



Ordinary Council Minutes

Tuesday, 28 May 2019 at 3.30pm

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SHIRE OF DALWALLINU

MINUTES of the Ordinary Meeting of Council held at the Council Chambers, Shire Administration Centre, Dalwallinu on Tuesday, 28 May 2019.

1 OPENING & ANNOUNCEMENT OF VISITORS

The Chairperson (President) opened the meeting at 3.34pm.

2 ANNOUNCEMENTS OF PRESIDING MEMBER

3 ATTENDANCE RECORD

3.1 Present

Shire President	Cr SC Carter
Deputy President	Cr KL Carter
	Cr AR Dickins
	Cr GH Sanderson
	Cr KM McNeill
	Cr NW Mills
	Cr KJ Christian
	Cr JA Huggett
	Cr BH Boys
Chief Executive Officer	Mrs JM Knight
Deputy Chief Executive Officer	Mr KT Jones
Executive Support Officer	Mrs BGC Matias (until 4.27pm)
Public	Mr Paul Calnan (until 4.27pm)

3.2 Apologies

Nil

3.3 Leave Of Absence Previously Granted

Nil

4 DECLARATIONS OF INTEREST

1. Cr NW Mills – Financial Interest – Item 14.1 Award Tender 2019-09 Sale of Surplus Equipment
2. Cr KJ Christian – Impartiality Interest – Item 9.3.10 Request to Reduce Fees and Charges – DM Dance & Fitness

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 MEETING/S

6.1 Ordinary Council Meeting – 16 April 2019

MOTION 9351

Moved Cr JA Huggett

Seconded Cr BH Boys

That the Minutes of the Ordinary Meeting of Council held 16 April 2019 be confirmed.

CARRIED 9/0

7 PETITIONS/PRESENTATIONS/DEPUTATIONS/DELEGATES REPORTS/SUBMISSIONS

7.1 Petitions

Nil

7.2 Presentations

Nil

7.3 Deputations

Nil

7.4 Delegates Reports/Submissions

Nil

8 METHOD OF DEALING WITH AGENDA BUSINESS (SHOW OF HANDS)

9 REPORTS

9.1 WORKS AND SERVICES

9.1.1 Wheatbelt Secondary Freight Network – Updated Financial Contribution Allocation

Date of Report:	28 May 2019
Applicant:	Wheatbelt North Regional Road Group
File No:	RO/12 – RRG
Previous Meeting Reference:	Nil
Author:	Keith Jones, Deputy Chief Executive Officer
Senior Officer:	Jean Knight, Chief Executive Officer
Voting Requirements:	Simple Majority
Disclosure of Interest:	Nil
Attachments:	Nil

Purpose of Report

For Council to consider support for the Wheatbelt Secondary Freight Network project by reallocation of funds from Building Better Regions fund co-contribution to role of Lead Consultant Project Management in support of successful Regional Economic Development grant.

Background

The Wheatbelt Secondary Freight Network (WSFN) network comprises 4,400km of Local Government managed roads that connect with State and National highways to provide access for heavy vehicles into the region. These roads are intended to enable large, high productivity trucks safe and cost effective access to business.

The project is being driven by local government authorities with a Working Group established consisting of representatives from the following organisations:

- Wheatbelt North Regional Road Group (WN RRG)
- Wheatbelt South Regional Road Group (WS RRG)
- WA Local Government Association (WALGA)
- Regional Development Australia - Wheatbelt (RDA-W)
- Main Roads WA-Wheatbelt Region (MRWA-WR)
- Wheatbelt Development Commission (WDC)

Over the last 2 years, 42 Local Government authorities across the region have collaborated to identify priority routes and have also participated in a technical data collection process, preparation of a pre-feasibility business case and a cost benefit analysis of the planning process. The in-kind investment by local government to date is estimated to be in excess of \$750,000. The process has been an excellent example of a large number of local governments working together on a common strategic regional priority. The key undertakings of the project so far are:

1. Identification of nominated WSFN roads based upon a simple criteria developed by RRG.
2. Determination of basic project framework and minimum design standards.

3. Road condition assessment against minimum design standards.
4. High level scope of works and order of magnitude costs for upgrades required.
5. A summary of data collection and assessment across the 42 local of governments is:

	Route Length (km)	Proposed Works (km)	Proposed Length (%)	Indicative Costs (\$)
TOTAL	4,337	2,851	66	\$ 493,000,000

This initial approach was to assist the Working Group to work towards an Infrastructure Australia Stage 3/4 submission for inclusion of the WSNF project on the Infrastructure Australia Infrastructure Priority List (IPL). The long term goal is to obtain funding support for a broadly estimated, \$500 million capital works program over 10 - 20 year timeframe to bring the network up to a fit for purpose standard for current and anticipated future needs. The group is working towards submitting an IA Stage 4 Business Case submission for the WSNF. The project development costs associated with the business case submission are estimated to be \$5M, which is in the order of 1% of the estimated capital investment.

The following provides an outline of the proposed budget and funding applications that were submitted to assist with the development and planning stages the WSNF project.

Stages	Budget and Funding Sources
Stage 1 – Strategic Planning	\$1,000,000
<ul style="list-style-type: none"> ▪ Design Criteria and Objectives ▪ Options Assessment ▪ Collated Data Review ▪ Multiple Criteria Assessment ▪ Staging Plan 	<ul style="list-style-type: none"> ▪ BBRF (\$750K) ▪ LGA co-contribution (\$250K)
Stage 2 – Detailed Planning	\$3,600,000
<ul style="list-style-type: none"> ▪ Concept Design Investigations ▪ Preliminary Design Investigations 	<ul style="list-style-type: none"> ▪ Commodity Route (\$1M) ▪ LGA in-kind
Stage 3 – IA Stage 3/4 Submission	\$400,000
<ul style="list-style-type: none"> ▪ Project Management ▪ Governance Plan ▪ Business Case Development 	<ul style="list-style-type: none"> ▪ REDS (\$100K) ▪ LGA in-kind
	\$5,000,000

BUILDING BETTER REGIONS FUND (BBRF) SUBMISSION

The Building Better Regions Fund (BBRF) submission is only intended to contribute towards funding activities associated with Stage 1 – Strategic Planning at an estimated budget of \$1M. Funding and the associated BBRF application can be summarised as follows:

- Budget
 - Total Cash \$1M
- Funding
 - BBRF \$750K

- LGA cash co-contribution \$250K.

This strategic planning work will inform the strategic allocation of road capital works funding provided to LGAs in the region, the economically optimal sequence for developing the network and ensure that roads are designed and constructed to an optimal standard from a 'whole-of-life' asset management perspective. The detailed planning exercise is expected to achieve a net benefit in the order of \$20 million based solely on the benefits gained from freight route prioritisation.

COMMODITY FREIGHT ROADS FUND (CFRF)

The Commodity Freight Roads Fund submission is intended to contribute towards funding of activities associated with Stage 2 – Detailed Planning. This will specifically entail \$1M for consultants to undertake Preliminary Design Investigations. The remainder of Stage 2 is intended to be undertaken via in-kind by local governments and other funding sources currently being investigated, should they become available.

REGIONAL ECONOMIC DEVELOPMENT (RED) GRANT

The Regional Economic Development (RED) Grants submission is intended to contribute towards funding activities associated with Stage 3 – IA Stage 3/4 Submission. This will specifically entail \$100K for a Lead Consultant to undertake project management. The remainder of Stage 3 is intended to be undertaken via in-kind by local governments and other funding sources being investigated should they become available.

MAJOR PROJECT BUSINESS CASE FUND (MPBCF) INITIATIVE

The Australian Government is investing \$100 billion over 10 years from 2019–20 through its rolling infrastructure plan to help manage our growing population, meet our national freight challenge and get Australians home sooner and safer. This includes \$250 million allocated to the Major Project Business Case Fund (MPBCF) initiative. Projects with clear strategic merit that has:

- Engagement in the project planning stage
- View of future priorities
- Ready to invest to enable economic activity
- Address nationally significant deficits in the transport system
- Drive economic productivity growth and liveability in cities and regions through transport infrastructure investment

The WSFR Working Group sees the \$5M sought for the Stage 4 IA submission for this regionally significant project as an ideal candidate for the MPBCF.

ROADS OF STRATEGIC IMPORTANCE (ROSI) INITIATIVE

The Australian Government will invest \$4.5 billion, including \$1 billion of additional funding committed in the 2019-20 Budget, to the Roads of Strategic Importance (ROSI) initiative to help connect regional businesses to local and international markets, and better connect regional communities. ROSI has the following principles:

- Key freight corridors that connect primary agricultural areas and mining resource regions to ports and other transport hubs.
- Support communities along the corridors and provide better access for tourists and other road users

- Characterised by narrow sections of road, low capacity bridges and deteriorating pavements,
- Constrains the productivity and efficiency of freight movements.
- Catalyse economic activity and improve access to communities and tourist attractions.

From an estimated total of \$500,000,000 in funding the Working Group sought \$125,000,000 over the next 3 years for the delivery of the first stage of capital works.

The Working Group put in separate funding submissions for each of the abovementioned funding sources for the various stages of the project. The project has been successful in obtaining funding from the following sources:

- ROSI initiative funding ()
 - Stage 1 Priority Works – Wheatbelt Secondary Freight Network.
 - The Australian Government has committed \$70 million towards the project. “Upgrades will be prioritised based on linkages to state and national roads and highways and the rail network. Consideration will also be given to links to six ports and two livestock centres, as well as regional and metro grain receival sites, accessed by the producers of the Wheatbelt region.

Benefits of the project include:

- improve road safety
- improve freight efficiency, connectivity and travel time
- ensure consistent Restricted Access Vehicles (RAVs) ratings across the network, which will provide improved access for agricultural and mining regions to transport hubs”

- RED Grants (Supported by the WA State Government’s Royalties for Regions Program)
 - Lead Consultant Project Coordinator – Wheatbelt Secondary Freight Network.
 - \$100,000.

“The Lead Consultant will form part of the Project Management Team and work with the member organisation Working Group.

The Lead Consultant - Project Management is an integral key to successful project delivery. The complexity and scale of this project is significant and well beyond the technical and financial capabilities of the Wheatbelt shires on an individual basis. Engaging a Lead Consultant – Project Management with the skills and expertise required to work with all technical consultants and the PMT will ensure a cohesive collaborative environment is established for optimum outputs.

The project is planned to be managed via oversight from the WSFR Steering Committee with a nominated Project Manager and the Project Management Team (PMT) representing the WSFR.

Lead Consultant – Project Management will direct the work of the external technical consultants and will be the main contact for communication between the Project Management Team and external consultants.

The WSNF Project will require the specialised skills of a range of external technical consultants. Key areas of technical expertise identified for the project are:

- Civil Design
- Surveying
- Environmental
- Economic Assessment”

Policy Requirements

Nil

Legislative Requirements

Nil

Strategic Implications

Shire of Dalwallinu Strategic Community Plan 2017-2027

Outcome 2.6.3 - Monitor annual freight task on Shire roads and lobby for sufficient funding

Sustainability Implications

Environment

Nil

Economic

Nil

Social

Nil

Financial Implications

An amount of \$6,000 has been included in the 2018-2019 budget and it is proposed to re-allocate this funding in the 2019-2020 budget.

Community Consultation

Wheatbelt Secondary Freight Network Working Group - a request has been received by the Chair of the Wheatbelt North Regional Road Group (WBNRRG) for confirmation of Council's consideration of reallocation of the \$6,000 towards the project management.

Comment

Previously 42 local governments were asked to financially contribute to the WSNF project via a budget allocation of \$6,000 which was proposed to be part of a co-contribution towards BBRF. With the unsuccessful BBRF bid, it is proposed that the \$6,000 in financial contributions from each of the 42 local governments totalling \$252,000 be allocated to combine with the RED funding of \$100,000 to become project management pool of approximately \$350,000.

This would contribute towards the overall project management requirements associated with the delivery of Stage 1 Priority Works over the course of an estimated 3 year delivery timeframe. Funding would contribute towards the following nominal requirements:

- Project Coordinator
 - Nominal \$60,000 per annum (\$180,000 across 3 years)

- Project Administration and Communications Officer
 - Nominal \$20,000 per annum (\$60,000 across 3 years)
- Technical Consultancy Resources
 - Nominal \$100,000.

Officer Recommendation/Resolution

MOTION 9352

Moved Cr KL Carter
 Seconded Cr NW Mills

That Council:

1. Continues to support the strategic intent of the Wheatbelt Secondary Freight Network Project;
2. Authorises the Chief Executive Officer to prepare and sign a letter of support that endorses the re-allocation of \$6,000 in 2019/20 budget to co-fund the project management of the Wheatbelt Secondary Freight Network in combination with the WA State Government's \$100,000 of Regional Economic Development Grant funding, as part of the delivery of its Stage 1 Priority Works.

CARRIED 9/0

9.2 PLANNING & DEVELOPMENT SERVICES

9.2.1 Proposed Amendment to the Local Planning Scheme: CBH McLevie

Report Date:	28 May 2019
Applicant:	Planwest (WA) P/L obo Cooperative Bulk Handling Limited
File Ref:	Property files (A980)
Previous Meeting Reference:	Nil
Author:	Doug Burke, Manager Planning & Development Services
Senior Officer:	Jean Knight, Chief Executive Officer
Voting Requirements:	Simple Majority
Disclosure of Interest:	Nil
Attachments:	Proposal for amendment to the local planning scheme

Purpose of Report

To consider the proposal submitted by Paul Bashall of Planwest, obo the owners, for amending the *Shire of Dalwallinu Planning Scheme No. 2* by way of partial rezoning the subject property.

The recommendation is that Council adopt the proposal as a standard amendment to the Planning Scheme and advertise the proposed amendment.

Background

Subject Property:	Lot 12 DP 76386 Bell Road, Dalwallinu (McLevie)
Land Use Zoning:	Reserve (Public Use) & Rural
Property Owner:	Cooperative Bulk Handling Limited
Applicant:	Paul Bashall of Planwest
Consent Authority:	Western Australia Planning Commission

The applicant has submitted a proposal for the rezoning of the designated portion of the subject property to allow for consistency of deigned land use over the whole of the property (refer to attachment). The proposed amendment is for the rezoning of the nominated portion the subject land from 'Reserve (Public Use)' to 'Rural'.



Location of the subject property (googlemap)

Policy Requirements

Nil

Legislative Requirements

Planning & Development Act 2005

Planning & Development (Local Planning Schemes) Regulation 2015

Shire of Dalwallinu Town Planning Scheme No. 2

Strategic Implications

Nil

Sustainability Implications

Environment

There are no identified environmental implications.

Economic

There are no identified economic implications.

Social

There are no identified social implications.

Financial Implications

Nil. The proponent will be responsible for all costs associated with undertaking the amendment process if adopted.

Comment

During the assessment of a recent development application submitted to the Shire for determination (DA 141819), it was realised that there was an anomaly as regards the current land use zoning of the subject property. The majority of the property was zoned 'Rural' which was consistent with the type of proposed development (Grain Storage), however a portion of the property was zoned 'Reserve – Public Use' which was inconsistent with the existing development – grain storage bins.

Amending the land use zoning of the identified portion of land from 'Reserve (Public Use)' to 'Rural' is compatible with the objectives of the 'Rural' land use zone in the Planning Scheme. The primary objective for the zone is:

To provide for a range of rural pursuits that are compatible with the capability of the land and retain the rural character and amenity of the locality.

The proposed amendment has been determined as being a 'standard' amendment for the following reasons as it is:

- (a) an amendment relating to a zone or reserve that is consistent with the objectives identified in the scheme for that zone or reserve;
- (b) an amendment that would have minimal impact on land in the scheme area that is not the subject of the amendment;
- (c) an amendment that does not result in any significant environmental, social, economic or governance impacts on land in the scheme area;
- (d) not a complex or basic amendment.

In consideration of a basic amendment to the Scheme, Council must resolve to:

- (a) proceed to adopt the proposed amendment to the local planning scheme without modification; or
- (b) proceed to adopt the proposed amendment to the local planning scheme with modifications; or
- (c) not proceed to adopt the proposed amendment to the local planning scheme.

If Council resolves to adopt the proposed amendment to the Scheme, the amendment must be referred to the Environmental Protection Authority (EPA) and before undertaking to advertise the proposed amendment.

This scheme amendment is justified on the basis that:

- The proposed rezoning will allow for a range of uses consistent with surrounding land uses.

Officer Recommendation/Resolution

MOTION 9353

Moved Cr NW Mills

Seconded Cr BH Boys

That Council adopt the proposed amendment (Amendment No 4) to the Shire of Dalwallinu Town Planning Scheme No 2 for the purpose of reclassifying:

- That portion of Lot 12 DP 76386 Bell Road, Dalwallinu (McLevie) as depicted on the Scheme Amendment map.

The Amendment is standard under the provisions of the Planning and Development (Local Planning Schemes) Regulations 2015 for the following reasons:

- (a) the amendment would have minimal impact on land in the scheme area that is not the subject of the amendment;
- (b) the amendment that does not result in any significant environmental, social, economic or governance impacts on land in the scheme area; and
- (c) the amendment is not a complex or basic amendment.

CARRIED 9/0



SHIRE OF DALWALLINU

LOCAL PLANNING SCHEME No 2

AMENDMENT No 5

Standard Amendment

To reclassify Ptn. Lot 12 Bell Road, **Dalwallinu**
From Local Scheme Reserve 'Public Purposes' to 'Rural' zone.

9 April 2019

PLANWEST

(WA) PTY LTD A.B.N. 77 665 477 168

**CONSULTANTS IN PLANNING,
DESIGN AND MANAGEMENT**

Planning and Development Act 2005

RESOLUTION TO PREPARE AMENDMENT TO LOCAL PLANNING SCHEME

**SHIRE OF DALWALLINU
LOCAL PLANNING SCHEME NO. 2
AMENDMENT NO. 5**

Resolved that the local government pursuant to section 75 of the Planning and Development Act 2005,

reclassify Ptn. Lot 12 Bell Road, **Dalwallinu**, from Local Scheme Reserve 'Public Purposes' to 'Rural' zone.

The Amendment is **standard** under the provisions of the Planning and Development (Local Planning Schemes) Regulations 2015 for the following reason(s):

- (a) an amendment relating to a zone or reserve that is consistent with the objectives identified in the scheme for that zone or reserve;
- (b) an amendment that is consistent with a local planning strategy for the scheme that has been endorsed by the Commission;
- (e) an amendment that would have minimal impact on land in the scheme area that is not the subject of the amendment;
- (f) an amendment that does not result in any significant environmental, social, economic or governance impacts on land in the scheme area;
- (g) any other amendment that is not a complex or basic amendment.

Dated this.....day of.....2019

CHIEF EXECUTIVE OFFICER

MINISTER FOR PLANNING

PROPOSAL TO AMEND A SCHEME

1. LOCAL AUTHORITY: Shire of Dalwallinu
2. DESCRIPTION OF TOWN PLANNING SCHEME: Town Planning Scheme No. 2
3. TYPE OF SCHEME: District Zoning Scheme
4. SERIAL NUMBER OF AMENDMENT: Amendment No. 5
5. PROPOSAL To reclassify Ptn. Lot 12 Bell Road, **Dalwallinu**, from Local Scheme Reserve 'Public Purposes' to 'Rural' zone.

REPORT BY: Planwest (WA) Pty Ltd

1 INTRODUCTION

The applicant, Planwest, requests the Shire of Dalwallinu Council's approval to initiate the above Scheme Amendment. The applicant further requests that the Council seeks the WA Planning Commission's support and the Hon. Minister's approval to the Amendment that proposes to reclassify Ptn. Lot 12 Bell Road, **Dalwallinu**, from Local Scheme Reserve 'Public Purposes' to 'Rural' zone.

The Scheme Amendment Map more clearly shows the area subject of this Amendment.

The Amendment is considered to be **Standard** under the provisions of the Planning and Development (Local Planning Schemes) Regulations 2015 for the following reason(s):

- an amendment relating to a zone or reserve that is consistent with the objectives identified in the scheme for that zone or reserve;
- an amendment that is consistent with a local planning strategy for the scheme that has been endorsed by the Commission;
- an amendment that would have minimal impact on land in the scheme area that is not the subject of the amendment;
- an amendment that does not result in any significant environmental, social, economic or governance impacts on land in the scheme area;
- any other amendment that is not a complex or basic amendment.

2 EXISTING SCHEME

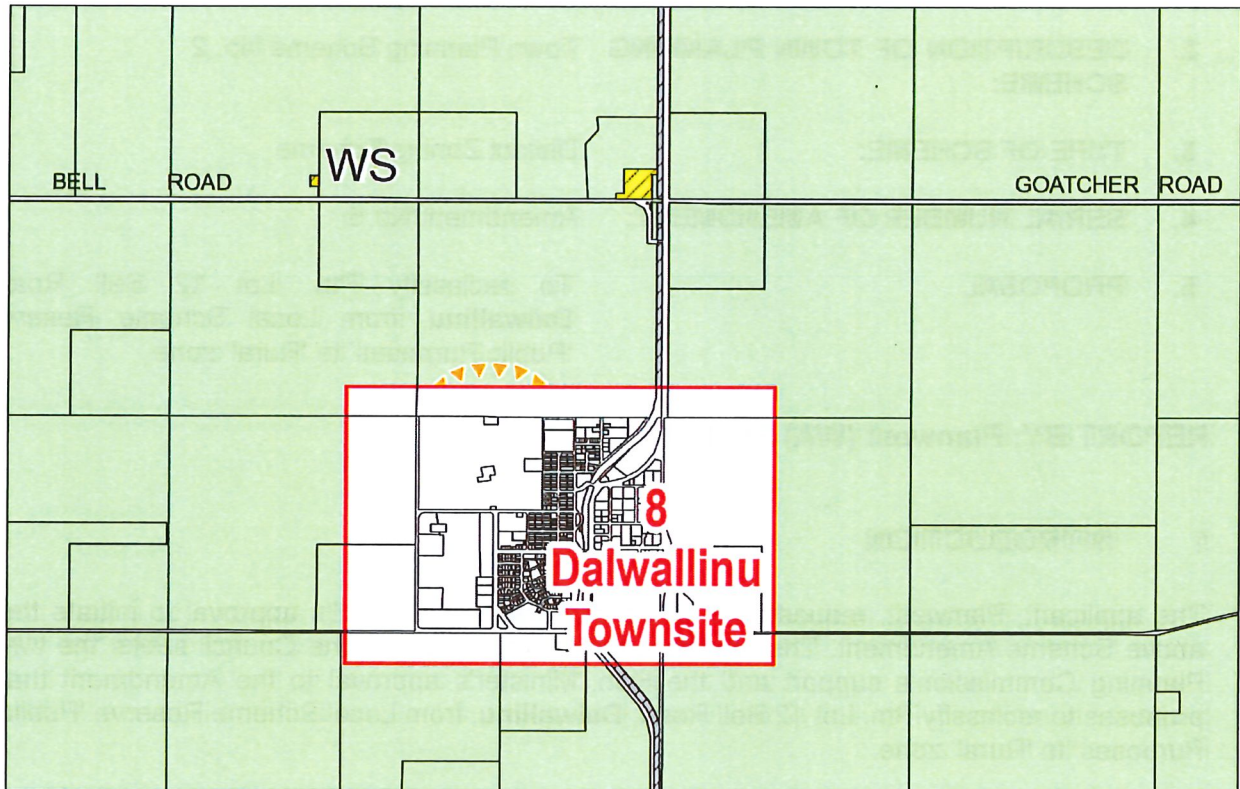
The Shire of Dalwallinu Town Planning Scheme No 2 was gazetted on 6 February 2014.

The Scheme was prepared in accordance with the model scheme text of the day. Local Scheme Reserves and zones were allocated according to the information received at that time.

The area the subject of this amendment was interpreted as being a Crown Reserve and, as a result, it was designated as a Public Purpose reserve in the Scheme. During the advertising period there were no submissions relating to this designation.

Figure 1 provides an extract of the existing Scheme Map. Dalwallinu.

FIGURE 1 – SCHEME MAP EXTRACT



Source: Department of Planning, Lands and Heritage

3 THE LAND

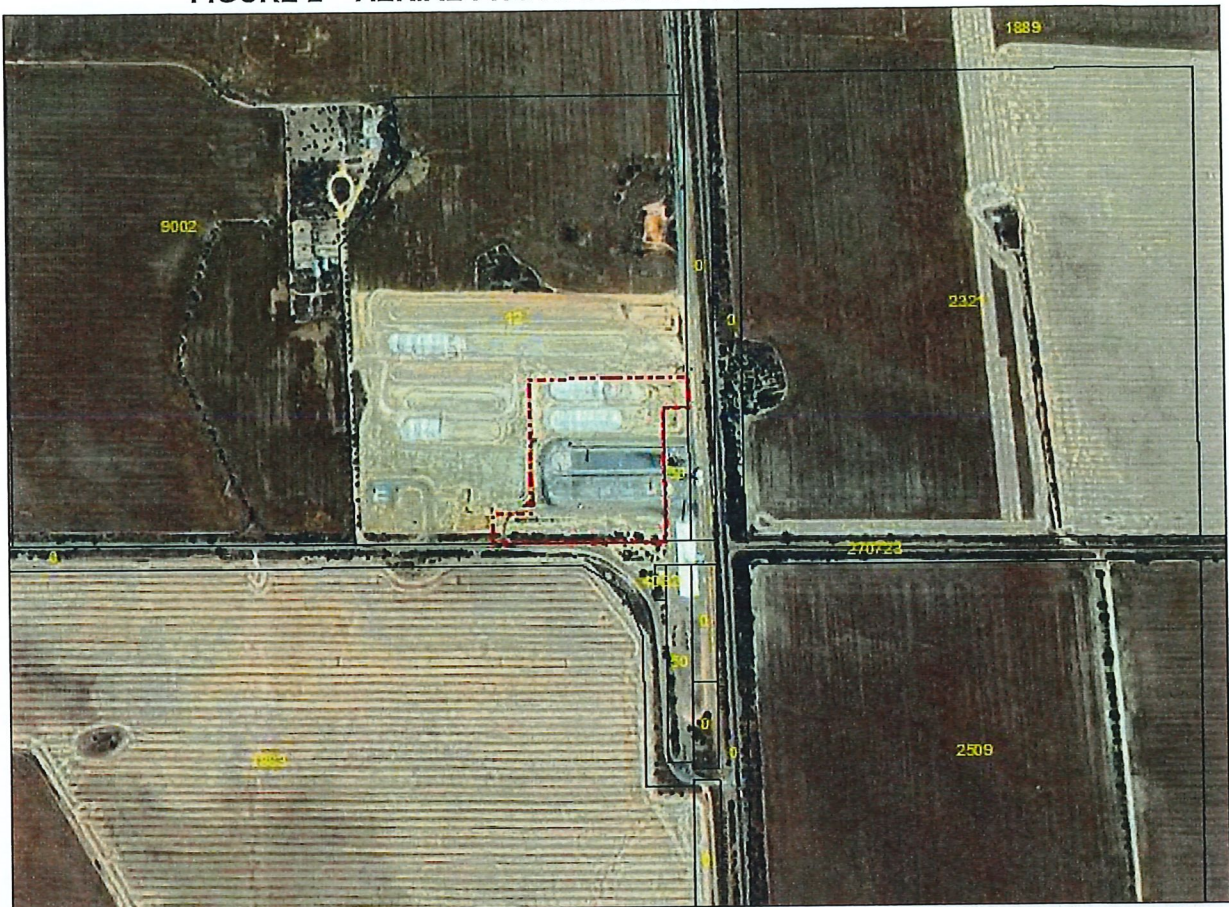
The subject land is located about 2 kilometres north of Dalwallinu Townsite immediately west of the railway and Great Northern Highway. The area the subject of this amendment (6.9 ha) is no longer a Lot in its own right but is now a portion of Lot 12 Bell Road (280ha). It is now clear that this area of land was owned by Cooperative Bulk Handling (CBH) before it became part of Lot 12 Bell Road. Lot 12 is now owned by CBH.

Figure 2 shows the existing development of the site that is typical of a CBH receival site in this wheatbelt location. The photograph was taken in August 2018.

4 COMMENT

It is evident that the subject land should be zoned 'Rural' consistent with the surrounding land. The CBH terminal operation is considered an 'Industry – Rural' use class - which is a permitted use in a 'Rural' zone

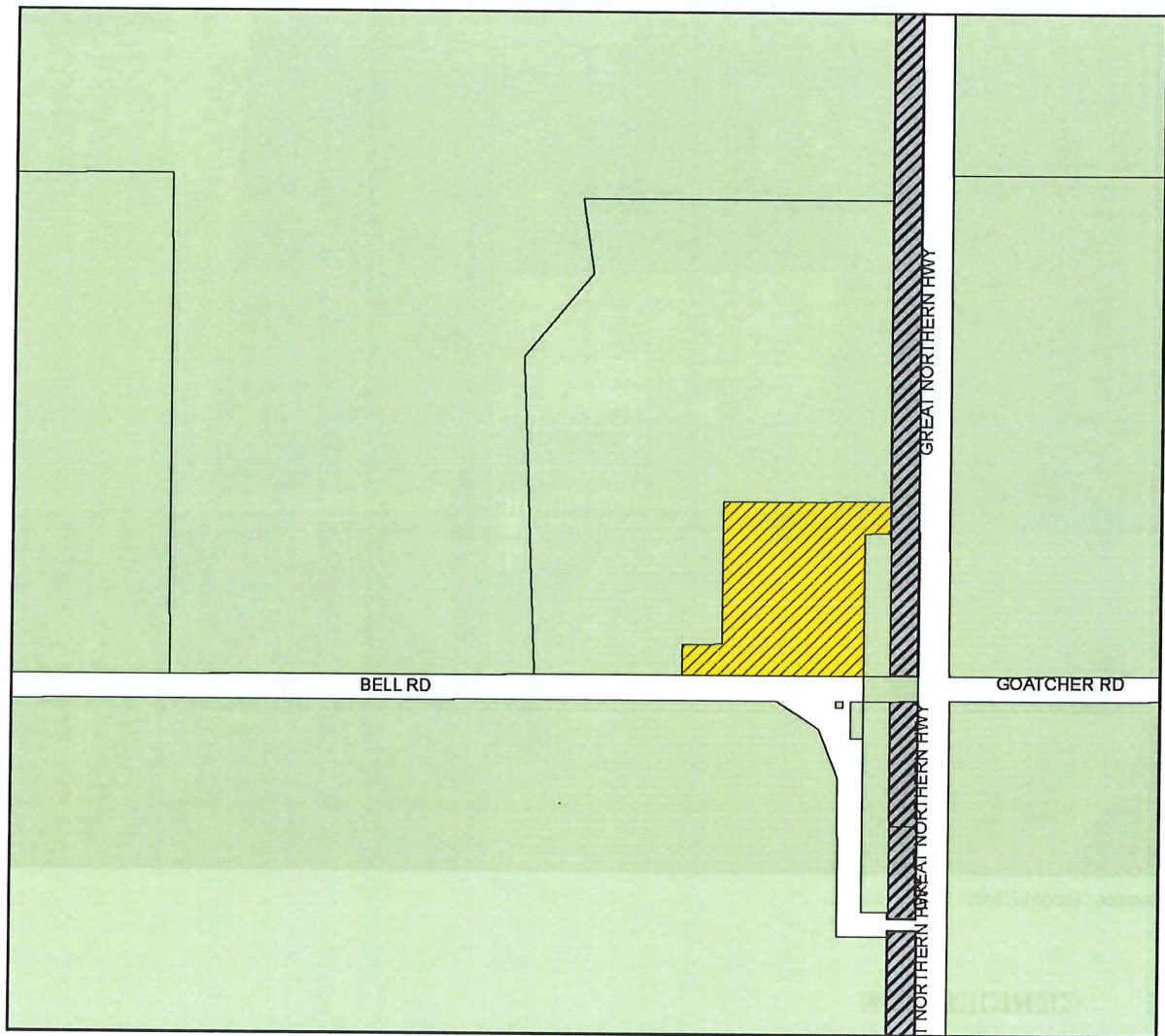
FIGURE 2 – AERIAL PHOTOGRAPH OF AMENDMENT AREA



Source: Google Earth

5 CONCLUSION

In view of the fact that the existing development over the site was established prior to the gazettal of Scheme 2, it is recommended that minimum advertising period be applied to the Amendment.



Shire of Dalwallinu

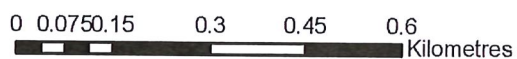
**TOWN PLANNING SCHEME No 2
AMENDMENT No 5**

Legend

-  Local Planning Scheme 2 Area
-  Rural
-  Railway
-  Public Purposes



Scale at A4
1:10,000



EXISTING SCHEME MAP



Shire of Dalwallinu

TOWN PLANNING SCHEME No 2 AMENDMENT No 5

Legend



Scale at A4
1:10,000

0 0.0750.15 0.3 0.45 0.6
Kilometres

SCHEME AMENDMENT MAP

ADOPTION

This Standard Amendment was adopted by resolution of the Council of the Shire of Dalwallinu at the Ordinary Meeting of the Council held on the..... day of, 2019.

.....
SHIRE PRESIDENT

.....
CHIEF EXECUTIVE OFFICER

WAPC RECOMMENDATION FOR APPROVAL

..... DATE.....
DELEGATED UNDER S.16 OF THE P&D ACT 2005

APPROVAL GRANTED

..... DATE.....
MINISTER FOR PLANNING

9.2.2 Development Application (DA 191819) – Proposed Outbuilding

Report Date:	28 May 2019
Applicant:	Stephen Sawyer
File Ref:	A36306
Previous Meeting Reference:	Nil
Author:	Doug Burke, Manager Planning & Development Services
Senior Officer:	Jean Knight, Chief Executive Officer
Voting Requirements:	Simple Majority
Disclosure of Interest:	Nil
Attachments:	Documents supporting the application

Purpose of Report

To consider an application for approval to allow for the proposed construction of an outbuilding (shed) as submitted by the applicant on 3 April 2019.

The proposal requires planning approval as it does not comply with the deemed-to-satisfy provisions of the *State Planning Policy 3.1 – Residential Design Codes (R-Codes)*.

It is recommended that the proposed development be approved subject to conditions.

Background

Subject Property:	10 Hyde Street (Lot 17), Dalwallinu
Land Use Zoning:	Residential 10/30
Property Owner:	Stephen Sawyer
Applicant:	Owner
Consent Authority:	Shire of Dalwallinu Council
Proposed Development:	Outbuilding (Class 10a)
Value of Development:	\$25K
Outside Consultation:	Nil

The proposal is for the construction of a shed from new materials at the rear of the property. The steel framed and clad building will be erected on a monolithic concrete slab. The dimensions are 14,500mm (L) x 5,350mm (W) x 3,430mm (H) with 3,000mm to the eaves.

The shed with a vehicular access door on the western elevation and a personal access door on the eastern elevation will be situated to the north side of the existing single dwelling. The plans provided do not indicate proposed clearances from boundaries nor existing buildings.

The intended use of the shed is for “garaging and securing vehicles; and the protection of current and future assets”.



Location of subject development site (google map)

Policy Requirements

6.1 Sheds on Residential Land – Building Permits

The policy states that a shed proposed to be constructed on residential land may only be considered when ‘a dwelling is in existence on the Lot’. This proposal satisfies that policy statement.

Legislative Requirements

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: Shire of Dalwallinu Planning Scheme N0 2
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 a determination. There are no other planning instruments currently being considered.
Any approved State planning policy	State Planning Policy 3.1 Residential Design Codes. Unless otherwise provided for in the Scheme, the development of land for any of the residential purposes dealt with by the Residential Design Codes is to conform to the provisions of those Codes.
Any environmental protection policy approved under the Environmental Protection Act 1986 section 31(d)	Nil applicable
Any policy of the Commission	Nil applicable
Any policy of the State	Nil applicable
Any local planning policy for the Scheme area	Nil applicable
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 Planning and Development (Local Planning Schemes) Regulations 2015	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
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	<p>The proposed development is regarded as being suitable in the context of its siting in an established Residential area.</p> <p>The streetscape would not be overly degraded by any perceived loss of visual amenity.</p>
<p>The amenity of the locality including the following —</p> <p>(i) environmental impacts of the development;</p> <p>(ii) the character of the locality;</p> <p>(iii) social impacts of the development</p>	<p>Having regard to its location and the overall assessment of the proposal as contained in this report the site will adequately accommodate the proposed works in that:</p> <p>The proposed development will not create any unreasonable detrimental impacts on adjoining or nearby properties;</p> <p>The subject site is not subject to any natural hazards that would prohibit the construction and operation of the development in the proposed form.</p>
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 impact
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	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	No health or safety issues identifiable.
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	Nil impact
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	No identified issues
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 available Water, sewerage and electricity services are available Solid waste can be adequately stored and removed from site. N/A N/A
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 identified
The history of the site where the development is to be located	The site is occupied by a single storey residence
The impact of the development on the community as a whole notwithstanding the impact of the development on particular individuals	Nil identified

Any submissions received on the application	The development proposal was not advertised
The comments or submissions received from any authority consulted under clause 66	Not applicable
Any other planning consideration the Council considers appropriate	Nil identified

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.

Strategic Implications

Nil identified

Sustainability Implications

Environment

There are no known environmental implications.

Economic

There are no known economic implications.

Social

There are no known social implications.

Financial Implications

Nil

Comment

The proposed development would normally be considered under the R-Codes for a building permit - if it complied with the inherent deemed-to-comply provisions. Part 6 of the R-Codes permit outbuildings without prior planning approval if:

- *The floor area does not exceed 60m².*
Comment: **Non-compliant.** Floor area of proposed shed is 77.6m².
- *Wall height does not exceed 2.4m.*
Comment: **Non-compliant.** Wall height to the eaves is noted as 3.0m.
- *Ridge height does not exceed 4.2m.*
Comment: **Compliant.** Ridge height will be 3.47 from finished ground level.
- *Not within the primary or secondary street setback.*
Comment: **Compliant.**

- *Minimum open space of 45%.*

Comment: **Compliant.** There will remain approximately 49.8% (864m²/1700m²) of open space on the allotment after the development.

The application has been assessed in accordance with the requirements of the Planning & Development Act 2005 (the Act) and the associated regulations. In this regard:

- 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;
- A site inspection was conducted and consideration has been given to the potential impacts upon all lands adjoining or located nearby.

Officer Recommendation/Resolution

MOTION 9354

Moved Cr KM McNeill
Seconded Cr AR Dickins

That Council approve the development application (DA 191819) for 10 Hyde Street, Dalwallinu, pursuant to Section 68(2) of the *Planning and Development (Local Planning Schemes) Regulation 2015* subject to the following conditions:

- a) The development is to be carried in accordance with the documents endorsed with the Shire's stamp, except where amended by other conditions of this consent. If there is any inconsistency between the above documents, the most recent document shall prevail to the extent of the inconsistency. However, the conditions of this consent shall prevail to the extent of any inconsistency;
- b) Without further approval from Shire of Dalwallinu Council, in writing, this approval will lapse and have no force or effect unless the use or development permitted is substantially commenced within two years of the date of this permit;
- c) The applicant shall ensure that all new buildings and structures, and any alterations or additions to existing buildings and structures are constructed in accordance with the relevant requirements of the Building Code of Australia;
- d) During the construction of the development, the applicant shall implement suitable public safety and site security control measures;
- e) All stormwater collected from the development roof catchment must be managed so as not to have a detrimental effect on the footings of the development or on neighbouring property;
- f) The use of development will be ancillary to the existing dwelling. Any non-residential use shall only be permitted if the use does not detract from the amenity of the area.
- g) The building will be situated on or behind the existing building line and will be effectively placed so as to maximise the setback from the adjoining property boundary.

CARRIED 9/0

03/04/2019

Rational for a new garden shed at 10 Hyde St, Dalwallinu

I would like to purchase and build a new general-purpose garden shed at the location of 10 Hyde St, Dalwallinu (LOT 17) on the north side of the block facing Johnston street.

This shed would replace the existing shed which has deteriorated and is no longer weatherproof. I believe that this will enhance the street frontage to Johnston St.



The shed will be used for purposes such as secure storage of gardening tools and utensils, camper trailer, car, kayaks, bicycles and my son's outside toys.

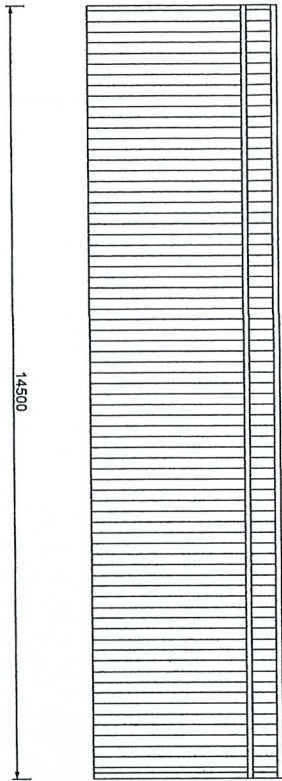
The block's main access is off Hyde Street with secondary access off of Johnston Street. The proposed shed will be off the Johnston St access.

