 2.3km south of Moller Road, (adjacent to SLK 212.3 to 213.47 on the current Great Northern Highway). Road 2 provides access to the following properties: Lot 3, Lot 21, Lot 41 and Lot 53. The majority of Road 2 is located inside the boundary of Lot 53, Crown Reserve 10969, which is managed by the Shire of Dalwallinu.

Consultation

Gren Putland – Main Roads WA
Manager Works & Services

Legislative Implications

State

Main Roads Act 1930

Land Administration Act 1997



Policy Implications

Nil

Financial Implications

Nil

General Function Implications

Nil

Strategic Implications

Nil

Site Inspection

Site inspection undertaken: No

Sustainability & Climate Change Implications

Economic implications

There are no known significant economic implications associated with this proposal.

Social implications

There are no known significant social implications associated with this proposal.

Environmental implications

There are no known significant environmental implications associated with this proposal.

Officer Comment

Main Roads WA now intends to formally transfer these roads to the Shire of Dalwallinu, in preparation for proclamation of the new sections of Great Northern Highway and deproclamation of the old sections.

Recent assessments of the condition of the road and discussions between Main Roads WA and the Shire on the current and forecasted significance of Road 1 and Road 2 have resulted in agreement between the parties for the following works to be undertaken:

Main Roads WA agrees that significant works were undertaken on these roads as part of the realignment of Great Northern Highway between Nadji Mia Road and the Pithara townsite to ensure connectivity with the local road network. It is unlikely that any further significant works are required in the near future, however Main Roads Wheatbelt Region agrees to undertake a road inspection prior to the handover of these roads and undertake any remedial works required.

Should Council support the proposal, the transfer of responsibility for the road will occur once the agreement has been executed by both parties. It is agreed between the Shire and Main Roads WA that transfer of responsibility will in no way negate any agreed works stated above.

Following handover and the Shire renaming the roads, Main Roads WA will formerly proclaim the new Great Northern Highway alignment under Section 13 of the *Main Roads Act 1930* and deproclaim the former alignments.

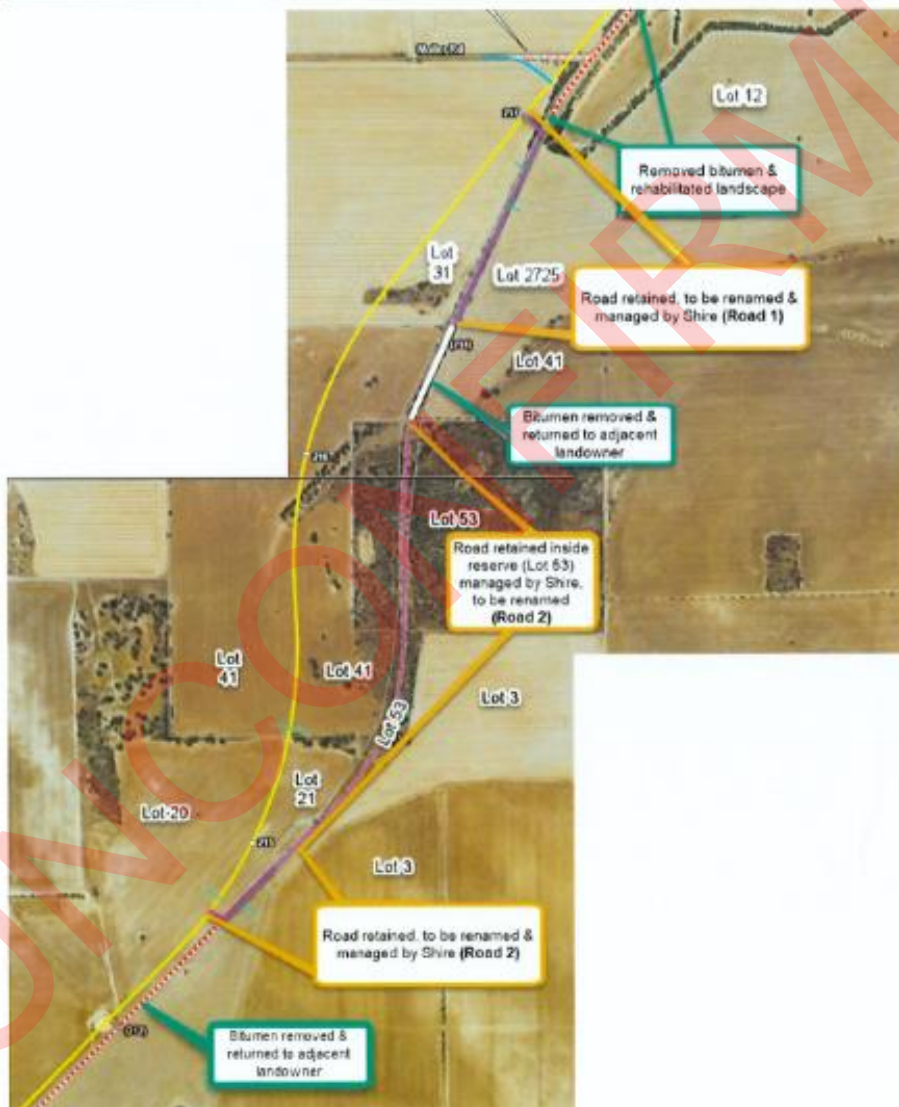


The Shire of Dalwallinu is to consider new names for Road 1 and Road 2. Landgate naming policy states both roads must have separate names.

