

Ordinary Council Meeting Minutes

27 May 2025

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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.....	3
5.1 Response to Previous Public Questions Taken on Notice	3
5.2 Public Question Time.....	4
6 MINUTES OF PREVIOUS MEETINGS	4
6.1 Ordinary Council Meeting – 22 April 2025	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 Local Planning Scheme - Planning Policy N° 3 Rural Land – Pithara East Road, Kalannie	6
9.2.2 Workforce Accommodation (DA 062425)*	11
9.3 CORPORATE SERVICES	21
9.3.1 Accounts for Payment for April 2025*	21
9.3.2 Monthly Financial Statements for April 2025*	24
9.3.3 Schedule of Fees and Charges 2025-2026*	26
9.3.4 Concessional fees and charges – Ashlee Gartrell*	29
9.3.5 Concessional fees and charges – Dalwallinu Baptist Church*	31
9.4 CHIEF EXECUTIVE OFFICER	34
9.4.1 Lease of Level 1 – Dalwallinu Discovery Centre to Dalwallinu Haulage*	34
9.4.2 Award of RFT2425-09 Waste & Refuse Collection Services	37
9.4.3 Proposed Change of Ordinary Council Meeting Commencement Times.....	40
9.4.4 Shire of Dalwallinu Council Plan 2025-2035*	43



9.4.5	Lease of Building on Lot 594 (20) Park Drive, Dalwallinu – Dalwallinu Creative Arts Inc*	47
9.4.6	Lease – Units 2 & 3, 18 Huggett Drive, Dalwallinu	49
10	APPLICATIONS FOR LEAVE OF ABSENCE.....	51
11	MOTIONS OF WHICH NOTICE HAS BEEN RECEIVED	51
12	QUESTIONS FROM MEMBERS WITHOUT NOTICE	51
13	NEW BUSINESS OF AN URGENT NATURE (INTRODUCED BY DECISION OF THE MEETING).....	51
14	MEETING CLOSED TO THE PUBLIC – CONFIDENTIAL BUSINESS AS PER LOCAL GOVERNMENT ACT, 1995, SECTION 5.23(2)	52
14.1	New Contract – Manager Planning & Development Services	53
14.2	Purchase & Proposed Sale of Lots 42 & 43 Arthur Street, Wubin (R17985)	53
15	SCHEDULING OF MEETING	54
16	CLOSURE	54

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SHIRE PRESIDENT DECLARATION

For the purposes of transparency, this public meeting is being recorded. The recording will be archived and available on Councils website www.dalwallinu.wa.gov.au. All care is taken to maintain your privacy; however, as a visitor in the public gallery, your presence may be recorded. I request all participants maintain a respectful and professional demeanour throughout the proceedings. Any use of profanity, disrespectful language, or disruptive behaviour may result in removal from the meeting.

Thank you for your cooperation.

SHIRE OF DALWALLINU

MINUTES of the Ordinary Meeting of Council held at the Council Chambers, Shire Administration Centre, Dalwallinu on Tuesday 27 May 2025.

1. OPENING & ANNOUNCEMENT OF VISITORS

The Chairperson (President) opened the meeting at 3.31pm.

2. ANNOUNCEMENTS OF PRESIDING MEMBER

Nil

3. ATTENDANCE RECORD

3.1 Present

Shire President

Deputy Shire President

Cr KL Carter

Cr SC Carter

Cr JL Counsel

Cr DS Cream

Cr S Dawson

Chief Executive Officer

Ms JM Knight

Public

Nil.

3.2 Apologies

Cr JH Cruz

Cr MM Harms

3.3 Leave of Absence Previously Granted

Nil

4. DECLARATIONS OF INTEREST

Item 9.4.1 – Cr S Dawson declared a Financial Interest in this item.

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 – 22 April 2025

MOTION 10395

Moved Cr JL Counsel
Seconded Cr DS Cream

That the Minutes of the Ordinary Meeting of Council held 22 April 2025 be confirmed.

CARRIED 5/0

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

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

7.1 Petitions
Nil

7.2 Presentations
Nil

7.3 Deputations
Nil

7.4 Delegates Reports/Submissions
Nil

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



9 REPORTS

9.1 WORKS & SERVICES

There were Nil Reports from Works & Services this month.

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9.2 PLANNING & DEVELOPMENT

9.2.1 Local Planning Scheme - Planning Policy N° 3 Rural Land – Pithara East Road, Kalannie

Report Date	27 May 2025
Applicant	Shire of Dalwallinu
File ref	LP/12
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	Absolute Majority
Attachments	Local Planning Policy N° 3 Rural Land – Pithara East Road, Kalannie.

Purpose of Report

For Council to consider reviewing the Local Planning Scheme – *Local Planning Policy N° 3 – Rural Land – Pithara East Road, Kalannie* in accordance with Schedule 2, Part 2 Clause 5 of the *Planning and Development (Local Planning Schemes) Regulations 2015*.

Background

The purpose of this report is to provide rational for preferred amendments to the *Local Planning Policy No. 3 – Pithara East Road, Kalannie (the Policy)*.

The Policy was adopted in June 2014 for the purpose of managing proposed development relating to specific properties (the area/s). The aims of the Policy are the following:

- Ensure that the identified properties are maintained to a standard which compliments the general tidiness of the community,
- Instils a sense of pride in the manner the Town is presented, and
- Maintain areas that minimise storage areas for disused machinery and materials and harbourage for vermin.

The specific properties referred to in the Policy are:

Lot 51 (A957) Pithara East Road, Kalannie. This 3ha property has been developed with a large industrial shed.

Lot 52 (A958) Pithara East Road, Kalannie. This 3ha property has been developed with a large industrial shed.

Lot 53 (A959) Pithara East Road, Kalannie. This 3ha property has minimal evidence of critical development.

Lot 54 (A960) Pithara East Road, Kalannie. This 3ha property has been developed with residential prominent.

Lot 55 (A961) Pithara East Road, Kalannie. This 3.9 ha property has no evident development.

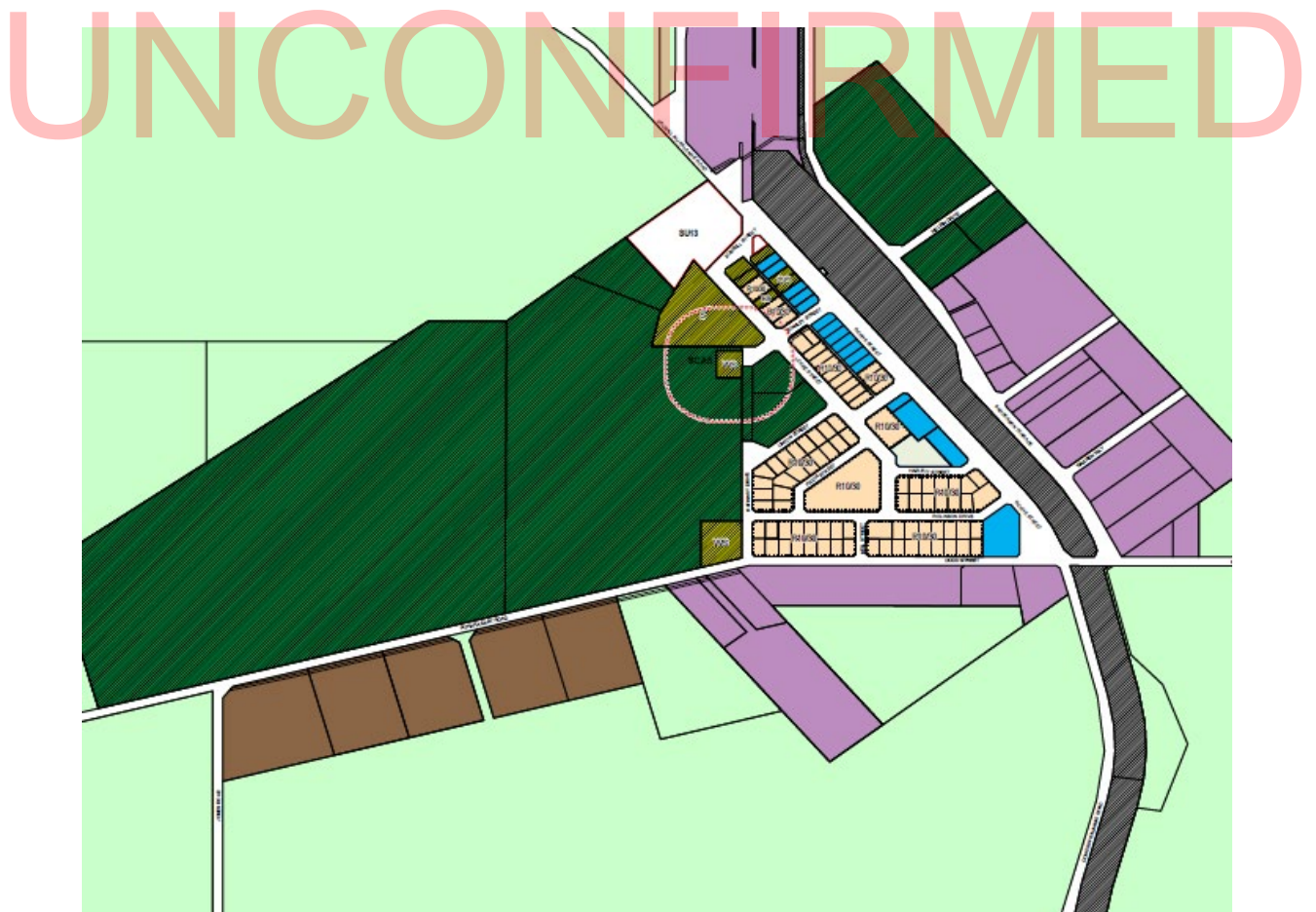
The Shire may prepare, or amend, a Local Planning Policy (the Policy) in respect of any matter related to the planning and development of the Scheme area so as to apply generally or for a particular class or classes of matters and throughout the local government area or in one or more parts of the area and may amend or add to or rescind the Policy.



A Local Planning Policy is not part of the Scheme and does not bind the local government in respect of any application for planning approval but the local government is to have due regard to the provisions of the Policy and the objectives which the Policy is designed to achieve before making its determination.



The five properties (Lots 51-55 Pithara East Road) zoned 'Rural Residential' under the Local Planning Scheme



Properties subject of the Planning Policy No. 2



Consultation

The Council may make an amendment to a local planning policy without advertising the amendment if, in the opinion of the local government, the amendment is a minor amendment.

Legislative Implications

State

Planning and Development (Local Planning Schemes) Regulations 2015

The Regulations provide the criteria for creating, amending, and reviewing local planning policies.

Local

Shire of Dalwallinu Local Planning Scheme N° 2 (the Scheme)

The Scheme provides the ability for the Shire to prepare local planning policies.

Policy Implications

Possible amendment to the Policy.

Financial Implications

Nil

General Function Implications

Nil

Strategic Implications

Local Planning Strategy 2013

The objective of Rural Residential land as envisaged under the Strategy is:

‘To support sustainable development that does not compromise agricultural activity by providing for a variety of living environments within the townsites and environs by providing a range of lot sizes and development types considered appropriate to the landform, capability and provision of services.’

Site Inspection

Not applicable

Sustainability & Climate Change Implications

Economic implications

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

Social implications

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

Environmental implications

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

Officer Comment

It is considered that the following amendments should be made to the Policy:

- a. Remove the title of the Planning Policy ‘Rural Land – Pithara East Road’ and replace with ‘Rural Residential’. Though the properties identified in the Policy are the only lands currently zoned Rural Residential, it is considered appropriate to have the Policy apply by context to all and any Rural Residential lands zoned under the Scheme.



- b. Remove all wording under, and relating to, the sub-title 'Definition' and replace with 'This Local Planning Policy will apply to all land within the Local Planning Scheme area that is zoned Rural Residential under the *Shire of Dalwallinu Local Planning Scheme N° 2*'. The current definition relates only to specific properties and is not all encompassing of other potential Rural Residential zoned sites.
- c. Remove reference to 'Rural Land' and replace with the wording, 'Rural Residential'. The properties specified in the Policy are not zoned 'Rural', but in fact are zoned under the Scheme as 'Rural Residential'. This would minimise any confusion as to what type of land holding is referred to in the Policy and provide consistency.
- d. Remove references to 'Hobby farm' and/or 'small rural' and replace with the wording 'Rural Residential'. This would minimise any confusion as to what type of land holding is referred to in the Policy and provide consistency.
- e. Remove reference to 'Building Construction' and subservient points 'a, b, c, d, e & f'. The reference to 'Building Construction' is made redundant by way of implementation of the *National Construction Code, State Planning Policy - Residential Design Codes* and Part 5.7.1 of the Local Planning Scheme, to wit:

'Where development standards for a particular use are not set out in this Scheme, the development applicable shall be determined by the local government.'

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Officer Recommendation/Council Resolution

MOTION 10396

Moved Cr SC Carter
Seconded Cr JL Counsel

That Council resolve to:

1. Amend the *Local Planning Policy N° 3 – Rural Land – Pithara East Road, Kalannie* as follows:
 - Remove the words of the Planning Policy ‘Rural Land – Pithara East Road’ and replace with ‘Rural Residential’,
 - Remove all wording under the sub-title ‘Definition’ and replace with ‘This Local Planning Policy will apply to all land within the Local Planning Scheme area that is zoned Rural Residential under the *Shire of Dalwallinu Local Planning Scheme N° 2*,’
 - Remove the wording under the sub-title ‘Objectives’ being: ‘To provide for proper development of Ninghan Location 2611 Lots 51 – 55 in keeping with the Hobby Farm and Semi Rural Pursuits originally approved by Council in keeping with the objectives of the defined rural zone’,
 - Remove reference to ‘Rural Land’ and replace with the wording, ‘Rural Residential’,
 - Remove references to ‘Hobby farm’ and/or ‘small rural’ and replace with the wording ‘Rural Residential’, and
 - Remove reference to ‘Building Construction’ and subservient points ‘a, b, c, d, e & f’.
2. Be of the opinion that the recommended amendment is a minor amendment.

CARRIED 5/0

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



**SHIRE OF DALWALLINU
LOCAL PLANNING SCHEME No. 2
(District Scheme)**

The Dalwallinu Shire under and by virtue of the provisions and powers conferred upon it in that behalf by Local Planning Scheme No 2, more particularly Clause 2.2, hereby adopts the following Policy.

LOCAL PLANNING SCHEME No.2 POLICY No.3

**RURAL LAND – PITHARA EAST ROAD Pt Location 2611
Lots 51 - 55, KALANNIE**

DATE ADVERTISED: 29 April 2014

DATE FINALLY ADOPTED: 03 June 2014

DEFINITION

For the purposes of this policy rural land includes all that land within Pithara East Road, Kalannie, as shown within the Local Planning Scheme Map No. 2 Kalannie as Rural Land. The land is bounded by the Town Boundary west to Jones Road and includes that portion specifically mentioned as Lots 51 – 55 Part Location 2611 Pithara East Road

BACKGROUND

In most developed areas there is a desire to ensure that small rural and hobby farm areas are maintained to a standard which compliments the general tidiness of the community and instils a sense of pride in the manner the Town is presented to the community and the travelling public. Additionally well maintained rural and hobby farm areas can present less of an aesthetic concern and require less inspectorial control.

Hobby farm areas must be maintained to minimise storage areas for disused machinery and materials, harbourage for vermin and pests and should present as a well managed operation with a sense of pride in the community.

The Policy addresses the development of a small rural and Hobby farm sites, particularly setbacks, waste disposal and general maintenance of the site.

OBJECTIVES

The objectives of the policy are:

- a) To protect the hobby farm style development and residential amenity from uses that are incompatible with the rural lifestyle of the community and the visual amenity of an area which represents the main approach to the Town of Kalannie.
- b) To provide for proper development of Ninghan Location 2611 Lots 51 – 55 in keeping with the Hobby Farm and Semi Rural Pursuits originally approved by Council in keeping with the objectives of the defined rural zone
- c) To ensure the objectives of the defined rural use are maintained and to ensure that future residential development is in keeping with Hobby Farms and Semi rural pursuits and are uniform in size.

- d) To protect the visual amenity of areas that may have a direct view of the Hobby Farm and Semi Rural area or frequent the area for personal or business purposes.
- e) To control the type of development within the defined rural area to ensure a degree of integration to minimise the creation of nuisance factors such as visual pollution, disused material accumulation, offensive odours and operations, and noise.
- f) To provide developers with a minimum acceptable standard of operation within the defined rural area which complements the rural lifestyle of the community and enhances the visual amenity of the area.

POLICY

PLANNING REQUIREMENTS

- a) All applications for development shall submit a planning application detailing building envelope area, landscaping, off street delineated parking, disused materials and waste storage areas, and proposed industry to be established.
- b) The front setback area (minimum setback *to be determined*) may be used only for the purposes of landscaping, access and visitors parking. Natural vegetation existing within the setback area is to be maintained. Proposed landscaping is to include local flora.
- c) Natural vegetation within 3 metres of the rear boundary is to be maintained and supplemented with local flora where required. Natural vegetation within 1 metre of the side boundaries shall be maintained and supplemented with landscaping.
- d) Side and rear setback distances are as determined by Council dependent on wall heights of structure, modes of access and the requirements of Table II Development Table, of the Local Planning Scheme No. 2.
- e) No material or products may be stored or displayed within the front setback area.
- f) A minimum of 10% of the lot shall be landscaped and areas within 1 metre of side boundaries shall be landscaped.
- g) A second dwelling may be constructed on the Lot within the Building Envelope for the purposes of Staff accommodation or other purpose approved by Council.
- h) Lot sizes are to be maintained at 2.9Ha or larger.

BUILDING CONSTRUCTION

- a) Maximum plot ratios are to be determined by Council upon receipt of each application. As a guide development is limited to 0.5. Applications for development in excess of this ration should provide supporting documentation to assist Council's determination.
- b) The use of second hand materials in construction of the buildings is not permitted. Second hand dwellings may be erected on the site with the written permission of Council. All applications are to provide supporting documentation regarding improvements to the second hand dwelling such as repainting, waste disposal and shall include two recent photographs and a floor plan.
- c) Where developments propose to display or onsell goods, shop fronts and offices shall not encroach into the front setback area.
- d) Materials to be used shall be new. Where steel framed construction and cladding is to be utilised, the wall cladding shall be coloured and roof cladding may be galvanised.
- e) Waste disposal systems shall be constructed to the requirements of the Health Act 1911 (as amended) and leach drains shall be trafficable.
- f) Fencing requirements shall be in accordance with Policy No. 7 - Fencing. All boundary lines are to be fenced during the construction phase of the building. Plastic coated

mesh is to be utilised for front setbacks or alternatively decorative fencing may be installed with the written approval of Council.

The Council may require a bond or bank guarantee from a developer to ensure landscaping, second hand dwellings and/or other development works are designed and carried out to the satisfaction of the Council.

Where Council considers a particular development or use to be incompatible with the predominant uses within that zone, additional requirements may be necessary.

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9.2.2 Workforce Accommodation (DA 062425)*

Report Date	27 May 2025
Applicant	Able Planning & Project Management
File Ref	A144
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

Council is requested to consider an application for retrospective approval to allow for the proposed development of a 'Residential Building' on the subject land as submitted by the applicant on 6 May 2025.

The proposed development requires discretionary approval from the Council.

It is recommended that the proposed development be refused for the given reasons.

Background

Subject Property:	Lot 2 Great Northern Highway, Wubin
Land Use Zoning:	Townsite
Property Owner:	W Roadhouse P/L
Applicant:	Able Planning & Project Management
Consent Authority:	Shire of Dalwallinu Council
Proposed Development:	Residential Building
Value of Development:	\$17,000
Outside Consultation:	Signage was placed onsite for >14 days with a Public Notice attached.

The proposal is for the retrospective approval of a 'Residential Building' at the subject site. A 'Residential Building' is defined under Volume 1, State Planning Policy: Residential Design Codes as being:

- 'a building or portion of a building, together with rooms and outbuildings separate from such building but incidental thereto; such building being used or intended, adapted or designed to be used for the purpose of human habitation:*
- *temporarily by two or more persons; or*
 - *permanently by seven or more persons, who do not comprise a single family, but does not include a hospital or sanatorium, a prison, a hotel, a motel or a residential school.*



'Residential Building' is listed in the Zoning Table in the Shire of Dalwallinu Local Planning Scheme No. 2 (the Scheme). The Zoning Table in the Planning Scheme denotes that the 'Residential Building' use is not permitted unless the Council has exercised its discretion by granting planning approval after giving Public Notice of the proposal.

The subject site is situated within the Wubin townsite and is zoned 'Townsite' under the Scheme. The objectives and purposes of the Townsite land use zoning is as follows:

- To maintain a rural town atmosphere and lifestyle choice.
- To provide for a degree of flexibility of uses allowed within the zone whilst maintaining an appropriate level of residential amenity.
- To allow a variety of uses necessary to service the normal functions of a rural townsite.
- To provide for a mix of residential development and a range of commercial, light industrial and other uses considered appropriate in rural towns.

Residential development is defined in the *State Planning Policy 7.3 – Residential Design Codes Volume 1* as being:

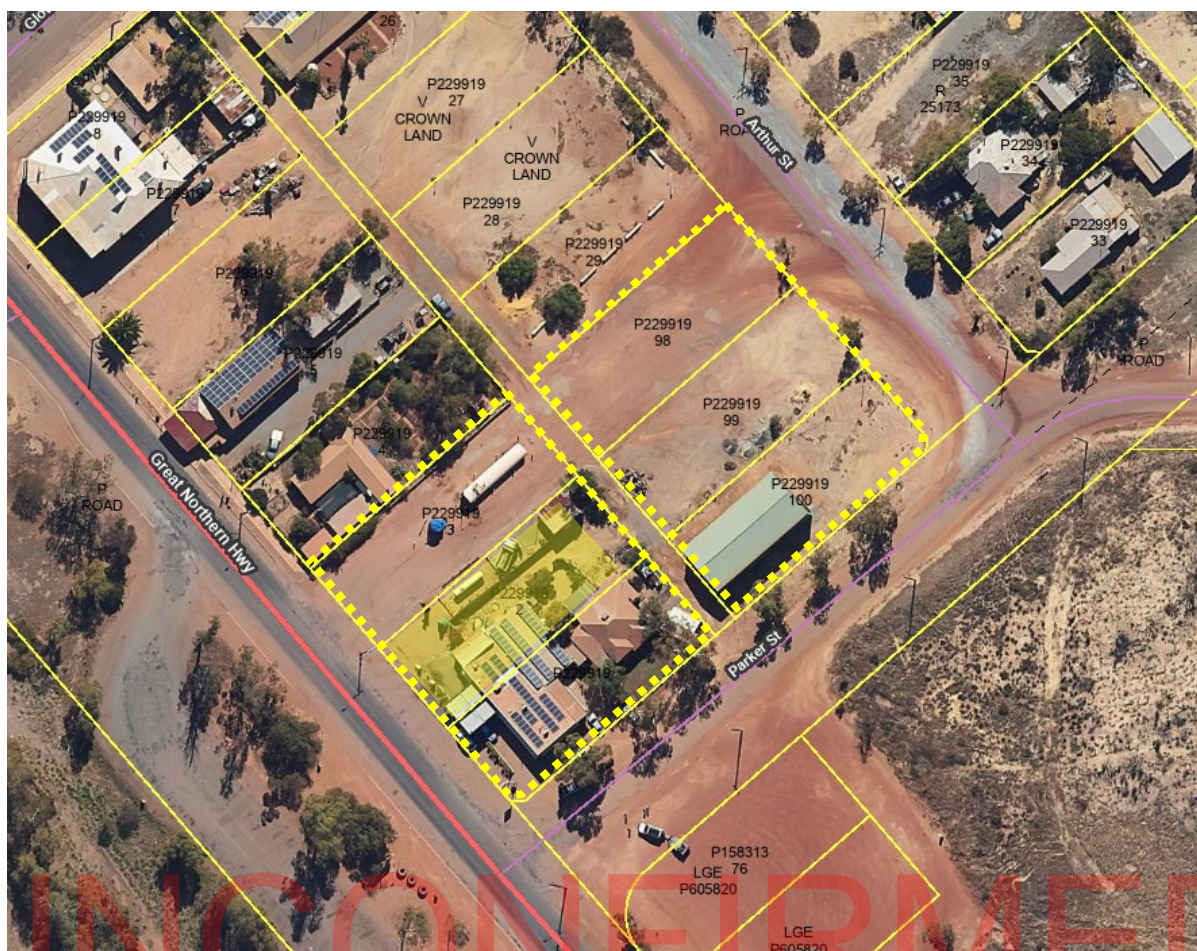
'Development of permanent accommodation for people, and may include all dwellings, the residential component of mixed-use development, and residential buildings proposing permanent accommodation.'

The development consists of a four-unit residential type building commonly seen on mining sites. The single building has a footprint of 63m² with a length of 15.1m and a breadth of 4.2m (refer to the application 9.2.2.1 Attachment).

The subject property is located within the town of Wubin situated on the Great Northern Highway approximately 20km north of Dalwallinu. The subject property is 1,012m² in area and in conjunction with the adjacent five other properties under common ownership make up the predominant land use, 'service station'.

Wubin is a service town with a small number of permanent residences. Predominant land use is commercial with a hotel/motel complex, a general store/post office and two service stations. CBH have presence on the edge of the township with a number of grain bins currently operating.





Site of proposed development - Lot 2 Great Northern Highway (SLIP)

Consultation

No submissions were received in connection with the public notice.

Legislative Implications

State

Planning and Development Act 2005

The *Planning and Development Act 2005* directs that that any development referred to within the Scheme is not to be commenced or carried out without approval being obtained. Any determination of an application for such development is to be considered under those matters referred to in the *Planning and Development (Local Planning Schemes) Regulation 2015*.

In considering an application for development approval, Council is to have due regard to the following matters to the extent that, in the opinion of Council, those matters that are relevant to the development the subject of the application. In assessing the development application, the matters listed in Section 67 of the *Planning and Development (Local Planning Schemes) Regulation 2015* have been taken into consideration for the preparation of this report and are addressed as follows:



'Matters for Consideration'	Comments
The aims and provisions of this Scheme and any other local planning scheme operating within the Scheme area	The following Schemes are applicable: <i>Shire of Dalwallinu Planning Scheme No. 2</i> The aims of the Scheme are: • To assist the effective implementation of regional plans and policies including the State and Local Planning Strategy. • To ensure there is a sufficient supply of serviced and suitable land for a variety of housing types, employment, commercial activities, community facilities, recreation and open space. • To rationalise the distribution of townsites to be supported and serviced by the Council. • To reinforce the role of the Dalwallinu town centre as the principal focus of retail, office, civic and cultural activities as well as providing for a high level of community services and for the provision of mixed use developments. • To assist employment and economic growth by facilitating the timely provision of suitably serviced land for retail, commercial, industrial, entertainment and tourist developments, as well as providing opportunities for home-based employment. • To facilitate a diverse and integrated network of open space catering for both active and passive recreation, consistent with the needs of the community. • To promote the sustainable use of rural land for agricultural purposes whilst accommodating other rural activities including rural residential development. • To protect and enhance the environmental values, remnant vegetation and natural resources of the local government area and to promote ecologically sustainable land use and development. • To safeguard and enhance the character, heritage and amenity of the built and natural environment of the local government area.
The requirements of orderly and proper planning including any proposed local planning scheme or amendment to this Scheme that has been advertised under the <i>Planning and Development (Local Planning Schemes) Regulations 2015</i> or any other proposed planning instrument that the local government is seriously considering adopting or approving.	There are no proposed amendments in progress that would affect a determination. There are no other planning instruments currently being considered.



Any approved State planning policy	Nil identified
Any environmental protection policy approved under the <i>Environmental Protection Act 1986</i> section 31(d)	Nil identified
Any policy of the Commission	Nil applicable
Any policy of the State	State Planning Policy 3.7 – Bushfire. The application has advised that the subject property is deemed as being in a bushfire prone area but yet does not satisfactorily address the issues inherent to a residential type development in such an area.
Any local planning policy for the Scheme area	Nil
Any structure plan, activity centre plan or local development plan that relates to the development	Nil applicable
Any report of the review of the local planning scheme that has been published under the <i>Planning and Development (Local Planning Schemes) Regulations 2015</i>	Nil applicable
In the case of land reserved under this Scheme, the objectives for the reserve and the additional and permitted uses identified in this Scheme for the reserve	Not applicable as the subject land is freehold title.
The built heritage conservation of any place that is of cultural significance;	No items of cultural significance noted
The effect of the proposal on the cultural heritage significance of the area in which the development is located;	Nil impact
The compatibility of the development with its setting including the relationship of the development to development on adjoining land or on other land in the locality including, but not limited to, the effect of the height, bulk, scale, orientation and appearance of the development	Adjacent properties are vacant greenfield sites. The building, already insitu, is a re-purposed second-hand mining donga finished in cream coloured horizontal corrugated steel cladding.
The amenity of the locality including the following— (i) environmental impacts of the development; (ii) the character of the locality; (iii) social impacts of the development	(i) The residential type development has been connected to the existing waste water drainage system. It has not been sufficiently demonstrated that the existing system can adequately service the new development and the waste-water that would be generated. (ii) The local township of Wubin has a population of 129 persons (2021 Census) and is located on the Great Northern Highway and is adjacent to the Morowa - Northam railway line. (iii) Negligible



The likely effect of the development on the natural environment or water resources and any means that are proposed to protect or to mitigate impacts on the natural environment or the water resource	Nil details provided by the applicant.
Whether adequate provision has been made for the landscaping of the land to which the application relates and whether any trees or other vegetation on the land should be preserved	A site inspection indicates that the general area of the proposed accommodation has been previously cleared of most significant vegetation. There is no evidence of significant trees or other vegetation of note that should be retained.
The suitability of the land for the development taking into account the possible risk of flooding, tidal inundation, subsidence, landslip, bush fire, soil erosion, land degradation or any other risk	The land does not have a history of experiencing these types of events.
The suitability of the land for the development taking into account the possible risk to human health or safety	An 'as constructed' drainage plan was submitted to the Shire by the plumber engaged to provide the drainage system to the development. It details a connection to the existing drainage system without demonstrating capacity to operate effectively with the anticipated increase in wastewater output.
The adequacy of— (i) the proposed means of access to and egress from the site; and (ii) arrangements for the loading, unloading, manoeuvring and parking of vehicles	Frontage to the Great Northern Highway. Parking has been allocated for two vehicles onsite with the only physical access via a rear service right-of-way.
The amount of traffic likely to be generated by the development, particularly in relation to the capacity of the road system in the locality and the probable effect on traffic flow and safety	The subject site is located on a sealed local road with frontage to the Great Northern Highway. The development would require adequate space for off-road parking, but reasonable vehicular access to the sealed road is currently hindered by existing on-site development.
The availability and adequacy for the development of the following — (i) public transport services; (ii) public utility services; (iii) storage, management and collection of waste; (iv) access for pedestrians and cyclists (including end of trip storage, toilet and shower facilities); (v) access by older people and people with disability	No public transport services are available. Electricity and potable water are available. Solid waste can be adequately stored and removed from the site. The development is not a public access facility and as such the provision of equitable access for pedestrians, cyclists and older people or those with a disability is not envisioned nor set as a requirement.



The potential loss of any community service or benefit resulting from the development other than potential loss that may result from economic competition between new and existing businesses	Nil impact anticipated.
The history of the site where the development is to be located	Not a great amount of detail is accessible referring to the history of the site prior to being developed as a service station.
The impact of the development on the community as a whole notwithstanding the impact of the development on particular individuals	Nil substantial impacts envisaged.
Any submissions received on the application	Nil submissions received to date.
The comments or submissions received from any authority consulted under clause 66	No other statutory, public or planning authority was identified as being necessary for further consultation.
Any other planning consideration the Council considers appropriate	Nil

Policy Implications

Nil

Financial Implications

Nil

General Function Implications

Nil

Strategic Implications

Nil

Site Inspection

A site inspection was undertaken by the reporting officer (refer to photos below)





Rear of subject property showing approximate area designated for carparking



Site of unapproved development, Lot 2 Great Northern Hwy, Wubin

Sustainability & Climate Change Implications

Economic implications

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

Social implications

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

Environmental implications

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

Officer Comment

An assessment report and recommendation has been prepared (the subject of this report) taking into account all relevant provisions of the Act and associated Regulations.

It is noted that the plans submitted for the proposal outline designated space for two vehicles to service a four-unit residential unit implied for drive in/ drive out workers. The car parking as it is designed, requires the vehicles to utilise a service right-of-way to access a public thoroughfare. It should be noted that the service laneway can be closed, or partially closed, for an undetermined period of time at the sole discretion of the Shire Administration.

The building has been plumbed and drained by a licensed plumber. However, it appears that the drainage has been connected to a neighbouring property's sewage treatment system without the necessary consideration for approval under the Health Act.

The existing site that the 'Residential Building' has been situated has not been improved by way of landscaping or other improvements to allow for the enjoyable amenity of future occupants of the development. The Local Planning Scheme Development Table II requires 30% of the site be used for landscaping. The application is quiet on this matter.

The proposed development, as currently situated and indicated on the plans submitted, does not comply with setback requirements of 7500mm from the rear property boundary.

Council may determine an application for development approval by —

- a) granting development approval without conditions; or
- b) granting development approval with conditions; or
- c) refusing to grant development approval.

It is recommended that the proposed development be refused for the reasons relating to not having an appropriate level of residential amenity, issues pertaining to wastewater generation and treatment, lack of appropriate landscaping, inadequate carparking and vehicular access to public roads.

It is recommended that the proposed development be refused.



Officer Recommendation/Council Resolution

MOTION 10397

Moved Cr SC Carter

Seconded Cr DS Cream

That Council resolves to refuse the development application (DA 062425) for Lot 2 Great Northern Highway, Wubin pursuant to Section 68(2) of the *Planning and Development (Local Planning Schemes) Regulation 2015* and the *Shire of Dalwallinu Local Planning Scheme No2* for the following reasons:

1. The proposal does not comply with the Shire of Dalwallinu Local Planning Scheme No.2 including 'Aims of the Scheme' (i.e., 'safeguard and enhance amenity of the built environment') and the objectives for the Townsite Zone; (i.e., 'maintaining an appropriate level of residential amenity')
2. The proposal does not address issues pertaining to wastewater generation and disposal onsite.
3. The proposal does not comply with the minimum (rear) boundary setback as per Table 2 of the Local Planning Scheme.
4. The proposal does not address any intended landscaping of the site to provide amenity for the intended occupation of the site.
5. The proposal does not satisfy issues pertaining to provision of adequate carparking onsite and vehicular access to public roads.
6. The proposal is not considered to accord with the provisions of orderly and proper planning.

CARRIED 5/0

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

Against: Nil



Chief Executive Officer
Shire of Dalwallinu
PO Box 141
Dalwallinu WA 6609

Attention: Doug Burke (Manager Planning & Development)
By email only: mpds@dalwallinu.wa.gov.au

Dear Doug

PROPOSED RESIDENTIAL BUILDING ROOMS – LOT 2 ON DEPOSITED PLAN 229919, 82 GREAT NORTHERN HIGHWAY, WUBIN 6612 (CERTIFICATE OF TITLE 1389/838)

INTRODUCTION AND SITE DETAILS

This application for development approval is submitted on behalf of the registered proprietor, W Roadhouse Pty. Ltd., and proposes installation of residential building rooms.

The subject lot is described as Lot 2 on Deposited Plan 229919, as contained within Certificate of Title 1389/838. It is located at the street address of 82 Great Northern Highway, in the town of Wubin. The lot, measuring 1,012 m², is part of a group of town lots that include an established *BP* service station / roadhouse.

In terms of the planning framework, the subject lot is zoned Townsite pursuant *Shire of Dalwallinu Local Planning Scheme No. 2 (LPS 2)*.

The land use itself most appropriately falls under the ‘residential building’ use class defined in the *Residential Design Codes Volume 1 (R-Codes Volume 1)*, being a planning code made under Part 3A of the *Planning and Development Act 2005*. Specifically, ‘residential building’ is defined under appendix A1 of the R-Codes Volume 1 as follows:

“RESIDENTIAL BUILDING - a building or portion of a building, together with rooms and outbuildings separate from such building but incidental thereto; such building being used or intended, adapted or designed to be used for the purpose of human habitation:

- ***temporarily by two or more persons;***
- ***or permanently by seven or more persons, who do not comprise a single family, but does not include a hospital or sanatorium, a prison, a hotel, a motel or a residential school.”***

29 New River Ramble, West Busselton WA 6280
Mobile: 0438 521 419
Email: Aaron@ableplanning.com.au
Web: www.ableplanning.com.au

AJ Bell [BA URP (Hons)] & KJ Bell
trading as Able Planning & Project Management
ABN: 64 565 568 362

Under the Zoning Table of LPS 2, 'residential building' is listed in the Townsite zone as a class A use. A class use is not permitted in the zone unless the local government has exercised its discretion by granting development approval after advertising the application in accordance with clause 64 from Schedule 2, Part 8 of the *Planning and Development (Local Planning Schemes) Regulations 2015* (Deemed Provisions).

Accordingly, the purpose of this application is for the Shire of Dalwallinu to advertise the application and then determine that the 'residential building' use class is consistent with the objectives of the Townsite zone and any other relevant provisions of LPS 2, plus the normal considerations for local government under clause 67(2) of Schedule 2, Part 9 of the Deemed Provisions.

Development approval is also sought for the works pursuant to clauses 60 and 61 from Schedule 2, Part 7 of the Deemed Provisions because the works are not specifically exempted.

To enable assessment of the application at hand, please find enclosed in order:

- Completed and signed *Application for Development Approval* form as taken from clause 86(1) of the Deemed Provisions
- Record of Certificate of Title 1389/838.
- Superseded Certificate of Title 1389/838 (for sketch purposes).
- Development plans, including–
 - site plan;
 - floor plan; and
 - elevations.

The Shire of Dalwallinu will have plans of the existing service station buildings, dwelling and other structures in its building licence / permit archives.

PLANNING FRAMEWORK

SHIRE OF DALWALLINU LOCAL PLANNING SCHEME No. 2 (2014)

Aims of Scheme

Clause 1.6 of LPS 2 sets out the aims of LPS 2, listed as follows:

- “• ***To assist the effective implementation of regional plans and policies including the State and Local Planning Strategy.***
- ***To ensure there is a sufficient supply of serviced and suitable land for a variety of housing types, employment, commercial activities, community facilities, recreation and open space.***

- *To rationalise the distribution of townsites to be supported and serviced by the Council.*
- *To reinforce the role of the Dalwallinu town centre as the principal focus of retail, office, civic and cultural activities as well as providing for a high level of community services and for the provision of mixed use developments.*
- *To assist employment and economic growth by facilitating the timely provision of suitably serviced land for retail, commercial, industrial, entertainment and tourist developments, as well as providing opportunities for home-based employment.*
- *To facilitate a diverse and integrated network of open space catering for both active and passive recreation, consistent with the needs of the community.*
- *To promote the sustainable use of rural land for agricultural purposes whilst accommodating other rural activities including rural residential development.*
- *To protect and enhance the environmental values, remnant vegetation and natural resources of the local government area and to promote ecologically sustainable land use and development.*
- *To safeguard and enhance the character, heritage and amenity of the built and natural environment of the local government area.”*

The proposal is considered consistent with the above aims, including the desire to safeguard and enhance the character, heritage and amenity of the built and natural environment. In the respect, it must be considered that the proposed building set back over 30 m from the road and is screened and / or obscured from the road by existing buildings (toilet block and service station buildings), existing 1.8 m high fence and existing vegetation (*Bougainvillea* shrub).