I am proposing that the shed cladding colour will be: 'classic cream' with 'pale eucalypt' for roof, roller doors and trim. This colour scheme will match the house's colouring.

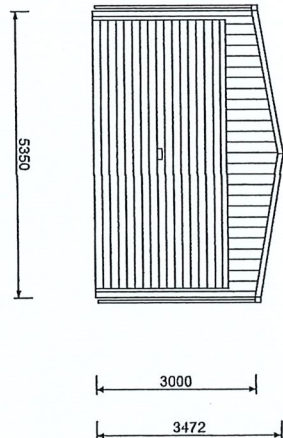
Stephen Sawyer

10 Hyde St, Dalwallinu

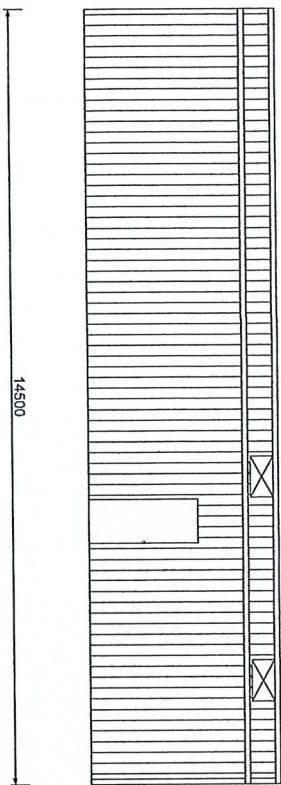
0429 920 310



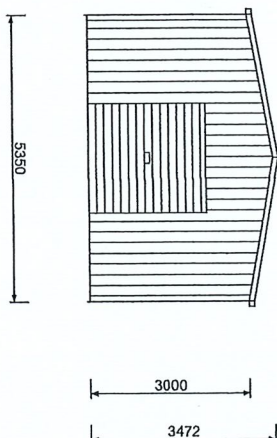
Back



Left



Front



Right

Company: Action Sheds
 Phone: 1300778628
 Email: luke@actionsheds.com.au
 Address: Unit 1 - 55 Ecreg road, Yangebup, WA, PC: 6164

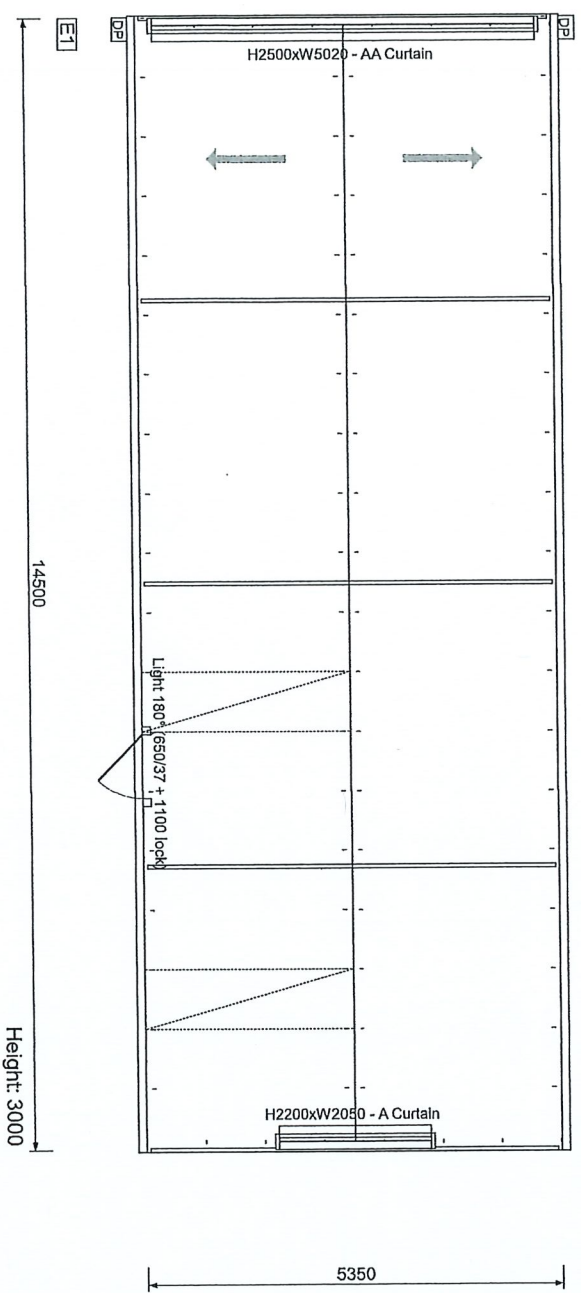


CLIENT NAME: **Lilly Martin**
 SITE ADDRESS: **TBA**
Dalwallinu, WA, PC: 66.

TITLE: **ELEVATIONS**
 QUOTE NO: **ASHLC31677**
 SCALE: **NTS**
 DATE: **20/03/2019**
 PAGES: **01 of 01**
 REV: **A**

OPTION ITEMS LIST:

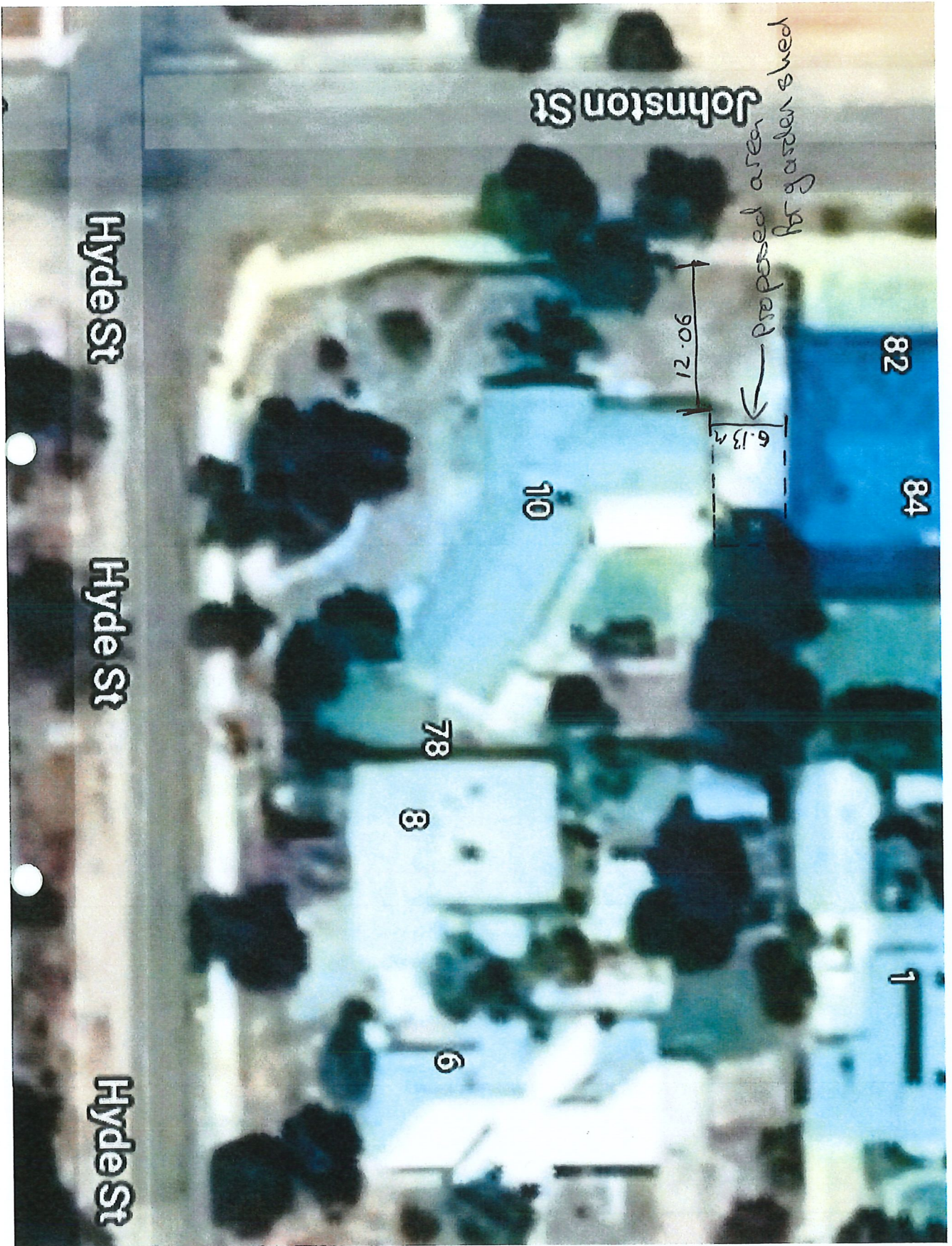
- 1 x PA Door
- 1 x Light 180° (650/37 + 1100 lock)
- 2 x Roller Doors
- 1 x H2500xW5020 - AA Curtain
- 1 x H2200xW2050 - A Curtain
- 2 x Skylights
- 2 x F/gl 8oz 2400gsm Opal
- (E1) 1 x Eng - Certificate (WA) - Enduro



Company: Action Sheds
Phone: 1300778628
Email: luke@actionsheds.com.au
Address: Unit 1 - 55 Erceg road, Yangepup, WA, P.C. 6164



CLIENT NAME: Lilly Martin		TITLE: PLAN VIEW	
SITE ADDRESS: TBA Dalwallinu, WA, 6609		QUOTE No: ASHL31677	SCALE: NTS
		DATE: 20/03/2019	PAGES: 01 of 01
		REV: A	



9.2.3 Subdivision Application – SD 011819: Strickland Drive, Dalwallinu

Report Date:	28 May 2019
Applicant:	AJ Marsh P/L
File Ref:	Property files - A31601
Previous Meeting Reference:	Nil
Author:	Doug Burke, Manager Planning & Development Services
Senior Officer:	Jean Knight, Chief Executive Officer
Voting Requirements:	Simple Majority
Disclosure of Interest:	Nil
Attachments:	Supporting documentation

Purpose of Report

The Western Australian Planning Commission (WAPC) has referred an application for the subdivision of the subject property to Council for comment (refer to attachment 9.2.3). Council has until 19 June 2019 to provide the WAPC with their response.

The recommendation is that the WAPC be advised that the Shire of Dalwallinu has no objection to the proposed freehold subdivision, subject to any given conditions.

Background

Subject Property:	Lots 285 & 286 Strickland Drive
Land Use Zoning:	Residential 10/30
Property Owner:	Matthew Draffin
Applicant:	AJ Marsh P/L
Consent Authority:	Western Australia Planning Commission
Proposed Development:	Consolidation of two existing lots
Value of Development:	N/A
Outside Consultation:	Nil

The applicant, AJ Marsh P/L on behalf of the owners, has submitted a proposal to subdivide the existing land parcels to allow for consolidation into one entity. The property is located between Stone Way to the south, and Leahy Street to the north. The existing property is established with a residential dwelling constructed in 2016 (Building Permit B81).



Location of subject property (Synergy)

Policy Requirements

There are no local planning policies currently in force.

Legislative Requirements

Planning and Development Act 2005

Shire of Dalwallinu Town Planning Scheme N° 2

Nil issues have been identified

Strategic Implications

The Dalwallinu Local Planning Strategy 2013.

Nil issues have been identified

Sustainability Implications

Environment

There are no known environmental implications.

Economic

There are no known economic implications.

Social

There are no known social implications.

Financial Implications

Nil

Comment

The existing dwelling, built in 2016, was allowed to be built over the boundary of the two existing allotments. This is not condoned under the Australian Building Code nor endorsed under land use planning strategy. It is reassuring that the owners have considered the proposition of consolidating the two allotments into one property entity.

The Planning Commission previously approved for the consolidation of the two lots in August 2015 but the creation of the new title was not completed before the expiration of said approval (August 2018).

Of note, a manhole accessing a segment of the Shire's sewerage infrastructure is located at the north-east corner of Lot 286. To provide pedestrian access for Shire staff to service the system, a fenced pathway has been created on the property. It is recommended that as part of the subdivision process, that an easement be created over the existing pathway to provide permanent legal access to the infrastructure.



Existing pathway to
sewerage system on Lot
286, Strickland Drive

Officer Recommendation/Resolution

MOTION 9355

Moved Cr AR Dickins
Seconded Cr KM McNeill

That Council advises the Western Australian Planning Commission that they have no objection to the proposed subdivision of Lots 285 & 286 Strickland Drive, Dalwallinu as per the plan of subdivision accompanying the Application No: 158014; on the proviso that the following condition is considered to be included into any subsequent approval for subdivision:

1. That an 1500mm easement be created along the length of the northern boundary of the newly created title to benefit the local government authority as per Part 10, Division 6, Section 167 (1)(i) of the *Planning and Development Act 2005*.

CARRIED 9/0



Our Ref : 158014
Previous Ref :
Your Ref :
Enquiries : Rosa Rigali (6551 9306)

8 May 2019

Application No: 158014 - Lot No 285, 286 Stone Way Dalwallinu

The Western Australian Planning Commission has received an application for planning approval as detailed below. Plans and documentation relating to the proposal are attached. The Commission intends to determine this application within 90 days from the date of lodgement.

Please provide any information, comment or recommended conditions pertinent to this application by the 19th June 2019 being 42 days from the date of this letter. The Commission will not determine the application until the expiry of this time unless all responses have been received from referral agencies. If your response cannot be provided within that period, please provide an interim reply advising of the reasons for the delay and the date by which a completed response will be made or if you have no comments to offer.

Referral agencies are to use the Model Subdivision Conditions Schedule in providing a recommendation to the Commission. Non-standard conditions are discouraged, however, if a non-standard condition is recommended additional information will need to be provided to justify the condition. The condition will need to be assessed for consistency against the validity test for conditions. A copy of the Model Subdivision Conditions Schedule can be accessed: www.planning.wa.gov.au

Send responses via email to referrals@planning.wa.gov.au. **Always quote reference number "158014" when responding.**

This proposal has also been referred to the following organisations for their comments: *Western Power, Water Corporation, Dept Biodiversity, Conser & Attraction and LG Shire Of Dalwallinu.*

Yours faithfully

Ms Sam Fagan
Secretary
Western Australian Planning Commission

APPLICATION DETAILS

Application Type	Subdivision	Application No	158014
Applicant(s)	Aj Marsh Pty Ltd		
Owner(s)	Matthew Draffin		
Locality	Lot No 285, 286 Stone Way Dalwallinu		
Lot No(s).	285, 286	Purpose	Residential

e-mail: referrals@planning.wa.gov.au; web address: <http://www.planning.wa.gov.au>



Application for Approval of Freehold or Survey Strata Subdivisions

Lodgement ID: 2019-214581

Submission Date: 03/05/2019 03:10 PM

Your Reference
Location of Subject Property
No. of applicants
Are you applying on your own behalf?
Are you the primary applicant?
Do you have consent to apply from all landowners?
Lodgement Type
Submitted by
Email

DRAFFIN
14 STONE ST DALWALLINU
1
Yes
Yes
Yes
Amalgamation
Alan Marsh
aj.marsh@westnet.com.au

**DEPARTMENT OF PLANNING, LANDS
AND HERITAGE**

DATE
07-May-2019

FILE
158014

About the land

Number of current lots on the land	2	Total number of proposed lots on the land including balance lots	1
Drainage Reserves	0	Public Access Ways	0
Recreation Reserves	0	Right of Ways	0
Road Reserves	0	Road Widening	0
Number of fee paying lots	1	Number of fee exempt lots	0

What is the proposed use/development?

Proposed Use	Lot size	Number of Lots	
Residential	1500 - 1999 Sqm	1	
Local Government	Shire Of Dalwallinu	Existing dwellings	N/A
Is common property proposed	N/A		

Applicants

Primary applicant (1)

Is the applicant a company/organisation?	Yes	Is the applicant a landowner?	No
Name/Company	AJ MARSH PTY LTD	ABN / ACN	11054353687
Email	aj.marsh@westnet.com.au	Phone number	0438582441

Address

Street address	PO BOX 355	Town / Suburb or City	Gosnells
State	WA	Post Code	6990
Country	AUSTRALIA	OR Non-Australian Address, P.O. Box, & etc	N/A

Certificate of Title Details

Lots with certificate (1)

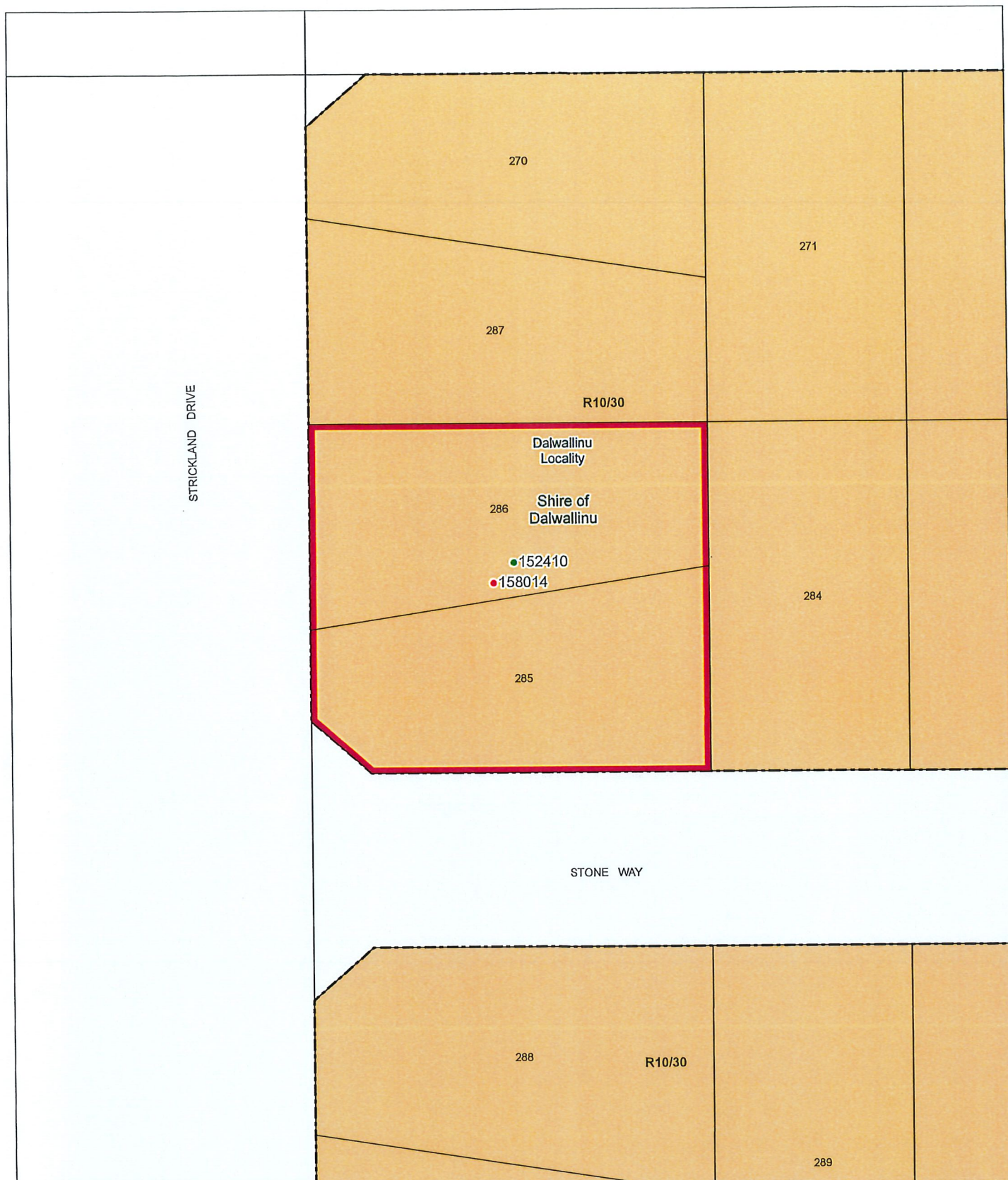
Volume	1259	Folio	590
Lot Number	285	Plan Number	DP 209321
Total land area	791	Land Area Units	Square metres
Reserve number (if applicable)	N/A	No. of landowners	1
Is the Landowners name different to that shown on the Certificate of Title?			No

Landowners

Landowner (1)

Full name	MATTHEW DRAFFIN	Company / Agency	N/A
ACN / ABN	N/A	Landowner type	Registered Proprietor/s
Address			
Street address	26 STRICKLAND DR	Town / Suburb or City	DALWALLINU
State	WA	Post code	6609
Country	AUSTRALIA	OR Non-Australian Address, P.O. Box, & etc	N/A

Lots with certificate (2)



Location Plan for: Subdivision Application

This data is to be used only for the processing of a
Subdivision Application

Application Number: **158014**

Decision: **Outstanding**

Printed: **7/05/2019**



Produced by Data Analytics,
Department of Planning, Lands and Heritage, Perth WA

Base information supplied by
Western Australian Land Information Authority SLIP 1096-2018-1

Application Status

- Approved
- Outstanding

Existing LPS Zones and Reserves

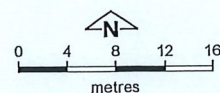
- R Code boundaries
- Residential

Easements and Referrals

Region Scheme Reserves

Localities & Local Government Boundaries

- Local government boundary
- Locality



DEPARTMENT OF PLANNING, LANDS
AND HERITAGE

DATE
07-May-2019

FILE
158014

287

Power Dome

STRICKLAND DRIVE

286

Garage

Lot A

1600m²

Alfresco

Portico

New Residence
Refer to
285

Shed

Refer to

284

STONE WAY

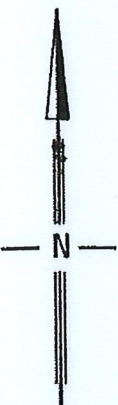
NOTE:

1. All buildings to remain
2. All measurements subject to survey
3. Refer to "File 152410"
Underground power now connected to house
4. All previous conditions satisfied.

ORIGINAL AREAS:

Lot 285 - 791m²
Lot 286 - 809m²

No of existing lots - 2
No of proposed lots - 1



A.J. Marsh & Co.
ADV 11 051 300 007
Alan Marsh (Director)
L.A. AUSTIN

A.J. Marsh Pty Ltd
PO Box 355
Gosnells WA 6990
Phone : 9398 1994

PROPOSED AMALGAMATION

LOTS 285 & 286
STRICKLAND DRIVE
DALWALLINU

C/T Vol: 1259 Fol: 590
C/T Vol: 1691 Fol: 412

DP 209321

Scale: 1:300

Date: 08/04/2019

Original Sheet Size: A4

WESTERN



AUSTRALIA

REGISTER NUMBER	
285/DP209321	
DUPLICATE EDITION	DATE DUPLICATE ISSUED
4	24/11/2014

VOLUME
1259FOLIO
590

RECORD OF CERTIFICATE OF TITLE

UNDER THE TRANSFER OF LAND ACT 1893

The person described in the first schedule is the registered proprietor of an estate in fee simple in the land described below subject to the reservations, conditions and depth limit contained in the original grant (if a grant issued) and to the limitations, interests, encumbrances and notifications shown in the second schedule.

REGISTRAR OF TITLES



LAND DESCRIPTION:

LOT 285 ON DEPOSITED PLAN 209321

REGISTERED PROPRIETOR: (FIRST SCHEDULE)

MATTHEW RICHARD DRAFFIN OF 14 STONE WAY, DALWALLINU

(T M832869) REGISTERED 20/11/2014

LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS: (SECOND SCHEDULE)

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.
* Any entries preceded by an asterisk may not appear on the current edition of the duplicate certificate of title.
Lot as described in the land description may be a lot or location.

-----END OF CERTIFICATE OF TITLE-----

STATEMENTS:

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND: 1259-590 (285/DP209321)
PREVIOUS TITLE: 1259-590
PROPERTY STREET ADDRESS: 14 STONE WAY, DALWALLINU.
LOCAL GOVERNMENT AUTHORITY: SHIRE OF DALWALLINU

- NOTE 1: A000001A LAND PARCEL IDENTIFIER OF DALWALLINU TOWN LOT/LOT 285 (OR THE PART THEREOF) ON SUPERSEDED PAPER CERTIFICATE OF TITLE CHANGED TO LOT 285 ON DEPOSITED PLAN 209321 ON 06-MAY-02 TO ENABLE ISSUE OF A DIGITAL CERTIFICATE OF TITLE.
- NOTE 2: THE ABOVE NOTE MAY NOT BE SHOWN ON THE SUPERSEDED PAPER CERTIFICATE OF TITLE OR ON THE CURRENT EDITION OF DUPLICATE CERTIFICATE OF TITLE.
- NOTE 3: N360607 DEPOSITED PLAN 407475 LODGED.

WESTERN



AUSTRALIA

REGISTER NUMBER	
286/DP209321	
DUPLICATE EDITION	DATE DUPLICATE ISSUED
3	24/11/2014

RECORD OF CERTIFICATE OF TITLE
UNDER THE TRANSFER OF LAND ACT 1893

VOLUME 1691
FOLIO 412

The person described in the first schedule is the registered proprietor of an estate in fee simple in the land described below subject to the reservations, conditions and depth limit contained in the original grant (if a grant issued) and to the limitations, interests, encumbrances and notifications shown in the second schedule.



REGISTRAR OF TITLES

LAND DESCRIPTION:

LOT 286 ON DEPOSITED PLAN 209321

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

MATTHEW RICHARD DRAFFIN OF 14 STONE WAY, DALWALLINU

(T M832869) REGISTERED 20/11/2014

LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:
(SECOND SCHEDULE)

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.
* Any entries preceded by an asterisk may not appear on the current edition of the duplicate certificate of title.
Lot as described in the land description may be a lot or location.

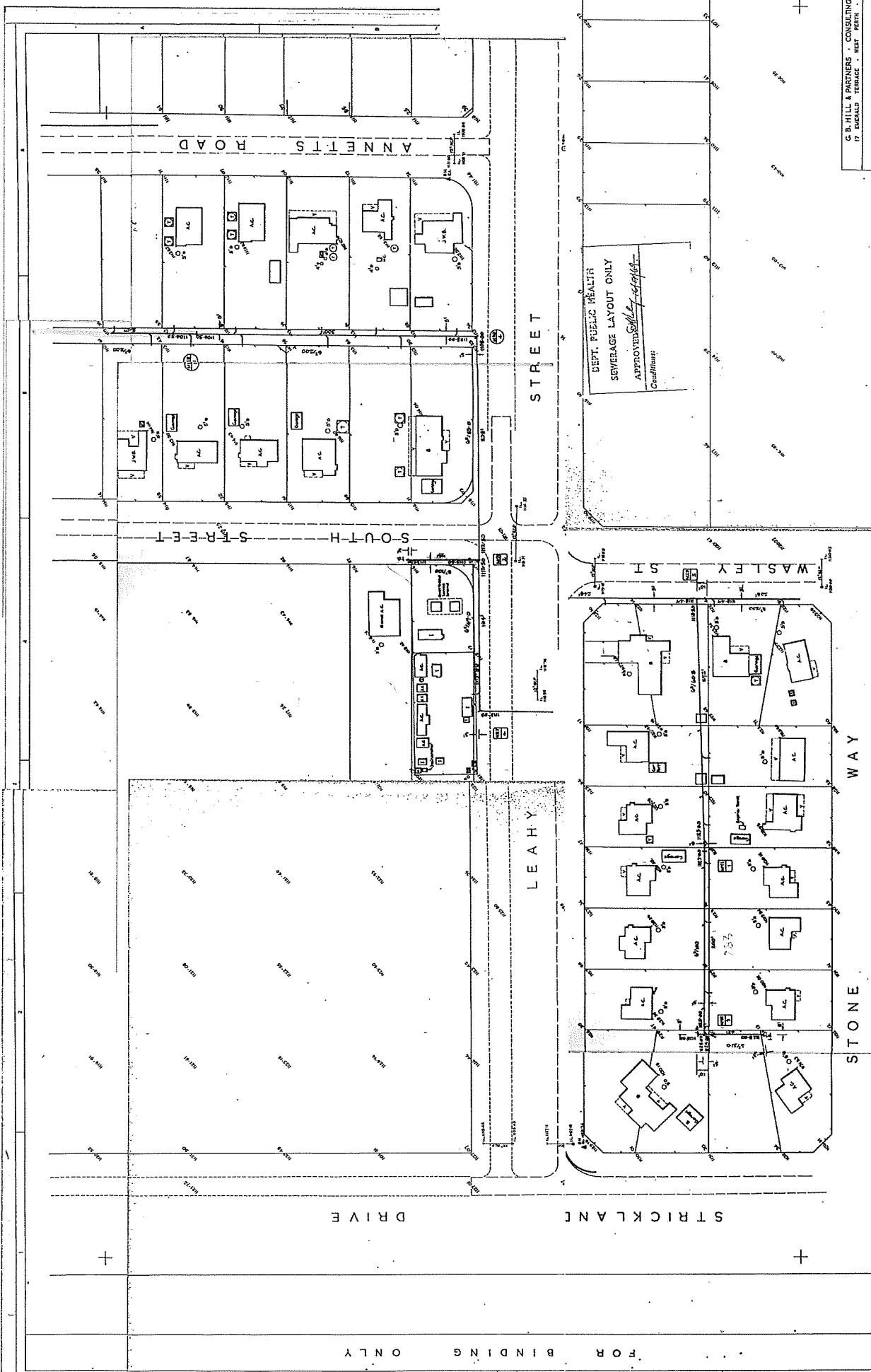
-----END OF CERTIFICATE OF TITLE-----

STATEMENTS:

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND: 1691-412 (286/DP209321)
PREVIOUS TITLE: 1691-412
PROPERTY STREET ADDRESS: 26 STRICKLAND DR, DALWALLINU.
LOCAL GOVERNMENT AUTHORITY: SHIRE OF DALWALLINU

- NOTE 1: A000001A LAND PARCEL IDENTIFIER OF DALWALLINU TOWN LOT/LOT 286 (OR THE PART THEREOF) ON SUPERSEDED PAPER CERTIFICATE OF TITLE CHANGED TO LOT 286 ON DEPOSITED PLAN 209321 ON 30-JUL-02 TO ENABLE ISSUE OF A DIGITAL CERTIFICATE OF TITLE.
- NOTE 2: THE ABOVE NOTE MAY NOT BE SHOWN ON THE SUPERSEDED PAPER CERTIFICATE OF TITLE OR ON THE CURRENT EDITION OF DUPLICATE CERTIFICATE OF TITLE.
- NOTE 3: N360607 DEPOSITED PLAN 407475 LODGED.



DEPT. PUBLIC HEALTH
SEWERAGE LAYOUT ONLY
APPROVED *Selle 1-10-1901*
Confilant:

REV.	DATE	DESCRIPTION	BY	CHKD.

5	6
3	4
2	

INSIDE TO ADJOINING SHEETS

PROF.	SCALE	DESIGN	BOOK	NOTES

G. B. HILL & PARTNERS - CONSULTING ENGINEERS
17 DICKSON TERRACE - WEST PERTH - W.A. - 6005

DALWALLINU SEWERAGE SCHEME

LAYOUT AND DETAILS
SHEET 3 OF 10

SCALE
1"=40'-0"

DATE
JULY 1901

644-03-3

9.2.4 Development Application (DA 211819) – Proposed Moveable Building Reclassification

Report Date:	28 May 2019
Applicant:	Stefania Vankova
File Ref:	A 14506
Previous Meeting Reference:	February 2014 (Motion 302)
Author:	Doug Burke, Manager Planning & Development Services
Senior Officer:	Jean Knight, Chief Executive Officer
Voting Requirements:	Simple Majority
Disclosure of Interest:	Nil
Attachments:	Documents supporting the application

Purpose of Report

To consider an application for approval to allow for the use of a moveable building as a residence, as submitted by the proponent on 3 May 2018.

The proposal requires planning approval as directed by the *Local Planning Scheme No 2 Policy No5 – Moveable Buildings*.

It is recommended that the proposed development be refused as it does not satisfy the primary direction of the Planning Policy.

Background

Subject Property:	16 Arthur Street (Lot 24), Wubin
Land Use Zoning:	Townsite
Property Owner:	Giovanni Donato Marrone
Applicant:	Stefania Vankova
Consent Authority:	Shire of Dalwallinu Council
Proposed Development:	Reclassification of the existing office building to residence
Value of Development:	\$40K
Outside Consultation:	Nil

The proposal is for the repurposing of an existing 'donga' style moveable building from an office to that of a single dwelling. The subject property has been developed from the very earliest period of the establishment of the township of Wubin. Ostensibly the property has been primarily for commercial uses.

A development proposal was approved by the Council in February 2014 by way of Motion 302, reprinted as below:

MOTION 302

Moved Cr MC Huggett
Seconded Cr KM McNeill

That planning approval be granted to Mr Derek Burgess to place a transportable office building on Lot 24 Arthur Street, Wubin, and to conduct a rural services and supply business from the site.

CARRIED 6/0



Location of subject development site (Synergy)

Policy Requirements

Local Planning Scheme No 2 Policy No 5 – Moveable Buildings

The policy requirements have been responded to under the Comments section.

Legislative Requirements

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*.

Strategic Implications

Nil identified

Sustainability Implications

Environment

There are no known environmental implications.

Economic

There are no known economic implications.

Social

There are no known social implications.

Financial Implications

Nil

Comment

The proposed development is subject to consideration of the *Local Planning Scheme N° 2 Policy N° 5 Moveable Buildings*. The background of the Planning Policy adopted in 2014 states that:

'The Council is experiencing an increase in the demand for more affordable housing types within the Shire. These 'affordable' housing types are often in the form of moveable, recycled and converted shed type structures. The Council is keen to restrict these types of dwellings amongst the existing residential areas as they are considered inappropriate to the standard of existing housing stock, and the expectations of residents or owners already established in the area. The Council considers it reasonable to protect existing owners' investments in the town from development that may detract from the amenity of the residential character.'



Street view of the moveable building insitu on the subject property

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 Council 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 objectives to the Planning Policy are:

- a) *To maintain high amenity standards of buildings, especially within the residential areas in the Townsites of the Shire.*

Comment: Any built component of the development will be subject to the Building Act 2011.

- b) *To ensure that the visual aesthetics of residential areas are not compromised by the introduction of moveable buildings that are generally out of character with the predominant housing style in the locality.*

Comment: There is no particular housing style predominant within the townsite.

- c) *To ensure that the **moveable buildings**, established within the Shire, do not use materials considered by the Council to be unacceptable (e.g. asbestos).*

Other than asbestos, no other materials have been cited in the Planning Policy

Comment: Any construction work undertaken through the Building Act would disallow the use of asbestos components.

- d) *To avoid the erection and use of extensive areas of moveable structures for accommodating temporary workforces, or other business or company activities, in inappropriate areas.*

Comment: **Not applicable**

- e) *To prevent the introduction of housing, or other use structures that are designed to be used on a temporary or short stay basis and that may detract from the standards already established in the residential areas of the Townsites.*

Comment: It is understood that the proponent is to utilise the repurposed building as a permanent residence

- f) *To protect the visual amenity of the urban environment by not permitting the establishment, storage or use of **containers** within the non-industrial areas of the townsite.*

Comment: **Not applicable**

Part 4(a) of the Planning Policy states that:

'The Council shall not permit the establishment, occupation or erection of donga type structures for residential purposes within a Townsite Boundary in Scheme Area, unless the site is set aside for Group Housing Accommodation and used as a campsite for accommodating a workforce.'

'Donga Type' structures are those usually designed to provide for workforce accommodation in small individual units. The structures are generally those (such as ATCO, Western Portables or Durabuilt units) with skid mountings, metal sandwich panel and flat roof design. These portable modular structures are also used for other purposes.

CEO
Shire of Dalwallinu
P.O Box 141
DAL WALLINU
WA 6609

We are putting in an application in regards to the property at lot 24 Arthur Street in Wubin which we are purchasing. With this property we are planing to renovate it into a class 1A residential 1 bedroom unit. The moveable building is to be renovated to be a liveable dwelling. The moveable building has been situated on the property since 2014 and has been approved with the shire of Dalwallinu as an office. This property will only be use as private permanent residence. We have both live and work within this shire for the past 10 years and would prefer to continue living here. We are in the process of purchasing this property as we are planning to stay within the shire for the immediate future.

To support our application we have addressed the objectives to the local planning scheme no.2 policy on the attachment.

Kind regards
Stefania vankova

The objective to the policy

To maintain high amenity standards of building, especially within the residential areas in the townsite of the shire.

- To ensure high amenity standard and to stay within the code of Australia building standard section 3.8.3.2. The moveable building shower and toilet is already situated on the property and are connected to a septic tank. (As shown in diagram 1 attached) The kitchen sink, facilities for the preparation and cooking of food, washbasin, clothes washing facilities with a washtub, also space in the same room for washing will be installed in the moveable building to comply with the code of Australia building standard. (As shown in diagram 2 attached).

To ensure that the visual aesthetics of the residential areas are not compromised by the introduction of moveable building that are generally out of character with the predominant housing style in the locality.

- The visual aesthetics of Wubin townsite are all different. There is not one house that is the same. As to some of the houses around Wubin town site were shop and school that were convert to residential property. (As shown in diagram 3)
- Every property in Wubin townsite has its own character to which the moveable building will not compromise the character of the townsite.
- The moveable building has been establish since 2014 and has been approved by the shire for office use.
- The moveable building will be rendered with cladding or weatherboard and awnings will be installed on all windows to look more like a house style. (an example as shown in diagram 4 attached)
- With the large fencing around the property plants like bougainvillea, orange trumpet creeper or star jasmine vice will be planted around the property which the plants will cover the fence. (As shown in diagram 5 attached)

To ensure that the moveable building, establish within the shire, do not use materials considered by the council to be unacceptable (e.g. asbestos)

- The moveable building does not contain any doubtful materials e.g. asbestos.

- All building material required to renovate the moveable building will not contain any doubtful materials, and will be to any standards required by of the shire.

To avoid the erection and use of extensive areas of the moveable structures for accommodating temporary workforces, or other business or company activates, in inappropriate areas.

- The moveable building will not be accommodating any temporary workforce or business or company.
- This moveable building will be for private permanent residents only.

To prevent the introducing of housing or other use structures that are designed to be used on a temporary or short stay basis and that may detract from the standards already established in the residential areas of the townsites.

- This property will not be use for temporary or shot stay basis.
- This property will be for private permanent residents only.

N ←

Arthur street

LOT 24 DP 229717

Existing Buildings.

