

Ordinary Council Meeting Minutes

27 June 2023

3.30pm



This page has been left intentionally blank

UNCONFIRMED



Table of Contents

1	OPENING & ANNOUNCEMENT OF VISITORS	3
2	ANNOUNCEMENTS OF PRESIDING MEMBER.....	3
3	ATTENDANCE RECORD	3
3.1	Present.....	3
3.2	Apologies	3
3.3	Leave of Absence Previously Granted	3
4	DECLARATIONS OF INTEREST	3
5	PUBLIC QUESTION TIME.....	4
5.1	Response to Previous Public Questions Taken on Notice	4
5.2	Public Question Time.....	4
6	MINUTES OF PREVIOUS MEETINGS	4
6.1	Ordinary Council Meeting – 23 May 2023.....	4
6.2	Youth Advisory Council Meeting – 12 June 2023	4
7	PETITIONS/PRESENTATIONS/DEPUTATIONS/DELEGATES/REPORTS/SUBMISSIONS	4
7.1	Petitions.....	4
7.2	Presentations.....	4
7.3	Deputations	4
7.4	Delegates Reports/Submissions	4
8	METHOD OF DEALING WITH AGENDA BUSINESS (Show of hands)	4
9	REPORTS	5
9.1	WORKS & SERVICES	5
9.2	PLANNING & DEVELOPMENT	6
9.2.1	Subdivision Application No 163605 – Lots 2421, 2541 & 2165 Pollard Rd, Kalannie*	6
9.3	CORPORATE SERVICES	10
9.3.1	Accounts for Payment for May 2023*	10
9.3.2	Monthly Financial Statements for May 2023*	13
9.3.3	Draft Policy 1.24 Elected Members Discount and Draft Policy 4.17 Employee Discount – Dalwallinu Gymnasium and Dalwallinu Aquatic Centre*	15
9.3.4	Request to Write Off Outstanding Rates and Charges – A69802.....	17
9.4	CHIEF EXECUTIVE OFFICER	20
9.4.1	Renewal of Lease- Unit 1, 18 Huggett Drive, Dalwallinu*	20
9.4.2	Western Australian Local Government Association – Annual Convention 2023	23
9.4.3	Review of the Shire of Dalwallinu Community Engagement Plan*	26
9.4.4	Review of the Shire of Dalwallinu Communication Plan*	28



10	APPLICATIONS FOR LEAVE OF ABSENCE.....	30
11	MOTIONS OF WHICH NOTICE HAS BEEN RECEIVED	30
12	QUESTIONS FROM MEMBERS WITHOUT NOTICE	30
13	NEW BUSINESS OF AN URGENT NATURE (INTRODUCED BY DECISION OF THE MEETING).....	30
14	MEETING CLOSED TO THE PUBLIC – CONFIDENTIAL BUSINESS AS PER LOCAL GOVERNMENT ACT, 1995, SECTION 5.23(2)(b)(c)(e)	31
14.1	Award of Tender – RFT2223-06 Cartage of Road Building Materials.....	31
15	SCHEDULING OF MEETING	32
16	CLOSURE	32
17	CERTIFICATION	32



SHIRE OF DALWALLINU

MINUTES of the Ordinary Meeting of Council held at the Council Chambers, Shire Administration Centre, Dalwallinu on Tuesday 27 June 2023.

1 OPENING & ANNOUNCEMENT OF VISITORS

The Chairperson (President) opened the meeting at 3.30pm and welcomed Melissa Price MP and Mr Don Mitson-Clarke.

2 ANNOUNCEMENTS OF PRESIDING MEMBER

Nil

3 ATTENDANCE RECORD

3.1 Present

Shire President

Cr KL Carter
Cr JL Counsel
Cr DS Cream
Cr MM Harms
Cr KM McNeill
Cr NW Mills

Chief Executive Officer

Mrs JM Knight

Executive Assistant

Mrs DJ Whitehead

Manager Works Services

Mr MN Bennett

Manager Planning &

Mr D Burke

Development Services

Public

Ms Melissa Price MP

Member of Parliament

Mr Don Mitson-Clarke

Mr Barton Sprigg

Shermac

Mr Rikky Sprigg

Dallcon

Mr Brett Davies

Zage

3.2 Apologies

Nil

3.3 Leave of Absence Previously Granted

Deputy Shire President

Cr SC Carter

4 DECLARATIONS OF INTEREST

Nil



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 – 23 May 2023

MOTION 10092

Moved Cr NW Mills
Seconded Cr KM McNeill

That the Minutes of the Ordinary Meeting of Council held 23 May 2023 be confirmed.

CARRIED 6/0

6.2 Youth Advisory Council Meeting – 12 June 2023

MOTION 10093

Moved Cr JL Counsel
Seconded Cr MM Harms

That the Minutes of the Youth Advisory Council Meeting held 12 June 2023 be accepted.

CARRIED 6/0

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

There were nil reports this month for Works & Services

UNCONFIRMED



9.2 PLANNING & DEVELOPMENT

9.2.1 Subdivision Application No 163605 – Lots 2421, 2541 & 2165 Pollard Rd, Kalannie*

Report Date	27 June 2023
Applicant	AJ Marsh P/L
File Ref	Property files – A6323
Previous Meeting Reference	Nil
Prepared by	Doug Burke, Manager Planning & Development Services
Supervised by	Jean Knight, Chief Executive Officer
Disclosure of interest	Nil
Voting Requirements	Simple Majority
Attachments	Supporting Documentation

Purpose of Report

The Western Australian Planning Commission (WAPC) has referred an application for the subdivision of the subject property to Council for comment (refer to attachment). Council has until 28 June 2023 to provide the WAPC with their response.

The recommendation is that the WAPC be advised that the Shire of Dalwallinu supports in principle the proposed freehold subdivision.

Background

Subject Property:	Lots 2421, 2165 & 2541 Pollard Road, Kalannie
Land Use Zoning:	Rural
Property Owner:	Woodside Energy Carbon P/L
Applicant:	AJ Marsh P/L
Consent Authority:	Western Australia Planning Commission
Proposed Development:	Property boundary re-alignment of three existing allotments
Value of Development:	N/A

Alan Marsh has submitted a proposal to subdivide three existing allotments by way of boundary re-alignment. The property is located on the eastern side of Pollard Road which itself is situated south-east of Kalannie. The property is zoned 'Rural' under the Local Planning Scheme. The property has previously been cleared for cereal cropping.

The Council at the May 2023 meeting approved an application for a 'Tree Farm' on the subject properties. The development application (DA 112223) gave note of the intention to realign the internal boundaries so as to segregate the more arable land from that proposed for the Tree Farm.



Strategic Implications

The *Dalwallinu Local Planning Strategy 2013*.

The preamble to the section of the Strategy that deals with agricultural areas states that:

'The Council will encourage the diversification of agricultural uses in the rural areas where it is seen as an endeavour to spread the range of activities and products.'

This translates into the following recommended action:

'Actively protect prime agricultural land. Subdivision may be considered for lots east of the Rabbit Proof Fence Road, subject to the following;

- *Consideration of the size of rural properties in the locality;*
- *The resulting lots have an area of 200ha or greater;*
- *Allows the continued rural use of the land.'*

Site Inspection

An inspection of the site has been undertaken.

Triple Bottom Line Assessment

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 proposed subdivision will create 3 new lots with a gross area of 1,028ha by way of an internal boundary alignment. The smallest allotment (proposed Lot 102) will be 200ha in area. The remaining lots will range in size from 282ha (proposed Lot 101) to 545.47ha (proposed Lot 103).

In terms of subdivision, the Dalwallinu Local Planning Scheme requires that land east of the Rabbit Proof Fence have the following attributes:

- *Be consistent with the size of rural properties used for rural land uses in the locality.*
Comment: A cursory review of mapping of the local area supports the view that the proposed allotment sizes are in keeping with other neighbouring properties.
- *200ha or greater in size.*
Comment: All proposed allotments will satisfy this requirement.
- *Allow for continued rural land uses.*
Comment: The owner has been given development approval to establish a Tree Farm on the subject land.



Officer Recommendation

That Council direct the Chief Executive Officer to advise the Western Australian Planning Commission that the Shire endorses the proposed subdivision (App No. 163605) without reservation.

Recommendation/Resolution

MOTION 10094

Moved Cr MM Harms
Seconded Cr DS Cream

That Council direct the Chief Executive Officer to advise the Western Australian Planning Commission that the Shire endorses the proposed subdivision (App No. 163605) without reservation.

CARRIED 6/0



MODIFIED PLAN (13 JUNE 2023)

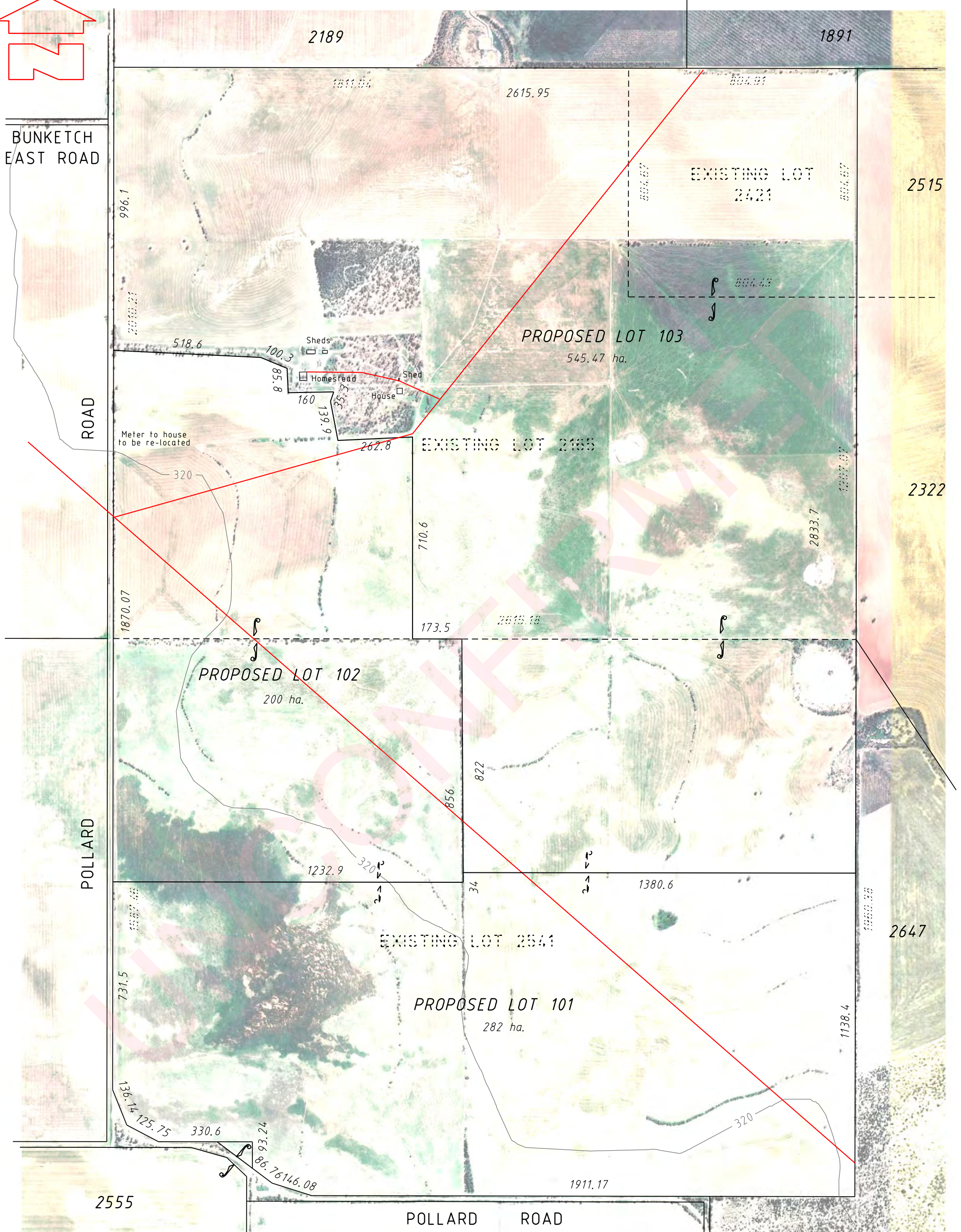


BUNKETCH EAST ROAD

ROAD

POLLARD

POLLARD ROAD



LEGEND

- PROPOSED LOT BOUNDARY
- - - EXISTING LOT BOUNDARY
- CONTOUR
- POWER LINE

1. ALL DIMENSIONS AND AREAS ARE SUBJECT TO SURVEY
2. NO EXISTING INFRASTRUCTURE AFFECTED
3. NO ADDITIONAL INFRASTRUCTURE REQUIRED

EXISTING LOT DETAILS

LOT 2421 ON DP 148432
C/T 1766 / 194
AREA 64.75 ha.

LOT 2165 ON DP 148432
C/T 1682 / 317
AREA 461.23 ha.

LOT 2541 ON DP 150610
C/T 1682 317
AREA 501.49 ha.

PROJECT:		PROPOSED RE-ALIGNMENT OF LOTS 2165 & 2421 ON DP 148432 AND LOT 2541 ON DP 150610 POLLARD ROAD KALANNIE - SHIRE OF DALWALLINU	
CONTACT:	CLIENT:	Date :	1/2/2023
ALAN MARSH P.O. Box 355 Gosnells Ph 398 1994 Mob 043 858 2441 ajmarsh@westnet.com.au	WOOSIDE ENERGY CARBON (SERVICES) P/L	Scale :	1: 12500 @ A3
		Datum :	AHD
		Co-ord :	MGA94
		DWG :	2023 - 2

9.3 CORPORATE SERVICES

9.3.1 Accounts for Payment for May 2023*

Report Date	27 June 2023
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	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 May 2023 from the Municipal Account, to the sum of \$2,874,127.95 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 \$3,166,727.98. There were no payments from the Trust Account. Total payments from all accounts being \$3,166,727.98 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 2022/2023.

Strategic Implications

Nil

Site Inspection

Not applicable

Triple Bottom Line Assessment

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 2022/2023 or authorised by separate resolution.

Officer Recommendation

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 May 2023 under Chief Executive Officer's delegated authority is endorsed in respect to the following bank accounts:

Municipal Fund Account totalling \$3,166,727.98 consisting of:

EFT Payments (EFT14462-EFT14629)	\$2,874,127.95
EFT Payments (Payroll)	\$130,868.00
Direct Debit – Credit Card (DD17211.1)	\$1,845.33
Direct Debit – Superannuation	\$27,419.02
Direct Debit – Payments to Department of Transport	\$131,870.95
Bank Fees	\$596.73



Recommendation/Resolution

MOTION 10095

Moved Cr MM Harms
Seconded Cr NW Mills

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 May 2023 under Chief Executive Officer's delegated authority is endorsed in respect to the following bank accounts:

Municipal Fund Account totalling \$3,166,727.98 consisting of:

EFT Payments (EFT14462-EFT14629)	\$2,874,127.95
EFT Payments (Payroll)	\$130,868.00
Direct Debit – Credit Card (DD17211.1)	\$1,845.33
Direct Debit – Superannuation	\$27,419.02
Direct Debit – Payments to Department of Transport	\$131,870.95
Bank Fees	

CARRIED 6/0



EFT PAYMENTS FOR THE MONTH OF MAY 2023

Chq/EFT	Date	Name	Description	Amount
EFT14462	04/05/2023	ON HOLD ON LINE	Monthly on Hold message - May 23	77.00
EFT14463	04/05/2023	KEITH LESLIE CARTER	Remaining 50% of President's allowance 2022/23	5,000.00
EFT14464	04/05/2023	WESTRAC EQUIPMENT PTY LTD	Fuel Sensor - DL203	267.82
EFT14465	04/05/2023	JASON SIGNMAKERS	Assorted signs Apr 23	493.19
EFT14466	04/05/2023	AUSTRALIA POST - SHIRE	Postage charges for shire admin Apr 23	114.26
EFT14467	04/05/2023	TELSTRA	Medical Centre usage to 18/4 & service/rental to 18/5	96.93
EFT14468	04/05/2023	DALWALLINU WHEATLAND MOTEL	Youth Week event 15/4/23 - food & beverages	2,000.00
EFT14469	04/05/2023	OFFICEWORKS	April Stationery Order	719.73
EFT14470	04/05/2023	ST JOHN AMBULANCE DALWALLINU	St John Ambulance memberships collected for April 23	324.00
EFT14471	04/05/2023	SYNERGY	Electricity Usage - Feb - Apr 23	6,595.59
EFT14472	04/05/2023	Team Global Express Pty Ltd	Freight charges - Apr 23	403.99
EFT14473	04/05/2023	STEWART & HEATON CLOTHING CO PTY LTD	PPE Order - Bush fire volunteers	444.09
EFT14474	04/05/2023	REFUEL AUSTRALIA	Diesel to Dalwallinu Shire Depot	16,214.40
EFT14475	04/05/2023	PAUL RAYMOND BRYANT	Refund of cancelled infant swimming lessons	24.00
EFT14476	04/05/2023	STEVEN CLIFFORD CARTER	Remaining 50% of Deputy President's allowance 2022/23	1,250.00
EFT14477	04/05/2023	SARAH DEL NERO	Refund of cancelled infant swimming lessons	24.00
EFT14478	04/05/2023	ROWDY'S ELECTRICAL	Electrical repairs Apr 23	378.47
EFT14479	04/05/2023	JUSTIN ANDREW JACKSON	Refund of cancelled infant swimming lessons	24.00
EFT14480	04/05/2023	SARAH THOLSTRUP	Refund of cancelled infant swimming lessons	24.00
EFT14481	04/05/2023	Hanna Kristina Jolly	Refund of cancelled infant swimming lessons	24.00
EFT14482	04/05/2023	REGIONAL DEVELOPMENT AUST - WHEATBELT WA	Refund of key & venue bonds paid 23/1/23	490.00
EFT14483	04/05/2023	CLAIRE HARRIS	Refund of cancelled infant swimming lessons	48.00
EFT14484	04/05/2023	AMPAC DEBT RECOVERY	Debt recovery costs for April 23	1,071.15
EFT14485	04/05/2023	HANKS MAINTENANCE AND GENERAL	General Maintenance Kalannie Townscape - Apr 23	2,846.25
EFT14486	04/05/2023	R N R AUTO ELECTRICS	Battery for DL747	244.86
EFT14487	04/05/2023	AFGRI EQUIPMENT AUSTRALIA PTY LTD	Whipper snipper cord rolls	110.70
EFT14488	04/05/2023	DALLCON	Supply of head walls and concrete	9,471.00
EFT14489	04/05/2023	P & J TRANSPORT PTY LTD	Freight charges on pool chemicals	199.10
EFT14490	04/05/2023	SHAE MARGUERITE SUNDSTROM - GALYER	Refund of cancelled infant swimming lessons	24.00
EFT14491	04/05/2023	LIBERTY PLUMBING & GAS	Clear blockage at 11A Anderson Way	1,025.00
EFT14492	04/05/2023	CIVIL ENGINEERING PROJECT MANAGEMENT PTY LTD	Consultant for DRFAWA Works - AGRN962 - Apr 23	33,309.38
EFT14493	04/05/2023	TOTALLY WORKWEAR JOONDALUP	Uniforms for works staff	641.80