As per the Policies and Standards for Geographical Naming in WA, all roads, whether they are public or private, shall be named and formally approved by Landgate.

A named road shall include only one navigable section. If a road design has become obstructed, due to construction of other roads or features, and is separated to become two unconnected navigable sections of road then these road extents must be assigned separate unique road names. This is particularly important when emergency service responders cannot navigate the entire course of the road from one end to the other.

Location of 'Road 1' and 'Road 2' – Shire of Dalwallinu handover information



Road Name

Every road name is to consist of a single name element followed by a road type (for example Smith Road, Jones Street).

Road type

The road type is to convey the function and characteristics of the roads.



Name duplication

Road names submitted for approval shall not be, regardless of road type:

- Homonymous, for example similar in spelling to an existing road name
- Similar in sound to an existing road name
- In the same locality as an existing road name
- In an adjoining locality
- In the same Australia Post postcode delivery area
- Less than 50km from the existing duplication in the rural areas

Road name duplication should be avoided in adjoining local governments.

At the Ordinary Council Meeting held on 26 April 2023, Council were requested to name the two roads in the new industrial subdivision. Council chose to name the roads York as one road was a continuation of the existing York Street and Butcher Place for the second road.

The Shire does not have a register of road names, however, has for many years been requested to name a road 'Mauchline'.

In 2020 we were contacted by Julie Whesson (nee Mauchline) requesting an update on when her grandparents would be honoured by the Dalwallinu Shire. She enclosed a letter from the Shire dated 12 November 1993 advising that consideration would be given to her suggestion to name a street, road or public recreational facility in recognition of her grandparents.

See below excerpt from her 2020 email:

My Grandfather (William Andrew Mauchline) was in the Australian army and fought in the first world war. He was shot twice and returned to Australia and was granted virgin land in Kalannie. My Grandfather was found dead by my Grandmother (Grace Mauchline) when a tree fell on him whilst he was clearing his block with an axe. He was buried in Dalwallinu. My father (Bill Mauchline) was only 2 years old and my grandmother was pregnant with my aunty when she found her husband. Grandmother continued to work the wheat/sheep farm after her husband's death and built up the farm to 5,000 acres. She never re-married. My father and aunty (Kitty Mauchline) rode horses to Dalwallinu each day to attend school but my father had to leave in grade six to help work on the farm.

My father later began his own business as a clearing contractor and converted Valentine tanks to do the work. He cleared land in the wheatbelt region and was very well liked and highly respected by all who knew him. One of the tanks is on loan to the shire and is displayed in the town of Maya.

My Grandparents came as pioneers to Kalannie and worked hard to build their home and community. The name of Mauchline is a name linked to the Western Australian wheatbelt region and I am passionate that the name should be honoured to pay respect to those who helped build it.

It is the Officers recommendation that subject to approval of the family, Road 1 be named Mauchline Road.

At the May Agenda briefing Session held 19 May 2026, Council were requested to submit names for Road 2.



Suggestions discussed were:

- Bradford – this is ineligible as there is already a road in the Shire with that name
- Mauchline North and Mauchline South – this is ineligible as you cannot have roads named North, South East and West
- Cooper – in recognition of Anthea Cooper

Anthea Cooper (Coops) arrived in Dalwallinu in 1968. For many years Anthea was a volunteer St John Ambulance driver, first aid instructor and convenor for the district, school bus driver, girl guide instructor and organiser of Anzac Day services. Anthea passed away in a motor vehicle accident in March 2005.

It is the Officer's recommendation that subject to approval of the family Road 2 be named Cooper Road.

Officer Recommendation

That Council:

1. Authorises the Chief Executive Officer to sign the Basis of Agreement between the Shire of Dalwallinu and Main Roads WA, for the handover of a portion of Great Northern Highway being Road 1 – SLK213.7 to SLK214.3 and Road 2 –SLK212.3 to 213.47;
2. Requests that subject to approval from the families, the Chief Executive Officer lodge with Landgate the road names for approval as follows:
 - Road 1 – Mauchline Road
 - Road 2 – Cooper Road.

PROCEDURAL MOTION 10575

Moved Cr DS Cream
Seconded Cr SC Carter

That Council suspend Standing Orders at 5.18pm to discuss additional road names for Item 9.4.3.

CARRIED 7/0

For: President KL Carter, Deputy MM Harms, SC Carter, Cr JL Counsel, Cr DS Cream, Cr S Dawson, Cr S Hickleton

Against: Nil

PROCEDURAL MOTION 10576

Moved Cr SC Carter
Seconded Cr DS Cream

That Council resume Standing Orders at 5.22pm.