Zone Objectives

Clause 4.2.4 of LPS 2 sets out the objectives of the Townsite zone, as quoted overleaf:

“4.2.4 Townsite zone

The objectives are;

4.2.4.1 To maintain a rural town atmosphere and lifestyle choice.

4.2.4.2 To provide for a degree of flexibility of uses allowed within the zone whilst maintaining an appropriate level of residential amenity.

4.2.4.3 To allow a variety of uses necessary to service the normal functions of a rural townsite.

4.2.4.4 To provide for a mix of residential development and a range of commercial, light industrial and other uses considered appropriate in rural towns.”

Given that the proposal–

- maintains a rural town atmosphere, lifestyle choice and appropriate level of residential amenity;
- fits with the intent of having flexibility / variety of uses allowed within the zone as necessary to service the normal functions of a rural townsite; and
- adds to the mix of residential development and other uses considered appropriate in rural towns,

it is considered consistent with the objectives of the Townsite zone. In terms of maintaining an appropriate level of residential amenity, again it must be considered that the proposed building will be over 30 m from the closest residential dwelling, set back over 30 m from the road and is screened and / or obscured from the road by existing buildings, existing 1.8 m high fence and existing vegetation.

Site and Development Requirements

The relevant site and development requirements that apply under Table 2 (development table) of LPS 2 are listed in the excerpt below:

CONTROLS DEVELOPMENT	MINIMUM BOUNDARY SETBACK (metres)			MAXIMUM PLOT RATIO	MINIMUM LANDSCAPED AREA (%)	MINIMUM NUMBER OF ON SITE CAR PARKING BAYS
	FRONT	REAR (average)	SIDES			
Residential building	7.5	7.5	*	*	30	1 per dwelling

NOTES: i) * means 'to be determined by the Council' in each particular case.
ii) Landscaping to be generally at the street frontage.

All of the above requirements are satisfied.

The Residential Design Code for land zoned 'Townsite' and 'Residential' in all other townsites in the district shall be R10/30 unless otherwise shown. The Council shall not approve a residential development with a density exceeding R10 unless the Council is satisfied that the development can be connected to a reticulated sewerage system and is in accordance with any relevant government sewerage policy.

Special Application of Residential Design Codes

Clauses 5.3.3 and 5.3.4 of LPS 2 make the following special applications to the R-Codes Volume 1:

“5.3.3 The Residential Design Code for land zoned 'Townsite' and 'Residential' in all other townsites in the district shall be R10/30 unless otherwise shown.

5.3.4. The Council shall not approve a residential development with a density exceeding R10 unless the Council is satisfied that the development can be connected to a reticulated sewerage system and is in accordance with any relevant government sewerage policy.”

Because Wubin has no established reticulated sewerage scheme (and is not listed in Schedule 3 of the *Government Sewerage Policy*) the R10 density code has been complied with effectively one dwelling equivalent per lot.

STATE PLANNING POLICY No. 3.7: PLANNING IN BUSHFIRE PRONE AREAS

All of the subject lot is found within a bushfire prone area (pink shading) on the relevant Department of Fire and Emergency Services (see **Figure 1** below).

Figure 1: Excerpt from Bushfire Prone Area Mapping (Department of Fire and Emergency Services)



State Planning Policy 3.7 Bushfire and its *Planning for Bushfire Guidelines* therefore become relevant considerations.

However in this instance, the proposal is not a 'vulnerable land use' because the building is neither—

- designed to accommodate people who are less physically or mentally able, and likely to present evacuation challenges; nor
- likely to present evacuation challenges due to the building design or use, or the number of people accommodated.

In fact, the opposite is true. Like most workforce accommodation (e.g. mine site dongas), the building is designed—

- to be occupied by able-bodied persons who work as an integral part of the business; and
- to allow quick evacuation and mustering.

Further, in this instance only a single workforce accommodation building is proposed to be installed, comprising a modest four bedrooms (designed for four persons only) with separate ensuites. In the same way that construction of a single house on a lot of no more than 1, 100 m² connected to reticulated water is exempted from SPP 3.7, so must a building accommodating only four persons in the exact same situation. This is especially pertinent considering there is no increase in the bushfire risk, given the proposed building—

- is further away from the bushfire hazard than the other dwelling on the combined site; and

- does not restrict vehicular access or the provision of water for the development.

Accordingly, exemption is rightfully claimed under the guidance provided in section 4 of SPP 3. Hence, no bushfire attack level (BAL) assessment or bushfire management plan is provided.

DEEMED PROVISIONS

Under clause 67(2) of Schedule 2, Part 9 of the Deemed Provisions, in considering an application for development approval, the local government is to have due regard to various matters to the extent that, in the opinion of the local government, those matters are relevant to the development the subject of the application. These matters are listed in the table below, with a response addressing each.

	MATTER FOR CONSIDERATION	COMMENT
(a)	the aims and provisions of this Scheme (including any planning codes that are read, with or without modifications, into this Scheme) and any other local planning scheme operating within the Scheme area;	Covered above.
(b)	the requirements of orderly and proper planning including any proposed local planning scheme or amendment to this Scheme that has been advertised under the Planning and Development (Local Planning Schemes) Regulations 2015 or any other proposed planning instrument that the local government is seriously considering adopting or approving;	There are no proposed amendments in progress that would affect determination. There are no other planning instruments currently being considered.
(c)	any approved State planning policy;	Covered above.
(d)	any environmental protection policy approved under the <i>Environmental Protection Act 1986</i> section 31(d);	None applicable.
(e)	any policy of the Commission;	None applicable.
(f)	Any policy of the State;	None applicable.
(fa)	any local planning strategy for this Scheme endorsed by the Commission;	No provisions of the local planning strategy are directly relevant, other than the preamble which states: <i>“The Council will support development in Wubin recognising its role as a transport service centre to the eastern part of the Shire.”</i>
(g)	any local planning policy for the Scheme area;	None applicable.

(h)	any structure plan, activity centre plan or local development plan that relates to the development;	None applicable.
(i)	any report of the review of the local planning scheme that has been published under the <i>Planning and Development (Local Planning Schemes) Regulations 2015</i> ;	None applicable.
(j)	in the case of land reserved under this Scheme, the objectives for the reserve and the additional and permitted uses identified in this Scheme for the reserve;	None applicable.
(k)	the built heritage conservation of any place that is of cultural significance;	No items of cultural significance exist.
(l)	the effect of the proposal on the cultural heritage significance of the area in which the development is located;	No impact.
(m)	the compatibility of the development with its setting including – (i) the compatibility of the development with the desired future character of its setting; and (ii) the relationship of the development to development on adjoining land or on other land in the locality including, but not limited to, the likely effect of the height, bulk, scale, orientation and appearance of the development;	Adjacent properties are vacant greenfield sites, apart from refueling tanks / pumps and outbuildings associated with the service station. The proposed building, already in situ, is a repurposed second-hand accommodation building finished in cream coloured, horizontal laid, corrugated steel cladding. It is not dissimilar to other transportable and re-clad residential buildings in regional townships.
(n)	the amenity of the locality including the following— (i) environmental impact of the development; (ii) the character of the locality; (iii) social impacts of the development;	The existing residential type of development is connected to the existing wastewater drainage system. If upgrades are required to the existing system (i.e. subject to further consultation between the owner's area manager and the local government's environmental health officer), a location has been shown on the site plan for potential 18 – 19 m long leach drain for onsite disposal of wastewater from the existing and / or additional septic tanks. The local township of Wubin has a population of 129 people (2021 Census) and is located on the Great Northern Highway and is adjacent to the Morowa - Northam railway line. There are no social impacts.

(o)	the likely effect of the development on the natural environment or water resources and any means that are proposed to protect or to mitigate impacts on the natural environment or the water resource;	There will be effect of the development on the natural environment or water resources given no significant vegetation is required to be cleared for development and intended compliance with the <i>Health (Treatment of Sewage and Disposal of Effluent and Liquid Waste) Regulations 1974</i>
(p)	whether adequate provision has been made for the landscaping of the land to which the application relates and whether any trees or other vegetation on the land should be preserved;	The general area of the proposed building has been previously cleared of significant vegetation. There are no significant trees or other vegetation of note that should be retained.
(q)	the suitability of the land for the development taking into account the possible risk of flooding, tidal inundation, subsidence, landslip, bush fire, soil erosion, land degradation or any other risk	The land does not have a history of experiencing these types of events.
(r)	the suitability of the land for the development taking into account the possible risk to human health or safety;	An 'as constructed' drainage plan was submitted to the local government by the plumber engaged to provide the drainage system to the development. It details a connection to the existing drainage system. Further consultation will be undertaken between the owner's area manager and the local government's environmental health officer to determine if upgrades are required to increase capacity to effectively capture and dispose of additional wastewater output. To this end, a location has been shown on the site plan for potential 18 – 19 m long leach drain for onsite disposal of wastewater from the existing and / or additional septic tanks.
(s)	the adequacy of— (i) the proposed means of access to and egress from the site; and (ii) arrangements for the loading, unloading, manoeuvring and parking of vehicles;	The combined land has frontage to the Great Northern Highway and Parker Street which are both sealed, and the unnamed laneway (Landgate ID number 3499240) to the rear, which is a compacted gravel surface, typical of many service lanes in regional towns. Parking has been allocated for four vehicles onsite with access taken from the laneway.
(t)	the amount of traffic likely to be generated by the development, particularly in relation to the capacity of the road system in the locality and the probable effect on traffic flow and safety	The development will generate negligible traffic users of the rooms will be working and living on the same site. Vehicle trips / movements will only occur when residents visit other parts of town, or leave the town entirely.
(u)	the availability and adequacy for the	No public transport services are available.

	development of the following — (i) public transport services; (ii) public utility services; (iii) storage, management and collection of waste; (iv) access for pedestrians and cyclists (including end of trip storage, toilet and shower facilities); (v) access by older people and people with disability;	Electricity and potable water are available. Solid waste can be adequately stored and removed from the site. The development is not a public access facility and as such the provision of equitable access is not a requirement.
(v)	the potential loss of any community service or benefit resulting from the development other than potential loss that may result from economic competition between new and existing businesses;	No impact anticipated.
(w)	the history of the site where the development is to be located;	No significant detail is available as to the history of the site prior to its being developed as a service station.
(x)	the impact of the development on the community as a whole notwithstanding the impact of the development on particular individuals;	No substantial impacts envisaged.
(y)	any submissions received on the application;	To be advised.
(za)	the comments or submissions received from any authority consulted under clause 66;	No statutory, public or planning authority is identified as being necessary for further consultation.
(zb)	any other planning consideration the local government considers appropriate.	To be advised.

CONCLUSION

In addition to the above, approval of the proposed use is considered to be—

- appropriate having regard to the matters to be considered set out in clause 67 of the Deemed Provisions; and
- consistent with the orderly and proper planning of the locality and the preservation of the amenities of the locality.

It is trusted the Shire of Dalwallinu agrees with the above assessments and ultimately grants a conditional development approval.

If not already done, may the Shire please forward an invoice in the name of the landowner for payment of the requisite application fee.

Should you require any further information or have any questions in the interim, please do not hesitate to contact the undersigned.

Yours faithfully

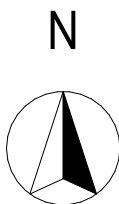
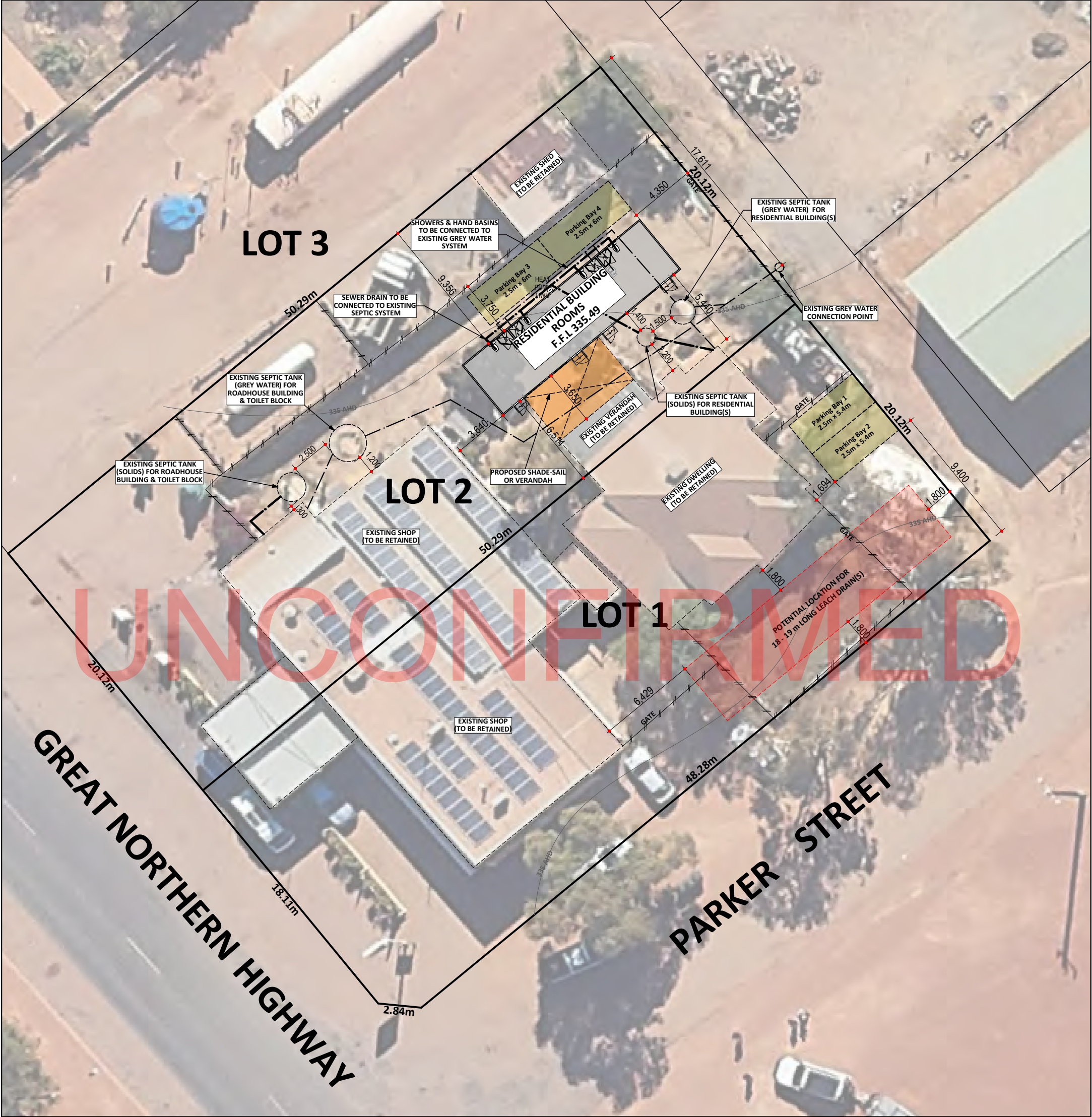
A handwritten signature in black ink, appearing to read 'Aaron Bell', with a long horizontal flourish extending to the right.

**AARON BELL
DIRECTOR
ABLE PLANNING & PROJECT MANAGEMENT**

28 April 2025

Enc. As listed page 2

UNCONFIRMED



Owner : PETRO FUELS

Address: LOTS 1 & 2, #80 & 82 GREAT NORTHERN HWY, WUBIN

Drawing Title: SITE PLAN
34

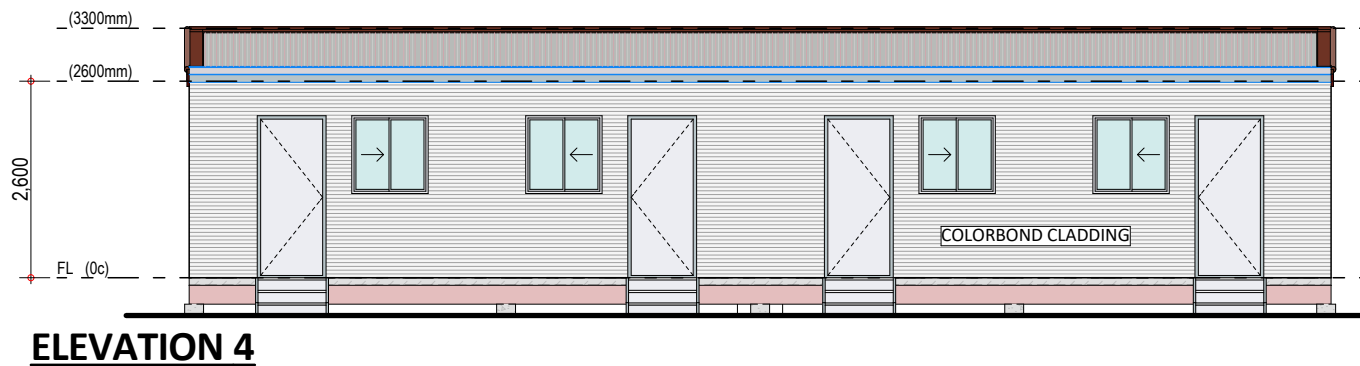
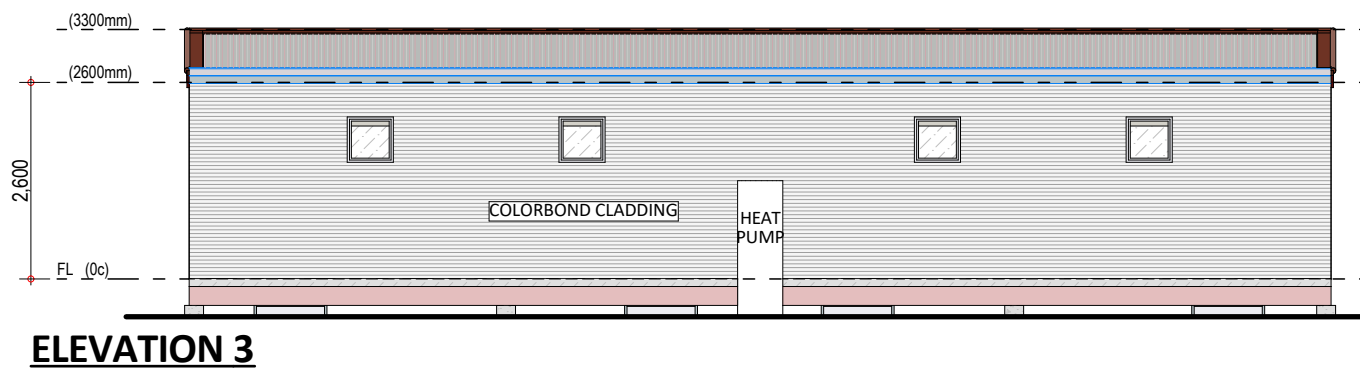
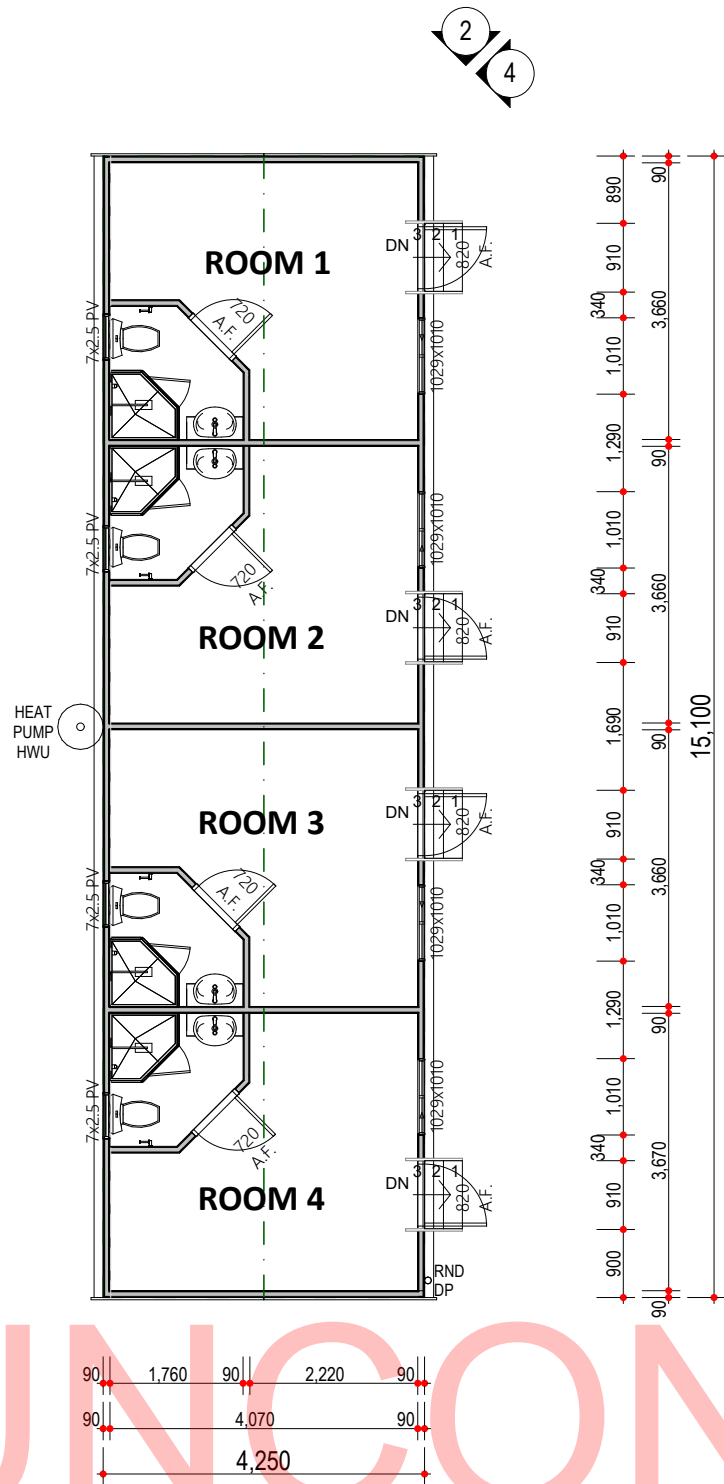
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ABLE PLANNING &
PROJECT MANAGEMENT

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Date: 24/04/25	Scale: 1:250
Designed: AB	Checked: AB
Drawn: TL	
Local Authority: Shire of Dalwallinu	Sheet 1 Of 2
Plan/Diagram Number: 229919	
CT Number: 1389/838	
Revision: V2	ORIGINAL:A3



Owner : PETRO FUELS

Address: LOTS 1 & 2, #80 & 82 GREAT NORTHERN HWY, WUBIN

Drawing Title: FLOOR PLAN / ELEVATIONS

35

ABLE PLANNING & PROJECT MANAGEMENT

29 New River Ramble, West Busselton WA 6280
Mobile: 0438 521 419
Email: Aaron@ableplanning.com.au
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Date: 24/04/25 Scale: 1:100
Designed: AB Checked: AB
Drawn: TL
Local Authority: Shire of Dalwallinu Sheet 2 Of 2
Plan/Diagram Number: 229919
CT Number: 1389/838
Revision: V2 ORIGINAL:A3

9.3 CORPORATE SERVICES

9.3.1 Accounts for Payment for April 2025*

Report Date	27 May 2025
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 April 2025 from the Municipal Account to the sum of \$1,095,303.85 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 \$1,369,144.18. There were no payments from the Trust Account. Total payments from all accounts being \$1,369,144.18 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 2024/2025.

General Function Implications

Nil

Strategic Implications

Nil

Site Inspection

Not applicable

Sustainability & Climate Change Implications**Economic implications**

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

Social implications

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

Environmental implications

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

Officer Comment

Accounts for Payments are in accordance with the revised budget for 2024/2025 or authorised by separate resolution.

UNCONFIRMED



Officer Recommendation/Council Resolution

MOTION 10398

Moved Cr JL Counsel
Seconded Cr S Dawson

That Council, in accordance with the requirements of sections 13(1), 13(3), and 13(4) of the *Local Government (Financial Management) Regulations 1996* a list of payments made in April 2025 under Chief Executive Officer's delegated authority is endorsed in respect to the following bank accounts:

Municipal Fund Account totalling \$1,369,144.18 consisting of:

EFT Payments (EFT16965-EFT17071)	\$1,095,303.85
<i>Bunnings Trade EFT17058</i> \$266.13	
<i>Wex Australia EFT17033</i> \$2,703.88	
EFT Payments (Payroll)	\$132,567.31
Direct Debit – Credit Card (DD18256.1)	\$8,542.16
Direct Debit – Superannuation (DD18245.1)	\$13,123.60
Direct Debit – Payments to Department of Transport	\$83,038.70
Bank Fees	\$819.13
Loan Payment – Loan 157 DDC	\$35,749.43

CARRIED 5/0

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



EFT PAYMENTS FOR THE MONTH OF APRIL 2025

Chq/EFT	Date	Name	Description	Amount
EFT16965	03/04/2025	On Hold On Line	IT Services	77.00
EFT16966	03/04/2025	KEITH LESLIE CARTER	Member attendance	2,287.35
EFT16967	03/04/2025	Dalwallinu District Tourism Incorporated	Annual contribution	4,000.00
EFT16968	03/04/2025	IAN HYDE	Member attendance	164.23
EFT16969	03/04/2025	RBC - RURAL	Lease payment	880.72
EFT16970	03/04/2025	T-quip (Tocojapa Pty Ltd T/as)	Parts	1,629.75
EFT16971	03/04/2025	JASON SIGNMAKERS	Signs	147.00
EFT16972	03/04/2025	WATER CORPORATION	Water usage	9,492.77
EFT16973	03/04/2025	AUSTRALIA POST - SHIRE	Postal services	119.85
EFT16974	03/04/2025	TELSTRA	Phone services	273.16
EFT16975	03/04/2025	THE ROYAL LIFE SAVING SOCIETY OF AUSTRALIA	Certificates	51.70
EFT16976	03/04/2025	JENNY'S BAKEHOUSE	Catering	70.00
EFT16977	03/04/2025	BURGESS RAWSON (WA) PTY LTD	Water usage	35.56
EFT16978	03/04/2025	OFFICEWORKS	Stationery	529.64
EFT16979	03/04/2025	SYNERGY	Electricity usage	11,808.55
EFT16980	03/04/2025	Team Global Express Pty Ltd	Freight charges	523.27
EFT16981	03/04/2025	STEWART & HEATON CLOTHING CO PTY LTD	Bushfire uniforms	209.16
EFT16982	03/04/2025	REFUEL AUSTRALIA	Diesel	25,299.99
EFT16983	03/04/2025	SHANNON DAWSON	Member attendance	1,245.00
EFT16984	03/04/2025	STEVEN CLIFFORD CARTER	Member attendance	1,075.00
EFT16985	03/04/2025	ACCESS 1 SECURITY SYSTEMS	Alarm monitoring	283.92
EFT16986	03/04/2025	Pamela Elizabeth Teasdale	Refund	596.11
EFT16987	03/04/2025	GLENN ALAN JONES	Reimbursement	25.00
EFT16988	03/04/2025	AMPAC DEBT RECOVERY	Debt recovery	510.50
EFT16989	03/04/2025	The Old Convent Dalwallinu	Bus Hire & Accomodation	614.50
EFT16990	03/04/2025	AFGRI EQUIPMENT AUSTRALIA PTY LTD	Parts	454.93
EFT16991	03/04/2025	JEMMA LOUISE COUNSEL	Member attendance	1,938.34
EFT16992	03/04/2025	RIVER ENGINEERING	Contract administration	1,100.33
EFT16993	03/04/2025	P & J Transport Pty Ltd	Freight charge	211.20
EFT16994	03/04/2025	LIBERTY PLUMBING & GAS	Plumbing	1,050.00

Chq/EFT	Date	Name	Description	Amount
EFT16995	03/04/2025	WA CONTRACT RANGER SERVICES PTY LTD	Ranger Services	2,530.00
EFT16996	03/04/2025	DALWALLINU FOODWORKS	Assorted supplies	1,066.33
EFT16997	03/04/2025	DIANE SHIRLEY CREAM	Member attendance	1,245.00
EFT16998	03/04/2025	Department of Energy, Mines, Industry Regulations & Safety	BSL	796.40
EFT16999	03/04/2025	TRACTUS AUSTRALIA	Tyres	1,502.00
EFT17000	03/04/2025	RICOH FINANCE	Lease fee	390.61
EFT17001	03/04/2025	DOMAIN DIGITAL	IT services & equipment	8,778.28
EFT17002	03/04/2025	Kleen West Distributors	Cleaning products	816.53
EFT17003	03/04/2025	JP PROMOTIONS PTY LTD	Merchandise	5,263.52
EFT17004	03/04/2025	Harrys Building & Maintenance	Equipment hire	285.00
EFT17005	03/04/2025	Hersey's Safety Pty Ltd	Supplies	1,375.14
EFT17006	03/04/2025	Maximum Drainage	Drainage works	38,980.48
EFT17007	03/04/2025	Tyrone Living Pty Ltd	Housing construction	7,676.25
EFT17008	03/04/2025	Midwest Turf Supplies	Chemicals	10,734.60
EFT17009	03/04/2025	H C Construction Services Pty Ltd	Refurbishments	9,499.19
EFT17010	03/04/2025	Sherrin Rentals Pty Ltd	Equipment hire	7,039.73
EFT17011	03/04/2025	SIMPLY DATA SERVICES PTY LTD	Subscription	148.50
EFT17012	03/04/2025	CORSIGN WA	Signs	1,965.26
EFT17013	03/04/2025	Stirling Asphalt (Juel Enterprises Pty Ltd T/as)	Asphalt Cousins Rd, Wubin pull in bay & Leahy St	119,775.69
EFT17014	03/04/2025	Castle Caretech Pty Ltd	Alarm monitoring	1,100.00
EFT17015	03/04/2025	Gazz's Maintenance Services	Cleaning & Town Maintenance Contract	4,550.00
EFT17016	03/04/2025	Bruce Rock Engineering	Licence	53.35
EFT17017	03/04/2025	CHG-MERIDIAN Australia Pty Limited	Lease	2,585.25
EFT17018	03/04/2025	PAYWISE PTY LTD	Lease	1,539.89
EFT17019	03/04/2025	Wubin Trading Co	Stock	507.63
EFT17020	03/04/2025	CRAIG ANTHONY BYWATERS	Rates refund	304.11
EFT17021	03/04/2025	BOEKEMAN MACHINERY	Service	220.00
EFT17022	03/04/2025	MELISSA MAE HARMS	Member attendance	1,402.64
EFT17023	08/04/2025	WATER CORPORATION	Water usage	184.45
EFT17024	08/04/2025	AMPAC DEBT RECOVERY	Debt recovery	6.60
EFT17025	08/04/2025	WEST COAST STABILISERS	Emulsion Stabilisation Nugadong West Rd	241,718.24
EFT17026	08/04/2025	Dudawa Haulage Pty Ltd	Plant hire & supplies Dalwallinu-Kalannie Rd	94,341.50

Chq/EFT	Date	Name	Description	Amount
EFT17027	16/04/2025	MOORE CATCHMENT COUNCIL	Annual contribution	500.00
EFT17028	16/04/2025	Redfish Technologies Pty Ltd	Equipment	198.99
EFT17029	16/04/2025	WESTRAC EQUIPMENT PTY LTD	Battery	349.10
EFT17030	16/04/2025	JOHN R WALLIS ENGINEERING	Assorted supplies	676.69
EFT17031	16/04/2025	THE PAPER COMPANY OF AUSTRALIA	Stationery	310.75
EFT17032	16/04/2025	T-quip (Tocajepa Pty Ltd T/as)	Parts	64.49
EFT17033	16/04/2025	Wex Australia Pty Ltd	Fuel	2,703.88
EFT17034	16/04/2025	BOC LIMITED	Utilites	40.03
EFT17035	16/04/2025	Bridgestone Service Centre Dalwallinu	Tyre	85.00
EFT17036	16/04/2025	AVON WASTE	Waste removal March 2025	20,823.40
EFT17037	16/04/2025	BURGESS RAWSON (WA) PTY LTD	Water usage	265.10
EFT17038	16/04/2025	SYNERGY	Electricity Usage	6,560.08
EFT17039	16/04/2025	Team Global Express Pty Ltd	Freight charges	346.60
EFT17040	16/04/2025	REFUEL AUSTRALIA	Diesel	13,729.69
EFT17041	16/04/2025	G & M COUNSEL	Gravel & Bond return	20,889.60
EFT17042	16/04/2025	FULTON HOGAN INDUSTRIES PTY LTD	Stock	3,788.40
EFT17043	16/04/2025	ROWDY'S ELECTRICAL	Electrical works	1,809.54
EFT17044	16/04/2025	AMPAC DEBT RECOVERY	Debt recovery	446.82
EFT17045	16/04/2025	R N R AUTO ELECTRICS	Battery	872.81
EFT17046	16/04/2025	AFGRI EQUIPMENT AUSTRALIA PTY LTD	Parts	216.00
EFT17047	16/04/2025	DALLCON	Concrete Cousins Rd and Dalwallinu-Kalannie Rd	9,273.00
EFT17048	16/04/2025	RIVER ENGINEERING	Contract administration	6,601.98
EFT17049	16/04/2025	IXOM OPERATIONS PTY LTD	Utilities - Chlorine Gas	1,321.32
EFT17050	16/04/2025	Delta Agribusiness WA Pty Ltd	Assorted supplies	2,451.84
EFT17051	16/04/2025	Totally Workwear Joondalup	Uniforms	790.40
EFT17052	16/04/2025	WA CONTRACT RANGER SERVICES PTY LTD	Ranger Services	1,760.00
EFT17053	16/04/2025	WEST COAST STABILISERS	Maintenance Grading	78,655.50
EFT17054	16/04/2025	E FIRE & SAFETY	Testing services & repairs	594.00
EFT17055	16/04/2025	DOMAIN DIGITAL	IT Supplies	617.10
EFT17056	16/04/2025	TELAIR PTY LTD	Internet services	567.00
EFT17057	16/04/2025	Three Sons Pty Ltd	GP Services	74,403.33
EFT17058	16/04/2025	BUNNINGS TRADE	Assorted supplies	266.13

Chq/EFT	Date	Name	Description	Amount
EFT17059	16/04/2025	Shire Of Mingenew	Service & usage	298.38
EFT17060	16/04/2025	IRIS Cosulting Group Pty Ltd	Staff training	784.30
EFT17061	16/04/2025	Maximum Drainage	Drainage	40,470.98
EFT17062	16/04/2025	Sherrin Rentals Pty Ltd	Equipment hire	1,830.13
EFT17063	16/04/2025	Rylan Concrete	Kerbing	15,290.00
EFT17064	16/04/2025	Tree Tech Australia Pty Ltd	Tree Removal services	2,618.00
EFT17065	16/04/2025	Murray River North Pty Ltd T/as TR Homes	Housing construction	143,684.20
EFT17066	16/04/2025	PAYWISE PTY LTD	Lease payment	1,539.89
EFT17067	16/04/2025	BOEKEMAN MACHINERY	Parts	269.96
EFT17068	16/04/2025	LANDGATE	Assorted valuations	154.06
EFT17069	16/04/2025	Kalannie Community Resource Centre Inc	Bond refund	210.00
EFT17070	16/04/2025	DEPARTMENT OF PREMIER AND CABINET	Advertising	388.68
EFT17071	16/04/2025	DALWALLINU COMMUNITY RESOURCE CENTRE	Bond refund	700.00
		Total		1,095,303.85

DIRECT DEBITS FOR THE MONTH OF APRIL 2025

Chq/EFT	Date	Name	Description	Amount
DD18245.1	10/04/2025	Precision Administration Services Pty Ltd	Super contributions	13,123.60
		Total		13,123.60

UNCONFIRMED

CREDIT CARD PAYMENTS FOR THE MONTH OF APRIL 2025

Chq/EFT	Date	User	Name	Description	Amount
DD18256.1	09/04/2025	Jean Knight	AQWA	Youth program	336.60
	16/04/2025	Hanna Jolly	NNT	Uniforms	124.85
	22/04/2025	Jean Knight	DWER	Controlled Waste licences	1,725.00
	20/04/2025	Hanna Jolly	Starlink	Starlink satellite Wi-Fi	80.00
	07/04/2025	Jean Knight	Bunnings	Parts	24.00
	04/04/2025	Jean Knight	Benara Nurseries	Plants	1,978.90
	01/04/2025	Hanna Jolly	Kmart	Library books	150.00
	24/04/2025	Hanna Jolly	Aussie Broadband	Internet charges	79.00
	28/03/2025	Jean Knight	Bunnings	Parts	170.48
	08/04/2025	Jean Knight	Stratco	Parts	358.20
	03/04/2025	Jean Knight	ChargeFox	Monthly charge for EV Charging Station	72.29
	11/04/2025	Hanna Jolly	Quest Innaloo	Parking	75.90
	09/04/2025	Jean Knight	Dalwallinu Hotel	Refreshments	92.50
	14/04/2025	Jean Knight	WA Newspapers Pty Ltd	On-line newspapers	32.00
	10/04/2025	Jean Knight	Benara Nurseries	Plants	60.50
	28/03/2025	Jean Knight	Ampol	Fuel	148.54
	03/04/2025	Jean Knight	Jennys Bakehouse	Refreshments	28.40
	15/04/2025	Jean Knight	SP Flex Fitness Equipment	Gym equipment	418.00
	15/04/2025	Hanna Jolly	Moore Australia	Financial Management Workshop	2,310.00
	24/04/2025	Jean Knight	Kalannie Sporting Club	Refreshments	277.00
			Total		8,542.16

CHARGE CARDS PAYMENTS FOR THE MONTH OF APRIL 2025

Chq/EFT	Card Name	Card Type	Date	User	Description	Amount
EFT17033	Wex Australia Pty Ltd	Fuel Card	07/03/2025	Jean Knight	Fuel	195.62
			13/03/2025	Jean Knight	Fuel	168.54
			03/03/2025	Olufemi Onikola	Fuel	95.43
			14/03/2025	Olufemi Onikola	Fuel	67.18
			16/03/2025	Olufemi Onikola	Fuel	92.27
			21/03/2025	Olufemi Onikola	Fuel	63.28
			23/03/2025	Olufemi Onikola	Fuel	68.43
			29/03/2025	Olufemi Onikola	Fuel	101.99
			28/02/2025	Hanna Jolly	Fuel	86.38
			03/03/2025	Hanna Jolly	Fuel	112.90
			07/03/2025	Hanna Jolly	Fuel	58.21
			16/03/2025	Hanna Jolly	Fuel	84.85
			27/03/2025	Hanna Jolly	Fuel	99.98
			30/03/2025	Hanna Jolly	Fuel	82.14
			08/03/2025	Rodney Broad	Fuel	113.57
			16/03/2025	Rodney Broad	Fuel	158.52
			22/03/2025	Rodney Broad	Fuel	204.24
			02/03/2025	Douglas Burke	Fuel	73.99
			03/03/2025	Douglas Burke	Fuel	36.84
			08/03/2025	Douglas Burke	Fuel	87.14
			23/03/2025	Douglas Burke	Fuel	75.54
			28/03/2025	Douglas Burke	Fuel	88.90
			06/03/2025	Damien Thorpe	Fuel	53.41
			18/03/2025	Damien Thorpe	Fuel	65.68
			27/03/2025	Damien Thorpe	Fuel	50.04
			11/03/2025	David Hughes	Fuel	94.48
			20/03/2025	David Hughes	Fuel	118.11
			26/03/2025	David Hughes	Fuel	106.22
EFT17058	Bunnings	Storecard	14/03/2025	Preston Knight	Cleaning supplies	266.13
	Total					2,970.01

9.3.2 Monthly Financial Statements for April 2025*

Report Date	27 May 2025
Applicant	Shire of Dalwallinu
File Ref	FM/9 Financial Reporting
Previous Meeting Reference	Nil
Prepared by	Hanna Jolly, Manager Corporate Services
Supervised by	Jean Knight, Chief Executive Officer
Disclosure of interest	Nil
Voting Requirements	Simple Majority
Attachments	Monthly Statements of Financial Activity, Variance Report, Investments Held and Bank Reconciliations

Purpose of Report

Council is requested to receive and accept the Financial Reports for the month end 30 April 2025.