EFT14494	04/05/2023	Danielle Hipwell	Refund of cancelled infant swimming lessons	24.00
EFT14495	04/05/2023	Brady Joel Wallis	Refund of cancelled infant swimming lessons	24.00
EFT14496	04/05/2023	DALWALLINU FOODWORKS	Assorted supplies for Admin, Council and Events - Apr 23	536.12
EFT14497	04/05/2023	Jane Praefke	Refund of cancelled infant swimming lessons	24.00
EFT14498	04/05/2023	Bronwyn Hyde	Refund of cancelled infant swimming lessons	24.00
EFT14499	04/05/2023	DEPT OF MINES, INDUSTRY REGULATIONS & SAFETY	BSL collected for April 23	2,211.76
EFT14500	04/05/2023	RICOH FINANCE	Lease fees for Shire admin printers Mar - Jun 23	1,171.83
EFT14501	04/05/2023	DOMAIN DIGITAL	IT charges - Apr 23, M365 Backup & UPS	4,044.04
EFT14502	04/05/2023	Carrie Maree Sprigg	Refund of cancelled infant swimming lessons	24.00
EFT14503	04/05/2023	Rebecca Mcgregor	Refund of cancelled infant swimming lessons	24.00
EFT14504	04/05/2023	TELAIR PTY LTD	NBN service fee 1/5/23 to 31/5/23	430.90
EFT14505	04/05/2023	Dorothy Sprigg	Refund of cancelled infant swimming lessons	48.00
EFT14506	04/05/2023	Shire Of Mingenew	Velpic online training platform usage Jan 23 - Mar 23	471.53
EFT14507	04/05/2023	Midwest Turf Supplies	Supply of synthetic cricket & glue	4,222.00
EFT14508	04/05/2023	Sherrin Rentals Pty Ltd	Hire of 15 t Pad Foot Roller including Mob/Dmob	1,331.00
EFT14509	04/05/2023	MC CIVIL CONTRACTORS	Road Rehabilitation Works	374,319.54
EFT14510	04/05/2023	BABA MARDIA ROAD SERVICES	Traffic management for RPF Rd	11,761.48
EFT14511	04/05/2023	BRE-ANNA SPRIGG	Refund of cancelled infant swimming lessons	24.00
EFT14512	04/05/2023	Perth Observatory Volunteer Group INC	Astronomy Night in Dalwallinu - 14 April 2023	2,500.00
EFT14513	04/05/2023	Tree Tech Australia Pty Ltd	Trim verge trees in accordance with Western Power notice	2,970.00
EFT14514	04/05/2023	Ice Machines Australia	Hoshizaki Self-contained under bench Ice Machine	5,932.30
EFT14515	04/05/2023	Shelley-Maree Shaw	Refund of cancelled infant swimming lessons	24.00
EFT14516	04/05/2023	Bronte Sprigg	Refund of cancelled infant swimming lessons	24.00
EFT14517	04/05/2023	Elysia Harris	Refund of cancelled infant swimming lessons	24.00
EFT14518	04/05/2023	Hazel Harris	Refund of cancelled infant swimming lessons	24.00
EFT14519	04/05/2023	Zoe Sprigg	Refund of cancelled infant swimming lessons	48.00
EFT14520	04/05/2023	Wubin Trading Co	Anzac Day Breakfast supplies	227.69
EFT14521	05/05/2023	REFUEL AUSTRALIA	Diesel for Shire Depot	15,158.20
EFT14522	05/05/2023	SITE ARCHITECTURE STUDIO	Contract Administration for Multi Purpose ECL Centre	4,895.00
EFT14523	05/05/2023	Three Sons Pty Ltd	Additional pathology charges for Heb testing for works	187.00
EFT14524	05/05/2023	PRISM CONTRACTING & CONSULTING PTY LTD	Civil Project Management Services - WSNF Apr 23	49,362.51
EFT14525	17/05/2023	KALANNIE PRIMARY SCHOOL	50% Bus subsidy for interm swimming lessons Feb 23	306.00
EFT14526	17/05/2023	WESTRAC EQUIPMENT PTY LTD	500 hr service kit - DL150	387.99
EFT14527	17/05/2023	JOHN R WALLIS ENGINEERING	Assorted supplies for Works - Apr 22	2,334.60
EFT14528	17/05/2023	RBC - RURAL	Call out for printing issues with new admin copiers	165.00

EFT14529	17/05/2023	T-QUIP	4 x side broom	740.00
EFT14530	17/05/2023	WURTH AUSTRALIA PTY LTD	Brake cleaner and lubricant for workshop	255.73
EFT14531	17/05/2023	WRIGHT EXPRESS FUEL CARDS AUSTRALIA LTD	Fuel for Apr 23	3,389.19
EFT14532	17/05/2023	BOC LIMITED	Monthly container rental - Apr 23	38.12
EFT14533	17/05/2023	AVON WASTE	Waste collections for Apr 23	18,188.13
EFT14534	17/05/2023	JENNY'S BAKEHOUSE	Assorted catering & gym water Mar-Apr 23	341.60
EFT14535	17/05/2023	BURGESS RAWSON (WA) PTY LTD	Water Usage Mar - May 23	52.31
EFT14536	17/05/2023	HATHWAY FARM EQUIPMENT	Gas bottle for Kalannie Sports Pavilion	165.00
EFT14537	17/05/2023	WALLIS COMPUTER SOLUTIONS	Refund of key & venue bonds for 2023 season	490.00
EFT14538	17/05/2023	KALANNIE BURAKIN FOOTBALL CLUB	Annual donation to Kalannie Football Club for 2022/23	2,000.00
EFT14539	17/05/2023	Team Global Express Pty Ltd	Freight charges - Apr 23	149.39
EFT14540	17/05/2023	STEWART & HEATON CLOTHING CO PTY LTD	PPE Order - Bush fire volunteers	536.85
EFT14541	17/05/2023	PJ BYWATERS & CO	Supply & deliver 50 tons blue metal dust	2,065.53
EFT14542	17/05/2023	FULTON HOGAN INDUSTRIES PTY LTD	EZ Street Pothole repair	3,766.40
EFT14543	17/05/2023	ROWDY'S ELECTRICAL	Electrical repairs Apr 23	688.53
EFT14544	17/05/2023	R N R AUTO ELECTRICS	Battery	146.30
EFT14545	17/05/2023	TALIS CONSULTANTS PTY LTD ATF TALIS UNIT TRUST	Consultancy services for period ending 31/3/23	5,500.00
EFT14546	17/05/2023	IXOM OPERATIONS PTY LTD	Container service fee for Mar 23	81.84
EFT14547	17/05/2023	LIBERTY PLUMBING & GAS	Repair Kalannie Sports Pavilion toilets	1,700.00
EFT14548	17/05/2023	Moore Australia (WA) Pty Ltd	Financial & Management Reporting workshops - May 23	2,596.00
EFT14549	17/05/2023	TOTALLY WORKWEAR JOONDALUP	Uniforms & embroidery for staff	186.60
EFT14550	17/05/2023	WA CONTRACT RANGER SERVICES PTY LTD	Ranger services Apr - May 23	1,782.00
EFT14551	17/05/2023	E FIRE & SAFETY	Monthly testing & 6 month check/replacement fire equipment	4,832.30
EFT14552	17/05/2023	DOMAIN DIGITAL	IT charges - May 23, M365 Backup	3,708.54
EFT14553	17/05/2023	WCS CONCRETE PTY LTD	Supply and Lay paths at Daycare	16,220.60
EFT14554	17/05/2023	Kleen West Distributors	Cleaning products for Shire of Dalwallinu	851.02
EFT14555	17/05/2023	BUNNINGS TRADE	Assorted building maintenance items	99.22
EFT14556	17/05/2023	DALWALLINU TRADERS	Assorted goods - Mar 23	1,338.60
EFT14557	17/05/2023	Maximum Drainage	Sewerage upgrade	89,116.06
EFT14558	17/05/2023	PRISM CONTRACTING & CONSULTING PTY LTD	Civil Project Management Services - WSNF Apr 23	14,187.69
EFT14559	17/05/2023	Zage Pty Ltd	Repairs to tipper body DL147	6,000.00
EFT14560	17/05/2023	RIVER HILL WA PTY LTD	Contract Works - AGRN 962 - Apr 23	281,210.44
EFT14561	17/05/2023	INTELIFE GROUP LTD	Mulching on Shire roads - Apr 23	15,444.00
EFT14562	17/05/2023	B & K Fencing	Fencing at sewerage system	9,681.87
EFT14563	17/05/2023	Kelmatt Industries Pty Ltd	Deposit on 8 mts x 1.84 Heavy Duty PVC padding	2,575.65

EFT14564	17/05/2023	Chubb Insurance Australia Limited	Legal representation	5,000.00
EFT14565	17/05/2023	OSCAR GARY BUTCHER	Fuel reimbursement for hired bus - student immersion visit	77.36
EFT14566	17/05/2023	BOEKEMAN MACHINERY	Assorted parts - Apr 23	223.33
EFT14567	17/05/2023	LANDGATE	Mining tenements chargeable Mar - Apr 23	42.15
EFT14568	17/05/2023	Child Support Agency	Payroll deductions	381.42
EFT14569	17/05/2023	DALWALLINU COMMUNITY RESOURCE CENTRE	Advertising in the Totally Locally - Apr 23	81.00
EFT14570	18/05/2023	WATER CORPORATION	Water Usage - Mar- May 23	21,705.22
EFT14571	18/05/2023	AVON WASTE	Waste collections for Mar 23	21,877.72
EFT14572	18/05/2023	TELSTRA	Assorted Phones usage to 6/5, service/rental to 29/6	1,791.57
EFT14573	18/05/2023	DEPUTY COMMISSIONER OF TAXATION	Fringe Benefits Tax payable 1/4/22 to 31/3/23	14,977.55
EFT14574	18/05/2023	SYNERGY	Electricity Usage - Streetlights - Mar - May 23	18,366.59
EFT14575	18/05/2023	Kings Park Fashions	Refund of venue bond for hire 12/5/23	210.00
EFT14576	18/05/2023	BITUTEK PTY LTD	Assorted seal Apr 23	251,801.00
EFT14577	18/05/2023	Dianne Maree Miller	Refund of key & venue bonds for hire 5-7/5	280.00
EFT14578	18/05/2023	Poolshop Online Pty Ltd	Calcium Hypochlorite for pool	247.50
EFT14579	18/05/2023	ARC CLEAN ENERGY PTY LTD	Assorted electrical repairs May 23	2,040.50
EFT14580	18/05/2023	The Spectacle Hut	Refund of bonds for hire 12/5/23	190.00
EFT14581	18/05/2023	MC CIVIL CONTRACTORS	WSFN Road Rehabilitation Works	141,824.52
EFT14582	18/05/2023	JACQUELINE FAY SHAW	Refund of rent paid in advance	814.35
EFT14583	24/05/2023	RBC - RURAL	Meterplan charge for admin photocopiers - May 23	1,019.15
EFT14584	24/05/2023	WATER CORPORATION	Water Usage Mar - May 23	1,271.19
EFT14585	24/05/2023	BRIDGESTONE SERVICE CENTRE DALWALLINU	Tyres for DL 131	780.00
EFT14586	24/05/2023	Dalwallinu Windscreen Service	Supply and install glass & tinting on drivers door DL 515	983.75
EFT14587	24/05/2023	THE RURAL BUILDING COMPANY PTY LTD	Lot 2 Bell Street - Progress payment	85,112.00
EFT14588	24/05/2023	BITUTEK PTY LTD	Assorted seal Apr 23	280,327.98
EFT14589	24/05/2023	R N R AUTO ELECTRICS	Repair aircon on grader - DL122	1,137.08
EFT14590	24/05/2023	Nicola Pronk	Refund of cancelled infant swimming lessons	24.00
EFT14591	24/05/2023	LIBERTY PLUMBING & GAS	Assorted plumbing works May 23	8,155.00
EFT14592	24/05/2023	WEST COAST STABILISERS	Provision of Grading Services - Apr 23	50,425.54
EFT14593	24/05/2023	Kelmatt Industries Pty Ltd	8 mts x 1.84 Heavy Duty PVC padding	2,575.65
EFT14594	24/05/2023	Countrywide Publications	Full page feature in Your Guide to Perth & WA	1,400.00
EFT14595	24/05/2023	LANDGATE	Mining tenements chargeable Mar - Apr 23	42.15
EFT14596	30/05/2023	WATER CORPORATION	Water Usage Mar - May 23	19,238.53
EFT14597	30/05/2023	TELSTRA	Medical Centre, usage to 18/5 and service/rental to 18/6	103.37
EFT14598	30/05/2023	OFFICEWORKS	May Stationery Order	471.66

EFT14599	30/05/2023	SYNERGY	Electricity Usage - Mar - May 23	5,862.78
EFT14600	30/05/2023	Team Global Express Pty Ltd	Freight charges May 23	403.01
EFT14601	30/05/2023	RW ROACH & CO	Gravel for Pithara East Road	14,319.36
EFT14602	30/05/2023	STEWART & HEATON CLOTHING CO PTY LTD	PPE Order bushfire volunteers	16.81
EFT14603	30/05/2023	REFUEL AUSTRALIA	Diesel for Dalwallinu Shire Depot	15,273.00
EFT14604	30/05/2023	SHERMAC AUSTRALIA PTY LTD	Remove and reinstall tipper bin on truck - DL147	1,100.00
EFT14605	30/05/2023	AMPAC DEBT RECOVERY	Debt recovery costs for May 23	16.50
EFT14606	30/05/2023	R N R AUTO ELECTRICS	Assorted parts & repairs	957.43
EFT14607	30/05/2023	P & J TRANSPORT PTY LTD	Freight charges on emulsion	129.80
EFT14608	30/05/2023	TOTALLY WORKWEAR JOONDALUP	Uniform for works crew	84.00
EFT14609	30/05/2023	Holly McFarlane	Refund of cancelled infant swimming lessons	24.00
EFT14610	30/05/2023	TRACTUS AUSTRALIA	Assorted tyres May 23	4,400.00
EFT14611	30/05/2023	ARPELS PTY LTD	Calibration of Draeger 5510	159.50
EFT14612	30/05/2023	DOMAIN DIGITAL	1 Year post warranty for Backup & Disaster Recovery Server	3,044.80
EFT14613	30/05/2023	Nicholas Sinnott	Contribution towards crossover @ 21 Bell St	2,000.00
EFT14614	30/05/2023	Maximum Drainage	Replace Culverts Dalwallinu	35,999.48
EFT14615	30/05/2023	PRISM CONTRACTING & CONSULTING PTY LTD	Civil Project Management Services - WSN Mar 23	3,400.10
EFT14616	30/05/2023	GEARED CONSTRUCTION PTY LTD	Construction of Multi Purpose Early CLC	366,610.46
EFT14617	30/05/2023	BOEKEMAN MACHINERY	Licensing fees for new DL747	450.00
EFT14618	30/05/2023	LANDGATE	Consolidated mining tenement roll 2023/2024	584.00
EFT14619	30/05/2023	Child Support Agency	Payroll deductions	381.42
EFT14620	30/05/2023	DALWALLINU COMMUNITY RESOURCE CENTRE	Advertising in the Totally Locally	40.50
EFT14621	31/05/2023	BURGESS RAWSON (WA) PTY LTD	Water usage Jan - May 23	972.23
EFT14622	31/05/2023	ROWDY'S ELECTRICAL	Rectify tripping rcd at Buntine tennis courts	445.50
EFT14623	31/05/2023	CLAIRE HARRIS	Refund of duplicate bond payment	490.00
EFT14624	31/05/2023	HANKS MAINTENANCE AND GENERAL	General Maintenance Kalannie Townscape - May 23	2,475.00
EFT14625	31/05/2023	LIBERTY PLUMBING & GAS	Clear main sewer blockage at Dalwallinu ablutions	300.00
EFT14626	31/05/2023	CIVIL ENGINEERING PROJECT MANAGEMENT PTY LTD	Consultant for DRFAWA Works - AGRN962 - May 23	35,974.13
EFT14627	31/05/2023	C C & I J MATSEN	Contribution towards crossover @ 35 Garland St	2,000.00
EFT14628	31/05/2023	BUNNINGS TRADE	Cleaning supplies	108.30
EFT14629	31/05/2023	MC CIVIL CONTRACTORS	Road Rehabilitation Works	381,714.30
				2,874,127.95

DIRECT DEBITS FOR THE MONTH OF MAY 2023

Chq/EFT	Date	Name	Description	Amount
DD17197.1	12/05/2023	AWARE SUPER	Superannuation contributions	8,439.27
DD17197.2	12/05/2023	AUSTRALIA SUPER	Superannuation contributions	556.00
DD17197.3	12/05/2023	THE TRUSTEE FOR COLONIAL SUPER RETIREMENT FUND	Superannuation contributions	450.76
DD17197.4	12/05/2023	CBUS	Superannuation contributions	258.71
DD17197.5	12/05/2023	LOCAL GOVERNMENT SUPERANNUATION SCHEME	Superannuation contributions	887.82
DD17197.6	12/05/2023	CATHOLIC SUPER	Superannuation contributions	708.26
DD17197.7	12/05/2023	REST INDUSTRY SUPER	Superannuation contributions	320.68
DD17197.8	12/05/2023	AUSTRALIAN SUPER	Superannuation contributions	1,583.17
DD17197.9	12/05/2023	SPIRIT SUPER	Superannuation contributions	254.26
DD17197.10	12/05/2023	M L C SUPER FUND	Superannuation contributions	324.70
DD17219.1	26/05/2023	AWARE SUPER	Superannuation contributions	8,349.43
DD17219.2	26/05/2023	AUSTRALIA SUPER	Superannuation contributions	554.49
DD17219.3	26/05/2023	THE TRUSTEE FOR COLONIAL SUPER RETIREMENT FUND	Superannuation contributions	457.11
DD17219.4	26/05/2023	CBUS	Superannuation contributions	258.71
DD17219.5	26/05/2023	LOCAL GOVERNMENT SUPERANNUATION SCHEME	Superannuation contributions	887.82
DD17219.6	26/05/2023	CATHOLIC SUPER	Superannuation contributions	716.25
DD17219.7	26/05/2023	REST INDUSTRY SUPER	Superannuation contributions	320.68
DD17219.8	26/05/2023	AUSTRALIAN SUPER	Superannuation contributions	1,151.27
DD17219.9	26/05/2023	SPIRIT SUPER	Superannuation contributions	266.67
DD17219.10	26/05/2023	M L C SUPER FUND	Superannuation contributions	672.96
				27,419.02

CREDIT CARD PAYMENTS FOR THE MONTH OF MAY 2023

Chq/EFT	Date	Name	Description	Amount
DD17211.1	18/04/2023	WA Newspapers Pty Ltd	Monthly charge for on-line newspapers	28.00
	22/04/2023	Wattle Grove Motel	Accommodation & meals for WH & S training 16-22 April	1129.00
	24/04/2023	Aussie Broadband	Monthly charge for internet at Dalwallinu Rec Centre	79.00
	27/04/2023	Reward Hospitality	Sanitary bin liners for Shire facilities	479.38
	01/05/2023	Westnet Pty Ltd	Monthly charge for internet at Shire admin building	129.95
				1,845.33

UNCONFIRMED



128BC3C 000112 (053N)
 SHIRE OF DALWALLINU
 PO BOX 141
 DALWALLINU WA 6609

Account Number **XXXX XXXX XXXX X952**

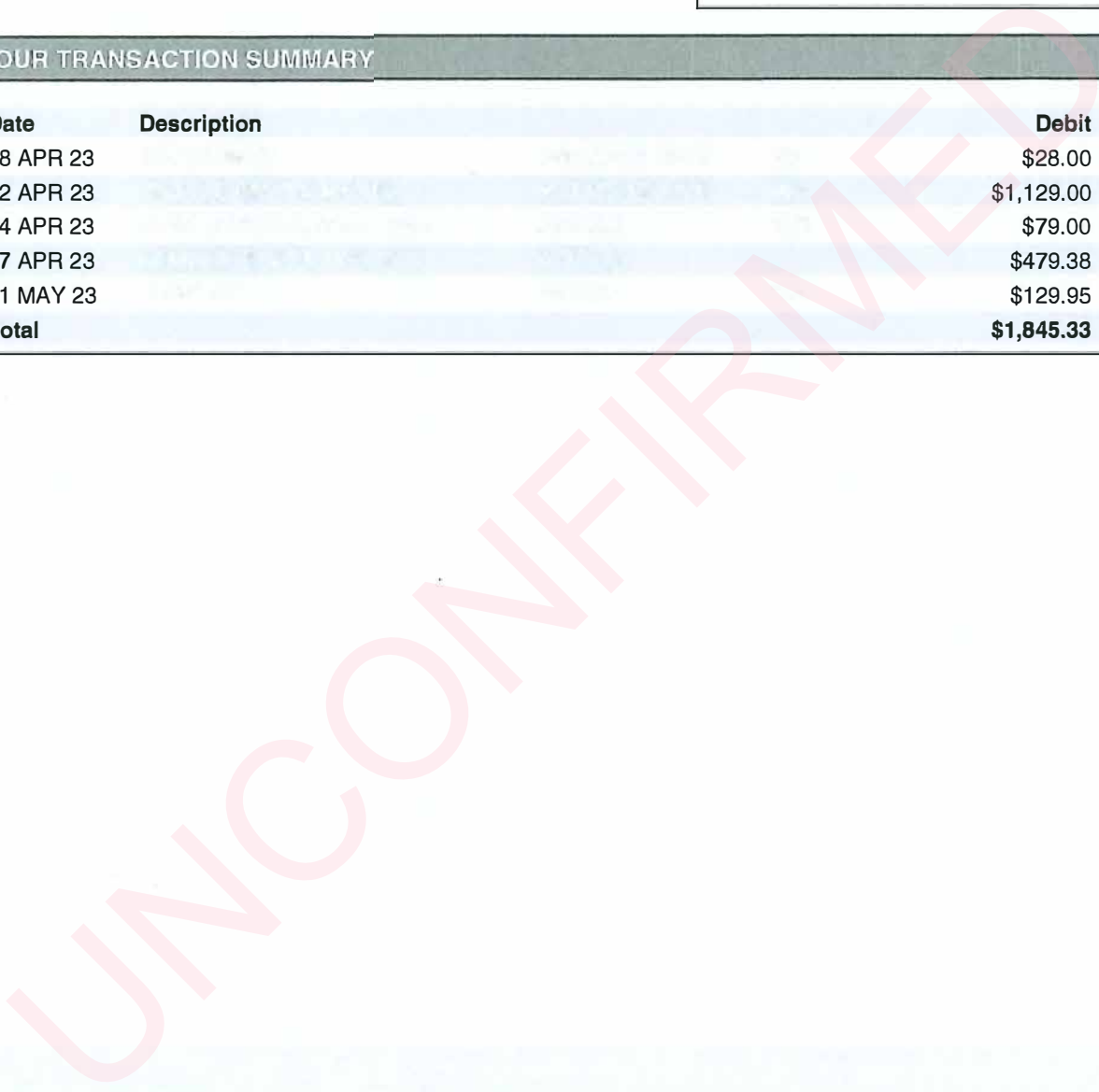
Period **7 Apr 23 - 8 May 23**

Monthly Spend Limit **\$20,000**

SUMMARY OF YOUR SPEND	
Purchases	\$1,845.33
Cash Advances & Balance Transfers	\$0.00

YOUR TRANSACTION SUMMARY

Date	Description	Debit	Credit
18 APR 23		\$28.00	
22 APR 23		\$1,129.00	
24 APR 23		\$79.00	
27 APR 23		\$479.38	
01 MAY 23		\$129.95	
Total		\$1,845.33	\$0.00



9.3.2 Monthly Financial Statements for May 2023*

Report Date	27 June 2023
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 31 May 2023.