CARRIED 7/0

For: President KL Carter, Deputy MM Harms, SC Carter, Cr JL Counsel, Cr DS Cream, Cr S Dawson, Cr S Hickleton

Against: Nil



AMENDEMENT

Moved Cr DS Cream
Seconded Cr S Hickleton

That the following be added as point 3 to the Officer recommendation:

3. Should approval not be given from the families/or Landgate for Mauchline Road and Cooper Road, point 3 should be added to the recommendation with two additional road names be added for approval:
 - Road 1 – Emu Road
 - Road 2 – Hunter Road

CARRIED 7/0

Council Resolution

SUBSTANTIVE MOTION 10577

Moved Cr MM Harms
Seconded Cr JL Counsel

That Council:

1. Authorises the Chief Executive Officer to sign the Basis of Agreement between the Shire of Dalwallinu and Main Roads WA, for the handover of a portion of Great Northern Highway being Road 1 – SLK213.7 to SLK214.3 and Road 2 –SLK212.3 to 213.47;
2. Requests that subject to approval from the families, the Chief Executive Officer lodge with Landgate the road names for approval as follows:
 - Road 1 – Mauchline Road
 - Road 2 – Cooper Road.
3. Should approval not be given from the families/or Landgate for Mauchline Road and Cooper Road, point 3 should be added to the recommendation with two additional road names be added for approval:
 - Road 1 – Emu Road
 - Road 2 – Hunter Road

CARRIED 7/0

For: President KL Carter, Deputy MM Harms, Cr SC Carter, Cr JL Counsel, Cr DS Cream, Cr S Dawson, Cr S Hickleton

Against: Nil



AMENDMENTS

PROCLAMATION LEGEND

EXISTING PROCLAIMED ROUTE

H006 Highway
(^ Road Name)

M042 Main Road
(^ Road Name)

SECTION TO BE DEPROCLAIMED

~~H002~~ ~~M012~~

SECTION TO BE PROCLAIMED

H006 Highway

M042 Main Road

^ Landgate approved local usage name.

PATHWAY RESPONSIBILITY

P018 Main Roads Controlled Path

P018 Other Path

~~P018~~ MR Controlled Path Removed

Controlled paths (shared, pedestrian or bicycle) depicted on this drawing are those for which Main Roads Western Australia has responsibility.

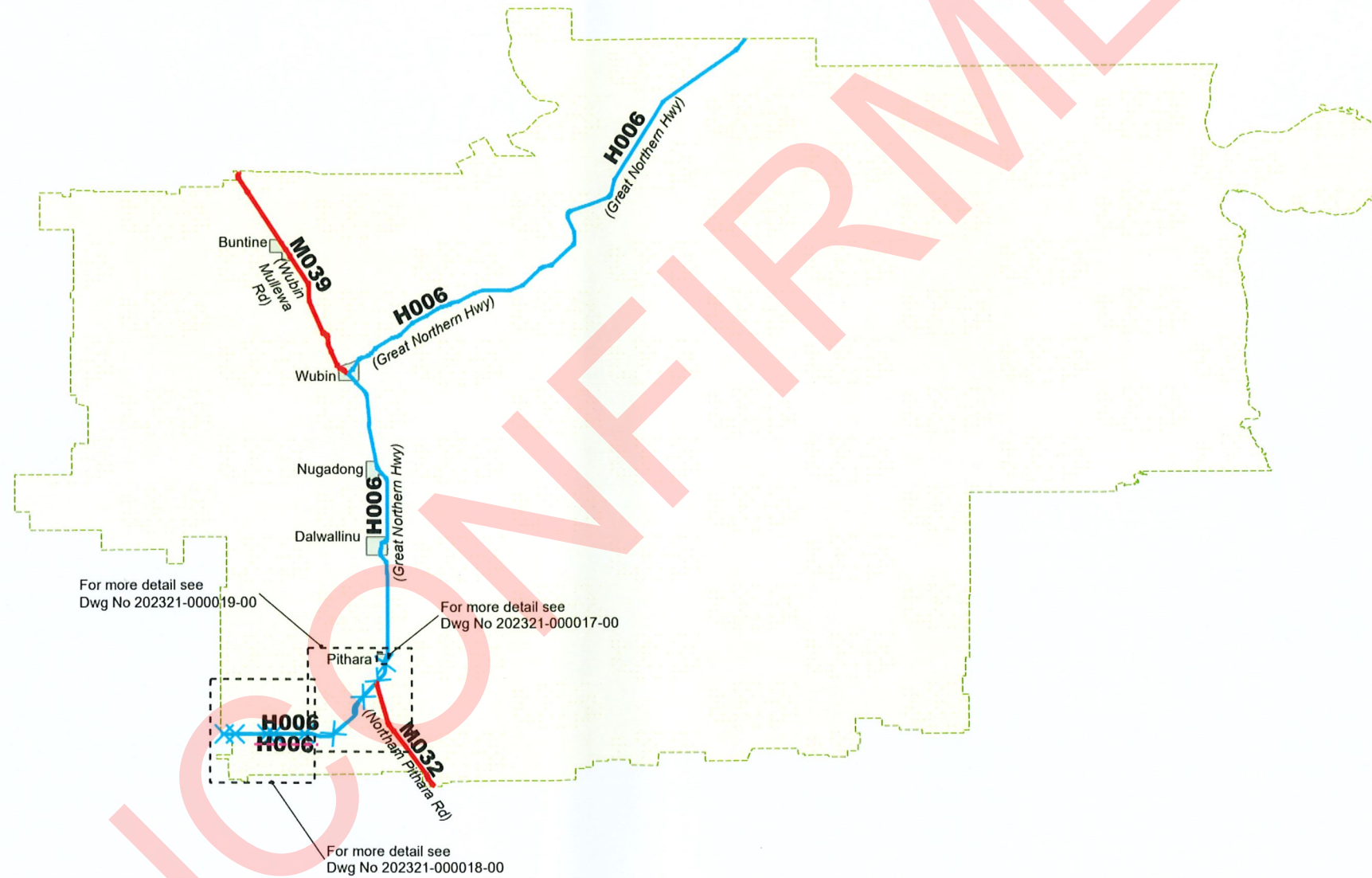
Paths, shared, pedestrian or bicycle, the responsibility of other entities are not shown.