Background

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

Consultation

Nil

Legislative Implications

State

Local Government Act 1995

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

Policy Implications

Nil

Financial Implications

Nil

General Function Implications

Nil

Strategic Implications

Nil

Site Inspection

Site inspection undertaken: Not applicable

Sustainability & Climate Change Implications

Economic implications

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



Social implications

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

Environmental implications

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

Officer Comment

Financial Reports as at last day of business of the previous month are appended, for the period ending 30 April 2025.

Attached for council's consideration are:

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

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

Officer Recommendation/Council Resolution

MOTION 10399

Moved Cr DS Cream
Seconded Cr SC Carter

That the Council accept the Financial Reports as submitted for the month ending 30 April 2025.

CARRIED 5/0

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

Against: Nil



SHIRE OF DALWALLINU

MONTHLY FINANCIAL REPORT

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

For the period ended 30 April 2025

LOCAL GOVERNMENT ACT 1995

LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996

TABLE OF CONTENTS

Statements required by regulation

Statement of Financial Activity	2
Statement of Financial Position	3
Note 1 Basis of Preparation	4
Note 2 Statement of Financial Activity Information	5
Note 3 Explanation of Material Variances	6

SHIRE OF DALWALLINU
STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 APRIL 2025

	Supplementary Information	Amended Budget Estimates (a) \$	YTD Budget Estimates (b) \$	YTD Actual (c) \$	Variance* \$ (c) - (b)	Variance* % ((c) - (b))/(b)	Var.
OPERATING ACTIVITIES							
Revenue from operating activities							
General rates	10	3,708,272	3,707,907	3,705,523	(2,384)	(0.06%)	
Rates excluding general rates		50,268	50,268	50,040	(228)	(0.45%)	
Grants, subsidies and contributions	14	1,376,194	1,191,020	1,267,822	76,802	6.45%	▲
Fees and charges		1,458,898	1,340,104	1,361,950	21,846	1.63%	▲
Interest revenue		409,582	270,770	445,505	174,735	64.53%	▲
Other revenue		100	80	11	(69)	(86.25%)	▼
Profit on asset disposals	6	319,995	189,995	194,175	4,180	2.20%	
		7,323,309	6,750,144	7,025,026	274,882	4.07%	
Expenditure from operating activities							
Employee costs		(2,822,627)	(2,326,624)	(2,070,300)	256,324	11.02%	▼
Materials and contracts		(2,884,950)	(2,453,984)	(2,236,570)	217,414	8.86%	▼
Utility charges		(445,219)	(367,085)	(376,976)	(9,891)	(2.69%)	
Depreciation		(5,640,892)	(4,726,081)	(4,727,918)	(1,837)	(0.04%)	
Finance costs		(103,497)	(103,388)	(71,411)	31,977	30.93%	▼
Insurance		(211,768)	(213,338)	(209,470)	3,868	1.81%	
Other expenditure		(144,259)	(120,789)	(99,910)	20,879	17.29%	▼
Loss on asset disposals	6	(133,902)	(133,902)	(166,964)	(33,062)	(24.69%)	▼
		(12,387,114)	(10,445,191)	(9,959,519)	485,672	4.65%	
Non-cash amounts excluded from operating activities	Note 2(b)	5,447,353	4,662,542	4,700,707	38,165	0.82%	▲
Amount attributable to operating activities		383,548	967,495	1,766,214	798,719	82.56%	
INVESTING ACTIVITIES							
Inflows from investing activities							
Proceeds from capital grants, subsidies and contributions	15	6,062,355	4,999,417	5,235,352	235,935	4.72%	▲
Proceeds from disposal of assets	6	865,000	520,545	520,545	0	0.00%	
		6,927,355	5,519,962	5,755,897	235,935	4.27%	
Outflows from investing activities							
Payments for property, plant and equipment	5	(2,458,826)	(2,198,584)	(1,777,588)	420,996	19.15%	▼
Payments for construction of infrastructure	5	(8,820,385)	(8,049,105)	(7,151,158)	897,947	11.16%	▼
Amount attributable to investing activities		(4,351,856)	(4,727,727)	(3,172,849)	1,554,878	32.89%	
FINANCING ACTIVITIES							
Inflows from financing activities							
Transfer from reserves	4	1,836,200	1,343,889	1,343,889	(0)	(0.00%)	
		1,836,200	1,343,889	1,343,889	(0)	(0.00%)	
Outflows from financing activities							
Repayment of borrowings	11	(317,147)	(317,147)	(317,147)	0	0.00%	
Payments for principal portion of lease liabilities	12	(12,061)	(11,780)	(11,780)	0	0.00%	
Transfer to reserves	4	(2,338,389)	(1,984,238)	(1,984,238)	0	0.00%	
		(2,667,597)	(2,313,165)	(2,313,164)	0	0.00%	
Amount attributable to financing activities		(831,397)	(969,276)	(969,276)	(0)	(0.00%)	
MOVEMENT IN SURPLUS OR DEFICIT							
Surplus or deficit at the start of the financial year		4,803,479	4,803,479	4,803,480	1	0.00%	
Amount attributable to operating activities		383,548	967,495	1,766,214	798,719	82.56%	▲
Amount attributable to investing activities		(4,351,856)	(4,727,727)	(3,172,849)	1,554,878	32.89%	▼
Amount attributable to financing activities		(831,397)	(969,276)	(969,276)	(0)	(0.00%)	
Surplus or deficit after imposition of general rates		3,774	73,971	2,427,569	2,353,598	3181.77%	▲

KEY INFORMATION

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

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

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

SHIRE OF DALWALLINU
STATEMENT OF FINANCIAL POSITION
FOR THE PERIOD ENDED 30 APRIL 2025

	Supplementary Information	30 June 2025 \$	30 April 2025 \$
CURRENT ASSETS			
Cash and cash equivalents	3	11,708,133	9,245,152
Trade and other receivables		272,732	622,920
Inventories	8	18,901	8,394
TOTAL CURRENT ASSETS		11,999,766	9,876,466
NON-CURRENT ASSETS			
Trade and other receivables		6,879	6,879
Investment in associate	16	145,549	145,549
Property, plant and equipment		39,351,342	39,615,616
Infrastructure		268,698,988	272,153,987
Right-of-use assets		39,636	27,857
TOTAL NON-CURRENT ASSETS		308,242,394	311,949,888
TOTAL ASSETS		320,242,160	321,826,354
CURRENT LIABILITIES			
Trade and other payables	9	518,744	740,140
Other liabilities	13	715,184	105,710
Lease liabilities	12	12,061	621
Borrowings	11	317,147	0
Employee related provisions	13	411,621	411,621
TOTAL CURRENT LIABILITIES		1,974,757	1,258,092
NON-CURRENT LIABILITIES			
Lease liabilities	12	28,609	28,609
Borrowings	11	2,686,946	2,686,946
Employee related provisions		24,211	24,211
Other provisions		260,433	260,433
TOTAL NON-CURRENT LIABILITIES		3,000,199	3,000,199
TOTAL LIABILITIES		4,974,956	4,258,291
NET ASSETS		315,267,204	317,568,063
EQUITY			
Retained surplus		59,739,547	61,400,057
Reserve accounts	4	5,793,205	6,433,554
Revaluation surplus		249,734,452	249,734,452
TOTAL EQUITY		315,267,204	317,568,063

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

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 APRIL 2025

1 BASIS OF PREPARATION AND SIGNIFICANT ACCOUNTING POLICIES

BASIS OF PREPARATION

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

Local Government Act 1995 requirements

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

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

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

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

THE LOCAL GOVERNMENT REPORTING ENTITY

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

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

Judgements and estimates

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

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

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

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

SIGNIFICANT ACCOUNTING POLICES

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

PREPARATION TIMING AND REVIEW

Date prepared: All known transactions up to 13 May 2025

SHIRE OF DALWALLINU
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 APRIL 2025

2 STATEMENT OF FINANCIAL ACTIVITY INFORMATION

		Amended Budget Opening 30 June 2024	Last Year Closing 30 June 2024	Year to Date 30 April 2025
(a) Net current assets used in the Statement of Financial Activity				
Current assets		\$	\$	\$
Cash and cash equivalents	3	11,708,133	11,708,133	9,245,152
Trade and other receivables		269,668	272,732	622,920
Inventories	8	18,901	18,901	8,394
		11,996,702	11,999,766	9,876,466
Less: current liabilities				
Trade and other payables	9	(482,763)	(518,744)	(740,140)
Other liabilities	13	(11,159)	(715,184)	(105,710)
Lease liabilities	12	(12,061)	(12,061)	(621)
Borrowings	11	(317,147)	(317,147)	0
Employee related provisions	13	(391,047)	(411,621)	(411,621)
Other provisions	13	(702,925)	0	0
		(1,917,102)	(1,974,757)	(1,258,092)
Net current assets		10,079,600	10,025,009	8,618,374
Less: Total adjustments to net current assets	Note 2(c)	(5,223,920)	(5,221,529)	(6,190,805)
Closing funding surplus / (deficit)		4,855,680	4,803,480	2,427,569

(b) Non-cash amounts excluded from operating activities

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

Non-cash amounts excluded from operating activities		Amended Budget \$	YTD Budget (a) \$	YTD Actual (b) \$
Adjustments to operating activities				
Less: Profit on asset disposals	6	(319,995)	(189,995)	(194,175)
Add: Loss on asset disposals	6	133,902	133,902	166,964
Add: Depreciation		5,640,892	4,726,081	4,727,918
Movement in current employee provisions associated with restricted cash		(7,446)	(7,446)	
Total non-cash amounts excluded from operating activities		5,447,353	4,662,542	4,700,707

(c) Current assets and liabilities excluded from budgeted deficiency

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

		Amended Budget Opening 30 June 2024	Last Year Closing 30 June 2024	Year to Date 30 April 2025
Adjustments to net current assets		\$	\$	\$
Less: Reserve accounts	4	(5,793,205)	(5,793,205)	(6,433,554)
Add: Current liabilities not expected to be cleared at the end of the year:				
- Current portion of borrowings	11	317,147	317,147	0
- Current portion of lease liabilities	12	12,061	12,061	621
- Current portion of other provisions held in reserve		240,077	242,468	242,128
Total adjustments to net current assets	Note 2(a)	(5,223,920)	(5,221,529)	(6,190,805)

CURRENT AND NON-CURRENT CLASSIFICATION

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

SHIRE OF DALWALLINU
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 APRIL 2025

3 EXPLANATION OF MATERIAL VARIANCES

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

The material variance adopted by Council for the 2024-25 year is \$10,000 or 10.00% whichever is the greater.

Description	Var. \$ \$	Var. % %	
Revenue from operating activities			
Grants, subsidies and contributions	76,802	6.45%	▲
Timing variance	Timing		
Fees and charges	21,846	1.63%	▲
Timing variance	Timing		
Interest revenue	174,735	64.53%	▲
Interest rates higher than anticipated. Will be more than budgeted.	Permanent		
Other revenue	(69)	(86.25%)	▼
Timing variance	Timing		
Expenditure from operating activities			
Employee costs	256,324	11.02%	▼
Salaries & Wages less than budgeted	Permanent		
Materials and contracts	217,414	8.86%	▼
Various small timing differences	Timing		
Finance costs	31,977	30.93%	▼
Various small timing differences	Timing		
Other expenditure	20,879	17.29%	▼
Various small timing differences	Timing		
Loss on asset disposals	(33,062)	(24.69%)	▼
69 McNeill St disposed (not budgeted). Rest timing. See note 6	Permanent		
Non-cash amounts excluded from operating activities	38,165	0.82%	▲
Various timing differences - depreciation & loss on sale of assets	Timing		
Inflows from investing activities			
Proceeds from capital grants, subsidies and contributions	235,935	4.72%	▲
Various timing differences	Timing		
Outflows from investing activities			
Payments for property, plant and equipment	420,996	19.15%	▼
Timing variances	Timing		
Payments for construction of infrastructure	897,947	11.16%	▼
Timing variances	Timing		
Surplus or deficit after imposition of general rates	2,353,598	3181.77%	▲
Due to variances described above			

SHIRE OF DALWALLINU
SUPPLEMENTARY INFORMATION

TABLE OF CONTENTS

1	Key Information	8
2	Key Information - Graphical	9
3	Cash and Financial Assets	10
4	Reserve Accounts	11
5	Capital Acquisitions	12
6	Disposal of Assets	14
7	Receivables	15
8	Other Current Assets	16
9	Payables	17
10	Rate Revenue	18
11	Borrowings	19
12	Lease Liabilities	20
13	Other Current Liabilities	21
14	Grants and contributions	22
15	Capital grants and contributions	23
16	Investment in Associates	24
17	Budget Amendments	25

SHIRE OF DALWALLINU
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 APRIL 2025

1 KEY INFORMATION

Funding Surplus or Deficit Components

Funding surplus / (deficit)				
	Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
Opening	\$4.80 M	\$4.80 M	\$4.80 M	\$0.00 M
Closing	\$0.00 M	\$0.07 M	\$2.43 M	\$2.35 M

Refer to Statement of Financial Activity

Cash and cash equivalents		
	\$9.25 M	% of total
Unrestricted Cash	\$2.81 M	30.4%
Restricted Cash	\$6.43 M	69.6%

Refer to 3 - Cash and Financial Assets

Payables	
	\$0.74 M % Outstanding
Trade Payables	\$0.59 M
0 to 30 Days	59.0%
Over 30 Days	41.0%
Over 90 Days	0.0%

Refer to 9 - Payables

Receivables		
	\$0.58 M	% Collected
Rates Receivable	\$0.05 M	99.0%
Trade Receivable	\$0.58 M	% Outstanding
Over 30 Days		1.8%
Over 90 Days		0.1%

Refer to 7 - Receivables

Key Operating Activities

Amount attributable to operating activities			
Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
\$0.38 M	\$0.97 M	\$1.77 M	\$0.80 M

Refer to Statement of Financial Activity

Rates Revenue		
YTD Actual	\$3.71 M	% Variance
YTD Budget	\$3.71 M	(0.1%)

Refer to 10 - Rate Revenue

Grants and Contributions		
YTD Actual	\$1.27 M	% Variance
YTD Budget	\$1.19 M	6.4%

Refer to 14 - Grants and Contributions

Fees and Charges		
YTD Actual	\$1.36 M	% Variance
YTD Budget	\$1.34 M	1.6%

Refer to Statement of Financial Activity

Key Investing Activities

Amount attributable to investing activities			
Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
(\$4.35 M)	(\$4.73 M)	(\$3.17 M)	\$1.55 M

Refer to Statement of Financial Activity

Proceeds on sale		
YTD Actual	\$0.52 M	%
Amended Budget	\$0.87 M	(39.8%)

Refer to 6 - Disposal of Assets

Asset Acquisition		
YTD Actual	\$7.15 M	% Spent
Amended Budget	\$8.82 M	(18.9%)

Refer to 5 - Capital Acquisitions

Capital Grants		
YTD Actual	\$5.24 M	% Received
Amended Budget	\$6.06 M	(13.6%)

Refer to 5 - Capital Acquisitions

Key Financing Activities

Amount attributable to financing activities			
Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
(\$0.83 M)	(\$0.97 M)	(\$0.97 M)	(\$0.00 M)

Refer to Statement of Financial Activity

Borrowings	
Principal repayments	(\$0.32 M)
Interest expense	(\$0.07 M)
Principal due	\$2.69 M

Refer to 11 - Borrowings

Reserves	
Reserves balance	\$6.43 M
Interest earned	\$0.25 M

Refer to 4 - Cash Reserves

Lease Liability	
Principal repayments	(\$0.01 M)
Interest expense	(\$0.00 M)
Principal due	\$0.03 M

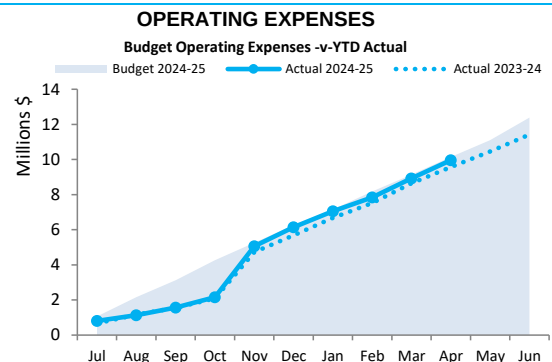
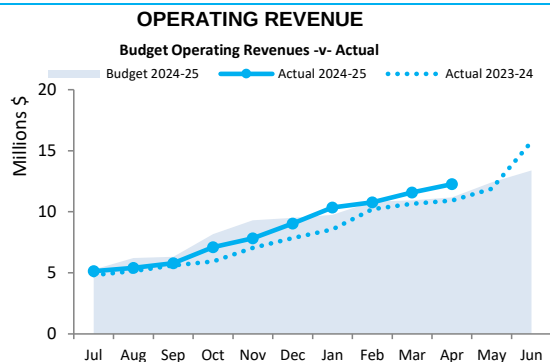
Refer to Note 12 - Lease Liabilities

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

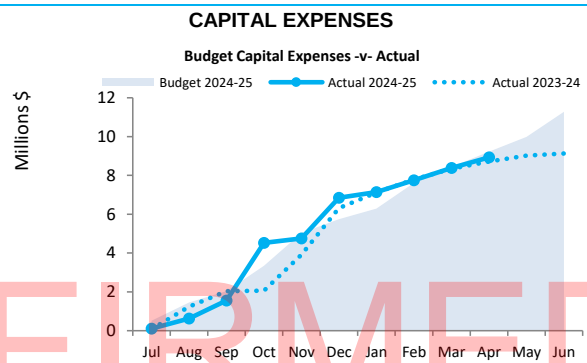
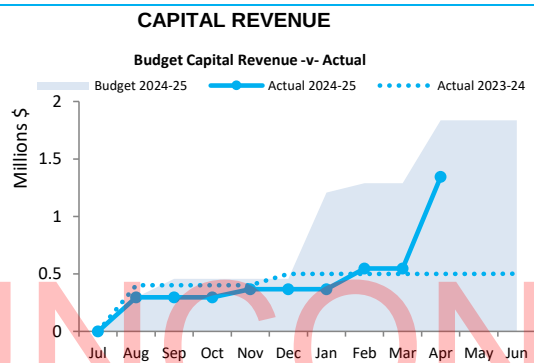
SHIRE OF DALWALLINU
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 APRIL 2025

2 KEY INFORMATION - GRAPHICAL

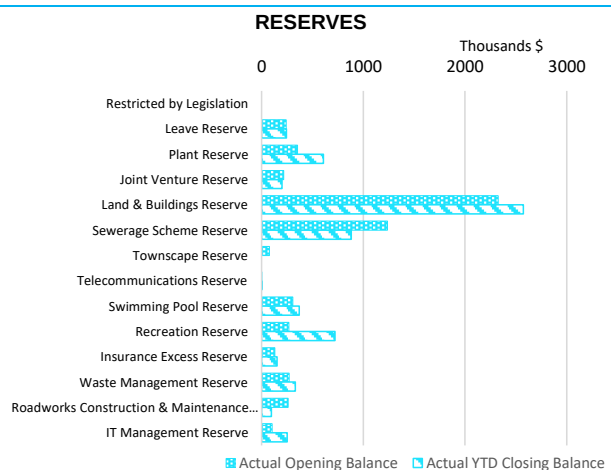
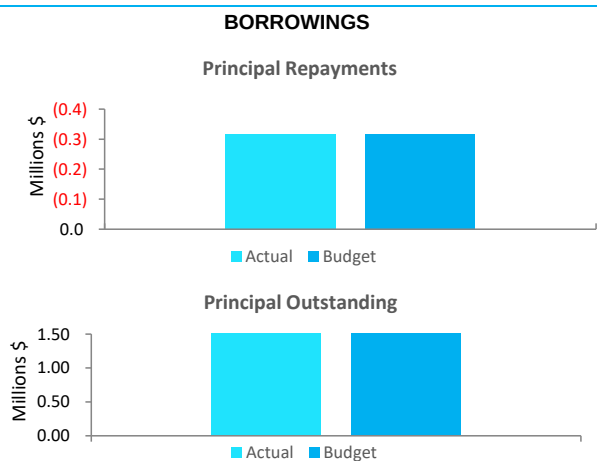
OPERATING ACTIVITIES



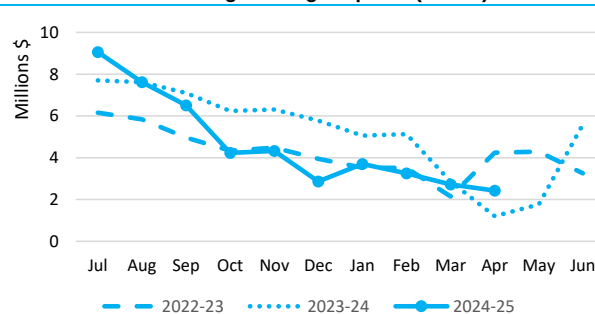
INVESTING ACTIVITIES



FINANCING ACTIVITIES



Closing funding surplus / (deficit)



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

3 CASH AND FINANCIAL ASSETS

Description	Classification	Unrestricted \$	Restricted \$	Total Cash \$	Trust \$	Institution	Interest Rate	Maturity Date
Business Online Saver	Cash and cash equivalents	1,514,937		1,514,937		Bank	3.60%	At call
Municipal Account	Cash and cash equivalents	149,077		149,077		Bank	3.50%	At call
Term Deposit - Reserves	Cash and cash equivalents	0	6,433,554	6,433,554		Bank	4.46%	6/06/2025
Term Deposit - Municipal Exce	Cash and cash equivalents	1,147,332		1,147,332		Bank	4.24%	16/05/2025
Floats Held	Cash and cash equivalents	250		250		Shire float	0.00%	At call
Total		2,811,598	6,433,554	9,245,152	0			
Comprising								
Cash and cash equivalents		2,811,598	6,433,554	9,245,152	0			
		2,811,598	6,433,554	9,245,152	0			

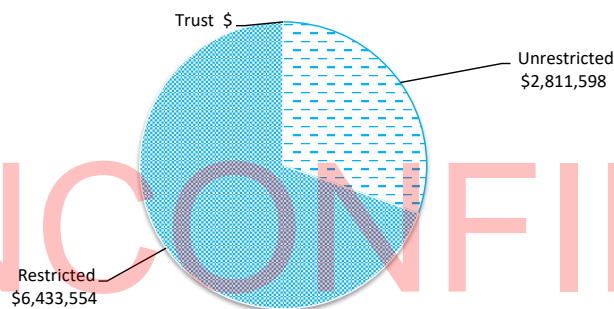
KEY INFORMATION

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

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

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

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



SHIRE OF DALWALLINU
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 APRIL 2025

4 RESERVE ACCOUNTS

Reserve name	Budget Opening Balance \$	Budget Interest Earned \$	Budget Transfers In (+) \$	Budget Transfers Out (-) \$	Budget Closing Balance \$	Actual Opening Balance \$	Actual Interest Earned \$	Actual Transfers In (+) \$	Actual Transfers Out (-) \$	Actual YTD Closing Balance \$
Restricted by Legislation										
Leave Reserve	242,469	8,963	0	(6,895)	244,537	242,469	9,455	0	(6,895)	245,029
Plant Reserve	353,069	13,355	296,599	0	663,023	353,069	17,290	236,599	0	606,958
Joint Venture Reserve	217,384	8,053	63,427	(26,400)	262,464	217,384	8,675	0	(26,400)	199,659
Land & Buildings Reserve	2,324,985	86,319	915,426	(664,498)	2,662,232	2,324,985	93,580	645,426	(491,171)	2,572,820
Sewerage Scheme Reserve	1,238,024	46,118	92,349	(731,584)	644,907	1,238,024	52,359	92,349	(500,000)	882,732
Townscape Reserve	76,849	0	0	(76,849)	0	76,849	0	0	(76,849)	0
Telecommunications Reserve	527	17	0	0	544	527	21	0	0	548
Swimming Pool Reserve	307,066	11,513	50,000	(160,000)	208,579	307,066	12,476	50,000	0	369,542
Recreation Reserve	267,457	11,287	500,406	0	779,150	267,457	26,688	500,406	(72,600)	721,951
Insurance Excess Reserve	131,445	4,914	16,000	0	152,359	131,445	5,757	16,000	0	153,202
Waste Management Reserve	269,844	10,134	50,000	0	329,978	269,844	12,368	50,000	0	332,212
Roadworks Construction & Main	260,744	9,295	0	(169,974)	100,065	260,744	6,184	0	(169,974)	96,954
IT Management Reserve	103,342	4,214	140,000	0	247,556	103,342	8,604	140,000	0	251,946
	5,793,205	214,182	2,124,207	(1,836,200)	6,295,394	5,793,205	253,458	1,730,780	(1,343,889)	6,433,554

UNCONFIRMED

5 CAPITAL ACQUISITIONS

	Budget	Amended YTD Budget	YTD Actual	YTD Actual Variance
	\$	\$	\$	\$
Capital acquisitions				
Land - freehold land	53,500	53,500	0	(53,500)
Buildings - non-specialised	1,580,134	1,319,892	904,587	(415,305)
Furniture and equipment	23,326	23,326	23,326	0
Plant and equipment	801,866	801,866	849,676	47,810
Acquisition of property, plant and equipment	2,458,826	2,198,584	1,777,588	(420,996)
Infrastructure - roads	7,155,467	6,596,226	6,363,065	(233,161)
Infrastructure - Other	1,552,478	1,340,439	676,399	(664,040)
Infrastructure - Footpaths	112,440	112,440	111,694	(746)
Acquisition of infrastructure	8,820,385	8,049,105	7,151,158	(1,739,938)
Total capital acquisitions	11,279,211	10,247,689	8,928,746	(2,160,934)
Capital Acquisitions Funded By:				
Capital grants and contributions	6,062,355	4,999,417	5,235,352	235,935
Other (disposals & C/Fwd)	865,000	520,545	520,545	0
Reserve accounts				
Leave Reserve	0	6,895	6,895	0
Joint Venture Reserve	26,400	0	26,400	26,400
Land & Buildings Reserve	664,498	81,356	491,171	409,815
Sewerage Scheme Reserve	731,584	0	500,000	500,000
Townscape Reserve	76,849	76,849	76,849	(0)
Swimming Pool Reserve	160,000	0	0	0
Recreation Reserve	0		72,600	72,600
Roadworks Construction & Maintenance Reserve	169,974	131,878	169,974	38,096
Contribution - operations	2,522,551	5,032,575	1,828,961	(3,203,614)
Capital funding total	11,279,211	10,849,515	8,928,746	(1,920,769)

SIGNIFICANT ACCOUNTING POLICIES

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

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

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

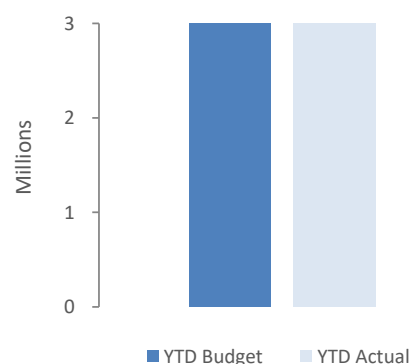
Initial recognition and measurement for assets held at cost

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

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

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

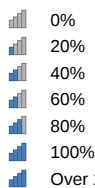
Payments for Capital Acquisitions



5 CAPITAL ACQUISITIONS - DETAILED

Capital expenditure total

Level of completion indicators



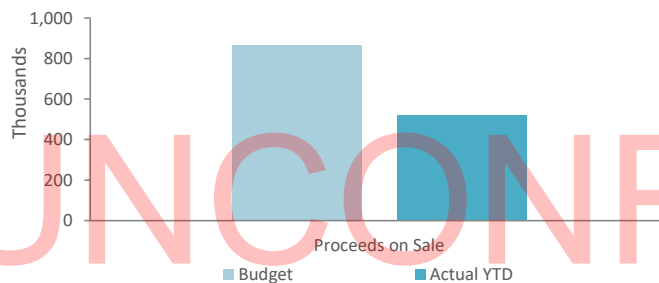
Percentage Year to Date Actual to Annual Budget expenditure where the expenditure over budget highlighted in red.

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

		Amended		Variance (Under)/Over
Account Description		Budget	YTD Budget	
		\$	\$	\$
LAND				
E111837	PUB HALL - Capital Expenditure - Land	53,500	53,500	0
		0	0	0
BUILDINGS				
E053847	OTH LOPS -Capital Expenditure - Buildings Disaster Resilience DI	260,242	0	225,619
K89	Dalwallinu Medical Centre - Capital Upgrade	17,500	17,500	0
K60	Dalwallinu Early Learning Centre - Capital Upgrade	64,313	64,313	0
K104	11B Anderson Way,Dalwallinu - DDC Coordinator - Capital Upgr.	27,500	27,500	0
K122	6A Cousins Rd, Dalwallinu - MRDS - Capital Upgrade	7,000	7,000	6,562
K123	6B Cousins Rd, Dalwallinu - WM - Capital Upgrade	26,839	26,839	0
K151	68A Annetts Road, Dalwallinu (3x2) - Capital Upgrade	465,406	465,406	189,191
K152	68B Annetts Road (2x1) - Capital Upgrade	370,742	370,742	37,090
K103	11 A Anderson Way, Dalwallinu - Accountant - Capital Upgrade	27,500	27,500	0
K97	23 Rayner St, Dalwallinu JV - Capital Upgrade	26,400	26,400	0
K8	Dalwallinu Town Hall - Capital Upgrade	76,088	76,088	78,009
K85	Kalannie Sports Pavillion - Capital Upgrade	13,100	13,100	13,061
C149	Dalwallinu Recreation Centre Gardeners Shed - Capital Upgrade	11,850	11,850	11,850
K36	6 Dowie St, Dalwallinu - Cvan Park Caretaker - Capital Upgrade	29,700	29,700	29,700
K6	Kalannie Caravan Park - Capital Upgrade	9,080	9,080	9,080
K49	Dalwallinu Caravan Park - Capital Upgrade	9,000	9,000	0
K88	Administration Office - Capital Upgrade	137,874	137,874	131,874
		0	0	0
ROADS				
E121700	ROAD CON - Regional Road Group	864,004	747,380	864,002
E121720	ROAD CON - Roads To Recovery	1,524,644	1,524,638	1,459,541
E121735	ROAD CON - WSNF	3,978,838	3,655,048	3,427,980
E121730	ROAD CON - Shire Road Program	511,529	436,681	496,050
E121736	ROAD CON - Commodity Route	276,452	232,479	115,491
OTHER INFRASTRUCTURE				
Z74	Shire Town Entry Statements	78,594	65,484	78,594
O36	Sewerage Line Upgrade - Main Line	1,010,769	842,273	238,085
O37	Sewerage Replacement Imhoff Tank	162,232	135,181	162,232
O38	Sewerage Storm Water Dam Fence - Annetts Rd	20,238	16,856	20,238
O95	Aquatic Centre Other Infrastructure Upgrade	160,000	160,000	72,600
O32	Shade Structure with Seating - Roche St Kalannie	22,060	22,060	8,140
O33	Hockey Pavilion Retaining Wall	12,339	12,339	10,961
O34	Dalwallinu Sports Club Service Area Fence	21,659	21,659	21,648
O35	Richardson Park Shade Shelter	53,807	53,807	52,493
O49	Dalwallinu Caravan Park - Other Infrastructure Upgrade	10,780	10,780	11,409
		0	0	0
FOOTPATH CONSTRUCTION				
F0189	Leahy St Between South & Annetts - Capital Upgrade	25,300	25,300	23,230
F0185	Johnston St Footpath - Capital Upgrade	27,500	27,500	25,120
F0216	Rolinson Drive Footpath - Capital Upgrade	35,640	35,640	36,465
F0142	Locke St Footpath - Capital Upgrade	11,000	11,000	10,100
F0201	Leahy St Pithara Footpath - Capital Upgrade	13,000	13,000	16,779
PLANT & EQUIPMENT				
E053848	OTH LOPS -Capital Expenditure - Plant & Equip Disaster Resilenc	39,675	39,675	39,675
E073835	OTH HEALTH - Doctor Vehicle - DL 89	49,031	49,031	49,031
E113838	OTH REC - Capital Expenditure - Plant & Equipment	31,759	31,759	31,759
DL515	Purchase of Tipper Truck	130,652	130,652	130,652
DL80	Purchase of Prime Mover	258,300	258,300	258,300
DL281	Purchase Utility WS	59,022	59,022	59,022
DL9360	Purchase Utility	38,427	38,427	38,427
CP007	Purchase of Side Tipping Trailer	126,000	126,000	125,279
CP005	Second Hand Street Sweeper - Capital Upgrade	0	0	50,000
CP008	Purchase of Emulsion Spray Unit	10,000	10,000	9,083
CP001	Purchase Sundry Plant	7,000	7,000	6,330
E145803	ADMIN - MPDS Vehicle - DL492	52,000	52,000	52,118
FURNITURE & FIXTURES				
E113883	OTH REC - Capital Expenditure - Furniture & Equipment	23,326	23,326	23,326
		11,279,211	10,247,689	8,928,746
				1,318,943

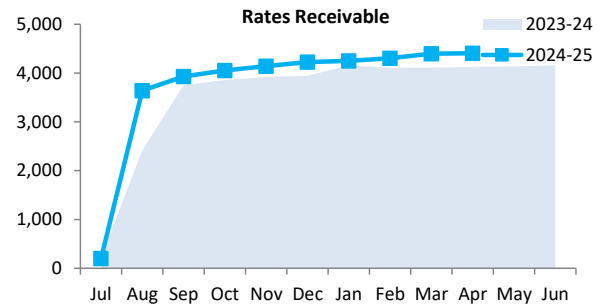
6 DISPOSAL OF ASSETS

Asset Ref.	Asset description	Amended Budget				YTD Actual			
		Net Book Value	Proceeds	Profit	(Loss)	Net Book Value	Proceeds	Profit	(Loss)
		\$	\$	\$	\$	\$	\$	\$	\$
	Land & Buildings								
	Sale of McNeill St lots	75,000	120,000	45,000	0	0	0	0	0
	Sale of Roberts Rd lots	65,000	150,000	85,000	0	0	0	0	0
	Demolition of 68 Annetts Rd	99,448	0	0	(99,448)	99,448	0	0	(99,448)
	Sale of 40 Leahy St	230,732	401,000	170,268	0	230,731	401,000	170,269	0
	Demolition of ELC McNeill St	0	0	0	0	65,522	0	0	(65,522)
	Plant and equipment								
	Sale of DL89	16,994	15,000	0	(1,994)	16,539	14,545	0	(1,994)
	Sale of DL9048	12,713	5,000	0	(7,713)	0	0	0	0
	Sale of JD Mower	1,652	3,000	1,348	0	0	0	0	0
	Sale of DL281	25,000	26,000	1,000	0	25,000	28,182	3,182	0
	Sale of DL515	20,439	25,000	4,561	0	18,912	29,545	10,633	0
	Sale of DL147	84,747	60,000	0	(24,747)	0	0	0	0
	Sale of DL9360	9,182	15,000	5,818	0	9,182	18,182	9,000	0
	Sale of 1TIO129	10,000	10,000	0	0	0	0	0	0
	Sale of DL492	28,000	35,000	7,000	0	28,000	29,091	1,091	0
		678,907	865,000	319,995	(133,902)	493,334	520,545	194,175	(166,964)



7 RECEIVABLES

Rates receivable	30 June 2024	30 Apr 2025
	\$	\$
Opening arrears previous years	46,638	39,759
Levied this year	4,336,786	4,412,539
Less - collections to date	(4,343,665)	(4,405,803)
Gross rates collectable	39,759	46,495
Net rates collectable	39,759	46,495
% Collected	99.1%	99.0%



Receivables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Receivables - general	(764)	566,623	9,787	0	779	576,425
Percentage	(0.1%)	98.3%	1.7%	0.0%	0.1%	
Balance per trial balance						
Trade receivables	(764)	566,623	9,787	0	779	576,425
Total receivables general outstanding						576,425

Amounts shown above include GST (where applicable)

KEY INFORMATION

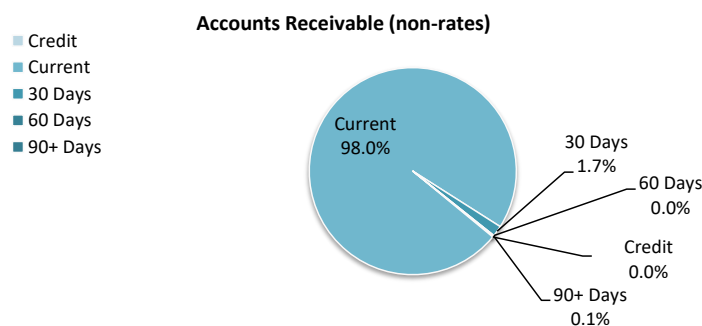
Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods and services performed in the ordinary course of business.

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

Classification and subsequent measurement

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

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



8 OTHER CURRENT ASSETS

	Opening Balance 1 July 2024	Asset Increase	Asset Reduction	Closing Balance 30 April 2025
	\$	\$	\$	\$
Other current assets				
Inventory				
Inventories Fuel & Materials	18,901	193,643	(204,150)	8,394
Total other current assets	18,901	193,643	(204,150)	8,394
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.