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

Strategic Implications

Nil

Site Inspection

Site inspection undertaken: Not applicable

Triple Bottom Line Assessment

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 May 2023.

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

That the Council accept the Financial Reports as submitted for the month ending 31 May 2023.

Recommendation/Resolution

MOTION 10096

Moved Cr DS Cream
Seconded Cr JL Counsel

That the Council accept the Financial Reports as submitted for the month ending 31 May 2023.

CARRIED 6/0



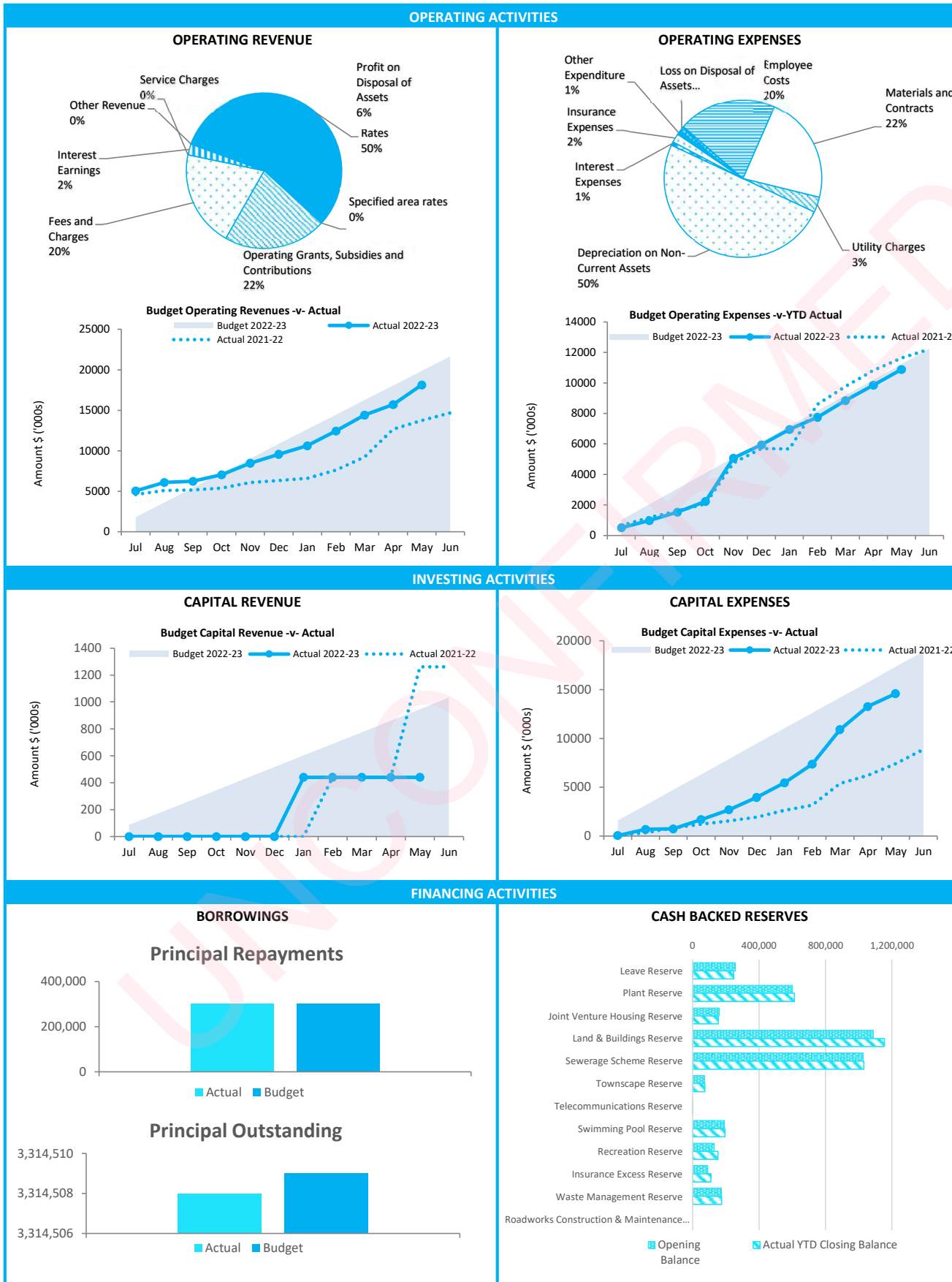
SHIRE OF DALWALLINU

MONTHLY FINANCIAL REPORT (Containing the Statement of Financial Activity) For the period ending 31 May 2023

LOCAL GOVERNMENT ACT 1995
LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996

TABLE OF CONTENTS

Statement of Financial Activity by Program	5
Statement of Financial Activity by Nature or Type	7
Basis of Preparation	8
Note 1 Statement of Financial Activity Information	9
Note 2 Cash and Financial Assets	10
Note 3 Receivables	11
Note 4 Other Current Assets	12
Note 5 Payables	13
Note 6 Rate Revenue	14
Note 7 Disposal of Assets	15
Note 8 Capital Acquisitions	16
Note 9 Borrowings	18
Note 10 Lease Liabilities	19
Note 11 Cash Reserves	20
Note 12 Other Current Liabilities	21
Note 13 Operating grants and contributions	22
Note 14 Non operating grants and contributions	24
Note 15 Budget Amendments	25
Note 16 Explanation of Material Variances	26



Funding surplus / (deficit) Components

Funding surplus / (deficit)				
	Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
Opening	\$3.18 M	\$3.18 M	\$3.18 M	(\$0.00 M)
Closing	\$0.00 M	\$2.90 M	\$1.77 M	(\$1.12 M)

Refer to Statement of Financial Activity

Cash and cash equivalents		
	\$	% of total
Unrestricted Cash	\$1.77 M	31.2%
Restricted Cash	\$3.91 M	68.8%

Refer to Note 2 - Cash and Financial Assets

Payables		% Outstanding
	\$	
Trade Payables	\$0.18 M	
Over 30 Days		0.1%
Over 90 Days		0%

Refer to Note 5 - Payables

Receivables		
	\$	% Collected
Rates Receivable	\$0.05 M	98.8%
Trade Receivable	\$0.43 M	
Over 30 Days		4.9%
Over 90 Days		2.7%

Refer to Note 3 - Receivables

Key Operating Activities

Amount attributable to operating activities			
Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
\$0.26 M	\$0.62 M	\$1.23 M	\$0.60 M

Refer to Statement of Financial Activity

Rates Revenue		
	\$	% Variance
YTD Actual	\$3.50 M	
YTD Budget	\$3.50 M	0.1%

Refer to Note 6 - Rate Revenue

Operating Grants and Contributions		
	\$	% Variance
YTD Actual	\$1.49 M	
YTD Budget	\$1.49 M	0.3%

Refer to Note 13 - Operating Grants and Contributions

Fees and Charges		
	\$	% Variance
YTD Actual	\$1.40 M	
YTD Budget	\$1.42 M	(1.4%)

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)
(\$2.38 M)	(\$0.65 M)	(\$2.19 M)	(\$1.54 M)

Refer to Statement of Financial Activity

Proceeds on sale		
	\$	%
YTD Actual	\$1.24 M	
Amended Budget	\$1.57 M	(21.3%)

Refer to Note 7 - Disposal of Assets

Asset Acquisition		
	\$	% Spent
YTD Actual	\$14.60 M	
Amended Budget	\$19.57 M	(25.4%)

Refer to Note 8 - Capital Acquisition

Capital Grants		
	\$	% Received
YTD Actual	\$11.17 M	
Amended Budget	\$15.61 M	(28.5%)

Refer to Note 8 - Capital Acquisition

Key Financing Activities

Amount attributable to financing activities			
Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
(\$1.06 M)	(\$0.25 M)	(\$0.44 M)	(\$0.19 M)

Refer to Statement of Financial Activity

Borrowings	
	\$
Principal repayments	\$0.30 M
Interest expense	\$0.08 M
Principal due	\$3.31 M

Refer to Note 9 - Borrowings

Reserves	
	\$
Reserves balance	\$3.91 M
Interest earned	\$0.08 M

Refer to Note 11 - Cash Reserves

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

Refer to Note 10 - Lease Liabilities

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

**KEY TERMS AND DESCRIPTIONS
FOR THE PERIOD ENDED 31 MAY 2023**

STATUTORY REPORTING PROGRAMS

Shire operations as disclosed in these financial statements encompass the following service orientated activities/programs.

PROGRAM NAME AND OBJECTIVES

ACTIVITIES

GOVERNANCE

To provide a decision making process for the efficient allocation of scarce resources.

Includes the activities of members of council and the administrative support available to the council for the provision of governance of the district. Other costs relate to the task of assisting elected members and ratepayers on matters which do not concern specific Shire services.

GENERAL PURPOSE FUNDING

To collect revenue to allow for the provision of services.

Rates income & expenditure, Grants commission and Pensioners deferred rates interest.

LAW, ORDER, PUBLIC SAFETY

To provide services to help ensure a safer and environmentally conscious community.

Supervision of various by-laws, fire prevention, emergency services and animal control.

HEALTH

To provide an operational framework for environmental and community health.

Food quality, pest control, immunisation services and other health.

EDUCATION AND WELFARE

To provide services to disadvantaged persons, the elderly, children and youth.

School support, assistance to playgroups, retirements villages and other voluntary services.

HOUSING

To provide and maintain employee, non-employee and elderly residents housing.

Provision and maintenance of staff and rental housing.

COMMUNITY AMENITIES

To provide services required by the community.

Rubbish collection services, operation of tips, noise control, administration of the town planning scheme, maintenance of cemeteries, maintenance of public conveniences, storm water drainage maintenance, sewerage scheme operation, litter control and roadside furniture.

RECREATION AND CULTURE

To establish and effectively manage infrastructure and resource which will help the social well being of the community.

Provision of facilities and support for organisations concerned with leisure time activities and sport, support for performing and creative arts and preservation of the natural estate. This includes maintenance of halls, aquatic centres, recreation and community centres, parks, gardens, sports grounds and operation of libraries.

TRANSPORT

To provide safe, effective and efficient transport services to the community.

Construction, maintenance and cleaning of streets, roads, bridges, drainage works, footpaths, parking facilities and traffic signs, cleaning and lighting of streets, depot maintenance and airstrip maintenance.

ECONOMIC SERVICES

To help promote the Shire and its economic wellbeing.

The regulation and provision of tourism, area promotion, building control, noxious weed control, vermin control, standpipes and land subdivisions.

OTHER PROPERTY AND SERVICES

To monitor and control the shire's overheads and operating accounts.

Private works operation, public works overheads, materials, salaries & wages, plant repairs and operation costs. With the exception of private works, the above activities listed are mainly summaries of costs that are allocated to all the works and services undertaken by Council.

**STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MAY 2023**

STATUTORY REPORTING PROGRAMS

	Ref Note	Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
		\$	\$	\$	\$	%	
Opening funding surplus / (deficit)	1(c)	3,177,164	3,177,164	3,177,164	(0)	(0.00%)	
Revenue from operating activities							
Governance		300	276	2,321	2,045	740.94%	
General purpose funding - general rates	6	3,498,898	3,497,777	3,501,431	3,654	0.10%	
General purpose funding - other		986,750	961,160	1,056,997	95,837	9.97%	
Law, order and public safety		65,884	46,297	65,899	19,602	42.34%	▲
Health		12,226	11,399	11,703	304	2.67%	
Education and welfare		3,302	2,989	23,407	20,418	683.10%	▲
Housing		837,544	808,457	652,668	(155,789)	(19.27%)	▼
Community amenities		638,078	631,697	660,070	28,373	4.49%	
Recreation and culture		172,141	161,500	144,411	(17,089)	(10.58%)	▼
Transport		460,531	457,261	444,081	(13,180)	(2.88%)	
Economic services		311,389	296,336	113,484	(182,852)	(61.70%)	▼
Other property and services		353,773	325,378	274,638	(50,740)	(15.59%)	▼
		7,340,816	7,200,527	6,951,110	(249,417)		
Expenditure from operating activities							
Governance		(804,013)	(730,146)	(617,172)	112,974	15.47%	▼
General purpose funding		(169,436)	(155,644)	(136,729)	18,915	12.15%	▼
Law, order and public safety		(220,450)	(205,565)	(200,117)	5,448	2.65%	
Health		(340,765)	(330,505)	(301,493)	29,012	8.78%	
Education and welfare		(137,207)	(126,038)	(106,521)	19,517	15.49%	▼
Housing		(445,445)	(429,451)	(349,995)	79,456	18.50%	▼
Community amenities		(862,615)	(793,278)	(719,807)	73,471	9.26%	
Recreation and culture		(2,289,209)	(2,107,082)	(1,889,051)	218,031	10.35%	▼
Transport		(6,474,356)	(5,930,039)	(5,992,584)	(62,545)	(1.05%)	
Economic services		(496,745)	(456,173)	(443,194)	12,979	2.85%	
Other property and services		(98,991)	(48,829)	(128,566)	(79,737)	(163.30%)	▲
		(12,339,232)	(11,312,750)	(10,885,229)	427,521		
Non-cash amounts excluded from operating activities	1(a)	5,256,384	4,736,166	5,160,175	424,009	8.95%	
Amount attributable to operating activities		257,968	623,943	1,226,056	602,113		
Investing Activities							
Proceeds from non-operating grants, subsidies and contributions	14	15,614,425	14,974,424	11,169,985	(3,804,439)	(25.41%)	▼
Proceeds from disposal of assets	7	1,573,621	1,573,621	1,237,864	(335,757)	(21.34%)	▼
Payments for property, plant and equipment and infrastructure	8	(19,566,043)	(17,200,340)	(14,596,578)	2,603,762	15.14%	▼
Amount attributable to investing activities		(2,377,997)	(652,295)	(2,188,729)	(1,536,435)		
Financing Activities							
Transfer from reserves	11	957,069	440,185	440,185	0	0.00%	
Payments for principal portion of lease liabilities	10	(22,609)	(23,135)	(23,134)	1	0.00%	
Repayment of debentures	9	(304,000)	(162,149)	(304,000)	(141,851)	(87.48%)	▼
Transfer to reserves	11	(1,686,748)	(506,748)	(555,145)	(48,397)	(9.55%)	
Amount attributable to financing activities		(1,056,288)	(251,847)	(442,094)	(190,247)		
Closing funding surplus / (deficit)	1(c)	847	2,896,965	1,772,396			

KEY INFORMATION

▲ ▼ Indicates a variance between Year to Date (YTD) Actual and YTD Actual data as per the adopted materiality threshold. Refer to threshold. Refer to Note 16 for an explanation of the reasons for the variance.

The material variance adopted by Council for the 2022-23 year is \$10,000 or 10.00% whichever is the greater.

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

KEY TERMS AND DESCRIPTIONS FOR THE PERIOD ENDED 31 MAY 2023

NATURE OR TYPE DESCRIPTIONS

REVENUE

RATES

All rates levied under the *Local Government Act 1995*. Includes general, differential, specified area rates, minimum rates, interim rates, back rates, ex-gratia rates, less discounts and concessions offered. Exclude administration fees, interest on instalments, interest on arrears, service charges and sewerage rates.

OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS

Refers to all amounts received as grants, subsidies and contributions that are not non-operating grants.

NON-OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS

Amounts received specifically for the acquisition, construction of new or the upgrading of identifiable non financial assets paid to a local government, irrespective of whether these amounts are received as capital grants, subsidies, contributions or donations.

REVENUE FROM CONTRACTS WITH CUSTOMERS

Revenue from contracts with customers is recognised when the local government satisfies its performance obligations under the contract.

FEES AND CHARGES

Revenues (other than service charges) from the use of facilities and charges made for local government services, sewerage rates, rentals, hire charges, fee for service, photocopying charges, licences, sale of goods or information, fines, penalties and administration fees. Local governments may wish to disclose more detail such as rubbish collection fees, rental of property, fines and penalties, other fees and charges.

SERVICE CHARGES

Service charges imposed under *Division 6 of Part 6 of the Local Government Act 1995*. *Regulation 54 of the Local Government (Financial Management) Regulations 1996* identifies these as television and radio broadcasting, underground electricity and neighbourhood surveillance services. Exclude rubbish removal charges. Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.

INTEREST EARNINGS

Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.

OTHER REVENUE / INCOME

Other revenue, which can not be classified under the above headings, includes dividends, discounts, rebates etc.

PROFIT ON ASSET DISPOSAL

Excess of assets received over the net book value for assets on their disposal.

EXPENSES

EMPLOYEE COSTS

All costs associate with the employment of person such as salaries, wages, allowances, benefits such as vehicle and housing, superannuation, employment expenses, removal expenses, relocation expenses, worker's compensation insurance, training costs, conferences, safety expenses, medical examinations, fringe benefit tax, etc.

MATERIALS AND CONTRACTS

All expenditures on materials, supplies and contracts not classified under other headings. These include supply of goods and materials, legal expenses, consultancy, maintenance agreements, communication expenses, advertising expenses, membership, periodicals, publications, hire expenses, rental, leases, postage and freight etc. Local governments may wish to disclose more detail such as contract services, consultancy, information technology, rental or lease expenditures.

UTILITIES (GAS, ELECTRICITY, WATER, ETC.)

Expenditures made to the respective agencies for the provision of power, gas or water. Exclude expenditures incurred for the reinstatement of roadwork on behalf of these agencies.

INSURANCE

All insurance other than worker's compensation and health benefit insurance included as a cost of employment.

LOSS ON ASSET DISPOSAL

Shortfall between the value of assets received over the net book value for assets on their disposal.

DEPRECIATION ON NON-CURRENT ASSETS

Depreciation expense raised on all classes of assets.

INTEREST EXPENSES

Interest and other costs of finance paid, including costs of finance for loan debentures, overdraft accommodation and refinancing expenses.