Toilet

Shower

Septic Tank

Storage Area
(concrete)

Glouery
Street

office
& Showroom
Transformer

loading
Zone
(concrete)

Chemical &
Storage
Shed

Rear Road access (Gravel)

(Diagram 2)

(Diagram 1)

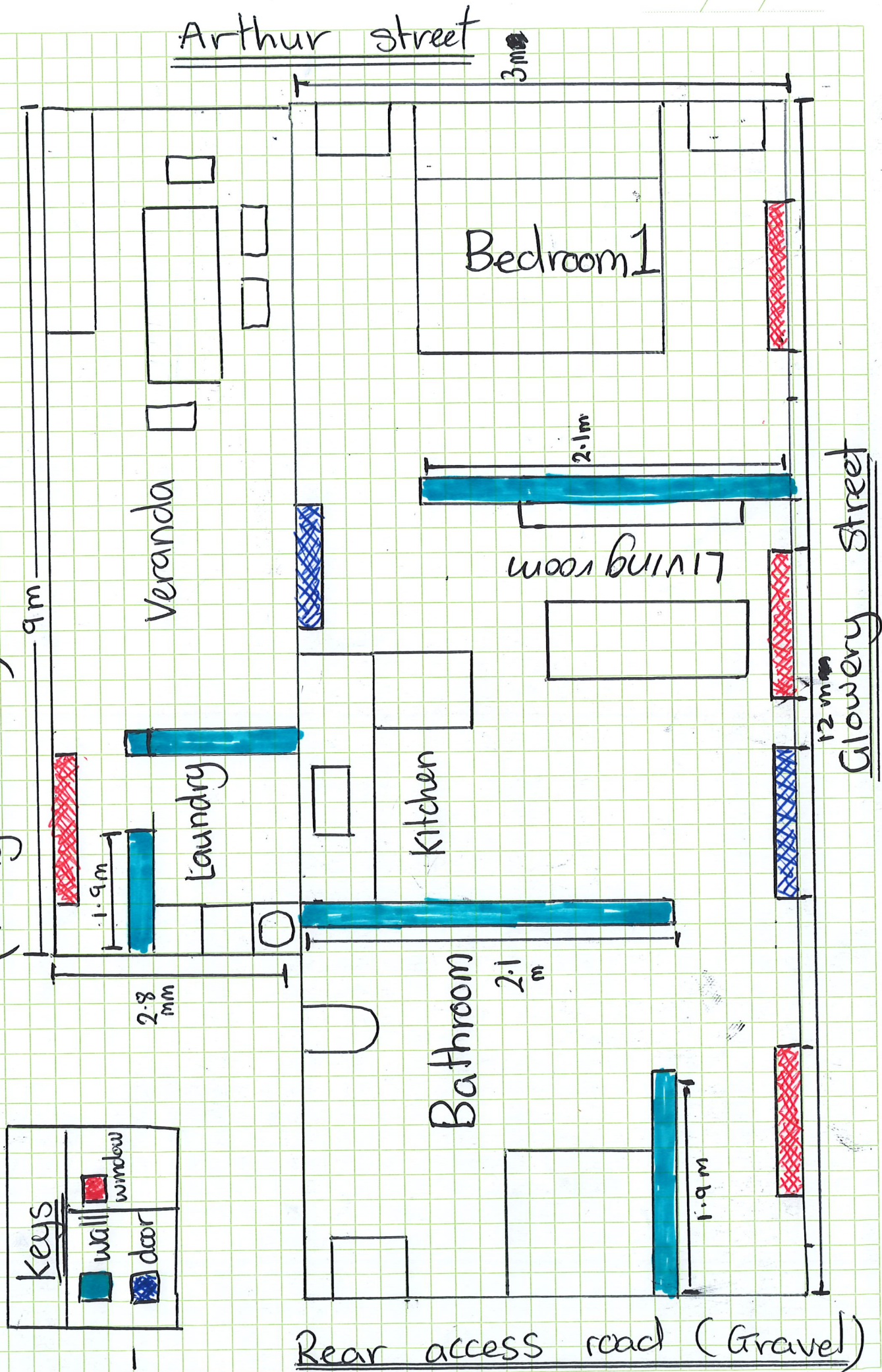
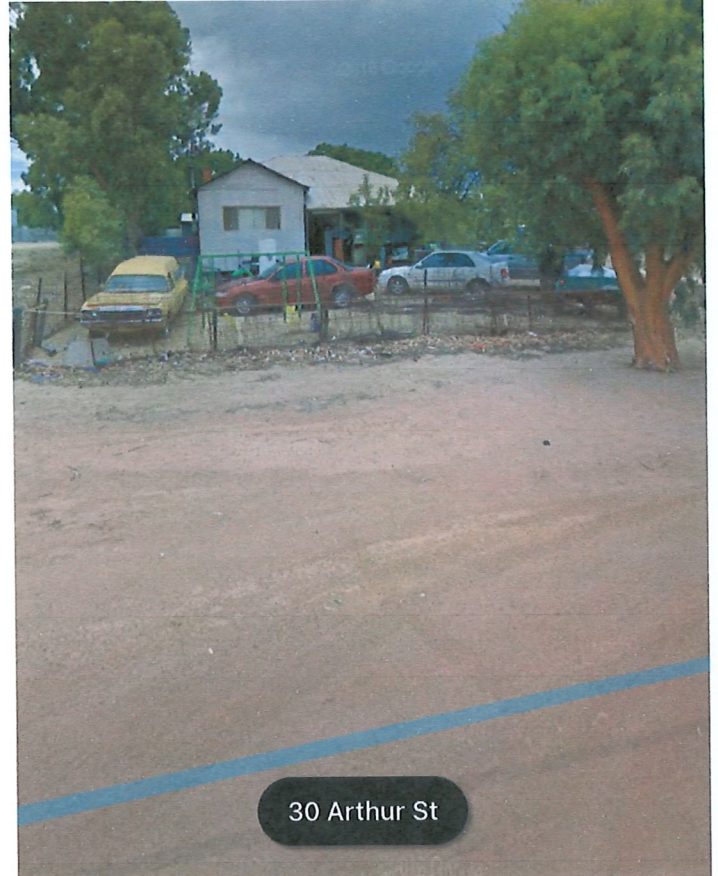
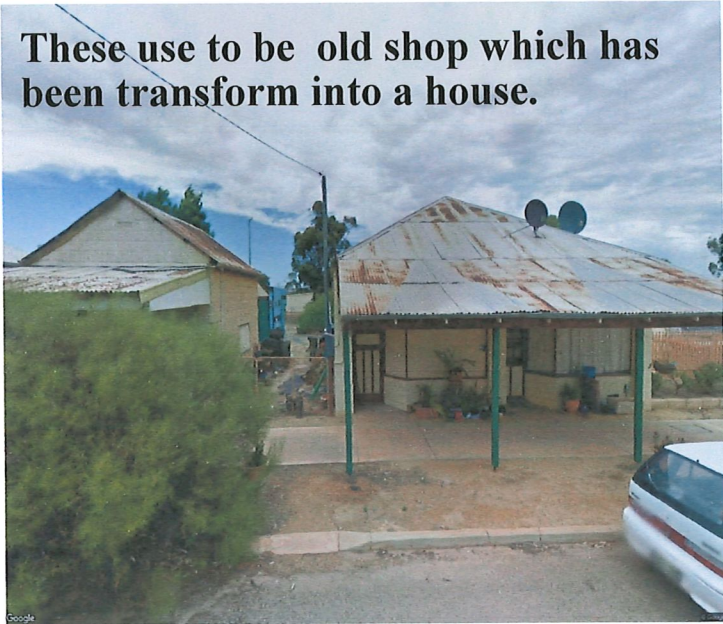


Diagram 3

These use to be old shop which has been transform into a house.



30 Arthur St



2 Arthur St

These use to be old shop which has been transform into a house.



© Google

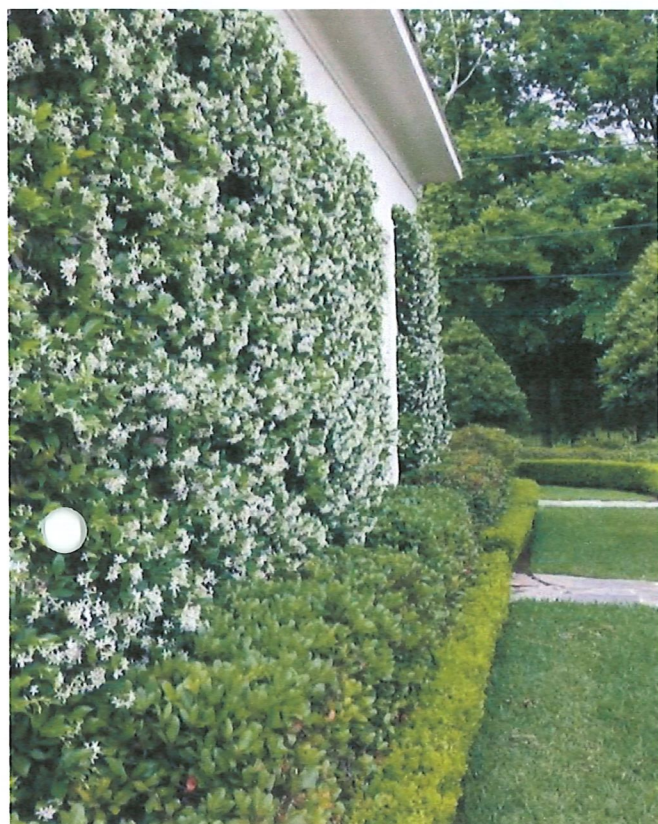
Diagram 4



These are some of the example of cladding or weatherboards.

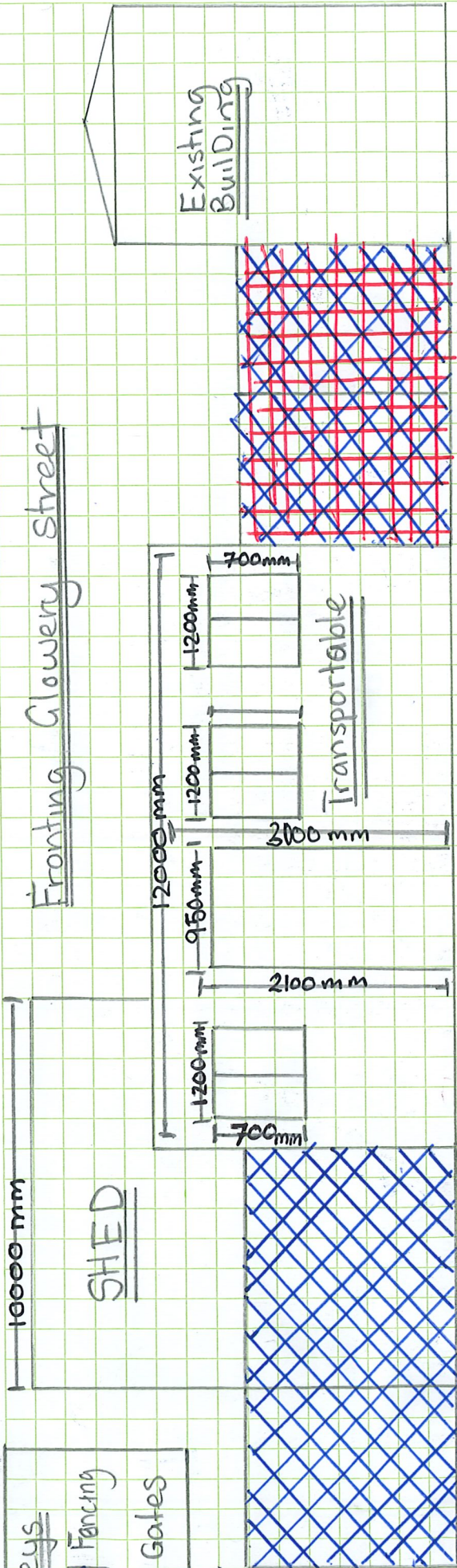


Diagram 5

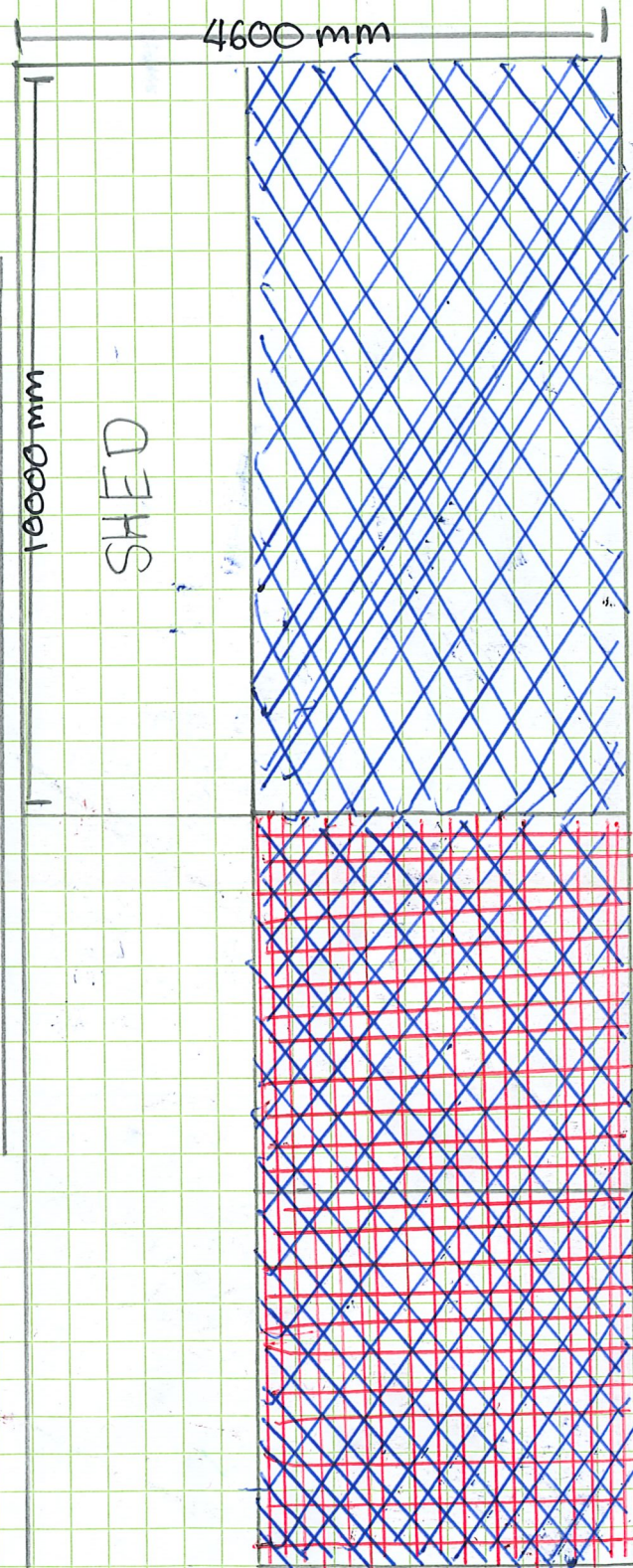
These are some of the beautiful creeper that can be planted along the fence.



Keys	
	Fencing
	Gates



Rear access road (Gravel)



9.3 CORPORATE SERVICES

9.3.1 Accounts for Payment for April 2019

Date of Report:	28 May 2019
Applicant:	Shire of Dalwallinu
File Reference:	FM/6 – Expenditure Reports
Previous Meeting Reference:	Nil
Author:	Mrs Hanna Jolly, Accounting Officer
Senior Officer:	Mr Keith Jones, Deputy Chief Executive Officer
Voting Requirements:	Simple Majority
Disclosure of Interest:	Nil
Attachments:	Summary of Accounts for Payment

Purpose of Report

To consider the acceptance and approval of the Schedule of Accounts for Payment.

Background

A list of invoices paid for the month of March 2019 from the Municipal Account, to the sum of \$12,697.75 paid by cheque and \$1,229,292.93 paid by EFT are attached, together with a list of Bank Fees, Payroll, Direct Debit Payments and transfers to Reserves & Term Deposit. These payments total \$1,443,696.93. In addition, payments of \$161,273.25 were made from the Trust Account. The total payments from all accounts being \$1,604,970.18 have been listed for Council's ratification.

Comment

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

- a) The payees names
- b) The amount of the payments
- c) Sufficient information to identify the payment
- d) The date of the payment

The attached list meets the requirements of the Financial Regulations.

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

Policy Requirements

Nil

Legislative Requirements

Local Government (Financial Management) Regulations Act 1996, Regulation 12; and Regulations 13(3) (a) (b); 13(1); and 13(4).

Strategic Implications

Nil

Sustainability Implications

Environment

Nil

Economic

Nil

Social

Nil

Financial Implications

Account payments are in accordance with the revised budget for 2018/19 or authorised by separate resolution.

Officer Recommendation/Resolution

MOTION 9357

Moved Cr KL Carter
Seconded Cr NW Mills

That in accordance with the requirements of section 13(1), 13(3) and 13(4) of the *Local Government (Financial Management) Regulations 1996* a list of payments made in April 2019 under the CEO's delegated authority is endorsed in respect to the following Bank accounts:

(a) Municipal Fund Account totalling \$1,443,696.93 consisting	\$12,697.75
Electronic Fund Transfers 9364 – 9466	\$1,229,292.93
(excluding Trust EFTs 9428-9434, 9464-9466)	
Direct Debit Payments Credit Card DD14943.1	\$5,580.27
Electronic Fund Transfers Payroll	\$127,213.00
Bank Fees	\$910.88
Direct Debit Payments (Superannuation)	\$25,955.02
Loan Payment 157 – DDC	\$42,047.08
(b) Trust Account payments totalling \$161,273.25 consisting of:	
Electronic Fund Transfers , 9428-9434 & 9464-9466	\$55,038.80
Direct Debits - Payments to DPI	\$106,234.45

CARRIED 9/0

Date: 02/05/2019
Time: 11:24:00AM

Shire of Dalwallinu

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Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
35196	12/04/2019	WATER CORPORATION	Water usage Kalannie oval - 30/1/19 to 01/04/19	1		12,697.75
INV 9007841002/04/2019		WATER CORPORATION	Water usage Kalannie Sports Pavillion - 30/1/19 to 01/04/19,		6,697.36	
			Water usage Kalannie oval - 30/1/19 to 01/04/19			
INV 9007842002/04/2019		WATER CORPORATION	Water usage Lot 72 Prior St, Kalannie, 30/1/19 to 01/0/419		123.29	
INV 9007842202/04/2019		WATER CORPORATION	Water usage Kalannie C/van Pk, 30/1/19 to 01/04/19		545.54	
INV 9007841802/04/2019		WATER CORPORATION	Water usage, Standpipe Hathway Dve, Kalannie, 30/01/19 to 01/04/19		4,559.95	
INV 9007841302/04/2019		WATER CORPORATION	Water usage 19 Locke St, Kalannie 30/1/19 to 01/04/19		704.44	
INV 9007841202/04/2019		WATER CORPORATION	Water usage Kalannie town hall, 30/1/19 to 01/04/19, Fire service charge 01/03/19 to 30/4/19 for Kalannie town hall,		67.17	

REPORT TOTALS

Bank Code	Bank Name	TOTAL
1	Municipal - 536591-4	12,697.75
TOTAL		12,697.75

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Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
EFT9364	02/04/2019	TELSTRA	Medical Ctr - Phone usage to 18/3/19 plus service/rental to 18/4/19	1		140.27
INV P343310823/03/2019	TELSTRA		Medical Ctr - Phone usage to 18/3/19 plus service/rental to 18/4/19, Medical Ctr - Phone usage to 18/3/19 plus service/rental to 18/4/19 - gst free		140.27	
EFT9365	02/04/2019	Civil Engineering Project Management Pty. Ltd	Project management for WANDRRA claim AGRN 743 - March 2019 hours	1		28,285.95
INV 0707203031/03/2019		Civil Engineering Project Management Pty. Ltd	Project management for WANDRRA claim AGRN 743 - March 2019 hours		28,285.95	
EFT9366	02/04/2019	JMG Building Surveyors	Building Certification Dalwallinu Recreation Centre upgrade - site visit 21/3/19	1		1,760.00
INV 0001296627/03/2019		JMG Building Surveyors	Building Certification Dalwallinu Recreation Centre upgrade - site visit 21/3/19,		1,760.00	
EFT9367	10/04/2019	KEITH LESLIE CARTER	Members attendance q/e 31/3/19	1		878.34
INV 76	05/04/2019	KEITH LESLIE CARTER	Members attendance q/e 31/3/19, Members travel q/e 31/3/19		878.34	
EFT9368	10/04/2019	ANITA R DICKINS	Members attendance for q/e 31/3/19	1		829.20
INV 77	05/04/2019	ANITA R DICKINS	Members attendance for q/e 31/3/19, Members travel for q/e 31/3/19		829.20	
EFT9369	10/04/2019	KAREN M McNEILL	Members attendance for q/e 31/3/19	1		360.00
INV 78	05/04/2019	KAREN M McNEILL	Members attendance for q/e 31/3/19		360.00	
EFT9370	10/04/2019	WESTRAC EQUIPMENT PTY LTD	Purchase New Multi Tyred Roller	1		153,780.00
INV 1800010419/03/2019		WESTRAC EQUIPMENT PTY LTD	Purchase New Multi Tyred Roller, Trade in Bomag Roller		153,780.00	
EFT9371	10/04/2019	JOHN R WALLIS ENGINEERING	Asstd filters DL281	1		519.86
INV INV-105429/03/2019		JOHN R WALLIS ENGINEERING	Spark plug - JD ride-on mower, Ink cartridges - workshop, Dayco belt & spark plug - sundry plant, Asstd filters DL103, Asstd filters DL281, Grease gun coupler DL275, Asstd filters DL515, Male plug - Wubin fire tender, Brass end connector DL80, 20lt gleam & clean - w/shop, Camlock DL159		519.86	

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Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
EFT9372	10/04/2019	RBC - RURAL	Monthly meterplan charge - B & W, plus colour copiers	1		1,167.48
INV 0002570525/03/2019		RBC - RURAL	Monthly meterplan charge - B & W, plus colour copiers		1,167.48	
EFT9373	10/04/2019	Winc Australia Pty Ltd	Shire Admin Stationery Order - March 2019	1		441.03
INV 9026832114/03/2019		Winc Australia Pty Ltd	Shire Admin Stationery Order - March 2019		441.03	
EFT9374	10/04/2019	EASTERN HILLS SAWS & MOWERS	Ground shaft assembly, left hand & right hand time for Husqvarna CRT 52 tiller	1		500.00
INV 42840#4	27/03/2019	EASTERN HILLS SAWS & MOWERS	Ground shaft assembly, left hand & right hand time for Husqvarna CRT 52 tiller		500.00	
EFT9375	10/04/2019	CJD EQUIPMENT PTY LTD	Extension tank - part # 16254455 for backhoe DL695	1		562.15
INV 1835130	15/03/2019	CJD EQUIPMENT PTY LTD	Extension tank - part # 16254455 for backhoe DL695		401.19	
INV 1822368	18/02/2019	CJD EQUIPMENT PTY LTD	V16229355 Pipe for DL695 backhoe		160.96	
EFT9376	10/04/2019	WRIGHT EXPRESS FUEL CARDS AUSTRALIA LTD	Fuel for Toyota Hilux DL103 March 2019	1		2,722.21
INV 1417097131/03/2019		WRIGHT EXPRESS FUEL CARDS AUSTRALIA LTD	Fuel for Ford Territory DL131 March 2019, Fuel for Nissan Pathfinder DL492 March 2019, Fuel for Holden Commodore DL186 March 2019, Fuel for Ford Territory DL89 March 2019, Fuel transaction fee for Ford Territory DL89 March 2019, Fuel for Holden Commodore DL281 March 2019, Fuel for Ford Everest DL2 March 2019, Fuel for Toyota Hilux DL103 March 2019, Fuel transaction fee for Toyota Hilux DL103 March 2019		2,722.21	
EFT9377	10/04/2019	AUSTRALIA POST - SHIRE	Shire admin - postage Mar'19	1		227.95
INV 1008414203/04/2019		AUSTRALIA POST - SHIRE	Shire admin - postage Mar'19		227.95	
EFT9378	10/04/2019	KLEENHEAT GAS	LPG bulk gas to Dalwallinu Caravan Park 18 Mar 2019 - Recouped	1		458.99
INV 2139812831/03/2019		KLEENHEAT GAS	LPG bulk gas to Dalwallinu Caravan Park 18 Mar 2019 - Recouped		458.99	
EFT9379	10/04/2019	DALWALLINU MOTORS	Petrol for Shire Small plants 1-31 March 2019	1		350.22

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Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
INV 19056	31/03/2019	DALWALLINU MOTORS	Petrol for Shire Small plants 1-31 March 2019, Wiper Blades for DL80 7 March 2019, Ice for Hawaian BBQ at DDC 27 March 2019		350.22	
EFT9380	10/04/2019	BOC LIMITED	Container service charge on oxygen, dissolved acetylene & argoshield for w/shop -26/2/19 to 28/3/19	1		48.86
INV 5004462229	03/2019	BOC LIMITED	Container service charge on oxygen, dissolved acetylene & argoshield for w/shop -26/2/19 to 28/3/19		48.86	
EFT9381	10/04/2019	Bridgestone Service Centre Dalwallinu	Supply and fit 2 x 205r16c tyres to DL 747	1		293.00
INV 73205	29/03/2019	Bridgestone Service Centre Dalwallinu	Supply and fit 2 x 205r16c tyres to DL 747		293.00	
EFT9382	10/04/2019	AVON WASTE	Domestic rubbish collection - Dally - Mar 19	1		15,357.32
INV 0003335731	03/2019	AVON WASTE	Domestic rubbish collection - Dally - Mar 19, Commercial rubbish collection - Dally - Mar 19, Recycling rubbish collection - Dally - Mar 19, Domestic rubbish collection - Buntine - Mar 19, Commercial rubbish collection - Buntine - Mar 19, Domestic rubbish collection - Kalannie - Mar 19, Commercial rubbish collection - Kalannie - Mar 19, Domestic rubbish collection - Pithara - Mar 19, Commercial rubbish collection - Pithara - Mar 19, Domestic rubbish collection - Wubin - Mar 19, Recycling rubbish collection - Wubin - Mar 19, Recycling rubbish collection - Buntine/Kalannie/Pithara/Wubin - Mar 19, Additional Monday commercial rubbish collection - Mar 19, St bins rubbish collection - Mar 19, Bulk recycling bins rubbish collection - Mar 19, Frontlift Kerbside recycling bins rubbish collection - Mar 19, Frontlift recycling bins rubbish collection - Mar 19		15,357.32	
EFT9383	10/04/2019	IT VISION	Map Data Refresh and Aerial ECW image update	1		825.00
INV 31031	18/03/2019	IT VISION	Map Data Refresh and Aerial ECW image update		825.00	
EFT9384	10/04/2019	LANDMARK OPERATIONS LIMITED	Boots for MWS - W. Taylor	1		122.10
INV 9015704018	03/2019	LANDMARK OPERATIONS LIMITED	Boots for MWS - W. Taylor		122.10	
EFT9385	10/04/2019	BURGESS RAWSON (WA) PTY LTD	Water usage Kalannie parks/gardens 30/1/19 to 1/4/19	1		83.62
INV 4152	08/04/2019	BURGESS RAWSON (WA) PTY LTD	Water usage Kalannie parks/gardens 30/1/19 to 1/4/19		83.62	

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Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
EFT9386	10/04/2019	PEACOCK SETTLEMENTS	Refund of EAS payment for duplicate advice of sale (A6265), cancelled after process	1		87.50
INV REFUND10/04/2019	10/04/2019	PEACOCK SETTLEMENTS	Refund of EAS payment for duplicate advice of sale (A6265), cancelled after process		87.50	
EFT9387	10/04/2019	SYNERGY	Electricity charges for street lights 25 Feb to 24 Mar 2019	1		11,535.25
INV 7153362701/04/2019	10/04/2019	SYNERGY	Electricity charges for street lights 25 Feb to 24 Mar 2019		5,356.45	
INV 9667269105/04/2019	10/04/2019	SYNERGY	Electricity usage Dalwallinu sewerage scheme, 6/2/19 to 5/4/19		1,062.75	
INV 4144813905/04/2019	10/04/2019	SYNERGY	Electricity usage McIntosh Park, 06/2/19 to 05/4/19		459.45	
INV 9741694005/04/2019	10/04/2019	SYNERGY	Electricity usage Dalwallinu squash club 7/3/19 to 5/4/19, Electricity usage Dalwallinu sports club 7/3/19 to 5/4/19, Electricity usage Dalwallinu sports club residence 7/3/19 to 5/4/19, Electricity usage Dalwallinu golf club 7/3/19 to 5/4/19, Electricity usage Dalwallinu rec ctr 7/3/19 to 5/4/19, Electricity usage Dalwallinu aquatic ctr 7/3/19 to 5/4/19		3,976.10	
INV 7975433108/04/2019	10/04/2019	SYNERGY	Electricity usage Dalwallinu Aerodrome, 07/2/19 to 08/4/19		377.50	
INV 2936120508/04/2019	10/04/2019	SYNERGY	Electricity usage FM radio transmitter, 06/2/19 to 08/4/19		303.00	
EFT9388	10/04/2019	STEWART & HEATON CLOTHING CO PTY LTD	18 Jackets for Bush fire brigade	1		2,999.36
INV SIN-299819/02/2019	10/02/2019	STEWART & HEATON CLOTHING CO PTY LTD	18 Jackets for Bush fire brigade		2,999.36	
EFT9389	10/04/2019	Refuel Australia	Please supply 9600 litres of diesel	1		13,063.68
INV 0117528606/03/2019	03/03/2019	Refuel Australia	Please supply 9600 litres of diesel		13,063.68	
EFT9390	10/04/2019	STATE LIBRARY OF WA	Inter library loan freight recoup for 2018/2019	1		310.88
INV RI02256425/03/2019	03/03/2019	STATE LIBRARY OF WA	Inter library loan freight recoup for 2018/2019		310.88	
EFT9391	10/04/2019	STEVEN CLIFFORD CARTER	Members attendance q/e 31/3/19	1		1,341.96
INV 75	05/04/2019	STEVEN CLIFFORD CARTER	Members attendance q/e 31/3/19, Members travel q/e 31/3/19		1,341.96	
EFT9392	10/04/2019	MESSAGENET PTY LTD	2723 fire notification messages - March '19	1		599.06

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Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
INV 1101098	31/03/2019	MESSAGENET PTY LTD	2723 fire notification messages - March '19		599.06	
EFT9393	10/04/2019	DAVE WATSON CONTRACTING PTY LTD	Trim trees under power lines in Kalannie & tidy up trees in Roche St	1		7,425.00
INV 0000161201	01/04/2019	DAVE WATSON CONTRACTING PTY LTD	Remove and grind Rivergum and Casuarina at Recreation Ground,		2,750.00	
INV 0000162103	01/04/2019	DAVE WATSON CONTRACTING PTY LTD	Trim trees under power lines in Kalannie & tidy up trees in Roche St		4,675.00	
EFT9394	10/04/2019	Access 1 Security Systems	Alarm monitoring service for Shire Depot - quarterly fee	1		242.34
INV 34405	01/04/2019	Access 1 Security Systems	Alarm monitoring service for Shire Administration Centre - quarterly fee		100.38	
INV 34442	01/04/2019	Access 1 Security Systems	Alarm monitoring service for Shire Depot - quarterly fee		141.96	
EFT9395	10/04/2019	DALWALLINU PHARMACY	Medication for J Leonard W/C injury 19/12/2016	1		62.85
INV 147774	09/03/2019	DALWALLINU PHARMACY	Medication for J Leonard W/C injury 19/12/2016		20.95	
INV 147984	14/03/2019	DALWALLINU PHARMACY	Medication for J Leonard W/C injury 19/12/2016		20.95	
INV 148623	26/03/2019	DALWALLINU PHARMACY	Medication for J Leonard W/C injury 19/12/2016		20.95	
EFT9396	10/04/2019	Australia Post - Medical Centre	Postage costs - Med Ctr Mar '19	1		37.47
INV 1008409203	04/2019	Australia Post - Medical Centre	Postage costs - Med Ctr Mar '19		37.47	
EFT9397	10/04/2019	Ampac Debt Recovery	Debt collection action for March 2019	1		2,269.87
INV 54699	31/03/2019	Ampac Debt Recovery	Debt collection action for March 2019, Debt collection action for March 2019-gst free		2,269.87	
EFT9398	10/04/2019	Airport Lighting Specialists Pty Ltd	Repair of PAALC unit for Dalwallinu Aerodrome	1		577.50
INV IN20279	29/03/2019	Airport Lighting Specialists Pty Ltd	Repair of PAALC unit for Dalwallinu Aerodrome		577.50	
EFT9399	10/04/2019	R n R Auto Electrics	Remove & replace compressor in DL 143 - air con fault.	1		1,663.37
INV 0000389427	03/2019	R n R Auto Electrics	Remove & replace compressor in DL 143 - air con fault.		1,663.37	
EFT9400	10/04/2019	Dalwallinu Hardware	10 pairs of work boots for outside crew	1		5,253.37
INV 285886	01/03/2019	Dalwallinu Hardware	Door stop - DDC		4.30	

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INV 286346	06/03/2019	Dalwallinu Hardware	6 rapidset - signs		62.40	
INV 286482	07/03/2019	Dalwallinu Hardware	White killrust - war memorial		39.80	
INV 286549	08/03/2019	Dalwallinu Hardware	Batteries for CBD gardens retic		20.30	
INV 286916	12/03/2019	Dalwallinu Hardware	Gardening gloves & snips		35.25	
INV 286904	12/03/2019	Dalwallinu Hardware	Ceiling paint - 21 Rayner St		92.95	
INV 286960	12/03/2019	Dalwallinu Hardware	Washer & 6 rapidset - signs		67.30	
INV 287012	13/03/2019	Dalwallinu Hardware	Microfibre roller - 21 Rayner St		17.00	
INV 287014	13/03/2019	Dalwallinu Hardware	Solenoid valve, thread tape, pvc socket & poly bush - 2 Dungey		63.80	
INV 287003	13/03/2019	Dalwallinu Hardware	Gas for gas gun - oval		41.95	
INV 287081	13/03/2019	Dalwallinu Hardware	6 rapidset - signs		62.40	
INV 285954	01/03/2019	Dalwallinu Hardware	White killrust gloss for war memorial		20.00	
INV 287085	13/03/2019	Dalwallinu Hardware	New shower tap set - 11B Anderson Way		54.50	
INV 287093	13/03/2019	Dalwallinu Hardware	Screw & bracket angle - Craft shop		12.10	
INV 287094	13/03/2019	Dalwallinu Hardware	Blue pine - Craft shop		24.00	
INV 287125	14/03/2019	Dalwallinu Hardware	Batteries - garden shed		8.90	
INV 287127	14/03/2019	Dalwallinu Hardware	Brush & 1lt finish ext gloss - Craft shop		44.55	
INV 287209	14/03/2019	Dalwallinu Hardware	Sparay &wipe plus wet area sealant - 68 Annetts Rd		17.05	
INV 287230	14/03/2019	Dalwallinu Hardware	6 rapidset - signs		62.40	
INV 287233	14/03/2019	Dalwallinu Hardware	Float pine for Community Arts building		16.75	
INV 287341	15/03/2019	Dalwallinu Hardware	Bolt & nuts - stores		1.80	
INV 287594	18/03/2019	Dalwallinu Hardware	3 rapidset - signs		31.20	
INV 285922	01/03/2019	Dalwallinu Hardware	Padlock for meter box @ multi purpose courts		39.00	
INV 287669	19/03/2019	Dalwallinu Hardware	2 Kwik swap gas - training		182.00	
INV 287671	19/03/2019	Dalwallinu Hardware	Cube shelving unit & wet/dry sheet - Rec Ctr		94.95	
INV 287678	19/03/2019	Dalwallinu Hardware	Fiskars pruner - gardener		29.00	

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INV 287707	19/03/2019	Dalwallinu Hardware	Hessian bags - pool		24.00	
INV 287770	20/03/2019	Dalwallinu Hardware	10mm shackle - stores		9.00	
INV 287937	21/03/2019	Dalwallinu Hardware	New Boots for Bernie Harner.		38.38	
INV 287985	22/03/2019	Dalwallinu Hardware	Heavy duty tarp - w/shop		17.00	
INV 287992	22/03/2019	Dalwallinu Hardware	Keys cut for bbq's		13.90	
INV 288052	22/03/2019	Dalwallinu Hardware	10 pairs of work boots for outside crew		1,100.00	
INV 288686	28/03/2019	Dalwallinu Hardware	ChiQ LG40G5 Television, Westinghouse TV Bracket		1,060.18	
INV 285946	01/03/2019	Dalwallinu Hardware	Screw/washer & plug for pool		4.60	
INV 288687	28/03/2019	Dalwallinu Hardware	Soft grip felxi scraper - oval		12.40	
INV 288701	28/03/2019	Dalwallinu Hardware	70 x Punnet petunia's for main street gardens		280.00	
INV 288725	29/03/2019	Dalwallinu Hardware	5 x 25l seasol - gardens		65.00	
INV 288765	29/03/2019	Dalwallinu Hardware	5 x 25l seasol, 2 x snail & slug bait		76.00	
INV 285956	01/03/2019	Dalwallinu Hardware	3 shower curtains - Wubin Main Roads truck stop		51.75	
INV 286388	07/03/2019	Dalwallinu Hardware	Fuse wire - stores		2.15	
INV 287693	19/03/2019	Dalwallinu Hardware	Rectangle valve box - Rec Ctr gardens		28.75	
INV 288530	27/03/2019	Dalwallinu Hardware	8 color fence posts for Cousins Rd pump station		131.00	
INV 286178	05/03/2019	Dalwallinu Hardware	3 Sliding doors & materials for Kalannie Sports Club		1,099.06	
INV 286201	05/03/2019	Dalwallinu Hardware	Repairs to street bin		13.60	
INV 286146	05/03/2019	Dalwallinu Hardware	Turps, metho & brush - war memorial		32.30	
INV 286222	05/03/2019	Dalwallinu Hardware	Poly nipple - Memorial park		7.05	
INV 286286	06/03/2019	Dalwallinu Hardware	4 rapidset - signs		41.60	
EFT9401	10/04/2019	AFGRI EQUIPMENT AUSTRALIA PTY LTD	Air Filter for John Deere ride on mower	1		22.66
INV 1819146	07/03/2019	AFGRI EQUIPMENT AUSTRALIA PTY LTD	Air Filter for John Deere ride on mower		22.66	

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EFT9402	10/04/2019	Industrial Automation Group Pty Ltd	Inspect & service flow meters at Dalwallinu, Kalannie & Pithara Standpipes + replacement of rusted out flow meter at Dalwallinu S/p.	1		2,920.50
INV SINV-13509/04/2019		Industrial Automation Group Pty Ltd	Inspect & service flow meters at Dalwallinu, Kalannie & Pithara Standpipes + replacement of rusted out flow meter at Dalwallinu S/p.		2,920.50	
EFT9403	10/04/2019	DALLCON	Supply and delivery of products for Kalannie Culverts.	1		23,358.50
INV 24796	27/03/2019	DALLCON	Supply and delivery of products for Kalannie Culverts.		23,358.50	
EFT9404	10/04/2019	Brett Henderson Boys	Members attendance for q/e 31/3/19	1		720.00
INV 81	05/04/2019	Brett Henderson Boys	Members attendance for q/e 31/3/19		720.00	
EFT9405	10/04/2019	Marketforce Pty Ltd	RFT 2019 -07 -Design & Construct 2 Units - West Australian, L/G Tender Section 2/3/19,	1		828.81
INV 30825	01/03/2019	Marketforce Pty Ltd	Early settlement discount for inv 25812 - Jan '19 (RFT 2019-05, advert for provision of grading), Early settlement discount for inv 25813 - Jan '19 (advert for Mechanic position)		-43.84	
INV 26771	26/03/2019	Marketforce Pty Ltd	RFT 2019 -08 -Provision of IT Support - West Australian, L/G Tender Section 2/3/19,		425.92	
INV 26772	26/03/2019	Marketforce Pty Ltd	RFT 2019 -07 -Design & Construct 2 Units - West Australian, L/G Tender Section 2/3/19,		446.73	
EFT9406	10/04/2019	Liberty Plumbing & Gas	Supply & install new sewer pump at the Dalwallinu Caravan Park.	1		1,927.20
INV INV-088502/04/2019		Liberty Plumbing & Gas	Supply & install new sewer pump at the Dalwallinu Caravan Park.		1,927.20	
EFT9407	10/04/2019	Moore Stephens	Financial & Management reporting workshop in Perth 20-21 May 2019 for H Jolly	1		2,048.20
INV 362	27/03/2019	Moore Stephens	Financial & Management reporting workshop in Perth 20-21 May 2019 for H Jolly		2,048.20	
EFT9408	10/04/2019	BRISKLEEN SUPPLIES	Main Roads WA - Cleaning Order - Mar 19	1		1,387.72

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INV 145344	12/03/2019	BRISKLEEN SUPPLIES	Dalwallinu Ablution Block - Cleaning Order - Mar 19, Shire Administration Centre - Cleaning Order - Mar 19, Dalwallinu Discovery Centre - Cleaning Order - Mar 19, Dalwallinu Town Hall - Cleaning Order - Mar 19, Wubin Ablution Block - Cleaning Order - Mar 19, Works Depot - Cleaning Order - Mar 19, Dalwallinu Medical Centre - Cleaning Order - Mar 19, Dalwallinu Aerodrome - Cleaning Order - Mar 19, Pithara Town Hall & Supper Room - Cleaning Order - Mar 19, Buntine Town Hall - Cleaning Order - Mar 19, Kalannie Townhall - Cleaning Order - Mar 19, Kalannie Caravan Park - Cleaning Order - Mar 19, Kalannie Sports Pavillion - Cleaning Order - Mar 19, Dalwallinu Recreation Centre Precinct Ablutions - Cleaning Order - Mar 19, Main Roads WA - Cleaning Order - Mar 19		1,387.72	
EFT9409	10/04/2019	KOMATSU AUSTRALIA PTY LTD	External mirror assembly for grader DL143	1		170.36
INV 0014035203	04/2019	KOMATSU AUSTRALIA PTY LTD	External mirror assembly for grader DL143		170.36	
EFT9410	10/04/2019	Engineering Technology Consultants Pty Ltd	Electrical Consultancy Services Rec Ctr - Construction administration + site visit 21/3/19	1		2,861.10
INV 0002326428	03/2019	Engineering Technology Consultants Pty Ltd	Electrical Consultancy Services Rec Ctr - Construction administration + site visit 21/3/19		2,861.10	
EFT9411	10/04/2019	S M W And C Unit Trust	Mechanical Services consultant fee for Recreation Centre upgrade-Contract administration & site visit	1		8,690.00
INV 9673	22/03/2019	S M W And C Unit Trust	Mechanical Services consultant fee for Recreation Centre upgrade-Contract administration & site visit,		8,690.00	
EFT9412	10/04/2019	Earl Engineering	Engineering Services add. site visit 8 Jan 2019 - Dalwallinu Recreation Centre	1		1,320.00
INV 1160	02/04/2019	Earl Engineering	Engineering Services add. site visit 8 Jan 2019 - Dalwallinu Recreation Centre		1,320.00	
EFT9413	10/04/2019	Dalwallinu Foodworks	Catering supplies Hawaiiin ride for youth bbq - water/burger patties/salads/sausages/bread	1		950.52