UNCONFIRMED

9 PAYABLES

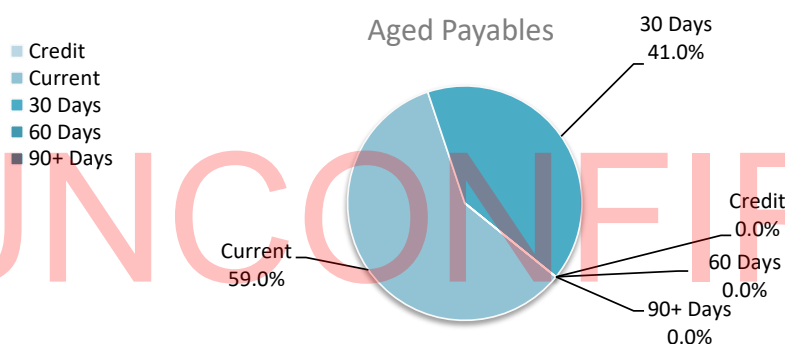
Payables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Payables - general	0	335,802	232,940	0	35	568,777
Percentage	0.0%	59.0%	41.0%	0.0%	0.0%	
Balance per trial balance						
Sundry creditors	0	361,376	232,940	0	35	594,351
Accrued salaries and wages						(2,818)
ATO liabilities						21,044
Other payables						12,683
Accrued interest on loans						90,613
Bonds & Deposits Held						24,267
Total payables general outstanding						740,140

Amounts shown above include GST (where applicable)

KEY INFORMATION

Trade and other payables represent liabilities for goods and services provided to the Shire prior to the end of the period that are unpaid and arise when the Shire becomes obliged to make future payments in respect of the purchase of these goods and services. The amounts are unsecured, are recognised as a current liability and are normally paid within 30 days of recognition.

The carrying amounts of trade and other payables are considered to be the same as their fair values, due to their short-term nature.



10 RATE REVENUE

General rate revenue

RATE TYPE	Rate in	Number of	Rateable	Rate	Budget	Total	Rate	YTD Actual	Total
	\$ (cents)	Properties	Value	Revenue	Interim	Revenue	Revenue	Interim	Revenue
				\$	\$	\$	\$	\$	\$
Gross rental value									
Gross Rental Value	0.080620	396	6,282,470	506,492	0	506,492	506,493	9,069	515,562
Unimproved value									
Unimproved Value	0.010045	352	320,278,000	3,217,193	2,156	3,219,349	3,217,193	(2,009)	3,215,184
Sub-Total		748	326,560,470	3,723,685	2,156	3,725,841	3,723,686	7,060	3,730,746
Minimum payment	Minimum Payment \$								
Gross rental value									
GRV - Dalwallinu	643	39	159,686	25,077	0	25,077	25,077	0	25,077
GRV - Kalannie	643	34	182,931	21,862	0	21,862	21,862	0	21,862
GRV - Other Towns	643	74	289,987	47,582	0	47,582	47,582	0	47,582
Unimproved value									
UV - Rural	750	35	922,978	26,250		26,250	26,250	0	26,250
UV - Mining	750	45	486,420	33,750	0	33,750	33,750	(7,654)	26,096
Sub-total		227	2,042,002	154,521	0	154,521	154,521	(7,654)	146,867
Discount						(172,090)			(172,090)
Amount from general rates						3,708,272			3,705,523
Ex-gratia rates						50,268			50,040
Total general rates						3,758,540			3,755,563

11 BORROWINGS

Repayments - borrowings

Information on borrowings		New Loans			Principal Repayments		Principal Outstanding		Interest Repayments	
Particulars	Loan No.	1 July 2024	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
		\$	\$	\$	\$	\$	\$	\$	\$	\$
Dalwallinu Sewerage Scheme	64	25,882	0	0	(25,882)	(25,882)	0	0	(749)	(1,925)
Dalwallinu Discovery Centre	157	335,974	0	0	(64,170)	(64,170)	271,804	271,804	(6,718)	(9,729)
Dalwallinu Recreation Centre	159	2,399,658	0	0	(65,623)	(65,623)	2,334,035	2,334,035	(60,933)	(89,001)
Bell St Subdivision	160	242,578	0	0	(161,471)	(161,472)	81,107	81,106	(1,499)	(1,241)
Total		3,004,092	0	0	(317,147)	(317,147)	2,686,945	2,686,945	(69,898)	(101,896)
Current borrowings		317,147					0			
Non-current borrowings		2,686,946					2,686,946			
		3,004,093					2,686,946			

All debenture repayments were financed by general purpose revenue.

KEY INFORMATION

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

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

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12 LEASE LIABILITIES

Movement in carrying amounts

Information on leases		Lease No.	1 July 2024	New Leases		Principal Repayments		Principal Outstanding		Interest Repayments	
Particulars				Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
			\$	\$	\$	\$	\$	\$	\$	\$	\$
Gymnasium Equipment	E6N0162493		26,711	0	0	(8,603)	(8,406)	18,108	18,305	(995)	(995)
Administration Photocopiers	Ricoh		13,959	0	0	(3,176)	(3,655)	10,783	10,304	(517)	(606)
Total			40,670	0	0	(11,780)	(12,061)	28,890	28,609	(1,512)	(1,601)
Current lease liabilities			12,061					621			
Non-current lease liabilities			28,609					28,609			
			40,670					29,230			

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.

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13 OTHER CURRENT LIABILITIES

	Note	Opening Balance 1 July 2024	Liability transferred from/(to) non current	Liability Increase	Liability Reduction	Closing Balance 30 April 2025
		\$	\$	\$	\$	\$
Other current liabilities						
Other liabilities						
Contract liabilities		715,184	0	4,637,038	(5,246,512)	105,710
Total other liabilities		715,184	0	4,637,038	(5,246,512)	105,710
Employee Related Provisions						
Provision for annual leave		196,969	0	0	0	196,969
Provision for long service leave		214,652	0	0	0	214,652
Total Provisions		411,621	0	0	0	411,621
Total other current liabilities		1,126,805	0	4,637,038	(5,246,512)	517,331
Amounts shown above include GST (where applicable)						

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

KEY INFORMATION

Provisions

Provisions are recognised when the Shire has a present legal or constructive obligation, as a result of past events, for which it is probable that an outflow of economic benefits will result and that outflow can be reliably measured.

Provisions are measured using the best estimate of the amounts required to settle the obligation at the end of the reporting period.

Employee Related Provisions

Short-term employee benefits

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

Other long-term employee benefits

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

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

Contract liabilities

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

Capital grant/contribution liabilities

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

14 GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Unspent grant, subsidies and contributions liability					Grants, subsidies and contributions revenue		
	Liability	Increase in Liability	Decrease in Liability	Liability	Current Liability	Amended Budget	YTD Budget	YTD Revenue
	1 July 2024		(As revenue)	30 Apr 2025	30 Apr 2025	Revenue		Actual
	\$	\$	\$	\$	\$	\$	\$	\$
Grants and subsidies								
General Purpose Grant - WA Government	0	0	0	0	0	368,363	276,270	276,272
Untied Roads Grant - WA Government	0	0	0	0	0	141,813	106,359	106,360
DFES Operating Grant	0	0	0	0	0	44,401	33,300	44,401
Community Day Grant	0	0	0	0	0	9,659	9,659	9,659
Direct Grant - Main Roads	0	0	0	0	0	429,914	429,914	429,914
	0	0	0	0	0	994,150	855,502	866,606
Contributions								
Collection of Legal Costs	0	0	0	0	0	20,000	16,666	19,581
Miscellaneous Reimbursements - GOV	0	0	0	0	0	1,300	980	100
Miscellaneous Reimbursements - HEALTH	0	0	0	0	0	8,600	7,163	7,628
Miscellaneous Reimbursements - PRE SCHOOL	0	0	0	0	0	11,701	9,743	11,685
Miscellaneous Reimbursements - OTH WELFARE	0	0	0	0	0	200	150	0
Miscellaneous Reimbursements - STAFF HOUSING	0	0	0	0	0	4,670	3,890	4,819
Miscellaneous Reimbursements - OTH HOUSING	0	0	0	0	0	16,436	13,693	12,551
Contributions & Donations - OTH HOUSING	0	0	0	0	0	100,000	100,000	100,000
Miscellaneous Reimbursements - OTH COM	0	0	0	0	0	1,993	1,660	2,705
Containers Deposit Scheme Income	0	0	0	0	0	2,500	2,080	3,207
Collection Metal Rubbish	0	0	0	0	0	4,050	4,050	4,051
Miscellaneous Reimbursements - REC & CUL	0	0	0	0	0	71,295	59,394	71,955
Miscellaneous Reimbursements - ROAD MAIN	0	0	0	0	0	500	410	972
Street Light Contribution - Main Roads	0	0	0	0	0	5,500	4,580	1,998
Miscellaneous Reimbursements - ECON SERV	0	0	0	0	0	49,580	41,328	48,563
Miscellaneous Reimbursements - OTH PRO & SERV	0	0	0	0	0	38,719	32,236	60,528
Fuel Rebates - ATO	0	0	0	0	0	45,000	37,495	50,872
	0	0	0	0	0	382,044	335,518	401,216
TOTALS	0	0	0	0	0	1,376,194	1,191,020	1,267,822

15 CAPITAL GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Capital grant/contribution liabilities					Capital grants, subsidies and contributions revenue		
	Liability	Increase in Liability	Decrease in Liability	Liability	Current Liability	Amended Budget	YTD	YTD
	1 July 2024		(As revenue)	30 Apr 2025	30 Apr 2025	Revenue	Budget	Revenue
	\$	\$	\$	\$	\$	\$	\$	\$
Capital grants and subsidies								
DFES LG Resilience Fund Grant	0	0	0	0	0	299,917	299,917	266,017
DoT - Footpaths ROAD CON	0	0	0	0	0	49,720	49,720	37,500
Main Roads - Regional Road Group ROAD CON	0	0	0	0	0	565,335	471,091	565,334
Dept. Infr. - Roads to Recovery ROAD CON	0	0	0	0	0	1,272,619	1,272,619	1,103,428
Main Roads - Wheatbelt Secondary Freight Program ROAI	0	0	0	0	0	3,716,506	2,787,378	3,186,080
Main Roads - Commodity Route ROAD CON	0	0	0	0	0	158,258	118,692	76,994
	0	0	0	0	0	6,062,355	4,999,417	5,235,353

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16 INVESTMENT IN ASSOCIATES

(a) Investment in associate

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

Carrying amount at 1 July
Carrying amount at 30 June

Amended Budget Revenue	YTD Budget	YTD Revenue Actual
\$	\$	\$
0	0	145,549
0	0	145,549

SIGNIFICANT ACCOUNTING POLICIES

Investments in associates

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

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

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17 BUDGET AMENDMENTS

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

Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
			\$	\$	\$	\$
Budget adoption - review	10359					3,774
Purchase of Road Sweeper	10366	Capital expenses	0	0	(60,000)	(56,226)
Transfer from Plant Reserve	10366	Capital revenue	0	60,000	0	3,774
				60,000	(60,000)	0

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Shire of Dalwallinu

Bank Reconciliation

as at 30 April 2025

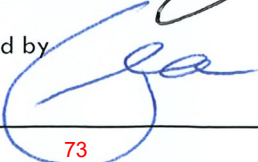
Balance as per General Ledger as at 1 April 2025				
A910000 - Municipal Fund	55,894.66			
A910001 - Telenet Saver	1,240,892.92	1,296,787.58		1,296,787.58
Add Cash Receipts				
Daily Receipts		249,439.36		
BPAY Receipts		18,343.60		
Interest Received		4,558.25		
Transfer from Muni Excess Funds Term Deposit		1,300,000.00		
Transfer from Reserve funds Term Deposit		164,030.00		
				1,736,371.21
				3,033,158.79
Less Cash Payments				
EFT Payments - Payroll		132,567.31		
EFT Payments (EFT16965-EFT17071)		1,095,303.85		
Direct Debit - Credit Cards (DD18256.1)		8,542.16		
Direct Debit - Superannuation Payments		13,123.60		
Bank Fees		819.13		
Loan Payments Loan 157 - DDC		35,749.43		
Direct Debit - Payment to DoT		83,038.70		
				1,369,144.18
Balance as per General Ledger as at 30 April 2025				
A910000 - Municipal Fund	149,077.49			
A910001 - Telenet Saver	1,514,937.12			
		1,664,014.61	0.00	1,664,014.61
Add				
Less				
Banking 30/04/25, received on 01/05/25				544.60
Eftpos payment 30/04/25 - received 01/05/25				20.50
				1,663,449.51
Balance as per Bank Statements as at 30 April 2025				
CBA Muni Cheque Account - xxxx379		148,512.39		
CBA Business Online Saver - xxxx395		1,514,937.12	0.00	1,663,449.51

Prepared by



2/5/2025

Reviewed by



6/5/2025

Shire of Dalwallinu

Trust Bank Reconciliation

as at 30 April 2025

Balance as per General Ledger as at 1 April 2025				
2T9900000 - Trust Fund	0.00	0.00		0.00
Add Cash Receipts				0.00
				0.00
Less Cash Payments				
		0.00		0.00
Balance as per General Ledger as at 30 April 2025				
2T9900000 - Trust Fund	0.00	0.00	0.00	0.00
Add				
Less				
Balance as per Bank Statements as at 30 April 2025				0.00
2T9900000 - Trust Fund		0.00	0.00	0.00



Prepared by

2/5/2025

Reviewed by

5/5/25

9.3.3 Schedule of Fees and Charges 2025-2026*

Report Date	27 May 2025
Applicant	Shire of Dalwallinu
File Ref	FM/11 – Budgeting Allocations
Previous Meeting Reference	Nil
Prepared by	Hanna Jolly, Manager Corporate Services
Supervised by	Jean Knight, Chief Executive Officer
Disclosure of interest	Nil
Voting Requirements	Absolute Majority
Attachments	Draft Schedule of Fees and Charges 2025-2026

Purpose of Report

Council is requested to review the proposed Shire of Dalwallinu Schedule of Fees and Charges for the 2025-2026 financial year and adopt new fees for the Kalannie Caravan Park as at 27 May 2025.

Background

Each year a local government authority is required to impose a Schedule of Fees and Charges as part of the annual budget process. Reviewing the schedule prior to budget adoption allows Council time to consider the proposed fees and charges separate to assessing the budget, allowing more time for review. Also, as the 2025-2026 budget will not be adopted prior to 30 June 2025, adoption of the 2025-2026 Schedule of Fees and Charges now will allow them to take effect from 1 July 2025.

Consultation

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

Legislative Implications

State

Local Government Act 1995

Local Government (Financial Management) Regulations 1996

Waste Avoidance and Resource Recovery Act 2007

Policy Implications

Nil

Financial Implications

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

General Function Implications

Nil

Strategic Implications

Nil



Site Inspection

Site inspection undertaken: Not applicable

Sustainability & Climate Change Implications

Economic implications

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

Social implications

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

Environmental implications

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

Officer Comment

Over a twelve-month period to the end of March 2025 quarter, the CPI (Consumer Price Index) rose 2.4% in Australia. This increase has been applied to the fees and charges for 2025-2026, however some fees and charges may have been increased less/more if justified by the actual cost recovery. Council Housing has been increased by the CPI 2.4%.

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

- Page 1 – Shire Merchandise – glass coffee cup, drink bottle & shopping bag
- Page 3 – 68A and 68B Annetts Road – weekly rent
- Page 6 – Chair hire for Dalwallinu Recreation Centre black chairs
- Page 6 – Portable Stage Hire (Dalwallinu Dance group excluded – contribution towards the purchase)
- Page 6 – Aqua Aerobics Classes – 8 session season booklet and senior/pensioner single class
- Page 6 – Private Swimming Lesson
- Page 8 – Wubin Sport Pavillion – community hire without entry charge
- Page 9 – Kalannie Caravan Park – daily and weekly rates
- Page 9 – Highway Signage – Sign display fee and sign manufacturing fee

The following fees are proposed to be removed:

- Page 1 – Books – Wajarri Wisdom, Century of Memories, As They Saw It
- Page 1 – Dalwallinu Centenary Medallions
- Page 3 – 40 Leahy Street – weekly rent
- Page 7 – Reserve Hire Fee - Pithara Speedway Club Inc
- Page 7 – Lease Fees- Dalwallinu Sport Club and Kalannie Sporting & Recreation Club

An updated Schedule of Fees and Charges is submitted to Council for adoption and inclusion in the budget for the 2025-2026 financial year.



Officer Recommendation/Council Resolution

MOTION 10400

Moved Cr S Dawson
Seconded Cr JL Counsel

That

1. Council adopt the fees for the Kalannie Caravan Park as at 27 May 2025 as follows:
 - Powered Site per night \$25 (inc GST)
 - Powered Site per week \$150 (inc GST)
 - Non-powered site per night \$15 (inc GST)
 - Non-powered Site per week \$90 (inc GST) and;
2. Council adopt the Schedule of Fees and Charges as presented for the financial year 2025-2026, with all Fees and Charges to come into effect as of 1 July 2025.

CARRIED BY ABSOLUTE MAJORITY 5/0

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

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General Ledger		Unit	2024/25 Charges incl. GST if applicable	2025/26 Charges incl. GST if applicable
Account (Code)	Particulars	Rate		
GENERAL PURPOSE FUNDING				
	Rating			
I 031180.46	Settlement Enquiry - Rates		60.00	61.00
I 031180.46	Settlement Enquiry - Orders & Requisitions		90.00	95.00
I 031172.46	4 Instalment Plan Admin Fee		38.00	39.00
I 031172.46	Adhoc Payment Plan Admin Fee		40.00	42.00
GOVERNANCE				
I 041035.46	Other Charges			
	Copy of Council Minutes	Per month	5.00	5.00
	Other Sundry Charges			
I 145060.46	Shire Maps	Per map	6.00	6.00
I 041037.46	Electoral Rolls	Per copy	13.50	13.50
I 132036.46	"Wajarri Wisdom" Book Sales	Per Copy	42.00	42.00
I 132037.46	"A Century of Memories 1910-2010" Book - Soft Cover	Per copy	-free-	-free-
I 132037.46	"A Century of Memories 1910-2010" Book - Hard Cover	Per copy	-free-	-free-
I 132037.46	"As They Saw It" Photographs Book Sales	Per copy	-free-	-free-
I 145015.90	Postage/Freight - book & merchandise sales		per Aust Post	per Aust Post
I 132037.46	Dalwallinu Centenary Medallions	Per medallion	-free-	-free-
I 132037.46	Shire Merchandise - Travel Cup	each	15.00	16.00
I 132037.46	Shire Merchandise - Coffee Mug	each	15.00	12.00
I 132037.46	Shire Merchandise - Coffee Cup Glass	each		16.00
I 132037.46	Shire Merchandise - Drink Bottle	each		17.50
I 132037.46	Shire Merchandise - Black/White Cap	each	10.00	14.00
I 132037.46	Shire Merchandise - Bucket Hat	each	15.00	22.00
I 132037.46	Shire Merchandise - Stubby Cooler	each	5.00	6.00
I 132037.46	Shire Merchandise - Shopping Bag	each		8.00
I 132037.46	Shire Merchandise - Shire of Dalwallinu Magnet	each	2.00	2.50
I 132037.46	Shire Merchandise - Street Sign Magnet	each	4.00	4.00
I 132037.46	Shire Merchandise - Street Sign Replica Sticker	each	30.00	30.00
I 145020.46	Photocopying - First 4 Copies	Per A4 page	0.85	0.90
	- Each Additional Copy	Per A4 page	0.30	0.30
	- Student Copying of Library Books	Per A4 page	0.30	0.30
	- Colour Copies	Per A4 page	0.85	0.90
	Freedom of Information fees as per the Freedom of Information Regulations 1993 Schedule 1 (as per Freedom of Information Act 1992)			
I 145015.46	Freedom of Information (FOI) Application Fee		30.00	30.00
I 145015.46	FOI - Search Fee	Per hour	30.00	30.00
I 145065.46	Special Series Plate Admin Fees		70.00	72.00

General Ledger Account (Code)	Particulars	Unit Rate	2024/25 Charges incl. GST if applicable	2025/26 Charges incl. GST if applicable
LAW, ORDER & PUBLIC SAFETY				
I 051043.43	Bush Fire Infringements			
	These infringement amounts are as fixed by the Bush Fires Act 1954 and regulations			
I 052043.43	Dog Infringements			
	These infringements amounts are as fixed by The Dog Act 1976 and regulations			
I 052046.46	Dog & Cat Pound Fees			
	Shire Impounding Fee	Per dog	100.00	100.00
	Shire Impounding Fee - After Hours	Per dog	130.00	130.00
	Shire Animal Release Fee	Per dog	50.00	50.00
	Shire Pound Sustenance Fee	Per day	20.00	20.00
I 052047.46	Destruction of a Dog Fee	Per dog	50.00	50.00
I 052042.42	Dog Registration Fee			
	These fees are as fixed by the <i>Dog Act</i> 1976 and Regulations			
I 052044.46	Cat Registration Fees			
	These fees are as fixed by the <i>Cat Act 2011</i> and Regulations			
L 930580.00	Bond for Cat cage		100.00	100.00
I 053046.46	Impounded Vehicle/Good Fees			
	Collection of impounded item	per item	500.00	500.00
	Holding fee	daily	15.00	15.00
HEALTH				
I 071042.42	Connection to Sewerage Scheme Fees			
	Waste Water connection fee	Per unit	131.00	134.00
	Waste Water application fee	Per unit	65.00	67.00
I 071042.42	Health Act Fees			
	These fees are as fixed by the Health (Treatment of Sewage and Disposal of Effluent and Liquid Waste) Amendment Regulations 2004		as per Act	as per Act
I 071043.46	Food Act Fees			
	Notification Fee - As per <i>Food Act 2008</i> 110. (3)(c) - Food Regulations 2009	On Commencement	as per Act	as per Act
	Registration Fee - As per <i>Food Act 2008</i> 110. (3)(c) - Food Regulations 2009	On Commencement	as per Act	as per Act
	Re-Inspection Fee	Per inspection	300.00	300.00
I 071042.42	Offensive Trade Fees			
	These fees are as specified in the Health (Offensive Trades Fees) Regulations 1976	As per the regulations		
I 071042.42	Public Building Fees			
	Public Building Approval	Per Approval	260.00	260.00
	These fees are as specified in the Health (Public Building) Regulations 1992			
	Request for Service (Inspection by Officer)			
	as per <i>Local Government Act 1995</i> sec 6.18	Per Hour (or part)	132.00	132.00
I 071042.42	Lodging House			
	Registration of Lodging House (Local health by laws)		180.00	180.00
I 071045.42	Stallholders Fees			
	Daily (<i>Community fundraising organisations are exempt</i>)		50.00	50.00
I 071045.42	Street Traders Licence Fees	Per annum	300.00	300.00

General Ledger		Unit	2024/25 Charges incl. GST if applicable	2025/26 Charges incl. GST if applicable
Account (Code)	Particulars	Rate		
EDUCATION & WELFARE				
I081046	**Under Education & Welfare - Community Hire, Schools & P&C hirers for children's functions receive a 50% discount on fees unless otherwise stated**			
	**Community hire = Community group that is registered in the Shire of Dalwallinu and function is open for all			
	Multi Purpose Early Childhood Learning Centre			
	Activity Room (Other Hirers (subject to availability)) (max 4hrs)	Half day	50.00	50.00
	Activity Room (Other Hirers (subject to availability))	Full day	100.00	100.00
	Activity Room Hire Bond - Refundable	Per hire	210.00	210.00
	Key Bond - Refundable	Per key	70.00	70.00
HOUSING				
I 091210.41	Housing Rentals (Staff)			
(STAFF)	<i>(where otherwise not agreed to in employment contracts)</i>			
	Anderson Way (11B) Dalwallinu	Per week	245.00	251.00
	Annetts Road (36) Dalwallinu	Per week	245.00	251.00
	Annetts Road (68A) Dalwallinu	Per week	-	350.00
	Annetts Road (68B) Dalwallinu	Per week	-	290.00
	Bell Street (3) Dalwallinu	Per week	580.00	593.00
	Cousins Road (6A) Dalwallinu	Per week	318.00	326.00
	Cousins Road (6B) Dalwallinu	Per week	389.00	398.00
	Dowie Street (2) Dalwallinu	Per week	245.00	251.00
	Johnston Street (65) Dalwallinu	Per week	245.00	251.00
	Leahy Street (46) Dalwallinu	Per week	362.00	371.00
	Rayner Street (13) Dalwallinu	Per week	239.00	245.00
	Rayner Street (15) Dalwallinu	Per week	239.00	245.00
	Roberts Road (10) Dalwallinu	Per week	245.00	251.00
	Salmon Gum Place (3) Dalwallinu	Per week	389.00	398.00
	South Street (3) Dalwallinu	Per week	342.00	350.00
	Wattle Close (1) Dalwallinu	Per week	245.00	251.00
	Other Housing Rentals			
I 092411	Non-Employees			
	Anderson Way (11A) Dalwallinu	Per week	280.00	287.00
	Dowie Street (4) Dalwallinu	Per week	245.00	251.00
	Harris Street (8) Dalwallinu (Vet)	Per week	27.00	28.00
	Leahy Street (38) Dalwallinu	Per week	342.00	350.00
	Leahy Street (40) Dalwallinu	Per week	362.00	
	Salmon Gum Place (1) Dalwallinu	Per week	580.00	594.00
	South Street (1) Dalwallinu	Per week	342.00	351.00
	South Street (7) Dalwallinu	Per week	342.00	351.00
	Annetts Road (68C) Dalwallinu - Short term (min 2 nights stay)	Per night	110.00	110.00
	Annetts Road (68C) Dalwallinu - Short term accomodation	Per night	free	free
	Emergency accomodation - subject to meeting criteria			
I 092414	Joint Venture			
	Rentals subject to Dept of Housing Income Test. All household incomes included			
	Following Rentals Indicative Only			
	James Street (Unit 1/11) Dalwallinu*	Per week	245.00	251.00
	James Street (Unit 2/11) Dalwallinu*	Per week	245.00	251.00
	James Street (Unit 3/11) Dalwallinu	Per week	211.00	216.00
	James Street (Unit 4/11) Dalwallinu	Per week	211.00	216.00
	McLevie Way (6) Dalwallinu	Per week	280.00	287.00
	Prior Street (72) Kalannie	Per week	280.00	287.00
	Rayner Street (21) Dalwallinu	Per week	222.00	227.00
	Rayner Street (23) Dalwallinu	Per week	222.00	227.00
I 092412	Aged Persons Housing			
	*Rentals are calculated as 30% of Total Aged Pensions if Tenant can produce a valid Pensioner Entitlement Card			
	Pioneer Place (8) Dalwallinu*	Per week	180.00	184.00
	Sullivan Lodge Units (3)*	Per week	155.00	159.00
	Wilfred Thomas Lodge Units (2)*	Per week	160.00	164.00
L 930580	Bonds			
	Unless the rent for the premises exceeds \$1,200 per week, the security bond must not exceed the sum of 4 weeks' rent			
80	Pet Bond (if tenant has a pet)	3 of 10 pages	per property	260.00
				260.00

General Ledger Account (Code)	Particulars	Unit Rate	2024/25 Charges incl. GST if applicable	2025/26 Charges incl. GST if applicable
COMMUNITY AMENITIES				
I 101047.47	Refuse Removal Charges			
	Once Weekly Service	Per annum	248.00	254.00
	Twice Weekly Service	Per annum	484.00	496.00
	Fortnightly Recycling Service - 240L	Per annum	154.00	158.00
	Fortnightly Recycling Service - 3m3	Per annum	2,740.00	2,806.00
I 102053.46	Refuse Site Charges - Refuse From Out of Shire Front lift bins			
	Household Waste (Kitchen, Food scraps) - dumped in pit	m ³	29.00	60.00
	General Waste (Building, Metal, Green) – not dumped in pit	m ³	22.00	46.00
I 103045.45	Sewage Rates			
	As set by section 41 of the Health Act 1911			
I 103046.46	Septic Tank Pumpouts & Sullage Waste Removal			
	Septic Tank Pump Out			
	- Initial Charge		293.00	300.00
	- Septic Tank Pumpout	Per tank	261.00	267.00
	- Travel Inside Shire (One Way Only)	Per km	4.00	4.00
	- Travel Outside Shire (Both Ways)	Per km	4.00	4.00
	(Minimum travel distance = 15km to dump site)			
	(eg if a property is 50km from Dalwallinu town the total kms would be 50+15=65. 70km from Dalwallinu town and outside of the Shire, the total kms would be 70+70+15=155)			
	Sullage Waste Removal			
	- Initial Charge		312.00	319.00
	- Sullage Waste Removal Charge	Per 500 litres	57.00	58.00
	- Travel Inside Shire (One Way Only)	Per km	4.00	4.00
	- Travel Outside Shire (Both Ways)	Per km	4.00	4.00
	(Minimum travel distance = 15km to dump site)			
	(eg if a property is 50km from Dalwallinu town the total kms would be 50+15=65. 70km from Dalwallinu town and outside of the Shire, the total kms would be 70+70+15=155)			
	Portable Toilet Pumpout			
	- Initial Charge		62.00	63.00
	- Portable Toilet Pumpout	Per Toilet	135.00	138.00
	- Travel (Both Ways)	Per km	4.00	4.00
I 102049.46	Asbestos Waste Disposal			
	From Buildings within the Shire	m3	free	free
	(must be wrapped in appropriate plastic - contact Shire for exact processes)			
I 103048.46	Scheme amendment fees calculated by regulation and available on application.			
	Waste water Headworks charges (applicable when the development is to be connected to the Shire Sewerage Scheme)		2,150.00	2,200.00
	Standard fee per lot/ residential service			
	Stormwater Headworks Contribution per lot		560.00	573.00
I 106046.46	Town Planning Fees - Part 1 - Maximum Fixed Fees			
	The fees for town planning are as set under the Planning and Development (Local Government Planning Scheme) Regulations 2000.	as per Act		
I 106190.46	Liquor Licensing Fees			
	Section 39 Certificate	Per Certificate	64.00	64.00
	Section 40 Certificate	Per Certificate	64.00	64.00
	Extended Trading Permit Referrals	Per Referral	64.00	64.00

General Ledger		Unit	2024/25	2025/26
Account (Code)	Particulars	Rate	Charges incl. GST if applicable	Charges incl. GST if applicable
COMMUNITY AMENITIES				
	Cemetery Fees			
I 107046.46	Interment			
	Adult Burial		726.00	743.00
	Child Burial (under 7 years)		516.00	528.00
	Re - Opening Fee (Ordinary Grave)		170.00	174.00
	" " (Monumented Grave) } plus burial fee		207.00	212.00
I 107047.46	Grant of Right of Burial (25 years) issue or renewal			
	Land for grave 2.4m x 1.2m		111.00	114.00
	Land for grave 2.4m x 2.4m (side by side plots)		166.00	170.00
	Copy of Right of Burial		56.00	57.00
I 107046.46	Additional Burial Services			
	Interment without due notice		72.00	74.00
	Late Interment		72.00	74.00
	Interment (Weekends & Public Holidays)		263.00	270.00
	Grave Digging beyond 1.8m		70.00	72.00
I 107046.46	Exhumation Fees			
	Exhumation Application Fee		516.00	528.00
	Exhumation Fee - Completed by external party		as per actual	as per actual
	Re-interment after Exhumation		337.00	345.00
I 107047.46	Monumental Permit Fees			
	Permit - Headstone Erection		47.00	48.00
	Permit - Monument		47.00	48.00
I 107046.46	Placement of Ashes			
	Disposal of Ashes			
	- Interment of ashes in a family grave } plus reopening fee		72.00	74.00
	Niche Wall Fees			
	- Purchase of single niche		345.00	353.00
	- Purchase of double niche		627.00	642.00
	- Double niche (Second Standard Inscription)		286.00	293.00
	- Plaque only install during the week		84.00	86.00
	- Plaque only install non workday		171.00	175.00
	Interment of Ashes in Niche Wall inc plaque install			
	- Normal workday during the week		117.00	120.00
	- Non workday		239.00	245.00
	Reservations		61.00	62.00
	Cemetery Fees			
I 107047.46	Licences			
	Funeral Directors	Annual	48.00	49.00
	Monumental Workers	Annual	48.00	49.00
	The fees for cemeteries are as set under the <i>Cemeteries Act 1986</i> and Local Laws			
	Public Amenity Fees			
I 107048.46	Dalwallinu Ablution Block			
	Shower - hot water usage	5min	2.00	2.00

General Ledger		Unit	2024/25 Charges incl. GST if applicable	2025/26 Charges incl. GST if applicable
Account (Code)	Particulars	Rate		
RECREATION & CULTURE				
	Under Recreation and Culture - Junior Sports, Schools & P&C hirers for children's functions receive a 50% discount on fees unless otherwise stated			
	Community hire = Community group that is registered in the Shire of Dalwallinu and function is open for all community members			
	Hall Hire Fees			
I 111005.44	Fees applicable for - Wubin Hall Supper Room			
I 111003.44	Fees applicable for - Kalannie Hall			
	Commercial/Retail Trade/Businesses	Per Day	255.00	261.00
	Hourly Fee (min hire of 3 hours)	Per hour	35.00	36.00
	Private Functions	Per Day	168.00	168.00
	Hourly Fee (min hire of 3 hours or \$90)	Per hour	30.00	31.00
	Community Hire			
	a) Without Entry Charge	Per Day	free	free
	b) With Entry Charge	Per Day	84.00	86.00
I 111001.44	Buntine Fire Shed Training Room - Commercial/Retail	Per Day	81.00	83.00
	Buntine Fire Shed Training Room - Private Functions	Per Day	50.00	51.00
	Buntine Fire Shed Training Room - Community Hire			
	Without Entry Charge		free	free
	With Entry Charge	Per Day	33.00	34.00
I 111004.44	Pithara Supper Room - Commercial/Retail Trade/Businesses	Per Day	84.00	86.00
	Pithara Supper Room - Private Functions	Per Day	52.00	53.00
	Pithara Supper Room - Community Hire			
	Without Entry Charge		free	free
	With Entry Charge	Per Day	34.00	35.00
I 111008.46	Discovery Centre - Community Room			
	> Room Hire w/ no set-up	Per Day	92.00	94.00
	>Room Hire w/ set-up	Per Day	149.00	153.00
	Hall Hire Bonds (incl Community Room)			
	refundable on clear inspection		210.00	210.00
	Key Bond	Per Key	70.00	70.00
I113044.44	Equipment Hire			
	Flatfold Tables / per table	Per day	8.00	8.00
	Chairs / Per chair (cream chairs only)	Per day	0.90	1.00
	Chairs / Per chair (black chairs only)	Per day		2.00
	Portable Stage (no set up or delivery included. Dance group excluded)	Per day		100.00
	Equipment Bond		50.00	50.00
I 112046.46	Swimming Pool Fees			
	Gate Admissions			
	Adults, Students & Children (5 - 15 years of age)	Per day	4.00	4.00
	Seniors/Pensioners	Per day	2.50	2.50
	Toddlers (from 0-4 years of age)		free	free
	Spectator Fee	Per day	1.50	1.50
	Multi Entry Booklet (10 x gate entry) - non-refundable	Per booklet	35.00	35.00
	Multi Entry Booklet (20 x gate entry) - non-refundable	Per booklet	60.00	60.00
	Event Entry Fee (eg movie night/disco)		6.00	6.00
	After Hours Usage (2 people needed with Bronze Medallion)	Per 1/2 hour	35.00	36.00
	School - In term Swimming/Carnivals (9am-3pm) - normal school discount is not applicable	Per person	2.50	2.50
I112050.46	Swim School Lessons (1st & 2nd child)	per child/lesson	12.50	12.50
I112050.46	Swim School Lessons (3rd and subsequent child)	per child/lesson	10.50	10.50
I112050.46	Bronze Medallion Course 12hrs (min. 4 participants)	per course	150.00	150.00
I112050.46	Aqua Aerobics Classes booklet (8 sessions - Inc entry fee)	Per booklet		80.00
I112050.46	Aqua Aerobics Classes (Inc entry fee)	per class	15.00	15.00
I112050.46	Aqua Aerobics Classes - Senior/Pensioners (Inc entry fee)	per class		7.00
I112050.46	Private Swimming Lesson	per lesson	-	65.00
I 112046.46	Season Tickets			
	Does not cover School Functions (Carnivals, Swimming Lessons), Private Lessons or Events (No discounts available under this section)			
	Adults, Children, Students		155.00	155.00
83	Seniors, Pensioners		124.00	124.00

General Ledger		Unit	2024/25 Charges incl. GST if applicable	2025/26 Charges incl. GST if applicable
Account (Code)	Particulars	Rate		
	RECREATION & CULTURE			
	Family - (4 members of the same family unit)		435.00	435.00
	- Each extra family member		72.00	72.00
	Discount on Season Tickets			
	15 Kilometres and over from Pool -10%			
	1/2 Season (from 1st January) - 50%			
	Exclusive Use (Manager on duty)			
	Main Pool - Morning & Afternoon Hire	Per hour	86.00	88.00
	Main Pool - Night Hire	Per hour	105.00	108.00
	Hire of Large Inflatable	per hire	60.00	62.00
	Hire of facility to conduct swimming lessons or other water activities (during normal opening hours)	per hour	16.00	16.50
I 113046.44	Reserve Hire Fees			
	Pithara Speedway Club Inc		163.00	163.00
	Dalwallinu Golf Club Course		163.00	167.00
I 113046.44	Lease Fees			
	Dalwallinu Sports Club		2.00	2.00
	Dalwallinu Sports Club		25.00	25.00
	Kalannie Sporting & Recreation Club		2.00	2.00
	Kalannie Sporting & Recreation Club		14.00	14.00
I 113044.44	Dalwallinu Recreation Centre			
	Full Complex			
	(8am - midnight)	Daily	874.00	895.00
	Basketball Court			
	(8am - midnight)	Daily	233.00	238.00
		Hourly	69.00	71.00
	Basketball Court incl. Kitchen/Bar	Daily	364.00	373.00
	Main Hall (previously Oval Room)			
	(8am - midnight)	Daily	291.00	298.00
		Hourly	75.00	77.00
	Main Hall incl. Kitchen/Bar	Daily	416.00	426.00
	Meeting Room or Foyer Only	Daily	93.00	95.00
	Meeting Room or Foyer incl. Kitchen/Bar	Daily	174.00	178.00
	Kitchen/Bar Only	Daily	139.00	142.00
	any additional cleaning (minimum 2 hours)	Hourly	80.00	90.00
	Replacement Access Key Card	each	20.00	20.00
	Other Charges			
	Multi-purpose courts light usage	Hourly	20.00	20.00
	Indoor Sports Hire (eg Basketball, Netball)	Per season	760.00	778.00
	- includes use of Outdoor Courts			
	- Limit One Hiring Per Week			
	Junior Sports Hire	Per season	50% of	50% of
	Oval & Changerooms	Daily	237.00	243.00
	Oval	Daily	90.00	92.00
	Hockey Pavilion - Casual Hire	Daily	80.00	82.00
	Outdoor Sports Hire Oval (cricket)	Per season	222.00	227.00
	Squash Court Tokens - non-refundable	half hour	2.50	2.50
	Ag Society & Art Festival (Whole Complex plus Meeting Room up to 10 times)		875.00	896.00
	Dalwallinu Football Club - (All Home Games, Outdoor Training Sessions & Meeting Room up to 5 times)		3,920.00	4,014.00
	Hockey Pavilion - Season Hire	Per season	1,200.00	1,200.00
L930580.00	Recreation Centre Bonds			
	Full Complex	Per hire	450.00	450.00
	Main Hall or Basketball Courts	Per hire	350.00	350.00
	Meeting Room or Foyer	Per hire	50.00	50.00
	Hockey Pavilion	Per hire	210.00	210.00
	Oval Bond for commercial use	Per hire	500.00	500.00
	Tennis nets and court poles	Per hire	34.00	34.00
	Any Recreation Centre Key	Per key	70.00	70.00
	Equipment Bond (Microphone, Score Board Remote)	Per mic	100.00	100.00
	Portable BBQ bond (Junior Cricket)	Per hire	200.00	200.00
	Government Agencies are exempt from bonds.			