OTHER EXPENDITURE

Statutory fees, taxes, allowance for impairment of assets, member's fees or State taxes. Donations and subsidies made to community groups.

**STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MAY 2023**

BY NATURE OR TYPE

	Ref Note	Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
		\$	\$	\$	\$	%	
Opening funding surplus / (deficit)	1(c)	3,177,164	3,177,164	3,177,164	(0)	(0.00%)	
Revenue from operating activities							
Rates	6	3,498,898	3,497,777	3,501,431	3,654	0.10%	
Operating grants, subsidies and contributions	13	1,525,968	1,486,087	1,491,001	4,914	0.33%	
Fees and charges		1,490,560	1,415,272	1,395,961	(19,311)	(1.36%)	
Interest earnings		91,004	67,017	158,338	91,321	136.27%	▲
Other revenue		100	88	35	(53)	(60.23%)	
Profit on disposal of assets	7	734,286	734,286	404,344	(329,942)	(44.93%)	▼
		7,340,816	7,200,527	6,951,110	(249,417)		
Expenditure from operating activities							
Employee costs		(2,619,840)	(2,368,194)	(2,200,126)	168,068	7.10%	
Materials and contracts		(2,779,856)	(2,585,662)	(2,419,891)	165,771	6.41%	
Utility charges		(448,845)	(382,864)	(341,820)	41,044	10.72%	▼
Depreciation on non-current assets		(5,990,306)	(5,491,972)	(5,438,933)	53,039	0.97%	
Interest expenses		(120,420)	(120,403)	(81,321)	39,082	32.46%	▼
Insurance expenses		(216,429)	(216,286)	(195,441)	20,845	9.64%	
Other expenditure		(163,172)	(147,005)	(82,111)	64,894	44.14%	▼
Loss on disposal of assets	7	(364)	(364)	(125,586)	(125,222)	(34401.65%)	▲
		(12,339,232)	(11,312,750)	(10,885,229)	427,521		
Non-cash amounts excluded from operating activities							
	1(a)	5,256,384	4,736,166	5,160,175	424,009	8.95%	
Amount attributable to operating activities		257,968	623,943	1,226,056	602,113		
Investing activities							
Proceeds from non-operating grants, subsidies and contributions	14	15,614,425	14,974,424	11,169,985	(3,804,439)	(25.41%)	▼
Proceeds from disposal of assets	7	1,573,621	1,573,621	1,237,864	(335,757)	(21.34%)	▼
Payments for property, plant and equipment	8	(19,566,043)	(17,200,340)	(14,596,578)	2,603,762	15.14%	▼
Amount attributable to investing activities		(2,377,997)	(652,295)	(2,188,729)	(1,536,435)		
Financing Activities							
Transfer from reserves	11	957,069	440,185	440,185	0	0.00%	
Payments for principal portion of lease liabilities		(22,609)	(23,135)	(23,134)	1	0.00%	
Repayment of debentures	9	(304,000)	(162,149)	(304,000)	(141,851)	(87.48%)	▼
Transfer to reserves	11	(1,686,748)	(506,748)	(555,145)	(48,397)	(9.55%)	
Amount attributable to financing activities		(1,056,288)	(251,847)	(442,094)	(190,247)		
Closing funding surplus / (deficit)	1(c)	847	2,896,965	1,772,396	(1,124,569)		

KEY INFORMATION

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

Refer to Note 16 for an explanation of the reasons for the variance.

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

BASIS OF PREPARATION

REPORT PURPOSE

This report is prepared to meet the requirements of *Local Government (Financial Management) Regulations 1996 , Regulation 34* . Note: The statements and accompanying notes are prepared based on all transactions recorded at the time of preparation and may vary due to transactions being processed for the reporting period after the date of preparation.

BASIS OF ACCOUNTING

This statement comprises a special purpose financial report which has been prepared in accordance with Australian Accounting Standards (as they apply to local governments and not-for-profit entities) and Interpretations of the Australian Accounting Standards Board, and the *Local Government Act 1995* and accompanying regulations.

The *Local Government (Financial Management) Regulations 1996* take precedence over Australian Accounting Standards.

Regulation 16 prohibits a local government from recognising as assets Crown land that is a public thoroughfare, such as land under roads, and land not owned by but under the control or management of the local government, unless it is a golf course, showground, racecourse or recreational facility of State or regional significance. Consequently, some assets, including land under roads acquired on or after 1 July 2008, have not been recognised in this financial report. This is not in accordance with the requirements of *AASB 1051 Land Under Roads paragraph 15* and *AASB 116 Property, Plant and Equipment paragraph 7*.

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 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.

PREPARATION TIMING AND REVIEW

Date prepared: All known transactions up to 07 May 2023

SIGNIFICANT ACCOUNTING POLICES

CRITICAL ACCOUNTING 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 that are 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 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.

In the process of reporting on the local government as a single unit, all transactions and balances between those funds (for example, loans and transfers between funds) have been eliminated.

All monies held in the Trust Fund are excluded from the financial statements. A separate statement of those monies

GOODS AND SERVICES TAX

Revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Taxation Office (ATO). Receivables and payables are stated inclusive of GST receivable or payable. The net amount of GST recoverable from, or payable to, the ATO is included with receivables or payables in the statement of financial position. Cash flows are presented on a gross basis. The GST components of cash flows arising from investing or financing activities which are recoverable from, or payable to, the ATO are presented as operating cash flows.

ROUNDING OFF FIGURES

All figures shown in this statement are rounded to the nearest dollar.

(a) Non-cash items 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.

	Notes	Amended Budget	YTD Budget (a)	YTD Actual (b)
Non-cash items excluded from operating activities				
		\$	\$	\$
Adjustments to operating activities				
Less: Profit on asset disposals	7	(734,286)	(734,286)	(404,344)
Add: Loss on asset disposals	7	364	364	125,586
Add: Depreciation on assets		5,990,306	5,491,972	5,438,933
Total non-cash items excluded from operating activities		5,256,384	4,758,050	5,160,175

(b) Adjustments to net current assets in the Statement of Financial Activity

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.

		Last Year Closing	This Time Last Year	Year to Date
		30 June 2022	31 May 2022	31 May 2023
Adjustments to net current assets				
Less: Reserves - restricted cash	11	(3,794,137)	(4,332,426)	(3,909,097)
Less: Provisions		(411,575)	(367,438)	(408,518)
Add: Borrowings	9	304,001	139,756	1
Add: Provisions - employee	12	411,575	367,548	411,575
Add: Lease liabilities	10	23,028	6,783	314
Add: Cash backed leave portion		256,140	209,381	256,140
Total adjustments to net current assets		(3,210,968)	(3,976,396)	(3,649,585)

(c) Net current assets used in the Statement of Financial Activity

Current assets				
Cash and cash equivalents	2	8,385,962	9,999,756	5,681,295
Rates receivables	3	51,808	174,120	48,675
Receivables	3	232,613	143,209	430,982
Other current assets	4	10,157	18,588	16,052
Less: Current liabilities				
Payables	5	(765,558)	(934,917)	(291,673)
Borrowings	9	(304,001)	(139,756)	(1)
Contract liabilities	12	(788,246)	(1,382,067)	(51,459)
Lease liabilities	10	(23,028)	(6,783)	(314)
Provisions	12	(411,575)	(367,548)	(411,575)
Less: Total adjustments to net current assets	1(b)	(3,210,968)	(3,976,396)	(3,649,585)
Closing funding surplus / (deficit)		3,177,164	3,528,206	1,772,397

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.

Description	Classification	Unrestricted \$	Restricted \$	Total Cash \$	Trust \$	Institution	Interest Rate	Maturity Date
Cash on hand								
TelenetSaver Account	Cash and cash equivalents	1,175,276		1,175,276		Bank	1.35%	At Call
Municipal Account	Cash and cash equivalents	596,722		596,722		Bank	0.00%	At Call
Term Deposit - Reserves	Cash and cash equivalents	0	3,909,097	3,909,097		Bank	3.50%	26/06/2023
Floats Held	Cash and cash equivalents	200		200		Shire float	0.00%	N/A
Total		1,772,198	3,909,097	5,681,295	0			
Comprising								
Cash and cash equivalents		1,772,198	3,909,097	5,681,295	0			
		1,772,198	3,909,097	5,681,295	0			

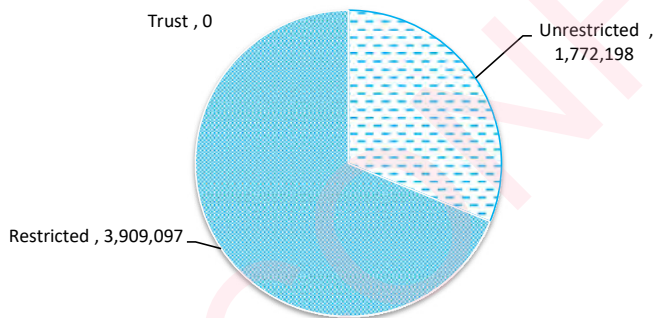
KEY INFORMATION

Cash and cash equivalents include cash on hand, cash at bank, deposits available on demand with banks and other short term highly liquid investments 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 and bank overdrafts. 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 assets.



**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MAY 2023**

**OPERATING ACTIVITIES
NOTE 3
RECEIVABLES**

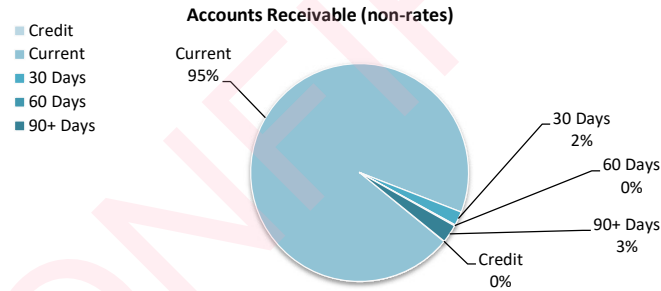
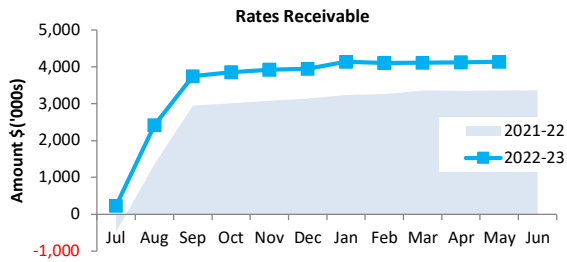
Rates receivable	30 June 2022	31 May 2023
	\$	\$
Opening arrears previous years	59,824	51,808
Levied this year	3,353,365	4,135,012
Less - collections to date	(3,361,381)	(4,138,145)
Equals current outstanding	51,808	48,675
Net rates collectable	51,808	48,675
% Collected	98.5%	98.8%

Receivables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Receivables - general	(345)	412,913	9,170	620	11,698	434,056
Percentage	(0.1%)	95.1%	2.1%	0.1%	2.7%	
Balance per trial balance						
Sundry receivable	(345)	412,913	9,170	620	11,698	434,056
GST receivable						(3,074)
Total receivables general outstanding						430,982

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 sold and services performed in the ordinary course of business. Receivables expected to be collected within 12 months of the end of the reporting period are classified as current assets. All other receivables are classified as non-current assets. Collectability of trade and other receivables is reviewed on an ongoing basis. Debts that are known to be uncollectible are written off when identified. An allowance for impairment of receivables is raised when there is objective evidence that they will not be collectible.



	Opening Balance 1 July 2022	Asset Increase	Asset Reduction	Closing Balance 31 May 2023
	\$	\$	\$	\$
Other current assets				
Inventory				
Inventories Fuel & Materials	10,157	5,895		16,052
Total other current assets	10,157	5,895	0	16,052

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.

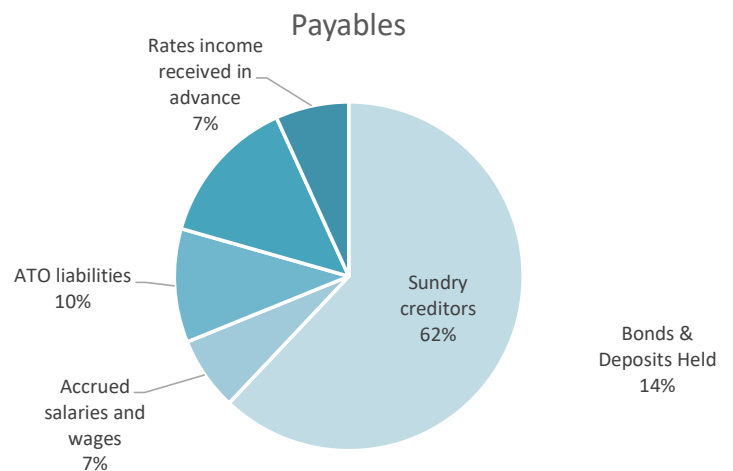
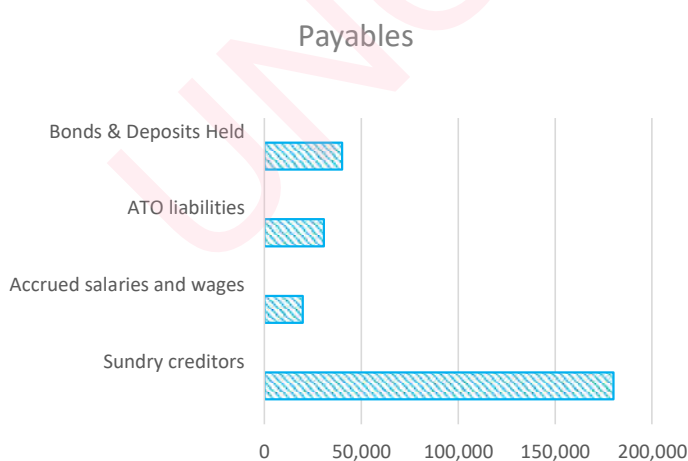
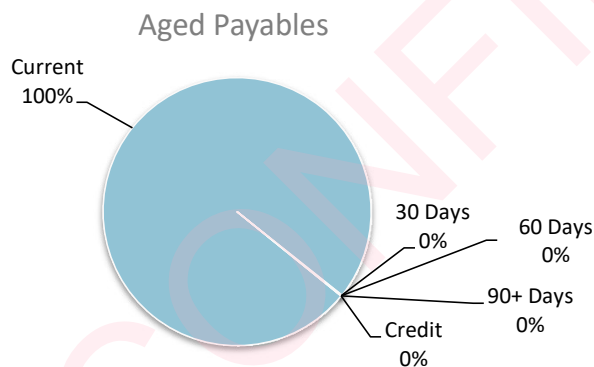
Payables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Payables - general	0	170,396	213	0	0	170,609
Percentage	0%	99.9%	0.1%	0%	0%	
Balance per trial balance						
Sundry creditors	0	179,970	213	0	0	180,183
Accrued salaries and wages						19,788
ATO liabilities						30,682
Bonds & Deposits Held						40,036
Rates income received in advance						19,745
Other income received in advance						1,239
Total payables general outstanding						291,673

Amounts shown above include GST (where applicable)

KEY INFORMATION

Trade and other payables represent liabilities for goods and services provided to the Shire 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.

- Credit
- Current
- 30 Days
- 60 Days
- 90+ Days



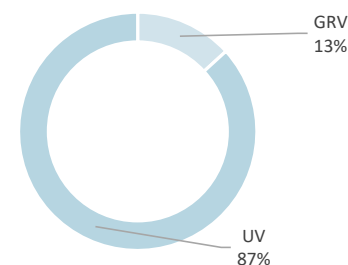
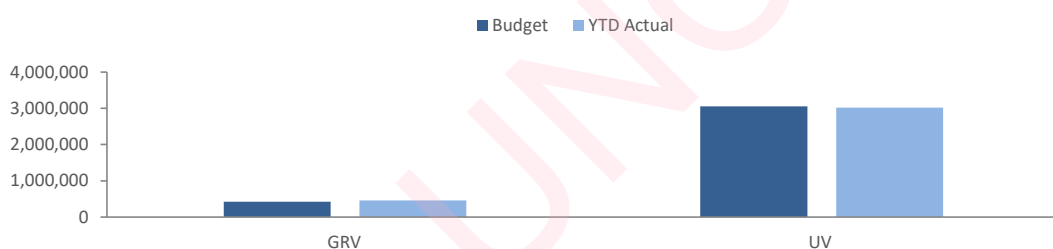
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MAY 2023

OPERATING ACTIVITIES
NOTE 6
RATE REVENUE

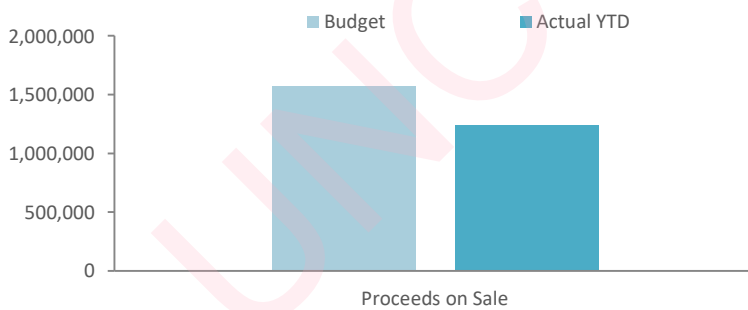
General rate revenue	Budget							YTD Actual			
	Rate in \$ (cents)	Number of Properties	Rateable Value	Rate Revenue	Interim Rate	Back Rate	Total Revenue	Rate Revenue	Interim Rates	Back Rates	Total Revenue
RATE TYPE				\$	\$	\$	\$	\$	\$	\$	\$
Gross rental value											
GRV	0.09548	316	4,448,810	424,772	0	0	424,772	424,772	34,652	1,879	461,303
Unimproved value											
UV	0.01474	362	205,803,500	3,033,544	13,419	1,775	3,048,738	3,033,544	(18,548)	(88)	3,014,908
Sub-Total		678	210,252,310	3,458,316	13,419	1,775	3,473,510	3,458,316	16,104	1,791	3,476,211
Minimum payment	Minimum \$										
Gross rental value											
GRV - Dalwallinu	600	109	489,348	65,400	0	0	65,400	65,400	0	0	65,400
GRV - Kalannie	600	29	134,210	17,400	0	0	17,400	17,400	0	0	17,400
GRV - Other Towns	600	80	260,964	48,000	0	0	48,000	48,000	0	0	48,000
Unimproved value											
UV - Rural	700	38	434,166	26,600			26,600	26,600	0	0	26,600
UV - Mining	700	49	736,478	34,300			34,300	34,300	(155)	(13)	34,132
Sub-total		305	2,055,166	191,700	0	0	191,700	191,700	(155)	(13)	191,532
Discount							(166,312)	(166,277)			(166,312)
Total general rates							3,498,898				3,501,431

KEY INFORMATION

Prepaid rates are, until the taxable event for the rates has occurred, refundable at the request of the ratepayer. Rates received in advance give rise to a financial liability. On 1 July 2020 the prepaid rates were recognised as a financial asset and a related amount was recognised as a financial liability and no income was recognised. When the taxable event occurs the financial liability is extinguished and income recognised for the prepaid rates that have not been refunded.