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INV MARCH206/04/2019		Dalwallinu Foodworks	Daily papers - admin, Milk - admin & DDC, Council refreshments - biscuits, asstd savouries, Council refreshments - salamis, dips, milk, juice etc, Catering supplies Hawaiiin ride for youth bbq - paper plates/serviettes/foil trays/cooldrink/sauces, Catering supplies Hawaiiin ride for youth bbq - water/burger patties/salads/sausages/bread, Document pocket / log book/note book, Cleaning products & air fresheners - DDC, Dept of health food testing (MRDS) - puffed corn		950.52	
EFT9414	10/04/2019	ILLION AUSTRALIA	Debt Recovery for rates - A70402	1		1,159.95
INV 869170	31/05/2018	ILLION AUSTRALIA	Rates legal recovery fees for A70402, Rates legal recovery fees for A70402-gst free, Rates legal recovery fees for A56301		724.95	
INV 877368	31/08/2018	ILLION AUSTRALIA	Debt Recovery for rates - A70402		435.00	
EFT9415	10/04/2019	Dm Civil	Refund of standpipe swipe card #109152 bond from muni	1		50.00
INV REFUND08/04/2019		Dm Civil	Refund of standpipe swipe card #109152 bond from muni		50.00	
EFT9416	10/04/2019	Impressive Signs And Designs	2 x 'No Smoking and Eating' + 3 x 'Please wipe equipment after use' signs - gym	1		225.00
INV 44	27/03/2019	Impressive Signs And Designs	2 x 'No Smoking and Eating' + 3 x 'Please wipe equipment after use' signs - gym		225.00	
EFT9417	10/04/2019	Tractus Australia	Fit 1 x tianli sand rib (10 ply) tyre for DL 150	1		921.80
INV 1330	19/03/2019	Tractus Australia	Puncture repair on DL 143		108.90	
INV 1311	28/02/2019	Tractus Australia	Repair grader tyre - DL122,, Fit and balance 2 tyres to DL 275,, Fit 1 x tianli sand rib (10 ply) tyre for DL 150		812.90	
EFT9418	10/04/2019	Promotions Only	250 x Green Allure Drink Bottles incl freight & printing	1		1,350.80
INV 1207078214/03/2019		Promotions Only	250 x Green Allure Drink Bottles incl freight & printing		1,350.80	
EFT9419	10/04/2019	GRAHAM HARTLEY SANDERSON	Members attendance q/e 31/3/19	1		920.20
INV 83	05/04/2019	GRAHAM HARTLEY SANDERSON	Members attendance q/e 31/3/19, Members travel q/e 31/3/19		920.20	
EFT9420	10/04/2019	JANINE ANNE HUGGETT	Members attendance q/e 31/3/19	1		720.00
INV 82	05/04/2019	JANINE ANNE HUGGETT	Members attendance q/e 31/3/19		720.00	

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EFT9421	10/04/2019	NOEL WILLIAM MILLS	Members attendance for q/e 31/3/19	1		720.00
INV 80	05/04/2019	NOEL WILLIAM MILLS	Members attendance for q/e 31/3/19		720.00	
EFT9422	10/04/2019	CALTHA PTY LTD	Supply 100.22 tonnes of sand - Kalannie oval	1		661.45
INV 0087	05/04/2019	CALTHA PTY LTD	Supply 100.22 tonnes of sand - Kalannie oval		661.45	
EFT9423	10/04/2019	BOEKEMAN MACHINERY	Car service 30,000km, DL186	1		347.03
INV 259139	21/03/2019	BOEKEMAN MACHINERY	Car service 30,000km, DL186		347.03	
EFT9424	10/04/2019	LANDGATE	Rural UV's chargeable, 19/1/19 to 15/2/19	1		264.24
INV 346749-127/03/2019		LANDGATE	Gross rental valuations chargeable, 09/02/19 to 08/03/19		100.04	
INV 346787-128/03/2019		LANDGATE	Rural UV's chargeable, 19/1/19 to 15/2/19		164.20	
EFT9425	10/04/2019	KALANNIE COMMUNITY RESOURCE CENTRE	Advertising in the Kalannie Kapers 2/4	1		150.00
INV 0000408102/04/2019		KALANNIE COMMUNITY RESOURCE CENTRE	Advertising in the Kalannie Kapers 2/4		150.00	
EFT9426	10/04/2019	Child Support Agency	Payroll deductions	1		609.91
INV DEDUCT05/04/2019		Child Support Agency	Payroll Deduction for 05/04/2019		609.91	
EFT9427	10/04/2019	KAREN JOY CHRISTIAN	Members attendance q/e 31/3/19	1		360.00
INV 79	05/04/2019	KAREN JOY CHRISTIAN	Members attendance q/e 31/3/19		360.00	
EFT9435	12/04/2019	West Coast Media/West Coast On Hold	Monthly messages on hold - Mar 19	1		138.00
INV INV0831 06/03/2019		West Coast Media/West Coast On Hold	Monthly messages on hold - Mar 19		69.00	
INV INV0860 03/04/2019		West Coast Media/West Coast On Hold	Monthly messages on hold - April 19		69.00	
EFT9436	12/04/2019	THE HONDA SHOP	Headcover, gasket & piston ring - sundry plant	1		125.68
INV 177723	13/03/2019	THE HONDA SHOP	Headcover, gasket & piston ring - sundry plant		125.68	
EFT9437	12/04/2019	M & S O'BRIEN	Insurance excess for repairs to DL 492	1		500.00

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INV 12664	29/03/2019	M & S O'BRIEN	Insurance excess for repairs to DL 492		500.00	
EFT9438	12/04/2019	Red Dust Holdings Pty Ltd	WANDRRA Flood recovery works - Mar 19 - Bradford Rd	1		395,710.38
INV 0003019	28/03/2019	Red Dust Holdings Pty Ltd	WANDRRA Flood recovery works - Mar 19 - Petrudor Rd		14,832.40	
INV 0000301928	03/2019	Red Dust Holdings Pty Ltd	WANDRRA Flood recovery works - Mar 19 - Jones Rd		20,217.16	
INV 0000301928	03/2019	Red Dust Holdings Pty Ltd	WANDRRA Flood recovery works - Mar 19 - Johnson Rd		13,654.30	
INV 0000301928	03/2019	Red Dust Holdings Pty Ltd	WANDRRA Flood recovery works - Mar 19 - Johnson Rd		28,470.17	
INV 0000301928	03/2019	Red Dust Holdings Pty Ltd	WANDRRA Flood recovery works - Mar 19 - Bunketch Rd		42,740.67	
INV 0000301928	03/2019	Red Dust Holdings Pty Ltd	WANDRRA Flood recovery works - Mar 19 - Bunketch Rd		27,163.35	
INV 0000301928	03/2019	Red Dust Holdings Pty Ltd	WANDRRA Flood recovery works - Mar 19 - Bunketch East Rd		31,380.45	
INV 0000301928	03/2019	Red Dust Holdings Pty Ltd	WANDRRA Flood recovery works - Mar 19 - Bradford Rd		50,659.14	
INV 0000301928	03/2019	Red Dust Holdings Pty Ltd	WANDRRA Flood recovery works Mar '19 - Petrudor Rd		6,474.60	
INV 0000301928	03/2019	Red Dust Holdings Pty Ltd	WANDRRA Flood recovery works-Mar 19 - Pithara West Rd		20,568.35	
INV 0000301928	03/2019	Red Dust Holdings Pty Ltd	WANDRRA Flood recovery works - Mar 19 - Damboring Rd		17,739.15	
INV 0000301928	03/2019	Red Dust Holdings Pty Ltd	WANDRRA Flood recovery works - Mar 19 - Damboring Rd		9,995.15	
INV 0000301928	03/2019	Red Dust Holdings Pty Ltd	WANDRRA Flood recovery works - Mar 19 - Damboring Rd		26,439.60	
INV 0000301928	03/2019	Red Dust Holdings Pty Ltd	WANDRRA Flood recovery works - Mar 19 - Damboring Rd		18,210.56	
INV 0000301928	03/2019	Red Dust Holdings Pty Ltd	WANDRRA Flood recovery works -Mar 19 - Quain Rd		44,561.14	
INV 0000301928	03/2019	Red Dust Holdings Pty Ltd	WANDRRA Flood recovery works - Mar 19 - Jones Rd		22,604.19	
EFT9439	23/04/2019	Devlyn Construction	RFT2018-04 Dalwallinu Recreation Centre Upgrade- progress claim 10	1		396,116.45
INV 10210	28/03/2019	Devlyn Construction	RFT2018-04 Dalwallinu Recreation Centre Upgrade- progress claim 10		396,116.45	
EFT9440	24/04/2019	Winc Australia Pty Ltd	Main Roads - Cleaning Order - March 19 (1)	1		164.51
INV 9026790408	03/2019	Winc Australia Pty Ltd	Main Roads - Cleaning Order - March 19 (1), Shire Admin - Cleaning Order - March 19 (1)		164.51	

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EFT9441	24/04/2019	JASON SIGNMAKERS	Barrier mesh rolls & star picket caps - verge mulching	1		827.20
INV 195014	18/03/2019	JASON SIGNMAKERS	Sinage for Dalwallinu Refuse Site entrance		319.00	
INV 195839	05/04/2019	JASON SIGNMAKERS	Barrier mesh rolls & star picket caps - verge mulching		508.20	
EFT9442	24/04/2019	COURIER AUSTRALIA	Frt on signs ex Jason Signmakers	1		39.66
INV 0411	05/04/2019	COURIER AUSTRALIA	Frt on signs ex Jason Signmakers, Frt on parts for DL 143 grader ex Komatsu		39.66	
EFT9443	24/04/2019	WALLIS COMPUTER SOLUTIONS	Managed Service Agreement for IT support GOLD for 25 devices @ \$99 per month for 1-30 April 2019	1		5,230.28
INV 17674	15/04/2019	WALLIS COMPUTER SOLUTIONS	IT support Recreation Centre		1,145.10	
INV 17672	15/04/2019	WALLIS COMPUTER SOLUTIONS	Managed Service Agreement for IT support GOLD for 25 devices @ \$99 per month for 1-30 April 2019, BKP DATTO & Platinum managed back up server agreement for 1-30 April 2019, Agreement MSA-MlaaS Sophos Managed infrastructure service - XG125 Sophos Firewall for 1-30 April 2019		4,085.18	
EFT9444	24/04/2019	SYNERGY	Electricity usage Dalwallinu Discovery Centre - 13/3/19 to 10/4/19	1		5,310.60
INV 1073087110/04/2019	10/04/2019	SYNERGY	Electricity usage Dalwallinu Discovery Centre - 13/3/19 to 10/4/19		1,603.90	
INV 9741694018/04/2019	18/04/2019	SYNERGY	Electricity usage Dalwallinu Squash club 05/04/19 - 18/04/19, Electricity usage Dalwallinu Sports club 05/04/19 - 18/04/19, Electricity usage Dalwallinu Sports club residence 05/04/19 - 18/04/19, Electricity usage Dalwallinu golf club 05/04/19 - 18/04/19, Electricity usage Dalwallinu Rec Ctr 05/04/19 - 18/04/19, Electricity usage Dalwallinu Aquatic Ctr 05/04/19 - 18/04/19		2,923.00	
INV 3962659018/04/2019	18/04/2019	SYNERGY	Electricity usage 21/3/19 to 18/4/19 - Shire Admin, Electricity usage 21/3/19 to 18/4/19 - Shire Council chambers		783.70	
EFT9445	24/04/2019	ROWDY'S ELECTRICAL	Test airport lighting system	1		794.75
INV 4665	15/04/2019	ROWDY'S ELECTRICAL	Test airport lighting system		393.25	
INV 4669	15/04/2019	ROWDY'S ELECTRICAL	Straighten south Dalwallinu football oval lighting towers		71.50	
INV 4656	15/04/2019	ROWDY'S ELECTRICAL	Dalwallinu Caravan Park pump station repairs		330.00	

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EFT9446	24/04/2019	Sigma Chemicals	Purchase of CALHYPO40 Dry Chlorine for Dalwallinu Aquatic Centre	1		207.90
INV 127872/027/03/2019		Sigma Chemicals	Purchase of CALHYPO40 Dry Chlorine for Dalwallinu Aquatic Centre		207.90	
EFT9447	24/04/2019	Bitutek Pty Ltd	Refill 6 x 205 litre drums with emulsion	1		1,082.40
INV 0000436111/04/2019		Bitutek Pty Ltd	Refill 6 x 205 litre drums with emulsion		1,082.40	
EFT9448	24/04/2019	Ixom Operations Pty Ltd	Chlorine Cylinder fort sewerage scheme	1		690.76
INV 6096529	05/04/2019	Ixom Operations Pty Ltd	Chlorine Cylinder fort sewerage scheme		480.70	
INV 6094012	31/03/2019	Ixom Operations Pty Ltd	Container service charge 01/03/19 to 31/03/19 - chlorine cylinders pool, Container service charge 01/03/19 to 31/03/19 - chlorine cylinders sewerage scheme		210.06	
EFT9449	24/04/2019	Liberty Plumbing & Gas	Excavate existing water main & install submeter - 13 Rayner St	1		858.00
INV INV-089316/04/2019		Liberty Plumbing & Gas	Excavate existing water main & install submeter - 13 Rayner St		858.00	
EFT9450	24/04/2019	William James Taylor	In lieu of housing allowance as per contract - April 19	1		400.00
INV RENTREI17/04/2019		William James Taylor	In lieu of housing allowance as per contract - April 19		400.00	
EFT9451	24/04/2019	Totally Workwear Joondalup	2x Drill shirts for William Armstrong	1		122.10
INV 7200411409/04/2019		Totally Workwear Joondalup	2x Drill shirts for William Armstrong		122.10	
EFT9452	24/04/2019	W'a Contract Ranger Services Pty Ltd	Contract Ranger services 14/3 & 4/4	1		1,683.00
INV 02005	15/04/2019	W'a Contract Ranger Services Pty Ltd	Contract Ranger services 14/3 & 4/4		1,683.00	
EFT9453	24/04/2019	Construction Hydraulic Design Pty Ltd	Completion of Contract administration -Rec Ctr	1		3,520.00
INV 0002220727/03/2019		Construction Hydraulic Design Pty Ltd	Completion of Contract administration -Rec Ctr		3,520.00	
EFT9454	24/04/2019	Deep Bush Mechanical	Remove and refit turbo and intercooler on DL 999	1		7,398.65
INV 370	29/03/2019	Deep Bush Mechanical	40,000 km service DL515 truck		2,695.45	
INV 347	12/03/2019	Deep Bush Mechanical	Remove and refit turbo and intercooler on DL 999		4,191.00	

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Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
INV 354	19/03/2019	Deep Bush Mechanical	Repair twisted air cond belt DL151 - Dalwallinu fire tender		149.20	
INV 442	23/04/2019	Deep Bush Mechanical	Fix gear lever fault on DL 487 -Sweeper		363.00	
EFT9455	24/04/2019	Devlyn Construction	Upgrade to stormwater works and pump station	1		25,313.20
INV 10209	28/03/2019	Devlyn Construction	Upgrade to stormwater works and pump station		25,313.20	
EFT9456	24/04/2019	Impressive Signs And Designs	Reverse angle parking sign	1		85.00
INV 48	11/04/2019	Impressive Signs And Designs	Reverse angle parking sign		45.00	
INV 45	03/04/2019	Impressive Signs And Designs	Disabled parking bay sign - Rec Ctr		40.00	
EFT9457	24/04/2019	RICOH FINANCE	Upgrade of current admin printers - 8/5/19 to 7/6/19	1		507.09
INV 144660	09/04/2019	RICOH FINANCE	Upgrade of current admin printers - 8/5/19 to 7/6/19		507.09	
EFT9458	24/04/2019	Panaceum Group	Contribution for Dalwallinu Medical Centre - 1/4/19 to 30/6/19	1		55,000.00
INV 0000103201/04/2019		Panaceum Group	Contribution for Dalwallinu Medical Centre - 1/4/19 to 30/6/19		55,000.00	
EFT9459	24/04/2019	Cody Thorne	Remove and install new fencing at Cousins Rd pump station	1		4,290.00
INV 58	09/04/2019	Cody Thorne	2x Disabled ramps for Recreation Centre		440.00	
INV 56	09/04/2019	Cody Thorne	Remove and install new fencing at Cousins Rd pump station		3,850.00	
EFT9460	24/04/2019	Aidan Garnett Visual Artist	Final payment for Skate Park workshop 15-16 April 2019	1		1,820.00
INV 2135	17/04/2019	Aidan Garnett Visual Artist	Final payment for Skate Park workshop 15-16 April 2019 ,		1,820.00	
EFT9461	24/04/2019	LANDGATE	Rural UV general revaluation 2018/19	1		7,483.45
INV 347149-1011/04/2019		LANDGATE	Rural UV general revaluation 2018/19		7,483.45	
EFT9462	24/04/2019	Child Support Agency	Payroll deductions	1		609.91
INV DEDUCT19/04/2019		Child Support Agency	Payroll Deduction for 19/04/2019		609.91	
EFT9463	24/04/2019	DALWALLINU COMMUNITY RESOURCE CENTRE	Ad in the Totally Locally - Dally Planet	1		415.00

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Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
INV 0005404202	02/04/2019	DALWALLINU COMMUNITY RESOURCE CENTRE	TL ad - tender Myers St		25.00	
INV 0005403002	02/04/2019	DALWALLINU COMMUNITY RESOURCE CENTRE	Ad in TL - Community workshop		25.00	
INV 0005404302	02/04/2019	DALWALLINU COMMUNITY RESOURCE CENTRE	Ad in the TL - sale by tender/trucks & trailers		50.00	
INV 0005404402	02/04/2019	DALWALLINU COMMUNITY RESOURCE CENTRE	Ad in the TL - vacancy General hand		25.00	
INV 0005409809	04/2019	DALWALLINU COMMUNITY RESOURCE CENTRE	Ad in the Totally Locally - trucks/trailers tender		50.00	
INV 0005412309	04/2019	DALWALLINU COMMUNITY RESOURCE CENTRE	Hire of screen and projector - community consultation for Shire re-brand		40.00	
INV 0005409909	04/2019	DALWALLINU COMMUNITY RESOURCE CENTRE	Ad in the Totally Locally- general hand		25.00	
INV 0005410009	04/2019	DALWALLINU COMMUNITY RESOURCE CENTRE	Ad in the Totally Locally - Dally Planet		150.00	
INV 0005409609	04/2019	DALWALLINU COMMUNITY RESOURCE CENTRE	Ad in the Totally Locally - bulk rubbish		25.00	

REPORT TOTALS

Bank Code	Bank Name	TOTAL
1	Municipal - 536591-4	1,229,292.93
TOTAL		1,229,292.93

List of Accounts Due & Submitted to Committee - Bankwest Credit Card April 2019

Chq/EFT	Date	Name	Description	Amount	Bank	Type
DD14943.1	18/04/2019	BANKWEST	Bankwest Credit Card Payment April 2019	-5,580.27	1	CSH
249625	07/03/2019	BANKWEST	Fuel - DL2	82.42	1	INV
IN354418	21/03/2019	BANKWEST	Drain cleaning nozzle kit - Depot	979.00	1	INV
120073669	21/03/2019	BANKWEST	Hessian to protect new carpets @ Rec Ctr	336.95	1	INV
IN53352	22/03/2019	BANKWEST	Plastic carpet protection - Rec Ctr	676.50	1	INV
INV-1648442	24/03/2019	BANKWEST	Annual subscription renewal for Survey Monkey - 24/3/19 - 23/3/20, Foreign transaction fee on annual subscription renewal for Survey Monkey - 24/3/19 - 23/3/20	358.27	1	INV
607224	25/03/2019	BANKWEST	Itunes cards for setting up Councillor i-pads	180.00	1	INV
INV00012421	26/03/2019	BANKWEST	PDF Expert subscription for Councillor's ipads, 26/3/19 to 25/4/19, Foreign transaction fee on above	144.82	1	INV
AUBW274547581	26/03/2019	BANKWEST	Local stock purchases for Dalwallinu Public Library	329.90	1	INV
SI150164	29/03/2019	BANKWEST	Sanitary bins for Rec Ctr & cartridges	747.80	1	INV
3146.077.249	26/03/2019	BANKWEST	2 nights accommodation for Hanna Jolly - Financial Management reporting workshop 20-21/5/19	255.00	1	INV
109225337	01/04/2019	BANKWEST	Monthly charge for internet at Shire admin 1/4/19 to 1/5/19	129.95	1	INV
947559	07/03/2019	BANKWEST	Accomm, parking & meal - Joanne Jones- RRR stronger conference	274.93	1	INV
KCXDH40H	04/04/2019	BANKWEST	Farewell gift for Gordon Crnabrja	340.00	1	INV
BCMARGRIVER/2	11/03/2019	BANKWEST	Credit from J Knight for Corporate c/c used in error 9/3	-53.40	1	INV
BCMARGRIVER	09/03/2019	BANKWEST	Corporate c/c used in error - CEO - reimbursed 11/3/19	53.40	1	INV
00205433	09/03/2019	BANKWEST	Fuel - DL2	70.08	1	INV
1099.070.056	12/03/2019	BANKWEST	Accommodation for Joanne Jones - project management course 25-26 March 2019	350.10	1	INV
2180/99800892	13/03/2019	BANKWEST	Gap filler for Kalannie netball court	200.00	1	INV
DALO99707767	18/03/2019	BANKWEST	Plate change for old DL203 (now disposed)	26.85	1	INV
LGPROFESS	19/03/2019	BANKWEST	Registration - CEO J Knight - Peer support program 12/4/19	80.00	1	INV
DALO99780015	20/03/2019	BANKWEST	Plate change for new Cat roller DL203	17.70	1	INV

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Shire of Dalwallinu

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Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
EFT9428	10/04/2019	SHIRE OF DALWALLINU	LOST S/PIPE CARD #103735 - TAKEN BY CARDINAL CONTRACTORS 3/10/14	2		50.00
INV T2000	10/04/2019	SHIRE OF DALWALLINU	Standpipe card bond - Cardinal Contractors	2	50.00	
EFT9429	10/04/2019	Building and Construction Industry Training Board	BCITF LEVY COLLECTED FOR MONTH ENDING 31/3/19	2		101.75
INV T2663	10/04/2019	Building and Construction Industry Training Board	BCITF Levy - Bradley Sprigg - 18 Harris Street Dalwallinu	2	101.75	
EFT9430	10/04/2019	WUBIN PROGRESS ASSOC INC	5 Graves in Dalwallinu book sale May 2017	2		20.00
INV BOOKSA10/04/2019	10/04/2019	WUBIN PROGRESS ASSOC INC	5 Graves in Dalwallinu book sale May 2017		20.00	
EFT9431	10/04/2019	EDWARD HILTON SPRIGG	REFUND OF S/PIPE SWIPE CARD #107509 TAKEN OUT 29/10/17	2		50.00
INV T2009	10/04/2019	EDWARD HILTON SPRIGG	Standpipe swipe card bond E . H Sprigg	2	50.00	
EFT9432	10/04/2019	Deep Bush Mechanical	REFUND S/PIPE SWIPE CARD BOND #109147 RETURNED 3/4/19	2		50.00
INV T2488	10/04/2019	Deep Bush Mechanical	Deep Bush Mechanical - Standpipe Swipe Card Deposit	2	50.00	
EFT9433	10/04/2019	Department Of Mines, Industry Regulations And Safety	BSL LEVY COLLECTED & PERMIT ISSUED FOR MARCH 19	2		610.68
INV T2661	10/04/2019	Department Of Mines, Industry Regulations And Safety	Building Services Levy - 1 Sawyer Avenue Dalwallinu	2	610.68	
EFT9434	10/04/2019	ST JOHN AMBULANCE DALWALLINU	ST JOHN FAMILY M/SHIP- JEANETTE FOOTE-28/3/19	2		201.00
INV T2658	10/04/2019	ST JOHN AMBULANCE DALWALLINU	K M O'Donohue - Single St John Ambulance Cover	2	55.00	
INV T2665	10/04/2019	ST JOHN AMBULANCE DALWALLINU	Chloe Lawton - Single St John Ambulance Cover	2	55.00	
INV T2668	10/04/2019	ST JOHN AMBULANCE DALWALLINU	St John Ambulance Cover - Renewal - Family Cover - Miss Jeanette Foote	2	91.00	
EFT9464	24/04/2019	Wenballa Farms	REFUND OF STANDPIPE CARD #101785 -ISSUED 29/8/14	2		50.00
INV T1985	24/04/2019	Wenballa Farms	Standpipe Swipe Card Bond for Wenballa Farms - Aaron Mills	2	50.00	

Cheque /EFT		Invoice Description		Bank	INV	
No	Date	Name		Code	Amount	Amount
EFT9465	24/04/2019	Turfmaster Unit Trust	REFUND OF STANDPIPE CARD #109135 BOND - ISSUED 22/3/17	2		50.00
INV T2380	24/04/2019	Turfmaster Unit Trust	bond - standpipe turfmaster 0000109135	2	50.00	
EFT9466	24/04/2019	Dentons Australia Limited	FUNDS HELD IN TRUST FOR SALE A376-6 SHANNON ST, DALWALLINU-FWD TO NAB MORTGAGE	2		53,855.37
INV T2619	15/04/2019	Dentons Australia Limited	Deposit for 6 Shannon Street, Dalwallinu	2	1,000.00	
INV T2652	15/04/2019	Dentons Australia Limited	Proceeds of sale - 6 Shannon Street, Dalwallinu	2	52,855.37	

REPORT TOTALS

Bank Code	Bank Name	TOTAL
2	Trust - 536593-0	55,038.80
TOTAL		55,038.80

Municipal Account

Payroll April 2019

		\$
05/04/2019	Payroll fortnight ending 05/04/19	\$ 64,601.00
19/04/2019	Payroll fortnight ending 19/04/19	\$ 62,612.00
	TOTAL	<u>\$ 127,213.00</u>

Bank Fees April 2019

		\$
01/04/2019	OBB Transaction Fee (Muni)	\$ 1.05
01/04/2019	OBB Transaction Fee Ex (Muni)	\$ 12.60
01/04/2019	Bpay Credit Card Merchant Fee (Muni)	\$ 124.38
01/04/2019	Bpay Transaction Fee (Muni)	\$ 80.80
01/04/2019	Paper Transaction Fee (Muni)	\$ 22.80
01/04/2019	OBB Maintenance Fee (Muni)	\$ 5.00
01/04/2019	OBB Payroll Fee (Muni)	\$ 11.10
01/04/2019	FDMSA Admin Fee (Muni)	\$ 177.24
01/04/2019	FDSMA Licencing Fee (Muni)	\$ 470.41
01/04/2019	OBB Record Fee (Muni)	\$ 5.50
	TOTAL	<u>\$ 910.88</u>

Direct Debit Payments April 2019

	Superannuation Payments (Pay endings 5/4/19 & 19/4/19)	\$ 25,955.02
18/04/2019	Credit Card Payments by direct debit	\$ 5,580.27
09/04/2019	Loan 157 - DDC	\$ 42,047.08
	TOTAL	<u>\$ 31,535.29</u>

Trust Account

Trust - Direct Debit Payments April 2019

		\$
	Payment to DPI Licensing	\$106,234.45
		<u>\$ 106,234.45</u>

9.3.2 Monthly Financial Statements for April 2019

Date of Report:	28 May 2019
Applicant:	Shire of Dalwallinu
File No:	FM/6 - Expenditure Reports
Previous Meeting Reference:	Nil
Author:	Mrs Hanna Jolly, Accounting Officer
Senior Officer:	Mr Keith Jones, Deputy Chief Executive Officer
Voting Requirements:	Simple Majority
Disclosure of Interest:	Nil
Attachments:	Monthly Statement of Financial Activity, Variance Reports, Investments Held and Bank Reconciliations

Purpose of Report

To receive the Financial Reports for the month ending 30 April 2019.

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.

Policy Requirements

Nil

Legislative Requirements

Local Government Act 1995 s1.3 (2) (c)

Local Government (Financial Management) Regulations 1996, s34 (1)

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

Local Government (Financial Management) Regulations 1996, s34 (2)

Strategic Implications

Nil

Sustainability Implications

Environment

Nil

Economic

Nil

Social

Nil

Financial Implications

Nil

Comment

Financial Reports as at last day of business of the previous month are appended, for the period ending 30 April 2019.

Attached for Council's consideration are:

- Statement of Financial Activity
- Variance Reports
- Investments Held
- 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/Resolution**MOTION 9358**

Moved Cr NW Mills
Seconded Cr KL Carter

That the Financial Reports as submitted for the month ending 30 April 2019 be accepted.

CARRIED

SHIRE OF DALWALLINU
MONTHLY FINANCIAL REPORT
(Containing the Statement of Financial Activity)
For the Period Ended 30 April 2019

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

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SHIRE OF DALWALLINU
Information Summary
For the Period Ended 30 April 2019

Key Information

Report Purpose

This report is prepared to meet the requirements of *Local Government (Financial Management) Regulations 1996, Regulation 34*.

Overview

Summary reports and graphical progressive graphs are provided on pages 2 - 3.

Statement of Financial Activity by reporting program

Is presented on page 6 and shows a surplus as at 30 April 2019 of \$1,775,921.

Items of Significance

The material variance adopted by the Shire of Dalwallinu for the 2018/19 year is \$10,000. The following selected items have been highlighted due to the amount of the variance to the budget or due to the nature of the revenue/expenditure. A full listing and explanation of all items considered of material variance is disclosed in Note 2.

	% Collected / Completed	Annual Budget	YTD Budget	YTD Actual
Significant Projects				
Grants, Subsidies and Contributions				
Operating Grants, Subsidies and Contributions	70%	\$ 5,895,307	\$ 3,878,043	\$ 4,123,862
Non-operating Grants, Subsidies and Contributions	70%	\$ 760,939	\$ 568,845	\$ 532,341
	70%	\$ 6,656,246	\$ 4,446,888	\$ 4,656,202
Rates Levied	100%	\$ 3,194,420	\$ 3,194,420	\$ 3,204,032

% Compares current ytd actuals to annual budget

		PRIOR YEAR	CURRENT YEAR
Financial Position		30 Apr 2018	30 Apr 2019
Adjusted Net Current Assets	128%	\$ 1,386,824	\$ 1,775,921
Cash and Equivalent - Unrestricted	135%	\$ 1,692,940	\$ 2,279,897
Cash and Equivalent - Restricted	60%	\$ 4,405,021	\$ 2,648,191
Receivables - Rates	38%	\$ 146,339	\$ 55,567
Receivables - Other	82%	\$ 406,730	\$ 333,228
Payables	83%	\$ 752,577	\$ 628,375

% Compares current ytd actuals to prior year actuals at the same time

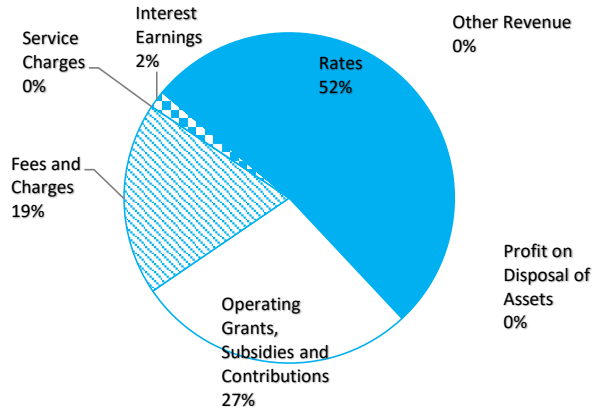
Note: The Statements and accompanying notes are prepared based on all transactions recorded at the time of preparation and may vary due to transactions being processed for the reporting period after the date of preparation.

Preparation

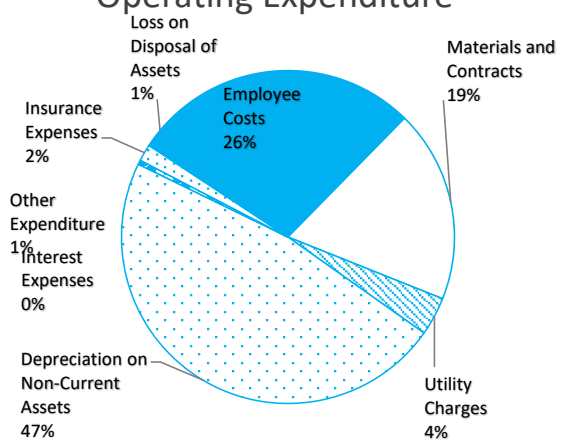
Prepared by: Hanna Jolly
Reviewed by: Keith Jones
Date prepared: 13/05/2019

SHIRE OF DALWALLINU
Information Summary
For the Period Ended 30 April 2019

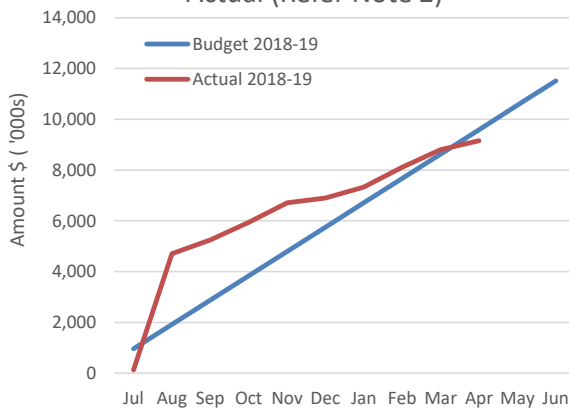
Operating Revenue



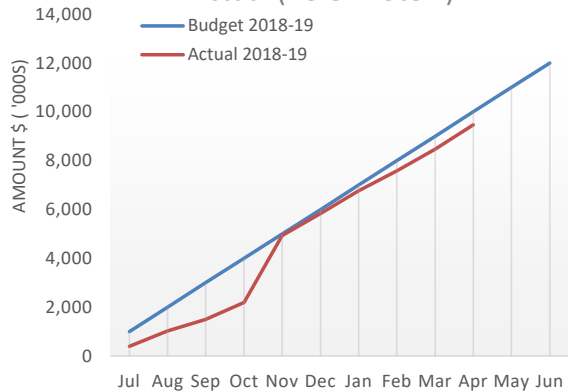
Operating Expenditure



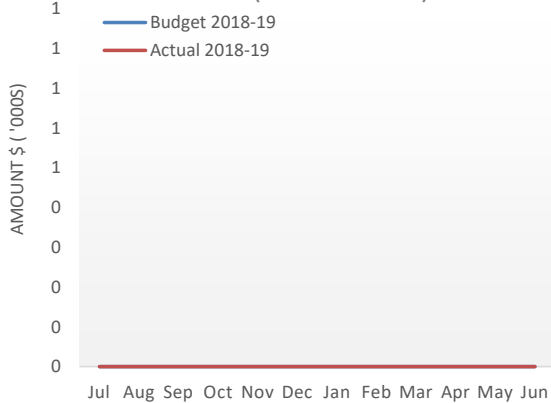
Budget Operating Revenues -v- Actual (Refer Note 2)



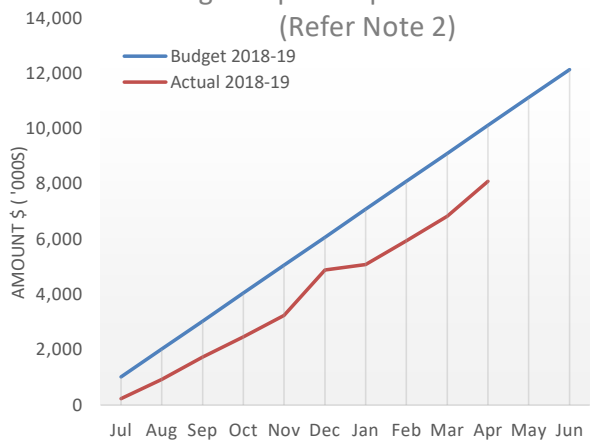
Budget Operating Expenses -v- YTD Actual (Refer Note 2)



Budget Capital Revenue -v- Actual (Refer Note 2)



Budget Capital Expenses -v- Actual (Refer Note 2)



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

SHIRE OF DALWALLINU
STATEMENT OF FINANCIAL ACTIVITY
(Statutory Reporting Program)
For the Period Ended 30 April 2019

	Note	Amended Annual Budget \$	Amended YTD Budget (a) \$	YTD Actual (b) \$	Var. \$ (b)-(a) \$	Var. % (b)- (a)/(a) %	Var.
Opening Funding Surplus(Deficit)	3	2,665,858	2,665,858	2,665,858	0	0%	
adjustments since budget passed							
Revenue from operating activities							
Governance		459	383	220	(163)	(42%)	
General Purpose Funding - Rates	9	3,194,420	3,194,420	3,204,032	9,612	0%	
General Purpose Funding - Other		1,490,928	1,143,045	1,148,309	5,264	0%	
Law, Order and Public Safety		26,676	22,230	25,857	3,627	16%	
Health		115,301	110,497	114,898	4,401	4%	
Education and Welfare		4,664	3,887	3,388	(499)	(13%)	
Housing		312,710	273,621	272,361	(1,260)	(0%)	
Community Amenities		599,033	579,065	586,704	7,638	1%	
Recreation and Culture		384,121	320,101	197,523	(122,578)	(38%)	▼
Transport		4,212,130	2,737,885	288,629	(2,449,255)	(89%)	▼
Economic Services		175,249	146,041	128,707	(17,334)	(12%)	▼
Other Property and Services		229,314	191,095	235,330	44,235	23%	▲
		10,745,005	8,722,268	6,205,958			
Expenditure from operating activities							
Governance		(694,452)	(480,329)	(464,665)	15,664	3%	
General Purpose Funding		(259,068)	(215,890)	(220,944)	(5,054)	(2%)	
Law, Order and Public Safety		(163,691)	(148,686)	(177,234)	(28,548)	(19%)	▲
Health		(613,011)	(577,252)	(594,836)	(17,584)	(3%)	
Education and Welfare		(75,746)	(63,122)	(52,965)	10,157	16%	▼
Housing		(305,880)	(254,900)	(262,679)	(7,779)	(3%)	
Community Amenities		(747,656)	(623,047)	(555,948)	67,099	11%	▼
Recreation and Culture		(1,885,424)	(1,571,187)	(1,517,323)	53,863	3%	
Transport		(6,245,207)	(5,204,339)	(4,910,531)	293,808	6%	▼
Economic Services		(784,532)	(653,777)	(487,197)	166,579	25%	▼
Other Property and Services		(222,323)	(185,269)	(224,736)	(39,467)	(21%)	▲
		(11,996,990)	(9,977,797)	(9,469,059)			
Operating activities excluded from budget							
Add back Depreciation		5,196,639	4,330,533	4,490,828	160,296	4%	
Adjust (Profit)/Loss on Asset Disposal	8	113,906	107,257	43,007	(64,250)	(60%)	▼
Adjust Provisions and Accruals		0	0	0	0		
Amount attributable to operating activities		4,058,560	3,182,260	1,270,734			
Investing Activities							
Non-operating Grants, Subsidies and Contributions	11	764,575	568,845	2,952,426	2,383,581	419%	▲
Proceeds from Disposal of Assets	8	565,654	140,654	159,036	18,382	13%	▲
Land Held for Resale		0	0	0	0		
Land and Buildings	13	(5,590,023)	(4,150,258)	(3,601,264)	548,994	13%	▲
Infrastructure Assets - Roads	13	(4,343,654)	(3,704,752)	(3,479,781)	224,971	6%	▲
Infrastructure Assets - Other	13	(1,262,310)	(661,615)	(665,699)	(4,084)	(1%)	
Plant and Equipment	13	(934,756)	(915,650)	(344,554)	571,096	62%	▲
Furniture and Equipment	13	0	0	0	0		
Amount attributable to investing activities		(10,800,514)	(8,722,776)	(4,979,836)			
Financing Activities							
Proceeds from New Debentures		4,083,058	3,348,857	3,335,797	(13,060)	(0%)	
Self-Supporting Loan Principal		0	0	2,261	2,261		
Transfer from Reserves	7	1,138,306	383,306	383,306	0	0%	
Repayment of Debentures	10	(743,223)	(743,223)	(752,892)	(9,669)	(1%)	
Transfer to Reserves	7	(412,967)	(149,307)	(149,307)	(0)	(0%)	
Amount attributable to financing activities		4,065,174	2,839,633	2,819,165			
Closing Funding Surplus(Deficit)	3	(10,922)	(35,025)	1,775,921			

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

Refer to Note 2 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 ACTIVITY

(By Nature or Type)

For the Period Ended 30 April 2019

	Note	Amended Annual Budget	Amended YTD Budget	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
		\$	\$	\$	\$	%	
Opening Funding Surplus (Deficit)	3	2,665,858	2,665,858	2,665,858	0	0%	
adjustments since budget passed				0			
Revenue from operating activities							
Rates	9	3,194,420	3,194,420	3,204,032	9,612	0%	
Operating Grants, Subsidies and Contributions	11	6,209,070	4,302,607	1,703,776	(2,598,831)	(60%)	▼
Fees and Charges		1,213,156	1,118,276	1,171,560	53,283	5%	
Interest Earnings		126,257	105,214	106,563	1,349	1%	
Other Revenue		2,100	1,750	27	(1,723)	(98%)	
Profit on Disposal of Assets	8	0	0	20,000	20,000		
		10,745,003	8,722,268	6,205,958			
Expenditure from operating activities							
Employee Costs		(3,249,497)	(2,707,914)	(2,457,740)	250,174	9%	▼
Materials and Contracts		(2,548,978)	(2,104,454)	(1,770,746)	333,708	16%	▼
Utility Charges		(452,230)	(376,858)	(353,826)	23,032	6%	▼
Depreciation on Non-Current Assets		(5,196,639)	(4,330,533)	(4,490,828)	(160,296)	(4%)	
Interest Expenses		(53,133)	(44,278)	(40,260)	4,018	9%	▼
Insurance Expenses		(155,482)	(129,568)	(155,982)	(26,414)	(20%)	▲
Other Expenditure		(212,322)	(176,935)	(136,670)	40,265	23%	▼
Loss on Disposal of Assets	8	(128,708)	(107,257)	(63,007)	44,250	41%	
		(11,996,989)	(9,977,797)	(9,469,059)			
Operating activities excluded from budget							
Add back Depreciation		5,196,639	4,330,533	4,490,828	160,296	4%	
Adjust (Profit)/Loss on Asset Disposal	8	113,906	107,257	43,007	(64,250)	(60%)	▼
Adjust Provisions and Accruals			0	0	0		
Amount attributable to operating activities		4,058,559	3,182,260	1,270,734			
Investing activities							
Grants, Subsidies and Contributions	11	764,575	568,845	2,952,426	2,383,581	419%	▲
Proceeds from Disposal of Assets	8	565,654	140,654	159,036	18,382	13%	▲
Land and Buildings	13	(5,590,023)	(4,150,258)	(3,601,264)	548,994	13%	▲
Infrastructure Assets - Roads	13	(4,343,654)	(3,704,752)	(3,479,781)	224,971	6%	▲
Infrastructure Assets - Other	13	(1,262,310)	(661,615)	(665,699)	(4,084)	(1%)	
Plant and Equipment	13	(934,756)	(915,650)	(344,554)	571,096	62%	▲
Furniture and Equipment	13	0	0	0	0		
Amount attributable to investing activities		(10,800,514)	(8,722,776)	(4,979,836)			
Financing Activities							
Proceeds from New Debentures		4,083,058	3,348,857	3,335,797	(13,060)	(0%)	
Self-Supporting Loan Principal		0	0	2,261	2,261		
Transfer from Reserves	7	1,138,306	383,306	383,306	0	0%	
Repayment of Debentures	10	(743,222)	(743,223)	(752,892)	(9,669)	(1%)	
Transfer to Reserves	7	(412,967)	(149,307)	(149,307)	(0)	(0%)	
Amount attributable to financing activities		4,065,175	2,839,633	2,819,165			
Closing Funding Surplus (Deficit)	3	(10,922)	(35,025)	1,775,921	1,810,946	(5170%)	

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

Refer to Note 2 for an explanation of the reasons for the variance.