General Ledger		Unit	2024/25	2025/26
Account (Code)	Particulars	Rate	Charges incl. GST if applicable	Charges incl. GST if applicable
RECREATION & CULTURE				
I 113045.44	Wubin Sports Pavilion			
	Commercial/Retail Trade/Businesses			
	Daily Fee	Daily	233.00	238.00
	Hourly Fee (min hire of 3 hours)	Per hour	34.00	35.00
	Private Functions			
	Daily Fee	Daily	165.00	169.00
	Community Hire			
	a) Without Entry Charge	Daily		Free
	b) With Entry Charge	Daily	59.00	60.00
	Wubin Sports Pavilion Bonds			
	Full Complex	Per hire	210.00	210.00
I 113144.44	Kalannie Sports Pavilion			
	Commercial/Retail Trade/Businesses			
	Daily Fee	Daily	233.00	238.00
	Hourly Fee (min hire of 3 hours)	Per hour	34.00	35.00
	Private Functions			
	Daily Fee	Daily	165.00	169.00
	Community Hire			
	Daily Fee	Daily	59.00	60.00
	Kalannie Sports Pavilion Bonds			
	Full Complex	Per hire	210.00	210.00
	Kalannie Sports Ground			
	Oval & Changerooms	Daily	235.00	241.00
	Oval	Daily	89.00	1.00
	Outdoor Sports Hire (eg Cricket, Hockey)	Per season	222.00	227.00
	- Oval, Changeroom, Kitchen, Viewing Room			
	- Limit One Hiring Per Week			
	Kalannie Football Club - All Home Games and Training Sessions)		1,765.00	1,807.00
I 113043.44	Gymnasium Charges			
	Up front fee	Annual	702.00	702.00
	Up front fee paid by up front payment or direct debit	6 Monthly	390.00	390.00
	Up front fee paid by up front payment or direct debit	3 Monthly	195.00	195.00
	Up front fee paid by direct debit only	Monthly	65.00	65.00
	Up front fee paid by direct debit only	Fortnightly	30.00	30.00
	plus - Access Card fee - non-refundable	one off	15.00	15.00
	Corporate membership (5 memberships - minimum)	Annual	3,000.00	3,000.00
	- Each extra corporate member	Annual	550.00	550.00
	Junior (12-18) must be accompanied by an adult	Annual	260.00	260.00
	Junior (12-18) must be accompanied by an adult	6 Monthly	130.00	130.00
	Junior (12-18) must be accompanied by an adult	3 Monthly	65.00	65.00
	Casual Gymnasium Charges			
	Casual option is for non-shire residents (tourists, contractors and irregular business travellers)			
	Up front fee	Weekly	25.00	25.00
	plus - Access Card fee - refundable	one off	15.00	15.00
	Card Replacement Fee	one off	15.00	15.00

General Ledger		Unit	2024/25 Charges incl. GST if applicable	2025/26 Charges incl. GST if applicable
Account (Code)	Particulars	Rate		
ECONOMIC SERVICES				
I 132156.46	Kalannie Caravan Park			
	Kalannie Caravan Park - Powered Site	Per night	-	25.00
	Kalannie Caravan Park - Non-Powered Site	Per night	-	15.00
	Kalannie Caravan Park - Powered Site	Weekly	-	150.00
	Kalannie Caravan Park - Non-Powered Site	Weekly	-	90.00
I 133042.42	Building Control			
	The fees are set in Building Regulations 2012 - Schedule 2 Applications for Building Permit, Demolition Permit, Occupancy Permit and Building Approval Certificate			
I 133042.42	Certificate of Design Compliance	\$1.75/m2	\$305 min fee	\$305 min fee
I 133042.42	Certificate of Construction Compliance	\$1.25/m2	\$80 min fee	\$80 min fee
I 133042.42	Certificate of Building Compliance	\$1.25/m2	\$80 min fee	\$80 min fee
I 133042.42	Bushfire Attack Level Assessment (BAL)	per assessment	400.00	400.00
I 133142.42	Demolition Permit Fee		#	#
I 071046.46	Swimming Pool Enclosures Inspection Fee		58.45	58.45
	# as defined by statutory regulations			
L930580.00	#Building Services Levy (BSL)	\$	#	#
	#Building Approval Certificate	\$	#	#
	#Unauthorised Building Work	%	#	#
I 145005.39	Includes administration fee of \$5.00 (No GST)			
	# as defined by statutory regulations			
L930580.00	Building Construction Industry Training Fund Levy (0.2% of estimated value including GST)	%	#	#
I 145005.39	\$8.25 Administration Fee (inc GST)		8.25	8.25
I 134046.46	Other Economic Services			
	Water from Standpipes	Per kilolitre	11.50	11.80
	1000 Litres = 1 Kilolitre			
L 930580	Swipe Card Bond		50.00	50.00
I 134040.46	Electricity for Electric vehicles	Per Kw	0.55	0.57
	Caravan Park Overflow Charge around Recreation Area	per caravan per night	23.00	23.00
	Highway Signage			
I 135031.31	Highway Signage Sign Display Fee	2 years	150.00	154.00
I 135031.31	Highway Signage Signs Manufacturing Fee	as required	at cost	at cost

General Ledger		Unit	2024/25	2025/26
Account (Code)	Particulars	Rate	Charges incl. GST if applicable	Charges incl. GST if applicable
OTHER PROPERTY & SERVICES				
	Extractive Industries			
I 145015.46	Licence Application Fee		357.00	357.00
I 145015.46	Annual Licence Renewal			
	Excavation less then 1 Hectare		178.00	178.00
	Excavation Greater than 1 Hectare		357.00	357.00
	Secured Sum			
	a) Excavate Sand, Clay etc			
	Rate of Bond per Hectare		1,182.00	1,182.00
	b) Excavate Stone, Gravel etc			
	Rate of Bond per Hectare		1,773.00	1,773.00
	- Licence Transfer Fee		61.00	61.00
	Sales of Stock and Materials			
I 144046.46	- Used Grader Blades	Each	80.00	80.00
	- Used Grader Tyres	Each	160.00	160.00
I 143046.46	- Sand - up to 7m3	m3	27.00	28.00
	- over 7m3	m3	20.00	21.00
	- 5mm, 10mm & 14mm Aggregate ex Stock	m3	93.00	95.00
	- Metal Sweepings	m3	35.00	36.00
	- Used Cement Slabs	Each	3.60	3.70
	- Gravel	Tonne	3.60	3.70
	Delivery and loading not included			
I 141396.46	Private Works Rates			
	Hire of Plant & Equipment - includes Operator (NO dry hire of plant)			
	Staff Hire Rate (All Inclusive - Hourly Rate)	Per hour	cost plus 25% plus GST	cost plus 25% plus GST
	Plant Hire Rate (includes operator)	Per hour	cost plus 25% plus GST	cost plus 25% plus GST
	Private Works based on Cost Plus			
	Cost plus Admin Fee of 12.5%			
	Plus Profit Margin of 12.5%			

9.3.4 Concessional fees and charges – Ashlee Gartrell*

Report Date	27 May 2025
Applicant	Ashlee Gartrell
File Ref	CU/6 – Customer Service Requests
Previous Meeting Reference	Nil
Prepared by	Hanna Jolly, Manager Corporate Services
Supervised by	Jean Knight, Chief Executive Officer
Disclosure of interest	Nil
Voting Requirements	Absolute Majority
Attachments	Email from Ashlee Gartrell

Purpose of Report

Council is requested to consider a request to grant a concessional fee to Ashlee Gartrell for the use of the Kalannie Hall.

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

Background

Ashlee Gartrell has been using the Kalannie Hall since March 2025 to undertake 45-minute fitness classes. Current Fees & Charges is set as an hourly rate of \$35 with a minimum hire condition of 3 hours. Hirers have been allowed to use the facility on pro rata basis if they clean the space after each use. Ashlee Gartrell has been charged four hours use totalling \$140 in March 2025 and one hour use totalling \$35 in April 2025. Her current class attendance is between two to eight participants per session. She has not been charged for any cancelled classes.

Ashlee Gartrell is a registered business name and has a current Australia Business Number (ABN). She has provided her public liability certificate of currency to the Shire.

Consultation

Chief Executive Officer

Legislative Implications

State

Local Government Act 1995 – section 6.12

Policy Implications

Nil

Financial Implications

Should Council support the Officer's recommendation, there will be a loss of revenue from the fees associated with the hire of approximately \$910 assuming the hirer would use the space on average once a week throughout the year.

Venue	Current Rate	Total	Proposed Concession Rate	Total	Loss of Revenue
Kalannie Town Hall	\$ 35.00	\$ 1,820.00	\$ 17.50	\$ 910	\$ 910
TOTAL LOSS					\$ 910



General Function Implications

Nil

Strategic Implications

Shire of Dalwallinu Strategic Community Plan 2017-2027

Outcome 1.4.3 – Enhance youth engagement and utilisation of recreation services

Site Inspection

Site inspection undertaken: Not applicable

Sustainability & Climate Change Implications

Economic implications

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

Social implications

Fitness classes offer a range of social benefits beyond physical health in the community including social interaction and active community participation.

Environmental implications

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

Officer Comment

In the previous years, Kalannie Hall has not been hired out often and utilisation of recreation services is encouraged as part of the Shire's Strategic Community Plan. Therefore, fitness classes would be a great service to have available in the hall which is not utilised many times per year. However, it is to be noted the cleaning currently costs \$42.50 per hour for the Shire, so it is important that this cost is covered through the hire fees or the hirer is responsible for the cleaning.

Officer Recommendation/Council Resolution

MOTION 10401

Moved Cr SC Carter
Seconded Cr DS Cream

That Council direct the Chief Executive Officer to advise Ashlee Gartrell:

1. That a concession in fees of 50% for the use of the Kalannie Town Hall is granted for the purpose of undertaking fitness classes, on the proviso that the space is cleaned after each use, to the satisfaction of the Chief Executive Officer and there is an option for the Shire to cancel the booking if a full paying hirer is wanting to use the Hall;
2. That the concession for the hire of the Kalannie Hall will expire on 30 June 2027.

CARRIED BY ABSOLUTE MAJORITY 5/0

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

Against: Nil



From: [Jean Knight](#)
To: [Hanna Jolly](#)
Subject: FW: I-COR-28450 - Kalannie Hall Fee
Date: Monday, 28 April 2025 2:08:32 PM

From: ashlee gartrell
Sent: Monday, 28 April 2025 2:04 PM
To: Jean Knight <ceo@dalwallinu.wa.gov.au>
Subject: I-COR-28450 - Kalannie Hall Fee

To Jean and the Shire Council,

I am writing to request a review of the hire fees for the Kalannie Hall. I have recently started using the hall two - three times a week to run community fitness classes. I charge \$15 per class for a 45-minute session, aiming to keep the classes affordable and accessible to everyone. Attendance varies between 2 to 8 participants per session.

Currently, the hall hire fee of \$35 per hour making it financially unviable for me to continue offering these classes at an affordable rate. My aim is to provide a regular, healthy, and social activity for our community, but the hire costs are becoming a significant barrier.

Would the council please consider offering a reduced fee, or another alternative arrangement that would better support me going forward.

Look forward to hearing from you.

Kind regards,

Ashlee Gartrell

9.3.5 Concessional fees and charges – Dalwallinu Baptist Church*

Report Date	27 May 2025
Applicant	Dalwallinu Baptist Church
File Ref	CU/6 – Customer Service Requests
Previous Meeting Reference	Nil
Prepared by	Hanna Jolly, Manager Corporate Services
Supervised by	Jean Knight, Chief Executive Officer
Disclosure of interest	Nil
Voting Requirements	Absolute Majority
Attachments	Letter from Dalwallinu Baptist Church

Purpose of Report

Council is requested to consider a request to waive fees and charges to the Dalwallinu Baptist Church for the use of the Dalwallinu Recreation Centre Basketball Court including the Kitchen for the purpose of running the Dally Youth Group.

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

Background

At the Ordinary Council Meeting held 23 August 2022 Council resolved the following:

'MOTION 9952

Moved Cr MM Harms
Seconded Cr JL Counsel

That Council:

1. Supports the proposal from Badimia Bandi Barna Aboriginal Corporation to establish an Aboriginal Art Centre in the Dalwallinu Town Hall;
2. Delegates authority to the Chief Executive Officer to enter into a lease agreement for the unoccupied portion of the Dalwallinu Town Hall to be utilised by the Badimia Bandi Barna Aboriginal Corporation at a monthly fee of \$150.00;
3. Requests that the Chief Executive Officer make alternative arrangements for the Dalwallinu Districts Ballet Group and Dalwallinu Baptist Church Youth Group to utilise the Dalwallinu Recreation Centre;
4. Provides:
 - a) a concession to the Dalwallinu Districts Ballet Group for the use of the Dalwallinu Recreation Centre (excluding the basketball courts) being equivalent to 50% of the cost of the Discovery Centre Community Room (no set up fee) rate as per Councils' Fees & Charges Schedule, on the proviso that the space is cleaned after each use, to the satisfaction of the Chief Executive Officer;
 - b) a concession to the Dalwallinu Baptist Church Youth Group of 100% for the hire of the Dalwallinu Recreation Centre foyer and meeting room, on the proviso that the space is cleaned after each use, to the satisfaction of the Chief Executive Officer.

CARRIED BY ABSOLUTE MAJORITY 8/0'

The previous concession for the Dalwallinu Baptist Church was granted for the use Dalwallinu Recreation Centre foyer and meeting room only. There has been an administration oversight in the previous years and the Dalwallinu Baptist Church has been allowed to use the Dalwallinu Recreation Centre Basketball court in the recent years instead of the foyer or the meeting room.



Dally Youth Group has successfully ran for the past eight years offering activities and character-building programs for the youth of Dalwallinu and surrounding areas.

Consultation

Chief Executive Officer
Customer Service Officer

Legislative Implications

State

Local Government Act 1995 – section 6.12

Policy Implications

Nil

Financial Implications

Should Council support the Officer's recommendation there will be a loss of revenue from the fees associated with the hire of approximately \$5,096.

Venue	Current Rate	Total	Proposed Concession Rate	Total	Loss of Revenue
Dalwallinu Recreation Centre (Basketball Court inc Kitchen) (14 hires x 3 hours)	\$ 364.00 (\$69.00 per hour court only)	\$ 5,096.00	\$ 0.00	\$ 5,096.00	\$ 5,096.00
TOTAL LOSS					\$ 5,096.00

General Function Implications

Nil

Strategic Implications

Shire of Dalwallinu Strategic Community Plan 2017-2027

Outcome 1.4 – Improve youth activities and services

Site Inspection

Site inspection undertaken: Not applicable

Sustainability & Climate Change Implications

Economic implications

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

Social implications

Youth activities may have a positive impact on the social wellbeing of the youth in the community.

Environmental implications

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



Officer Comment

Dalwallinu Baptist Church runs youth group for all high school aged children on Friday nights annually during terms 2 and 3. Officers at the Shire have had no issues with the use or cleanliness of the facilities in the recent years.

Improved youth activities and services is included in the Strategic Community Plan for 2017-2027. As the concession is requested for youth activities, it would be reasonable for the Council to support this request.

Officer Recommendation/Council Resolution

MOTION 10402

Moved Cr SC Carter

Seconded Cr S Dawson

That Council direct the Chief Executive Officer to advise the Dalwallinu Baptist Church:

1. That a concession to the Dalwallinu Baptist Church Youth Group of 100% for the hire of the Dalwallinu Recreation Centre Basketball Court including Kitchen is granted, on the proviso that the space is cleaned after each use, to the satisfaction of the Chief Executive and there is an option for the Shire to cancel the booking if a full paying hirer is wanting to use the space;
2. That the concession for the hire of the Dalwallinu Recreation Centre Basketball Court including Kitchen will expire on 30 September 2027.

CARRIED BY ABSOLUTE MAJORITY 5/0

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

Against: Nil



Dalwallinu Baptist Church
P O Box 88
Dalwallinu WA 6609

4 May 2025

Attention: Council
Shire of Dalwallinu
PO Box 141
Dalwallinu WA 6609

Dear Council Members

RE: Use of indoor basketball courts

We request the use of the indoor basketball court for a youth program on Friday nights during second and third terms.

Our church, as a non-profit organisation, has successfully run the Dally Youth Group for the past eight years offering activities and character-building programs for the youth of Dalwallinu and surrounding areas. We operate under the Safe Church guidelines ensuring our volunteers have a Working with Children check in line with government requirements. Our Dally Youth Group program gives young people an outlet socially and encourages strong mental health by teaching them life coping skills.

As the use of the indoor basketball court would be for the youth of the town, we respectfully ask that we not be charged for its usage. Our past use of the Recreation Centre has shown that we leave it clean and tidy after every session.

Your consideration of our request is greatly appreciated.

Danny Wojcik
Dalwallinu Baptist Church, Pastor

3.40pm Item 9.4.1 – Cr S Dawson declared a Financial Interest in this item and left the meeting.

9.4 CHIEF EXECUTIVE OFFICER

9.4.1 Lease of Level 1 – Dalwallinu Discovery Centre to Dalwallinu Haulage*

Report Date	27 May 2025
Applicant	Shire of Dalwallinu
File Ref	A46202
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	Draft lease

Purpose of Report

Council is requested to renew the lease with Dalwallinu Haulage for Level 1 of the Dalwallinu Discovery Centre for another two (2) years.

Background

The original lease had an expiry date of July 2024. This lease had an option to renew for another five (5) years, however the lessee advised that they wished to only renew the lease for another twelve (12) months.

At the Ordinary Council Meeting held 28 May 2024, Council resolved the following:

'MOTION 10244

Moved Cr SC Carter

Seconded Cr JH Cruz

That Council:

1. Agrees to renew the lease of Level 1 of the Dalwallinu Discovery Centre to Dalwallinu Haulage for a period of twelve (12) months commencing from 1 August 2024 for the amount of \$11,322.12 (ex GST) per annum with an annual CPI increase;
2. Authorises the Shire President and Chief Executive Office to sign and affix the Common Seal to the lease agreement between the Shire of Dalwallinu and Dalwallinu Haulage as per Point 1 above.

CARRIED 6/0'

The lease was renewed and has an expiry date of 31 July 2025.

Consultation

Nil

Legislative Implications

State

Local Government (Administration) Regulations 1996 – Reg 30

Local Government Act 1995 – section 3.58



Policy Implications

Nil

Financial Implications

Nil

General Function Implications

Nil

Strategic Implications

Nil

Site Inspection

Site inspection undertaken: Not applicable

Sustainability & Climate Change Implications*Economic implications*

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

Social implications

There are no known social implications associated with this proposal.

Environmental implications

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

Officer Comment

The Officer has contacted the lessee and they wish to renew the lease agreement for another two (2) years.

There have been no issues with this lease during the past six (6) years.

The new lease value has had the March quarter CPI of 2.4% applied.



Officer Recommendation/Council Resolution

MOTION 10403

Moved Cr JL Counsel
Seconded Cr DS Cream

That Council:

1. Declares that it believes that the valuation for the entire Level 1 of 49-53 Johnston Street, Dalwallinu, being the building on the land which is Lots 152 and 153 on Deposited Plan 229969 of \$11,000.00 (inc GST) per annum undertaken by LMW in May 2019 is a true indication of the value of the proposed disposition;
2. Authorises the Chief Executive Officer to advertise the proposed disposition of the entire Level 1 of 49-53 Johnston Street, Dalwallinu, being the building on the land which is Lots 152 and 153 on Deposited Plan 229969 for the amount of \$12,753.22 (inc GST) per annum for a two (2) year period, commencing 1 August 2025;
3. Subject to not receiving any public submissions, authorises the Chief Executive Officer to commence the disposal by way of lease, of Level 1 of 49-53 Johnston Street, Dalwallinu, being the building on the land which is Lots 152 and 153 on Deposited Plan 229969 as per the requirements of the *Local Government Act 1995, Section 3.58*;
4. Subject to approval from the Minister of Lands, authorises the Chief Executive Officer to finalise the disposal, by way of lease, of the entire Level 1 of 49-53 Johnston Street, Dalwallinu, being the building on the land which is Lots 152 and 153 on Deposited Plan 229969;
5. Authorises the Shire President and Chief Executive Officer to sign and affix the Common Seal to the lease agreement between the Shire of Dalwallinu and Dalwallinu Haulage as per Point 2 above.

CARRIED 4/0

For: President KL Carter, Deputy President SC Carter, Cr JL Counsel, Cr DS Cream
Against: Nil

3.41pm Cr S Dawson returned to the meeting.





Lease Agreement

Between

Shire of Dalwallinu

And

Dalwallinu Haulage

ITEM 4 RENT

Commencement date of rental payment	1 August 2025
Yearly Rent for the first year of the term	\$11,593.84 (ex GST)
Monthly Rent	1/12 th of Yearly Rent (\$966.15 ex GST)
Rent due date	The first day of each Month as from 1 August 2025
Rent reviews	Annual – CPI Increases (March quarter)

ITEM 5 RENEWAL OPTION

Not applicable

UNCONFIRMED
DRAFT

PREAMBLE

1. (a) The pronouns “you”, “your” used in this lease, refer to the lessee as further defined in Clause 49.
- (b) the pronoun “we, “us”, refer to the lessor and as further defined in Clause 46.
- (c) the words “your agents” and “our agents” as further defined in Clause 46 refer to the respective agents, contractors and employees of you and us from time to time and includes our agent who manages the land and premises and building who is nominated by us to you from time to time. We confirm that notices and correspondence given by or to our agents shall be binding on us and given with our authority, unless we tell you to the contrary in writing before the giving or receiving of each such notice or correspondence.
- (d) Certain words and phrases in this lease are defined and other interpretive provisions are given in Clause 46.

COVENANTS

2. (a) **Payment of Rent**

You agree with us to pay the rent and all other money payable by you and to observe your obligations as set out in this lease. If we request it, you will pay the rent by direct deposit into an account, details of which we give you.

(b) **Quiet Enjoyment**

We hereby grant you a lease of the premises on the terms set out in this lease and agree that provided you pay the rent and observe your other obligations under this lease, and those implied by law (but the provisions of this lease shall apply in the event of any conflict with implied provisions) we will allow you to peaceably hold and quietly enjoy the premises without interruption. We also agree to observe our other obligations under this lease.

(c) **Statutory and other Requirements and Rights**

We warrant:

- (i) That the land is a reserve under section 41 of the *Land Administration Act*, being Reserve No. 16810 (“Reserve), and is subject of a management order pursuant to section 46 of the *Land Administration Act* of which we are the management body;
- (ii) As the management body of the Reserve, we have the power to grant this lease and any new lease which arises pursuant to you exercising the option in clause 3;
- (iii) The Minister for Lands is to consent to the grant of this lease and the signage rights;

- (iv) That all statutory requirements and the requirements of any authority in respect of the construction of the building and the premises have been satisfied;
- (v) That your use of the premises as commercial offices is in compliance with all statutory requirements;
- (vi) That any mortgagee of the premises has consented to the grant of this lease and the signage rights; and
- (vii) That any Strata Company has granted such rights and has done such things as are necessary to enable you to exercise, and consented to, the Signage Rights.

OPTION

3. Lease extension - Not applicable

OCCUPATION AFTER TERMINATION OF TERM

4. Where with our consent you continue to occupy the premises after the expiration of the term (other than under a new lease) then you will be a tenant of the premises from month to month at the same rental as was being paid by you immediately before this lease ended and otherwise on the terms of this lease so far as they can be applied to a monthly tenancy. That tenancy may be terminated at any time by our giving you three (3) months' notice to quit in writing, expiring at any time or by you giving to us three (3) months' notice in writing of your intention to vacate the premises, expiring at any time. Any notice to quit need not give any ground.

DESTRUCTION OR DAMAGE TO THE DEMISED PREMISES

5. (a) If the premises or building are destroyed or damaged without any default or neglect on your part, clause 31(b) will be suspended. If the premises or building are destroyed or so damaged that your normal business cannot continue in them, your obligation to pay the whole of the rent and any outgoings (if any) will be suspended. If the premises or building are substantially damaged but business can continue then a fair and just proportion of the rent and any outgoings according to the nature and extent of the damage will be suspended until you can re-occupy and use the whole of the premises as previously after we substantially, and to a comparable standard, rebuild or reinstate the premises but the need not be of the same design. For the purposes of this clause, the rent accrued from day to day.
- (b) In a case of total or substantial destruction, whether with or without default on your part, which renders the premises unfit for occupation, you or we may at any time by notice in writing after the destruction, terminate the lease and it will determine forthwith but without prejudice to any rights which in the event either of us may have or which might previously have accrued to either of us against the other.

- (c) If at any time during the term hereof or any continuation of your occupation, the premises form part of a Strata Scheme, our covenants in this clause 5 include the covenant that we will use our best endeavours to procure the Strata Company of such scheme to effect the reinstatement, repair and rebuilding of the building and fixtures of such scheme in accordance with the foregoing clauses.

MONEY PROVISIONS

6. Rent

- (a) The rent for the first year of the term will be the sum specified in Item 4 of the Reference Data. It is payable by the monthly payments specified in Item 4 of the Reference Data on the first day of each month on and from the date specified in Item 4 of the Reference Data.
- (b) The rent calculated at \$11,593.84 (ex GST) per annum is for the agreed area of the premises of 108 square metres and excludes any GST payable by us.

7. Outgoings

Unless the contrary is provided elsewhere in this lease:

- (a) We will pay all outgoings for the land, the building and premises (or will procure any Strata Company to pay them). Without limiting the generality of the foregoing or outgoings of a novel nature, a reference to outgoings for the land, the building and premises includes but is not limited to:
- (i) Any payments to any authority including any water rates, council rates, emergency levy rates and land tax;
 - (ii) Insurance premiums and stamp duty on the policy for any insurance we may reasonable effect from time to time;
 - (iii) The cost incurred in cleaning and supplying materials for use on the exterior of the premises including windows, the land and the building and any common area including wages and contract charges;
 - (iv) Costs of a capital nature including any renovations of the building;
 - (v) The cost of removing rubbish and waste from any common area;
 - (vi) The cost of lighting and power for any common area and any part of them and the premises if not separately metered;
 - (vii) The cost reasonably incurred by us for gardening and maintaining services;
 - (viii) Any strata levies and other payments to any Strata Company where there is a Strata Scheme of which the premises form part; and
 - (ix) The cost of having the gardens, footpaths and external windows of the premises cleaned on a regular basis;
- (b) You will have no liability to reimburse us for any outgoings which we incur
- (c) You will pay for all electricity which is metered and consumed within the premises in respect of general light and power;

- (d) You will bear all costs of cleaning the premises by undertaking that cleaning yourself or engaging others to undertake the cleaning and your paying their costs yourself, or if you fail to comply with clause 18, by paying us a fee for such cleaning when we elect to do that cleaning or cause that cleaning to be done;
- (e) Apart from the costs of electricity you are to bear as specified in clause 7c, we will bear the costs of all electricity including in respect of common areas and air conditioning power costs.

8. GST

- (a) The payment of rent and any other payments under this lease ("Payments") are exclusive of GST.
- (b) Subject to sub-clauses (c), (d) and (e), the Payments will be increased by an amount related to our liability for GST in respect of Taxable Supplies made under this lease for which rent is payable. We must give you a proper Tax Invoice for each taxable supply we make under this clause.
- (c) Notwithstanding any other provision of this lease, your liability under sub-clause (b) must not, in any circumstances or at any time exceed 1/10th of the Payments or 1/10th of any payment made on account of the Payments.
- (d) You are hereby granted, by us, the entitlement to receive the benefit of any reductions in the actual cost to us of making the Taxable Supplies related to this lease and the premises (or either of them) arising out of any reduction in or abolition of taxes or statutory charges in respect of the cost of such Taxable Supplies and we agree that the Payments hereunder shall be reduced to make allowance for any such reductions as is appropriate.
- (e) Notwithstanding any other provision of this lease, if any Payment due under this lease is a reimbursement or is an indemnification by one party (the paying party) of an expense, loss or liability incurred or to be incurred by the other party (the receiving party), such Payment shall exclude any amount for which the receiving party is entitled to claim an Input Tax Credit, so that there shall be only one amount payable by the paying party to the receiving party, on account of GST for that Payment.

9. Costs

- (a) You must pay us all the expenses (including legal costs) we may incur in giving or refusing any consent or authority which you may request and generally to pay all money we may extend or be liable for in consequence of any default you commit or allow.
- (b) You do not need to pay our solicitor's legal fees for the preparation and stamping and registration of this lease or any new lease.

- (c) You must pay stamp duty and registration fees (if any) on this lease and any new lease.
- (d) You must pay the reasonable costs of our obtaining the consent of any mortgagee to this lease and any new lease
- (e) We will pay the costs of our obtaining a survey of the premises if required for registration of the lease.
- (f) If you do not make any payment when due, then without prejudice to any other rights we may have, you are to pay all expense (including legal costs on a solicitor and own client basis) incurred in recovering rent or other money and all those expense will be deemed to be rent.

10. Interest

You must pay interest on any amount unpaid from the due date for payment until payment in full and also on any judgement we may obtain against you from the date of judgement until it is satisfied, at the rate of 10% per annum and the interest will be deemed to be rent. Interest will not be payable when a payment dues is paid within 21 days after the due date or after we serve notice on you to make the payment whichever is the earliest date.

MAINTENANCE OF BUSINESS AND USE OF PREMISES

11. (a) Permitted Use

You may use the premises as a commercial office.

(b) Rights to be Exercised

- (i) We permit you and all persons lawfully authorised by you in common with others having the like rights, to have access to the premises twenty four (24) hours per day and to exercise and enjoy the right to pass and re-pass whilst on foot over and through any common areas, appropriate entrances and exits to the building and land, including fire exits, all vestibules, passages and stairways in the building and those parts of Land to provide access to the premises, including toilets, wash rooms an kitchen facilities.
- (ii) We will permit you to use nominated toilets, wash rooms and tea rooms in the building available for shared use by tenants provided that you will ensure that after you use they are left in a reasonably clean and tidy condition and are only used by you for the purposes and in the manner which they are deemed to be used.

(c) **Maintaining the Building**

- (i) We shall maintain (or shall procure any Strata Company to maintain) the building and all our fixtures and fittings therein including air conditioning and air circulation equipment and to the extent of our control over the activities if any other tenant or occupant of the building and land to the effect that the land, building and premises shall be maintained clean and in good lettable condition with a safe and comfortable working environment for the purposes of your business.
- (ii) We shall (or shall procure any Strata Company to) take all steps reasonably required to clean and maintain the building and land (including all common areas, any car park and exterior of the building) and all our fixtures and fittings and appurtenances including air conditioning and air circulation equipment (other than such equipment which is yours) to the land in good workable condition and renew and replace the same as from time to time shall be required for such purpose and shall take all reasonable steps as soon as possible to repair any defective equipment or appurtenances upon receipt of written notice from you of any defect therein and to the extent reasonably required shall maintain the security of the premises for the purposes of your business.
- (iii) We will at our cost procure that any works requiring capital expenditure will be undertaken promptly at our expense.
- (iv) If any of the appurtenances or equipment are inoperative or fail to operate in a manner which provides a safe and comfortable environment within the premises, you may install and use such other heating and cooling appliances as are reasonably required to provide a safe and comfortable working environment, having regard to the nature of your business.
- (v) Should we in your reasonable opinion fail to comply with this clause and our obligations under this lease after you have given written notice to us of any defect or repairs and replacement, requiring rectification, within three (3) months after you give us such notice, you may at your discretion elect to terminate this lease by giving of a further three (3) months' notice to us of such termination.

(d) **Privacy and Security**

We recognise that you are a business and we agree that any access to the premises under this lease (except in the case of an emergency) by us or our mortgagee or any other person claiming through us will only be given during normal business hours at the mutual convenience of you and us and subject to

the condition that any person so entering the premises shall be accompanied by one of your staff. Unless otherwise agreed to by you we shall give at least two days' notice of the request for any such inspection and the time at which it is required.

(e) **Pay Business Accounts**

You or your nominee at your expense must comply with all laws and lawful requirements relevant to your use of the premises. Your failure to do so will not in any way affect your other obligations. You must also promptly pay all accounts referable to you for the business including applicable electricity, gas and telephone accounts for services connected to the premises for your business purposes including electricity for general lighting and power servicing the premises only.

GENERAL USE OF PREMISES

12. No Illegal use

You must not:

- (a) Use the premises in any harmful, offensive or illegal way;
- (b) Keep any animal on the premises; or
- (c) reside or sleep in the premises.

13. Not cause nuisance

You must not cause any nuisance on or near the premises which may through noise, odour, vibration or in any other way adversely affect occupiers or neighbouring premises. The normal use of the premises under this lease will not be in breach of this clause.

14. Not overload

You will not permit the floors and structure of the premises to be adversely affected by overloading or vibration nor disturb or break waterproof sealing or finishes in the premises. If that happens you will forthwith repair them.

15. Only use electrical facilities provided

Unless you obtain our prior consent, you must not use any form of heating or lighting except by means of the facilities we provide, nor overload any electrical circuits.

16. No Auction

You must not without our prior consent in writing hold any auction on the premises.

17. Not to undermine Insurance

You must not do anything or allow on the premises anything which may render void or voidable any policy of insurance which we have taken out and of which we have given

you written particulars, unless we give prior consent in writing, which we will not unreasonably withhold.

CONDITION OF PREMISES

18. Keep clean

You must keep the interior of the premises clean, including windows and internal walls. If you do not, without being obliged to and without becoming liable for what we may or may not do we may have the cleaning done and you must pay us forthwith on demand the reasonable costs we have incurred.

19. Remove rubbish

You must remove all your waste and rubbish from the premises, the land and the building or place it in receptacle provided for that purpose for the use of all occupants of the land. We will provide a standard rubbish disposal service from the land.

20. Keep free from pests

You must make reasonable endeavours to keep the premises free from pests and vermin provided we have taken steps to keep the land and building free of vermin and pests.

21. Notify diseases

You must advise the appropriate authorities of and do what must be done to combat infectious or notifiable diseases. You will likewise inform us and if we require it, you will at your expense effectively fumigate and disinfect the premises.

22. Keep in good repair

You must at your own cost, keep the premises and all you appurtenances clean and must repair damage caused by you, except for fair wear and tear and damage beyond your reasonable control. Without limiting them, the appurtenances include the carpets, floor coverings, blinds, fittings, water closets, drains, spouting and pipes.

23. Repair or replace various items

You must promptly and at your own expense repair or replace any defective light bulb and fluorescent tube in the premises. You must repair any damaged glass, window, door lock, latch, tap, power outlet, in the premises, which are damaged by your act or neglect. Such repairs or replacements must be carried out promptly during your use or occupation of the premises.

24. Do work required by law

You will carry out any work required by law, required by a change in the nature of your use of the premises after the commencement of this lease. You will give us prior notice of the work required and you will carry it out in accordance with our reasonable

requirements. You will obtain at your expense all consents and approvals required before and, where required, after you do such work. You will not be required to carry out structural work, unless it is specifically required by reason of the change of your use.

25. Use W.Cs properly

You must not use water closets and other water apparatus for any purposes other than those for which they are provided.

26. Allow entry to view

Subject to sub-clause 11(d), after we give you reasonable prior notice of our intention to do so, you will allow us and those we engage for the purpose to enter the premises at all reasonable times to view their state of repair. You will forthwith make any repairs which are your responsibility and of which we give notice in writing. If you fail to do so within a reasonable time then we may have it done and you will pay us forthwith on demand, the costs incurred.

27. Signs and objects

- (a) You must not, without our prior written consent (and where appropriate, the prior consent of the owner of the building), put any writing, marking or signs on the premises or the building. We will not withhold consent unreasonably. When you leave the premises, you will remove those things and make good where they were, and if you do not we may do so at your expense.
- (b) Save as allowed under clause 33(a), you must not without our prior written consent fix any object (including blinds) to the premises or the building. We may refuse consent or we may give consent subject to such conditions as we see fit to impose.

28. Air conditioning and interruption of services

Where any heating, ventilation or air conditioning equipment is installed by us or any Strata Company in the building for use in the premises or the building, the following provisions shall apply:

- (a) Where such equipment is installed in or about the building, you will, to the extent of your control over the same, use and regulate the same to ensure that that equipment is employed to the best advantage in the conditions from time to time prevailing and used on a proper manner in the premises. You shall only be responsible for any damage to the said equipment caused by your servants or employees;
- (b) the use and operation of that equipment and the extent to which you have control of it shall be at our discretion but subject to our covenants herein;
- (c) we shall ensure that air conditioning and air circulation is available to the premises for operation by you during normal business hours (being 7am to 6pm Monday to Friday, excluding public holiday), except in the case of

emergency or failure over which we have no control. We shall ensure the air conditioning will provide comfort between 21 and 24 degrees Celsius. We will regularly (or will procure any Strata Company to) service, clean, maintain, repair and replace the air conditioning equipment including the chillers, filters, machinery, air circulation and conduit pipes of the equipment at our expense.

29. You will pay the cost of normal maintenance of the air conditioning equipment (no more than once each quarter of a year). We will pay the cost of any cleaning and maintenance which may be required in addition to normal maintenance, including with respect to health safety standards, repairs including the costs of major repairs or replacements of plat, chillers and associated equipment will be paid by us or the Strata Company, but not the costs of repairs or replacements nor the costs of repairs or maintenance, where they are caused by any negligent or wilful act or omission on your part.

30. **Decorative repair**

- (a) At the end of the lease, or if you are granted any new lease or holding over occupation rights, then at the end of your occupation, you must leave the premises clean and tidy and in the same general state of repair decoratively, as they were when the lease began, but subject to any changes we have agreed to and subject to fair wear and tear. You will not be responsible for replacement of carpet in the premises. You and we agree that the provision of clause 30(b) and 31 are reasonable conditions for complying with this Clause.
- (b) You will during the term of your occupancy keep the premises clean. You will not be required to pain or repaper the premises unless you have caused damage to the walls or surfaces in excess of fair wear and tear, but you shall on reasonable notice and provided we do not unreasonably disrupt your usual business in the premises permit us at reasonable periods to enter the premises in order to paint and paper the same and properly treat internal surfaces which are at the commencement of your occupation painted or papered with paint or paper of no less quality than that on the surfaces at the date of your first occupation in such design and colour as we may reasonably require.
- (c) We will maintain the building and premises at our expense, subject to the right to terminate this lease in circumstances referred to in clause 5.
- (d) We will, or where appropriate, we will procure the building owner or any Strata Company to, touch up and where reasonably required, repaint the exterior and interior of the building and premises and will at least once in each six year period of the term fully repaint the interior and exterior of the building and premises.