Asset Ref.	Asset description	Budget				YTD Actual			
		Net Book Value	Proceeds	Profit	(Loss)	Net Book Value	Proceeds	Profit	(Loss)
		\$	\$	\$	\$	\$	\$	\$	\$
Land & Buildings									
	Sale of Lot 572 Sawyers Ave	68,000	69,394	1,394	0	68,000	69,091	1,091	0
	Sale of Lot 12 McNeill St	75,000	120,000	45,000	0	0	0	0	0
	Sale of Lot 1002 Roberts Rd	65,000	150,000	85,000	0	0	0	0	0
	Sale of 1 Wasley St	110,552	377,000	266,448	0	210,552	377,000	166,448	0
	Sale of 2 Dungey St	359,337	585,000	225,663	0	415,619	565,000	149,381	0
	Wubin CWA Building	0	0	0	0	91,938	0	0	(91,938)
	Assets Building under 5k	0	0	0	0	14,800	0	0	(14,800)
Other Infrastructure									
	Annetts Rd Trees	0	0	0	0	12,999	0	0	(12,999)
Plant and equipment									
Transport									
	Crew Cab Truck DL 420	24,650	50,000	25,350	0	24,084	50,000	25,916	0
	3.5T Tipper Truck DL 121	21,533	43,636	22,103	0	0	0	0	0
	Utility DL 102	9,182	16,364	7,182	0	9,182	16,364	7,182	0
	Utility L/Hand DL 747	14,000	13,636	0	(364)	14,000	13,636	0	(364)
	Utility WS DL 281	22,267	38,182	15,915	0	22,267	38,182	15,915	0
	Utility DL 194	11,000	21,364	10,364	0	11,000	21,364	10,364	0
	John Deere Tractor DL 5150	27,178	39,045	11,867	0	27,178	39,045	11,868	0
	Water Tank on Skids	0	0	0	0	5,485	0	0	(5,485)
Other property and services									
	Ford Everest DL 2	32,000	50,000	18,000	0	32,000	48,182	16,182	0
		839,700	1,573,621	734,286	(364)	959,105	1,237,864	404,344	(125,586)



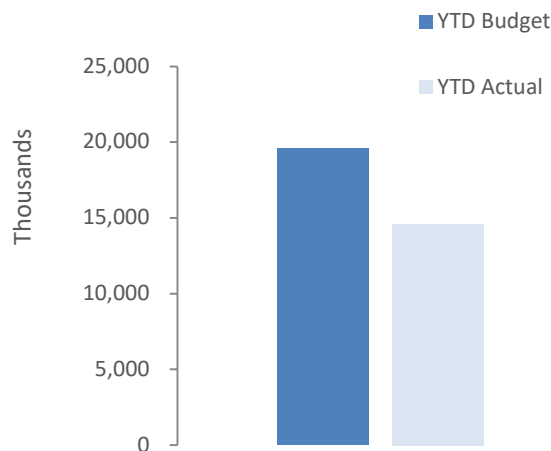
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MAY 2023**

**INVESTING ACTIVITIES
NOTE 8
CAPITAL ACQUISITIONS**

Capital acquisitions	Amended		YTD Actual	YTD Actual Variance
	Budget	YTD Budget		
	\$	\$	\$	\$
Land	122,000	122,000	1,000	(121,000)
Buildings	3,547,575	3,203,740	2,566,454	(637,286)
Furniture and equipment	105,820	76,820	47,837	(28,983)
Plant and equipment	469,104	358,000	325,747	(32,253)
Infrastructure - roads	14,747,021	12,883,610	11,237,697	(1,645,913)
Infrastructure - Other	424,523	406,170	290,803	(115,367)
Infrastructure - Footpaths	150,000	150,000	127,040	(22,960)
Payments for Capital Acquisitions	19,566,043	17,200,340	14,596,578	(2,603,762)
Right of use assets	0	18,942	18,942	0
Total Capital Acquisitions	19,566,043	17,219,282	14,615,520	(2,603,762)
Capital Acquisitions Funded By:				
	\$	\$	\$	\$
Capital grants and contributions	15,614,425	14,974,424	11,169,985	(3,804,439)
Lease liabilities	0	18,942	18,942	0
Other (disposals & C/Fwd)	1,573,621	1,573,621	1,237,864	(335,757)
Cash backed reserves				
Leave Reserve	13,891	0	13,891	13,891
Plant Reserve	109,256	109,256	0	(109,256)
Joint Venture Housing Reserve	20,000	0	9,372	9,372
Land & Buildings Reserve	499,505	499,505	399,505	(100,000)
Sewerage Scheme Reserve	217,417	0	17,417	17,417
Townscape Reserve	72,000	72,000	0	(72,000)
Recreation Reserve	25,000	25,000	0	(25,000)
Contribution - operations	1,420,928	(72,408)	1,729,602	1,802,011
Capital funding total	19,566,043	17,200,340	14,596,578	(2,603,762)

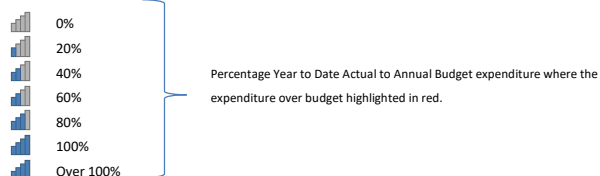
SIGNIFICANT ACCOUNTING POLICIES

All assets are initially recognised at cost. Cost is determined as the fair value of the assets given as consideration plus costs incidental to the acquisition. For assets acquired at no cost or for nominal consideration, cost is determined as fair value at the date of acquisition. The cost of non-current assets constructed by the local government includes the cost of all materials used in the construction, direct labour on the project and an appropriate proportion of variable and fixed overhead. Certain asset classes may be revalued on a regular basis such that the carrying values are not materially different from fair value. Assets carried at fair value are to be revalued with sufficient regularity to ensure the carrying amount does not differ materially from that determined using fair value at reporting date.



Capital expenditure total

Level of completion indicators



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

		Amended			
Account Description		Budget	YTD Budget	YTD Actual	Variance (Under)/Over
LAND & BUILDINGS					
K60	Dalwallinu Early Learning Centre - Capital Upgrade	2,701,136	2,476,034	2,136,140	339,894
K61	Landscaping - MPECLC	220,000	202,310	27,098	175,212
E081804	PRE SCH - Capital Expenditure - Land	70,000	70,000	1,000	69,000
E092041	STF HOU - Construction of Employee Housing	477,497	397,896	325,430	72,466
K123	6B Cousins Rd, Dalwallinu - WM - Capital Upgrade	5,299	8,000	5,299	2,701
K19	10 Roberts Rd, Dalwallinu - Capital Upgrade	9,372	10,000	9,372	628
K18	2 Dowie St, Dalwallinu - Capital Upgrade	9,372	10,000	9,372	628
K91	3 Salmon Gums Place, Dalwallinu (CEO) Capital Upgrade	18,399	21,000	18,399	2,601
K106	1 Salmon Gums Place, Dalwallinu (Dr) Capital Upgrade	16,000	0	16,600	(16,600)
K17	4 Dowie St, Dalwallinu - Capital Upgrade	10,000	10,000	9,372	628
K14	Pioneer House Building Upgrade	6,500	12,500	0	12,500
K96	21 Rayner St, Dalwallinu JV - Capital Upgrade	20,000	20,000	9,372	10,628
K8	Dalwallinu Town Hall - Capital Upgrade	48,000	0	0	0
K88	Administration Office - Capital Upgrade	6,000	36,000	0	36,000
E093855	OTH HOU - Capital Expenditure - Land	52,000	52,000	0	52,000
ROADS					
E121700	ROAD CON - Regional Road Group	840,146	833,090	833,873	(783)
E121720	ROAD CON - Roads To Recovery	1,128,095	966,504	1,137,733	(171,229)
E121735	ROAD CON - WSNF	5,452,780	4,426,554	4,716,568	(290,014)
E121730	ROAD CON - Shire Road Program	334,897	248,950	350,399	(101,449)
E121795	ROAD CON - DRFAWA Works	6,991,103	6,408,512	4,199,123	2,209,389
OTHER INFRASTRUCTURE					
E135875	OTH ECON - Capital Expenditure - Other Infrastructure	2,106	1,894	0	1,894
Z74	Shire Town Entry Statements	72,000	72,000	591	71,409
O25	Dalwallinu Recreation Centre Cricket Pitch Upgrade	25,000	25,000	3,838	21,162
O22	Shade Structure - Dalwallinu Sports Club	108,000	108,000	69,318	38,682
E103844	SEW - Capital Expenditure - Other Infrastructure	217,417	199,276	217,056	(17,780)
FOOTPATH CONSTRUCTION					
E121740	ROAD CON - Footpath Construction	150,000	150,000	127,040	22,960
PLANT & EQUIPMENT					
DL420	Purchase Crew Cab Truck	83,678	70,000	90,919	(20,919)
DL121	Purchase Tipper Truck 3.5T	90,919	70,000	0	70,000
DL194	Purchase Utility DL 194	32,265	30,000	32,265	(2,265)
DL747	Purchase Utility L/Hand	32,265	30,000	33,236	(3,236)
DL281	Purchase Utility WS	48,543	44,000	48,543	(4,543)
CP001	Purchase Sundry Plant	5,000	5,000	0	5,000
CP002	Purchase Water Tank 1000lt on Skids	4,545	5,000	0	5,000
CP003	EV Charging Station	58,000	0	24,274	(24,274)
E113838	OTH REC - Capital Expenditure - Plant & Equipment	17,378	0	0	0
E145801	ADMIN - CEO's Vehicle DL 2	60,628	65,000	60,628	4,372
E147300	CLEAN - Cleaner Vehicle - DL102	23,640	27,000	23,640	3,360
E134441	PUB UTL - Capital Expenditure - Plant & Equipment	12,243	12,000	12,243	(243)
FURNITURE & FIXTURES					
C124	Altus Payroll & Procurement Software Implementation	54,570	54,570	9,412	45,158
E11	Electronic Scoreboard Kalannie Sports Oval	26,000	10,000	21,475	(11,475)
C125	HPE Backup Server Proline	12,250	12,250	5,456	6,794
FE001	Chambers Recording & Video Conference Equipment	13,000	0	11,494	(11,494)
		19,566,043	17,200,340	14,596,578	2,603,762

Repayments - borrowings

Information on borrowings Particulars	Loan No.	1 July 2022	New Loans		Principal Repayments		Principal Outstanding		Interest Repayments	
			Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
		\$	\$	\$	\$	\$	\$	\$	\$	
Community amenities										
Dalwallinu Sewerage Scheme	64	70,741			21,352	21,352	49,389	49,389	3,240	6,455
Recreation and culture										
Dalwallinu Discovery Centre	157	460,014			61,314	61,314	398,700	398,701	9,371	11,985
Dalwallinu Recreation Centre	159	2,525,185			61,829	61,829	2,463,356	2,463,356	64,181	93,295
Other property and services										
Bell St subdivision	160	562,568	0	0	159,505	159,505	403,063	403,063	4,026	8,408
C/Fwd Balance		3,618,508	0	0	304,000	304,000	3,314,508	3,314,509	80,819	120,143
Total		3,618,508	0	0	304,000	304,000	3,314,508	3,314,509	80,819	120,143
Current borrowings		304,000					1			
Non-current borrowings		3,314,508					3,314,507			
		3,618,508					3,314,508			

All debenture repayments were financed by general purpose revenue.

KEY INFORMATION

All loans and borrowings are initially recognised at the fair value of the consideration received less directly attributable transaction costs. After initial recognition, interest-bearing loans and borrowings are subsequently measured at amortised cost using the effective interest method. Fees paid on the establishment of loan facilities that are yield related are included as part of the carrying amount of the loans and borrowings.

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MAY 2023**

**FINANCING ACTIVITIES
NOTE 10
LEASE LIABILITIES**

Movement in carrying amounts

Information on leases Particulars	Lease No.	1 July 2022	New Leases		Principal Repayments		Principal Outstanding		Interest Repayments	
			Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
		\$	\$	\$	\$	\$	\$	\$	\$	
Recreation and culture										
Maia Financial - Gymnasium Equipment	E6N0162493	18,270			17,852	17,851	418	419	225	225
Other property and services										
Ricoh - 2 x photocopiers		4,758			5,071	4,758	-313	0	278	52
Ricoh - 2 x photocopiers Admin			18,942		211		18,731	0		
Total		23,028	18,942	0	23,134	22,609	18,836	419	503	277
Current lease liabilities		23,028					314			
Non-current lease liabilities		0					17,783			
		23,028					18,097			

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.

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MAY 2023

OPERATING ACTIVITIES
NOTE 11
CASH RESERVES

Cash backed reserve

Reserve name	Opening Balance	Budget Interest Earned	Actual Interest Earned	Budget Transfers In (+)	Actual Transfers In (+)	Budget Transfers Out (-)	Actual Transfers Out (-)	Budget Closing Balance	Actual YTD Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Leave Reserve	256,140	769	4,939	0	0	(13,891)	(13,891)	243,018	247,188
Plant Reserve	601,957	1,807	11,933	0	0	(109,256)	0	494,508	613,890
Joint Venture Housing Reserve	161,242	484	3,103	27,536	0	(20,000)	(9,372)	169,262	154,973
Land & Buildings Reserve	1,088,585	4,017	22,018	1,298,394	443,540	(499,505)	(399,505)	1,891,491	1,154,638
Sewerage Scheme Reserve	1,027,548	3,084	20,188	218,681	0	(217,417)	(17,417)	1,031,896	1,030,319
Townscape Reserve	72,246	217	1,432	0	0	(72,000)	0	463	73,678
Telecommunications Reserve	496	0	10	0	0	0	0	496	506
Swimming Pool Reserve	191,521	575	3,797	0	0	0	0	192,096	195,318
Recreation Reserve	129,847	390	2,773	20,000	20,000	(25,000)	0	125,237	152,620
Insurance Excess Reserve	92,174	277	1,995	16,000	16,000	0	0	108,451	110,169
Waste Management Reserve	172,381	517	3,417	0	0	0	0	172,898	175,798
Roadworks Construction & Maintenance Reserve	0	0	0	94,000	0	0	0	94,000	0
	3,794,137	12,137	75,605	1,674,611	479,540	(957,069)	(440,185)	4,523,816	3,909,097

Other current liabilities	Note	Opening Balance 1 July 2022	Liability Increase	Liability Reduction	Closing Balance 31 May 2023
		\$	\$	\$	\$
Contract liabilities					
Unspent grants, contributions and reimbursements					
- operating	13	23,053	0.00	(22,574)	479
- non-operating	14	765,173	10,455,792	(11,169,985)	50,980
Total unspent grants, contributions and reimbursements		788,226	10,455,792	(11,192,559)	51,459
Provisions					
Annual leave		193,815			193,815
Long service leave		217,760			217,760
Landfill Sites		0			0
Total Provisions		411,575	0	0	411,575
Total other current assets		1,199,801	10,455,792	(11,192,559)	463,034.00
Amounts shown above include GST (where applicable)					

A breakdown of contract liabilities and associated movements is provided on the following pages at Note 13 and 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 benefits

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 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. 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.

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MAY 2023

NOTE 13

OPERATING GRANTS AND CONTRIBUTIONS

Provider	Unspent operating grant, subsidies and contributions liability					Operating grants, subsidies and contributions revenue		
	Liability 1 July 2022	Increase in Liability	Liability Reduction (As revenue)	Liability 31 May 2023	Current Liability 31 May 2023	Amended Budget Revenue	YTD Budget	YTD Revenue Actual
	\$	\$	\$	\$	\$	\$	\$	\$
Operating grants and subsidies								
General purpose funding								
General Purpose Grant (FAGS)				0		551,831	551,831	551,831
Untied Roads Grant (FAGS)				0		273,775	273,774	273,775
Law, order, public safety								
DFES Operating Grant				0		53,769	34,519	53,769
Community amenities								
Stronger Communities Round 7	18,053		(18,053)	0		18,053	18,053	18,053
Recreation and culture								
Grants - Library				0		4,901	4,901	4,901
Road Safety Commission Grant	5,000		(4,521)	479		5,000	5,000	4,521
Transport								
Direct Grant - Main Roads				0		328,600	328,600	328,600
	23,053	0	(22,574)	479	0	1,235,929	1,216,678	1,235,450
Operating contributions								
Governance								
Miscellaneous Reimbursements				0		100	88	0
Reimbursements Members of Council				0		0	0	2,317
General purpose funding								
Ex- Gratia Rates				0		47,140	47,140	47,140
Collection of Legal Costs				0		16,000	14,658	18,687
Health								
Miscellaneous Reimbursements				0		9,850	9,023	8,838
Education and welfare								
Miscellaneous Reimbursements				0		3,301	2,988	23,406
Housing								
Miscellaneous Reimbursements				0		17,681	15,950	20,784
Community amenities								
Miscellaneous Reimbursements				0		2,900	2,692	2,631

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MAY 2023

NOTE 13

OPERATING GRANTS AND CONTRIBUTIONS

Provider	Unspent operating grant, subsidies and contributions liability					Operating grants, subsidies and contributions revenue		
	Liability 1 July 2022	Increase in Liability	Liability Reduction (As revenue)	Liability 31 May 2023	Current Liability 31 May 2023	Amended Budget Revenue	YTD Budget	YTD Revenue Actual
	\$	\$	\$	\$	\$	\$	\$	\$
Containers Deposit Scheme Income				0		1,500	1,367	111
Recreation and culture								
Miscellaneous Reimbursements				0		64,197	58,835	24,542
Other Culture Reimbursements				0		2,000	1,826	2,984
Transport								
Street Lighting Contribution				0		2,000	1,826	5,241
Miscellaneous Reimbursements				0		7,150	6,556	7,004
Economic services								
Miscellaneous Reimbursements				0		47,385	43,421	37,163
Other property and services								
Fuel Rebates				0		45,000	41,243	43,882
Miscellaneous Reimbursements				0		19,200	17,550	10,768
Parental Leave Reimbursements				0		4,635	4,246	0
Rebates				0		0	0	54
	0	0	0	0	0	290,039	269,409	255,551
TOTALS	23,053	0	(22,574)	479	0	1,525,968	1,486,087	1,491,001

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MAY 2023

NOTE 14

NON-OPERATING GRANTS AND CONTRIBUTIONS

Provider	Unspent non operating grants, subsidies and contributions liability					Non operating grants, subsidies and contributions revenue		
	Liability 1 July 2022	Increase in Liability	Liability Reduction (As revenue)	Liability 31 May 2023	Current Liability 31 May 2023	Amended Budget Revenue	YTD Budget	YTD Revenue Actual (b)
	\$	\$	\$	\$	\$	\$	\$	\$
Non-operating grants and subsidies								
Education and welfare								
LRCIP Phase 3 Grant MP Building	700,000	0	(685,133)	14,867	14,867	1,400,000	1,400,000	685,133
Transport								
Regional Road Group Grant	5,263	470,403	(475,666)	0	0	576,395	576,392	475,666
Roads to Recovery Grant		808,525	(808,525)	0	0	796,717	796,715	808,525
Wheatbelt Secondary Freight Network Grant		4,519,769	(4,468,789)	50,980	50,980	5,391,094	5,281,137	4,468,789
DRFAWA Grant		4,657,096	(4,657,095)	0	0	7,330,399	6,800,360	4,657,095
GRANT LRCIP Phase 3 Footpaths	59,910		(74,777)	(14,867)	(14,867)	119,820	119,820	74,777
	765,173	10,455,792	(11,169,985)	50,980	50,980	15,614,425	14,974,424	11,169,985

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MAY 2023**

**NOTE 15
BUDGET AMENDMENTS**

Amendments to original budget since budget adoption. Surplus/(Deficit)

GL Code	Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
	Budget adoption		Opening surplus	\$ 0	\$ 0	\$ 0	\$ 0
Various	Budget Review	9864	Operating Expenses	0	847	0	847
				0	847	0	

UNCONFIRMED

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 2022-23 year is \$10,000 or 10.00% whichever is the greater.

Reporting Program	Var. \$	Var. %	Timing/ Permanent	Explanation of Variance
	\$	%		
Revenue from operating activities				
Law, order and public safety	19,602	42.34%	▲ Permanent	Reimbursed from 2021/22 DFES expenditure 12k
Education and welfare	20,418	683.10%	▲ Permanent	Contribution to Childcare Centre
Housing	(155,789)	(19.27%)	▼ Permanent	Profit on sale of Wasley St & Dungey Way less than budgeted
Recreation and culture	(17,089)	(10.58%)	▼ Permanent	Reimbursement less than budgeted - Bowling Club Shade Sails
Economic services	(182,852)	(61.70%)	▼ Permanent	Standpipe Water Charges under YTD Budget
Other property and services	(50,740)	(15.59%)	▼ Permanent	Private works less than YTD budget
Expenditure from operating activities				
Governance	112,974	15.47%	▼ Permanent	Admin Allocation less than YTD budget
General purpose funding	18,915	12.15%	▼ Timing	Rate write offs under budget
Education and welfare	19,517	15.49%	▼ Timing	Various accounts less than budgeted
Housing	79,456	18.50%	▼ Permanent	Building maintenance and depreciation less than budgeted
Recreation and culture	218,031	10.35%	▼ Permanent	Parks & Gardens down 169k, Community Grant Scheme down 29k, depreciation down 44k and other accounts slight variances to YTD budget
Other property and services	(79,737)	(163.30%)	▲ Timing	Various accounts over budget
Investing activities				
Proceeds from non-operating grants, subsidies and contributions	(3,804,439)	(25.41%)	▼ Timing	Various grants still to be received (LRCIP, RRG, DRFAWA & WSNF)
Proceeds from disposal of assets	(335,757)	(21.34%)	▼ Permanent	Land sale proceeds less than budgeted
Payments for property, plant and equipment and infrastructure	2,603,762	15.14%	▼ Permanent	Refer to Capital Projects Note 8
Financing activities				
Repayment of debentures	(141,851)	(87.48%)	▼ Timing	Timing variance between budget to date and actuals.