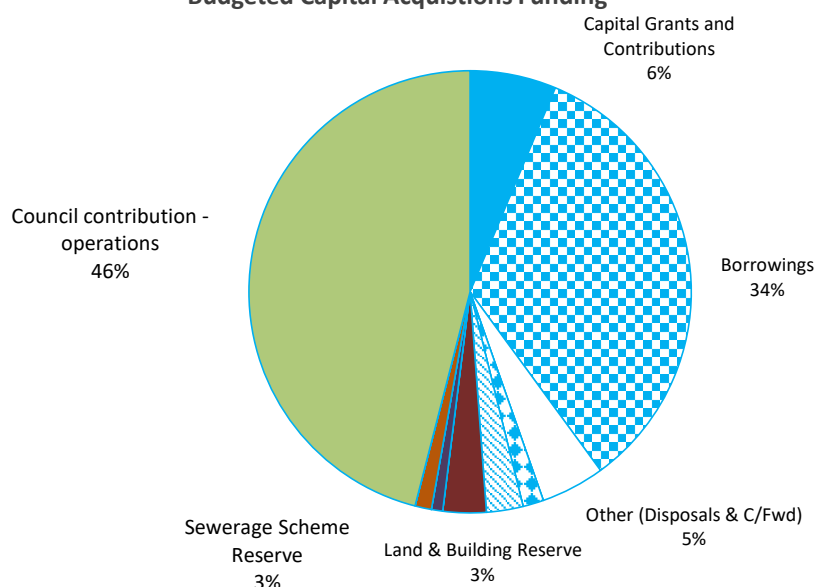
This statement is to be read in conjunction with the accompanying Financial Statements and notes.

STATEMENT OF CAPITAL ACQUISITIONS AND CAPITAL FUNDING
For the Period Ended 30 April 2019

Capital Acquisitions

	Note	YTD Actual New /Upgrade (a)	YTD Actual (Renewal Expenditure) (b)	Amended YTD Budget (d)	Amended Annual Budget	YTD Actual Total (c) = (a)+(b)	Variance (d) - (c)
		\$	\$	\$	\$	\$	\$
Land and Buildings	13	3,484,885	116,379	4,150,258	5,590,023	3,601,264	-548,994
Infrastructure Assets - Roads	13	0	3,479,781	3,704,752	4,343,654	3,479,781	-224,971
Infrastructure Assets - Other	13	636,949	28,750	661,615	1,262,310	665,699	4,084
Infrastructure Assets - Footpaths	13	0	0	0	0	0	0
Infrastructure Assets - Drainage	13	0	0	0	0	0	0
Plant and Equipment	13	344,554	0	915,650	934,756	344,554	-571,096
Furniture and Equipment	13	0	0	0	0	0	0
Capital Expenditure Totals		4,466,388	3,624,909	9,432,275	12,130,743	8,091,298	-1,340,977
Capital acquisitions funded by:							
Capital Grants and Contributions				568,845	764,575	532,341	
Borrowings				3,348,857	4,083,058	3,335,797	
Other (Disposals & C/Fwd)				140,654	565,654	139,036	
Council contribution - Cash Backed Reserves							
Leave Reserve				0	0	0	
Joint Venture Housing Reserve				0	184,000	0	
Plant Reserve				0	0	0	
Land & Building Reserve				0	325,000	0	
Sewerage Scheme Reserve				0	383,306	383,306	
Townscape Reserve				0	0	0	
Telecommunications Reserve				0	100,000	0	
Swimming Pool Reserve				0	0	0	
Recreation Reserve				0	146,000	0	
Insurance Claims Excess Reserve				0	0	0	
Roadworks Construction & Maintenance Reserve				0	0	0	
Council contribution - operations				5,373,919	5,579,150	3,700,819	
Capital Funding Total				9,432,275	12,130,743	8,091,298	

Budgeted Capital Acquisitions Funding



SHIRE OF DALWALLINU
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2019

Note 1: Significant Accounting Policies

(a) Basis of Accounting

This statement comprises a special purpose financial report which has been prepared in accordance with Australian Accounting Standards (as they apply to local governments and not-for-profit entities), Australian Accounting Interpretations, other authoritative pronouncements of the Australian Accounting Standards Board, the Local Government Act 1995 and accompanying regulations. Material accounting policies which have been adopted in the preparation of this statement are presented below and have been consistently applied unless stated otherwise. Except for cash flow and rate setting information, the report has also 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.

Critical Accounting Estimates

The preparation of a financial report in conformity with Australian Accounting Standards requires management to make judgements, estimates and assumptions that effect the application of policies and reported amounts of assets and liabilities, income and expenses. The estimates and associated assumptions are based on historical experience and various other factors that are believed to be reasonable under the circumstances; the results of which form the basis of making the judgements about carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates.

(b) The Local Government Reporting Entity

All Funds through which the Council controls resources to carry on its functions have been included in this statement. In the process of reporting on the local government as a single unit, all transactions and balances between those funds (for example, loans and transfers between Funds) have been eliminated. All monies held in the Trust Fund are excluded from the statement, but a separate statement of those monies appears at Note 12.

(c) Rounding Off Figures

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

(d) Rates, Grants, Donations and Other Contributions

Rates, grants, donations and other contributions are recognised as revenues when the local government obtains control over the assets comprising the contributions. Control over assets acquired from rates is obtained at the commencement of the rating period or, where earlier, upon receipt of the rates.

(e) Goods and Services Tax

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

(f) Cash and Cash Equivalents

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

(g) Trade and Other Receivables

Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business. Receivables expected to be collected within 12 months of the end of the reporting period are classified as current assets. All other receivables are classified as non-current assets. Collectability of trade and other receivables is reviewed on an ongoing basis. Debts that are known to be uncollectible are written off when identified. An allowance for doubtful debts is raised when there is objective evidence that they will not be collectible.

(h) Inventories

General

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.

Land Held for Resale

Land held for development and sale is valued at the lower of cost and net realisable value. Cost includes the cost of acquisition, development, borrowing costs and holding costs until completion of development. Finance costs and holding charges incurred after development is completed are expensed. Gains and losses are recognised in profit or loss at the time of signing an unconditional contract of sale if significant risks and rewards, and effective control over the land, are passed on to the buyer at this point. Land held for sale is classified as current except where it is held as non-current based on Council's intentions to release for sale.

(i) Fixed Assets

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

SHIRE OF DALWALLINU
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2019

Note 1: Significant Accounting Policies

(j) Depreciation of Non-Current Assets

All non-current assets having a limited useful life are systematically depreciated over their useful lives in a manner which reflects the consumption of the future economic benefits embodied in those assets

Depreciation is recognised on a straight-line basis, using rates which are reviewed each reporting period. Major depreciation rates and periods are:

Asset	Years
Buildings	30 to 50 years
Furniture and Equipment	4 to 10 years
Plant and Equipment	5 to 20 years
Sealed roads and streets	
formation	not depreciated
pavement	40 to 50 years
seal	
bituminous seals	15 to 25 years
asphalt surfaces	15 to 25 years
Gravel Roads	
formation	not depreciated
pavement	50 years
gravel sheet	12 years
Formed roads	
formation	not depreciated
pavement	50 years
Footpaths - slab	20 years
Sewerage piping	100 years
Water supply piping & drainage systems	75 years

(k) Trade and Other Payables

Trade and other payables represent liabilities for goods and services provided to the Council prior to the end of the financial year that are unpaid and arise when the Council 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.

(l) Employee Benefits

The provisions for employee benefits relates to amounts expected to be paid for long service leave, annual leave, wages and salaries and are calculated as follows:

(i) Wages, Salaries, Annual Leave and Long Service Leave (Short-term Benefits)

The provision for employees' benefits to wages, salaries, annual leave and long service leave expected to be settled within 12 months represents the amount the Shire has a present obligation to pay resulting from employees services provided to balance date. The provision has been calculated at nominal amounts based on remuneration rates the Shire expects to pay and includes related on-costs.

(ii) Annual Leave and Long Service Leave (Long-term Benefits)

The liability for long service leave is recognised in the provision for employee benefits and measured as the present value of expected future payments to be made in respect of services provided by employees up to the reporting date using the project unit credit method. Consideration is given to expected future wage and salary levels, experience of employee departures and periods of service. Expected future payments are discounted using market yields at the reporting date on national government bonds with terms to maturity and currency that match as closely as possible, the estimated future cash outflows. Where the Shire does not have the unconditional right to defer settlement beyond 12 months, the liability is recognised as a current liability.

(m) Interest-bearing Loans and Borrowings

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

Borrowings are classified as current liabilities unless the Council has an unconditional right to defer settlement of the liability for at least 12 months after the balance sheet date.

Borrowing Costs

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.

(n) Provisions

SHIRE OF DALWALLINU
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2019

Note 1: Significant Accounting Policies

Provisions are recognised when: The council has a present legal or constructive obligation as a result of past events; it is more likely than not that an outflow of resources will be required to settle the obligation; and the amount has been reliably estimated. Provisions are not recognised for future operating losses. Where there are a number of similar obligations, the likelihood that an outflow will be required in settlement is determined by considering the class of obligations as a whole. A provision is recognised even if the likelihood of an outflow with respect to any one of item included in the same class of obligations may be small.

(o) 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. The asset or liability is classified as current if it is expected to be settled within the next 12 months, being the Council's operational cycle. In the case of liabilities where Council does not have the unconditional right to defer settlement beyond 12 months, such as vested long service leave, the liability is classified as current even if not expected to be settled within the next 12 months. Inventories held for trading are classified as current even if not expected to be realised in the next 12 months except for land held for resale where it is held as non current based on Council's intentions to release for sale.

(p) Nature or Type Classifications

Rates

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

Operating Grants, Subsidies and Contributions

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

Non-Operating Grants, Subsidies and Contributions

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

Profit on Asset Disposal

Profit on the disposal of assets including gains on the disposal of long term investments. Losses are disclosed under the expenditure

Fees and Charges

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

Service Charges

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

Interest Earnings

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

Other Revenue / Income

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

Employee Costs

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

Materials and Contracts

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

Utilities (Gas, Electricity, Water, etc.)

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

Insurance

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

Loss on asset disposal

Loss on the disposal of fixed assets.

Depreciation on non-current assets

Depreciation expense raised on all classes of assets.

Interest expenses

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

Other expenditure

Statutory fees, taxes, provision for bad debts, member's fees or State taxes. Donations and subsidies made to community groups.

(r) Program Classifications (Function/Activity)

SHIRE OF DALWALLINU
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2019

Note 1: Significant Accounting Policies

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

GOVERNANCE

Objective:

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

Activities:

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

GENERAL PURPOSE FUNDING

Objective:

To collect revenue to allow for the provision of services.

Activities:

Rates, general purpose government grants and interest revenue.

LAW, ORDER, PUBLIC SAFETY

Objective:

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

Activities:

Supervision and enforcement of various local laws relating to fire prevention, animal control and other aspects of public safety including emergency services.

HEALTH

Objective:

To provide an operational framework for environmental and community health.

Activities:

Inspection of food outlets and their control, provision of meat inspection services, noise control and waste disposal compliance.

EDUCATION AND WELFARE

Objective:

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

Activities:

Maintenance of child minding centre, playgroup centre, senior citizen centre and aged care centre. Provision and maintenance of home and community care programs and youth services.

HOUSING

Objective:

To provide and maintain elderly residents housing.

Activities:

Provision and maintenance of elderly residents housing.

COMMUNITY AMENITIES

Objective:

To provide services required by the community.

Activities:

Rubbish collection services, operation of rubbish disposal sites, litter control, construction and maintenance of urban storm water drains, protection of the environment and administration of town planning schemes, cemetery and public conveniences.

RECREATION AND CULTURE

Objective:

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

Activities:

Maintenance of public halls, civic centres, aquatic centre, beaches, recreation centres and various sporting facilities. Provision and maintenance of parks, gardens and playgrounds. Operation of library, museum and other cultural facilities.

TRANSPORT

Objective:

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

Activities:

Construction and maintenance of roads, streets, footpaths, depots, cycle ways, parking facilities and traffic control. Cleaning of streets and maintenance of street trees, street lighting etc.

ECONOMIC SERVICES

Objective:

To help promote the shire and its economic wellbeing.

Activities:

Tourism and area promotion including the maintenance and operation of a caravan park. Provision of rural services including weed control, vermin control and standpipes. Building Control.

OTHER PROPERTY AND SERVICES

Objective:

To monitor and control City/Town/Shire overheads operating accounts.

Activities:

Private works operation, plant repair and operation costs and engineering operation costs.

SHIRE OF DALWALLINU
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2019

Note 2: 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 budget materially.

The material variance adopted by Council for the 2018/19 year is \$10,000 or 10% whichever is the greater.

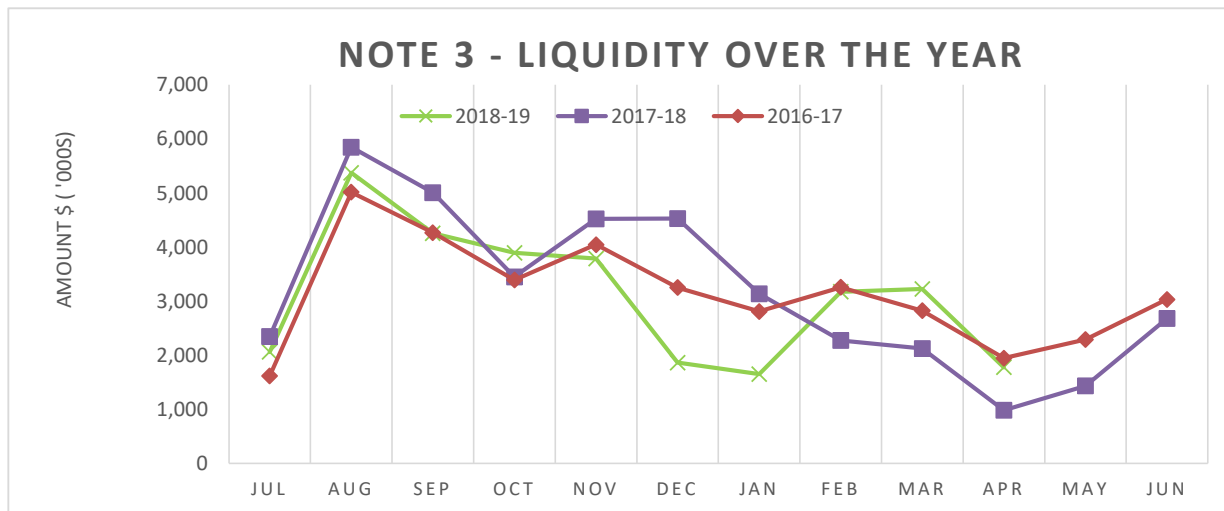
Reporting Program	Var. \$	Var. %	Var.	Timing/ Permanent	Explanation of Variance
Operating Revenues	\$	%			
Governance	(163)	(42%)			
General Purpose Funding Rates	9,612	0%			
General Purpose Funding Other	5,264	0%			
Law, Order and Public Safety	3,627	16%			
Health	4,401	4%			
Education & Welfare	(499)	(13%)			
Housing	(1,260)	(0%)			
Community Amenities	7,638	1%			
Recreation and Culture	(122,578)	(38%)	▼	Timing	Kalannie Country Club insurance not yet claimed fully and Dalwallinu Recreation Centre Precinct grant not claimed fully due to the delay of the project
Transport	(2,449,255)	(89%)	▼	Permanent	WANDRRA Grant budgeted incorrectly as operating - actual grant as non operating.
Economic Services	(17,334)	(12%)	▼	Timing	Contribution from Water Corp for 3 dams not received to date
Other Property and Services	44,235	23%	▲	Permanent	Private works, Workers Compensation and sale of gravel higher than budgeted
Operating Expense					
Governance	15,664	3%			
General Purpose Funding	(5,054)	(2%)			
Law, Order and Public Safety	(28,548)	(19%)	▲	Permanent	Fire Prevention expenses and depreciation for new fire vehicles higher than budgeted
Health	(17,584)	(3%)			
Education & Welfare	10,157	16%	▼	Timing	Admin Allocation percentage correction as part of the budget review
Housing	(7,779)	(3%)			
Community Amenities	67,099	11%	▼	Timing	Refuse Site Management, Sewerage Works and Townscape Projects not completed yet
Recreation and Culture	53,863	3%			
Transport	293,808	6%	▼	Timing	Road Verge Mulching and Road Maintenance less than YTD budget
Economic Services	166,579	25%	▼	Timing	Contribution to Phone tower project and Regional Repopulation Project - no expenditure to date
Other Property and Services	(39,467)	(21%)	▲	Timing	
Capital Revenues					
Grants, Subsidies and Contributions	2,383,581	419%	▲	Permanent	WANDRRA Grant not received for March to April 2019 to date. Budget under operating grants schedule 12 Transport
Proceeds from Disposal of Assets	18,382	13%	▲	Permanent	Refer note 8 - Dalwallinu Fire Truck disposal not budgeted
Capital Expenses					
Land and Buildings	548,994	13%	▲	Timing	Refer note 13
Infrastructure - Roads	224,971	6%	▲	Timing	Refer note 13
Infrastructure - Other	(4,084)	(1%)			
Infrastructure - Footpaths	0				
Infrastructure - Drainage	0				
Plant and Equipment	571,096	62%	▲	Timing	Refer note 13
Furniture and Equipment	0				
Financing					
Loan Principal	(9,669)	(1%)			

SHIRE OF DALWALLINU
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2019

Note 3: Net Current Funding Position

Positive=Surplus (Negative=Deficit)

		Last Years Closing	This Time Last Year	Current
	Note	30 June 2019	30 Apr 2018	30 Apr 2019
		\$	\$	\$
Current Assets				
Cash Unrestricted	4	1,632,357	523,590	2,204,098
Cash Restricted - Conditions over Grants	11	1,501,628	1,169,350	76,000
Cash Restricted	4	2,882,192	4,405,021	2,648,191
Receivables - Rates	6	124,939	146,339	55,567
Receivables - Other	6	540,830	406,730	333,228
Interest / ATO Receivable/Trust		0	33,395	112,586
Inventories		13,889	7,961	18,029
		6,695,835	6,692,386	5,447,698
Less: Current Liabilities				
Payables		(752,577)	(593,661)	(628,375)
Provisions		(604,588)	(516,260)	(604,588)
		(1,357,165)	(1,109,921)	(1,232,963)
Less: Cash Reserves	7	(2,882,192)	(4,405,021)	(2,648,193)
Add: Cash backed leave portion		209,380	209,380	209,380
Net Current Funding Position		2,665,858	1,386,824	1,775,921



Comments - Net Current Funding Position

SHIRE OF DALWALLINU
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2019

Note 4: Cash and Investments

	Unrestricted	Restricted	Trust	Total Amount	Institution	Interest Rate	Maturity Date
	\$	\$	\$	\$			
(a) Cash Deposits							
Telenet Saver	1,347,617			1,347,617	BankWest	1.05%	At Call
(b) Muni Account	21,635			21,635	BankWest		
(c) Medical Centre Account	0			0	BankWest		
(d) Term Deposits							
Gold Term Deposit - Muni Funds	910,645			910,645	BankWest	2.05%	15-May-19
Gold Term Deposit - Reserves		2,648,191		2,648,191	BankWest	2.65%	17-Jun-19
Total	2,279,897	2,648,191	0	4,928,088			

Comments/Notes - Investments

SHIRE OF DALWALLINU
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2019

Note 5: Budget Amendments

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

GL Code	Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
				\$	\$	\$	\$
J142	Dalwallinu Gymnasium	9297	Operating Expenditure	0	0	22,510	22,510
	Transfer from Recreation Reserve	9297	Capital Income		(22,510)		0
K5	Dalwallinu Recreation Centre upgrade	9300	Capital Expenditure			166,477	166,477
J5	Dalwallinu Recreation Centre upgrade fitout	9300	Operating Expenditure		(46,000)	39,982	206,459
	Transfer from Recreation Reserve	9300	Capital Income				160,459
	Budget Review 2018/19	9316	Operating Expenditure			10,923	171,382
Q6	Kalannie Caravan Park Ablution Repairs	9339	Operating Expenditure			7,000	178,382
	Budget Adoption		Opening Surplus				
	Permanent Changes						
	Opening surplus adjustment						
				0	(68,510)	246,892	

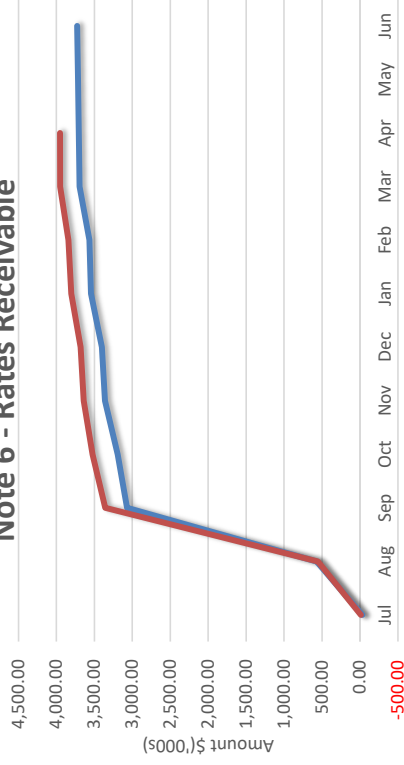
SHIRE OF DALWALLINU
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2019

Note 6: Receivables

Receivables - Rates Receivable	30 Apr 2019	30 June 2017	Receivables - General	Current	30 Days	60 Days	90+ Days	TOTAL
	\$	\$		\$	\$	\$	\$	\$
Opening Arrears Previous Years	122,205	91,235	Receivables - General	304,455	7,755	6,883	13,735	332,827
Levied this year	3,902,016	0						
Less Collections to date	(3,952,094)	30,970	Balance per Trial Balance					
Equals Current Outstanding	72,127	122,205	Sundry Debtors					332,827
			Receivables - Other					400
Net Rates Collectable	72,127	122,205	Total Receivables General Outstanding					333,228
% Collected	98.21%	-33.95%						

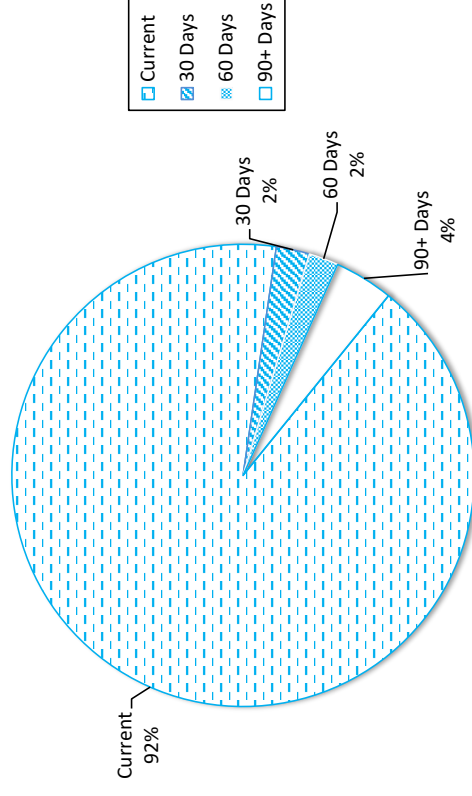
Amounts shown above include GST (where applicable)

Note 6 - Rates Receivable



Comments/Notes - Receivables Rates

Note 6 - Accounts Receivable (non-rates)

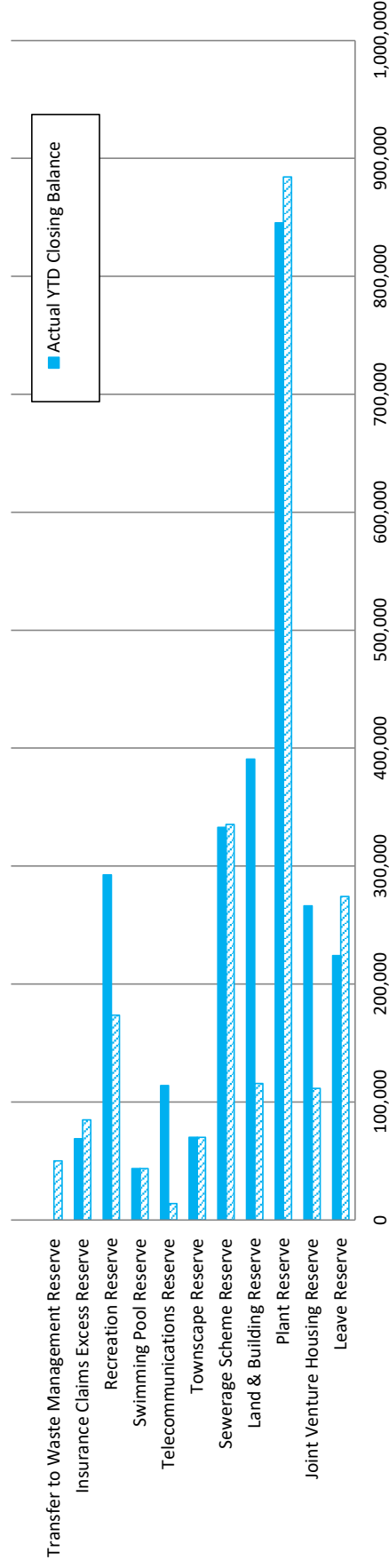


SHIRE OF DALWALLINU
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2019

Note 7: Cash Backed Reserve

Name	Opening Balance	Amended Budget Interest Earned	Actual Interest Earned	Amended Budget Transfers In (+)	Actual Transfers In (+)	Amended Budget Transfers Out (-)	Actual Transfers Out (-)	Amended Budget Closing Balance	Actual YTD Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Leave Reserve	219,787	4,396	4,355	50,000	0	0	0	274,183	224,142
Joint Venture Housing Reserve	261,208	5,224	5,175	29,056	0	(184,000)	0	111,488	266,384
Plant Reserve	829,009	16,580	16,425	38,756	0	0	0	884,345	845,434
Land & Building Reserve	379,455	7,589	7,518	53,636	3,636	(325,000)	0	115,680	390,610
Sewerage Scheme Reserve	615,418	12,308	9,883	90,876	90,876	(383,306)	(383,306)	335,296	332,871
Townscape Reserve	68,594	1,372	1,359	0	0	0	0	69,966	69,953
Telecommunications Reserve	111,675	2,234	2,213	0	0	(100,000)	0	13,909	113,888
Swimming Pool Reserve	42,632	853	845	0	0	0	0	43,485	43,476
Recreation Reserve	286,932	5,739	5,685	27,000	0	(146,000)	0	173,671	292,617
Insurance Claims Excess Reserve	67,482	1,350	1,337	16,000	0	0	0	84,832	68,819
Transfer to Waste Management Reserve	0	0	0	50,000	0	0	0	50,000	0
	2,882,192	57,645	54,795	355,324	94,512	(1,138,306)	(383,306)	2,156,855	2,648,193

Note 7 - Year To Date Reserve Balance to End of Year Estimate



SHIRE OF DALWALLINU
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2019

Note 8: Disposal of Assets

Asset Number	Asset Description	YTD Actual				Amended Budget			
		Net Book Value	Proceeds	Profit	(Loss)	Net Book Value	Proceeds	Profit	(Loss)
		\$	\$	\$	\$	\$	\$	\$	\$
Land and Buildings									
	Sale of staff housing	0	0			182,889	175,000		(7,889)
	Sale of Pithara Bowls Club	44,231	18,500		(25,731)	34,791	18,500		(16,291)
	Sale of 8 Leahy St, Pithara	3,000	1,818		(1,182)	3,000	1,818		(1,182)
	Sale of Lot 10 McConnell St, Pithara	3,000	1,818		(1,182)	0	0		
Plant and Equipment									
	Iveco Powerstar 6300 Prime Mover	0	0			22,034	12,000		(10,034)
	Mack Granite Truck	0	0			102,201	85,000		(17,201)
	Cat Grader	0	0			122,906	100,000		(22,906)
	Bomag Roller	42,418	30,000		(12,418)	49,697	40,000		(9,697)
	Toyota Hilux	36,849	34,091		(2,758)	36,849	31,000		(5,849)
	Holden Colorado	25,206	19,091		(6,115)	25,206	17,336		(7,870)
	Mitsubishi Triton	0	0			15,010	11,000		(4,010)
	Ford Territory (pooled card)	0	0			16,317	0		(16,317)
	Holden Trailblazer	35,619	31,818		(3,800)	35,618	32,000		(3,618)
	Nissan Pathfinder	0	0			31,042	27,000		(4,042)
	PIG Trailer (1TIO127)	0	0			17,000	15,000		(2,000)
	PIG Trailer (1TIO129) (Budget Review for this plant)	0	0			0	0	15,000	
	Roma Deluxe Caravan (Kalannie Caravan Park)	11,720	1,900		(9,820)	0	0		
	Dalwallinu Fire Tender	0	20,000	20,000		0	0	0	0
		0	0			0	0	0	0
		202,043	159,036	20,000	(63,007)	694,560	565,654	15,000	(128,906)

SHIRE OF DALWALLINU
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2019

Note 9: Rating Information		Rate in	Number of Properties	Rateable Value	YTD Actual				Amended Budget			
					Rate	Interim Rates	Back Rates	Total Revenue	Rate Revenue	Interim Rate	Back Rate	Total Revenue
RATE TYPE		\$		\$	\$	\$	\$	\$	\$	\$	\$	\$
Differential General Rate												
GRV	8.8391		247	3,711,475	328,061	14,514	437	343,012	328,061	0	0	328,061
UV	1.9897		373	141,517,500	2,815,774	(2,402)	(357)	2,813,371	2,815,774	8,132	(29)	2,823,877
Sub-Totals			620	145,228,975	3,143,835	12,112	80	3,156,384	3,143,835	8,132	(29)	3,151,938
Minimum Payment		\$										
GRV - Dalwallinu	600.00		135	712,330	81,000	0	0	81,000	81,000	0	0	81,000
GRV - Kalannie	600.00		35	187,671	21,000	600	2,259	23,859	21,000	0	0	21,000
GRV - Other Towns	600.00		78	285,105	46,800	750	2,259	49,809	46,800	0	0	46,800
UV - Rural	700.00		34	568,805	23,800	0	0	23,800	23,800	0	0	23,800
UV - Mining	700.00		25	126,115	17,500	(345)	0	17,155	17,500	0	0	17,500
Sub-Totals			307	1,880,026	190,100	1,004	4,518	195,622	190,100	0	0	190,100
Concession												
Amount from General Rates			927	147,109,001	3,333,935	13,117	4,598	3,352,006	3,333,935	8,132	(29)	3,342,038
Specified Area Rates								(154,002)				(147,618)
Totals								3,198,004				3,194,420
								0				
								3,198,004				3,194,420

Comments - Rating Information

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2019

Note 10: Information on Borrowings

(a) Debenture Repayments

Particulars	01 Jul 2018	New Loans	Principal Repayments		Principal Outstanding		Interest Repayments	
			Actual	Amended Budget	Actual	Amended Budget	Actual	Amended Budget
Community amenities			\$	\$	\$	\$	\$	\$
Loan 64 - Sewerage Scheme	138,290		14,535	14,535	123,755	123,755	7,026	13,272
Recreation and culture								
Loan 157 - Dalwallinu Discovery Centre	672,332		682,001	672,332	0	0	31,713	37,324
Loan 157 - Dalwallinu Discovery Centre Re-Finance		648,857	0	0	635,797	648,857	0	0
Loan 160 - Dalwallinu Recreation Centre Upgrade	0	2,700,000	0	0	2,700,000	2,700,000	0	0
Economic services								
Loan 159 - Bell Street Subdivision	0	734,201	0	0	0	734,201	0	0
Other property and services								
Loan 156 - Staff Housing	56,356		56,356	56,356	0	0	1,521	2,538
	866,978	4,083,058	752,892	743,223	3,459,552	4,206,813	40,260	53,134

All debenture repayments were financed by general purpose revenue.

(b) New Debentures

Loan 159 - New debenture - total \$2.7M for Dalwallinu Recreation Centre was drawn 26/03/2019
Loan 157 - Re-finance of debenture balloon payment - total \$635,797 for Dalwallinu Discovery Centre was re-financed 09/04/2019

SHIRE OF DALWALLINU
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2019

Note 11: Grants and Contributions

	Grant Provider	Type	Opening Balance (a)	Amended Operating	Budget Capital	YTD Budget	Annual Budget (d)	Post Variations (e)	Expected (d)+(e)	YTD Actual		Unspent Grant (a)+(b)+(c)
										Revenue (b)	(c) Expended	
			\$	\$	\$	\$				\$	\$	\$
General Purpose Funding												
Grants Commission - General	WALGGC	Operating	769,352	711,343	0	592,786	711,343		711,343	598,007	(598,007)	0
Grants Commission - Roads	WALGGC	Operating	617,644	576,622	0	432,467	576,622		576,622	393,296	(393,296)	0
Ex-Gratia Rates	CBH	Operating	0	24,038	0	24,038	24,038		24,038	28,472	(28,472)	0
Law, Order and Public Safety												
DFES Grant - Operating Bush Fire Brigade	Dept. of Fire & Emergency Serv.	Operating	7,464	19,676	0	19,676	19,676		19,676	20,355	(20,355)	0
Education & Welfare												
Grant - Youth week	Dept of Communities	Operating	0	0	0	0	0		0	1,000	(1,000)	0
Housing												
Reimbursements - electricity costs	staff	Operating		5,700	0	3,800	5,700		5,700	2,416	(2,416)	0
Reimbursements - electricity costs	Non Employees	Operating		15,000	0	12,500	15,000		15,000	12,942	(12,942)	0
Community Amenities												
Grant - Safer Communities	Australian Government	Non-operating	0	0	10,483	10,483	10,483		10,483	10,483	(10,483)	(0)
Recreation and Culture												
Landscaping for Leahy Street	Landcorp	Non-operating	60,000	0	0	0	0		0	0	0	60,000
Grants - Lotterywest Rec Centre Precinct	LotteryWest	Non-operating	0	0	587,191	391,461	587,191		587,191	354,828	(354,828)	0
Grants - Lotterywest Richardson Park Toilet	LotteryWest	Non-operating	32,168	0	0	0	0		0	0	(32,168)	0
Grant - Bikeweek Programme	Dept. of Transport	Operating	0	0	0	0	0		0	600	(600)	0
Grant - Keep Australia Beautiful	Keep Australia Beautiful	Non-operating	0	0	0	3,636	3,636		3,636	4,545	(3,636)	0
Grant - Recreation Centre fitout (FRRR)	Found. Of Rural & Regional Renwal	Operating	0	5,000	0	5,000	5,000		5,000	5,000	(5,000)	0
Grant - Children's week	Meerlinga Foundation	Operating	0	0	0	0	0		0	1,000	0	1,000
Transport												
Road Preservation Grant	State Initiative	Operating	0	152,975	0	152,975	152,975		152,975	257,426	(257,426)	0
Grant - WANDRRA	Federal Government	Operating	0	3,914,703	0	2,609,802	3,914,703		3,914,703	2,424,631	(2,424,631)	0
RRG Grants - Capital Projects	Regional Road Group	Non-operating	0	0	163,265	163,265	163,265		163,265	162,485	(162,485)	0
Landscaping of Median Strip at Leahy Street	Water Corporation	Operating	15,000	0	0	0	0		0	0	0	15,000
Economic Services												
Contribution for fencing of 3 dams	Water Corporation	Operating	0	25,000	0	25,000	25,000		25,000	0	0	0
TOTALS	Various reimbursements	Operating	1,501,628	5,895,307	760,939	4,780,826	6,659,882	0	6,659,882	4,656,202	(4,661,461)	76,000
SUMMARY												
Operating	Operating Grants, Subsidies and Contributions		1,409,460	5,895,307	0	3,878,043	5,895,307	0	5,895,307	4,123,862	(4,097,861)	16,000
Operating - Tied	Tied - Operating Grants, Subsidies and Contributions		0	0	0	0	0	0	0	0	0	0
Non-operating	Non-operating Grants, Subsidies and Contributions		92,168	0	760,939	568,845	764,575	0	764,575	532,341	(563,600)	60,000
TOTALS			1,501,628	5,895,307	760,939	4,446,888	6,659,882	0	6,659,882	4,656,202	(4,661,461)	76,000

SHIRE OF DALWALLINU
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2019

Note 12: Trust Fund

Funds held at balance date over which the Shire has no control and which are not included in this statement are as follows:

Description	Opening Balance 01 Jul 2018	Amount Received	Amount Paid	Closing Balance 30 Apr 2019
	\$	\$	\$	\$
DPI Licensing Fees	25,444	1,010,391	(1,030,690)	5,144
St John Ambulance Memberships	626	2,294	(2,592)	328
CTF Levy	10,941	10,334	(21,141)	133
Building Services Levy	123	9,136	(9,006)	253
Standpipe Swipe Cards	2,350	550	(850)	2,050
Hall Hire Bonds	624	1,395	(1,569)	450
Key Deposits	1,097	1,009	(1,440)	666
Housing Bonds	0	4,562	(4,152)	410
Pommie Migrant to Pioneer Farmer Book	70	35	(105)	0
5 Graves in Dalwallinu Book	50	110	(160)	0
Pioneer House Donations	10,076	0	0	10,076
Miscellaneous Deposits Held	92,253	76,505	(85,315)	83,443
	143,654	1,116,331	(1,157,031)	102,954

SHIRE OF DALWALLINU
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2019

Note 13: Capital Acquisitions

Assets	Account	YTD Actual			Amended Budget			Strategic Reference / Comment
		New/Upgrade	Renewal	Total YTD	Annual Budget	YTD Budget	YTD Variance	
		\$	\$	\$	\$	\$	\$	
<i>Level of completion indicator, please see table at the end of this note for further detail.</i>								
Land & Buildings								
Housing								
Bell Street Subdivision	E093854	0	0	0	(734,201)	(489,416)	489,416	
Two New Employee Houses	E092041	0	0	0	(500,000)	(333,300)	333,300	
Purchase of Myers Street Land	E093855	0	0	0	(60,000)	(60,000)	60,000	
Construction of two single units - 11 James St	E093856	0	0	0	(250,000)	(166,650)	166,650	
21 Rayner St - Capital Upgrade (3 new split systems)	K96	0	0	0	(5,450)	(5,450)	5,450	
Housing Total		0	0	0	(1,549,651)	(1,054,816)	1,054,816	
Recreation And Culture								
Dalwallinu Recreation Centre Upgrade	K5	(3,438,154)	0	(3,438,154)	(3,674,702)	(3,062,124)	(376,030)	
Composting Toilet at Richardson Park	E113875	(46,731)	0	(46,731)	(50,000)	(33,318)	(13,413)	
Kalannie Sports Club - Capital Expenditure	K68	0	(116,379)	(116,379)	(255,670)	0	(116,379)	
Recreation And Culture Total		(3,484,885)	(116,379)	(3,601,264)	(3,980,372)	(3,095,442)	(505,822)	
Economic Services								
Purchase of lot 572 Sawyers Ave, Dalwallinu	E135876	0	0	0	(60,000)	0	0	
Economic Services Total		0	0	0	(60,000)	0	0	
Land & Buildings Total		(3,484,885)	(116,379)	(3,601,264)	(5,590,023)	(4,150,258)	548,994	

