



# AGENDA

## ORDINARY COUNCIL MEETING



**20 November 2025**

Commencing at 4pm in the  
Shire of Wyalkatchem Council Chambers  
27 Flint Street, Wyalkatchem

## **NOTICE OF COUNCIL MEETING**

The next Ordinary Meeting of the Wyalkatchem Shire Council will be held on Thursday 20 November 2025 in the Council Chambers, 27 Flint Street Wyalkatchem, commencing at 4pm.

An Agenda for this meeting will be made available from the Shire Administration Office and on our website [www.wyalkatchem.wa.gov.au](http://www.wyalkatchem.wa.gov.au)

## **ORDER OF EVENTS**

**Thursday, 20 November 2025**

**4:00pm Ordinary Meeting of Council followed by refreshments.**

I have reviewed this agenda, I am aware of all recommendations made to Council, and I support each as presented.



**Ian McCabe**

**ACTING CHIEF EXECUTIVE OFFICER**

## **DISCLAIMER**

*No responsibility whatsoever is implied or accepted by the Shire of Wyalkatchem for any act, omission or statement or intimation occurring during this meeting. It is strongly advised that persons do not act on what is heard at this meeting and should only rely on written confirmation of Council's decisions, which will be provided within ten days of this meeting.*

## **DISCLOSURE OF INTEREST**

Councillors and staff are reminded of the requirements of section 5.65 of the *Local Government Act 1995*, to disclose any interest or perceived interest in any matter to be discussed during a meeting, and also the requirement to disclose any item affecting impartiality.

### Financial Interest:

Under section 5.60A of the *Local Government Act 1995*, a person is said to have a financial interest in a matter if it is reasonable to expect that the matter will, if dealt with by the Local Government in a particular way, result in a financial gain, loss, benefit or detriment for the person.

### Proximity Interest:

Under section 5.60B of the *Local Government Act 1995*, a person is said to have a proximity interest in a matter if the matter concerns a proposed change to a planning scheme affecting land that adjoins the person's land; a proposed change to the zoning or use of land that adjoins the person's land; or a proposed development of land that adjoins the person's land.

### Impartiality Interest:

As per the Shire of Wyalkatchem Code of Conduct for Council Members, Committee Members, and Candidates for Election, and to maintain transparency, it is important to disclose all interests, including impartiality interests which include interests arising from kinship, friendship and membership of associations. If it is possible that your vote on a matter may be perceived as impartial, you should disclose your interest. Having disclosed the interest, you may declare your objectivity on the matter, and remain in the Chamber, and chair, or move/second, speak and vote on the matter.

### Disclosing an Interest:

Disclosures must be made, in writing, to the Chief Executive Officer prior to the meeting, or prior to consideration of the item in which an interest exists.

If you disclose a Financial or Proximity Interest, you must leave the room while the matter is discussed and voted on. Only after a decision has been reached may you return to the meeting, at which time the Presiding Person will inform you of Council's decision on the matter.

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## **1. DECLARATION OF OPENING**

## **2. PUBLIC QUESTION TIME**

### **2.1. Response to Public Questions Previously Taken on Notice**

Response to a question taken on notice, ordinary meeting of council, 16 October 2025.

Ms Bruse: What are the plans for the derelict houses that have been moved onto the block adjacent to Shire Yards, on the main Road?

Dear Ms Bruse, thank you for this question. I've conducted a document and correspondence search in relation to this property and issue. I will have to observe some discretion in regard to privacy and legal matters but will endeavour to be as transparent as I can. The vacant land identified as Lot 420 Butlin Street Wyalkatchem is owned by an interstate party. The derelict houses located on the vacant land are owned by a commercial entity located in Western Australia. This issue has arisen in part because of an alleged disputed transaction between parties other than the local government. That dispute and the actions of the owner of the derelict houses relates to the period late 2023 to early 2024.

The interest of the local government relates to public health, amenity and proper use of the land. At this point, there is limited correspondence in the local government registers. I can confirm that the shire gained access to the property to conduct testing for asbestos. A report was provided to the shire in April 2024 and that report confirms the presence of Chrysotile and Amosite asbestos. The local government has written to the owner of the buildings making a number of requests and these do not appear to have been acted upon. The local government has sought legal advice and two directions hearings were scheduled in the State Administration Tribunal through legal representation, where the owner of these structures failed to appear. The State Administration Tribunal dismissed the claims of the applicant (the owner of the buildings) 'for want of a prosecution' on 10 May 2024. This referred to the likelihood that a prosecution would proceed. The shire did liaise with the Department of Water and Environmental Regulation and others and deferred to advice from those parties not to compromise possible prosecution by initiating action. Despite that, there is no evidence that a prosecution has occurred and it appears that the local government has not taken any action since mid-2024.

It is my intention to prepare advice for council. It is probable that this will include legal advice which would not be suitable for public distribution. However, I can assure you I will include reference to the situation in my CEO Report (as published in the council agenda) where I can. In the meantime, I will contact the owner of the land and seek advice from my environmental health officer and act on that advice. Should you wish to speak with me directly about any of the issues raised in relation to this matter, please contact me.