Shire of Dalwallinu Bank Reconciliation as at 31 May 2023

Balance as per General Ledger as at 1 May 2023				
A910000 - Municipal Fund	58,141.14 ✓			
A910001 - Telenet Saver	2,070,951.74 ✓	2,129,092.88		2,129,092.88
Add Cash Receipts				
Daily Receipts		2,779,347.00		
BPAY Receipts		31,358.98		
Interest Received		1,834.48		
				2,812,540.46
				4,941,633.34
Less Cash Payments				
EFT Payments - Payroll		130,868.00		
EFT Payments (EFT14462-EFT14629)		2,874,127.95		
Direct Debit - Credit Card Payments (DD17211.1)		1,845.33		
Direct Debit - Superannuation Payments		27,419.02		
Bank Fees		596.73		
Direct Debit - Payment to DoT		131,870.95		
				3,166,727.98
Balance as per General Ledger as at 31 May 2023				
A910000 - Municipal Fund	602,119.14 ✓			
A910001 - Telenet Saver	1,172,786.22 ✓			
		1,774,905.36	0.00	1,774,905.36
Add				
Less				
Banking 31/05/23, banked on 01/06/23				5,396.85 ✓
				1,769,508.51
Balance as per Bank Statements as at 31 May 2023				
Muni Cheque Account - xxxx914 ✓		596,722.29		
Business Telenet Saver - xxxx562 ✓		1,172,786.22	0.00	1,769,508.51

Prepared by



1/6/2023

Reviewed by



8/6/2023



For enquiries, message us on the Bankwest App or Bankwest Online Banking, or call on 13 17 19
If you're a business customer, call 13 7000

BUSINESS ZERO TRAN ACCOUNT STATEMENT MUNI FUND

BSB Number	XXX-XXX
Account Number	XXXX91-4
Period	27 May 23 - 31 May 23
Page 1 of 2	Statement Number 4139

THE COMMITTEE
SHIRE OF DALWALLINU
PO BOX 141
DALWALLINU WA 6609

Account of: SHIRE OF DALWALLINU

TRANSACTION DETAILS FOR ACCOUNT NUMBER: XXXX91-4				
Date	Particulars	Debit	Credit	Balance
27 MAY 23	OPENING BALANCE			\$47,202.60
29 MAY 23			\$30.00	\$47,232.60
29 MAY 23			\$61.15	\$47,293.75
29 MAY 23			\$280.00	\$47,573.75
29 MAY 23			\$585.00	\$48,158.75
29 MAY 23			\$612.80	\$48,771.55
29 MAY 23			\$1,046.33	\$49,817.88
29 MAY 23			\$30.00	\$49,847.88
29 MAY 23			\$196.00	\$50,043.88
29 MAY 23			\$228.00	\$50,271.88
29 MAY 23		\$9,611.95		\$40,659.93
30 MAY 23			\$505.00	\$41,164.93
30 MAY 23			\$35.00	\$41,199.93
30 MAY 23			\$500,000.00	\$541,199.93
30 MAY 23		\$475,070.51		\$66,129.42
30 MAY 23			\$530,000.00	\$596,129.42
30 MAY 23			\$1,306.00	\$597,435.42
30 MAY 23			\$112.20	\$597,547.62
30 MAY 23			\$58.00	\$597,605.62
30 MAY 23			\$6,907.45	\$604,513.07
30 MAY 23		\$1,309.10		\$603,203.97
31 MAY 23			\$270.00	\$603,473.97
31 MAY 23			\$460.00	\$603,933.97
31 MAY 23			\$229.88	\$604,163.85
31 MAY 23			\$520.00	\$604,683.85
31 MAY 23			\$30.00	\$604,713.85
31 MAY 23			\$207.00	\$604,920.85
31 MAY 23	CARRIED FORWARD			\$604,920.85

Make sure you check the entries on this statement carefully. If you see something that doesn't seem right, call us on 13 17 19. For more information about your account, and for details of the dispute resolution mechanism that covers disputed transactions and complaints (including how to access the mechanism and to make a complaint – including to the external dispute resolution body - the Australian Financial Complaints Authority), please see the Product Disclosure Statement for this product (available at our website and branches), or call/visit us. Bankwest, a division of Commonwealth Bank of Australia ABN 48 123 123 124 AFSL / Australian credit licence 234945. If you don't want to receive promotional information from us, let us know by calling us on 13 17 19.

TRANSACTION DETAILS (Cont.)				
Date	Particulars	Debit	Credit	Balance
31 MAY 23	BROUGHT FORWARD			\$604,920.85
31 MAY 23	T		\$315,000.00	\$919,920.85
31 MAY 23		\$424,479.46		\$495,441.39
31 MAY 23			\$83.95	\$495,525.34
31 MAY 23			\$40.00	\$495,565.34
31 MAY 23			\$15,612.95	\$511,178.29
31 MAY 23			\$520.00	\$511,698.29
31 MAY 23		\$407.00		\$511,291.29
31 MAY 23			\$85,431.00	\$596,722.29
31 MAY 23	CLOSING BALANCE			\$596,722.29
		TOTAL DEBITS	\$910,878.02	
		TOTAL CREDITS	\$1,460,397.71	

TRANSACTION SEARCH RESULTS

Account: XXX-XXX XXXX 562
Account Nickname: BUSINESS TELENET SAVER
Date: From 01/05/2023 to 31/05/2023
Transaction Types: All Transaction Types
Opening Balance: \$2,070,951.74
Closing Balance: \$1,172,786.22

BSB NO.	ACCOUNT NO.	TRANSACTION DATE	NARRATION	CHEQUE NO.	DEBIT	CREDIT	ACCOUNT BALANCE
302-162	0373562	31/05/2023			-315,000.00		\$1,172,786.22
302-162	0373562	30/05/2023			-530,000.00		\$1,487,786.22
302-162	0373562	30/05/2023			-500,000.00		\$2,017,786.22
302-162	0373562	25/05/2023			-80,000.00		\$2,517,786.22
302-162	0373562	24/05/2023			-415,000.00		\$2,597,786.22
302-162	0373562	18/05/2023			-475,000.00		\$3,012,786.22
302-162	0373562	17/05/2023				\$1,460,000.00	\$3,487,786.22
302-162	0373562	11/05/2023				\$475,000.00	\$2,027,786.22
302-162	0373562	05/05/2023			-60,000.00		\$1,552,786.22
302-162	0373562	04/05/2023			-460,000.00		\$1,612,786.22
302-162	0373562	01/05/2023				\$1,834.48	\$2,072,786.22

Shire of Dalwallinu Trust Bank Reconciliation as at 31 May 2023

Balance as per General Ledger as at 1 May 2023 2T9900000 - Trust Fund	0.00	0.00		0.00
Add Cash Receipts				0.00
Less Cash Payments				0.00
		0.00		0.00
Balance as per General Ledger as at 31 May 2023 2T9900000 - Trust Fund	0.00	0.00	0.00	0.00
Add				
Less				
Balance as per Bank Statements as at 31 May 2023 2T9900000 - Trust Fund		0.00	0.00	0.00

Prepared by

 1/6/2023

Reviewed by

 8/6/2023



For enquiries, message us on the Bankwest App or
Bankwest Online Banking, or call on 13 17 19
If you're a business customer, call 13 7000

BSB Number	XXX-XXX
Account Number	XXXX93-0
Period	29 Apr 23 - 31 May 23
Page 1 of 1	Statement Number 3581

THE COMMITTEE MEMBERS
SHIRE OF DALWALLINU
PO BOX 141
DALWALLINU WA 6609

Account of: SHIRE OF DALWALLINU

TRANSACTION DETAILS FOR ACCOUNT NUMBER: XXXX93-0				
Date	Particulars	Debit	Credit	Balance
29 APR 23	OPENING BALANCE			\$0.00
31 MAY 23	CLOSING BALANCE			\$0.00
	TOTAL DEBITS	\$0.00		
	TOTAL CREDITS		\$0.00	

Make sure you check the entries on this statement carefully. If you see something that doesn't seem right, call us on 13 17 19. For more information about your account, and for details of the dispute resolution mechanism that covers disputed transactions and complaints (including how to access the mechanism and to make a complaint – including to the external dispute resolution body - the Australian Financial Complaints Authority), please see the Product Disclosure Statement for this product (available at our website and branches), or call/visit us. Bankwest, a division of Commonwealth Bank of Australia ABN 48 123 123 124 AFSL / Australian credit licence 234945. If you don't want to receive promotional information from us, let us know by calling us on 13 17 19.

9.3.3 Draft Policy 1.24 Elected Members Discount and Draft Policy 4.17 Employee Discount – Dalwallinu Gymnasium and Dalwallinu Aquatic Centre*

Report Date	27 June 2023
Applicant	Shire of Dalwallinu
File Ref	GO/20 – Governance – Policy Manual
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 Policy 1.24 Elected Members Discount Draft Policy 4.17 Employee Discount

Purpose of Report

Council is requested to consider adopting two new policies for a 50% Elected Member and Employees discount for a membership to the Dalwallinu 24/7 Gymnasium and a season ticket to the Dalwallinu Aquatic Centre.

Background

Currently all employees and Elected Members utilising any Shire recreational facilities are paying to use the services as per the adopted fees and charges. Staff members have been able to salary sacrifice these payments.

We have received a request from an employee regarding this matter.

Consultation

Chief Executive Officer

Legislative Implications

State

Local Government Act 1995 – 6.16, 6.19

Policy Implications

Nil

Financial Implications

There will be a decrease in revenue depending how many employees and elected members will utilise these services. Currently we have 10 employees utilising these services which would be a decrease in revenue of \$1,900 per annum.

Strategic Implications

Nil

Site Inspection

Site inspection undertaken: Not applicable



Triple Bottom Line Assessment

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

Employee recruitment and retention is very important for the Shire of Dalwallinu. Currently Shire of Dalwallinu offers employees no regular health and wellbeing benefits.

The new policy would encourage Employees and Elected Members to look after their health and wellbeing. The new policy would also improve the employee benefits package which can be used to attract and retain staff.

Many other Local Governments in Western Australia provide free or discounted recreational services to their employees.

Officer Recommendation

That Council:

1. Adopt Policy 1.24 Elected Members Discount – Dalwallinu Gymnasium and Dalwallinu Aquatic Centre
2. Adopt Policy 4.17 Employee Discount – Dalwallinu Gymnasium and Dalwallinu Aquatic Centre

Recommendation/Resolution

MOTION 10097

Moved Cr NW Mills
Seconded Cr KM McNeill

That Council:

1. Adopt Policy 1.24 Elected Members Discount – Dalwallinu Gymnasium and Dalwallinu Aquatic Centre
2. Adopt Policy 4.17 Employee Discount – Dalwallinu Gymnasium and Dalwallinu Aquatic Centre

CARRIED BY ABSOLUTE MAJORITY 6/0



1.24 Elected Members Discount – Dalwallinu Gymnasium and Dalwallinu Aquatic Centre

Person Responsible: Chief Executive Officer

History: New

Policy Elected Members Discount of 50% to purchase a membership to the Dalwallinu Gymnasium or a season ticket to the Dalwallinu Aquatic Centre.

Objective Look after elected members health & wellbeing.

Guidelines Elected Members to receive a discount of 50% of the full price as per the adopted Fees & Charges. This discount applies to the Dalwallinu Gymnasium memberships and Dalwallinu Aquatic Centre individual season passes.

This policy is applicable to all current elected members.

No refunds will be given on termination during the validity period of the membership or the season pass.

4.17 Employee Discount – Dalwallinu Gymnasium and Dalwallinu Aquatic Centre

Person Responsible: Chief Executive Officer
History: New

Policy Employee Discount of 50% to purchase a membership to the Dalwallinu Gymnasium or a season ticket to the Dalwallinu Aquatic Centre.

Objective To attract and retain employees and look after their health & wellbeing.

Guidelines Employees to receive a discount of 50% of the full price as per the adopted Fees & Charges. This discount applies to the Dalwallinu Gymnasium memberships and Dalwallinu Aquatic Centre individual season passes.

This policy is applicable to all permanent employees who have completed their probationary period.

These payments can be salary sacrificed.

No refunds will be given if the employment is terminated during the validity period of the membership or the season pass.

9.3.4 Request to Write Off Outstanding Rates and Charges – A69802

Report Date	27 June 2023
Applicant	Shire of Dalwallinu
File Ref	A69802
Previous Meeting Reference	Nil
Prepared by	Christie Andrews, Finance Officer
Supervised by	Hanna Jolly, Manager Corporate Services
Disclosure of interest	Nil
Voting Requirements	Absolute Majority
Attachments	Nil

Purpose of Report

Council is requested to consider writing off the outstanding rates and charges on assessment A69802 totalling \$15,562.14 plus accruing interest.

Background

At the Ordinary Council Meeting held 22 February 2022, Council resolved the following:

'MOTION 9866

Moved Cr SC Carter
Seconded Cr KJ Christian

That Council, pursuant to Section 6.64(1)(b) of the Local Government Act 1995, authorise the Chief Executive Officer to proceed with the sale of two (2) properties listed hereunder which have rates in arrears for three (3) or more years, and recover from the proceeds of sale the outstanding balances:

- *Assessment A119*
- *Assessment A69802*

CARRIED 6/0'

At the Ordinary Council Meeting held 27 September 2022, Council resolved the following:

'MOTION 9969

Moved Cr MM Harms
Seconded Cr KM McNeill

That Council

1. *Accepts the offer from Mr E Richards of \$500.00 (inc GST) for Lot 62 (9) Linton Street, Kalannie, subject to both parties settlement fees being paid by Mr E Richards;*
2. *Authorise the Shire President and Chief Executive Officer to sign and affix the Common Seal to any documents relevant to the disposal of Lot 62 (9) Linton Street, Kalannie.*

CARRIED 7/0'



Documentation relating to the sale of this lot has now been executed and the expected settlement date of assessment A69802 was due 16 June 2023 however, at the time of the report settlement had not occurred.

Consultation

Chief Executive Officer

Legislative Implications

State

Local Government Act 1995 – Section 6.21(1)(c)

Policy Implications

Nil

Financial Implications

Should Council support the proposal the Shire would be forgoing rates and charges totalling \$15,562.14 plus accruing interest. An amount of \$13,000 remains in the Write Offs General ledger in 22-23 to support this write off.

Strategic Implications

Nil

Site Inspection

Not applicable

Triple Bottom Line Assessment

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

Given that Council accepted an offer of \$500 for the property, the sale proceeds will not cover the outstanding rates and charges.

This property is the final one that has been ongoing for many years. The commencement of legal action at a much earlier stage in the process is proving successful.

Officer Recommendation

That Council authorise the Chief Executive Officer to write off the outstanding rates and charges totalling \$15,562.14 plus accruing interest on assessment A69802.



Recommendation/Resolution

MOTION 10098

Moved Cr MM Harms
Seconded Cr JL Counsel

That Council authorise the Chief Executive Officer to write off the outstanding rates and charges totalling \$15,562.14 plus accruing interest on assessment A69802.

CARRIED BY ABSOLUTE MAJORITY 6/0



9.4 CHIEF EXECUTIVE OFFICER

9.4.1 Renewal of Lease- Unit 1, 18 Huggett Drive, Dalwallinu*

Report Date	27 June 2023
Applicant	Shire of Dalwallinu
File Ref	CP/6-Council Properties- Acquisition & Disposal-Leasing
Previous Meeting Reference	OCM -26 May 2020, M9958
Prepared by	Joanne Jones, Economic & Community Development 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 dispose of Unit 1, 18 Huggett Drive, Dalwallinu to ARRO Enterprises by way of a three-year renewal of the existing lease.

Background

At the Ordinary Meeting of Council held 26 May 2020, Council resolved the following:

'MOTION 9958

Moved Cr KM McNeill

Seconded Cr NW Mills

That Council:

1. *Renew the lease with Arro Enterprises for a three (3) year term from 1 July 2020 to 30 June 2023 for the amount of \$880 per month (including GST);*
2. *Authorise the Shire President and Chief Executive Office to sign and affix the Common Seal to the lease agreement between the Shire of Dalwallinu and ARRO Enterprises.*

CARRIED 7/0'

ARRO Enterprises now seek to renew the lease for a further period of three (3) years with the existing lease terms to remain unchanged.

Consultation

Andrew Peterson (Principal, Arro Enterprises), 14 June 2023.

Legislative Implications

State

Local Government Act 1995 Section 3.58

Policy Implications

Nil

Financial Implications

Should Council resolve to renew the lease with the current rate, an annual revenue of \$10,560 (inc GST) would be received.



Strategic Implications

Shire of Dalwallinu Strategic Community Plan 2017-2027

Outcome 2.2 – Additional business development in the commercial and industrial sectors

– Advocate for additional commercial business to set up in towns

Site Inspection

Site inspection undertaken: Not applicable

Triple Bottom Line Assessment

Economic implications

Renewal of the lease will allow the applicant to continue to use the workshop for maintenance of his own equipment and provide him the ability to continue to offer a service for light fabrication and turning and milling of parts.

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)

Given there has been no rental increase since 2017, it is the Officer's recommendation that the lease be increased by 10% to \$11,616.00 (inc GST) 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 2017.

Officer Recommendation

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.



Recommendation/Resolution

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





Lease of Unit 1, 18 Huggett Drive, Dalwallinu

Shire of Dalwallinu

Arro Enterprises

Table of Contents

Details	6
Agreed Terms	
1. Definitions	6
2. Interpretation	9
3. Grant of Lease	9
4. Quiet enjoyment	10
5. Rent and other payments	10
5.1 Rent	10
5.2 Outgoings	10
5.3 Interest	10
5.4 Costs	11
5.5 Accrual of amounts payable	11
6. Rent Review	11
6.1 Rent to be reviewed	11
6.2 Methods of review	11
6.3 CPI Review	11
6.4 Market Rent Review	12
6.5 Rent will not decrease	12
6.6 Lessors right to review	12
7. Insurance	13
7.1 Public Liability Insurance	13
7.2 Building insurance to be effected by Lessor	13
7.3 Details and receipts	13
7.4 Not to invalidate	13
7.5 Report	13
7.6 Settlement of claim	13
7.7 Lessor as attorney	13
8. Indemnity	14
8.1 Lessee responsibilities	14
8.2 Indemnity	14
8.3 Obligations continuing	14
8.4 No indemnity for Lessors negligence	15
8.5 Release	15
9. Limit of Lessor's liability	15
9.1 No liability for loss on Premises	15
9.2 Limit on liability for breach of Lessor's covenants	15
10. Maintenance, repair and cleaning	15
10.1 Generally	15
10.2 Cleaning	16
10.3 Repair	16
10.4 Lessee's Responsibility	16
10.5 Responsibility for securing the premises	16
10.6 Lessor's Fixtures and Fittings	16

10.7 Pest Control	17
10.8 Painting	17
10.9 Drains	17
11. Use	17
11.1 Restrictions on use	17
11.2 No warranty	18
11.3 Lessee to observe copyright	18
11.4 Premises subject to restriction	18
11.5 Indemnity for costs	18
12. Alcohol	19
12.1 Consumption of alcohol	19
12.2 Liquor license	19
13. Alterations	19
13.1 Restriction	19
13.2 Consent	19
13.3 Cost of works	19
13.4 Conditions	20
14. Lessor's right of entry	20
14.1 Entry on reasonable notice	20
14.2 Costs of rectifying breach	21
15. Statutory obligations and notices	21
15.1 Comply with Statutes	21
15.2 Indemnity if Lessee Fails to Comply	21
16. Report to Lessor	21
17. Default	21
17.1 Events of Default	21
17.2 Costs of Default Notice	22
17.3 Forfeiture	22
17.4 Lessor may remedy breach	22
17.5 Acceptance of Amount Payable by Lessor	23
17.6 Essential Terms	23
17.7 Breach of Essential Terms	23
18. Damage or Destruction of Premises	24
18.1 Abatement of Rent	24
18.2 Total Damage or Destruction	24
19. Option to Renew	24
20. Holding Over	24
21. Restore Premises	25
22. Yield up the Premises	25
22.1 Peacefully surrender	25
22.2 Clause 22.1 to survive termination	25
23. Removal of Property from Premises	25
23.1 Remove property prior to termination	25
23.2 Lessor can remove property on re-entry	25
24. Assignment, Subletting and Charging	25
24.1 No assignment or sub-letting without consent	25
24.2 Lessor's Consent to Assignment and Subletting	25

24.3 Consents of Assignee Supplementary	26
24.4 <i>Property Law Act 1969</i>	26
24.5 Costs for assignment and sub-letting	26
24.6 No mortgage or charge	26
25. Disputes	26
25.1 Referral of Dispute: Phase 1	26
25.2 Referral of Dispute: Phase 2	26
25.3 Appointment of Arbitrator: Phase 3	26
25.4 Payment of Amounts Payable to Date of Award	27
26. Prior Notice of Proposal to Change Rules	27
27. Provision of Information	27
28. Caveat	27
28.1 No absolute caveat	27
28.2 CEO and Lessor as attorney	27
28.3 Ratification	27
28.4 Indemnity	27
29. Goods and Services Tax	28
29.1 Definitions	28
29.2 Lessee to pay GST	28
29.3 Consideration in Kind	28
30. No Fetter	29
31. Additional Terms, Covenants and Conditions	29
32. <i>Commercial Tenancy Act</i>	29
33. Acts by Agents	29
34. Governing Law	29
35. Statutory Powers	29
36. Notice	29
36.1 Form of Delivery	29
36.2 Service of Notice	30
36.3 Signing of Notice	30
37. Severance	30
38. Variation	30
39. Moratorium	30
40. Further Assurance	31
41. Payment of money	31
42. Waiver	31
42.1 No general waiver	31
42.2 Partial exercise of right, power or privilege	31
Schedule	32
Signing Page	34
Annexure 1- Sketch of Premises	35
Annexure 2- Lessor's Fixtures and Fittings	36

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

3 years commencing on 1 July 2023 and expiring on 30 June 2026.