SHIRE OF DALWALLINU
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2019

Note 13: Capital Acquisitions

Assets	Account	YTD Actual			Amended Budget			Strategic Reference / Comment
		New/Upgrade	Renewal	Total YTD	Annual Budget	YTD Budget	YTD Variance	
		\$	\$	\$	\$	\$	\$	
Plant , Equip. & Vehicles								
Recreation And Culture								
	E112844	(14,106)	0	(14,106)	(14,106)	(14,106)	(0)	
	Administration Total	(14,106)	0	(14,106)	(14,106)	(14,106)	(0)	
Administration								
	E145801	(54,041)	0	(54,041)	(54,041)	(54,041)	0	
	E145803	0	0	0	(40,730)	(40,730)	40,730	
	Administration Total	(54,041)	0	(54,041)	(94,771)	(94,771)	40,730	
Transport								
	E123859	(169,800)	0	(169,800)	(170,000)	(170,000)	200	
	E123864	0	0	0	(365,000)	(365,000)	365,000	
	E123867	0	0	0	(25,000)	(25,000)	25,000	
	E123894	0	0	0	(145,000)	(145,000)	145,000	
	E123841	(5,727)	0	(5,727)	(20,000)	(15,000)	9,273	
	E123881	(44,064)	0	(44,064)	(44,064)	(44,064)	(0)	
	E123882	(38,927)	0	(38,927)	(38,927)	(38,927)	(0)	
	E123901	(17,888)	0	(17,888)	(17,888)	(17,888)	0	
	Transport Total	(276,407)	0	(276,407)	(825,879)	(820,879)	544,472	
	Plant , Equip. & Vehicles Total	(344,554)	0	(344,554)	(934,756)	(915,650)	585,202	

SHIRE OF DALWALLINU
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2019

Note 13: Capital Acquisitions

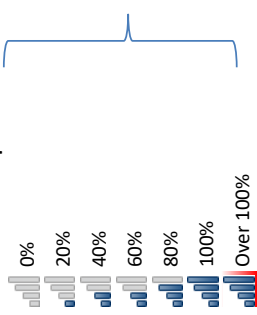
Assets	Account	YTD Actual			Amended		Strategic Reference / Comment	
		New/Upgrade	Renewal	Total YTD	Annual Budget	YTD Budget		YTD Variance
		\$	\$	\$	\$	\$		\$
Infrastructure Other								
Community Amenities								
	E101801	(15,542)	0	(15,542)	(15,000)	(15,000)	(542)	
	E103843	0	0	0	(147,000)	(122,492)	122,492	
	E103844	(280,658)	0	(280,658)	(311,870)	(259,873)	(20,785)	
	E107806	(55,192)	0	(55,192)	(97,823)	(90,318)	35,126	
	Community Amenities Total		(351,392)	0	(351,392)	(571,693)	1,265,965	
Recreation And Culture								
	E113879	0	0	0	(75,000)	(75,000)	75,000	
	E113876	(285,558)	0	(285,558)	(545,208)	(545,206)	259,648	
	E113880	0	0	0	(11,409)	(11,409)	11,409	
	E113881	0	(28,750)	(28,750)	(30,000)	(30,000)	1,250	
	Recreation And Culture Total		(285,558)	(28,750)	(314,308)	(661,617)	347,307	
Economic Services								
	E135874	0	0	0	(4,000)	(3,997)	3,997	
	E135860	0	0	0	(25,000)	0	0	
	Economic Services Total		0	0	0	(29,000)	4,405,468	
	Infrastructure Other Total		(636,949)	(28,750)	(665,699)	(1,262,310)	4,752,775	

SHIRE OF DALWALLINU
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2019

Note 13: Capital Acquisitions

Assets	Account	YTD Actual			Amended Budget			Strategic Reference / Comment
		New/Upgrade	Renewal	Total YTD	Amended Annual Budget	YTD Budget	YTD Variance	
		\$	\$	\$	\$	\$	\$	
Roads (Non Town)								
Transport								
Regional Road Group	E121700	0	(243,727)	(243,727)	(246,100)	(246,085)	2,358	
Road Program (own works)	E121730	0	(199,317)	(199,317)	(265,088)	(265,078)	65,761	
WANDRRA Flood Claim 4 AGRN743	E121794	0	(3,036,737)	(3,036,737)	(3,832,466)	(3,193,589)	156,852	
Transport Total		0	(3,479,781)	(3,479,781)	(4,343,654)	(3,704,752)	224,971	
Roads (Non Town) Total		0	(3,479,781)	(3,479,781)	(4,343,654)	(3,704,752)	224,971	

Capital Expenditure Total
Level of Completion Indicators



Capital Expenditure Total	(4,466,388)	(3,624,910)	(8,091,298)	(12,130,743)	(9,432,275)	6,111,943
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NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
30-April-2019

Note 14: BALANCE SHEET

	Period YTD \$	2017/18 Actual \$
CURRENT ASSETS		
Cash Assets	4,928,288	6,016,177
Receivables	502,697	669,347
Inventories	18,029	13,889
TOTAL CURRENT ASSETS	<u>5,449,014</u>	<u>6,699,413</u>
NON-CURRENT ASSETS		
Receivables	16,560	16,560
Property, Plant and Equipment	33,574,430	30,607,765
Infrastructure	278,046,710	277,614,949
TOTAL NON-CURRENT ASSETS	<u>311,637,700</u>	<u>308,239,274</u>
TOTAL ASSETS	<u>317,086,714</u>	<u>314,938,687</u>
CURRENT LIABILITIES		
Payables	(628,375)	(752,577)
Interest-bearing Liabilities	139	(752,753)
Provisions	(605,888)	(605,888)
TOTAL CURRENT LIABILITIES	<u>(1,234,124)</u>	<u>(2,111,218)</u>
NON-CURRENT LIABILITIES		
Interest-bearing Liabilities	(3,459,552)	(123,754)
Provisions	(53,148)	(53,148)
TOTAL NON-CURRENT LIABILITIES	<u>(3,512,700)</u>	<u>(176,902)</u>
TOTAL LIABILITIES	<u>(4,746,824)</u>	<u>(2,288,120)</u>
NET ASSETS	<u>312,339,891</u>	<u>312,650,566</u>
EQUITY		
Retained Surplus	46,582,860	44,594,578
Net Result	(310,676)	1,754,281
Reserves - Cash Backed	2,648,191	2,882,192
Reserves - Asset Revaluation	263,419,516	263,419,516
TOTAL EQUITY	<u>312,339,891</u>	<u>312,650,567</u>


Shire of Dalwallinu

Bank Reconciliation

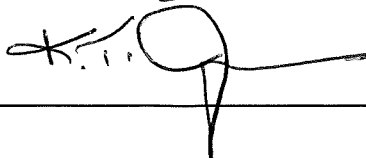
as at 30 April 2019

Balance as per General Ledger as at 1 April 2019				
A910000 - Municipal Fund		12,783.99		
A910001 - Telenet Saver		2,657,731.92	2,670,515.91	2,670,515.91
Add Cash Receipts				
Daily Receipts			116,272.44	
BPAY Receipts			25,269.76	
Interest Received			890.84	
				142,433.04
				2,812,948.95
Less Cash Payments				
Cheques (35196)			12,697.75	
EFT Payments - Payroll			127,213.00	
EFT Payments (EFT9364-EFT9466)			1,229,292.93	
(excluding Trust EFT9428-EFT9434, EFT9464-EFT9466)				
EFT9363)				
Direct Debit - Credit Card Payments			5,580.27	
(DD14943.1)				
Direct Debit (Superannuation Payments)			25,955.02	
Bank Fees			910.88	
Loan Payments Loan 157 - DDC			42,047.08	
				1,443,696.93
Balance as per General Ledger as at 30 April 2019				
A910000 - Municipal Fund		21,635.38		
A910001 - Telenet Saver		1,347,616.64		
			1,369,252.02	0.00
				1,369,252.02
Less				
Admin Eftpos payments 30/04/19 - received 01/05/19				186.50
				1,369,065.52
Balance as per Bank Statements as at 30 April 2019				
Muni Cheque Account - 536591-4			21,448.88	
Business Telenet Saver - 0373562			1,347,616.64	0.00
				1,369,065.52

Prepared by

 2/5/19

Reviewed by

 3/5/19



Bankwest, a division of Commonwealth Bank of Australia
ABN 48 123 123 124 AFSL / Australian credit licence 234945

BUSINESS BONUS STATEMENT

BSB: 306-008
(Bank,State,Branch)
Account Number 536591-4
From 27/04/2019
To 30/04/2019
Statement Number 3928

Account of SHIRE OF DALWALLINU

DATE	PARTICULARS	DEBIT	CREDIT	BALANCE
27/04/2019	OPENING BALANCE			\$18,167.79
29/04/2019	J D Cream 12:17AM 29Apr Di Cream		\$592.00	\$18,759.79
29/04/2019	11A ANDERSON WAY		\$484.00	\$19,243.79
29/04/2019	40 Leahy st JM MORGAN,JARROD KEITH		\$312.00	\$19,555.79
29/04/2019	BILL PAYMENT 1000004535 001 CBA201904270149177024		\$60.00	\$19,615.79
29/04/2019	BILL PAYMENT 2000491349 001 ANZ201904293281750230		\$53.80	\$19,669.59
29/04/2019	BILL PAYMENT 2000496928 001 BBL201904290107618487		\$127.00	\$19,796.59
29/04/2019	MAUREEN ROSE GILL 08:32AM 27Apr Changfitinv 7494 April 2019		\$300.00	\$20,096.59
29/04/2019	BILL PAYMENT 1000325034 001 BWA201904290005849125		\$50.00	\$20,146.59
29/04/2019	BOND T NANNUP 1 WASLEY	\$410.00		\$19,736.59
29/04/2019	TARA COYNE Rent Coyne		\$624.00	\$20,360.59
29/04/2019	FDMSA Payment 42298585164721		\$617.07	\$20,977.66
30/04/2019	CREDIT INTEREST		\$6.12	\$20,983.78
30/04/2019	29/04/2019		\$250.00	\$21,233.78
30/04/2019	BILL PAYMENT 2000497695 001 WBC2019043020257144		\$168.30	\$21,402.08
30/04/2019	FDMSA Payment 42298585164721		\$46.80	\$21,448.88
30/04/2019	CLOSING BALANCE			\$21,448.88

Total Debits: -\$410.00

Total Credits: \$3,691.09

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TRANSACTION SEARCH RESULTS

Account: 302-162 0373562
Account Nickname: BUSINESS TELENET SAVER
Date From 01/04/2019 to 30/04/2019
Transaction Types All Transaction Types
Opening Balance \$2,657,731.92
Closing Balance \$1,347,616.64

BSB NO.	ACCOUNT NO.	TRANSACTION DATE	NARRATION	CHEQUE NO.	DEBIT CREDIT	ACCOUNT BALANCE
302-162	0373562	24/04/2019	FROM T/S TO MUNI		-\$110,000.00	\$1,347,616.64
302-162	0373562	23/04/2019	FROM T/S TO MUNI		-\$390,000.00	\$1,457,616.64
302-162	0373562	18/04/2019	transfer		-\$35,000.00	\$1,847,616.64
302-162	0373562	11/04/2019	telnet to muni a/c		-\$646,000.00	\$1,882,616.64
302-162	0373562	04/04/2019	FROM T/S TO MUNI		-\$120,000.00	\$2,528,616.64
302-162	0373562	02/04/2019	FROM T/S TO MUNI		-\$10,000.00	\$2,648,616.64
302-162	0373562	01/04/2019	CREDIT INTEREST		\$884.72	\$2,658,616.64

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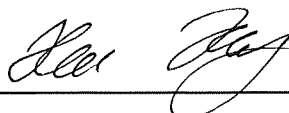
Shire of Dalwallinu

Trust Bank Reconciliation


as at 30 April 2019

Balance as per General Ledger as at 1 April 2019				
2T9900000 - Trust Fund	159,761.49	159,761.49		159,761.49
Add Cash Receipts				
Daily Receipts		104,465.51		104,465.51
				264,227.00
Less Cash Payments				
EFT Payments (EFT9428-EFT9434 & EFT9464-EFT9466	55,038.80			
Direct Debit Payments to DPI	106,234.45			
		161,273.25		161,273.25
Balance as per General Ledger as at 30 April 2019				
2T9900000 - Trust Fund	102,953.75	102,953.75	0.00	102,953.75
Add				
Outstanding Cheques				155.00
Less				
Banking 30/04/2019 Banked on 01/05/2019				177.20
Credit Cards 30/04/2019 Banked on 01/05/2019				4,662.25
Balance as per Bank Statements as at 30 April 2019				98,269.30
2T9900000 - Trust Fund		98,269.30	0.00	98,269.30

Prepared by

 11/5/2019

Reviewed by

 11/5/19



Bankwest, a division of Commonwealth Bank of Australia
ABN 48 123 123 124 AFSL / Australian credit licence 234945

BUSINESS CHEQUE ACCOUNT STATEMENT

Account of SHIRE OF DALWALLINU

BSB: 306-008
(Bank,State,Branch)
Account Number 536593-0
From 27/04/2019
To 30/04/2019
Statement Number 3385

DATE	PARTICULARS	DEBIT	CREDIT	BALANCE
27/04/2019	OPENING BALANCE			\$100,896.50
29/04/2019	26/04/2019		\$44.05	\$100,940.55
29/04/2019	BOND T NANNUP 1 WA		\$410.00	\$101,350.55
29/04/2019	TRANSPORT DALO20190424	\$3,479.35		\$97,871.20
29/04/2019	FDMSA Payment 42298585067585		\$4,699.80	\$102,571.00
30/04/2019	TRANSPORT DALO20190426	\$4,743.85		\$97,827.15
30/04/2019	FDMSA Payment 42298585067585		\$442.15	\$98,269.30
30/04/2019	CLOSING BALANCE			\$98,269.30

Total Debits: -\$8,223.20

Total Credits: \$5,596.00

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9.3.3 Request to reduce fees and charges – Dalwallinu Creative Arts Inc.

Report Date:	28 May 2019
Applicant:	Dalwallinu Creative Arts Inc.
File Ref:	CU/6 – Customer Service - Requests
Previous Meeting Reference:	Nil
Author:	Keith Jones, Deputy Chief Executive Officer
Senior Officer:	Jean Knight, Chief Executive Officer
Voting Requirements:	Absolute Majority
Disclosure of Interest:	Nil
Attachments:	Correspondence from Dalwallinu Creative Arts Inc

Purpose of Report

For Council to consider discounting fees and charges for the 2019 Arts Festival to be held on 13 and 14 September 2019.

This item is brought to Council as Officer's have no authority to waive fees and charges.

Background

At the March 2019 Ordinary Meeting of Council the Shire of Dalwallinu Schedule of Fees and Charges for the 2019-2020 financial year was determined. The reopened Dalwallinu Recreation Centre fees came into effect as at 1 April 2019. The charge for using the full complex is \$750.00 per day. Dalwallinu Creative Arts Inc. require seven (7) days to set up and clear away which would mean a total charge of \$5,250.00.

In 2017, for this period of time, the group were charged a flat fee of \$551.

Policy Requirements

Nil

Legislative Requirements

Local Government Act 1995

Strategic Implications

Nil

Sustainability Implications

Environment

Nil

Economic

Nil

Social

Nil

Financial Implications

Dalwallinu Creative Arts Inc. are offering to pay \$750 for this period so the Recreation Centre income would be impacted by \$4,500.

Comment

The Arts Festival is held in Dalwallinu every two years and attracts many people to the Shire. The difference in hire fees could be seen as a donation to the event from the Shire.

Officer Recommendation/Resolution

MOTION 9359

Moved Cr AR Dickins
Seconded Cr KM McNeill

That Council allow the Dalwallinu Creative Arts Inc. to provide the Arts Festival at the reopened Recreation Centre over the period 9 September to 15 September 2019 for a flat fee of \$750.00.

CARRIED (9/0) BY ABSOLUTE MAJORITY



PO Box 131, Dalwallinu, WA 6609
Email: damarosehay@bigpond.com
Mobile: 0428 240 362

17 April 2019

Councillor Steven Carter
Shire President
Shire of Dalwallinu
PO Box 141
DALWALLINU WA 6609

Dear Steve,

First may I take this opportunity of congratulating Council on the new Recreation Centre. Having had the chance to go through the building, I am amazed at its spaciousness and attention to detail. We did have a discussion with Jo and Emily, who kindly showed us around the building about the cardboard covering suggested for the Basketball court. Its fair to say, it did cause us some concern as the flooring is magnificent, a work of art in itself. But having had time to reflect, perhaps the brilliance of the lines, will be somewhat distracting for our art! The committee have asked me to sight the cardboard and report back to the next meeting in early May, is this possible? I think we all have a vision of McCains Chips stamped everywhere and lots of sticky tape!!

As you are aware, the Arts Festival will be held on 13th and 14th September this year. I have already made a booking for these two days but it has just been brought to my attention that the booking needs to commence on Monday 9th September, as it takes a week to sort, hang and present the artwork. I did write to to the Shire requesting the extension but was informed, that Creative Arts would be charged \$750 per day for this booking. Obviously, as I am sure you can understand, this additional charge is beyond our means. In 2017, for this period of time, we were charged a flat fee of \$551. We would be happy to pay the current charge of \$750.

We do hope that council will be able to look favourably on our request and look forward to hearing from you.

Yours sincerely,

Jane Hyde
Secretary

cc Mrs Jean Knight

9.3.4 Debt Write Off – Pithara Speedway

Date of Report:	28 May 2019
Applicant:	Shire of Dalwallinu
File Reference:	FM/13 Debtors
Previous Meeting Reference:	OCM 24 March 2009 (M6333)
Author:	Christie Andrews, Finance Officer – Rates
Senior Officer:	Jean Knight, Chief Executive Officer
Voting Requirements	Absolute Majority
Disclosure of Interest:	Nil
Attachments:	Nil

Purpose of Report

The purpose of this report is to consider writing off a debt of \$1,000.00 following advice from the debt collection agency.

Background

Debtor 10074 - Tax Invoice #631 was raised on 30 June 2007 for costs incurred towards construction of Pithara Speedways new ablution block. The invoice consisted of the difference between the Community Sporting and Recreation Facilities Fund (CSRFF) grant, a Community Grant, in kind labour and the costs of installation.

Queries to committee member Mr Phil Waters about non-payment of this invoice raised some concerns. Mr Waters claimed that some of the works were completed at the direction of the Chief Executive Officer at the time and not the clubs requirements, therefore believing they should not be paying the difference. At the March 2009 Full Council meeting it was decided to write off \$2,487.37 as per resolution 6333.

Payments totalling \$3,559.50 were received from the period 3 June 2010 to 27 September 2017. No further payments have been received despite requests. As the debtor is a community group the matter has never been sent to a debt collection agency for further recovery action.

Policy Requirements

Nil

Legislative Requirements

Nil

Strategic Implications

Nil

Sustainability Implications

Environment

Nil

Economic

Nil

Social

Nil

Financial Implications

The Shire will be forgoing the amount of \$1,000.00, although any further action may incur legal & collection fees which may not be able to be recouped.

Comment

The debt has been marked as a doubtful debt due to the age and uncertainty of been able to recover it. Any further action may incur legal & collection fees which may not be able to be recovered.

Officer Recommendation/Resolution

MOTION 9360

Moved Cr KM McNeill
Seconded Cr AR Dickins

That Council authorise the Chief Executive Officer to write off the outstanding amount of \$1,000.00 on Invoice #631 in the name of Pithara Speedway Club Inc.

CARRIED (9/0) BY ABSOLUTE MAJORITY

9.3.5 Dalwallinu Sports Club Lease Dalwallinu Recreation Centre

Report Date:	28 May 2019
Applicant:	Shire of Dalwallinu
File No:	CP/6 – Council Properties –Acquisition & Disposal – Leasing
Previous Meeting Reference:	CS&ED Committee meeting – 17 April 2018
Author:	Joanne Jones, Strategic Projects and Marketing Officer
Senior Officer:	Jean Knight, Chief Executive Officer
Voting Requirements:	Simple Majority
Disclosure of Interest:	Nil
Attachments:	Draft: Lease Agreement

Purpose of Report

To consider a request from Dalwallinu Sports Club to renew the lease of the area of the Dalwallinu Sports Club that lapsed on 30 April 2019 for a period of one (1) year.

Background

The previous one (1) year lease with Dalwallinu Sports Club expired on 30 April 2019. Due to the potential need to relocate the existing sewerage lagoon to the Recreation Reserve in order to alleviate the existing problems with leaching of effluent into private land, it is felt that offering a one (1) year lease on the current terms will allow for planning to occur to both correct the issues with the sewerage lagoon in accordance with legislative requirements and minimise the impact on the Sports Club and its members.

Policy Requirements

Nil

Legislative Requirements

Local Government Act 1995 Section 3.58

Strategic Implications

Nil

Sustainability Implications

Environment

Nil

Economic

It is important to ensure the facilities at the Dalwallinu Sports Club are utilised fully to maximise the revenue to be received.

Social

Nil

Financial Implications

Nil

Comment

It is recommended that the request be agreed to on the basis of the conditions of the existing lease.

Officer Recommendation/Resolution**MOTION 9361**

Moved Cr BH Boys
Seconded Cr KM McNeill

That Council:

1. Renew the lease with Dalwallinu Sports Club for a one year term from 1 June 2019 to 31 May 2020 at a rental of \$135 per annum plus GST;
2. Authorise the Chief Executive Officer and Shire President to sign and affix the common seal to the lease document for point 1 above.

CARRIED 9/0

THIS DEED OF LEASE is made the [] day of [] 20[]

BETWEEN

SHIRE OF DALWALLINU of PO Box 141, Dalwallinu, Western Australia (the "**Lessor**")

AND

DALWALLINU SPORTS CLUB of PO Box 100, Dalwallinu, Western Australia (the "**Lessee**")

RECITALS

- A. The Lessor is registered as the proprietor of the Land.
- B. This Lease has been entered into under and in accordance with section 3.58 of the *Local Government Act 1995*.
- C. The Lessor has agreed to lease and the Lessee has to agree to take a lease of the Premises upon the terms and conditions contained in this deed.

THE PARTIES AGREE as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Lease, unless the contrary intention appears, the following expressions shall have the following meanings:

"**Act**" includes all acts and statutes (State or Federal) for the time being enacted and all regulations, schemes, ordinances, local laws, by-laws, requisitions, orders or statutory instruments made under any Act from time to time by any statutory, public or other competent authority including, without limitation, the Lessor;

"**Annexure 1**" means Annexure 1 of this Lease;

"**Annexure 2**" means Annexure 2 of this Lease;

"**Date of Commencement**" means the date mentioned in Schedule 1;

"**Dispute**" means a dispute referred to in clause 6.1;

"**Encumbrances**" means:

- (a) all mortgages, charges, writs, warrants, caveats (and the claims stated in any caveat) and any other right or interest of any third party affecting the Land or any part of the Land;
- (b) all reservations (if any), existing easements and restrictive covenants contained in the Crown Grant of the Land or referred to in or registered as an encumbrance on the Certificate of Title to the Land; and

- (c) all easements, restrictive covenants and encroachments (if any) affecting the Land or any part of the Land whether or not they are noted on the Certificate of Title to the Land,

and includes, without limitation, the encumbrances (if any) described in Schedule 1;

"fixtures and fittings" includes the items mentioned in Schedule 2;

"Land" means the land mentioned in Schedule 1;

"Lessee" means the Lessee and includes, where not repugnant to the context, the employees and agents of the Lessee;

"Lessee's Covenants" means each and every covenant contained or implied in this Lease to be observed or performed by the Lessee;

"Lessor" means the Lessor and includes, where not repugnant to the context, the employees and agents of the Lessor;

"Lessor's Chattels" means the chattels the property of the Lessor held at the Premises as specified in Schedule 3;

"Lessor's Powers" means each and every right, power and remedy exercisable by the Lessor under this Lease;

"Outgoings" means the charges mentioned in clause 3.3;

"Premises" means the premises mentioned in Schedule 1 and includes, where not repugnant to the context, any part of it;

"Rent" means the rent mentioned in Schedule 1 and any agreed variation of the rent determined in accordance with the provisions of this Lease from time to time;

"Schedule 1" means Schedule 1 of this Lease;

"Schedule 2" means Schedule 2 of this Lease;

"Term" means the term of this Lease mentioned in Schedule 1, including any renewal or extension of the term;

"this Lease" means this lease including any schedules and annexures; and

"Tobacco Product" means tobacco, a cigarette or a cigar or any other product the main, or a substantial ingredient of which is tobacco and which is designed for human consumption or use.

1.2 Interpretation

In this Deed:

- (a) headings are for convenience only and do not affect the interpretation or construction of this Lease; and

unless the context indicates the contrary intention:

- (b) every covenant or agreement expressed or implied in this Lease in which more than one person covenants or agrees shall bind each person jointly and severally;
- (c) a reference to any party shall mean and include a reference to that party and the party's successors, personal representatives and transferees and a reference to a corporation or body includes a reference to the corporation or body's successors and assigns;
- (d) words importing the singular include the plural (and vice versa) and words denoting individuals include corporations (and vice versa);
- (e) a reference to a clause, a subclause, a paragraph, a schedule or an annexure is reference to a clause, a subclause, a paragraph, a schedule or an annexure of this Lease;
- (f) a reference to any Act or to any section or provision thereof includes a reference to that Act, section or provision as amended, replaced, varied or substituted from time to time; and
- (g) where any act, matter or thing is to be done under this Lease on a Saturday or Sunday, then that act, matter or thing may be done on the Monday immediately following the relevant Saturday or Sunday or in the event of a public holiday in Western Australia the act, matter or thing may be done on the working weekday immediately following that public holiday.

2. OPERATIVE PART

The Lessor LEASES to the Lessee and the Lessee takes on lease the Premises, subject to the Encumbrances, from the Date of Commencement for the Term at the Rent and subject to and upon the covenants, conditions and stipulations contained in this Lease.

3. LESSEE'S COVENANTS

The Lessee covenants with the Lessor:

3.1 Rent

To pay the Rent (free from all deductions) in the manner and at the times mentioned in Schedule 1 to the Lessor at its address or as the Lessor may in writing from time to time direct.

3.2 Interest on overdue money

Without prejudice to the rights, powers and remedies of the Lessor that are otherwise provided for under this Lease, to pay to the Lessor on demand interest on any money that is due but unpaid for seven (7) days by the Lessee to the Lessor on any account whatsoever under this Lease. Interest shall be calculated from the due date for the payment of the money in respect of which the interest is chargeable until payment of that money in full.

For the purpose of this subclause **"interest"** means 6% per annum calculated daily and capitalised on the last day of each calendar month.

3.3 **Outgoings**

To duly and punctually pay all electricity gas and telephone charges which now or during the Term shall be charged upon or in respect of the Premises or be payable by the owner or occupier in respect of the Premises upon the days or times when they become due and payable.

3.4 **Other liabilities**

To the extent permissible at law, to pay upon demand to the Lessor by way of reimbursement an amount equal to any money paid or outlaid by the Lessor in respect of any liability imposed on the Lessee under this Lease.

3.5 **Cost of Lease**

To pay the Lessor's reasonable and proper costs (including solicitors' costs) and all duties, fees, charges and expenses of and incidental to the instructions for and the preparation and completion of this Lease and all stamp duty payable on this Lease; and the Lessor's reasonable and proper costs (including solicitor's costs) in respect to any renewal of the Term, and any application for the consent of the Lessor and of or incidental to any and every breach or default by the Lessee under this Lease and in or incidental to the exercise or attempted exercise of any right, power, privilege, authority or remedy of the Lessor under or by virtue of this Lease and the reasonable fees of all professional consultants reasonably and properly incurred by the Lessor in consequence of or in connection with any breach or default by the Lessee under this Lease.

3.6 **Maintain and repair Premises**

(a) **Generally**

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

(b) **Fixtures, fittings, plant and equipment**

To repair and make good any damage (regardless of how minor) which may be caused to the Premises at any time by the installation or removal by the Lessee of any fixtures, fittings, plant or equipment supplied and fitted by the Lessee or on behalf of the Lessee. Any areas of the Premises that are affected in any way by the removal or installation of such fixtures, fittings, plant or equipment must be placed in a state of repair and condition as if the installation and the removal of the relevant fixtures, fittings, plant or equipment had never taken place. This obligation shall include, without limitation, an obligation on the Lessee to place all walls, floors, ceilings, carpets, skirting boards, plasterwork, paintwork and wallpaper in a state that is aesthetically consistent with the immediate surrounding areas and the rest of the Premises.

(c) **Paint and decorate**

During the last three (3) months of the Term or upon any sooner determination of this Lease to properly paint and varnish with at least two coats of good quality paint and varnish (in colours approved by the Lessor in writing) those parts of the Premises as are now painted and varnished or are usually painted and varnished and to properly re-decorate in any other fashion (with suitable materials of good quality approved of by the Lessor in writing) all parts of the Premises that have been previously or are usually decorated. The Lessor shall not unreasonably withhold any approval required under this paragraph.

(d) **Carpets**

That any carpet replaced by the Lessee or installed by the Lessee shall immediately become and shall remain the property of the Lessor.

3.7 **Use of Premises**

(a) **Generally**

Not to use or permit the Premises to be used as the residence or sleeping place of any person or for auction sales but to use the Premises only for the purpose mentioned in Schedule 1 and for no other purpose whatsoever.

(b) **Offensive activities**

Not to do, exercise or carry on or allow any person to do, exercise or carry on in the Premises any noxious, noisome or offensive act, trade, business, occupation or calling or any act, matter or thing whatsoever which may cause nuisance, damage or disturbance to the Lessor or occupier of any building in the neighbourhood.

(c) **Birds, animals**

Not to keep any birds or animals in or about the Premises.

(d) **Lavatories etc.**

Not to use or allow to be used the lavatories, toilets, sinks and drainage and other plumbing facilities in the Premises for any purposes other than for which they were constructed or provided.

(e) **Chemicals etc.**

Not to use or allow to be used any chemicals or inflammable gases, fluids or substances on the Premises except where reasonably necessary in the normal course of the use of the Premises for the purpose mentioned in paragraph (a).

(f) **Signs**

Not, without the prior written consent of the Lessor (which consent shall not be unreasonably withheld), to construct, display, affix or exhibit on or to the exterior or interior of the Premises any signs, lights, embellishments, advertisements, names or notices visible from outside the Premises.

(g) **Removal of rubbish**

To keep the Premises free from dirt and rubbish and to store and keep all trade waste, trash and garbage in proper receptacles.

(h) **Floor overloading**

Not to do or allow anything to be done on the Premises which would result in excessive stress, strain or floor loading to any part of the Premises except to those parts of the Premises designated in writing by the Lessor.

(i) **Pest control**

To take all reasonable precautions to keep the Premises free of rodents, vermin, insects, pests, birds and animals.

(j) **Not to pollute**

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

(k) **No smoking**

Not to use or allow the Premises to be used for smoking, holding or otherwise having control over an ignited Tobacco Product.

3.8 **Entry by Lessor and others**

To permit entry to the Premises at all reasonable times upon giving to the Lessee reasonable notice (except in the case of emergency, when notice shall not be required):

(a) **To inspect**

By the Lessor and its agents and employees to view the state of repair for the purposes of ensuring compliance by the Lessee with all or any of the Lessee's Covenants.

(b) **To repair**

By the Lessor and its agents, employees and contractors with workmen and others and all necessary materials and equipment for the purpose of complying with any request, requirement, notification or order of any authority having jurisdiction or authority over or in respect of the Premises for which the Lessee is not liable under this Lease or for the carrying out of repairs, renovations, maintenance, modifications, extensions, alterations or replacements to the Premises and all plant, machinery and other building equipment within the Premises PROVIDED THAT in the exercise of this right the Lessor shall use its best endeavours not to cause any undue inconvenience to the Lessee.

3.9 **Alterations and installations**

(a) **Generally**

Not to make or allow to be made to the Premises any alterations or external projection or any structural alterations or to cut, maim or injure or allow to be cut, maimed or injured any of the principal structure or walls or any part thereof without the prior written consent of the Lessor PROVIDED THAT such consent shall not be withheld in the case of any structural alterations or additions required to be made to the Premises by the Lessor or any other competent statutory authority by reason of the particular use to which the Premises are put by the Lessee. Any such structural alterations or additions shall be effected at the sole cost of the Lessee to a specification approved in writing by the Lessor prior to the commencement of those structural alterations or additions.

(b) **Carried out in workmanlike manner**

That all buildings, erections, improvements and alterations to be constructed and all works carried out or executed on the Premises by the Lessee shall be constructed, carried out or executed by the Lessee in a proper and workmanlike manner and under the supervision and to the reasonable satisfaction of the Lessor's building surveyor (or such other officer of the Lessor as the Lessor may appoint) and in the event of any dispute the certificate of the building surveyor (or such other officer of the Lessor) shall be final and binding upon the parties.

(c) **Plant and equipment**

Not to make any alterations or additions to any plant, equipment, fixtures or fittings forming part of the Premises (including, without limitation, any airconditioning plant, electrical fittings, plumbing and fire warning or prevention systems) ("**Plant and Equipment Alterations**") without the Lessor's prior written consent (which may be withheld in the Lessor's discretion or given on such terms and conditions as the Lessor considers fit). Any application for consent shall be accompanied by detailed plans and specifications and, if approved by the Lessor, any works shall be carried out by the Lessee in a proper and workmanlike manner and under the supervision and to the reasonable satisfaction of such officer of the Lessor as the Lessor may appoint, and in the event of any dispute the certificate of the officer shall be final and binding upon the parties.

If any Plant and Equipment Alterations are made by the Lessee at any time then, on the expiry or sooner determination of the Term, the Lessee shall at the Lessor's request, promptly reinstate and restore the Premises as nearly as possible to its original state and shall repair and make good any damage (regardless of how minor) which may be caused to the Premises as a result of the reinstatement and restoration works. This obligation shall include, without limitation, an obligation on the Lessee to place all walls, floors, ceilings, carpets, skirting boards, plasterwork, paintwork and wallpaper in a state that is aesthetically consistent with the immediate surrounding areas and the rest of the Premises.

(d) **Window treatments**

Not without the prior written consent of the Lessor to install any other form of window treatment to the windows of the Premises either in addition to or in replacement of the existing curtains and blinds unless and until they become worn or be damaged in which case the Lessee shall in the event that such wear or damage is caused by reason of the Lessee's own act or omission replace them with curtains and blinds of similar quality, colour and design (unless otherwise agreed by the parties) to the reasonable satisfaction of the Lessor and all replacements shall immediately become and remain the property of the Lessor.

3.10 **To report certain matters to the Lessor**

(a) **Broken glass and equipment**

To immediately report to the Lessor any breakage of glass including plate glass and exterior windows and all damaged or broken heating, lighting or electrical equipment or plumbing installed upon the Premises.

(b) **Defects**

To give to the Lessor prompt notice in writing of any accident to or defect or want of repair in any services or fixtures, fittings, plant or equipment in the Premises and of any circumstances known to the Lessee that may be or may cause a risk or hazard to the Premises or to any person on the Premises.

(c) **Change in office bearers**

Where the Lessee is an incorporated association, to advise the Licensor of the name, address and phone number of the persons then appointed or elected to the position of President, Secretary and Treasurer (or like positions) within the Lessee, as soon as practicable after:

- (i) the Date of Commencement; and
- (ii) any change in those details.

3.11 **No assignment**

Not to assign, license, mortgage, charge or otherwise part with the possession of the Premises or any part of the Premises or in any way dispose of the benefit of this Lease without the prior written consent of the Lessor PROVIDED THAT:

(a) **Consent not unreasonably withheld to assignment**

If the Lessee wishes to assign the whole of the Premises and the benefit of this Lease the Lessor shall not unreasonably withhold its consent to that assignment if:

- (i) the proposed assignee is a respectable, responsible and solvent person (the onus of proof of which shall be upon the Lessee);
- (ii) the Lessee procures the execution by the proposed assignee of a deed of assignment of this Lease to which the Lessor is a party prepared and completed by the Lessor's solicitors at the reasonable cost of the Lessee in all respects and the covenants and agreements on the part of any assignee shall be deemed to be supplementary to this Lease and shall not in any way relieve the Lessee from its liability under this Lease;
- (iii) all Rent and Outgoings then due or payable shall have been paid and there shall not be any existing unremedied breach of any of the Lessee's Covenants;
- (iv) the assignment contains a covenant by the assignee with the Lessor that the assignee at all times during the continuance of the Term will duly observe and perform all the Lessee's Covenants; and
- (v) the Lessee pays to the Lessor all proper and reasonable costs, charges and expenses incurred by the Lessor of and incidental to any enquiries which may be made by or on behalf of the Lessor as to the respectability, responsibility and solvency of any proposed assignee;

(b) **Corporate assignee**

If the assignee is a company then it shall be a condition of the Lessor's consent to any deed of assignment that the directors or the substantial shareholders of that company guarantee to the Lessor the observance and performance by the assignee of the Lessee's Covenants.

(c) **No release of assignor**

The covenants and agreements of any assignee shall be deemed to be supplementary to the Lessee's Covenants and shall not in any way relieve or be deemed to relieve the Lessee from the Lessee's Covenants;

PROVIDED FURTHER THAT if the Lessee is a corporation any change in the beneficial ownership of a substantial shareholding (within the meaning of Part 6.7 of the *Corporations Law*) in the corporation or any related body corporate within the meaning of section 50 of the *Corporations Law* shall be deemed to be an assignment of the Premises and the benefit of this Lease for the purposes of this subclause;

AND IT IS EXPRESSLY AGREED AND DECLARED that sections 80 and 82 of the *Property Law Act 1969* are hereby excluded; and

The Lessee acknowledges and agrees that the failure by either the Lessee or any other relevant party to comply strictly with each of the conditions, stipulations and requirements contained in paragraphs (a) or (b) will constitute reasonable grounds upon which the Lessor may withhold its consent to any assignment of this Lease proposed by the Lessee.

3.12 **Trust**

Not without the prior written consent of the Lessor:

- (a) hold the Lessee's interest in this Lease on trust for any party other than pursuant to the trust (if any) specifically mentioned in Schedule 1; or
- (b) declare a trust of the Lessee's interest in this Lease; or
- (c) vary, amend, alter or revoke the terms contained in any trust deed or add to or vary the beneficiaries of the trust or distribute or join in the distribution of any or all of the capital of the trust or in any other way vest the trust.

Any holding in trust or declaration of trust, amendment, alteration, revocation or distribution contrary to this subclause shall be deemed to be an assignment of the Lease to which all of the provisions of clauses 3.11(b), (b) and (c) shall apply.

3.13 **Comply with Acts**

(a) **Generally**

Notwithstanding anything to the contrary contained or implied in this Lease, to comply with all Acts relating to the Premises or the use of them **PROVIDED THAT** the Lessee shall not be under any liability in respect of any structural alterations required by any Act other than caused or contributed to by the Lessee's particular use or occupation of the Premises.

(b) **Fire regulations**

In the positioning of partitions or any fixtures or fittings installed by the Lessee on the Premises, to comply with all Acts relating to fire detection and alarm and to pay to the Lessor the reasonable cost of effecting any alterations to the thermal detectors or other fire alarm installations which may be necessary to comply with any Act or any requirements of the Fire & Accident Underwriters' Association, the Insurance Council of Australia and the Fire Brigades Board of Western Australia.

(c) **Use of Premises**

The Lessor gives no warranty as to the use to which the Premises may be or are suitable to be put. The Lessee acknowledges that it has satisfied itself as to the requirements of all Acts in relation to the use of the Premises and enters into this Lease with full knowledge of and subject to any prohibitions under any Act. The Lessee at its cost shall obtain any necessary consent required pursuant to any Act to enable it to occupy the Premises for the purposes of its business.