NOTES:

Roads and/or paths are represented by centrelines which are a notional reference line that generates and approximates the centre of the pavement extent.

Ramp intersections are shown schematically. The point at which the lines meet represents the end of the median which separates the converging or diverging carriageways.

Slip lanes where ramps intersect other roads are not shown.



WHEATBELT REGION



SHIRE OF DALWALLINU

BASE MAP LEGEND

- Town Site Area And Boundary
- Local Government Area And Boundary
- Cadastre
- Local Road

NOTE: FOR DETAIL OF TOWNSITES - REFER TO TOWNSITE DRAWINGS

This is to certify that Local Government endorsed the proposal shown on this plan.

By Council Resolution:.....of

Council Meeting Held On:.....

OR by Delegated Authority by

Chief Executive Officer

Date:.....

OR in accordance with Section 5.41(d) and (2)(c)(ii) of the Local Government Act 1995.

Chief Executive Officer

Date:.....

Gazette:.....

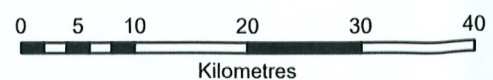
DATE OF ORIGINAL ISSUE: 04 Apr 23

Page No:.....

DRAWING AMENDMENT DATE:

THIS DRAWING SUPERSEDES: DWG-9522-207-02

RECOMMENDED	APPROVED
Signature:	Signature:
Position:	Position:
Date:	Date:



Planning and Technical Services Directorate

PROCLAMATION PLAN

Declared Roads

SHIRE OF DALWALLINU

SHIRE of DALWALLINU - LG No. 503

MAIN ROADS WESTERN AUSTRALIA

DWG TYPE	FILE No	DWG NUMBER
20:00	17/5720 26/140	202321-000016-00

SHEET 1 of 1

AMENDMENTS

PROCLAMATION LEGEND

EXISTING PROCLAIMED ROUTE

H006 Highway
(^ Road Name)

M042 Main Road
(^ Road Name)

SECTION TO BE DEPROCLAIMED

~~H002~~ ~~M012~~

SECTION TO BE PROCLAIMED

H006 Highway

M042 Main Road

^ Landgate approved local usage name.