31. **Use of fit out, condition of premises and entry at end of lease**

- (a) You may use any existing fit out in the premises as at the Commencement Date ("existing fit out"). You may, at your cost, with our consent (which will not be unreasonably withheld) vary or improve the existing fit out or install your own

fit out during the Term. Where the variation or improvement involves the installation of fixtures and fitting they will constitute the "Lessee's Items".

- (b) Whenever your occupancy ends, having regard to the condition of the premises at the commencement of the lease and any alterations we have made, and after allowing for fair wear and tear and damage beyond your reasonable control and damage or events for which we or any reasonable lessor has or ought to have had insurance protection, you must yield up the premises in a clean condition. You must remove the Lessee's Items unless we request you to allow them to remain in which event you must comply with our request. You must repair any damage arising from the addition of the Lessee's Item's and the removal of the Lessee's Items.
- (c) If you have not exercised the option for a new lease or this lease does not provide for an option and at the time three (3) months prior to the termination of this lease you have not requested in writing that a new lease be granted to you, you will allow us or our manager or letting agents and prospective tenants or occupiers to enter the premises at all reasonable times during the period of three (3) months prior to the expiration of the term. This clause is subject to your rights under sub-clause 11(d).

32. Alterations

- (a) Subject to sub-clause 11(d), you will allow the building owner and us and those we engage for the purpose, at any time to repair or renovate the premises or to install or replace any service or item or to do work of a structural nature whether because of a requirement by law or not. For that purpose you will allow entry to the premises. Except in the case of emergency, we will give reasonable notice of intention to enter and of the intended work. Any work will be carried out as quickly as possible and with as little inconvenience as is reasonably achievable.
- (b) You must not alter, add to or damage any part of the premises without prior consent in writing from us, which will not be unreasonably withheld. It may be a condition of our consent that any alteration or addition will be at your sole cost and subject to our directions or those of any constant we engage, whose expertise is relevant to the case (whose fees you will pay).
- (c) Unless we otherwise agree in writing you must at the later of the end of the lease or your occupancy of the premises, remove your fixtures and fittings which we require or you desire to be removed, with the exception of the fit out if any carried out by us at the commencement of this lease or your occupation and any addition replacement or change made by us during the lease and you must repair any damage caused by doing so and if you do not, we may have the restoration done at your cost.

33. Your Property

- (a) Subject to clause 32 or any other relevant term or condition in this lease, you may have on the premises the chattels, fittings, equipment and stock-in-trade reasonably needed for your use of the premises from time to time. You may at your own expense during or at the end of the term of the lease or your occupation remove all your property. You must make good any damage caused to the premises by such removal to our satisfaction and if you do not, we may have it done at your cost.
- (b) Any fixtures and fittings not removed by you as provided by clauses 32 and 33a) will, at our option, become our property without any compensation to you and may be dealt with as we see fit. Any money we receive from a disposal of the fixtures and fittings will be applied by us first in paying or reducing any money owing to use under the lease, and we will not be responsible to account to you for any balance.

INSURANCES

- 34. (a) You will promptly notify us in writing of any significant accident, defect or damage to or in the premises of which you are aware or ought reasonably to be aware.
- (b) You must have a policy of insurance for public liability for the premises and your use of the premises giving the cover we require or if we do not require otherwise, giving a public liability cover of not less than TEN MILLION DOLLARS (\$10,000,000.00) for any one single event. The policy will extend to cover death or injury to any person and to damage to the property of any person sustained when the person is on or near the premises and the damage is caused by you. The policy will bear an endorsement of our interest as owner of the premises and you as occupier. Whenever we request it, you will give us evidence of the currency of such insurance.
- (c) You must have insurance with a reputable insurer against breakages caused by you of the plate glass (if any) in the premises and the glass forming part of the windows and doors defining the exterior boundaries of the building or premises. If we require it, you will produce evidence of the currency of such insurance or the receipt for each premium. You must expend all money received under any such insurance in reinstating such of the glass as may be damaged by you and, if the cover is insufficient, you must pay the shortfall.

INDEMNITIES

- 35. (a) You indemnify us and the Minister for Lands against claims for loss, damage or injury caused or contributed to by any act or omission by you involving:
 - (i) the breach or non-observance by you of any term in this lease;

- (ii) the waste or overflowing of water or the escape or leakage of electricity, caused by your negligence;
 - (iii) you making or attempting to make any unauthorised alteration to the premises.
- (b) Unless caused by any negligent or wilful act or omission on our part or failure to carry out repairs by us or the building owner, we will not be liable for any claims for:
 - (i) any damage done by the leakage or entry of rain or other water into or on the premises or for the influx of water from any sprinkler on the premises; or
 - (ii) any damage arising from any defect in the gas, electricity or water supply connections or any attached fittings or appliancesunless we knew or ought reasonably to have known of the matter which caused the damage or you or another tenant has given us notice of the existence of the defect or the circumstances or event which gave rise to the damage and we have not acted in a reasonable manner and time to rectify it or request the building owner to rectify it.
- (c) Indemnities herein given by you shall be restricted to losses or damages to property or person in or about the premises.

ASSIGNMENT

36. (a) You will not assign the lease or grant any rights to or over the lease or the premises or part with possession of the premises without our and that of the Minister for Lands prior consent in writing. That consent will not be arbitrarily or unreasonably withheld in the case of an assignment of the premises if:
- (i) the proposed assignee is a respectable and financially responsible person, the onus of proving which to our satisfaction, is yours;
 - (ii) when seeking consent, you provide us with:
 - (A) the name, address, occupation and any business address of the proposed assignee;
 - (B) at least two character and business references from respectable sources;
 - (C) evidence that the proposed assignee is suitably experienced for the purpose for which the premises are or are to be used;
 - (D) a statement of the proposed assignee's assets and liabilities;
 - (E) an authority from the proposed assignee to his bank authorising the bank to give a financial reference to our solicitors;

- (F) in the case of a proposed company assignee, the latest available accounts and balance sheet of the company;
 - (iii) you pay our reasonable expense for giving consent including all legal and other expenses incurred for any enquiries which may be made about the respectability and financial responsibility of the proposed assignee;
 - (iv) all rent and other money due or payable at the date of assignment have been paid and there is no existing unremedied breach by you of a term of this lease which we have not waived; and
 - (v) the proposed assignee has in writing agreed with us to observe the terms of this lease including any obligation to indemnify us, which written deed of agreement is to be prepared and stamped by our solicitor at your cost and is to be in the terms our solicitor may reasonably require. Such deed shall provide from the date of its effect a release to you for any future liability by you to us hereunder.
- (c) Where a proposed assignee is an unlisted corporation, we may as a condition of our consent require that performance of the terms referred to in sub-clause 36 (be guaranteed by a security deposit of up to three (3) months rent.

BREACH BY YOU

37. (a) If we do nothing about a failure on your part to observe an obligation or if we allow any practice to grow up, that does not excuse you from your breach of the lease and we may at any time exercise our consequent rights and remedies.

Our accepting rent will not mean that we accept any breach by you. This clause does not apply where we or our agents have given a written release to any particular breach.

- (b) Provided there is no written agreement between you and us or our agents to waive a breach then if:
- (i) any amount of rent is at any time unpaid for 21 days after becoming payable (whether or not formal demand for it has been made);
 - (ii) any obligation on your part is not observed (unless we or our agents excuse it in writing);
 - (iii) you, being an individual (or your successor in title), become bankrupt or have a bankruptcy petition presented by or against you or make an assignment for the benefit of creditors or enter in an arrangement or composition under the Bankruptcy Act; or
 - (iv) you, being a company, pass a resolution for a winding up (other than for the purposes of amalgamation or reconstruction) or for the

appointment of an official manager or have a winding up petition presented against you,

Then, in any such event we may, provided we give you at least 21 days written notice of our intended actions, at any time do one or any number of the following -

- (A) enter the premises and remove your effects or property without committing a trespass and without prejudice to any other remedy available to us in the event;
- (B) eject you and any other person then on the premises and take the premises back as though there was no lease and the lease will then be at an end;
- (C) determine the lease by notice in writing to you, effective on and from the date you receive the notice;
- (D) call for an immediate surrender of the lease and on surrender we will be free from any claim by or obligation to you;
- (E) on entry under paragraph (A) of this clause remove your property and deal with same under clause 33.

NOTICES

38. (a) Any notice or demand we may give may be signed by our solicitor or our agent or any authorised person. A notice or demand from either of us to the other will be effectively given if it: -

- (i) is delivered personally to the other party or a responsible employee or the solicitor of that party;
- (ii) in the case of delivery to the lessee, is left at the premises, and a sworn declaration by the person giving notice or by his solicitor or agent exhibiting the notice or demand and declaring details of the giving of same will be conclusive evidence of the contents of the notice or demand and of the giving of it;
- (iii) is given or delivered in any other manner prescribed or allowed by any applicable law.

(b) You shall not be held to be in breach of your obligations under this lease nor shall we exercise any of our rights (except in the event of an emergency) until prior written notice has been given to you by us or other authority herein mentioned of the nature of the requirement and the action we or it proposed or requires you to do and providing a reasonable time for you to carry out any compliance or rectify the alleged breach.

ESSENTIAL TERMS

39. (a) Each of the following covenants or conditions is an essential term of this lease:-
- (i) the covenant to pay rent (when it is not paid within twenty one (21) days after the due date required under clause 2(a));
 - (ii) clause 36 (covenant dealing with assignment, subletting).
- (b) As to your obligation to pay rent, our acceptance of arrears or any late payments of rent will not, in the absence of a written waiver by us or our agents, constitute a waiver of the essential nature of the obligation to pay rent during the term.
- (c) You will not compensate us for any breach of an essential term of the lease and we may recover damages from you for any breach.
- (d) Our entitlement under this clause 39 is in addition to any other remedy or entitlement we may have (including the right to terminate the lease) but such entitlement under this clause or any other clause or provision contained or implied, is subject to our obligation to mitigate our losses.

COMPENSATION AND DAMAGES

40. (a) If your conduct (whether acts or omissions) constitutes a repudiation of this lease or constitutes a breach of any covenant, you will compensate us for the loss or damage suffered by reason of the repudiation or breach and we may recover damages for any such loss or the damage suffered during the entire term of this lease.
- (b) Our right to recover damages will not be affected by any of the following:-
- (i) if you abandon or vacate the premises;
 - (ii) if we elect to re-enter or to terminate the lease;
 - (iii) if we accept your repudiation;
 - (iv) if the conduct of either of us constitutes a surrender by operation of law.
- (c) We will be entitled to institute legal proceedings claiming damages from you for the entire lease term at any time.
- (d) If you vacate the premises whether with or without our consent, we are obliged to take reasonable steps to lease the premises at a reasonable rent and on reasonable terms and to mitigate our loss. Our entitlement to damages will be assessed on the basis that we should have observed this obligation.
- (e) Our conduct under this obligation will not by itself constitute acceptance of your breach or repudiation or a surrender by operation of law.

CONDITIONS OF TRANSACTION

41. (a) This lease and any consent or approvals provided for in such document contain the whole of our agreement for this lease and any matter not written in it will have no application to it.
- (b) Where in this lease any consent or permission is required to be given by us it will be deemed not to have been given unless given in writing signed by us, our managing agent or a person we authorise.

VARIOUS OTHER CONDITIONS

42. (a) If the premises at any time form part of a Strata Scheme, you must obey the requirements of the *Strata Titles Act 1985* and Regulations, By-Laws and rules from time to time in force, applying to any Strata Scheme under that Act of which the premises form part and any relevant order made under that Act. The provisions of this Clause shall not apply unless you have been given notice of the By-laws and rules and no such By-laws or rules shall be contrary to the provisions of this lease. In the event of any conflict between the provisions of this lease and any such By-Law or rule, the provisions of this lease shall apply, notwithstanding any statute or resolution under any Act to the contrary. In the event of any action resulting from that circumstance, we shall indemnify you with respect to that matter.
- (b) We acknowledge and agree that you may lodge a caveat to protect your interests under this lease.

43. Rules of complex

We and the building owner have the right from time to time to make and change any rules and By Laws not inconsistent with the provisions of this lease concerning the state and use of the premises, the building, the land or the common area and you must obey them.

44. Consents

- (a) If the premises forms part of a Strata scheme and if you are obliged for any purpose to seek our consent, we will at your cost also get the consent of the Strata Company or its delegate under the Acts of parliament, by-laws and rules relating to strata units, if applicable. Where we get such consent, we will give you evidence of it.
- (b) We shall at our expense procure the written consent of any mortgagee of the land or premises for all activities and in all circumstances where such consent is required to be obtained under the terms of the mortgage and will provide evidence of such consent if requested by us in writing.

45. Strata Title

If this has not already happened and at any time we decide to convert the building of which the premises form part to strata title or the existing scheme is changed, then we shall do so only with your consent which, however, you will not unreasonably withhold. The by-laws which would become applicable on the registration of a new strata plan are not to derogate from your rights under the lease. Where necessary, you will cooperate with us in the surrender of this lease and the preparation and registration of a new lease on the same terms as this one (with such changes as may be needed in the circumstances) for the remainder of the term provided that we pay all reasonable fees incurred by you and the stamp duty and registration fees for the surrender of this lease and the registration of the replacement lease.

DEFINITIONS AND INTERPRETATIONS

46. (a) In this lease except where inconsistent with the context:

“agent” includes any person or organisation appointed or from time to time acting as the representative of the lessor for the purposes of receiving rent or managing the property of the lessor of which the premises are a whole or part and it is agreed that any notice given to or given by an agent shall be deemed to be given to or by the lessor and binding on the lessor, unless the lessor has given written notice to the lessee that the agent is no longer the agent of the lessor, prior to the giving or receiving of a notice to or by an agent;

“authority” means each and any of any federal or state governments, local council or other person, body or authority exercising power under any statute;

“building” includes any structure or group or complex of structures erected on the land known as the address set out in Item 3 of the Reference Data;

“common area” includes any area so designated on any registered plan of which the premises form part and any area about the premises set aside or indicated by us to be in any way used by you, your servants and customers in common with any adjoining or neighbouring occupier, his servants and customers;

“Corporations Act” means the legislation entitled *Corporations Act 2001*;

“GST” has the meaning given in the GST Act;

“GST Act” means the legislation entitled *A New Tax System (Goods and Services Tax) Act 1999*;

“Input Taxed Credit” has the meaning in the GST Act;

“land” means the land described in Item 3 of the Reference Data of which the building and premises form part and any additional real property of which the

premises are a part at any time as a consequence of any consolidation, or incorporation in or use with the land in the said title or any subdivision of the land in the said title, during the term of this lease or of any extension thereof or replacement or subsequent lease;

“Land Administration Act” means the legislation entitled *“Land Administration Act 1997”*

“lease year” means the period of one year commencing on the commencing date, or commencing on the anniversary of a commencing date, as the case may be;

“lessee” includes the lessee named in the cover page and his successors and permitted assigns and in case of a natural person or persons their and each of their respective executors, administrators and assigns;

“Lessee’s Signage” means signage on the façade of the building, street door entry and directory boards being signage which containing such words and symbols as you determine to be suitable and which identify you as the occupier of the premises and which identify your business;

“lessor” includes the lessor named in the cover page and his successors and assign and in the case of a natural person or persons each of their legal personal representatives, executors, administrators and assigns;

“office space area of the premises” means the area of the premises described in Item 3 of the Reference Data;

“premises” means the Leased Premises (which form part of the land) as described in **Item 3** on the Reference Data;

“Property Law Act” means the legislation entitled *“Property Law Act 1969”*;

“Related Body Corporate” has the meaning set out in the Corporations Act;

“rent” means rent at the rate stated in Item 4 (b) of the Reference Data as varied from time to time;

“review date” means a date prior to the new financial year and the CPI increase to be as per the March quarterly CPI preceding the July;

“Signage Rights” means the rights conferred in clause 48;

“statute” means any act of parliament or any instrument, regulation, ordinance or by-law under, or pursuant to, any act of parliament;

“statutory requirements” means all requirements imposed or required to be met under any statute;

“strata company” has the meaning given in the Strata Titles Act;

“Strata Scheme” has the meaning given in the Strata Titles Act;

“Strata Titles Act” means the legislation entitled *“Strata Titles Act 1985”*

“Tax Invoice” has the meaning given in the GST Act;

“Taxable Supply” has the meaning given in the GST Act;

“TLA” means the legislation entitled *“Transfer of Land Act 1893”*;

“this lease” means the lease hereby granted,

(b) For the purposes of interpreting this lease:

- (i) where you cause, permit, contract for, facilitate or allow any conduct by any person such as a servant, agent or customer, contrary to any negative covenant required to be observed by you or where likewise contrary to any term or condition, you fail to secure the performance of a covenant by any person where the context requires performance by a person with whom you have dealings, then you will yourself be in breach of such covenant, term or condition, provided that you will not be in breach or default if such person is not in the premises or under your effective control;
- (ii) the masculine includes the feminine and a body corporate and the singular the plural in which case the terms apply jointly and severally, and the plural the singular;
- (iii) reference to any statute regulation ordinance or by-law extends to all statutes regulations ordinances or by-laws amending consolidating modifying or replacing them;
- (iv) references to Government and local Authorities and other authorities associations and bodies whether statutory or otherwise include respectively the authorities associations or bodies established or constituted in their place and/or as nearly as may be succeeding to their powers or functions;
- (v) if any term of this lease or its application becomes invalid or unenforceable the remaining terms will not be affected and every term of this lease will be valid and enforceable to the fullest extent permitted by the law;
- (vi) the covenants, powers and provisions implied in leases by virtue of Sections 92,93 and 94 of the TLA and of Section 72 of the Property Law Act do not apply to this lease and are expressly negated;
- (vii) the employment in this lease of words in the form of word contained in Schedule 12 of the TLA do not imply any covenant under Section 94 of that Act; and

- (viii) headings in this lease are for the purpose of convenience only and are not to be read or construed as part of the document.

CONSENT OF MORTGAGEE TO BE OBTAINED

47. We will, in all circumstances where our and the Minister for Lands consent is obtained or required to be obtained by you, also obtain on your behalf the consent of any Mortgagee and we shall provide to you in every case where we give our and the Minister for Lands consent, evidence that the Mortgagee has also given consent and the terms and conditions of any such consent by the Mortgagee. We shall not require you to pay the costs of and any fee required by the Mortgagee in obtaining any such consent.

SIGNAGE RIGHTS

48. (a) You may erect the Lessee's Signage and it may be retained and maintained for so long as you are in possession of the premises under this lease or any renewal hereof. You must bear the costs associated with the Lessee's Signage and electricity costs which relate to its illumination (if any).
- (b) If it is necessary to properly and lawfully permit you to erect the Lessee's Signage and exercise the Signage Rights we will do all such things as is necessary to obtain:
- (i) the approval of any authority to the erection of the Lessee's Signage;
 - (ii) the approval of any Strata Company; and
 - (iii) the approval of any mortgagee to the erection of the Lessee's Signage.

TELECOMMUNICATIONS

49. If we have not already done so, we will provide to the premises, at our expense, telecommunications infrastructure comprising at least a 25 pair copper lead in cable, a termination or test point frame and secure access to that infrastructure within the premises.

Executed by the parties as a deed

THE COMMON SEAL of the)

SHIRE OF DALWALLINU)

Was affixed in the presence of:)

Signature of President

Keith Leslie Carter

Signature of Chief Executive Officer

Jean Maree Knight

Executed by authorised representative of

DALWALLINU HAULAGE

Signature of Authorised Person

Name of Authorised Person

9.4.2 Award of RFT2425-09 Waste & Refuse Collection Services

Report Date	27 May 2025
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	Tender matrix

Purpose of Report

Council is requested to consider awarding RFT2425-09 Waste and Refuse Disposal Service.

Background

The current Waste and Refuse Disposal Service contract expires on 30 June 2025.

At the Ordinary Council Meeting held 25 March 2025 Council resolved the following:

'MOTION 10380

Moved Cr SC Carter
Seconded Cr JL Counsel

That Council:

- Authorises the Chief Executive Officer to call for the provision of Waste and Refuse Disposal Services for the Shire of Dalwallinu;*
- Sets the qualitative criteria as follows:*

<i>Price</i>	<i>60%</i>
<i>Relevant Experience</i>	<i>20%</i>
<i>Tenderer's Resources</i>	<i>10%</i>
<i>Customer Liaison & Contact</i>	<i>5%</i>
<i>Tenderer's WHS Policies & Procedures</i>	<i>5%</i>

CARRIED 6/0'

As per the *Local Government Act 1995* and *Local Government (Functions & General) Regulations 1998* and *Local Government (Administration) Regulations 1996*, advertising was carried out in the following manner:

- The West (Saturday 29 March 2025)
- Shire of Dalwallinu Website
- Shire of Dalwallinu Facebook Page
- Shire of Dalwallinu Administration & Library Noticeboards
- Totally Locally & Kalannie Kapers

Tender documentation was issued to two (2) interested parties.

Consultation

Nil



Legislative Implications

State

Local Government Act 1995

Local Government (Functions & General) Regulations 1996

Local Government (Administration) Regulations 1996

Policy Implications

Local

Council Policy 3.3 Regional Price Preference

Council Policy 3.5 Purchasing

Financial Implications

There will be allocations for this contract in the upcoming budgets.

General Function Implications

Nil

Strategic Implications

Nil

Site Inspection

Site inspection undertaken: Not applicable.

Sustainability & Climate Change Implications

Economic implications

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

Social implications

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

Environmental implications

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

Officer Comment

Tenders closed 2:00pm, Wednesday 16 April 2025 and were opened at 8:30am Tuesday 22 April 2025 by the Chief Executive Officer with the Manager Corporate Services and Manager Works & Services in attendance.

One tender was received from Avon Waste.

The tender was assessed by the Chief Executive Officer, Manager Corporate Services, Manager Works & Services in accordance with the following qualitative criteria set by Council:

Criteria	Weighting
Quoted Price	60%
Relevant Experience	20%
Tenderer's Resources	10%
Customer Liaison & Contact	5%
Tenderer's WHS procedures	5%



The tender submitted by Avon Waste achieved a score of 89.17

Avon Waste have extensive experience in the Waste & Recycling industry and have had the contract with the Shire of Dalwallinu for many years. The service provided by them is good and issues (if and when they occur) are resolved quickly.

The contract allows for CPI adjustments each year applied using the March CPI with the first increase effective from 1 July 2026.

It is the Officer's recommendation that RFT2425-09 be awarded to Avon Waste for a period of five (5) years with an option for a further five (5) years.

Officer Recommendation/Council Resolution

MOTION 10404

Moved Cr DS Cream
Seconded Cr JL Counsel

That Council:

1. Award RFT2425-09 Waste and Refuse Disposal Service to Avon Waste at the following rates (ex GST):

General Rubbish – Kerbside Collections (weekly)	\$2.52
Recycling – Kerbside Collections (fortnightly)	\$4.15
3m ³ Comingled Bin collection (fortnightly)	\$73.64
4.5m ³ Comingled Recycling Bin (fortnightly)	\$84.32
3m ³ Cardboard only Bin	\$73.64
6m ³ Cardboard only Bin	\$84.32
Replacement MGB	\$100.00
Replacement Lids	\$13.64
Replacement wheels/axles	\$32.73
Recycling processing rate per tonne	\$137.63
Additional Commercial Collection (weekly)	\$552.73
Street/Park bin collection (each)	\$4.64
2. Authorise the Chief Executive Officer to enter into a contract with Avon Waste as per Point 1 above.

CARRIED 5/0

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



	QUALITATIVE CRITERIA											
Business Name	Price		Relevant Experience		Tenderer's resources		Customer Liaison & Contact		WHS Policies			Rank
	60%		20%		10%		5%		5%		100%	
	Score 0- 5	Weighted Score	Score 0- 5	Weighted Score	Score 0- 5	Weighted Score	Score 0- 5	Weighted Score	Score 0- 5	Weighted Score	TOTAL	
Avon Waste	5.00	60.00	4.00	16.00	3.50	7.00	3.17	3.17	3.00	3.00	89.17	1

UNCONFIRMED

9.4.3 Proposed Change of Ordinary Council Meeting Commencement Times

Report Date	27 May 2025
Applicant	Shire of Dalwallinu
File Ref	GO/22 – Governance - General
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 changing the commencement time of advertised 2025 Ordinary Council Meetings to better suit elected member's work schedule.

Background

At the Ordinary Council Meeting held 22 October 2024 Council endorsed the schedule of meeting dates for 2025 and the dates were advertised to the public.

Ordinary Council Meetings are held on the fourth Tuesday of each month (except January) commencing at 3.30pm.

Discussions have been held with the Shire President with regards to changing the commencement time to 5:00pm.

Consultation

Shire President

Legislative Implications

State

Local Government Act 1995

Local Government (Administration) Regulations 1996 – Reg 12

Policy Implications

Nil

Financial Implications

Nil

General Function Implications

Nil

Strategic Implications

Nil

Site Inspection

Site inspection undertaken: Not applicable



Sustainability & Climate Change Implications

Economic implications

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

Social implications

There are no known social implications associated with this proposal.

Environmental implications

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

Officer Comment

With the implementation of the Agenda Briefing Session the week prior to the Ordinary Council Meeting, Council has become more efficient at Ordinary Council Meetings. The length of the past year's meetings are as follows:

Month	Length of Meeting
April 2025	12 minutes
March 2025	21 minutes
February 2025	13 minutes
December 2024	11 minutes
November 2024	19 minutes
October 2024	13 minutes
September 2024	16 minutes
August 2024	9 minutes
July 2024	11 minutes
June 2024	16 minutes
May 2024	24 minutes

Should the meeting commencement time move to 5:00pm this would have less interference to the elected members working day and would also allow more team building amongst elected members after the meetings. This new time may also allow members of the public to attend if needed.

Agenda briefings would remain as the third Tuesday of every month (except January) at the commencement time of 4pm.

In addition to moving the commencement time, it is also proposed to have an evening meal after the Ordinary Council Meeting three times per year in March, July and November.



Officer Recommendation/Council Resolution

MOTION 10405

Moved Cr S Dawson
Seconded Cr JL Counsel

That Council:

1. Change the scheduled commencement time for all future Ordinary Council Meetings from 3:30pm to commencing at 5:00pm in the Shire of Dalwallinu Council Chambers, 58 Johnston Street, Dalwallinu;
2. Request the Chief Executive Officer to give local public notice of the change of meeting commencement time.

CARRIED 5/0

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

Against: Nil

UNCONFIRMED



9.4.4 Shire of Dalwallinu Council Plan 2025-2035*

Report Date	27 May 2025
Applicant	Shire of Dalwallinu
File Ref	GO/5 – Governance - Reporting
Previous Meeting Reference	Nil
Prepared by	Jean Knight, Chief Executive Officer
Supervised by	Jean Knight, Chief Executive Officer
Disclosure of interest	Nil
Voting Requirements	Absolute Majority
Attachments	Shire of Dalwallinu Council Plan 2025-2035

Purpose of Report

Council is requested adopt the Shire of Dalwallinu Council Plan 2025-2035 as attached.

Background

The Council Plan is the outcome of a major review of the Shire's Strategic Community Plan 2017-2027 and incorporates the annual review and adoption of the Shire's Corporate Business Plan, bringing the two strategic planning documents into one, enabling the community to see the complete medium-term plan in one place. It is presented to Council for formal adoption as the Council's Plan for the Future.

Section 5.56 of the *Local Government Act 1995* requires that local governments plan for the future, and in doing so comply with any regulations.

The *Local Government (Administration) Regulations 1996* require that local governments prepare a Strategic Community Plan (SCP) reflecting the vision, aspirations and objectives of the community in the district, informed by community engagement; and a Corporate Business Plan (CBP) setting out a local government's priorities to achieve the objectives and aspirations of the SCP. This framework is commonly referred to as the Integrated Planning and Reporting Framework (IPR).

Council adopted its SCP in 2017 with a major review due in 2021. The Corporate Business Plan was adopted in December 2017 and is reviewed annually.

The Shire had largely fulfilled its previous strategic focus with Upgrade of the Dalwallinu Recreation Centre, Construction of new Multi-Purpose Early Childhood Learning Centre, Improvements to Townscapes, Improved and additional playground equipment/areas including shade structures, creation of a community hub precinct at the Dalwallinu Recreation Centre, successful with funding from DevelopmentWA to undertake additional residential and industrial subdivisions along with the Shire undertaking its own 12 lot residential subdivision and a new joint venture arrangement for construction of two residential units.

Learning Horizons were engaged to undertake a review of the SCP in 2019. Workshops were held with the Senior Management Team and a survey was distributed to the community in early 2020. Thirty six (36) responses were received for that survey. Due to COVID the review was placed on hold. The review re-commenced in 2024 by Shire Officers.



In 2024 a revamped survey was made available to the community via hard copy and an online Survey Monkey survey. Fourteen (14) responses were received for that survey.

Consultation

Community Surveys (2020 and 2024)
Councillors (Workshops 23 April 2024 and 25 February 2025)
Senior Management Team

Legislative Implications

State

Local Government Act 1995
Local Government (Administration) Regulations 1996

Policy Implications

Nil

Financial Implications

Projects identified in the Council Plan will be included in the Strategic Resource Plan and budgeted for accordingly.

General Function Implications

Nil

Strategic Implications

Nil

Site Inspection

Site inspection undertaken: Not applicable

Sustainability & Climate Change Implications

Economic implications

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

Social implications

There are no known social implications associated with this proposal.

Environmental implications

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

Officer Comment

The Department of Local Government, Sport and Cultural Industries (DLGSC) has been reviewing the plan for the future requirements. The *Local Government Amendment Act 2023* prescribes the deletion of the 'Section 5.56 – Planning for the Future' and replacement with '5.56 – Council Plan'. The Council Plan approach simplifies the IPR by combining the SCP and CBP into one document addressing the inherit overlap and duplication that often occurs between the two plans. The Council Plan format communicates the complete medium term plan in one place, enabling the community to review the committed actions of the local government in response to the community objectives.



While the final design of the new IPR framework is awaiting drafting of regulations, the DLGSC has supported local governments to transition to a Council Plan format, provided it meets the requirements prescribed in 19C and 19D of the *Local Government (Administration) Regulations 1996*.

The Shire commenced the review in 2019 however with Covid interruptions in 2020 this was placed on hold. Officers re-commenced the review in 2024.

Surveys were made available to the community, and we received fourteen (14) responses.

From the survey, the following scores and priorities were noted in the six key areas:

Area	Rating	%	No.1 Priority
Social	Good	53.85	Enhanced and expanded medical and other health services
Economic	Average	38.47	Increased housing development
Built Environment	Average/Good	33.33	Access to land for future subdivisions
Natural Environment	Good	53.85	Reduced litter & ambience of streetscapes
Governance	Average	61.54	Improved communication/consultation across all towns
Public Health	Good	53.85	Maintain existing health services

Two strategic workshops were held with Council in April 2024 and February 2025 to prioritise projects for the next ten (10) years.

The Plan sets out six strategic or key themes of Social, Economic, Built Environment, Natural Environment, Governance and Public Health with the community's aspiration in relation to each theme reflected in outcome statements:

1. Social

- Outcome 1 – A progressive and safe community
- Outcome 2 – A health and active community
- Outcome 3 – An inclusive and supportive community

2. Economic

- Outcome 4 – A diverse and innovative economy with a range of local employment opportunities
- Outcome 5 – An attractive destination for short stay visitors

3. Built Environment

- Outcome 6 – Quality community facilities, infrastructure and accommodation options that meet the needs of a growing population
- Outcome 7 – Attractive and welcoming streets and community spaces
- Outcome 8 – Safe, sustainable and connected transport

4. Natural Environment

- Outcome 9 – Respect and care for our environment and heritage
- Outcome 10 – A resilient community



5. Governance

Outcome 11 – Visionary leadership and responsible governance

Outcome 12 – A well informed and engaged community

6. Public Health

Outcome 13 – To promote and sustain a healthy, active and safe community

The timing of projects highlighted in the Plan will be subject to external funding and Council's annual budgets.

The Council Plan is now presented to Council for adoption as the Plan for the Future.

Officer Recommendation/Council Resolution

MOTION 10406

Moved Cr JL Counsel

Seconded Cr SC Carter

That Council adopt the Shire of Dalwallinu Council Plan 2025 – 2035 as attached to this report, in accordance with section 5.56 of the *Local Government Act 1995* and regulation 19C and 19DA of the *Local Government (Administration) Regulations 1996*.

CARRIED BY ABSOLUTE MAJORITY 5/0

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

Against: Nil



Our Plan for the Future

Shire of Dalwallinu
Council Plan 2025-2035



Contents

Forward.....	3
Executive Message.....	3
About the Shire of Dalwallinu	4
Council.....	6
Organisational Structure.....	7
Community input	8
Integrated Planning and Reporting.....	8
Emerging Priorities.....	11
Our commitment to sustainability.....	12
Our Vision.....	12
Our Mission.....	12
Resourcing the Plan	13
Glossary.....	14
SOCIAL.....	15
Current situation.....	15
Recent achievements	16
What do the community want?.....	16
What we will keep doing	17
ECONOMIC.....	21
Current situation.....	21
Recent achievements	21
What do the community want?.....	23
What we will keep doing	23
BUILT ENVIRONMENT	26
Current situation.....	26
Recent achievements	26
What do the community want?.....	30
What we will keep doing	30
NATURAL ENVIRONMENT	34
Current situation.....	34
Recent achievements	34
What do the community want?.....	35
What we will keep doing	35



GOVERNANCE	38
Current situation.....	38
Recent achievements	38
What do the community want?.....	39
What we will keep doing	39
PUBLIC HEALTH	42
Current situation.....	42
Recent achievements	42
What do the community want?.....	42
What we will keep doing	42
Service Area Planning	45
Additional Operating Expenditure.....	47
Capital Program	48
Supporting strategies and plans	49

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Forward

Welcome to the Shire of Dalwallinu's Council Plan. This plan combines our Strategic Community Plan and Corporate Business Plan into one document.

The community were invited to participate in a survey in 2020 and 2024 to help shape the plan.

This plan follows the Integrated Planning and Reporting Framework guidelines and satisfies a legislative requirement for all local governments to have a plan for the future.

This plan describes:

- A future vision for the Shire of Dalwallinu
- How the Shire will achieve and resource its objectives
- How success will be measured and reported

Executive Message

We are pleased to present our Council Plan after engaging with the community on two separate occasions in both 2020 prior to Covid19 and 2024.

Forty nine (49) responses were received which assisted Council to develop the Plan. Thank you to those that participated in the survey.

The objectives and projects outlined in this Plan will be resourced as a priority, and as we move towards implementing these actions, we look engaging further to provide additional opportunities to contribute.



Cr Keith Carter
Shire President



Jean Knight
Chief Executive Officer



About the Shire of Dalwallinu

The Shire of Dalwallinu covers an area of 7,236 (sq km). The main town and administrative centre for the Shire is Dalwallinu, which lies 254 kilometres north east of Perth on the Great Northern Highway.

Other townships in the Shire are Pithara located 12kms south of Dalwallinu, Kalannie located 53kms north east of Dalwallinu, Wubin located 21kms north of Dalwallinu and Buntine located 38kms north of Dalwallinu.

First known inhabitants of the land, which now comprises the Dalwallinu Shire, were the Indigenous Badima and Galamaia people who lived a nomadic life of hunting and gathering. The south west corner of the Shire of Dalwallinu is situated within the traditional country of the Yued Noongar people. The first graziers in the district were Benedictine monks who came from New Norcia in the second half of the nineteenth century. Today the Shire is a leading grain producer with its five towns servicing the requirements of farming communities.

Dalwallinu is experiencing significant growth due to it being a central hub on the Great Northern Highway servicing the agricultural and mining industries. Wubin is this national highway's road train assembly and transport town. Kalannie is noted for its wheat production.

The Shire of Dalwallinu's population has grown by 9.7% over the last decade. The 2021 census reports the Shire population at 1,379 and the median age at 39 years. However, the Shire's population fluctuates with a large number of residents travelling or living in city accommodation for periods of the year. Actual population numbers, and the median age, are likely higher for much of the year.

Dalwallinu is well serviced with a local hospital, medical centre, childcare facility, district high school, Discovery Centre, 24/7 Gymnasium and ample sports and recreation facilities. Richardson Park provides locals and visitors the opportunity to enjoy a nature playground in a peaceful setting with BBQ facility and Memorial Park has a large grassed area with BBQ facilities that is utilised by locals and tourists.



Statistics

Population

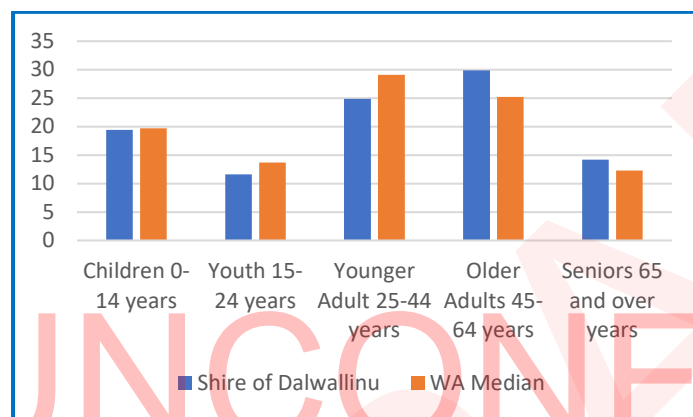


2011
1,266

↔

2021
1,379

Age Profile (ABS Census Data 2021)



Aboriginal and/or Torres Strait Islander People (ABS Census Data 2021)



Shire of Dalwallinu – 4.3%

WA – 3.1%

Shire of Dalwallinu Median Age – 40

WA Median Age – 36

Largest Industry Sectors (ABS Census Data 2021)

Sheep, Beef Cattle and Grain Farming – 34.6%

School Education – 6.3%

Polymer Product Manufacturing – 3.9%

Local Government Administration – 3.9%

Hospital – 3.8%

Households that speak a non-English language

Shire of Dalwallinu – 5.3%

WA – 17.3%

Unemployment



Shire of Dalwallinu – 1.5%

WA – 4.7%



Council

Our Shire's Elected Members are:

Cr Keith Carter (2025) – Shire President

PO Box 10, Wubin, WA 6612

M: 0428 643 051

E: crkcarter@dalwallinu.wa.gov.au

Cr Keith Carter is a broadacre farmer and was first elected to Council in 2011.

Cr Steven Carter (2027) – Deputy President

PO Box 148, Dalwallinu, WA 6612

M: 0428 663 017

E: crscarter@dalwallinu.wa.gov.au

Cr Steven Carter is a broadacre farmer and has been on Council since 2007 .

Cr Jemma Counsel (2025)

1308 Flynn Road, Wubin WA 6612

M: 0428 642 085

E: crjcounsel@dalwallinu.wa.gov.au

Cr Jemma Counsel was elected to Council in 2021.

Cr Diane Cream (2025)

7 South Street, Dalwallinu, WA 6609

M: 0417 908 317

E: crdcream@dalwallinu.wa.gov.au

Cr Diane Cream was elected to Council in 2021.