3.14 **Public risk insurance**

To effect and keep effected in respect of the Premises in the joint names of the Lessor and Lessee adequate public risk insurance (including insurance against the risks referred to in subclause 3.17) for the time being in an amount not less than the amount mentioned in Schedule 1 in respect of any one claim or such higher amount as the Lessor shall from time to time reasonably require with an insurer approved by the Lessor (which approval shall not be unreasonably withheld) and to notify the Lessor of the policy details as soon as practicable after the Date of Commencement and to ensure that the insurance conforms with the reasonable requirements from time to time of the Lessor of which the Lessee is given notice and:

- (a) if required by the Lessor to produce, on demand, a true copy of the policy in respect of public risk insurance to the Lessor and true copies of the receipts for the last premium;
- (b) to deliver to the Lessor on or before the expiration of each year of the Term and at any other time upon the request of the Lessor a true copy of a certificate by the insurer in respect of the public risk insurance and the currency of the policy; and
- (c) not to alter the terms or conditions of the policy without the written approval of the Lessor and to promptly deliver to the Lessor particulars of any change or variation of the terms and conditions or any other matter in respect of any public risk insurance policy effected by the Lessee pursuant to this subclause.

3.15 **Other insurance**

- (a) During the Term to effect and keep effected policies of insurance with an insurer approved by the Lessor (which approval shall not be unreasonably withheld) in the joint names of the Lessor and the Lessee in relation to any risk relating to the Lessor's ownership or interest in the Premises and which shall include (but shall not be limited to) premiums in respect of insurance for fire (including (but not limited to) architects' and other consultants' fees and the cost of demolition and

removal of debris), Lessor's fixtures and fittings and plate glass, public risk or liability to the public, fixed shopfronts installed by the Lessor and plate glass, sprinkler leakage and water damage (including (but not limited to) loss of the other amounts payable under clause 3).

- (b) As soon as practicable after the Date of Commencement, to deliver to the Lessor a true copy of a certificate from the Lessee's insurer certifying that the Lessee is insured in the manner specified in paragraph (a) or evidence, to the satisfaction of the Lessor, of the existence of the policies for the insurance specified in paragraph (a), and true copies of the receipts relating to payment of the premiums in relation to such policies.
- (c) If required by the Lessor to produce, on demand, true copies of the policies for the insurance specified in paragraph (a) and true copies of the receipts for the last premiums.
- (d) To deliver to the Lessor on or before the expiration of each year of the Term and at any other time upon the request of the Lessor a true copy of a certificate from the Lessee's insurer certifying that the Lessee is insured in the manner specified in paragraph (a) and stating the period for which it is so insured.
- (e) Not to alter the terms or conditions of the policies for the insurance specified in paragraph (a) without the written approval of the Lessor and to promptly deliver to the Lessor particulars of any change or variation of the terms and conditions or any other matter in respect of those policies.

Duly and punctually to pay all insurance premiums paid by the Lessor on behalf of itself or the Lessee or on behalf of both of them in relation to any risk relating to the Lessor's ownership or interest in the Premises and which shall include (but shall not be limited to) premiums in respect of insurance for fire (including (but not limited to) architects' and other consultants' fees and the cost of demolition and removal of debris), Lessor's fixtures and fittings and plate glass, public risk or liability to the public, fixed shopfronts installed by the Lessor and plate glass, sprinkler leakage and water damage (including (but not limited to) loss of the other amounts payable under clause 3).

Payment shall be made on or before the respective days or times upon which each amount becomes due or payable PROVIDED THAT the Lessee's liability for these payments shall commence on the Date of Commencement subject to any proportionate payment from the Date of Commencement or to the expiration of the Term.

The Lessor will meet costs of insurance of buildings under this lease as a contribution towards the operation of that building and where a claim has been met by the Lessors insurers the Lessor will cover any excesses applicable on claims for building repairs.

3.16 Not to invalidate insurance

Not to do or allow any act, matter or thing upon the Premises or bring or keep anything on the Premises whereby any insurance relating to the Premises may be rendered void or voidable or whereby the rate of premium on such insurance shall be or be liable to be increased and the Lessee shall pay all additional premiums of insurance on the Premises (if any) required on account of the additional or increased risk.

3.17 Indemnities

(a) **Generally**

To take and be subject to the same responsibilities in regard to persons and property to which the Lessee would be subject if during the Term the Lessee were the owner of the freehold of the Premises.

(b) **Indemnity**

To indemnify and keep indemnified the Lessor from and against all claims, demands, writs, summonses, actions, suits, proceedings, judgments, orders, decrees, damages, costs, losses and expenses of any nature whatsoever which the Lessor may suffer or incur in connection with the loss of life, personal injury, illness and or damage to property arising from or out of any occurrence in or upon or at the Premises or the use of the Premises by the Lessee or any part thereof or to any person or the property of any person using or entering on or near the Premises howsoever occasioned or occurring (loss, injury, illness, damage or destruction caused or occasioned by any negligent act, default or omission of the Lessor or its servants, agents or contractors excepted).

(c) **Abuse of installations**

To indemnify and keep indemnified the Lessor from and against any and all loss or damage whatsoever occasioned by the neglect, use, mis-use or abuse of:

- (i) water, electricity or gas supplied to the Premises; or
- (ii) installations, fixtures or fittings for water, gas or electricity,

by the Lessee or by any servant, agent, contractor or invitee of the Lessee, and that the Lessee will pay for all damage or injury to the Premises or to the Lessor or to any other person in consequence of any breach or non-observance of the provisions of this paragraph.

(d) **Insurance moneys**

Without prejudice to the generality of paragraph (a) (to the extent that the terms and conditions of any insurances effected by the Lessee or any moneys paid to the Lessor out of insurances effected by the Lessee do not fully indemnify the Lessor from and against all actions, claims, demands, notices, losses, damages, costs and expenses to which the Lessor shall or may be or become liable in respect of all or any of the matters referred to in subparagraphs (i), (ii) and (iii) of this paragraph) to indemnify the Lessor and keep the Lessor indemnified from and against all actions, claims, demands, notices, losses, damages, costs and expenses to which the Lessor shall or may be or become liable in respect of all or any loss or damage to property or death or injury to any person of any nature or kind and however or wherever sustained that:

- (i) is caused or contributed to by the use or occupation of the Premises except to the extent caused or contributed to by the negligence or act, default or omission of the Lessor;

- (ii) results from any act, default or omission by the Lessee under this Lease;
or
- (iii) results from any notice, claim or demand to pay, do or perform any act, matter or thing to be paid, done or performed by the Lessee under this Lease.

3.18 **Yielding up**

(a) **Peaceably yield up**

Upon the expiration or sooner determination of the Term, to peaceably surrender and yield up to the Lessor the Premises clean and free of rubbish and in a state of repair and condition that is entirely consistent with all of the Lessee's Covenants having been fully complied with.

(b) **Removal of Lessee's fixtures**

At or prior to the determination or termination of the Term to take, remove and carry away from the Premises all signs, fixtures, fittings, plant, equipment and other articles upon the Premises in the nature of trade or tenant's fixtures brought upon the Premises by the Lessee (other than airconditioning plant and fire equipment, security alarms and security systems and other fixtures and fittings which in the opinion of the Lessor form an integral part of the Premises) and the Lessee shall on such removal forthwith make good to the satisfaction of the Lessor any damage which may be occasioned by such removal.

(c) **Liquidated damages for failure to remove fixtures, etc.**

Without limiting the Lessee's obligations under paragraphs (a) and (b) in any way, if, after receiving a notice from the Lessor given on or at any time after the determination or termination of the Term demanding that the Lessee remove any sign, fixture, plant, equipment or other article not removed in accordance with paragraph (b) ("**Removal Notice**") the Lessee fails to comply with all of its obligations under paragraph (b) within five (5) days of the date of receipt of the Removal Notice then the Lessee shall pay to the Lessor on the demand an amount equal to the costs which may be properly charged by the Lessor for the bailment of goods from time to time.

(d) **Abandonment of fixtures**

Further or in the alternative to the Lessor's rights and powers under paragraph (c), the Lessor, at any time after the expiration or sooner determination of the Term, may give the Lessee a notice ("**Abandonment Notice**") requiring the Lessee to remove all fixtures, fittings, plant, equipment or other articles not previously removed by the Lessee in accordance with paragraph (b) ("**Remaining Items**"). On the Lessee's receipt of an Abandonment Notice, the Lessee shall have two (2) days within which to remove all Remaining Items and failing removal within that two day period, all Remaining Items still on the Premises or in the Lessor's custody shall be deemed absolutely abandoned by the Lessee and shall automatically become the absolute property of the Lessor and may be sold by the

Lessor at any time and without further notice or obligation to the Lessee. The Lessor shall be entitled to keep the proceeds of any sales and those proceeds shall not be taken into account to reduce any arrears, damages or other moneys for which the Lessee may be liable. All reasonable costs incurred by the Lessor in respect of any sale shall be paid by the Lessee on demand.

Nothing shall preclude the Lessor from giving a Removal Notice and recovering the Removal Rent in accordance with paragraph (c) and later giving the Lessee an Abandonment Notice at any time pursuant to this paragraph. The Lessee's obligation to pay the Removal Rent shall cease immediately upon the Lessee's receipt of an Abandonment Notice. Nothing however, shall release the Lessee from liability to pay any Removal Rent that is in arrears on the date that the Lessee receives an Abandonment Notice.

3.19 Not to lodge caveat or other interest against Title to Land

(a) Interpretation

In this clause, a reference to a Certificate of Title to the Land includes a reference to a Certificate of Crown Land Title if the Land is Crown land.

(b) No absolute or subject to claim caveat

Not to lodge an absolute caveat or a subject to claim caveat over the Land or any part of the Land or against the Certificate of Title to the Land to protect the interest of the Lessee and the Lessee IRREVOCABLY APPOINTS the Lessor and every officer and employee of the Lessor for the time being authorised in that behalf by the Lessor jointly and severally, to be the true and lawful attorney for the Lessee in its name and on its behalf to execute and to lodge at the Department of Land Administration a withdrawal of any absolute caveat or subject to claim caveat AND the Lessee RATIFIES AND CONFIRMS and AGREES TO RATIFY AND CONFIRM all that the attorney shall do or cause to be done under or by virtue of this subclause and shall indemnify the Lessor in respect of any loss arising from any act done under or by virtue of this subclause and the Lessee will pay the Lessor's reasonable costs (including solicitors' costs) and expenses of and incidental to the withdrawing of any caveat lodged by or on behalf of the Lessee affecting the Land or the Certificate of Title to the Land as provided by this subclause.

(c) Not to register dealings

Not to lodge or cause to be lodged any lease, sublease, mortgage, charge or other dealing against the Certificate of Title to the Land without the prior written consent of the Lessor.

3.20 Alcohol

(a) Consumption of alcohol

Not to use or allow the Premises to be used for the consumption or sale of alcohol without first obtaining the written consent of the Lessor and the Lessor shall

determine any application for its consent in accordance with any alcohol policy of the Lessor from time to time.

(b) **Liquor licence**

That in relation to an application for a licence or permit under the *Liquor Licensing Act 1988* for the Premises it shall:

- (i) not make such an application without first obtaining the written consent of the Lessor and the Lessor shall determine any application for its consent in accordance with its alcohol policy, if any;
- (ii) if a licence or permit is granted to it, comply with any requirements attaching to the licence or permit at its cost and where any alteration is required to the Premises clause 3.9 shall apply;
- (iii) if the licence or permit is granted to it, provide a copy of the licence or permit (as well as a copy of any document referred to in the licence or permit) to the Lessor as soon as practicable after the date of grant; and
- (iv) if the licence or permit is granted to it, indemnify and keep indemnified the Lessor from and against any breach of the *Liquor Licensing Act 1988*, the licence or permit for which it may be liable as the owner of the Premises.

3.21 **Incorporated association**

Where the Lessee is an incorporated association, to maintain its incorporation under the *Associations Incorporation Act 2015*.

3.22 **Lessor's Chattels**

To ensure that the Lessor's Chattels are maintained on the Premises, used only in accordance with the purpose for which they have been installed or placed in the Premises by the Lessor and to account to the Lessor for the replacement cost of any item of the Lessor's Chattels missing or damaged at the expiration or earlier determination of this Lease.

4. LESSOR'S COVENANTS

The Lessor covenants with the Lessee, subject to the Lessee observing and performing the Lessee's Covenants:

4.1 **Quiet enjoyment**

That the Lessee shall and may, except as provided in this Lease, peaceably possess and enjoy the Premises during the Term without any interruption or disturbance from the Lessor or any other person lawfully claiming by, from or under the Lessor.

4.2 **Rates and taxes**

To pay any local government rates, water and sewerage rates or service charges, land taxes or other taxes or charges payable in respect of the Premises.

4.3 **Improvements to the Premises**

To pay to the Lessee an amount equal to the value of any improvements made to the Premises during the Term by the Lessee provided that:-

- (a) such improvements shall not include any maintenance or repair effected under clause 3.6 or 3.8(b) of this Lease;
- (b) such improvements satisfy the terms of clause 3.9 of this Lease;
- (c) shall be valued by a licensed valuer appointed by agreement of the parties or in default of agreement within twenty-one (21) days of the date of expiration or earlier determination of the Term appointed at the request of either party by the President for the time being of the Australian Institute of Land Valuers and Economists (Inc.) who shall be deemed to be acting as an expert and not as an arbitrator and who shall determine the value of the improvements made to the Premises for the purposes of this clause which determination shall be binding upon the parties and shall be paid by the Lessor to the Lessee within twenty-eight (28) days of the date of receipt of the valuation.

5. **MUTUAL AGREEMENTS**

The parties agree as follows:

5.1 **Default by Lessee**

If:

- (a) the Lessee shall breach any of the Lessee's Covenants and the breach shall continue for FOURTEEN (14) DAYS after notice has been served on the Lessee by the Lessor; or
- (b) the Lessee being a company shall enter into liquidation whether compulsory or voluntary (except for the purpose of amalgamation or reconstruction) or a receiver or manager or administrator (voluntary or otherwise) is appointed; or
- (c) the Lessee being an incorporated association shall have its incorporation cancelled, be wound up or cease to be an association eligible to be incorporated under the *Associations Incorporation Act 2015*; or
- (d) the Lessee ceases or threatens to cease carrying on business; or
- (e) the Lessee being a natural person shall commit an act of bankruptcy,

then and in any of these cases the Lessor may at any time thereafter and without any notice or demand enter and repossess the Premises and the Term and the estate and interest of the

Lessee in the Premises shall immediately determine but without prejudice to any rights of the Lessor under this Lease and at law and without releasing the Lessee from liability in respect of any of the Lessee's Covenants.

Upon re-entry by the Lessor, the Lessor shall, after the Lessee has failed to comply with a written notice to remove its property within three (3) days, have the absolute right to remove any property left in or about the Premises and the Lessee shall indemnify the Lessor from and against all damage to that property and any reasonable costs that may be incurred by the Lessor as a consequence including but not limited to the costs of removal and storage.

5.2 Damages for breach of essential term

The Lessor and the Lessee agree that the covenants by the Lessee contained or implied in:

- (a) subclauses 3.1 and 3.3 to pay the Outgoings at the times and in the manner provided;
- (b) subclause 3.7(a) to use the Premises only for the purpose described in that subclause; and
- (c) subclause 3.11 not to assign, sub-let, license, mortgage, charge or otherwise part with possession of the Premises or any part of the Premises or in any way dispose of the benefit of this Lease except as provided for,

are (subject to the following proviso) essential terms of this Lease and the breach, non-observance or non-performance of any one of those covenants, terms or conditions shall be deemed to be a fundamental breach of the provisions of this Lease on the part of the Lessee PROVIDED THAT the presence of this subclause in this Lease shall not mean or be construed as to meaning that there are no other essential terms in this Lease. Should the Lessor terminate the Term following any such fundamental breach pursuant to subclause 5.1 without prejudice to any other right or remedy of the Lessor contained or implied in this Lease the Lessee covenants with the Lessor (and agrees with the Lessor that this covenant will survive the determination of the Term) that the Lessor shall be entitled to recover from the Lessee as and by way of liquidated damages for the breach the difference between:

- (i) the aggregate of the Outgoings which would have become payable by the Lessee to the Lessor if this Lease had expired by effluxion of time calculated at the rate payable at the date of determination (less a rebate in respect of instalments of Outgoings (calculated as aforesaid) not then accrued or due to be ascertained by applying a rate of 10% per annum to each instalment over the period by which the date for payment is brought forward by this subclause) together with any costs and expenses incurred by the Lessor or which the Lessor reasonably estimates are likely to be incurred by the Lessor as a result of such breach including the cost to the Lessor of re-letting or attempting to re-let the Premises; and
- (ii) the aggregate of the Outgoings which the Lessor by taking proper steps to re-let the Premises shall obtain or could reasonably be expected to obtain by re-letting the Premises after such determination to the date this Lease would have expired by effluxion of time PROVIDED THAT in so doing the Lessor shall not be required or obliged to offer or accept in respect of

such re-letting terms, covenants, conditions or stipulations which are the same or similar to the terms, covenants, conditions or stipulations contained or implied in this Lease.

5.3 Destruction of Premises

If the Premises shall during the Term be destroyed or substantially damaged so as to require rebuilding or reconstruction of the Premises either party may by notice in writing to the other terminate this Lease as from the date of the giving of such notice without prejudice to the Lessor's rights in respect of any antecedent breach of the Lessee's Covenants by the Lessee.

5.4 Lessor may remedy Lessee's default

If the Lessee omits or neglects to pay any money or to do or effect anything which the Lessee has agreed to pay, do or effect, then on each and every occasion the Lessor shall be entitled without prejudice to any rights or powers the Lessor may have, to pay the money or to do or effect the thing by itself as if it were the Lessee and for that purpose the Lessor may enter upon and remain on the Premises for the purpose of doing or effecting any such thing and any moneys expended by the Lessor shall be repayable by the Lessee to the Lessor upon demand.

5.5 Lessor not liable to third parties

The Lessor shall not be responsible for any loss, damage or injury to any person or property of the Lessee or any other person in or about the Premises unless the same shall arise from the negligence of the Lessor.

5.6 Notices

Any notice required to be served under this Lease shall be sufficiently served on:

- (a) the Lessee if:
 - (i) left addressed to the Lessee at the Premises; or
 - (ii) forwarded to the Lessee by post to the Premises or to the address of the Lessee mentioned in this Lease; and
- (b) the Lessor if addressed to the Lessor and left at or sent by post to the Lessor's address mentioned in this Lease or such other address as may be notified to the Lessee from time to time,

and any notice sent by post shall be deemed to be given at the time when it ought to have been delivered in due course of post unless the contrary is shown.

5.7 Holding over

If the Lessee remains in possession of the Premises after the expiration of the Term then the Lessee shall be a monthly tenant of the Lessor at a rent equivalent to the Rent payable by the Lessee at the expiration of the Term and otherwise on the same terms and conditions of this Lease. Any holding over may be determined by either party giving one month's written

notice to the other party of its intention to determine the holding over at the expiration of the period of notice or such other date as may be stated in the written notice.

5.8 Waiver

No waiver by the Lessor of any of the Lessee's Covenants shall operate as a waiver of another breach of the Lessee's Covenants.

5.9 Severance

In the event of any part of this Lease being or becoming void or unenforceable whether due to the provisions of any Act or otherwise then that part shall be severed from this Lease to the intent that all parts that shall not be or become void or unenforceable shall remain in full force and effect and be unaffected by any severance.

5.10 Act by agent

All acts and things which the Lessor or the Lessee is required or empowered to do under this Lease may be done by the Lessor or the Lessee (as the case may be) or the solicitor, agent, contractor or employee of the Lessor or the Lessee (as the case may be).

5.11 Exercise of powers

The Lessor may exercise the Lessor's Powers without any proof of default by the Lessee or the continuance of that default or any notice being required (other than as provided in this Lease) and notwithstanding any laches, neglect or previous waiver by the Lessor in respect of any of the Lessee's Covenants or the exercise of any of the Lessor's Powers.

5.12 Non-merger

The terms or conditions of this Lease or any act, matter or thing done under or by virtue of or in connection with this Lease or any other agreement between the parties to this Lease shall not operate as a merger of any of the rights and remedies of the parties in or under this Lease or in or under any such other agreement all of which shall continue in full force and effect.

5.13 Proper law

This Lease shall be governed by the law of Western Australia.

5.14 Effect of execution

This Lease shall be binding upon each person or party who has executed it notwithstanding:

- (a) the failure of any other person named as a party to execute it;
- (b) the avoidance or unenforceability of any part of this Lease; or
- (c) the avoidance or unenforceability of this Lease or any part of this Lease against any signatory or intended signatory.

6. DISPUTE RESOLUTION

6.1 Notice of Dispute

In the event of a dispute between the Lessor and the Lessee concerning this Lease in any way, or concerning the rights and liabilities of the Lessor or the Lessee, the affected party may give the other a written notice setting out the material particulars of the Dispute.

6.2 Appointment of representative

Each party shall appoint a senior officer, or other person, with authority to negotiate and reach settlement, and the parties' representatives shall personally meet in Bindoon within ten (10) business days of the date of the receipt of the notice calling for such a meeting.

6.3 Best endeavours to resolve Dispute

The parties' representatives in good faith, and using their best endeavours at all times, shall attempt to resolve the Dispute.

7. ARBITRATION

7.1 Notice to arbitrate

Provided that a party has not given a notice under clause 6.1, or if it has that the Dispute has not been resolved under clause 6.3, then:

- (a) any party to that dispute shall give notice in writing to the other party; and
- (b) at the expiration of seven (7) days, unless the matter is settled in the interim, the Dispute shall be submitted to the arbitration of a single arbitrator who shall be a person appointed by the President of the Institute of Arbitrators (Western Australian Division).

7.2 Final decision

The arbitrator's award shall be final and binding on the parties.

7.3 No entitlement to commence an action

No party is entitled to commence or maintain an action upon a Dispute until the matter in dispute has been referred to and determined by the arbitrator, and then only for the amount or relief to which the arbitrator, by her or his award, finds that party is entitled.

7.4 Costs of arbitration

The costs of the submission, reference or award are in the discretion of the arbitrator.

8. RENEWAL OF TERM

8.1 Notice of renewal

If the Lessee wishes to renew the Term and gives the Lessor written notice not earlier than six (6) calendar months but not later than three (3) calendar months prior to the expiration of the Term and if at the time of giving such notice there is no outstanding breach or non-observance of any of the Lessee's Covenants and if in the meantime the Lessor's right of re-entry has not otherwise arisen, then the Lessor will at the cost of the Lessee grant to the Lessee a renewal of the Term for the further period specified in Schedule 1 and otherwise on the same terms and conditions as are contained or implied in this Lease other than this right of renewal subject always to the provisions of this clause.

8.2 Execution of deed of extension of Lease

Upon the valid exercise of the option to extend this Lease, the Lessee shall, prior to the expiration of the then current Term, execute a deed recording the extension of this Lease. The deed shall be prepared by the Lessor's solicitors in a form approved by the Lessor at the reasonable expense of the Lessee in all respects including payment of all stamp duty and the Lessor's solicitors' reasonable costs and disbursements.]

9. WHOLE OF AGREEMENT

The Lessee acknowledges and declares that in entering into this Lease the Lessee has not relied on any promise, representation, warranty or undertaking given by or on behalf of the Lessor in respect to the suitability of the Premises or the finish, facilities, amenities or services on the Premises and that the covenants and provisions contained in this Lease expressly or by statutory implication cover and comprise the whole of the agreement between the parties and it is expressly agreed and declared that no further or other covenants or provisions whether in respect of the Premises or otherwise shall be deemed to be implied or to arise between the parties by way of collateral or other agreement.

10. MORATORIUM NEGATIVED

The application to this Lease of any moratorium or other Act whether State or Federal having the effect of extending the Term, reducing or postponing the payment of the Rent hereby reserved or any part of the Rent, or otherwise affecting the operation of the covenants, conditions and stipulations on the part of the Lessee to be performed or observed, or providing for compensation, rights or privileges at the expense of the Lessor in favour of the Lessee or any other person, is hereby expressly excluded and negatived.

11. GOODS AND SERVICES TAX

11.1 Definitions

In this Lease:

"Basic Consideration" means all consideration (whether in money or otherwise) to be paid or provided by the Lessee for any supply or use of the Premises and any goods, services or other things provided by the Lessor under this Lease (other than tax payable pursuant to this clause);

"**GST**" means any goods and services tax, value added tax, retail turnover tax, consumption tax, or any similar tax, impost or duty introduced or charged by the Commonwealth of Australia or any state or territory of Australia whether before, on or after the Date of Commencement, which is or may be levied or becomes payable in connection with the supply of the Premises or any goods, services or other things provided by the Lessor under this Lease;

"**GST Adjustment Rate**" means the amount of any increase in the rate of tax imposed under a GST which is above the GST Rate; and

"**GST Rate**" means 10%, or such other figure equal to the rate of tax imposed on the introduction of GST into Australia.

11.2 Lessee must pay

(a) GST

If a GST is introduced or applies to impose tax on the Basic Consideration or any part thereof or if the Lessor is liable to pay GST in connection with the lease of the Premises or any goods, services or other things supplied under this Lease then, as from the date of any such introduction or application:

- (i) the Lessor may increase the Basic Consideration or the relevant part thereof by an amount which is equal to the GST Rate; and
- (ii) the Lessee shall pay the increased Basic Consideration on the due date for payment by the Lessee of the Basic Consideration.

(b) Increase in GST

If, at any time, the GST Rate is increased, the Lessor may, in addition to the GST Rate, increase the Basic Consideration by the GST Adjustment Rate and such amount shall be payable in accordance with subclause 11.2(a)(ii).

11.3 GST invoice

Where the Basic Consideration is to be increased to account for GST pursuant to subclause 11.2, the Lessor shall in the month in which the Basic Consideration is to be paid, issue an invoice which enables the Lessee to submit a claim for a credit or refund of GST.

12. WESTERN AUSTRALIAN PLANNING COMMISSION CONSENT

If for any reason this Lease requires by law the consent of the Western Australian Planning Commission then this Lease is made expressly subject to and is conditional upon the granting of the consent of the Western Australian Planning Commission.

13. SPECIAL TERMS

The special terms covenants and conditions (if any) set out in Schedule 1 shall be deemed to be incorporated in this Lease as if fully set out herein and in the event of there arising

any inconsistency with the terms, covenants and conditions contained in this Lease then the terms, covenants and conditions set out in Schedule 1 shall prevail.

DRAFT

SCHEDULE 1

1. **The Lessee**

Dalwallinu Sports Club Incorporated
PO Box 100
DALWALLINU WA 6609

2. **The Encumbrances**

Nil.

3. **The Land**

Portion of reserve no. 15242 (being Dalwallinu Lot 105) as is bounded by lines commencing at the south westerly corner of the existing bowling green thereon running thence one hundred and four point five (104.5) metres easterly along and beyond the present southern boundary of such bowling green thence at right angles eighty three point five (83.5) metres northerly thence at right angles one hundred and four point five (104.5) metres westerly thence at right angles eighty three point five (83.5) metres southerly to the point of commencement containing roughly two (2) acres (0.089 hectares).

4. **The Premises**

Reserve No.32191 (being Dalwallinu Lot 452) at Dalwallinu on which land are at present erected a clubhouse, parking lot and residence and certain other improvements and includes all carpets and floor coverings, curtains and blinds and other fixtures and fittings belonging to the Lessor therein and all additions or modifications and replacements for the time being.

5. **Date of Commencement**

6. **Term**

The term of this agreement is for a period of One (1) year.

7. **Term of renewal**

NA

8. **Rent**

\$135 (inc GST) per annum:

- (a) subject to review on each anniversary of the Date of Commencement of this Lease when the rental shall be increased by a percentage equal to the average percentage increase in the Consumer Price Index (all groups for Perth) ("**CPI**") over the preceding 12 months, to the intent that if there has been an average percentage decrease in the CPI during the relevant period the annual rental shall remain the same for the succeeding year; and

- (b) which is payable in advance by equal successive calendar monthly payments on the first day of each month and each year during the Term.

9. **Permitted use of Premises**

Entertainment and social functions, exhibitions, sporting activities, community based events such as meetings, workshops and community group/club activities.

10. **Public risk insurance**

Twenty million dollars (\$20,000,000).

11. **Special terms**

Nil.

12. **Trust**

Nil.

SCHEDULE 2

Fixtures and Fittings

Nil.

DRAFT

SCHEDULE 3

Lessor's Chattels

Nil.

DRAFT

EXECUTED by the parties as a deed

THE COMMON SEAL of)
SHIRE OF DALWALLINU)
was affixed in the presence of:)
)

(Signature of President)

(Signature of Chief Executive Officer)

(Name of President in full)

(Name of Chief Executive Officer in full)

THE COMMON SEAL of)
DALWALLINU SPORTS CLUB INC)
was affixed by the authority of a resolution)
of the Board in the presence of:)

(Signature of authorised sealing officer/Secretary)

(Signature of authorised sealing officer/President)

(Name of authorised sealing officer/Secretary)

(Name of authorised sealing officer/President)]

ANNEXURE 1

Plan of Premises

DRAFT

DRAFT

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STANDARD LEASE DOCUMENT

SHIRE OF DALWALLINU

("Lessor")

AND

DALWALLINU SPORTS CLUB

("Lessee")

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9.3.6 Request to lease Reserve 21059 – Wubin Recreation Centre

Report Date:	28 May 2019
Applicant:	Paul Calnan
File Ref:	A6300 - Lot 74 Harris North Road, Wubin
Previous Meeting Reference:	Nil
Author:	Keith Jones, Deputy Chief Executive Officer
Senior Officer:	Jean Knight, Chief Executive Officer
Voting Requirements:	Simple Majority
Disclosure of Interest:	Nil
Attachments:	Email Paul Calnan and from DCEO requesting more information; Letter in response to information request

Purpose of Report

For Council to consider sub-leasing Reserve 21059 at Lot 74 Harris North Road, Wubin for the purpose of a motor sports ground hosting various motor sports events.

Background

The Shire of Dalwallinu currently have control of the Reserve 21059 with no other party involved in sub-leasing. Under the terms of the current Management Order there are conditions at (Note 3) stating:

- (i) To be utilised for the designated purpose of “Recreation”.
- (ii) Power to lease (or sub-lease or licence) for the designated purpose is granted for the whole or any portion thereof for any term not exceeding twenty one (21) years from the date of the lease subject to the approval in writing from the Minister for Lands being first obtained to each and every lease or assignment of lease, pursuant also to the provisions of section 19 of the Land Administration Act 1997.

Mr Calnan is seeking Council approval to use the Reserve “as a motor sport grounds to which Perth based 4x4 wheel drive clubs, various sporting car clubs would participate in various driving events over a weekend.”

The lease is proposed for a 5 to 10 year period and if approved would be in the names of Paul Calnan and Stefania Vankova.

Mr Calnan has stated insurance cover would be through Australia Auto Sport Alliance and waste management would be the responsibility of the lessee.

Although it was requested, Mr Calnan has not indicated an amount of lease fee he proposes.

Mr Calnan is proposing, if his application is successful, to promote future events including:

- 4 wheel drive adventure course
- Mud bog
- Motor cross track
- Driving & drifting events.

Policy Requirements

Nil

Legislative Requirements

Local Government Act 1995 – Section 9.49(A)

Land Administration Act 1997 s19

19. Dealings etc. as to Crown land not effective until registered etc.
- 1 Subject to section 68 of the TLA (*Transfer of Land Act 1893*), a dealing or caveat in respect of Crown land created or lodged under this Act or the TLA does not become effective until that dealing is registered or that caveat is recorded, as the case requires.
- Transfer of Land Act 1893 s68*

Strategic Implications

Nil

Sustainability Implications

Environment

Nil

Economic

Nil

Social

Nil

Financial Implications

Nil

Comment

The Shire already owns and leases a motor sports events area in Pithara which seems to be the most appropriate place to provide the events Mr Calnan is proposing.

Officer Recommendation/Resolution

MOTION 9362

Moved Cr AR Dickins
Seconded Cr KM McNeill

That Council decline the offer to lease Reserve 21059 at Lot 74 Harris North Road, Wubin for the purpose of a motor sports ground hosting various motor sports events.

CARRIED 7/2

CEO
P.O Box 141
DALWALLINU
WA 6609

I am writing to you on a proposal of a long term lease for the Wubin sports club. My partner and I would like to lease the Wubin sports club for 5 to 10 years lease. As you know that the motor sport events are popular these days. It will be a great opportunity for an event like this to happen in a small town and we can offer small groups the opportunity to participate in the event. All the proceeds will go back to selected community groups. My intention to convert the old oval into camping ground and old tennis courts to a driving arena, creating a motor sport venue. This will be no cost to the shire. This will hopefully encourage people/families to come up to the shire and help community business. As you know I have run four motor sports events in the past that have all been successful. This event would also help keep the country roads and high way safe.

If this does get put though, I do hope in the future to upgrade and plan more events, these events include:

- 4 wheel drive adventure course
- Mud bog
- Motor cross track
- Driving & drifting events

All the events that would be happening in this premise will covered by the AASA (Australian auto sport alliance) insurance, which covers public liability, venue and all patrons attending events.

Sincerely
Paul Calnan



SHIRE OF DALWALLINU

RECORD NO:	1.112.1861
OFFICER:	CD0.0120
FILE NO:	B0300
X REF:	0.002.11368
DATE:	7.5.15

In responds to the request on the propose points 1-7

1. To use this premise as a motor sport grounds to which Perth bases 4x4 wheel drive clubs, various sporting car clubs would participate in various driving events over a weekend.
2. To lease premise on a renewable annual bases from the shire.
3. To convert the old oval into camping ground. The old tennis courts will also be converted to a driving arena for drift & driving events with safety barriers put in place for public safety, and the addition of a 4WD adventure track and motor cross tracks will be added in the future.
4. The proposes is to have a long term lease (5 to 10 years) that is also up to the shire.
5. The lease proposes will be personal leases in the name of Paul Calnan and Stefania Vankova.
6. The insurance propose for the property during any events will be coved under Australia Auto Sport Alliance, which covers public liability, venue and all patrons attending the events.
7. To mange all the waste from the event there will be more bins provided, clean up will be done the next day to make sure the the premise is ready for next events, kept clean and tidy at all times.

From: [Keith Jones](#)
To: ["sirgk@live.com.au"](mailto:sirgk@live.com.au)
Cc: [CEO Jean Knight](#)
Subject: O-COR-11368 - Application for wubin sports club
Date: Tuesday, 30 April 2019 10:20:00 AM

Good morning Paul,

This matter is going to be submitted to the next Council Meeting in May dated 28/5/19. The deadline for your responses is May 15, 2019.

To ensure you get the optimum opportunity to your request, the following information will be necessary.

1. What is the specific nature of your proposal to use and lease the Wubin Recreation? You have stated "I would like to request to apply for a long term lease on the property and use it for sporting activity's to bring people back out to wubin." This is very broad and Council will need to know more detail.
2. What is the offer you intend to make as far as a monetary amount to lease the reserve (on an Annual basis please)?
3. Are there any additions or changes to infrastructure you would wish to make relating to your proposal?
4. What term of lease are you proposing?
5. Is the lease proposed to be in the name of an incorporated body? If so please provide details. If the lease is to be in the name of an individual, please provide details.
6. What is your proposal relating to insurance coverage?
7. What is your proposal relating to waste management?
8. Please provide any other significant details that will ensure Council has enough information to make an informed decision on behalf of the community.

Regards

Keith Jones
Deputy Chief Executive Officer

Shire of Dalwallinu
PO Box 141
DALWALLINU WA 6609

Ph: 08 9661 0500
Fax: 08 9661 1097
Mob: 0407 084 318
Email: dceo@dalwallinu.wa.gov.au
Web: www.dalwallinu.wa.gov.au

Dalwallinu - A place of Wheat and Wattle

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-----Original Message-----

From: Jean Knight
Sent: Monday, 29 April 2019 3:37 PM
To: Keith Jones <dceo@dalwallinu.wa.gov.au>
Subject: FW: Application for wubin sports club

Hi Keith,

Can you respond to Paul telling him the stats of his application?

Thanks

Jean Knight
Chief Executive Officer

Shire of Dalwallinu
PO Box 141
DALWALLINU WA 6609

Ph: 08 9661 0500
Fax: 08 9661 1097
Mob: 0427 611 001
Email: ceo@dalwallinu.wa.gov.au
Web: www.dalwallinu.wa.gov.au

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-----Original Message-----

From: paul calnan [<mailto:sirgk@live.com.au>]
Sent: Monday, 29 April 2019 3:36 PM
To: Jean Knight <ceo@dalwallinu.wa.gov.au>
Subject: Application for wubin sports club

Hey there jean, just a quick question as to the progress of my application for a lease on wubin sports club. I dropped off my app to shire in early march and was told it wouldn't make march committee sitting and was put off till April committee sitting. Now a couple of weeks ago i have been told it has been put off till committee sitting in may.

So I'm just Just wondering if there is a problem with my app that i handed in and if there is anything i can do to help you guys to have it seen to.
Kind regards paul calnan.

Sent from my iPhone

9.3.7 Request to reduce fees and Charges – Dalwallinu Netball Association Inc.

Report Date:	28 May 2019
Applicant:	Dalwallinu Netball Association Inc.
File Ref:	CU/6 – Customer Service - Requests
Previous Meeting Reference:	Nil
Author:	Keith Jones, Deputy Chief Executive Officer
Senior Officer:	Jean Knight, Chief Executive Officer
Voting Requirements:	Absolute Majority
Disclosure of Interest:	Nil
Attachments:	Correspondence from President Kelsey Thiel

Purpose of Report

For Council to consider discounting fees and charges for the Dalwallinu Netball Association Inc. using the indoor netball court.

This item is brought to Council as Officer's have no authority to alter fees and charges.

Background

At the March 2019 Ordinary Meeting of Council the Shire of Dalwallinu Schedule of Fees and Charges for the 2019-2020 financial year was determined. The reopened Dalwallinu Recreation Centre fees came into effect as at 1 April 2019. The charge for using the indoor basketball/netball court is \$655.00 for 6 months season. This fee is exactly the same amount as the 2018-2019 year however the court was not available due to the building upgrade. The fee for the 2016-17 year was \$629.00.

Policy Requirements

Nil

Legislative Requirements

Local Government Act 1995

Strategic Implications

Nil

Sustainability Implications

Environment

Nil

Economic

Nil

Social

Nil

Financial Implications

Nil

Comment

The Dalwallinu Netball Association has used the indoor court in the last few years under the exact same conditions. The schedule of fees and charges indicates a period of 6 months and perhaps should read “per season”.

The daily fee to use the indoor court is \$200 and this indicates that there is a significant discount for the six monthly users. Regardless of 4 or 6 months use, the fee seems reasonable and the association has accepted the charge in previous years.

Officer Recommendation/Resolution

MOTION 9363

Moved Cr NW Mills

Seconded Cr KL Carter

That Council:

1. direct the Chief Executive Officer to advise the Dalwallinu Netball Association Inc. the fee is \$655.00 for the period of time they intend to use the indoor court will not be discounted;
2. direct the Chief Executive Officer to amend the wording in the Schedule of Fees and Charges to “per season”.

CARRIED (9/0) BY ABSOLUTE MAJORITY



Dalwallinu Netball Association Inc
PO Box 89
Dalwallinu WA 6609

18th April 2019

Shire of Dalwallinu
Johnston Street
DALWALLINU WA 6609

To the CEO of the Shire of Dalwallinu,

On behalf of the Dalwallinu Netball Association we are contacting you in regards to the hire of the indoor netball court. We would like your consideration for a reduction on the 6-month hire that we currently have on the court. We will only require the use of the court for a total of four months this season.

As we are a non for profit sporting organisation who provides opportunity for community members to participate in netball. We would greatly appreciate the consideration of a reduction of hire costs to allow our playing fees to be at a lower amount for members.

We currently have a six month hire at a cost of \$655. Netball WA have significantly increased their affiliation and insurance fees this year which has had a big impact on our player costs. Each player will be paying more memberships fees this year and we are trying to reduce their costs in any way possible.

We look forward to hearing your response in regards to this matter.

Yours sincerely,

Kelsey Thiel

President, Dalwallinu Netball Association

9.3.8 Request to reduce fees and Charges – Dalwallinu Community Playgroup

Report Date: 28 May 2019
Applicant: Dalwallinu Community Playgroup
File Ref: CU/6 – Customer Service - Requests
Previous Meeting Reference: Nil
Author: Keith Jones, Deputy Chief Executive Officer
Senior Officer: Jean Knight, Chief Executive Officer
Voting Requirements: Absolute Majority
Disclosure of Interest: Nil
Attachments: Letter from President Bronwyn Hyde
Invoice

Purpose of Report

For Council to consider refunding fees and charges to the Dalwallinu Community Playgroup for photocopying.

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

Background

The attached invoice was calculated by the following:

First four copies	4 copies x 0.60	\$ 2.40
Mono copies	56 copies x 0.15	\$ 8.40
Colour copies	60 copies x 0.60	\$36.00
		Total \$46.80

Shire front counter staff initially directed the customer to the Community Resource Centre but the customer said they were told by someone that the Shire would do it for free. The customer was informed that the photocopying must be paid for and they could request a refund by writing to the Chief Executive Officer which would then go to Council for a decision.

The invoice was paid on 29 April 2019 and the photocopies handed to the customer.