PATHWAY RESPONSIBILITY

P018 Main Roads Controlled Path

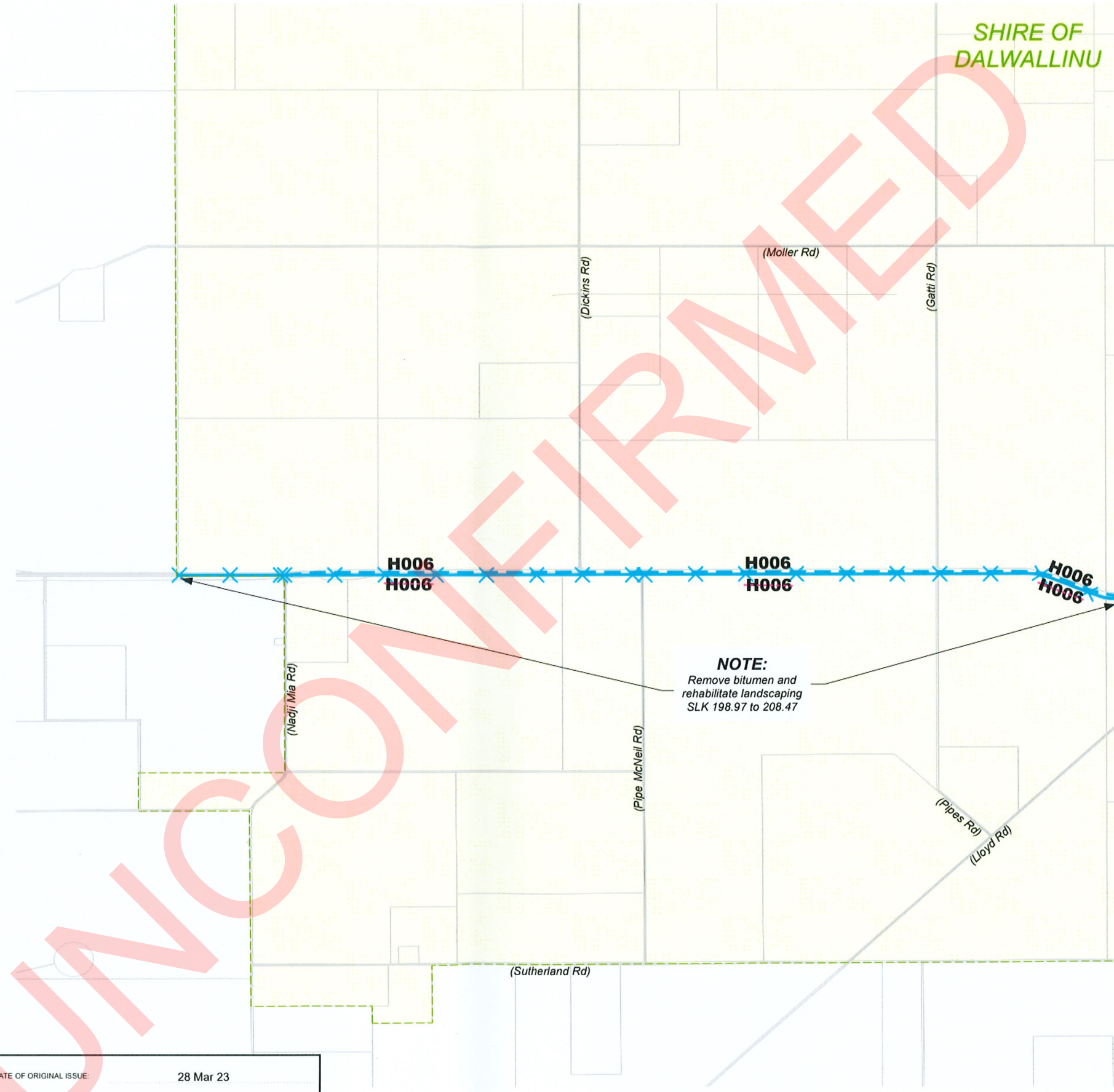
Other Path

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SHIRE OF DALWALLINU

NOTE:
Remove bitumen and rehabilitate landscaping SLK 198.97 to 208.47



SHIRE OF DALWALLINU

BASE MAP LEGEND

- Local Government Boundary
- Town Site Area And Boundary
- Cadastre
- Local Road

NOTE: FOR DETAIL OF TOWNSITES - REFER TO TOWNSITE DRAWINGS

This is to certify that Local Government endorsed the proposal shown on this plan.

By Council Resolution:.....of

Council Meeting Held On:.....

OR by Delegated Authority by

Chief Executive Officer

Date:.....

OR in accordance with Section 5.41(d) and (2)(c)(ii) of the Local Government Act 1995.

Chief Executive Officer

Date:.....

Gazette:.....

DATE OF ORIGINAL ISSUE: 28 Mar 23

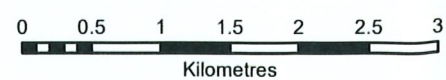
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Page No:.....

RECOMMENDED
Signature:
Position:
Date:

APPROVED
Signature:
Position:
Date:



Planning and Technical Services Directorate

PROCLAMATION PLAN

Declared Roads
Proclaim H006 Great Northern Hwy
Deproclaim H006 Great Northern Hwy
H006 SLK 198.97 - 208.47
SHIRE of DALWALLINU - LG No. 503

MAIN ROADS WESTERN AUSTRALIA

DWG TYPE	FILE No	DWG NUMBER
20:00	17/5720 26/140	202321-000018-00

SHEET 1 of 2

AMENDMENTS

PROCLAMATION LEGEND

EXISTING PROCLAIMED ROUTE

H006 Highway
(^ Road Name)

M042 Main Road
(^ Road Name)

SECTION TO BE DEPROCLAIMED

~~H002~~ ~~M012~~

SECTION TO BE PROCLAIMED

H006 Highway

M042 Main Road

^ Landgate approved local usage name.