Cr Melissa Harms (2027)

21 Rolinson Drive, Kalannie, WA 6468

M: 0437 663 035

E: crmharms@dalwallinu.wa.gov.au

Cr Melissa Harms is a school teacher and Deputy Principal at Dalwallinu District High School. She was elected to Council in 2019.

Cr Jimwell Cruz (2027)

75 McNeill Street, Dalwallinu, WA, 6609

M: 0455 451 732

E: crjcruz@dalwallinu.wa.gov.au

C Jimwell Cruz was elected to Council in 2023.

Cr Shannon Dawson (2025)

2 Cousins Rd, Dalwallinu, WA 6609

M: 0429 922 592

E: crsdawson@dalwallinu.wa.gov.au

Cr Shannon Dawson runs a family transport company in Dalwallinu. He was elected to Council in 2024 after an extraordinary election.



Organisational Structure

Office of the Chief Executive Officer (Jean Knight)

Organisation Leadership & Development
Governance & Compliance
Strategic Planning
Inter Government Relations
Councillor/Staff Relations
Human Resources
Regional Relations
Tendering Compliance
Special Projects & Marketing
Community Development
Public Interest Disclosure
Cleaning Services
Aquatic Centre
Tourism
Building Maintenance

Corporate Services (Hanna Jolly)

Administration
Financial & Rate Services
Insurances
Records Management
Library Services
Emergency Services
Asset Management

Planning and Development Services (Doug Burke)

Planning & Development
Environmental Health & Building

Works and Services (Marc Bennett)

Asset Management
Road construction & maintenance
Parks & gardens
Cemetery maintenance
Landfill/Waste Management
Fleet Management
Sewerage Maintenance
Ranger Services



Community input

Each year the community has an opportunity to engage with the Council through a town meeting held in Kalannie, as well as the Annual Electors Meeting in Dalwallinu.

Each month the Shire produces their 'Dally News' to carry information from the Shire to the community and give residents the opportunity to email, phone or call into the administration office about any concerns or suggestions they may have.

The community surveys (2020 and 2024) in electronic and hardcopy were produced and distributed / promoted the community in following ways.

- Survey available on Shire website
- Survey available Shire Facebook page
- Advertising in the local newspaper "Totally Locally"
- Advertising in the local newspaper "Kalannie Kapers"
- Additional copies of the paper questionnaire were made available in Kalannie Community Resource Centre, Dalwallinu Discovery Centre and the Shire Office
- Survey was promoted through the Youth Advisory Committee
- Survey targeted to Shire businesses

Integrated Planning and Reporting

The *Local Government (Administration) Regulations 1996* require local governments to adopt a Strategic Community Plan (SCP) and a Corporate Business Plan (CBP) as part of the Integrated Planning and Reporting Framework. The framework provides a strategic planning system to enable accountable and measurable linkages between community aspirations, financial capacity and practical service delivery.

Strategic Community Direction (Strategic Community Plan)

The Shire of Dalwallinu has developed a 10-year Strategic focus and direction which articulates the community's vision and priorities for the future. Our strategic objectives guide Council decision making and show what progress Council intends to make over a ten-year period.

The Shire is committed to ongoing, open two-way communication with the community and seeks and captures feedback through focussed engagement activities as well as through day to day interactions in order to inform Strategic and operational planning.

This Plan comprises of:

VISION - A descriptive statement of the future desired position for the Shire of Dalwallinu.



Strategic Priority Areas

Key Result Area 1: Social

Key Result Area 2: Economic

Key Result Area 3: Built Environment

Key Result Area 4: Natural Environment

Key Result Area 5: Governance

Key Result Area 6: Public Health

Within each of the key result areas are the following elements:

Outcome	Objectives	Strategies	Measure of Success
What are we working toward?	What we need to achieve	How we're going to do it	How we will be judged

Corporate Delivery (Corporate Business Plan)

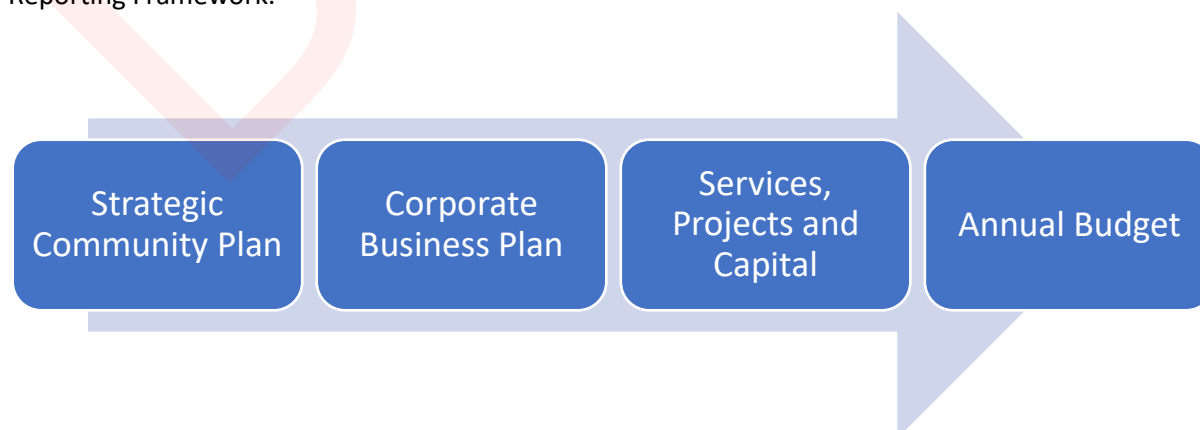
Corporate Delivery articulates Council's shorter-term priorities by providing a linkage and mechanism to activate the Shire's Strategic Community direction. The Shire applies tailored business planning processes to take the priorities outlined in the Strategic Community Plan and turn them into actions that will be delivered for our community.

Council Plan

We have combined the Strategic focus and delivery into one **Council Plan** document to ensure the strategic community vision is driving the delivery plan and resource allocation. The content has regard for the current and future resource capacity of the Shire of Dalwallinu. In doing so, Council has set realisable priorities and focus areas, given its capacity to resource and deliver.

The implementation of these Plans will require the Shire to continue to provide the current services but also recognise that there is a need to work in partnership with other Shires, State and Federal Governments and the private sector.

The diagram below illustrates the flow of Plans driving the yearly budget the Integrated Planning and Reporting Framework.





Informing Plans

This Council Plan outlines projects and services that will be delivered over the next four years and has been directly influenced by the Shire's Local Planning Strategy, Strategic Resource Plan and Workforce Plans. The documents can be viewed on the Shires website.

The Shire has a number of key strategies and Plans that inform our operations. Further, strategies and plans from the State and Federal governments are reviewed to ensure the Shire of Dalwallinu is compliant and well prepared for the next 10 years.

Monitoring, Reporting and Review

The Shire of Dalwallinu measures and monitors Plan progress in relation to goals, strategies and actions. Each goal has a success indicator, indicative budget, responsible Section and timeframe which will be used to conduct monthly internal reports and subsequently feed into quarterly and annual reporting to the Council and the community. This will allow for the proactive management and implementation of mitigation steps where necessary to ensure the completion of actions and the achievement of goals.

A minor review of our Strategic Priorities will be undertaken every two years and a major review every four years. Our Council Plan will be reviewed internally annually.

UNCONFIRMED



Emerging Priorities

Analysis of the feedback received from community, via survey and direct discussion with Councillors identified a number of continued and emerging priorities. These will shape the work of the Shire of Dalwallinu over the next ten years. These priorities are:

1 Shire Growth

There is a strong, established and continuing desire for the Shire of Dalwallinu to grow in population. In order for this to happen the Shire will need to work to facilitate thriving local businesses, tourism offerings and educational / training opportunities.

The Shire is mindful of the need for affordable, diverse, comfortable and appropriate housing availability. It will be important to plan for future land releases and proactivity lobby and advocate to attract developers, infrastructure and secure government support.

2 Community connectedness, integration and empowerment

The friendly, welcoming and accepting nature of the people of the Shire of Dalwallinu is valued by all. This vital community strength will be fostered, celebrated and promoted for the years to come. Opportunity exists to further integrate, learn from and celebrate the Shire's valued multiculturalism with events and programs that add to the vitality and social connections of the Shire. The Shire will work to encourage, empower and celebrate community volunteers and leaders to ensure community capacity endures for future generations.

3 Health, Wellbeing and Aged Care

The health and wellbeing of the community is at the forefront of the Shire's work. The Shire of Dalwallinu has been working to improve Healthcare opportunities over the past few years.

Over the next 10 years the Shire will work to facilitate access to appropriate aged care and housing, as well as providing the general population, particularly young people and the elderly, with exercise and social well-being activities and services.

4 Communication and renewable energy technology

Reliable high speed internet and mobile phone coverage throughout the Shire is essential to improve the business and educational opportunities that will drive growth. Targeted lobbying and advocacy will be required of the Shire.

Power reliability is currently a challenge across the Shire.



Our commitment to sustainability

Long-term decision making

Our decisions will reflect and give equal importance to the long-term impacts on the community, environment and economy, as well as the achievement of shorter-term goals.

Fairness for all generations

We will manage resources in a way that ensures that our children and grandchildren will also enjoy sufficient resources, and that everyone will have access to those resources.

Improving lives and human rights

The decisions that we make for our benefit today are not at someone else's expense and we work to improve the lives of everyone in our community.

Environmentally and socially responsible development

The planning and development of our Shire and public places will be done in the most environmentally and people friendly way possible.

Conserving the natural environment and biodiversity

We will strive to protect, retain, enhance and manage the diversity of animal and plant life.

Minimising the impact of operations, goods and services

In everything it does and buys, we will consider the environmental and social resources that have been used to produce those things, the impacts from their use and disposal, as well as cost.

Our Vision

A welcoming place for all, where opportunity abounds with a thriving economy

Our Mission

To promote and enhance economic, cultural and social opportunities that will enhance the lifestyle for the community



Resourcing the Plan

Strong commitment to value

The Shire is committed to providing the community with value for money. Long term financial planning and annual budgeting is undertaken to responsibly manage the Shire's finances.

Shire services, facilities and special projects are funded through various revenue streams. This includes grants from State and Federal Government, Lotterywest, DLGSC and others, rates, fees and charges and cash reserves.

For more information, please refer to the Shire of Dalwallinu Strategic Resource Plan at www.dalwallinu.wa.gov.au.

An engaged and well supported workforce

The Shire is committed to attracting, training and retaining a skilled and engaged workforce to achieve the outcomes in the Strategic Community Plan. The Workforce Plan is regularly reviewed to ensure workforce resources are aligned with community needs. As at June 2025, the Shire employed 27.47 full time equivalent staff to deliver services.

For more information on this plan, please refer to the Shire of Dalwallinu Workforce Plan www.dalwallinu.wa.gov.au.

Managing Risk

The Shire of Dalwallinu's Risk Management Framework is comprised of a Risk Management Policy and Risk Management Procedures. It sets out the Shire's approach to the identification, assessment, management, reporting and monitoring of risks.

It is essential that all areas of the Shire adopt these procedures to ensure:

- Strong corporate governance
- Compliance with relevant legislation, regulations and internal policies
- Integrated Planning and Reporting requirements are met
- Uncertainty and its effects on objectives is understood

This framework aims to balance a documented, structured and systematic process with the current size and complexity of the Shire along with existing time, resource and workload pressures.



Glossary

AMP	Asset Management Plan
CCTV	Closed Circuit Television
CDCO	Community Development/Discovery Centre Officer
CEO	Chief Executive Officer
CSRFF	Community Sporting and Recreation Facilities
DAIP	Disability Access & Inclusion Plan
DLGSC	Department of Local Government, Sport & Cultural Industries
EA	Executive Assistant
ICT	Information Communication & Technology
LEMA	Local Emergency Management Arrangements
LTFP	Long Term Financial Plan
MCS	Manager Corporate Services
MWS	Manager Works & Services
MPDS	Manager Planning & Development Services
S&R	Sport & Recreation
SRP	Strategic Resource Plan
UCL	Unallocated Crown Land

UNCONFIRMED



SOCIAL

Current situation

The Shire has a close-knit community and active groups of volunteers who help deliver much needed services and support across small rural communities.

Volunteers help to deliver various events and festivals such as the annual Wattle Week, Agricultural Show and the bi-annual Arts Festival. All of these events bring large numbers to the Shire.

The Shire hosts an annual Street Party together with the Dalwallinu Lions Club and plans to have a Community Celebration Day every three (3) years to bring all of the community together.

The Shire provides \$20,000 per annum for community grants for infrastructure and/or events. This is funded on a 50:50 basis with the community group. There are two (2) rounds each year.

The 2024 survey rated the Shire of Dalwallinu's achievements in the Social area as follows:

Response	Number	%
Very Poor	0	0.00
Poor	1	7.69
Average	3	23.07
Good	7	53.85
Very Good	2	15.39



2024 Dalwallinu Street Party



Recent achievements

Dalwallinu Medical Centre

Council renewed the lease of the Dalwallinu Medical Centre with Dr Onikola Olufemi until October 2026.

Upgrades to Recreational Facilities

A new Hockey pavilion was constructed in 2023-2024. Council provided funds, along with a State Government Grant and a contribution from the Dalwallinu Football Club.

Additional shade structures were erected at the Dalwallinu Aquatic Centre.

Upgrades to playgrounds were undertaken in 2023-2024 in Johnston Street Dalwallinu and Arthur St Wubin.



Dalwallinu Playground – Adjacent to Craft Shop



Wubin Playground – Adjacent to Wubin Wheat Bin Museum

Upgrades to Buildings

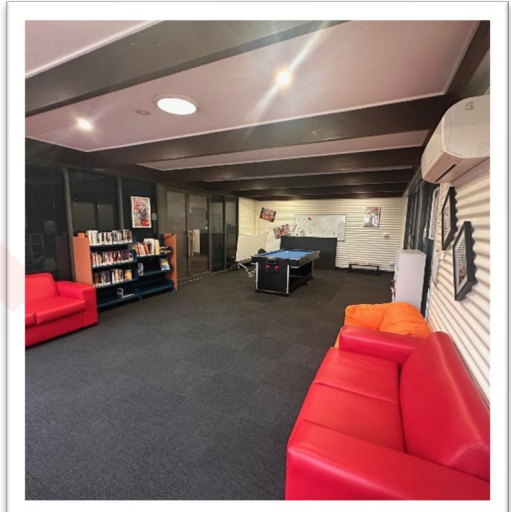
Renovations were undertaken to the front three (3) rooms of the Dalwallinu Town Hall which have been leased for a physiotherapy practice.

What do the community want?



The following outcomes have been identified as contributing to the achievement of the Shire's Social goal.

Enhanced and expanded medical and other appropriate health services	1
Enhanced quality of public amenities and all Shire facilities	2
Improved technology and electronic communication	3
Improved youth activities and services	4
Protected heritage areas and buildings	5
Enhanced community meeting areas in each town	6
Improved and enhanced playground areas	7



Youth Advisory Lounge located at Dalwallinu Discovery Centre

What we will keep doing

Council will continue to deliver and support the services that contribute to the achievement of the Social aspiration and outcomes such as:

- Volunteer support
- Youth & Aged Programs
- Disability access and inclusion
- Support and hosting of festivals and events
- Health and Community Services
- Lighting of streets and public places
- Funding for annual Community Grants
- Improving safety and security
- Animal management
- Provide annual community grants

Shire Officers will continuously review and improve service delivery in these areas when developing and implementing their Service Plans.

**SOCIAL****Outcome 1 - A progressive and safe community**

Objectives	Actions	Linked Documents	Officer	25-26	26-27	27-28	28-29	Future
1.1 - Play a role in promoting a safe community	1.1.1 Review CCTV requirements and apply for grant funding if and when required.		MWS	○	○	○	○	○
	1.1.2 Review/Improve lighting in public spaces if and when required.		MWS	○	○	○	○	○
1.2 - Encourage responsible animal management	1.2.1 Deliver a campaign to encourage responsible pet ownership.		CEO	○	○	○	○	○

Outcome 2 – A healthy and active community

Objectives	Actions	Linked Documents	Officer	25-26	26-27	27-28	28-29	Future
2.1 - Improve access to health facilities and services	2.1.1 Advocate for improved access to allied health services .		CEO	○	○	○	○	○
	2.1.2 Advocate for a mobile dental service.		CEO	○	○	○	○	○
2.2 - Grow participation in sport, recreation and leisure activities	2.2.1 Promote the 24/7 Gymnasium.		EA	○	○	○	○	○
	2.2.2 Support sporting groups to upgrade facilities through the CSRFF funding from DLGSC.	S&R Plan	CEO	○	○	○	○	○
	2.2.3 Investigate options to upgrade/relocate the Dalwallinu Skate Park.	S&R Plan	CEO			○		
	2.2.4 Provide infant, children and exercise classes, (where possible).		MCS	○	○	○	○	○
	2.2.4 Maintain/improve sporting facilities to an acceptable standard.		CEO/MWS	○	○	○	○	○



	2.2.5 Review/improve low cost options for outdoor physical activity.		CEO	○	○	○	○	○
2.3 - Build pride and participation in local art, culture and community activities	2.3.1 Seek funding for street art and sculptures.		CEO	○	○	○	○	○
	2.3.2 Host Community Celebration Day every three years.		CEO			○		

Outcome 3 – An inclusive and supportive community

Objectives	Actions	Linked Documents	Officer	25-26	26-27	27-28	28-29	Future
3.1 - Address the needs of families, children and young people	3.1.1 Promote the Youth Lounge.		CDCO	○	○	○	○	
	3.1.2 Provide an extended school holiday program for youth.		CDCO	○	○	○	○	
	3.1.3 Upgrade park in Pithara.	S&R Plan	CEO	○				
	3.1.4 Support the Youth Advisory Committee with proposed activities.		CEO	○	○	○	○	○
	3.1.5 Provide and maintain facility for 3 rd party Child Care provider/early childhood activities.		CEO	○	○	○	○	○
3.2 - Address the needs of seniors	3.2.1 Replace Sullivan Lodge with new Independent Living Units.		CEO			○		
	3.2.2 Assist (where Possible) with activities for Seniors.		CEO	○	○	○	○	○
	3.2.3 Explore options for the future purpose of Pioneer House.		CEO		○			
3.3 - Improve access and inclusion for people with disability	3.3.1 Undertake a universal access audit of public facilities.	DAIP 2024-2029	MPDS	○				
	3.3.2 Support existing clubs and community groups to provide more inclusive sport and recreation programs.	DAIP 2024-2029	CDCO		○			



3.4 - Grow community capacity by supporting community groups and volunteers	3.4.1 Review and improve the Online Listings for Community Groups page on the Shire's website to support community groups to promote their activities and volunteer opportunities and vacancies more effectively.	CDCO/EA	○	○	○	○	○
	3.4.2 Deliver a bi- annual volunteer event to promote local volunteering opportunities for people of all ages, raise awareness and understanding about the importance and value of volunteering and recognise local volunteers for their contributions.	CDCO/CEO		○		○	
	3.4.3 Provide support for establishment of new Community Groups (e.g. Mens Shed).	CDCO/CEO	○	○	○	○	○



St John Ambulance volunteers explain their roles to Medical Students



Dalwallinu Bush Fire Appliance



ECONOMIC

Current situation

The Shire of Dalwallinu forms part of the Wheatbelt Region with a strong performance in grain production.

The Dalwallinu Light Industrial Area is home to very large businesses servicing agriculture, mining and many other industries.

The Shire of Dalwallinu is a popular tourist destination during the peak wildflower season (Aug-Oct each year).

The 2024 survey rated the Shire of Dalwallinu's achievements in the Economic area as follows:

Response	Number	%
Very Poor	0	0.00
Poor	1	7.69
Average	5	38.47
Good	4	30.77
Very Good	3	23.07



Paddock ready for harvest



Wildflowers in bloom

Recent achievements

Residential Subdivision

The Shire completed a twelve (12) lots Residential subdivision on Bell Street, Dalwallinu in 2020. All of the lots were sold within twelve (12) months and all but one lot has a house constructed on it.

DevelopmentWA completed a nine (9) lot residential subdivision on Strickland Drive, Dalwallinu in January 2025. The lots were released to the market in April 2025.

RESIDENTIAL LAND FOR SALE

• Lot sizes range from 543sqm to 1,277sqm

• Titles available

Nutrien Harcourts WA
Brad King - 0429 911 504
brad.king@nutrien.com.au

developmentwa.com.au/dalwallinu

Offers to be submitted by 2pm (WST) Wednesday 30 April 2025

Shaping our State's future

DevelopmentWA

9 Lot Residential Land Sale Signage



Industrial subdivision

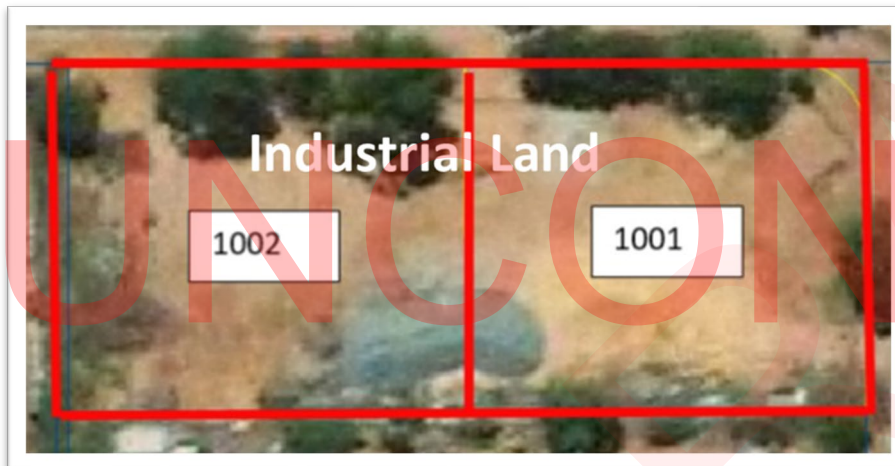
DevelopmentWA completed an eight (8) lot industrial subdivision on York Street, Dalwallinu in January 2025.

The lots were released to the market in April 2025.

The Shire continues to market two (2) lots in the industrial area (Lot 101 Deacon St and Lot 1002 Roberts Rd, Dalwallinu).



8 Lot Industrial Subdivision signage



2 lots of Industrial land

Commercial Land

The Shire continues to market three (3) lots in McNeill Street, Dalwallinu for commercial use.



3 lots of Commercial land



What do the community want?

The following outcomes have been identified as contributing to the achievement of the Shire's Economic goal.

Increased housing development	1
Additional business development in the commercial and industrial sectors	2
A growing Shire population	3
Promote tourism and associated business in the area	4
Improved road network	5

What we will keep doing

Council will continue to deliver and support the services that contribute to the achievement of the Built Environment aspiration and outcomes such as:

- Economic development
- Tourism development
- Visitor Centre



Interior Dalwallinu Discovery Centre



New Parking areas and access to Memorial Park



New Shade Structure at Richardson Park

**ECONOMIC****Outcome 4 – A diverse and innovative economy with a range of local employment opportunities**

Objectives	Actions	Linked Documents	Officer	25-26	26-27	27-28	28-29	Future
4.1 - Grow and diversify the economy and local job opportunities	4.1.1 Facilitate the introduction of a bi-annual planning session with businesses to discuss current issues and priorities.		CEO		○		○	
	4.1.2 Encourage local businesses to meet their corporate social responsibilities by providing businesses with opportunities to invest resources (financial or in-kind) to support the community's priority projects.		CEO	○	○	○	○	○
	4.1.3 Continue to support new businesses through Council Policy 2.6 <i>Business investment</i> .	Register of Policies	CEO	○	○	○	○	○

Outcome 5 – An attractive destination for short stay visitors

Objectives	Actions	Linked Documents	Officer	25-26	26-27	27-28	28-29	Future
5.1 - Develop and promote high quality tourist accommodation and experiences	5.1.1 Develop a Tourism Strategy with consideration for visitor accommodation, services and experiences.		CDCO		○			
	5.1.2 Maintain and upgrade parks within the Shire.		CEO/MWS	○	○	○	○	○
	5.1.3 Investigate the relocation of the Dalwallinu Caravan Park to vacant land in the Recreation Centre Precinct.		CEO/MWS			○		
	5.1.4 Ensure tourism signage is current and relevant.		CDCO	○	○	○	○	○



	5.1.5 Provide a seven (7) day a week service at the Discovery Centre during peak periods.		CEO	☐	☐	☐	☐	☐
5.2 - Develop and manage nature based experiences and trails	5.2.1 Investigate the locations for a proposed bicycle pump track.		MWS			☐		
	5.2.2 Maintain the walk trails and signage within the Dalwallinu townsite.		MWS	☐	☐	☐	☐	☐
	5.2.3 Develop new walk trail marketing brochures.		CDCO		☐			



Sunset over the paddocks



BUILT ENVIRONMENT

Current situation

The community values local parks and playgrounds.

The road network has over 500km of sealed roads and over 1500km of unsealed roads within the Shire of Dalwallinu.

The 2024 survey rated the Shire of Dalwallinu's achievements in the Built Environment area as follows:

Response	Number	%
Very Poor	0	0
Poor	2	16.67
Average	4	33.33
Good	4	33.33
Very Good	2	16.67

Recent achievements

Completion of a 9 lot residential subdivision and 8 lot Industrial subdivision

The Shire were successful with an application to DevelopmentWA through the RDAP program to undertake much needed land subdivisions in Dalwallinu.

These were completed in the 24-25 year and went out to the market in April 2025.



9 Lot Residential Subdivision



8 Lot Industrial Subdivision





Upgrades to Dalwallinu Town Hall

After consultation with the community, Council chose to retain and maintain the Dalwallinu Town Hall. Capital works were undertaken including replacing the flooring and internal painting of the main hall area.

Renovations were undertaken to the front three (3) rooms of the Dalwallinu Town Hall which have been leased for a physiotherapy practice.

New Concrete Floor in Dalwallinu Town Hall



Multi Purpose Early Childhood Learning Centre

With assistance from the Federal Government through the LRCIP program, Council resolved to construct a new facility. This facility houses a child care centre and space for the Toy Library and Playgroup.

Multi Purpose Early Childhood Learning Centre



New Housing – 68 Annetts Road, Dalwallinu

Through the DFES Cyclone Seroja Resilience Fund, a new 2x1 modular house was constructed at the rear of lot 68 Annetts Rd, Dalwallinu. This house will be used for Emergency Accommodation should a member of the community lose their house through fire, flood, cyclone etc.

Construction has commenced on an additional 3x2 home and another 2x1 home for this lot. It is expected that these will be completed by July 2025.

Ablution at cemetery

A new ablution facility was constructed in 2024 at the Dalwallinu Cemetery.



New Ablution Block Dalwallinu Cemetery



New Emergency Accommodation Housing



Footpaths

Over the past 3 years 1,556 metres of dual use footpaths have been installed in Dalwallinu and Kalannie townsites. These were partially funded by the Department of Transport.



Road Projects

Wheatbelt Secondary Freight Network (WSFN)

The WSFN in the Main Roads WA Wheatbelt Region comprises some 4,400km of Local Government managed roads across 53 routes that connect with State and National highways to provide access for heavy vehicles into the region. It consists of 42 LGs of the Wheatbelt region who have worked collaboratively for over 4 years to identify to secure \$187M of Federal, State and Local Government funding to improve secondary freight network routes on Local Government Roads in the Wheatbelt.

Roads that are identified within this program are:

- Bell Road
- Miling North Road
- Dowerin-Kalannie Road
- Dalwallinu-Kalannie Road

The final year for this program is 2025-2026.



Commodity Route

Commodity Routes are defined as routes where there is a significant high priority transport task associated with the transport of a commodity such as grain, timber, agricultural lime, iron ore, etc. The funding is intended for roads that require upgrading or maintenance to accommodate the commodity transport function.

The road that has been identified in this program is Wubin East Rd.

Roads to Recovery

The Roads to Recovery (RTR) Program supports the construction and maintenance of the nation's local road infrastructure assets, which facilitates greater accessibility and improves safety, economic and social outcomes for Australians.

Funding under the RTR Program is available to all local government areas in Australia, for projects delivered through councils, and state and territory governments in unincorporated areas, under the *National Land Transport Act 2014*.

RTR is an ongoing program that operates on a five-year funding period, providing a stable and predictable source of funding. Flexibility is built into the program, with funding recipients able to decide on the roads projects that deliver on local priorities throughout the funding period.

From 1 July 2024, a new five-year funding period commenced with increased funding as announced by the Australian Government in November 2023. The Shire of Dalwallinu's funding over this period is \$6,363,095.

Regional Road Group (RRG)

The State Road Funds to Local Government Agreement mandates the existence and operation of Regional Road Groups, which the State Road Funds to Local Government Advisory Committee oversees. The State Roads to Local Government management structure identified the following Regional Road Groups:

- Gascoyne
- Metropolitan
- Goldfields-Esperance
- Mid-West
- Great Southern
- Pilbara
- Kimberley
- Wheatbelt North
- South West
- Wheatbelt South

The Shire of Dalwallinu is part of the Wheatbelt North Regional Road Group.

Funds through this program are two-thirds funded by RRG and one third funded by the Shire of Dalwallinu.



What do the community want?

The following outcomes have been identified as contributing to the achievement of the Shire's Economic goal.

Access to land for future subdivisions	1
Well built and maintained community facilities	2
Well maintained road network	3
Well maintained stormwater and sewerage system	4

What we will keep doing

Council will continue to deliver and support the services that contribute to the achievement of the Built Environment aspiration and outcomes such as:

- Town planning
- Planning and building approvals
- Asset management
- Building maintenance
- Playgrounds, parks and reserves
- Streetscapes
- Footpaths, trails and cycleways
- Roads
- Traffic management and signage
- Cemetery Management
- Property management



Memorial Park Cenotaph

Shire Officers will continuously review and improve service delivery in these areas when developing and implementing their Service Plans.

**BUILT ENVIRONMENT****Outcome 6 - Quality community facilities, infrastructure and accommodation options that meet the needs of a growing population.**

Objectives	Actions	Linked Documents	Officer	25-26	26-27	27-28	28-29	Future
6.1 - Plan for responsible growth and development with critical utilities infrastructure	6.1.1 Continue to advocate for the conversion of all UCL in the Dalwallinu townsite to be converted to Freehold/Reserve land.		CEO	○	○	○	○	○
	6.1.2 Advocate for reliable and fast internet and mobile coverage to enable participation in the digital economy.		CEO	○	○	○	○	○
6.2 - Plan for more diverse, affordable and sustainable housing.	6.2.1 Encourage active development of vacant land to provide and increased diversity of land options.		MPDS		○			○
	6.2.2 Encourage owners with large blocks of land to subdivide to provide increased diversity of land options.		MPDS		○			
	6.2.3 Advocate for the State Government to build housing on available government owned land.		CEO	○	○	○	○	○
	6.2.4 Maintain/Improve employee housing in Dalwallinu.		CEO	○	○	○	○	○
	6.2.5 Continue to explore opportunities for joint venture accommodation options with Department of Communities.		CEO	○	○	○	○	○
	6.2.6 Seek funding for housing to attract and retain new residents to support the economic development of the Shire.		CEO	○	○	○	○	○



6.3 – Keep a persistent focus on building a safe and efficient road network	6.3.1 Maintain strong effective representation in Regional Road Groups to maximise funding opportunities for the Shire.		Deputy Shire President	○	○	○	○	○
	6.3.2 Review and maintain 10 year Road Plans.		MWS	○	○	○	○	○
	6.3.3 Support the Road Safety Vision Statement and Road Safety Strategy.		MWS	○	○	○	○	○

Outcome 7 – Attractive and welcoming streets and community spaces

Objectives	Actions	Linked Documents	Officer	25-26	26-27	27-28	28-29	Future
7.1 - Design and maintain attractive streetscapes	7.1.1 Maintain the Signage Register and audit bi-annually.		CDCO		○		○	
7.2 - Provide quality playgrounds, parks and community spaces	7.2.1 Provide adequate shade at playgrounds throughout the Shire.	S&R Plan	MWS		○			
	7.2.2 Install play equipment for toddlers and small children in Pithara.	S&R Plan	CEO/MWS	○				
	7.2.3 Upgrade Memorial Park with the inclusion of additional seating, shelters and water play area.	S&R Plan	CEO/MWS	○				
	7.2.4 Install an additional dam to harvest stormwater to be used on parks and ovals.		CEO			○		
	7.2.5 Review the Sport & Recreation Plan on a bi-annual basis.	S&R Plan	CEO	○		○		○
	7.2.6 Retain and maintain Dalwallinu & Kalannie Town Halls		CEO	○	○	○	○	○



Outcome 8 – Safe, sustainable and connected transport

Objectives	Actions	Linked Documents	Officer	25-26	26-27	27-28	28-29	Future
8.1- Encourage greater use of active transport with improved paths and cycleways	8.1.1 Identify required footpaths and trails and update Bike Plan with costed projects to meet community needs over the next 10 years.	Local Bicycle Network Plan	CDCO/CEO		○			
	8.1.2 Provide bike racks in parks/playgrounds as required.	Local Bicycle Network Plan	MWS			○		
	8.1.2 Continue to apply for WABN funding for proposed footpath upgrades.	Local Bike Plan	MWS	○	○	○	○	





NATURAL ENVIRONMENT

Current situation

The Shire manages a large area of bush reserves.

The Shire has and will continue to harvest stormwater for use on its parks and gardens. It is intended to install another dam for this purpose in the coming years.

The 2024 survey rated the Shire of Dalwallinu's achievements in the Natural Environment area as follows:

Response	Number	%
Very Poor	0	0
Poor	0	0
Average	6	46.15
Good	7	53.85
Very Good	0	0



Annetts Road Stormwater Catchment

Recent achievements

Installation of Dam and Water tanks (Roberts Rd)

The Shire recently installed a dam to harvest the stormwater run off on the eastern end of Huggett Drive/Roberts Rd. This is then pumped into storage tanks and is utilised to water the parks in the townsite of Dalwallinu. Tanks were also installed in Kalannie which will water the town oval.

Installation of an Electric Vehicle Charging Station

An EV charging station was installed in Dalwallinu in 23-24. This has been well utilised by traveler's to Dalwallinu.

Installation of Dam (Annetts Rd)

The Shire recently installed a dam to harvest the stormwater run off from Annetts Rd. This water will also be utilised by the Dalwallinu District High School to irrigate their oval.



What do the community want?

Reduced litter and improved ambience of streetscapes	1
Reduced feral animal population in the Shire	2
Increased water storage capabilities	3
Improved weed control in the Shire	4
Enhanced rehabilitation of reserves	5
Expanded recycling services	6

What we will keep doing

Council will continue to deliver and support the services that contribute to the achievement of the Natural Environment aspiration and outcomes such as:

- Weed management
- Environmental Health Services
- Waste Collection Services
- Waste education
- Storm water management
- Firebreaks and fire hazard management
- Fire prevention
- Emergency services
- Pest control
- Environmental protection
- Sewerage System in Dalwallinu
- Increase tree canopy on town street verges



Memorial Park upgrade



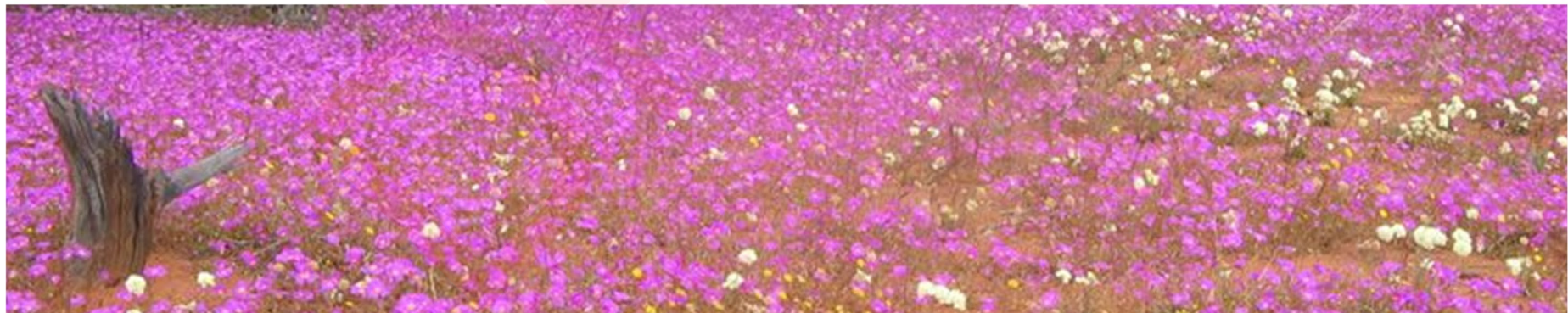
Shire Officers will continuously review and improve service delivery in these areas when developing and implementing their Service Plans.



NATURAL ENVIRONMENT

Outcome 9 - Respect and care for our environment and heritage.

Objectives	Actions	Linked Documents	Officer	25-26	26-27	27-28	28-29	Future
9.1 Encourage sustainable practices to minimise and offset carbon emissions	9.1.2 Promote Federal and State Government incentives and educational material that encourage local businesses and community members to adopt sustainable practices.		MPDS		○			
9.2 - Encourage sustainable practices at Shire Landfill sites	9.2.1 Explore the option to man the Dalwallinu Refuse Site with reduced opening hours.		CEO/MWS		○			
	9.2.2 Explore options to provide a mulching service at the refuse site to reuse green waste.		MWS		○			
	9.2.3 Review the Management Plan for the Dalwallinu Refuse Site.		MPDS/MWS	○				
	9.2.4 Explore options for the disposal of E-Waste		MPDS	○				
	9.2.5 Explore options for a transfer station at Kalannie Refuse Site		MPDS		○			





Outcome 10 – A resilient community

Objectives	Actions	Linked Documents	Officer	25-26	26-27	27-28	28-29	Future
10.1- Strengthen community resilience to cope with natural disasters and emergencies, including pandemics, storms, flooding and fire	10.1.1 Review emergency management plans and arrangements with the support of the LEMC.	LEMA	MCS					○
	10.1.2 Provide back up power with the use of generators during emergencies (where possible).		MWS	○	○	○	○	○



Kalannie Township Entrance Statement



GOVERNANCE

Current situation

The Shire President, Councillors and Chief Executive Officer continue to manage the Shire in a professional manner. Over recent years, the Shire has been high performing and undertaken numerous projects for the communities benefit. The Shire is open and accountable with all of their processes and will continue to do so into the future.

The Shire has a Communication Plan and Community Engagement Plan which guides how the community are to be consulted on matters. The Shire consistently advertises on their Website, Facebook Page, 'Dally News' newsletter, the Totally Locally and Kalannie Kapers. In addition, we use a Visual Messaging trailer and the new LED community noticeboard which can be used for communication purposes.

The 2024 survey rated the Shire of Dalwallinu's achievements in the Governance area as follows:

Response	Number	%
Very Poor	0	0
Poor	0	0
Average	8	61.54
Good	3	23.08
Very Good	2	15.38

Electronic Noticeboard



Street Banners

Recent achievements

LED noticeboard in Johnston Street, Dalwallinu

Through the DFES Cyclone Seroja Resilience Fund, the Shire have installed an LED community noticeboard. This will be utilised to convey emergency related messages to the community along with local community news.