Policy Requirements

Nil

Legislative Requirements

Local Government Act 1995

Strategic Implications

Nil

Sustainability Implications

Environment

Nil

Economic

Nil

Social

Nil

Financial Implications

If the invoice is forgiven there would be a loss of revenue of \$46.80.

Comment

The Dalwallinu Community Playgroup may have been informed of the refund possibility by someone associated with Wattle Week, as that group has had photocopying done in the past for no charge as one of the ways the Shire supports that event.

The Playgroup charges parents to use the service and this cost would be a normal operating expense.

Shire staff time to do the photocopying, cost of paper, utilities etc. plus the time to create this report has already far exceeded the charge to the Playgroup.

Officer Recommendation/Resolution

MOTION 9364

Moved Cr KL Carter
Seconded Cr KM McNeill

That Council direct the Chief Executive Officer to inform the Dalwallinu Community Playgroup the fee in this instance will not be refunded.

CARRIED (9/0) BY ABSOLUTE MAJORITY

Dalwallinu Community Playgroup
PO Box 214
DALWALLINU WA 6609
dalwallinuplaygroup@hotmail.com

Jean Knight
Chief Executive Officer
Shire of Dalwallinu
PO Box 141
DALWALLINU WA 6609

Dear Jean

Re: Playgroup Printing Costs

Dalwallinu Community Playgroup recently did some printing and copying at the Shire. The printing was for our 2019 Enrolment Forms, as well as some new flyers to leave with the Child Health Nurse at the hospital to advertise our group. The total cost came to \$46.80 (please see attached invoice).

We would like to apply to the Shire to have these printing costs refunded. As a group that supports mothers and other caregivers in the intense early years of parenting and encourages child development, we believe we provide a valuable service to the community. The committee for 2019 has recently been elected and is working hard to encourage new members to join, as well as updating our systems to ensure they meet Playgroup WA standards. The printing we undertook at your offices was in pursuit of this goal.

Thank you for your consideration of this matter.

Kind regards



Bronwyn Hyde
President
Dalwallinu Community Playgroup
0408844718



Shire of Dalwallinu

ABN: 34 957 928 647

Shire Office: 58 Johnston Street, Dalwallinu
PO Box 141, Dalwallinu WA 6609

Telephone: (08) 9661 0500

Facsimile: (08) 9661 1097

Office Hours: Mon - Fri 8:30am - 4:30pm

Payer: Dalwallinu Playgroup

Receipt Number: 50478

Receipt Date : 29.04.19

Receipt Type	Detail	Amount
Miscellaneous	Dalwallinu Playgroup 120 x photo copy Account: 111450200	\$46.80

* GST Exclusive Charge \$42.55

* GST \$4.25

Total \$46.80

Tendered \$46.80

Change Given \$0.00

Cash \$0.00
Cheque \$0.00
Other \$46.80

Round Amount \$0.00

9.3.9 Request to reduce fees and Charges – Rhiform Physio & Pilates

Report Date:	28 May 2019
Applicant:	Rhiform Physio & Pilates
File Ref:	CU/6 – Customer Service - Requests
Previous Meeting Reference:	Nil
Author:	Keith Jones, Deputy Chief Executive Officer
Senior Officer:	Jean Knight, Chief Executive Officer
Voting Requirements:	Absolute Majority
Disclosure of Interest:	Nil
Attachments:	Correspondence from Instructor Rhianne Elliott

Purpose of Report

For Council to consider reducing fees and charges to Rhiform Physio & Pilates for use of the DDC Community room.

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

Background

A request has been received for support to provide Physiotherapy-led Pilates Classes on Wednesday's from 5.15pm – 6.00pm in the Dalwallinu Discovery Centre Community Room.

The attached letter promotes the benefits to community health but makes no specific request as to the amount of support desired.

Current fees for the use of this area are as follows:

With no set-up required	\$79.00 per day
With set-up required	\$127.00 per day

These fees also allow the use of the kitchen facilities adjacent to the room.

Policy Requirements

Nil

Legislative Requirements

Local Government Act 1995

Strategic Implications

Nil

Sustainability Implications

Environment

Nil

Economic

Nil

Social

Nil

Financial Implications

This depends on the decision of Council.

Comment

The applicant is a commercial business operator charging fees to her clients and as such should expect to incur overheads which would be incorporated into her client fees.

It is suggested that there are 3 possibilities to consider:

- 1 That Council resolve to not allow a discount or any reduction and have the listed fees and charges stand;
- 2 That Council resolve to make a reduction of _____% to provide assistance;
- 3 That Council resolve to make a set fee for this particular date and purpose of \$_____ per day.

Officer Recommendation

That Council direct the Chief Executive Officer to inform the applicant that the fee listed in the Shire of Dalwallinu Fees and Charges Schedule for the use of the Dalwallinu Discovery Centre Community Room will remain as listed as they are appropriate for a person who is running a business.

Resolution

AMENDMENT

Moved Cr KM McNeill
Seconded Cr AR Dickins

That Council add a point two, as follows:

- 1) direct the Chief Executive Officer to inform the applicant that the fee listed in the Shire of Dalwallinu Fees and Charges Schedule for the use of the Dalwallinu Discovery Centre Community Room will remain as listed as they are appropriate for a person who is running a business;
- 2) offer alternative venue of Squash Courts for \$5 per half an hour.

**THE AMENDMENTS WERE PUT AND DECLARED CARRIED 9/0
AND FORMED PART OF THE SUBSTANTIVE MOTION**



Rhiform Physio & Pilates



0488 686 892 rhiformphysiopilates@gmail.com PO BOX 55, Miling WA 6575

Dear Dalwallinu Shire Council,

I am writing in regards to the use of the Dalwallinu Community Room.

WHEN: Wednesday's from 5.15pm - 6.00pm.

USE: Physiotherapy-led Pilates Classes

My name is Rhianne Elliott and I was born and bred in Bindi Bindi. I have recently moved home to our family farm with my husband and 20-month old daughter. I am keen to share my passion for rural and remote health within the Wheatbelt, providing the best healthcare possible.

I have been very busy completing 5 years at Notre Dame University in Perth WA, graduating in 2014 with a Bachelor of Physiotherapy, and awarded First Class Honours. I then worked 4.5 years as a Physiotherapist in Geraldton, where I also completed post-graduate studies in Pilates.

My goal has always been to share my passion for rural and remote healthcare by providing the best possible health services, and sharing knowledge and understanding to make rural health outcomes better in the Wheatbelt.

I commenced Physiotherapy-led Pilates classes in March, in the towns of Miling, Wongan Hills, and Dalwallinu. They are going great and have well received by the community. I have kept costs very low to encourage participation, as affordability encourages the community to take responsibility of their own health, with the assistance of a health professional. Physio-led classes are on average \$50 per session in Perth. My costs are very low at \$18 casual or \$150 for 11 classes.

I would very much appreciate the support of the Council in continuing these classes at very minimal costs to myself and avoiding passing additional costs on to the community, especially as I have travel expenses coming from Bindi Bindi.

I look forward to your response, and hope for your assistance with a Community Health Initiative in mind.

Kind regards,

Rhianne Elliott

BSc Physiotherapy (HONS). Cert IV Pilates Instructor.



4.18PM Cr KJ Christian declared an impartiality interest and remained in the Council Chambers.

9.3.10 Request to reduce fees and Charges – DM Dance & Fitness

Report Date:	28 May 2019
Applicant:	DM Dance & Fitness
File Ref:	CU/6 – Customer Service - Requests
Previous Meeting Reference:	Nil
Author:	Keith Jones, Deputy Chief Executive Officer
Senior Officer:	Jean Knight, Chief Executive Officer
Voting Requirements:	Absolute Majority
Disclosure of Interest:	Nil
Attachments:	Correspondence from Dance Teacher Dayna Christian

Purpose of Report

For Council to consider reducing fees and charges to DM Dance & Fitness for use of the Dalwallinu Squash Courts.

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

Background

Currently the Squash Courts are being utilised by Changes Fitness Studio based on the following motion from the Ordinary Council Meeting dated 27 March 2018:

'MOTION 9132

Moved Cr KM McNeill

Seconded Cr NW Mills

That Council authorise the Chief Executive Officer to advise Changes Fitness Studio:

1. *That the fee of \$300 per month (inc GST) for the use of the northern end squash court includes the additional use of the southern end squash court for six (6) hours per week as follows:*

Tuesday	5.30pm – 6.30pm
Wednesday	9.00am – 10.00am
Wednesday	5.30pm – 6.30pm
	7.00pm – 8.00pm
Thursday	5.30pm – 6.30pm
	7.00pm – 8.00pm

2. *The southern end squash court to be left vacant when not in use;*
3. *That this new arrangement of hiring the squash court facility terminates all previous concessions granted by Council for the use of the Dalwallinu Recreation Centre;*
5. *This approval is from 31 March 2018 to 31 May 2019;*
6. *No approval is given for the painting of the internal walls;*
7. *Cleaning of the facility is to be undertaken by Changes Fitness Studio.*

CARRIED 8/0'

Correspondence has been received from DM Dance and Fitness with the following request:

"I am writing to ask if I could use this space as Changes Fitness Studio has, with some compromise on the pricing. I would use one of the two courts to store equipment and as a dance and fitness studio for ages 3 and up, including adults and seniors. We currently have 120 students enrolling in classes this year.

- *Option 1: Swapping our agreement we currently have, for of using the town hall at \$0 being a community group aimed at kid's sport and art, to the Squash Centre, and proceeding to pay for use of the town hall when we have concert night.*
- *Option 2: A yearly fee of maximum \$500 to use one of the courts full time as a studio and to store equipment, and the other squash court at 3 hours a week. It would be in used for 5-6 months of the year on Wednesdays and be cleaned and maintained by the Dance Group."*

Policy Requirements

Nil

Legislative Requirements

Local Government Act 1995

Strategic Implications

Nil

Sustainability Implications

Environment

Nil

Economic

Nil

Social

Nil

Financial Implications

This depends on the decision of Council.

Comment

A fair and reasonable fee of \$5.00 per half hour is in place currently for use of the squash court.

The request to use the Town Hall is the more appropriate for this group and the Schedule of Fees & Charges lists community groups can use it for free as long as they do not charge an admission entrance fee.

Officer Recommendation

That Council direct the Chief Executive Officer to inform the applicant that the listed fees and charges for the squash court are appropriate and the usage of the Town Hall will attract no fee as it is used by a community group.

Resolution

AMENDMENT

Moved Cr AR Dickins
Seconded Cr KM McNeill

That Council add points 2 and 3 as follows:

- 2) offer alternative venue of Community Room at the Dalwallinu Discovery Centre for a 50% reduction of fee, to encourage similar activity; and
- 3) advise the applicant that tap dance classes are not to be conducted in the Recreation Centre.

**THE AMENDMENTS WERE PUT AND DECLARED CARRIED 8/1
AND FORMED PART OF THE SUBSTANTIVE MOTION**

Amended motion becomes the Substantive Motion

SUBSTANTIVE MOTION 9366

Moved Cr AR Dickins
Seconded Cr KM McNeill

That Council direct the Chief Executive Officer to:

- 1) inform the applicant that the listed fees and charges for the squash court are appropriate and the usage of the Town Hall will attract no fee as it is used by a community group;
- 2) offer alternative venue of Community Room at the Dalwallinu Discovery Centre for a 50% reduction of fee, to encourage similar activity; and
- 3) advise the applicant that tap dance classes are not to be conducted in the Recreation Centre.

CARRIED (8/1) BY ABSOLUTE MAJORITY

DM Dance & Fitness
Dalwallinu Districts Ballet Group
Dayna.christian9@gmail.com
0439349995


DM DANCE & FITNESS



08/05/2019

Jean Sutherland
Chief Executive Officer Shire of Dalwallinu
58 Johnston Street
Dalwallinu, WA, 6609

Dear Mrs. Sutherland

I am writing on behalf of my clients the Dalwallinu Districts Ballet Group, I have recently heard that Changes Fitness Studio will be moving out of town and therefore out of the squash court space. I would like to offer my services out to the public in Dalwallinu and therefore have a great interest in this venue. I am writing to ask if I could use this space as Changes Fitness Studio has, with some compromise on the pricing. I would use one of the two courts to store equipment and as a dance and fitness studio for ages 3 and up, including adults and seniors. We currently have 120 students enrolling in classes this year.

- Option 1: Swapping our agreement we currently have, for of using the town hall at \$0 being a community group aimed at kid's sport and art, to the Squash Centre, and proceeding to pay for use of the town hall when we have concert night.
- Option 2: A yearly fee of maximum \$500 to use one of the courts full time as a studio and to store equipment, and the other squash court at 3 hours a week. It would be in used for 5-6 months of the year on Wednesdays and be cleaned and maintained by the Dance Group.

I have worked with and been a student of this Dalwallinu Dance Group for over 18 years and felt the overwhelming pressures when being moved around constantly annoying.

I would like to utilize this space as a permanent home for dance students and their parents. None of the community spaces actually fulfill our needs. In allowing us to have this space, it would greatly benefit all parties involved, firstly the squash courts would continue to be used. Parents can use the indoor foyer in cold nights and students could safely play outside without parents being concerned for their safety with traffic. Also, it would free up other venues to be used for other community groups. The ballet group is non for profit and has 120 students aging from 3 to 16, they provide both physical and creative outlets for the students involved in the group.

In addition, we would maintain a clean and tidy area, also allowing us moved to squash courts we would prevents damage to the newly laid wooden floor within the rec center, and being students are not allowed to tap in the dance room at the CRC, this would solve the problem.

Thank you for taking this into consideration, I eagerly await your response.

Warm regards,
Dayna Christian
Dance Teacher

9.3.11 Variation of Joint Venture Agreement

Report Date:	28 May 2019
Applicant:	Shire of Dalwallinu
File No:	CP/6 – Council Properties –Acquisition & Disposal
Previous Meeting Reference:	Nil
Author:	Keith Jones, Deputy Chief Executive Officer
Senior Officer:	Jean Knight, Chief Executive Officer
Voting Requirements:	Simple Majority
Disclosure of Interest:	Nil
Attachments:	copy of the Variation of Joint Venture Agreement

Purpose of Report

For Council to authorise the signing of the Variation of Joint Venture Agreement regarding the property at 11 James Street Dalwallinu.

Background

The Department of Communities have requested the document Variation of Joint Venture Agreement be completed and signed by the Shire President and CEO.

A copy of the agreement is attached.

Policy Requirements

Nil

Legislative Requirements

Local Government Act 1995 Section 3.58

Strategic Implications

Nil

Sustainability Implications

Environment

Nil

Economic

Nil

Social

Nil

Financial Implications

Nil

Comment

It is recommended that the variation agreement be signed.

Officer Recommendation/Resolution

MOTION 9367

Moved Cr AR Dickins
Seconded Cr KM McNeill

That Council:

1. Authorise the Chief Executive Officer and Shire President to sign and affix the common seal to the Variation of Joint Venture Agreement for 11 James Street, Dalwallinu.

CARRIED (9/0) BY ABSOLUTE MAJORITY

VARIATION OF JOINT VENTURE AGREEMENT

Parties	Housing Authority , formerly known as The State Housing Commission (Housing Authority), a body corporate constituted under the <i>Housing Act 1980</i> as agent for the Crown in right of the State of Western Australia ABN 56 167 671 885 of 99 Plain Street, East Perth WA 6004
	Shire of Dalwallinu (Organisation) of 58 Johnston Street, Dalwallinu WA 6609
Land	11 James Street, Dalwallinu WA 6609, more particularly described as Lot 11 on Plan 29826 being the whole of the land in Certificate of Title Volume 2513 Folio 803

Background

- A The Parties entered into a joint venture agreement for the development of two social housing dwellings on the Land on 15 January 2004 (**James Street JVA**).
- B The Organisation has requested, and the Housing Authority has agreed, to vary the James Street JVA to allow the development of a further two social housing dwellings on the Land, without affecting the Parties' equitable interests in the James Street JVA.
- C The Parties have agreed to vary the James Street JVA as set out in this document.

1 Variation

- 1.1 The Parties agree that on and from the date of execution of this document the James Street JVA is varied as follows:

- 1.1.1 (Schedule – Project A item 1) delete the table in item 1 listing the Units and replace it with the table below:

Stage	Type of Unit (e.g. 3-bedroom unit)	No.	Construction, purchase or modification?	Target group to be housed?
1	2-bedroom unit	2	Construction	Seniors
2	1-bedroom unit	2	Construction	Social housing

- 1.1.2 (Schedule – Project A item 2) delete item 2 and replace it with the following:

2. FINANCIAL CONTRIBUTIONS TO THE JOINT VENTURE

a) Organisation's Contributions to:

Stage 1 (2004)

Land Costs (estimates)

- Land Value contribution

\$22,000

- Land Clearance	n/a
- Site Costs	\$1,000
- Land Servicing (head works)	\$4,000
- Other (eg. surveying, subdivision)	\$1,000

	\$28,000
<u>Construction Costs</u>	
- Architectural Fees	n/a
- Project Management (construction)	n/a
- Construction of Units (cash contribution)	\$50,000
- Renovations / modifications	n/a
- Additional Amenities	n/a
- Landscaping	n/a
- Other	n/a

	\$50,000
Stage 2 (2019)	
Land and Construction Costs	\$32,500
Organisation's Total Project Contribution	\$110,500
b) Homeswest's contributions to:	
Stage 1 (2004)	
<u>Land Costs (estimates)</u>	
- Land Value contribution	n/a
- Land Clearance	n/a
- Site Costs	n/a
- Land Servicing (head works)	n/a
- Other (eg. surveying, subdivision)	n/a

	\$0
<u>Construction Costs</u>	
- Architectural Fees	\$12,000
- Project Management (construction)	\$14,400
- Construction of Units (cash contribution)	\$190,000
- Renovations / modifications	n/a
- Additional Amenities	n/a
- Landscaping	\$6,000
- Other	n/a

	\$222,400
Stage 2 (2019)	
Land and Construction Costs	n/a
Homeswest's Total Project Contribution	\$222,400
c) Total Project Cost	\$332,900

- 1.1.3 (Schedule – Project A item 6) for the avoidance of doubt, delete the current wording in item 6 and replace it with the following:

6. COMMENCEMENT DATE

Commencement date: 15 January 2004

1.2 The Parties agree that in addition to the variations to the cost contributions detailed in clause 1.1 above, an additional amount of \$184,000 will be contributed to the project described as Stage 2 in item 1 of the Schedule out of the surplus funds of the James Street JVA in accordance with clauses 5.3 and 8.7 of the James Street JVA.

1.3 The Parties agree that despite the change in proportion of total cost contributions detailed in clause 1.1 above, the percentage equitable interest of the Parties in the joint venture remains as follows:

Organisation: 26%

Housing Authority: 74%

1.4 Except as provided in this clause 1, the Parties agree that all other provisions of the James Street JVA remain in full force and effect.

2 Ratification

2.1 Each party covenants with each other party to observe, perform and be bound by all the terms of the James Street JVA as amended by this document to the extent applicable to that party with effect from the date of this document.

Execution

Executed as a deed

Date:

The common seal of the Housing Authority is fixed to this document in the presence of:

_____ Signature of Appointed Officer	←	_____ Signature of Appointed Officer	←
_____ Name of Appointed Officer (print)		_____ Name of Appointed Officer (print)	

The common seal of The Shire of Dalwallinu is fixed to this document in the presence of:

_____ Signature of Authorised Officer	←	_____ Signature of Authorised Officer	←
_____ Name of Authorised Officer (print)		_____ Name of Authorised Officer (print)	
_____ Position of Authorised Officer		_____ Position of Authorised Officer	

9.4 CHIEF EXECUTIVE OFFICER

9.4.1 Western Australian Local Government Association – Annual Convention 2019

Report Date: 28 May 2019
Applicant: Shire of Dalwallinu
File Ref: GR/4 – Government Relations
Previous Meeting Reference: Nil
Author: Jean Knight, Chief Executive Officer
Senior Officer: Jean Knight, Chief Executive Officer
Voting Requirements: Simple Majority
Disclosure of Interest: Nil
Attachments: Nil

Purpose of Report

To provide Council with information and sessions to be held during the 2019 Western Australian Local Government Convention and determine any action required and appoint delegates and proxy's to vote at the 2019 WALGA Annual General Meeting.

Background

The Local Government Convention will be held at the Perth Convention and Exhibition Centre (PCEC) from 7 August to 9 August 2019. The schedule is as follows:

<u>Wednesday 7 August</u>	<u>START</u>	<u>FINISH</u>
State and Local Government Forum	9.00am	11.00am
Registration for AGM and collection of voting keypads	10.00am	1.30pm
Honour Recipients Luncheon (by invitation only)	12.00pm	1.15pm
WALGA AGM (including Honours Awards Presentations)	1.30pm	5.00pm
Convention Opening Welcome Reception	5.00pm	6.30pm
<u>Thursday 8 August</u>		
ALGWA AGM and Breakfast (separate invitation)	7.45am	9.00am
Opening and Convention Sessions	9.00am	5.00pm
Convention Gala Dinner	7.00pm	11.00pm
<u>Friday 9 August</u>		
Convention Breakfast	7.30am	8.45am
Convention Sessions	9.15am	4.00pm

Policy Requirements

1.7 Members Conference/Course Attendance and Partners Expenses

Legislative Requirements

Nil

Strategic Implications

Nil

Sustainability Implications

Environment

Nil

Economic

Nil

Social

Nil

Financial Implications

A budget allocation will be provided in the 2019-2020 budget to cover the costs associated with attendance at the Annual Convention.

Comment

The Annual General Meeting (AGM) of the Western Australian Local Government Association (WALGA) is to be held on Wednesday 7 August 2019 at 1.30pm at the PCEC.

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

Officer Recommendation

That Council:

1. Appoint Cr _____ and Cr _____ as the Shire of Dalwallinu Delegates for the WALGA Annual General Meeting to be held on Wednesday 7 August 2019;
2. Appoint Cr _____ as the Shire of Dalwallinu Proxy Delegates for the WALGA Annual General Meeting to be held on Wednesday 7 August 2019;
3. Authorise the Shire President and Chief Executive Officer to attend the State Local Government Forum on Wednesday 7 August 2019;
4. Authorise Cr _____, Cr _____, Cr _____, Cr _____ and Chief Executive Officer Jean Knight to attend the Local Government Convention to be held from 7 August to 9 August 2019;
5. Meets the costs of registration, accommodation and incidentals for all delegates, partners and Chief Executive Officer.

Resolution

MOTION 9368

Moved Cr GH Sanderson
Seconded Cr BH Boys

That Council:

1. Appoint Cr SC Carter and Cr KL Carter as the Shire of Dalwallinu Delegates for the WALGA Annual General Meeting to be held on Wednesday 7 August 2019;
2. Appoint Cr GH Sanderson as the Shire of Dalwallinu Proxy Delegates for the WALGA Annual General Meeting to be held on Wednesday 7 August 2019;
3. Authorise the Shire President and Chief Executive Officer to attend the State Local Government Forum on Wednesday 7 August 2019;
4. Authorise Cr SC Carter, Cr KL carter , Cr GH Sanderson, Cr KM McNeill and Chief Executive Officer Jean Knight to attend the Local Government Convention to be held from 7 August to 9 August 2019;
5. Meets the costs of registration, accommodation and incidentals for all delegates, partners and Chief Executive Officer.

CARRIED 9/0

9.4.2 Sale of Shire Housing – 70 McNeill Street, Dalwallinu

Report Date:	29 May 2019
Applicant:	Shire of Dalwallinu
File Ref:	A41602
Previous Meeting Reference:	Nil
Author:	Jean Knight, Chief Executive Officer
Senior Officer:	Jean Knight, Chief Executive Officer
Voting Requirements:	Simple majority
Disclosure of Interest:	Nil
Attachments:	Nil

Purpose of Report

Council is requested to consider the disposal of a Shire property situated at 70 McNeill Street, Dalwallinu.



Background

Over the last few years Council has discussed disposing of some of the older housing stocks and constructing new employee housing.

In August 2017, Council were provided with the *Shire of Dalwallinu Property Register* which documented all of the freehold properties owned by the Shire.

It was identified that there were three properties that could be considered for disposal:

70 McNeill Street
1 Wasley Street
65 Johnston Street

At the Ordinary Meeting of Council held 26 February 2019, Council resolved the following:

'MOTION 9319

Moved Cr KM McNeill

Seconded Cr AR Dickins

That Council authorise the Chief Executive Officer to advertise for sale by tender, 1 Wasley Street, Dalwallinu.

CARRIED 9/0'

Advertisements were placed in the Totally Locally, Kalannie Kapers, Shire Facebook and on the Shire noticeboard at the Administration Centre.

At the close of the tender period on 22 March 2019, no tenders were received. An employee has since moved into the property.

Policy Requirements

Nil

Legislative Requirements

Local Government Act 1995 – Section 3.58 – Disposing of property

Strategic Implications

Nil

Sustainability Implications

Environment

Nil

Economic

Nil

Social

Nil

Financial Implications

It is unknown what financial implications are associated with this proposal until the tenders for the property have been received.

The 2018-2019 budget has an allocation of \$500,000 to construct two new employee houses subject to selling an existing Shire property.

Comment

The proposed property is a weatherboard and metal clad 4 bedroom dwelling on concrete slab with evaporative cooling.

The proposed property was leased to the Aquatic Centre Manager. The Aquatic Centre Manager resigned effective from 25 May 2019 therefore the property is currently vacant.

This could be an opportune time to attempt to dispose of this property. Should we be successful in obtaining a replacement Aquatic Centre Manager we do have other shire housing options.

It is proposed to advertise the property for sale by tender for a period of four (4) weeks. Should any tenders be received these will be presented in a report to the next practicable Ordinary Council meeting for consideration.

Officer Recommendation/Resolution

MOTION 9369

Moved Cr AR Dickins
Seconded Cr KM McNeill

That Council authorise the Chief Executive Officer to advertise for sale by tender, 70 McNeill Street, Dalwallinu.

CARRIED 9/0

9.4.3 Prize Incentive – Dalwallinu 24/7 Gymnasium

Report Date:	28 May 2019
Applicant:	Shire of Dalwallinu
File Ref:	CR/13 – Community Relations
Previous Meeting Reference:	Nil
Author:	Jean Knight, Chief Executive Officer
Senior Officer:	Jean Knight, Chief Executive Officer
Voting Requirements:	Simple Majority
Disclosure of Interest:	Nil
Attachments:	Nil

Purpose of Report

Council is requested to consider offering an incentive prize for one (1) free membership to the new Dalwallinu 24/7 Gymnasium due to open on 1 July 2019.

Background

At the Ordinary Meeting of Council held 18 December 2018, Council resolved the following:

'MOTION 9297

Moved *Cr KM McNeill*
Seconded *Cr AR Dickins*

That Council:

- 1. Endorse the business case for a Gymnasium to be set up in the Dalwallinu Recreation Centre;*
- 2. Adopt Policy 7.14 - 24/7 Gymnasium;*
- 3. Amend the 2018-2019 budget by \$22,510, for costs associated with the set-up of the 24/7 Gymnasium;*
- 4. Include in the 2018-2019 budget review a transfer from the Recreation Reserve for \$22,510 for set up costs of the gymnasium;*
- 5. Include the operational costs of the 24/7 Gymnasium in the 2019-2020 budget.*

CARRIED 8/0'

Policy Requirements

Nil

Legislative Requirements

Nil

Strategic Implications

Nil

Sustainability Implications

Environment

Nil

Economic

Nil

Social

Nil

Financial Implications

Should Council support the proposal there would be loss of revenue of \$780.00.

Comment

In order to commence marketing the Dalwallinu 24/7 Gymnasium this report is to request that Council consider providing an incentive prize of one (1) free membership. The chance to win the incentive prize would only be available to the first thirty (30) memberships. The prize would be drawn after we have reached this number of memberships.

Although there has been significant interest in gym memberships in the community, this incentive prize may assist with the initial take up of membership.

The gymnasium is on track to commence operations on Monday 1 July 2019.

Officer Recommendation

That Council authorise the Chief Executive Officer to offer one (1) free membership incentive prize with the winner drawn from the first thirty (30) memberships to the Dalwallinu 24/7 Gymnasium.

PROCEDURAL MOTION 9370

Moved Cr AR Dickins
Seconded Cr KM McNeill

That Council suspend standing orders for discussion on item 9.4.3 Prize Incentive – Dalwallinu 24/7 Gymnasium.

CARRIED 9/0

PROCEDURAL MOTION 9371

Moved Cr AR Dickins
Seconded Cr KM McNeill

That Council resume standing orders.

CARRIED 9/0

Resolution

ALTERNATE MOTION 9372

Moved Cr AR Dickins
Seconded Cr BH Boys

That Council:

- 1) Authorise the Chief Executive Officer to offer one (1) free membership incentive prize to be drawn from all annual (not fortnightly or monthly) up front memberships to the 24/7 gymnasium paid during the period 1 July to 31 August 2019;
- 2) authorise the Chief Executive Officer to draw the prize for the membership on 1 September 2019; and
- 3) The staff, Councillors and all community members are eligible to participate.

CARRIED 9/0

Reason: To provide an incentive for members to pay upfront and to authorise that employees and Councillors are eligible to win the prize.

9.4.4 Proposal to lease Level 1 Dalwallinu Discovery Centre

Report Date:	28 May 2019
Applicant:	Dalwallinu Haulage
File No:	A46202
Author:	Jean Knight, Chief Executive Officer
Senior Officer:	Jean Knight, Chief Executive Officer
Voting Requirements:	Simple Majority
Disclosure of Interest:	Nil
Attachments:	Correspondence from Dalwallinu Haulage

Purpose of Report

Council is requested to consider an offer from Dalwallinu Haulage to lease the entire area (Level 1) of the Dalwallinu Discovery Centre, 49-53 Johnston Street, Dalwallinu being the building on the land which is Lots 152 and 153 on Deposited Plan 229969, for a period of five (5) years with an option to renew the lease for a further five (5) years.

Background

Correspondence was received on 17 April 2019 from Dalwallinu Haulage submitting a proposal to lease the area for commercial offices space for a period of five (5) years for an amount of \$10,560 per annum (inc GST).

The proposed space to be leased was previously leased by Rabobank Australia. Their lease expired on 31 May 2018. This space has been vacant since that date.

The premises have been advertised for lease since it became vacant and no interest has been received until now.

Policy Requirements

Nil

Legislative Requirements

Local Government Act 1995

3.58. Disposing of property

(1) *In this section —*

dispose includes to sell, lease, or otherwise dispose of, whether absolutely or not;

property includes the whole or any part of the interest of a local government in property, but does not include money.

(2) *Except as stated in this section, a local government can only dispose of property to —*

(a) *the highest bidder at public auction; or*

(b) *the person who at public tender called by the local government makes what is, in the opinion of the local government, the most acceptable tender, whether or not it is the highest tender.*

- (3) *A local government can dispose of property other than under subsection (2) if, before agreeing to dispose of the property —*
- (a) *it gives local public notice of the proposed disposition —*
 - (i) *describing the property concerned; and*
 - (ii) *giving details of the proposed disposition; and*
 - (iii) *inviting submissions to be made to the local government before a date to be specified in the notice, being a date not less than 2 weeks after the notice is first given;*
 - and*
 - (b) *it considers any submissions made to it before the date specified in the notice and, if its decision is made by the council or a committee, the decision and the reasons for it are recorded in the minutes of the meeting at which the decision was made.*
- (4) *The details of a proposed disposition that are required by subsection (3)(a)(ii) include —*
- (a) *the names of all other parties concerned; and*
 - (b) *the consideration to be received by the local government for the disposition; and*
 - (c) *the market value of the disposition —*
 - (i) *as ascertained by a valuation carried out not more than 6 months before the proposed disposition; or*
 - (ii) *as declared by a resolution of the local government on the basis of a valuation carried out more than 6 months before the proposed disposition that the local government believes to be a true indication of the value at the time of the proposed disposition.*
- (5) *This section does not apply to —*
- (a) *a disposition of an interest in land under the Land Administration Act 1997 section 189 or 190; or*
 - (b) *a disposition of property in the course of carrying on a trading undertaking as defined in section 3.59; or*
 - (c) *anything that the local government provides to a particular person, for a fee or otherwise, in the performance of a function that it has under any written law; or*
 - (d) *any other disposition that is excluded by regulations from the application of this section.*

The Local Government (Functions & General) Regulations 1996 – Regulation 30

Dispositions of property excluded from Act s. 3.58

- (1) *A disposition that is described in this regulation as an exempt disposition is excluded from the application of section 3.58 of the Act.*
- (2) *A disposition of land is an exempt disposition if —*
- (a) *the land is disposed of to an owner of adjoining land (in this paragraph called the transferee) and —*

- (i) *its market value is less than \$5 000; and*
 - (ii) *the local government does not consider that ownership of the land would be of significant benefit to anyone other than the transferee;*
- or*
- (b) *the land is disposed of to a body, whether incorporated or not —*
 - (i) *the objects of which are of a charitable, benevolent, religious, cultural, educational, recreational, sporting or other like nature; and*
 - (ii) *the members of which are not entitled or permitted to receive any pecuniary profit from the body's transactions;*
- or*
- (c) *the land is disposed of to —*
 - (i) *the Crown in right of the State or the Commonwealth; or*
 - (ii) *a department, agency, or instrumentality of the Crown in right of the State or the Commonwealth; or*
 - (iii) *another local government or a regional local government;*
- or*
- (d) *it is the leasing of land to an employee of the local government for use as the employee's residence; or*
- (e) *it is the leasing of land for a period of less than 2 years during all or any of which time the lease does not give the lessee the exclusive use of the land; or*
- (f) *it is the leasing of land to a person registered under the Health Practitioner Regulation National Law (Western Australia) in the medical profession to be used for carrying on his or her medical practice; or*
- (g) *it is the leasing of residential property to a person.*
- (2a) *A disposition of property is an exempt disposition if the property is disposed of within 6 months after it has been —*
 - (a) *put out to the highest bidder at public auction, in accordance with section 3.58(2)(a) of the Act, but either no bid is made or any bid made does not reach a reserve price fixed by the local government; or*
 - (b) *the subject of a public tender process called by the local government, in accordance with section 3.58(2)(b) of the Act, but either no tender is received or any tender received is unacceptable; or*
 - (c) *the subject of Statewide public notice under section 3.59(4) of the Act, and if the business plan referred to in that notice described the property concerned and gave details of the proposed disposition including —*
 - (i) *the names of all other parties concerned; and*
 - (ii) *the consideration to be received by the local government for the disposition;*
 - and*
 - (iii) *the market value of the disposition as ascertained by a valuation carried out not more than 12 months before the proposed disposition.*

(2b) Details (see section 3.58(4) of the Act) of a disposition of property under subregulation (2a) must be made available for public inspection for at least 12 months from the initial auction or tender, as the case requires.

(3) A disposition of property other than land is an exempt disposition if —

(a) its market value is less than \$20 000; or

(b) the entire consideration received by the local government for the disposition is used to purchase other property, and where the total consideration for the other property is not more, or worth more, than \$75 000.

Sustainability Implications

Environment

Nil

Economic

It is important to ensure the facilities at the Dalwallinu Discovery Centre are utilised fully to maximise the revenue to be received.

Social

Nil

Financial Implications

There has been no allowance for income from the premises in the 2018-2019 budget.

As per Section 3.58 of the *Local Government Act 1995*, a valuation was obtained at a cost of \$1,200.

Comment

Level 1 of the Dalwallinu Discovery Centre has remained vacant since Rabobank vacated in May 2018. The premises have been advertised and until now there has been no interest.

The market value of the proposed lease for the premises has been valued at \$10,000 (ex GST) and outgoings.

The proposal is at least 50% less than what the previous tenant was paying and \$440 less than the valuation not including outgoings, however it is the Officer's recommendation to accept the proposal to ensure that the spaces within the Dalwallinu Discovery Centre are used.

As the premises are located on Crown Land, approval from the Minister of Lands is required as per the Management Order.

Officer Recommendation/Resolution

MOTION 9373

Moved Cr KM McNeill

Seconded Cr KL Carter

That Council:

1. Authorise the Chief Executive Officer to advise Dalwallinu Haulage that Council are willing to accept the offer of \$10,560.00 (inc GST), with annual CPI increases, for the 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 for a period of five (5) years with the option to renew for another five (5) years;
2. Direct the Chief Executive Officer to carry out the disposal as per the requirements of the *Local Government Act 1995*;
3. Subject to not receiving any public submissions, authorise the Chief Executive Officer to commence 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;
4. Subject to approval from the Minister of Lands, finalised 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. Authorise the Shire President and Chief Executive Officer to affix the Common Seal to any documents pertaining to the lease of the above.

CARRIED 8/1

Dalwallinu Haulage

17/04/2019

58 Johnston Street
Dalwallinu WA 6609

Shire of Dalwallinu

Dalwallinu Haulage would like to submit a lease for the commercial office space (the entire area level 1, including tea preparation area, landing and stairs) at the Dalwallinu Discovery Centre for a period of five years.

Dalwallinu Haulage proposed amount is \$10560.00 annually including GST.
For a lease term of five years with the first option to renew the lease for a further five years if successful.

Our proposed amount has been calculated based on our current commercial lease property in Dalwallinu, the above amount is more than double our current lease agreement on Johnston street Dalwallinu.

Sincerely,

Shannon Dawson

SHANNON DAWSON
OWNER/DIRECTOR
DALWALLINU HAULAGE
0429 922 592

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

PROCEDURAL MOTION 9374

Moved Cr NW Mills
Seconded Cr AR Dickins

That Council moves into a confidential session to discuss:

14.1. CONFIDENTIAL – Award of Tender – RFT 2019 -09 Sale of Surplus Plant & Equipment

and

14.2 CONFIDENTIAL: Award of Tender - RFT 2019-10 Sale of 3 Myers Street, Dalwallinu under the terms of the *Local Government Act 1995, Section 5.23(2)*:

- e. *a matter that if disclosed, would reveal –*
 (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.”-*

CARRIED 9/0

4.27pm Cr NW Mills declared a financial interest on Item 14.1 Confidential RFT 2019-09 Sale of Surplus Plant and Equipment and left the Council Chambers.

Mr P Calnan and Mrs BG Matias left the Council Chambers and did not return.

14.1 CONFIDENTIAL RFT2019-09 Sale of Surplus Plant and Equipment by Tender

Report Date:	28 May 2019
Applicant:	Shire of Dalwallinu
File Ref:	PS/9 – Plant & Equipment – Disposal
Previous Meeting Reference:	OCM 26 March 2019 (M9333)
Author:	Jean Knight, Chief Executive Officer
Senior Officer:	Jean Knight, Chief Executive Officer
Voting Requirements:	Simple Majority
Disclosure of Interest:	Nil
Attachments:	Tenders received

Officer Recommendation/Resolution

MOTION 9375

Moved Cr KL Carter
Seconded Cr AR Dickins

That Council:

1. Accept the offer of \$111,375.00 (inc GST) from Wimmera Farm for the purchase of the 2010 Caterpillar Grader;
2. Accept the offer of \$5,610.00 (inc GST) from Mr Kevin Jones for the purchase the 2008 Pig Trailer;

CARRIED 8/0

4.31pm Cr NW Mills returned to the Council Chambers.

14.2 CONFIDENTIAL: Award of Tender RFT2019-10 – Sale of 3 Myers Street, Dalwallinu

Report Date:	28 May 2019
Applicant:	Shire of Dalwallinu
File Ref:	FM/28 – Financial Management - Tendering
Previous Meeting Reference:	OCM – 26 March 2019 (Motion 9345)
Author:	Jean Knight, Chief Executive Officer
Senior Officer:	Jean Knight, Chief Executive Officer
Voting Requirements:	Simple Majority
Disclosure of Interest:	Nil
Attachments:	Nil

Officer Recommendation/Resolution

MOTION 9376

Moved Cr KL Carter
Seconded Cr KM McNeill

That Council:

1. Advise the Dalwallinu Community Op Shop Group that Council are willing to accept an offer of \$66,000 (inc GST) for the purchase of 3 Myers Street, Dalwallinu;
2. Subject to acceptance of the counter offer in Point 1 by Dalwallinu Community Op Shop Group, direct the Chief Executive Officer to carry out the disposal as per the requirements of the *Local Government Act 1995*;
3. Subject to not receiving any submissions to the proposal, authorise the Chief Executive Officer finalise the disposal of 3 Myers Street, Dalwallinu;
4. Authorise the Shire President and Chief Executive Officer to sign and affix the Common Seal to all documents pertaining to this disposal.

CARRIED 9/0

PROCEDURAL MOTION 9377

Moved Cr AD Carter
Seconded Cr KL Carter

That the meeting come from behind closed doors.

CARRIED 9/0

15 SCHEDULING OF MEETING

The next Ordinary Meeting of Council will be held on 25 June 2019 at Council Chambers, Dalwallinu commencing at 3.30pm.

16 CLOSURE

There being no further business, the Chairperson closed the meeting at 4.36pm.

17 CERTIFICATION

I, **Steven Clifford CARTER**, certify that the Minutes of the Ordinary Council meeting held on 28 May 2019, as shown on page numbers 1 to 200 were confirmed as a true record at the meeting held on 25 June 2019.

CHAIRPERSON

DATE