PATHWAY RESPONSIBILITY

P018 Main Roads Controlled Path

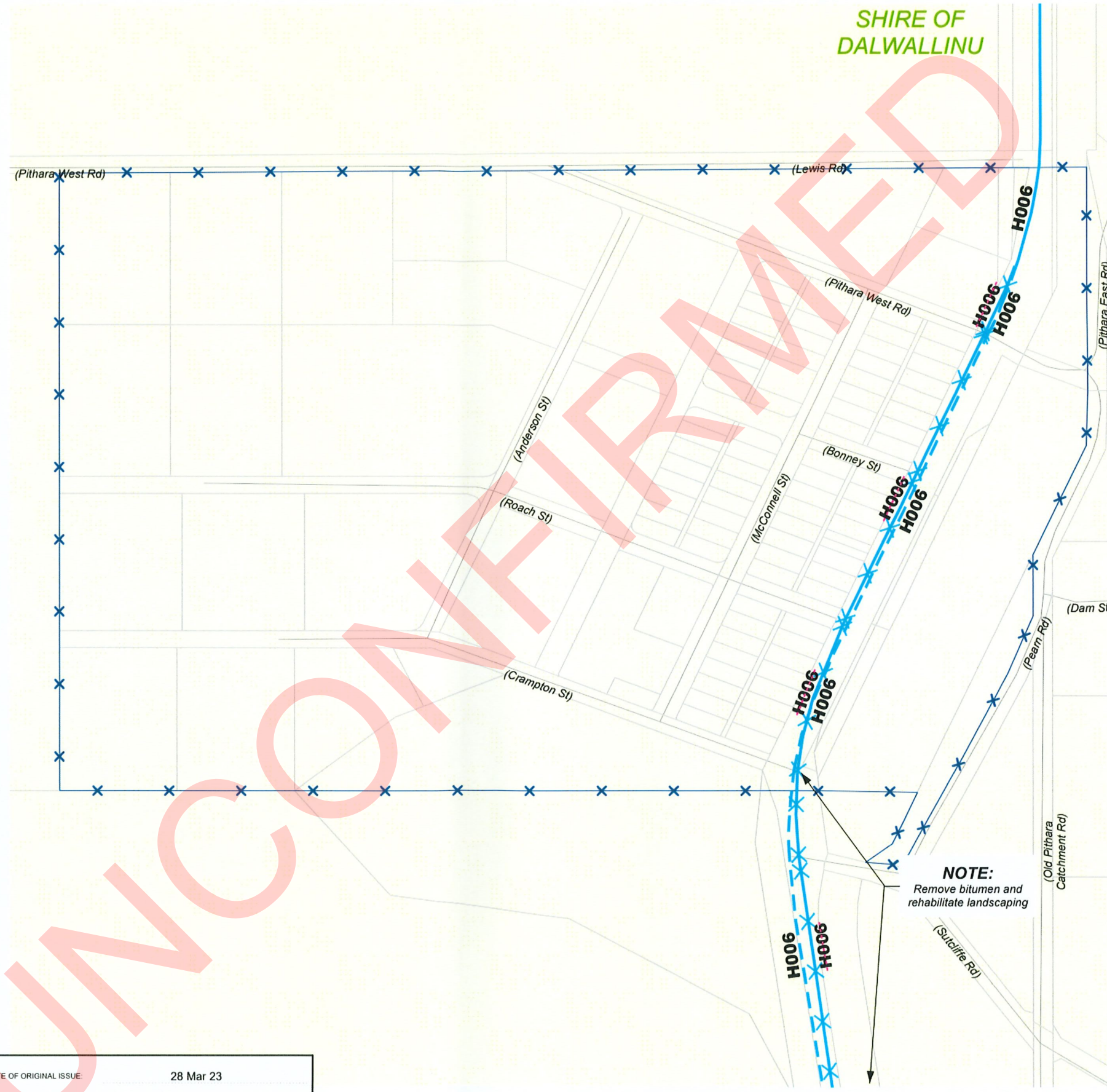
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SHIRE OF DALWALLINU

BASE MAP LEGEND

- Local Government Boundary
- Town Site Area And Boundary
- Cadastre
- Local Road

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By Council Resolution:.....of

Council Meeting Held On:.....

OR by Delegated Authority by

Chief Executive Officer

Date:.....

OR in accordance with Section 5.41(d) and (2)(c)(ii) of the Local Government Act 1995.

Chief Executive Officer

Date:.....

Gazette:.....

DATE OF ORIGINAL ISSUE: 28 Mar 23

Page No:.....

DRAWING AMENDMENT DATE:
THIS DRAWING SUPERSEDES: DWG-9522-209

RECOMMENDED
Signature:
Position:
Date:

APPROVED
Signature:
Position:
Date:

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Planning and Technical Services Directorate

PROCLAMATION PLAN
Declared Roads
PITHARA TOWNSITE
Proclaim H006 Great Northern Hwy
Deproclaim H006 Great Northern Hwy
SHIRE of DALWALLINU - LG No. 503

SHEET 1 of 1

MAIN ROADS WESTERN AUSTRALIA

DWG TYPE	FILE No	DWG NUMBER
20:00	17/5720 26/140	202321-000017-00

AMENDMENTS

PROCLAMATION LEGEND

EXISTING PROCLAIMED ROUTE

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(^ Road Name)

M042 Main Road
(^ Road Name)

SECTION TO BE DEPROCLAIMED

~~H002~~ ~~M012~~

SECTION TO BE PROCLAIMED

H006 Highway

M042 Main Road

^ Landgate approved local usage name.