What do the community want?

Improved communication/consultation across all towns with a variety of methods	1
Improved emergency planning and response	2
Improved flexibility in and provision of customer service	3
Strategic alliances to best serve Dalwallinu	4

What we will keep doing

Council will continue to deliver and support the services that contribute to the achievement of the Governance aspiration and outcomes such as:

- Governance
- Advocacy and Lobbying
- Making and enforcing Local laws
- Strategic Planning
- Risk Management
- Financial Management
- Workforce Management
- Information technology
- Elections
- Council and Elector's meetings
- Community consultation
- Communication
- Customer Service
- DoT Licensing

Shire Officers will continuously review and improve service delivery in these areas when developing and implementing their Service Plans.

GOVERNANCE



Outcome 11 – Visionary leadership and responsible governance

Objectives	Actions	Linked Documents	Officer	25-26	26-27	27-28	28-29	Future
11.1 - Maintain a high standard of leadership, corporate governance and customer service	11.1.1 Undertake a review of the Council Plan (minor review in 27-28 and major review in 29-30) to ensure strategic and financial planning is agile and aligned with changing market conditions and community needs.	Council Plan	CEO			○		○
	11.1.2 Develop Service Plans for each of the Shire's teams. These plans will describe current services, strategic actions FTE's, cost. Once developed, these plans will be reviewed bi-annually by service teams.		SMT		○		○	
	11.1.3 Review and improve the Councillor induction Program.		CEO	○		○		
	11.1.4 Review the Risk Management Framework.	Risk Management Framework	MCS		○			
	11.1.5 Maintain statutory reporting requirements (including compliance audit return, delegation register, policy review and statutory registers) to deliver quality governance.		CEO/MCS	○	○	○	○	○



11.2 - Responsibly manage the Shire's finances, human resources and assets	11.2.1 Review the Strategic Resource Plan (incorporating LTFP and AMP).	SRP	MCS	○	○	○	○	○
	11.2.2 Review All Plans.	ICT Plan Business Continuity Plan Bike Plan DAIP RKP Workforce	MCS/CEO	○	○	○	○	○
	11.2.3 Review asset rationalisation and consolidation opportunities for Council land and building assets.	Property Register	CEO		○		○	

Outcome 12 – A well informed and engaged community

Objectives	Actions	Linked Documents	Officer	25-26	26-27	27-28	28-29	Future
12.1 - Engage with the community about Shire projects, activities and decisions in a timely, open and effective manner	12.1.1 Review Communication Plan and Community Engagement Plan (bi-annually).	Communication Plan and Community Engagement Plan	CEO		○		○	
	12.1.2 Continue to request that community members sign up to the Email database to be kept informed.		EA	○	○	○	○	○
	12.1.3 Encourage attendance to Ordinary Council Meetings and annual Electors Meeting.		EA	○	○	○	○	○
12.2 - Improve Shire marketing and communications	12.2.1 Encourage community members to sign up to the E-newsletter, follow our FaceBook page and log into Shire Website to obtain latest up to date information.		EA	○	○	○	○	○



PUBLIC HEALTH

Current situation

Council adopted the Shire of Dalwallinu Public Health Plan 2022-2026 in September 2022.

The 2024 survey rated the Shire of Dalwallinu's achievements in the Public Health area as follows:

Response	Number	%
Very Poor	0	0
Poor	0	0
Average	6	46.15
Good	7	53.85
Very Good	0	0

Recent achievements

Nil

What do the community want?

Maintaining existing health services	1
Lobbying for additional health services	2
Improved health and wellbeing to the community	3

What we will keep doing

Council will continue to deliver and support the services that contribute to the achievement of the Public Health aspiration and outcomes such as:

- Support existing health services
- Promoting healthy communities

Shire Officers will continuously review and improve service delivery in these areas when developing and implementing their Service Plans.

**PUBLIC HEALTH****Outcome 13 – To promote and sustain a healthy, active and safe community**

Objectives	Actions	Linked Documents	Officer	25-26	26-27	27-28	28-29	Future
13.1 Prevent harm from unsafe use of alcohol, tobacco and other drugs	13.1.1 Support stakeholders in promoting family friendly low and/or no alcohol, smoke free events.	Public Health Plan 2022-2026	MPDS	○	○	○	○	○
	13.1.2 Provide targeted education to reduce the impact of alcohol and drug consumption in the community.		MPDS	○	○	○	○	○
	13.1.3 Liaise with clubs and liquor outlets to promote safe sale, service and consumption of alcohol and tobacco.		MPDS	○	○	○	○	○
	13.1.4 Encourage the reduction in smoking by promoting smoke free, public spaces such as playgrounds and recreation spaces.		MPDS	○	○	○	○	○
13.2 Increased healthy affordable food and lifestyle options	13.2.1 Support community recreation activities and provision of accessible exercise equipment for all ages, children, young adults and seniors.	Public Health Plan 2022-2026	MPDS	○	○	○	○	○
	13.2.2 Link with Livellighter or similar campaign to engage the community in healthy lifestyle choices.		MPDS	○	○	○	○	○
	13.2.3 Increase knowledge of the impacts of obesity and the benefits of maintaining good health.		MPDS	○	○	○	○	○
	13.2.4 Encourage healthy and affordable options in food outlets, at venues and events and Shire facilities.		MPDS	○	○	○	○	○



13.3 Improved community safety and wellbeing initiatives	13.3.1 Liaise with main Roads and Road Safety Commission to improve road safety in the region.	Public Health Plan 2022-2026	MWS	○	○	○	○	○
	13.3.2 Continue to encourage childhood and adult immunisation participation.		MPDS	○	○	○	○	○
	13.3.3 Encourage personal health screening services e.g. cervical, bowel & mammogram.		MPDS	○	○	○	○	○
	13.3.4 Ensure a regular dental service is maintained to promote good oral health.		MPDS	○	○	○	○	○
	13.3.5 Develop a community garden to engage seniors and young adults to increase social connections and enhance mental wellbeing.		MPDS	○	○	○	○	○
13.4 Provide environmental health protection to reduce risks to community health	13.4.1 Monitor public health indicators and encourage other government intervention.		MPDS	○	○	○	○	○
	13.4.2 Provide access to education on public health matters e.g. Foodsafe Online and disease control.		MPDS	○	○	○	○	○
	13.4.3 Maintain food standards by regular surveillance of food premises.		MPDS	○	○	○	○	○
	13.4.4 Continue to monitor drinking and recreational waters, aquatic facilities and recycled water systems to maintain standards and reduce public health risks.		MPDS	○	○	○	○	○



Service Area Planning

Service teams are responsible for delivering priority projects in this plan, along with existing services and facilities, to meet statutory requirements and community needs.

Service Plans will be introduced to explore ways to continuously improve the customer experience, increase business efficiencies and leverage greater value.

This table provide an overview of the teams, services and the number of employees by team expressed as the full time equivalent (FTE)

Directorate	Team	Services		Employees (FTE)
Chief Executive Officer	Office of the CEO	Strategic Planning & Management Governance Advocacy Risk Management Communication & PR Executive Services	Human Resources Economic Development Events Building Maintenance Aquatic Centre Management Property Management	5.34
Corporate & Community Services	Corporate Services	Finance Records Management Information technology	Customer Service Insurance	4.44
	Community Services	Library/Visitor Centre Community Development Tourism		1.0
	Emergency Services	Compliance Volunteer management Volunteer Fire Brigades support	Grant funding and acquittal Emergency Management	0.3
Planning & Development	Development	Statutory and strategic planning Building & planning approvals	Compliance	1.0
	Regulation	Environmental Health		



Works & Services	Construction & Maintenance	Roads, drainage, footpath construction, upgrades & maintenance		6.0
	Parks & Gardens	Street Cleaning Parks, Gardens & Oval Maintenance Weed spraying		5.89
	Depot, Fleet & Waste	Depot management Refuse Site Fleet management & maintenance	Mechanical Services Works Supervisor	2.0
	Asset Management	Asset Management Planning Budget programs Grant funding applications and acquittals	10 year Road Plans Manager Works & Services/Technical Support Officer	1.5
Total employees (FTE)				27.47



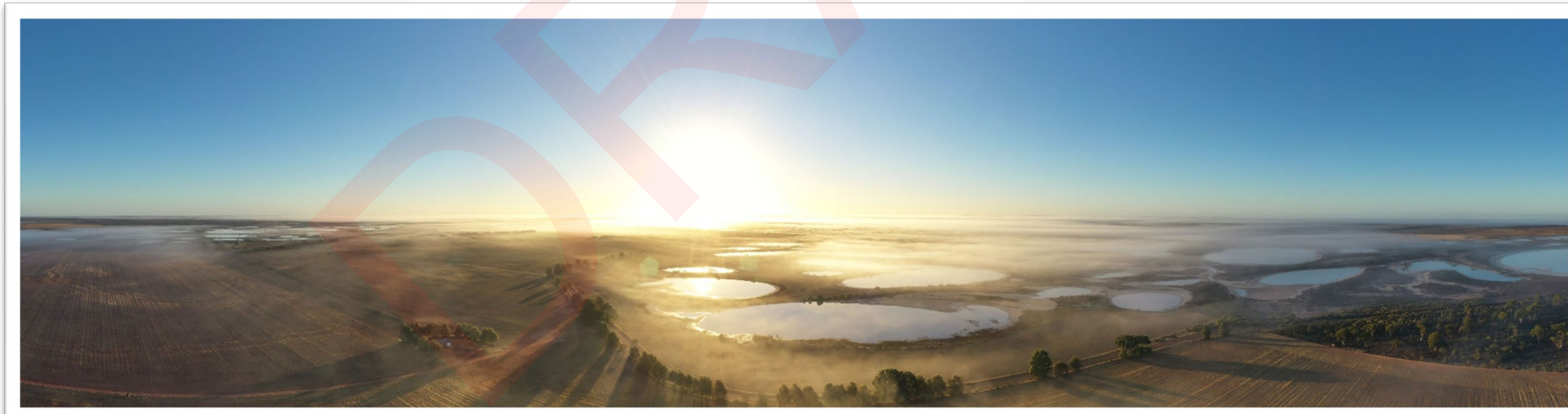
Petrudor Rock



Additional Operating Expenditure

Several priority projects are forecast to be undertaken that will result in additional operating expenditure. These projects are subject to funding being secured through a combination of council and external funding. Council funding, including the allocation of cash and reserves, is approved by Council when setting the Strategic Resource Plan and reaffirmed when adopting the Annual Budget. External funding is dependent on securing grants, loans or other funds. This table shows total estimated costs and funding required at the time when this plan was finalised.

Actions	Estimated Costs			
	25-26	26-27	27-28	28-29
2.2.3 Investigate options to upgrade/relocate the Dalwallinu Skate Park.			\$10,000	
2.3.2 Host Community Celebration Day every three years			\$15,000	
3.3.1 Undertake a universal access audit of public facilities (in-house)				
5.1.1 Develop a Tourism Strategy with consideration for visitor accommodation, services and experiences.		\$15,000		
5.1.3 Investigate the relocation of the Dalwallinu Caravan Park to vacant land in the Recreation Centre Precinct			\$30,000	
5.1.4 Review and upgrade standard brown signage for tourist attractions	\$2,500	\$2,500	\$2,500	\$2,500
5.2.1 Investigate the locations for a proposed bicycle pump track			\$10,000	
8.1.2 Provide bike racks in parks/playgrounds	\$1,500		\$1,500	



Foggy Sunrise over lakes



Capital Program

Several priority projects are forecast to be undertaken that will result in additional capital expenditure. These projects are subject to funding being secured through a combination of council and external funding. Council funding, including the allocation of cash and reserves, is approved by Council when setting the Strategic Resource Plan and reaffirmed when adopting the Annual Budget. External funding is dependent on securing grants, loans or other funds. This table shows total estimated costs and funding required at the time when this plan was finalised.

Actions	Estimated Costs			
	25-26	26-27	27-28	28-29
3.1.3 Upgrade park in Pithara	\$65,000			
3.2.1 Replace Sullivan Lodge with new Independent Living Units			\$1,500,000	
5.1.2 Upgrade Memorial Park with the inclusion of a water play area	\$1,500,000			
6.2.1 Encourage active development of vacant land to provide and increased diversity of land options. (R37244)		\$2,500,000		
7.2.1 Install shade sails at Wubin Playground	\$50,000			
7.2.4 Install an additional dam to harvest stormwater to be used on parks and ovals	\$100,000			



Buntine Rocks



Supporting strategies and plans

Several strategies and plans informed the creation of this Council Plan and will continue to guide the Shire of Dalwallinu to achieve the community's desired outcomes.

Strategic Resource Plan

The Strategic Resource Plan is a 10-year financial and asset planning document. It is created with consideration for forecast income, cash flow, rate setting, financial position and equity statements. These statements are supported by details of assumptions on which the plan has been developed, projected income and expenditure, scenario modelling and sensitivity analysis, major capital works schedules and risk assessments of major projects. As assumptions and forecasts may be impacted by unanticipated social and financial changes, this plan is regularly reviewed and adjusted. A copy of this document is available on the Shire website.

Workforce Plan

The Workforce Plan helps to shape the workforce now and into the future. It provides a coordinated approach for resourcing key projects, services and operations to meet organisational objectives and community priorities. The Workforce plan profiles the current workforce, considers labour market forces and trends, identifies skills, knowledge and resourcing gaps, advises on recruitment, training and retention strategies to close any gaps.

Sport & Recreation Plan

The Sport & Recreation Plan is a 10-year document that identifies projects identified to take place over that ten year period. This plan is reviewed every two years and the community is invited to submit projects for consideration into the plan. The Plan is a tool for Council to use when undertaking budget planning to ensure that projects are well planned and not adhoc projects.

Other supporting strategies and plans

Local government is required to fulfill statutory requirements through the provision of various documents, such as a Local planning Scheme, Disability Access & Inclusion Plan and Public Health Plan. Council also endorses various plans and strategies to provide an in-depth review and assessment of strategic options to address local priorities. A summary of these plans and strategies are listed below.



Supporting Strategies and plans	Responsible Officer	Statutory requirement	Date adopted or last reviewed	Date for review or retirement
Age Friendly Community Plan	Chief Executive Officer			
Bike Plan	Chief Executive Officer		May 2022	N/A
Business Continuity Plan	Chief Executive Officer		March 2024	March 2027
Communication Plan	Chief Executive Officer		June 2023	June 2025
Community Engagement Plan	Chief Executive Officer		June 2023	June 2025
Disability Access & Inclusion Plan	Manager Planning & Development Services	✓	June 2024	June 2029
Financial Management Review	Manager Corporate Services	✓	July 2022	July 2025
Fraud & Corruption Plan	Chief Executive Officer		September 2023	September 2025
ICT Plan	Manager Corporate Services		November 2024	November 2029
Local Emergency Management Committee Plan	Manager Corporate Services	✓	June 2020	June 2025
Local Planning Scheme No 2	Manager Planning & Development Services	✓		
Local Planning Strategy	Manager Planning & Development Services	✓		
Record Keeping Plan	Manager Corporate Services	✓	June 2025	June 2030
Risk Management Review	Chief Executive Officer	✓	December 2022	December 2025
Sport & Recreation Plan	Chief Executive Officer		December 2023	December 2025
Strategic Resource Plan	Manager Corporate Services	✓	February 2021	2025
Workforce Plan	Chief Executive Officer		July 2023	July 2025

9.4.5 Lease of Building on Lot 594 (20) Park Drive, Dalwallinu – Dalwallinu Creative Arts Inc*

Report Date	27 May 2025
Applicant	Shire of Dalwallinu
File Ref	A1008
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	Draft lease

Purpose of Report

Council is requested to enter into a lease with Dalwallinu Creative Arts Inc for the use of the Creative Arts Building situated on Lot 594 Park Drive, Dalwallinu.

Background

For some time now, the Shire has been establishing leases for the use of Shire buildings. Negotiations have been ongoing with the Dalwallinu Creative Arts Inc. After recent negotiations, the Dalwallinu Creative Arts have accepted the latest draft lease and it is presented to Council for endorsement.

Consultation

Councillors
Dalwallinu Creative Arts Inc

Legislative Implications

State

Local Government (Administration) Regulations 1996 – Reg 30

Local Government Act 1995 – section 3.58

This proposal is exempt from the *Local Government (Administration) Regulations 1996 – Reg 30 92* (i) and (ii) as the objectives of the lease are for a community group and members would not be entitled to receive profit from the group's transactions.

Policy Implications

Nil

Financial Implications

Nil

General Function Implications

Nil

Strategic Implications

Nil

Site Inspection

Site inspection undertaken: Not applicable



Sustainability & Climate Change Implications

Economic implications

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

Social implications

There are no known social implications associated with this proposal.

Environmental implications

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

Officer Comment

The lease presented is similar to other leases for Shire buildings. The only difference with this lease is that the Dalwallinu Creative Arts Inc are permitted to sub-let the building and due to this, the fee is \$100.00 (ex GST) per annum rather than the peppercorn lease of \$1.00.

Officer Recommendation/Council Resolution

MOTION 10407

Moved Cr JL Counsel

Seconded Cr S Dawson

That Council:

1. Declares that the transaction is exempt from the *Local Government (Functions and General) Regulations 1996* as per Section 92) (b) (i) and (ii);
2. Authorises the Chief Executive Officer to advertise the proposed disposition of the building situated on Lot 594 Park Drive, Dalwallinu, for the amount of \$100.00 (ex GST) per annum for a ten (10) year period, commencing 1 July 2025;
3. Subject to not receiving any public submissions, authorises the Chief Executive Officer to commence the disposal by way of lease, being the building on the land which is Lot 594 Park Drive, Dalwallinu on Deposited Plan 220542 as per the requirements of the *Local Government Act 1995, Section 3.58*;
4. Subject to approval from the Minister of Lands, authorises the Chief Executive Officer to finalise the disposal, by way of lease, being the building on the land which is Lot 594 Park Drive, Dalwallinu on Deposited Plan 220542;
5. Authorises the Shire President and Chief Executive Officer to sign and affix the Common Seal to the lease agreement between the Shire of Dalwallinu and Dalwallinu Creative Arts Inc as per Point 2 above.

CARRIED 5/0

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

Against: Nil



The Agreement is made the

day of

2025

BETWEEN

SHIRE OF DALWALLINU a body corporate with perpetual succession constituted pursuant to the provisions of the *Local Government Act 1995* of PO BOX 141, Dalwallinu, in the State of Western Australia (hereinafter referred to as 'the Shire') of the one part

AND

DALWALLINU CREATIVE ARTS INC. incorporated pursuant to the provisions of the Associations Incorporation Act 1987 and amendments of PO BOX 131, DALWALLINU WA 6609, in the said State (hereinafter referred to as 'the Association') of the other part

WHEREAS Lot 594 on Deposited Plan 220542 and being the while of the land compromised in Crown Land Record Volume LR3114 Folio 840 (hereinafter referred to as 'Lot 594') and being Lot 594 shop 20 Park Drive, Dalwallinu aforesaid has vested in the Shire with power to the Shire to lease the whole or any portion thereof for any term not exceeding twenty-one (21) years subject to the consent of the Minister for Lands.

IT IS HEREBY AGREED as follows

1. The Shire agrees to lease and the Association agrees to take Lot 594 together with all other Shire's fixtures and fittings now or hereafter upon or used in connection with Lot 594 or belonging thereto all of which premises with all additions, alterations and improvements thereto are throughout this agreement called 'the said premises' for the term of ten (10) years from and including 1 July 2025 upon the terms and conditions stated thereafter.
2. The rent is ONE HUNDRED DOLLARS (\$100.00) plus GST per annum payable to the Shire at the Shire's address aforesaid or in such manner as the Shire may direct from time to time by annual payments always in advance. The first of such annual payments to become payable on 1 July 2025 and payments thereafter becoming due and payable on the 1st day of July annually during the said term.
3. The Association covenants and agrees with the Shire as follows:
 - a) To pay the rent hereby reserved the times and in the manner aforesaid without abatement or deduction;
 - b) Punctually to pay all rubbish removal and utility charges of whatsoever nature charged assessed or imposed in respect of the Leased Premises or the use and occupancy and enjoyment thereof including but not limited to all charges for electrical power and current and gas supplied to the Leased Premises and all telephone rent and calls with the exception of water charges which shall be paid by the Shire;
 - c) 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 clean and in good and substantial repair, order and condition having regard to the age of the Premises at the Date of Commencement PROVIDED THAT:

- i. This subclause shall not impose on the Lessee any obligation in respect of damage by earthquake, aircraft, riot, civil commotion, fire, flood, lightning, storm, tempest and reasonable wear and tear, act of GOD and war unless the damage is caused by the neglect, default or misconduct of the Lessee or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee or its employees', agents, contractors or invitees;
 - ii. This subclause shall not impose on the Lessee any obligation in respect of any structural maintenance, replacement or repair except when rendered necessary by any act, neglect, default or omission on the part of the Lessee or its employees, agents, contractors or invitees or by the Lessee's particular use or occupancy of the Premises;
 - iii. All electric globes and fluorescent tubes in the Premises which may be damaged, broken or fail for any reason shall be replaced by the Lessee at its expense; and
 - iv. The expression "**reasonable wear and tear**" shall not include excessive wear to carpets or other floor coverings in the Premises.
 - v. To keep the said premises free from weeds and rubbish;
 - vi. Not to paint, write, exhibit or placard in or about or affix to the said premises any trade, business, professional or advertising notice except of such nature and in such manner as shall have been approved of in writing by the Shire **PROVIDED HOWEVER** that such consent shall not be unreasonable or vexatiously withheld.
- d) At its own expenses, to keep and maintain the said premises including any passageways enjoyed therewith well cleansed and drained and in good sanitary condition and not to carry on or permit or suffer to be carried on thereon any noxious or offensive or unlawful trade or business and not to do or leave undone or suffer to be done or left undone any act, matter or thing whereby a nuisance or anything which may be deemed a nuisance or dangerous or may be or grow to the annoyance, damage or disturbance of adjoining occupiers or owners may exist, arise or continue upon or in connection with the said premises and forthwith to cease and abate any such nuisance or alleged nuisance, annoyance, damage or disturbance;
- e) Not without the previous consent of the Shire in writing first had and obtained to make or suffer to be made any alterations or additions to the said premises or the constructions or arrangement thereof, not to cut, maim or injure nor suffer to be cut, maimed or injured any of the roofs, walls, partitions, timers or floors or fixtures thereof;
- f) Not to assign, transfer, mortgage, charge, sublet or otherwise part with the possession of the said premises or any part thereof for all or any of the said term to any person or persons whatsoever without the previous consent in writing of the Shire and the minister for Lands for that purpose in each instance had and obtained which consent the Shire may at its unfettered choice refuse and Sections 80 and 82 of the Property Law Act 1969 are hereby expressly excluded;
- g) To permit a Shire representative or any other person authorised by the Shire at all reasonable times to enter upon the said premises in order to view the condition thereof and upon notice of writing from the Shire, to remedy any want of reparation or otherwise comply with any obligation compulsory upon the Association and herein expressed;

- h) To pay the costs of and incidental to the preparation of this Agreement and copies and the stamp duty thereon and all costs incurred by the Shire of and incidental to the preparation and service of a notice under Section 81 of the Property Law Act 1969;
- i) To use the said premises for the purposes of facilitating use of the said premises by the Dalwallinu Creative Arts Group and other organisations individuals or entities that the DCA approves;
- j) To insure and at all times during the continuance hereof keep insured against loss or damage by fire, lightning thunderbolt, storm, tempest, rainwater, water, earthquake, flood, impact, explosion, aircraft, riots, strikes and other malicious acts removal of debris all buildings and erections upon Lot 594 and including all plate glass in the said premises and to include additional clauses of extra cost of reinstatement alteration and occupancy architects fees and automatic reinstatement capital additions hazardous goods temporary removal and such other risks as may seem to the Shire to be reasonably necessary or expedient in the name of the Shire as owner and the Association as tenant in the full insurable value thereof and to pay all premiums and sums of money necessary for keeping on foot such insurance as and when the same shall become payable and to deliver up to the Shire the policy of such insurance and from time to time as the same shall become payable proper vouchers for the payment of such premiums and sums of money;
- k) To effect and keep in force at all times during the continuance of this Lease in the names of the Shire and the Association for their respective rights and interests, a public risk insurance policy with a public insurance company for not less than TWENTY MILLION DOLLARS (\$20,000,000) (or such further amount as the Shire may consider reasonable necessary in respect of any one occurrence) against all claims of every nature or injury (including death), damage or loss suffered or alleged to have been suffered by any person whomsoever arising out of the presence of any such person or property on the said premises and to pay all premiums and sums of money necessary for keeping on foot such insurance as and when the same shall become payable and to deliver up to the Shire the policy of such insurance and from time to time as the same shall become payable, proper vouchers for the payment of such premiums and sums of money;
- l) Duly and punctually to comply with the provisions of all Acts (and all by-laws and regulations and rules thereunder respectively) applicable to the use and occupancy of the said premises of any health water supply local or other authority or person having by statute regulation or order any jurisdiction or control over the said premises;

AND on default in any of the particulars as aforesaid, it shall be lawful for the Shire at its discretion to make all such payments and do all things in respect of which default shall have been made and do any other act in the premises which it may think fit and all monies so paid and the costs thereof respectively with the interest thereon at the rate of 10% per annum computed from the time or respective times of payment thereof shall be repaid by the Association to the Shire on demand and until such repayment shall be added to the rent hereby reserved and recoverable in like manner as rent in arrears;

- m) To indemnify the Shire and the Minister for Lands and keep the Shire and Minister for Lands indemnified from and against all claims, demands, writs, summonses, actions, suits, proceedings, judgements, orders, decrees, damages, costs, losses and expenses of any nature whatsoever which the Shire may suffer or incur in connection with loss of life,

personal injury or damage to property arising from or out of any occurrence in upon or at the said premises or the use by the Association of the said premises or any part thereof or to any person or the property of an person using or entering or near any entrance to the said premises or occasioned (whatsoever it may occur) wholly or in part by any act, neglect, default or omission by the Association, its agents, contractors, servants, workmen, customers, members or any other person or persons using or upon the said premises with its consent or approval expressed or implied;

- n) To keep the said premises free from weeds and rubbish;
- o) Not to paint, write, exhibit or placard in or about or affix to the said premises any trade, business, professional or advertising notice except of such nature and in such manner as shall have been approved of in writing by the Shire **PROVIDED HOWEVER** that such consent shall not be unreasonable or vexatiously withheld.

4. **PROVIDED ALWAYS** and it is expressly agreed as follows:

- a) That in case the said premises or any part thereof shall be destroyed or damaged by fire during the term hereby granted so as to be unfit for occupation and use and provided that the insurance in respect of the said premises shall not have been vitiated or rendered void or the payment of the policy money refused in consequence of some act of default of the Association or its servants or agents, payment of the rent hereby reserved or a fair or just proportion thereof according to the nature and extent of the injury or damage sustained, shall be suspended until the said premises shall be again rendered fit for occupation and use and if any question shall arise between the Shire and the Association as to whether the said premises have become untenable or in regard to the amount of the abatement so to be made on the said rent or the period for which the rent or any part hereof shall be suspended or otherwise in relation thereto the same shall be referred to arbitration in accordance with the provisions of the Commercial Arbitration Act 1985 **PROVIDED THAT** if at any time the said premises shall be totally destroyed or damaged in manner aforesaid so as to render the said premises wholly unfit for occupation or use or in the opinion of the Shire (whose decision shall be final) as to require re-building or reinstatement then the Shire may determine the term hereby granted at the expiration of twenty-eight (28) days after service on the Association of a notice in writing of the Shire's intention in that behalf and if the said premises shall not be rebuilt or reinstated within three (3) months after such destruction or damage then the Association may determine the said term at the expiration of twenty-eight (28) days after the service of the Shire of a similar notice but no such determination shall release the Association from liability for rent accruing up to such determination or for damages in respect of any antecedent breach of any of the Associations covenants herein contained or implied;
- b) If the rent hereby reserved shall at any time be in arrears or unpaid for one (1) month after the same shall have become due whether demanded or not of , if the Association shall at any time fail or neglect punctually to perform or observe or shall permit or allow any neglect or breach of any agreement herein contained or implied and on the part of the Association to be performed and observed or if the Association or other persons in whom for the time being the term hereby created shall be vested, shall permit any execution to be levied on the said premises or shall become bankrupt or make any assignment for the benefit of or enter into any agreement or make any arrangement with

creditors for liquidation of his, her or their debts by composition or otherwise or being a company or other incorporated body shall enter into liquidation whether voluntary or otherwise or if the Association or such company or other incorporated body shall suffer their, his or her or its interest in this Agreement or the tenancy hereby created to be taken in execution THEN and in any such case it shall be lawful for the Shire to determine this tenancy and if thought fit re-enter upon the said premises or any part thereof in the name of the while and resume possession thereof without prejudice to any right of action or remedy of the Shire in respect of any antecedent breach of any of the agreements by the Association herein contained;

- c) Any notice requiring to be served given or made under this Agreement shall be sufficiently served on the Association if addressed to the Association and left at or posted by registered letter addressed to the Association at its address aforesaid shall be deemed served two (2) days after having been posted;
- d) That if the Association with the consent of the Shire remains in possession after the expiration of the said term or any extension thereof, the Association shall so remain as tenant from week to week on the like terms and conditions as in this Agreement so far as applicable to a weekly tenancy (and with the express exception of any option of renewal) and at such a weekly rental as shall be determined and in default of determination prior to the expiration of one (1) week after the expiration of the said term or any extension thereof at a rental each week proportionate to the rental payable immediately prior to the termination of the term aforesaid or any extension thereof;
- e) At the expiration or sooner determination of the term hereby granted or any extension or renewal thereof all additions, alterations, extensions to all buildings erections and improvements now or hereafter during the said term or any extension or renewal thereof erected or made on the said premises shall belong to the Shire free of all claims by the Association.

- 5. And the Shire to the intent to bind the said premises and the registered proprietor thereof for the time being but not so as to render the Shire personally liable in damages except for its own acts and defaults while it remains the Lessor of the said premises hereby agrees with the Association that the Association duly paying rent hereby reserved and performing and observing the agreement by the Association herein contained shall peaceably and quietly hold and enjoy the said premises during the said term and any extension without any interruption by the Shire or any person or persons rightfully claiming under or in trust for it.
- 6. The covenants by the Association contained in this Agreement to pay the rent and make the payments referred to in Clause 2 hereof at or within the times and in the manner herein provided shall be an essential item of this Agreement. Without prejudice to any other right or remedy of the Shire expressly or impliedly contained in this Agreement or at law or in equity the breach of the covenant by the Association to pay the rent or any part thereof or to make the said payments or any part thereof at the time and in the manner herein provided causing the determination of this Agreement by the Shire shall entitle the Shire to recover from the Association as and by way of liquidated damages for such breach the aggregate of the rent and other moneys including the balance then due in terms of Clause 2 hereof plus interest as provided herein which would have been payable by the Association for the residue of the term

after such determination less the aggregate of the rent and other moneys which the Shire may using reasonable endeavours have obtained or be likely to obtain by re-letting the said premises for the residue of the term after such determination.

7. In this clause:

- a) 'GST' refers to goods and services under the *Goods and Services Act 1999* and the terms used have meanings as defined in the GST Act;
- b) It is agreed that rent and all other amounts agreed to be paid by the Lessee to the Lessor, being the consideration for the supply expressed in this lease, are exclusive of GST;
- c) In respect of any liability of the Lessor for GST under this lease, and the renewal or extension of this lease, including for rent, rates, outgoings, or any consideration for any other taxable supply:

The Lessee covenants to pay to the Lessor at the same time as any payment is made involving the Lessor in GST liability, the additional amount of GST, together with the payment to which it relates;

- d) The Lessee's liability under (3) is to reimburse the full amount of GST, disregarding and excluding the Lessor's entitlement to input tax credit which the Lessor's entitlement to input tax credits or other credits or reimbursements for GST;
- e) If the Lessor is entitled to an input tax credit in relation to any amount recoverable from the Lessee under (3), the amount payable by the Lessee shall be reduced by the amount of the input tax credit which the Lessor has received or claims and is entitled to receive;
- f) In respect of each payment by the Lessee under (3), the Lessor agrees to deliver to the Lessee, as required under the GST Act, tax invoices in a form which complies with the GT Act, and the regulations, to enable the Lessee to claim input tax credits in respect of the taxable supply.

Signing Page

DATE: _____

EXECUTED

THE COMMON SEAL of

SHIRE OF DALWALLINU

was hereto affixed by authority of a
resolution of Council and in the presence of:

PRESIDENT

Keith Leslie CARTER

CHIEF EXECUTIVE OFFICER

Jean Maree KNIGHT

Executed by

PRESIDENT

SECRETARY

Full name (please print)

Full name (please print)

9.4.6 Lease – Units 2 & 3, 18 Huggett Drive, Dalwallinu

Report Date	27 May 2025
Applicant	Shire of Dalwallinu
File Ref	A6237
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 the Chief Executive Officer to advertise the disposal by way of lease, Units 2 and 3, 18 Huggett Drive, Dalwallinu.

Background

Units 2 and 3, 18 Huggett Drive, Dalwallinu are currently leased to Geko Engineering. The leases expire on 31 July 2025.

Attempts to contact the current lessee to see if he wished to renew the leases were made on:

27 February 2025 – Email

13 March 2025 – Email

8 April 2025 – Email

24 April 2025 – Email

30 April 2025 – Registered mail

14 May 2025 – Phone Call (Unanswered)

The lessee has not responded to any of our contact attempts.

Consultation

Nil

Legislative Implications

Nil

Policy Implications

Nil

Financial Implications

Nil

General Function Implications

Nil

Strategic Implications

Nil



Site Inspection

Site inspection undertaken: Nil

Sustainability & Climate Change Implications

Economic implications

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

Social implications

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

Environmental implications

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

Officer Comment

Geko Engineering have leased Units 2 and 3 since 2018. In 2024, Council approved the lease for Units 2 and 3 to Geko Engineering for a further twelve (12) month period. This timeframe was offered, as during the previous lease, a lot of administrative time was utilised following up on payments for lease and outgoings for the units.

There has been no improvement on this matter in the current lease.

Numerous attempts have been made to contact the lessee with no success.

It is therefore the Officer's recommendation that Council advertise the lease of Units 2 and 3, 18 Huggett Drive, Dalwallinu for a three (3) week period closing at 2pm, Wednesday 18 June 2025. Any offers received will be brought back to Council for consideration.

Officer Recommendation/Council Resolution

MOTION 10408

Moved Cr SC Carter
Seconded Cr S Dawson

That Council authorise the Chief Executive Officer to advertise the disposal by way of lease of Units 2 and 3, 18 Huggett Drive, Dalwallinu for a three (3) week period.

CARRIED 5/0

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



10 APPLICATIONS FOR LEAVE OF ABSENCE

MOTION 10409

Moved Cr DS Cream
Seconded Cr SC Carter

That the application for Leave of Absence from 1 June 2025 to 31 August 2025 for Cr JH Cruz to the Ordinary Meetings of Council to be held between 1 June 2025 to 31 August 2025 be approved.

CARRIED 5/0

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

Note: Cr Cruz has requested Leave of Absence for this period due to his current work schedule commitments.

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)

PROCEDURAL MOTION 10410

Moved Cr SC Carter

Seconded Cr DS Cream

That Council moves into a confidential session at 3.47pm as per *Local Government Act 1995*, Section 5.23(2)(a)(b)(c)(e)(h)

- (a) a matter affecting an employee or employees; and
- (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
- (h) such other matters as may be prescribed*.

****Matter prescribed for when meeting may be closed to public (Act s. 5.23(2)(h))***

The determination by the local government of a price for the sale or purchase of property by the local government, and the discussion of such a matter, are matters prescribed for the purposes of section 5.23(2)(h).

to discuss:

14.1 New Contract – Manager Planning & Development Services

14.2 Purchase & Proposed Sale of Lots 42 & 43 Arthur Street, Wubin (R17985)

CARRIED 5/0

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

Against: Nil



14.1 New Contract – Manager Planning & Development Services

Report Date	27 May 2025
Applicant	Shire of Dalwallinu
File Ref	PE/131 – Personal File
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 note that a new five (5) year contract for Mr Douglas Burke, Manager Planning & Development Services will commence from 31 August 2025.

Officer Recommendation/Council Resolution

MOTION 10411

Moved Cr JL Counsel
Seconded Cr DS Cream

That Council notes that a new five (5) year contract for Mr Douglas Burke, Manager Planning & Development Services, has been offered and accepted commencing 31 August 2025.

CARRIED 5/0

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

Against: Nil

14.2 Purchase & Proposed Sale of Lots 42 & 43 Arthur Street, Wubin (R17985)

Report Date	27 May 2025
Applicant	Shire of Dalwallinu
File Ref	A9034
Previous Meeting Reference	OCM 27 June 2023 (M10121)
Prepared by	Jean Knight, Chief Executive Officer
Supervised by	Jean Knight, Chief Executive Officer
Disclosure of interest	Nil
Voting Requirements	Simple Majority
Attachments	Draft lease

Purpose of Report

Council is requested to reaffirm the purchase of the land at Lots 43 and 43 Arthur Street, Wubin (known as Wubin Town Hall & Supper Room) and set a price for the disposal of the land and buildings.



Officer Recommendation/Council Resolution

MOTION 10412

Moved Cr JL Counsel
Seconded Cr SC Carter

That Council:

1. Reaffirms the acceptance of the cost for the purchase of the land at Lots 42 and 43 Arthur Street, Wubin at \$22,000 (ex GST) plus associated fees of \$1580.06 from the Department of Planning, Lands and Heritage;
2. Authorise the Shire President and Chief Executive Officer to sign and affix the Common Seal to the Contract of Sale for Lots 43 and 43 on Deposited Plan 229919 and any other associated documents;
3. Authorises the Chief Executive Officer to obtain an Independent Market Valuation for Lots 42 and 43 Arthur Street, Wubin;
4. Authorises the Chief Executive Officer to advertise for sale Lot 42 and 43 Arthur Street, Wubin (inclusive of Wubin Town Hall and Supper Room) with a price from \$143,000 (inc GST), for a six (6) week period.

CARRIED 5/0

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

PROCEDURAL MOTION 10413

Moved Cr SC Carter
Seconded Cr DS Cream

That the meeting come from behind closed doors at 3.50pm.

CARRIED 5/0

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

15 SCHEDULING OF MEETING

The next Ordinary Meeting of Council will be held on 24 June 2025 at the Shire of Dalwallinu Council Chambers, Dalwallinu commencing at 5.00pm.

16 CLOSURE

There being no further business, the Chairperson closed the meeting at 3.51pm.



17

CERTIFICATION

I, Keith Leslie Carter, certify that the minutes of the Ordinary Council meeting held on the 27 May 2025, as shown on page numbers 1 to 200 were confirmed as a true record at the meeting held on 24 June 2025.

CHAIRPERSON

DATE

UNCONFIRMED