Item 3 Further Term

Not applicable.

Item 4 Commencement Date

1 July 2023.

Item 5 Rent

Ten thousand five hundred and sixty dollars (\$10,560) plus GST per annum payable in advance in equal monthly instalments of eight hundred and eighty dollars (\$880) plus 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 one week 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

UNCONFIRMED

Annexure 2- Lessor's Fixtures and Fittings

Air-conditioning in the office and kitchenette
Bathroom fittings

9.4.2 Western Australian Local Government Association – Annual Convention 2023

Report Date	27 June 2023
Applicant	Shire of Dalwallinu
File Ref	GR/4 – Government Relations
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	Nil

Purpose of Report

Council is requested to authorise attendance to the 2023 Western Australian Local Government Convention and appoint delegates and proxy's to vote at the 2023 WALGA Annual General Meeting.

Background

The Annual Local Government Convention will be held at Crown Perth from Sunday 17 September 2023 to Tuesday 19 September 2023. The theme for this year is 'Local Futures'. The schedule is as follows:

<i>Sunday 17 September 2023</i>	START	FINISH
Mayors and Presidents Forum (by invitation only)	3:30pm	5:00pm
Welcome Drinks	5:00pm	8:30pm
<i>Monday 18 September 2023</i>	START	FINISH
Heads of Agency Breakfast (by invitation only)	7:00am	9:00am
Opening Keynote Speaker – Dominic Thurbon	9:00am	11:30am
Morning Tea	11:30am	12:00pm
State Political Panel Session	12:00pm	1:15pm
Lunch	1:15pm	2:00pm
WALGA AGM	2:00pm	5:00pm
Cocktail Gala (Westin Hotel)	6:30pm	9:30pm
<i>Tuesday 19 September 2023</i>	START	FINISH
Convention Breakfast with Michelle Payne	7:30am	9:00am
Federal Minister Address and Q&A	9:00am	9:50am
Diversity Panel Session	9:50am	11:00am
Morning Tea	11:00am	11:30am
Plenary Sessions: Active Mobility and Regional Housing	11:30pm	1:00pm
Lunch	1:00pm	1:45pm
Closing Keynote and President's Close	1:45pm	3:30pm
Conference Closes	3:30pm	



Consultation

Councillors

Legislative Implications

Nil

Policy Implications

Local

Council Policy – 1.7 Members Conference/Course Attendance and Partners Expenses

Financial Implications

A budget allocation will be included in the 2023-2024 budget.

Strategic Implications

Nil

Site Inspection

Site inspection undertaken: Nil

Triple Bottom Line Assessment

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 Annual General Meeting (AGM) of the Western Australian Local Government Association (WALGA) is to be held on Monday 18 September 2023 at Crown Perth.

Delegates will need to be appointed to vote on motions put forward for consideration at the AGM.

The Heads of Agencies breakfast that was to be held on 1 June 2023 was cancelled due to low interest therefore there is a breakfast being held on Monday 18 September 2023. It will be beneficial if the Shire President and Chief Executive Officer request a meeting with the Director General for the Department of Planning Lands & Heritage to discuss our land acquisition issues.

Officer Recommendation

That Council:

1. Appoint Cr K Carter and Cr S Carter as the Shire of Dalwallinu Delegates for the WALGA Annual General Meeting to be held on Monday 18 September 2023;
2. Appoint Chief Executive Officer, Jean Knight as the Shire of Dalwallinu Proxy Delegate for the WALGA Annual General Meeting to be held on Monday 18 September 2023;



3. Authorise Cr K Carter, Cr S Carter, Cr K McNeill, Cr J Counsel, Cr D Cream and Chief Executive Officer Jean Knight to attend the Local Government Convention from Sunday 17 September 2023 to Wednesday 20 September 2023;
4. Meets the costs of registration, accommodation and incidentals for all delegates, Chief Executive Officer and Partners.

Recommendation/Resolution

MOTION 10100

Moved Cr KM McNeill
Seconded Cr JL Counsel

That Council:

1. Appoint Cr K Carter and Cr S Carter as the Shire of Dalwallinu Delegates for the WALGA Annual General Meeting to be held on Monday 18 September 2023;
2. Appoint Chief Executive Officer, Jean Knight as the Shire of Dalwallinu Proxy Delegate for the WALGA Annual General Meeting to be held on Monday 18 September 2023;
3. Authorise Cr K Carter, Cr S Carter, Cr K McNeill, Cr J Counsel, Cr D Cream and Chief Executive Officer Jean Knight to attend the Local Government Convention from Sunday 17 September 2023 to Wednesday 20 September 2023;
4. Meets the costs of registration, accommodation and incidentals for all delegates, Chief Executive Officer and Partners.

CARRIED 6/0



9.4.3 Review of the Shire of Dalwallinu Community Engagement Plan*

Report Date	27 June 2023
Applicant	Shire of Dalwallinu
File Ref	CR/8 – Community Consultation
Previous Meeting Reference	OCM – 24 August 2021 (M9763)
Prepared by	Jean Knight, Chief Executive Officer
Supervised by	Jean Knight, Chief Executive Officer
Disclosure of interest	Nil
Voting Requirements	Simple Majority
Attachments	Shire of Dalwallinu Community Engagement Plan

Purpose of Report

Council is requested to endorse the reviewed Shire of Dalwallinu Community Engagement Plan as attached to this report.

Background

In the Shire of Dalwallinu Strategic Community Plan 2017-2027 under the heading ‘Civic Leadership (Governance)’ Outcome 4.1 identifies the need for ‘Improved communication/consultation across all towns with a variety of methods’.

The use of an endorsed Community Engagement Plan, with guidelines and checklists for use by Shire staff, ensures that the community is informed, consulted, involved and/or collaborated with during the decision making process in relation to Council and Shire services, events, strategic plans, issues and projects. These may be proposed new or alterations to existing services, events, strategic plans, issues and projects.

Consultation

Nil

Legislative Implications

Nil

Policy Implications

Nil

Financial Implications

Nil

Strategic Implications

Shire of Dalwallinu Strategic Community Plan 2017-2027

Outcome 4.1

Improved communication/consultation across all towns with a variety of methods

Site Inspection

Site inspection undertaken: Nil



Triple Bottom Line Assessment

Economic implications

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

Social implications

An engaged community adds value to the community planning process and is a key underlying resource for both community and economic development.

Environmental implications

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

Officer Comment

The Shire of Dalwallinu Community Engagement Plan ensures that Council has the opportunity to consider input from a wide range of community members and key stakeholders before making decisions. Community members will always be informed and given the opportunity to contribute to the planning/development process. This plan is reviewed every two (2) years. The last review of the plan was endorsed by council in August 2021.

The plan establishes a standard process for community engagement thereby ensuring that inclusive and efficient consultation is undertaken at all times. The community will be confident that it is kept informed of decisions emanating from community engagement and will become familiar with the methods/processes engaged.

Officer Recommendation

That Council endorse the reviewed Shire of Dalwallinu Community Engagement Plan.

Recommendation/Resolution

MOTION 10101

Moved Cr MM Harms
Seconded Cr KM McNeill

That Council endorse the reviewed Shire of Dalwallinu Community Engagement Plan.

CARRIED 6/0





Community Engagement Plan

Reviewed June 2023

Contents

- Introduction Page 3
- Purpose Page 3
- Scope Page 3
- Benefits Page 3
- Strategy 1 - Inform Page 4
- Strategy 2 - Consult Page 6
- Strategy 3 - Involve Page 7
- Strategy 4 - Collaborate Page 8
- Levels of Engagement Page 9
- Acknowledgment of Feedback Page 9
- Guideline to Level of Engagement Page 10
- Community Engagement Plan Checklist Page 11

Introduction

This Community Engagement Plan has been developed as identified in the Shire of Dalwallinu Strategic Community Plan 2017 – 2027.

Community is made up of the people who live, work, visit or invest in the Shire of Dalwallinu Local Government Area. Community Engagement is the process through which the Community are informed about and/or invited to contribute to proposals relating to Shire events, issues, plans, projects and services.

Purpose

A Community Engagement Plan will:

- Establish a standard process for community engagement;
- Ensure that the process is implemented by Shire staff and external consultants;
- Ensure that inclusive and efficient consultation is undertaken at all times;
- Ensure that the Community is kept informed of decisions.

A Community Engagement Plan will ensure that:

- Community members are given the opportunity to contribute to processes;
- Council has the opportunity to consider Community input before making decisions.

Following the principles of the *International Association for Public Participation Australasia (IAP2) Public Participation Spectrum* the Plan contains four key strategies:

1. Inform
2. Consult
3. Involve
4. Collaborate

Each strategy has a specific goal, a commitment to the Community and a set of methodologies.

Scope

This Community Engagement Plan relates to many activities undertaken by the Shire with the exception of notifications in relation to statutory notifications. Where legislative requirements exist which address specific information / consultation processes, the legislative requirements take precedence.

Benefits

There are a number of benefits from having a Community Engagement Plan, including:

- Commits the Shire and Council to being open and accountable;
- Assists the Shire and Council to plan services that continue to meet Community needs;
- Enables the Shire and Council to prioritise services and make better use of resources;
- Allows the broadest range of views to be expressed;
- Ensures the maximum amount of information is gathered prior to making decisions;
- Sees the Shire, Council and Community working together to achieve balanced decisions;
- Offers opportunities for the Community to contribute to and influence outcomes which directly affect their lives;
- Ensures an open and familiar process which becomes easier for Community members to participate in.

Please note: The Community is consulted about a wide variety of issues by a range of people in many ways. The Shire recognises this and so as not to over consult (we hear you – “we have already told you what we want, why are you asking us again?”) we may use existing timely research and findings of other consultations that the Shire or other agencies have recently conducted.

Community Engagement Strategy 1: Inform

Information dissemination is the primary form of community engagement. In order to be able to actively engage in the Shire's decision making processes, the Community requires information in a variety of ways.

Goal

To provide the Community with appropriate information regarding Shire events, issues, plans, projects and services to ensure that they understand the problems, alternatives, opportunities and / or solutions.

Commitment to the Community

"We will keep you informed, ensuring that information is accessible, relevant and easy to understand"

Methodology: How

By ensuring that up-to-date information is available on the Shire's processes, meeting agendas / minutes, services, projects and on how residents may feed back any issues, concerns and suggestions for service improvements. All information must be in a form that is accessible to all groups in the Community ie. people with disabilities, people with computer literacy difficulties, young people, the aged and, people from diverse cultural backgrounds.

The four main channels of communication for the Shire of Dalwallinu will be;

- **Advertising – Shire Newsletter** – available to subscribed community members, on the Shire Facebook Page and Shire website and available at the Shire Admin Centre and Dalwallinu Discovery Centre and various businesses in the townsite;
- **Email Notification** - to Shire lists, including but not limited to Community Groups, identified Stakeholders and subscribed Community members (through the Shire newsletter);
- **Website** - www.dalwallinu.wa.gov.au, an up-to-date source of information on Shire events, issues, plans, projects and services, including the Shire newsletter;
- **Facebook** – Shire of Dalwallinu, an up-to-date source of information on Shire events, issues, plans, projects and services.

Additional methods could include;

- **Advertising - Newspapers** – where statutory requirements exist, advertisements will be placed in relevant newspapers.
- **Fact Sheets** – for more complex issues, flyers, posters, brochures and reports will be available from Shire facilities, notice boards, the web site or via mail upon request.
- **Media Releases / Interviews** – as major events, issues, plans, projects and service initiatives arise.

For emergency information dissemination only;

- **SMS** - subscribed list.

When

Ongoing, as Shire events, issues, plans, projects and services arise or are scheduled.

Who

Entire Community, noting that Community members need to be aware of the methods used.

Evaluation and Accountability

Through the Shire of Dalwallinu Community Engagement Checklist (page 10). The use of this Checklist (and/or statutory / departmental checklists / templates) will be monitored on an ongoing basis by an allocated member of staff.

UNCONFIRMED

Community Engagement Strategy 2: Consult

Consultation takes place when feedback is required in relation to:

- The development of new strategies and plans;
- The review and evaluation of existing strategies and plans;
- The planning and development of new services and infrastructure;
- The review and evaluation of existing services and infrastructure;
- Issues which impact on or are of concern to the Community, including:
 - Broad community issues ie. Community Safety;
 - Specific community issues ie. Seniors and Youth; and
 - Area issues ie. traffic management and land use changes.

Goal

To capture Community input on strategic plans, directions, issues, priorities and projects.

Commitment to the Community

“We will listen to you, consider your ideas and keep you informed about the input received, the consideration of this input and the final decision/s reached”

Methodology: How

Community consultation techniques will vary depending on who is being consulted and the nature / complexity of the issue. Available resources will also determine the type of techniques that can be utilised ie. the timeframe, funds and staff available.

In addition to the information techniques, one of the following consultation techniques could be utilised;

- **Information Stalls:** staffed displays at local Agricultural show and other events. The Community can drop in at their convenience to peruse information and have their questions answered by, and/or provide feedback to Shire staff;
- **Public Meetings / Forums** - at various locations / localities, as appropriate;
- **Surveys / Questionnaires:** a series of relevant questions with the collated replies available for consideration and distribution. These may be conducted via mail, email / web or in person, for example venues could include but are not limited to homes / schools / businesses / community meetings to ensure the inclusion of Community members who may not normally be able to participate in community engagement.

When

The Shire and Council will ensure that the Community is consulted on issues which impact on or are of concern to the Community in a timely manner to allow adequate comment to occur and be analysed in order to inform decision making processes.

Who

All Community members who are identified as being directly impacted will be consulted, with the whole community being informed. Stakeholders will vary according to the issue, but could include residents, ratepayers, businesses, volunteers, those who visit or work in the municipality, other service providers/agencies, community groups, other levels of government, peak bodies, etc. It could also include particular groups within the Community, ie. seniors, families, children, youth, different ethnic groups, business people, people with a disability, etc.

Evaluation and Accountability

Through the Shire of Dalwallinu Community Engagement Checklist (page 10). The use of this Checklist (and/or statutory / departmental checklists / templates) will be monitored on an ongoing basis by an allocated member of staff.

Community Engagement Strategy 3: Involve

Involvement enables the Community to provide ongoing and in-depth input into community planning and into the development of solutions that are best able to meet Community needs. It enables the Community to have substantial input into the development of services.

Goal

To work on an ongoing basis with the Community to ensure that ideas, concerns and aspirations are listened to and understood and that Community knowledge is harnessed for the benefit of all.

Commitment to the Community

“We will work with you on an ongoing basis to ensure that your ideas, concerns and aspirations are considered, we will provide feedback on Shire decisions”

Methodology: How

Community involvement techniques will vary depending on who is being involved and the nature / complexity of the issue. Available resources will also determine the type of techniques that can be utilised ie. the timeframe, funds and staff available.

In addition to the information and consultation techniques one of the following involvement techniques could be utilised;

- **Focus Groups:** open by invitation to specific groups with relevant experience/involvement with the issue/project;
- **Referendum / Community Ballots:** a single question is posed, with the option to vote “YES” or “NO”, with a clear explanation of the outcomes pertaining to each selection;
- **Workshops:** open to the Community with the aim of briefing interested Community members and receiving their feedback.

When

The Shire will ensure that the Community is involved on issues which impact on and / or are of concern to the Community or to any group within the Community in a timely manner to allow adequate involvement to occur and be analysed in order to inform decision making processes.

Who

Community members who are impacted will be invited to be involved. Stakeholders will vary according to the issue, but could include residents, ratepayers, businesses, volunteers, those who visit or work in the area, other service providers/agencies, community groups, other levels of government, peak bodies, etc. It could also include particular groups within the Community, ie. seniors, families, children, youth, different ethnic groups, business people, people with a disability, etc.

Evaluation and Accountability

Through the Shire of Dalwallinu Community Engagement Checklist (page 10). The use of this Checklist (and/or statutory / departmental checklists / templates) will be monitored on an ongoing basis by an allocated member of staff.

Community Engagement Strategy 4: Collaborate

Collaboration enables Council to partner with the Community to ensure that each aspect of the decision making process is worked on together.

Goal

To work as partners to gain higher quality and more specialist input into the Shire's planning and decision making processes.

Commitment to the Community

"We will partner with you to receive your advice and innovation, we will consider then incorporate your recommendations into the decisions made wherever feasible"

Methodology: How

Community collaboration techniques will vary depending on who is being collaborated with and the nature / complexity of the issue. Available resources will also determine the type of techniques that can be utilised ie. the timeframe, funds and staff available.

In addition to the information, consultation and involvement techniques one of the following collaboration techniques could be utilised;

- **Council Committees:** established by Council and include:
 - Audit Committee

- **Council Advisory Committees:** established by Council and include:
 - Bush Fire Advisory Committee
 - Local Emergency Management Committee
 - Equal Opportunity Consultative Committee

- **Working Groups:** established by the Shire with a particular focus. The composition of a Working Group would be determined by the Shire together with specific terms of reference and reporting mechanisms. The Group would cease to function once their work is completed.

When

The Shire will collaborate with the Community whenever an event, issue, plan, project or service which will impact on the Community arises that is suitable to be collaborated upon in a timely manner.

Who

All community members are encouraged to become involved.

Evaluation and Accountability

Through the Shire of Dalwallinu Community Engagement Checklist (page 10). The use of this Checklist (and/or statutory / departmental checklists / templates) will be monitored on an ongoing basis by an allocated member of staff.

Levels of Engagement

The level of engagement undertaken will relate to the extent of community impact or interest associated with the proposed Shire events, issues, plans, projects and services.

Level 0 – No Engagement: no specific action is required when:

- No impact on the Community or locality is likely; or
- Consultation is precluded under relevant legislation; or
- Consultation has previously occurred.

Level 1 – Inform: this level of engagement will be utilised where:

- Community members are not likely to be detrimentally impacted by the proposed event, issue, plan, project or service; or
- Statutory requirements for notification exist;
- Consultation has previously occurred and minor modifications to address previous concerns raised are proposed; or
- In cases of emergency situations.

This level of engagement will raise awareness about the proposed event, issue, plan, project or service, establish communication links with the Community, encourage active participation and build trust and confidence between the Council, the Shire and the Community.