PATHWAY RESPONSIBILITY

P018 Main Roads Controlled Path

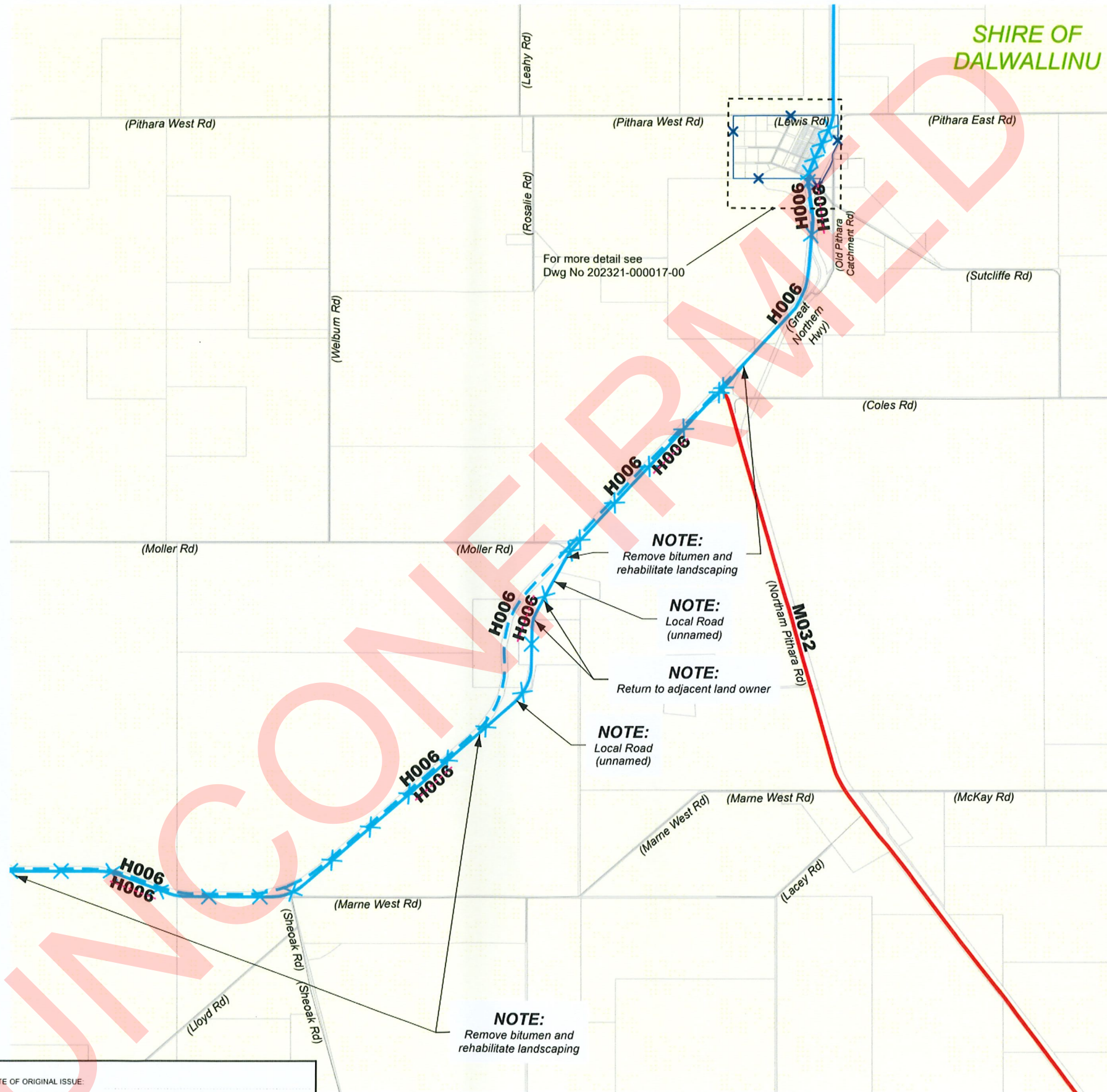
P018 Other Path

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SHIRE OF DALWALLINU

BASE MAP LEGEND

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OR by Delegated Authority by

Chief Executive Officer

Date:.....

OR in accordance with Section 5.41(d) and (2)(c)(ii) of the Local Government Act 1995.

Chief Executive Officer

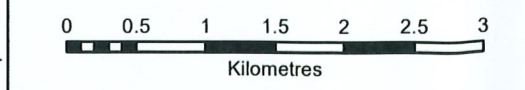
Date:.....

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Page No:.....