Level 2 – Consult: this level of engagement will be utilised where:

- Community members are likely to be impacted by the proposed event, issue, plan, project or service; or
- Statutory requirements for consultation exist.

In addition to Level 1 this level of engagement will collect views, opinions and ideas and foster community pride.

Level 3 – Involve: this level of engagement will be utilised where:

- Community members are likely to be majorly / detrimentally impacted by the proposed event, issue, plan, project or service; or
- Statutory requirements for involvement exist.

In addition to Levels 1 and 2 this level of engagement will encourage active participation and foster community support.

Level 4 – Collaborate: this level of engagement will be utilised where:

- There is the opportunity for collaboration.

In addition to Levels 1, 2 and 3 this level of engagement will make the Community partners and foster community ownership.

Acknowledgement of Feedback

General feedback will be summarised as part of the evaluation process.

Where written submissions are called for, the submitter will receive acknowledgement of their submission and advice as to when all submissions will be considered. All submissions received will be summarised and when a decision has been made the submission summary will be made available directly to all submitters and via the previously detailed communication channels to the Community.

Guideline to Proposed Levels of Engagement

CORPORATE SERVICES		
Annual Electors Meeting	2	
Asset Management Planning	2	
Burning Restrictions and Harvest Bans	1	*~
Corporate Business Plan (<i>from Strategic Community Plan</i>)	1	
Council Meetings – Ordinary	1	*
Council Meetings – Committee’s of Council	1	*
Council Meetings – Special Meetings	1	*
Events – to attend	1	
Events – to participate in / with	4	
Firebreak Notification	1	
Grant Opportunities	1	
Long Term Financial Planning	1	
Rates - new structure or format	2	*
Shire Newsletter	1	
Shire service provision changes (<i>ie library opening times</i>)	1	
Strategic Community Plan	3	
DEVELOPMENT SERVICES		
Building Applications (<i>engagement is during planning process</i>)	1	*
Development Plans and Structure Plans		*
Food Business Education and Training		*^
Local Planning Scheme Review		*
Local Law Development		*
Planning Application (including demolition of a building)		*^
Planning Application (including demolition) <i>building is on the Municipal Inventory</i>		*#
Planning Application (including demolition) <i>building is on the State Heritage List</i>		*#
Planning Application for a Building Envelope Variation		*
Planning Application for a Setback Variation		*
Planning Application for Development - A uses, not in zoning table		*
Planning Application for Development - D uses		*
Planning Application for Development - P or X uses		*
Scheme Amendment		*
Subdivision Referrals		*
Swimming Pool Inspections - 4 year, statutory		*^
TECHNICAL SERVICES		
Footpath - Construction	1	*^
Forward Infrastructure Management Programs		*
Road – Maintenance / Upgrading		*^
Road Closure – Festivals and Events		*^
Road Closure – Permanent		*
Road Closure – Temporary		*
Street Tree - Removal / Planting		*^

* Consultation Procedures are already set out by Local Law, existing legislation (Local Government Act 1995, Land Administration Act, Town Planning Scheme, Residential Planning Codes, Road Traffic Code, etc).

Includes consultation with a Heritage Advisor or the State Heritage Council

^ Mailed letter to affected resident/s, ratepayer/s, business/es and / or group/s

~ Subscribed emergency list

Community Engagement Plan



Project Name

Purpose:			
Timeline:	Start Date:		Outcomes By:
Stakeholders to be considered. <i>Please highlight those to be targeted during engagement.</i>	Businesses	Residents (all / targeted)	
	Children (<i>School / Playgroup</i>)	Seniors	
	Community Groups	Service Providers	
	People with a Disability	Unemployed	
	Environmental	Visitors	
	Families	Volunteers	
	Govt. Bodies	Workers	
	Indigenous	Youth	
	Neighbouring Shires	Other	
Ratepayers (all / targeted)	Other		
Staff to be notified:	CEO / ESO	Councillors	
	Finance & Administration Services	Consultant/s	
	Regulation & Development Services	SPMO	
	Technical Services (Works)	Other	
Community Engagement Plan			
Methods	Responsible	Date Due	Complete / Attached
1.1 Shire Bulletin			
1.2 Email Notification ~			
1.3 Website			
1.4 Facebook			
1.4 Advert - Newspaper			
1.5 Fact Sheet			
1.6 Media Rel./Interview			
2.1 Information Stalls			
2.2 Public Meeting/Forum			
2.3 Survey/Questionnaire			
3.1 Focus Group			
3.2 Referendum/Ballot			
3.3 Workshop			
4.1 Council Committee			
4.2 Working Group			
* Statutory Consultation			
# Heritage Consultation			
^ Mailout (note: timeliness)			
~ Subscribed email list			
Evaluation			
Summary of...		Date Due	Complete / Attached
Feedback / Results / Outcomes / Recommendations			

Outcomes Shared			
Methods	Responsible	Date Due	Complete / Attached
Shire Bulletin			
Email Notification			
Website			
Facebook			
Other			

UNCONFIRMED

9.4.4 Review of the Shire of Dalwallinu Communication Plan*

Report Date	27 June 2023
Applicant	Shire of Dalwallinu
File Ref	CR/8 – Community Consultation
Previous Meeting Reference	OCM – 24 August 2021 (M9762)
Prepared by	Jean Knight, Chief Executive Officer
Supervised by	Jean Knight, Chief Executive Officer
Disclosure of interest	Nil
Voting Requirements	Simple Majority
Attachments	Shire of Dalwallinu Community Engagement Plan

Purpose of Report

Council is requested to endorse the reviewed Shire of Dalwallinu Communication Plan as attached to this report.

Background

In the Shire of Dalwallinu Strategic Community Plan 2017-2027 under the heading ‘Civic Leadership (Governance)’ Outcome 4.1 identifies the need for ‘Improved communication/consultation across all towns with a variety of methods’.

The use of an endorsed Communication Plan, with guidelines and templates for use by Shire staff, ensures that the style and manner of Shire communication will be consistent. Consistent communication is more effective and presents a more professional organisation.

Consultation

Nil

Legislative Implications

Nil

Policy Implications

Nil

Financial Implications

Nil

Strategic Implications

Shire of Dalwallinu Strategic Community Plan 2017-2027

Outcome 4.1

Improved communication/consultation across all towns with a variety of methods

Site Inspection

Site inspection undertaken: Nil



Triple Bottom Line Assessment

Economic implications

Professional communication adds value to the community through inclusion and a resulting sense of pride. Community is a key resource for economic development. A healthy active community creates a more liveable and attractive area for prospective investors, employers, employees and visitors.

Social implications

An engaged community adds value to the community planning process and is a key underlying resource for both community and economic development.

Environmental implications

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

Officer Comment

The Shire of Dalwallinu Communication Plan ensures that the Shire Administration provides professional consistent communication with the community and external stakeholders. The plan is reviewed every two (2) years. The plan was last reviewed in August 2021.

The plan established processes and templates for communications which will assist the community in being confident that it is kept informed.

This document has been reviewed by the Chief Executive Officer and no changes were effected to the Communication Plan.

Officer Recommendation

That Council endorse the reviewed Shire of Dalwallinu Communication Plan.

Recommendation/Resolution

MOTION 10102

Moved Cr DS Cream
Seconded Cr NW Mills

That Council endorse the reviewed Shire of Dalwallinu Communication Plan.

CARRIED 6/0





Shire of

Dalwallinu

Place of wheat and wattle

Communication Plan

Reviewed June 2023

Shire of Dalwallinu

58 Johnston Street

(PO Box 141)

DALWALLINU WA 6609

Telephone: 08 9661 0500

Facsimile: 08 9661 1097

Email: shire@dalwallinu.wa.gov.au

Website: www.dalwallinu.wa.gov.au

Contact: Chief Executive Officer

Document Control

Version	Approved By – Name	Title / Resolution	Date
1.0	Council, at their Ordinary Meeting	Resolution #8850	27 June 2017
2.0	Council, at their Ordinary Meeting	Resolution #9386	25 June 2019
3.0	Council, at their Ordinary Meeting	Resolution #9762	24 August 2021
4.0	Council, at their Ordinary Meeting		27 June 2023

Contents

Contents.....	3
Purpose of the Communication Plan	5
What Is Communication	5
Target Audience	5
Internal.....	5
External	5
Record Keeping	6
Communication Channels (Current)	7
Medium.....	7
Description.....	7
Frequency	7
Internal.....	7
External	7
Key Messages.....	9
Objective	9
Target Audience	9
Key Message	9
Communication Action Plan	10
Item	10
Action	10
Deadline	10
Officer	10
Contributors.....	10
Communication Action Plan	11
Item	11
Action	11
Deadline	11
Officer	11
Contributors.....	11
Measurement.....	12
Method	12
Target.....	12

Deadline	12
Officer	12
Style Guide	13
Corporate Branding.....	13
Logo.....	13
Colour Breakdowns for our Corporate Palette	13
Stationery and Official Typeface.....	13
Image Library	13
Addendum – Style Guide	13
Addendum – Customer Service Charter	13
Addendum - Examples.....	13

Purpose of the Communication Plan

To guide internal and external stakeholders (see target audience below) on the style and manner in which the Shire will disseminate information.

What Is Communication

com·mu·ni·ca·tion (*www.google.com.au*)

1. The imparting or exchanging of information or news.
2. A letter or message containing such information or news.

Target Audience

Internal

Councillors – eight (8) elected members of Council: to enable informed decision making.

Staff – all employees, volunteers and contractors: to build a competent and confident team.

External

Dalwallinu Community – people living in the Shire of Dalwallinu; to answer enquiries and disseminate information regarding the Shire, including but not limited to, events, issues, plans, projects and services.

Community Organisations – local community groups, sports clubs, churches etc; to build a positive relationship, offer support for activities and access to Shire facilities.

Local Businesses – established businesses including farming and light industrial businesses throughout the Shire: to answer enquiries and disseminate information regarding the Shire, especially future plans, business promotion opportunities and events.

Local Media – Totally Locally, Kalannie Kapers; to update readers on what is happening in the Shire of Dalwallinu.

Ministers and Politicians – State and Federal politicians and ministers; local State government representatives: to build a positive relationship, so they are aware of the Shire's needs and celebrate the Shire's achievements.

Neighbouring Residents – people living in Moora, Wongan Hills, Coorow, Perenjori, Koorda and Mount Marshall; to answer enquiries and disseminate information regarding the Shire as required.

Service Providers (to the Shire) – to create a supportive business relationship.

Visitors – tourists and people who drive through the Shire; to answer enquiries and disseminate information regarding the Shire, especially regarding events, facilities and opportunities. This includes the attraction of visitors to our Shire.

Record Keeping

It is noted that there is a requirement for all Local Government information to be recorded. This aspect of communication is covered through the Shire of Dalwallinu Record Keeping Plan 2020. This plan is reviewed every five years.

UNCONFIRMED

Communication Channels (Current)				
Medium	Description	Frequency	Internal	External
Community Engagement	As per the Shire of Dalwallinu Community Engagement Plan 2023	As required	X	X
Council Information Bulletin	Update on events, issues, plans, projects and service initiatives, both local and regional	Monthly	X	
Documents and Reports	Significant documents such as; Strategic Community Plan, Annual Report, Annual Budget along with monthly reports to Council	As required	X	X
Email / Mail	As per individual Officer	As required	X	X
Facebook: Dalwallinu Shire	To share information with the community	Regularly, as required		X
Interviews: Shire President and CEO	About upcoming events, issues, plans, projects and service initiatives	Upon request	X	X
Mail outs	Rates information brochure	Annual		X
	As set out by Local Law / legislation	As required		
Media Releases	To share events, issues, plans, projects and services.	As required	X	X
Notice Board/s	Shire Office & Library	As required		X
Public Events	As advertised	As required	X	X
Public Notices	As per statutory requirements	As required	X	X
Shire Bulletin	Shire news/advertising	Monthly	X	X
Shire Information Packs	For new residents	As required		X
Signage	Shire and locality welcome signs, street signs, building signs, informational signs	Where required		X
Signage - Highway	Business signage situated on the highway	Biennially		X
SMS Messaging	Harvest Ban and Fire Weather information	As required		X
Staff /Toolbox Meetings	Held following Council meetings	Monthly	X	
Surveys	To receive input from the Community on various matters	As required		X

Telephone	For receiving and answering queries	As required	X	X
Website	www.dalwallinu.wa.gov.au , information on Shire events, issues, plans, projects and services	As required		X

UNCONFIRMED

Key Messages		
Objective	Target Audience	Key Message
Improved customer satisfaction	Dalwallinu Community, Service Providers, Local Businesses,	<i>“How can Dalwallinu help you?”</i>
Increased awareness of events, issues, plans, projects and services.	Dalwallinu Community, Local Businesses, Neighbouring Residents, Visitors, Local Media	<i>“There’s more to Dalwallinu than you think”</i>
Image and identity creation “positioning”	Dalwallinu Community, Neighbouring Residents, Visitors, Local Media, Ministers and Politicians, Community Organisations, Regional Development Authority & Wheatbelt Development Commission	<i>“Dalwallinu listens, plans and delivers on strategic and community objectives”</i>
Equip Councillors, Staff and Volunteers	Councillors, Staff, Volunteers	<i>“Our Councillors, Volunteers and Staff are Dalwallinu’s ambassadors”</i>

Communication Action Plan				
Item	Action	Deadline	Officer	Contributors
Communication Plan	Bi-Annual Review.	Aug-23	CEO	Councillors SMT
Council Information Bulletin	Continue: no additional action.	Monthly	EA	SMT Selected Officers
Documents & Reports	Continue: no additional action, noting that we will correspond using clear, concise language that is easily understood.	As required	Various	Various
Email	Maintain/develop an up-to-date email list for; groups (business, community, sporting), media, subscribed individuals, neighbouring Shires.	Ongoing	CDO/ EA/CSO	Community
Email newsletter	New: Develop mailing list for individuals who would like to receive Shire news directly	Ongoing	EA	Community
Facebook	Continue: Share information more regularly	Ongoing	CEO/EA	Various
Interviews	Continue: Share events, issues, plans, projects and services.	As invited	SP/CEO	Local / state media
Mail outs	Continue: no additional action.	As required	Various	Various
Media Releases	Continue: Share events, issues, plans, projects and services.	As suitable	SP/CEO	Various
Notice Board/s	Continue: Shire: monitor for accuracy.	Monthly	CSO	Community Staff
Public Events	Maintain an Annual Calendar for planning and promotion.	Ongoing	CEO	Councillors SMT Staff Community
	Update and display (website, notice board, DDC...)	Monthly		
Public Notices	Continue: As per statutory requirements	As required	EA CEO	Various

Communication Action Plan				
Item	Action	Deadline	Officer	Contributors
Shire Newsletter	Continue: Shire news/advertising	Monthly	EA	Various
Shire Information Packs	Continue: continually update and review content.	As required	RO	Various
Signage	Continue: Update as funds become available, and as part of relevant projects.	Ongoing	CDO	SMT
Signage - Highway	Continue: Update every two years as required	Biennially	CDO	Various
SMS Messaging	Continue: no additional action.	As required	MCS	DFES
Staff/Toolbox Meetings	Continue: no additional action. Encourage input from staff	Monthly	CEO/MWS	Staff
Surveys	Continue: Solicit community input into proposed events, issues, plans, projects and services, through hard copy and online survey tools.	As required	CEO	Executive
Website	Continue: Review site content and accessibility, update site map accordingly.	Ongoing	CEO EA	Community SMT Staff
	Monitor for accuracy, update accordingly.	Ongoing		

Measurement			
Method	Target	Deadline	Officer
Bi-Ennial Review	Monitor that deadlines have been met and update Plan to go forward.	Aug-23	CEO
Community Survey	Monitor Community attitudes and satisfaction on a broad range of issues to assist Council in planning for future development and activities, including customer service and communication activities.	Ongoing	MCS

UNCONFIRMED

Style Guide

Corporate Branding

All means by which people can come into contact with the Shire of Dalwallinu need to be uniform, positive and immediately recognisable. These “touch points” include;

- advertising, including informational flyers / brochures / posters;
- conversations with Councillors, Staff and Volunteers;
- logo, wherever displayed;
- packaging;
- services, especially but not limited to customer service;
- signage;
- stationery and
- email signature.

Logo

Please refer to Page 1 of the Style Guide, page 2 of the Guide provides an explanation of the colour choices.

Colour Breakdowns for our Corporate Palette

Please refer to Page 2 of the Style Guide for the RGB colour breakdown.

Stationery and Official Typeface

Please refer to Pages 2 and 3 of the Style Guide. Basically we use 12 point Calibri.

Image Library

- Shire Logo’s are located at T:\Community Relations\Logo\SOD Logos.
- Logo’s for other organisations are located, and should be saved, at T:\Community Relations\Logo\Other Logos.
- Photo’s are located, and should be saved, preferably under an existing folder, at T:\Photos.

Addendum – Style Guide

The Style Guide outlines the use of the Shire logo, the acceptable colour palette, brand use, typography and templates.

STAFF ONLY: Available at T:\Strategies & Plans (Endorsed)\Communication Plan 2017.

Addendum – Customer Service Charter

The Customer Service Charter provides staff with clear standards to aim for.

STAFF ONLY: Available at T:\Strategies & Plans (Endorsed)\Communication Plan 2017.

Addendum - Examples

- Email Signature
- Letter Layout
- Media Release
- Memo
- Works Request Form (PDF)

10 APPLICATIONS FOR LEAVE OF ABSENCE

MOTION 10103

Moved Cr NW Mills
Seconded Cr KM McNeill

That the application for leave of absence for Cr NW Mills to the 25 July 2023 Ordinary Meeting of Council be approved.

CARRIED 6/0

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)(c)(e)

PROCEDURAL MOTION 10104

Moved Cr KM McNeill
Seconded Cr JL Counsel

That Council moves into a confidential session at 3.41pm as per *Local Government Act 1995*, Section 5.23(2)(b)(c)(e)

- (b) the personal affairs of any person; and
- (c) a contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting; and
- (e) a matter that if disclosed, would reveal —
 - (i) a trade secret; or
 - (ii) information that has a commercial value to a person; or
 - (iii) information about the business, professional, commercial or financial affairs of a person,where the trade secret or information is held by, or is about, a person other than the local government; and

to discuss:

14.1 Award of Tender – RFT2223-06 Cartage of Road Building Materials

CARRIED 6/0

- 3.41pm Mr Doug Burke left the meeting and did not return.
- 3.41pm Mr Marc Bennett left the meeting and did not return.
- 3.41pm Mr Barton Sprigg left the meeting and did not return.
- 3.41pm Mr Rikky Sprigg left the meeting and did not return.
- 3.41pm Mr Brett Davies left the meeting and did not return.

14.1 Award of Tender – RFT2223-06 Cartage of Road Building Materials

Report Date	27 June 2023
Applicant	Shire of Dalwallinu
File Ref	FM/28 – Financial Management - Tendering
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	Nil

Purpose of Report

Council is requested to consider the tender received for RFT2223-06 Cartage of Road Building Materials.



Recommendation/Resolution

MOTION 10105

Moved Cr KM McNeil
Seconded Cr DS Cream

That Council:

1. Award RFT2223-06 to Dudawa Haulage for the price of \$250.00 per hour for a Double Road Train and \$200.00 per hour for a Single Trailer;
2. Authorise the Chief Executive Officer to enter into a three (3) year contract with Dudawa Haulage to complete the works in accordance with the tender specifications and submitted price schedule for RFT2223-06.

CARRIED 6/0

PROCEDURAL MOTION 10106

Moved Cr NW Mills
Seconded Cr KM McNeill

That the meeting come from behind closed doors at 3.43pm.

CARRIED 6/0

15 SCHEDULING OF MEETING

The next Ordinary Meeting of Council will be held on 25 July 2023 at the Shire of Dalwallinu Council Chambers, Dalwallinu commencing at 3.30pm.

16 CLOSURE

There being no further business, the Chairperson closed the meeting at 3.43pm.

17 CERTIFICATION

I, Keith Leslie Carter, certify that the minutes of the Ordinary Council meeting held on the 27 June 2023, as shown on page numbers 1 to 136 were confirmed as a true record at the meeting held on 25 July 2023.

CHAIRPERSON

DATE