DATE OF ORIGINAL ISSUE:
DRAWING AMENDMENT DATE:
THIS DRAWING SUPERSEDES:

RECOMMENDED	APPROVED
Signature:	Signature:
Position:	Position:
Date:	Date:



Planning and Technical Services Directorate

PROCLAMATION PLAN

Declared Roads
Proclaim H006 Great Northern Hwy
Deproclaim H006 Great Northern Hwy
H006 - SLK 209.40 to 220.16

SHIRE of DALWALLINU - LG No. 503

SHEET 2 of 2

MAIN ROADS WESTERN AUSTRALIA

DWG TYPE	FILE No	DWG NUMBER
20:00	17/5720 26/140	202321-000019-00

- 10 APPLICATION FOR LEAVE OF ABSENCE**
Nil
- 11 MOTIONS OF WHICH NOTICE HAS BEEN RECEIVED**
Nil
- 12 QUESTIONS FROM MEMBERS WITHOUT NOTICE**
Nil
- 13 NEW BUSINESS OF AN URGENT NATURE (INTRODUCED BY DECISION OF THE MEETING)**
Nil
- 14. MEETING CLOSED TO THE PUBLIC – CONFIDENTIAL BUSINESS AS PER LOCAL GOVERNMENT ACT, 1995, SECTION 5.23(2)(b)& 5.23(4)(a)(b)**

MOTION 10578

Moved Cr SC Carter
Seconded Cr JL Counsel

That Council moves into a closed session at 5.26pm to consider the confidential report listed below in a meeting closed to the public in accordance with Section 5.23(2)(b) & (4)(a)(b) of the *Local Government Act 1995*.

14.1 Proposed Chief Executive Officer Contract Variation*

This matter is considered to be confidential under Section 5.23(2)(b) & (4)(a)(b) of the *Local Government Act 1995*, 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

5.23(2)(b) a matter relating to the recruitment or employment of the CEO or a senior employee a matter that if disclosed would reveal information relating to the personal affairs of an individual.

5.23(4)(a) legal advice, or other information, over which the local government holds legal professional privilege;

5.23(4)(b) information relating to the personal affairs of an individual;

CARRIED 7/0

For: President KL Carter, Deputy MM Harms, Cr SC Carter, Cr JL Counsel, Cr DS Cream, Cr S Dawson, Cr S Hickleton

Against: Nil

- 5.25pm *Chief Executive Officer Ms J Knight left the meeting.*
Manager Corporate Services Mrs H Jolly left the meeting.
Manager Works and Services Mr Marc Bennett left the meeting.
Executive Assistant Mrs DJ Whitehead left the meeting.



14.1 Proposed Chief Executive Officer Contract Variation*

Report Date	26 May 2026
Applicant	Shire of Dalwallinu
File Ref	PE/139 – Personal File
Previous Meeting Reference	Nil
Prepared by	Hanna Jolly, Manager Corporate Services
Supervised by	Jean Knight, Chief Executive Officer
Disclosure of interest	Nil
Voting Requirements	Absolute Majority
Attachments	1. Legal advice from McLeods 2. Request from Chief Executive Officer

Purpose of Report

Council is requested to consider amending the commencement and expiry dates in the current contract of the Chief Executive Officer and consider a request for the use of outstanding long service leave.

Officer Recommendation/Council Resolution

MOTION 10579

Moved Cr S Dawson
Seconded Cr S Hickleton

That Council:

1. Agree to vary the commencement date in the current Chief Executive Officer contract from 17 April 2024 to 1 July 2026 and amend the expiry date from 16 April 2029 to 30 June 2031;
2. Approve the request from the Chief Executive Officer to take one day per fortnight as Long Service Leave, subject to workload, commencing in early 2027, to remove the outstanding Long Service Leave liability from 2020.
3. Authorise the Shire President and Chief Executive Officer to sign and affix the Common Seal to the Variation of Contract Document.

CARRIED BY ABSOLUTE MAJORITY 7/0

For: President KL Carter, Deputy MM Harms, Cr SC Carter, Cr JL Counsel, Cr DS Cream, Cr S Dawson, Cr S Hickleton

Against: Nil



PROCEDURAL MOTION 10580

Moved Cr JL Counsel
Seconded Cr DS Cream

That the meeting come from behind closed doors at 5.29pm.

CARRIED 7/0

For: President KL Carter, Deputy MM Harms, Cr SC Carter, Cr JL Counsel, Cr DS Cream, Cr S Dawson, Cr S Hickleton

Against: Nil

5.29pm *Chief Executive Officer Ms J Knight returned to the meeting.
Manager Corporate Services Mrs H Jolly returned to the meeting.
Manager Works and Services Mr Marc Bennett returned to the meeting.
Executive Assistant Mrs DJ Whitehead returned to the meeting.*

15 SCHEDULING OF MEETING

The next Ordinary Meeting of Council will be held on 23 June 2026 at the Shire of Dalwallinu Council Chambers, 58 Johnston Street, Dalwallinu commencing at 5.00pm.

16 CLOSURE

There being no further business, the Chairperson closed the meeting at 5.30pm.

17 CERTIFICATION

I, Keith Leslie Carter, certify that the minutes of the Ordinary Council meeting held on the 26 May 2026, as shown on page numbers 1 to ### were confirmed as a true record at the Ordinary Council meeting held on 23 June 2026.

CHAIRPERSON

DATE