Ian McCabe

Acting Chief Executive Officer

6 November 2025

**2.2. Declaration of Public Question Time opened**

**2.3. Declaration of Public Question Time closed**

**3. ATTENDANCE, APOLOGIES, LEAVE OF ABSENCE**

**3.1. Attendance**

**3.2. Apologies**

**3.3. Approved Leave of Absence**

**3.4. Applications for Leave of Absence**

**4. OBITUARIES**

**5. PETITIONS, DEPUTATIONS, PRESENTATIONS**

**5.1. Petitions**

**5.2. Deputations**

**5.3. Presentations**

**6. DECLARATIONS OF INTEREST**

**6.1. Financial and Proximity Interest**

**6.2. Impartiality Interests**

**7. CONFIRMATION AND RECEIPT OF MINUTES**

**7.1. Confirmation of Minutes**

**7.1.1. Ordinary Council Meeting – 16 October 2025**

Minutes of the Shire of Wyalkatchem Ordinary Meeting held on Thursday 16 October 2025. (Attachment 7.1.1)

**VOTING REQUIREMENT**

Simple Majority

**OFFICER RECOMMENDATION:**

*That the minutes of the Shire of Wyalkatchem Ordinary Meeting of Council of Thursday 16 October 2025 (Attachment 7.1.1) be confirmed as a true and correct record.*



**MINUTES  
OF THE  
ORDINARY MEETING  
OF COUNCIL  
HELD ON**

**16 October 2025**

**Council Chambers**

**Honour Avenue**

**Wyalkatchem**

**Commencement: 4:05pm**

**Closure: 4:52pm**

### **Preface**

When the Chief Executive Officer approved these Minutes for distribution they are in essence “*Unconfirmed*” until the following Ordinary Meeting of Council, where the minutes will be confirmed subject to any amendments.

The “*Confirmed*” Minutes are then signed off by the Presiding Member.

### **Unconfirmed Minutes**

These unconfirmed minutes were approved for distribution on 21 October 2025.



Ian McCabe  
**Acting Chief Executive Officer**

ATTACHMENT

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ATTACHMENT



## **1. DECLARATION OF OPENING**

The Presiding Member, Cr Garner declared the meeting open at 4:05pm.

## **2. PUBLIC QUESTION TIME**

### **2.1. Response to Public Questions Previously Taken on Notice**

Three questions received from Susan Bruse.

- What progress has been made in acquiring the land adjacent to Police Station, to enable more Seniors Units to be built?

The Acting CEO responded to the question: I've held meetings with WA Police and the Department of Planning, Land and Heritage and agreement has been reached on the course of action to transfer title to the shire. This will take some months to complete due to planning regulation and government processes. However, permission has been given for survey and other work to prevent delay to the project.

- What are the future plans for the National Bank Building? The CEO responded that expressions of interest would soon be sought for use of the building.
- What are the plans for the derelict houses that have been moved onto the block adjacent to Shire Yards, on the main Road? The CEO took this question on notice and a response will be supplied in writing and included in the next agenda.

### **2.2. Declaration of Public Question Time opened**

Public Question Time opened at 4:06pm.

Sheryl Wood asked a question regarding the aesthetics of the community and verges. The Acting CEO acknowledged that Mrs Wood had written to the shire, and a written response will be given to her. The Acting CEO would make the following points: the shire has reiterated residents' responsibility for fuel load management on their property and placed notices to this effect. He also mentioned that ranger inspections will occur shortly and where infringements occur, residents will receive reminders and if necessary, infringement notices.

### **2.3. Declaration of Public Question Time closed**

Public Question Time closed at 4:17pm.

## **3. ATTENDANCE, APOLOGIES, LEAVE OF ABSENCE**

### **3.1. Attendance**

Cr Owen Garner	President and Presiding Member
Cr Christy Petchell	Deputy President
Cr Mischa Stratford	
Cr Christopher Loton	
Cr Tracy Dickson	
Cr Rod Lawson Kerr	
Cr Justin Begley	
Ian McCabe	Acting Chief Executive Officer
Claire Trenorden	Manager Corporate Services
Aldo Lamas	Manager Works
Maddison Sumpton	Governance Officer

**3.1. Visitors**

Susan Bruse  
Sheryl Wood  
Stephen Gamble

**3.2. Apologies**

Nil

**3.3. Approved Leave of Absence**

Nil

**3.4. Applications for Leave of Absence**

Nil

**4. OBITUARIES**

The President advised the following prior resident of Wyalkatchem had recently passed away:  
Phil Harvey

**5. PETITIONS, DEPUTATIONS, PRESENTATIONS**

**5.1. Petitions**

Nil

**5.2. Deputations**

Nil

**5.3. Presentations**

Nil

**6. DECLARATIONS OF INTEREST**

**6.1. Financial and Proximity Interest**

Nil

**6.2. Impartiality Interests**

Nil

**7. CONFIRMATION AND RECEIPT OF MINUTES**

**7.1. Confirmation of Minutes**

**7.1.1. Ordinary Council Meeting – 18 September 2025**

Minutes of the Shire of Wyalkatchem Ordinary Meeting held on Thursday 18 September 2025. (Attachment 7.1.1)

**VOTING REQUIREMENT**

Simple Majority

**OFFICER RECOMMENDATION:**

**(116/2025) Moved: Cr Petchell      Seconded: Cr Lawson Kerr**

*That the minutes of the Shire of Wyalkatchem Ordinary Meeting of Council of Thursday 18 September 2025 (Attachment 7.1.1) be confirmed as a true and correct record.*

**CARRIED 7/0**

***Voted for: Cr Petchell, Cr Lawson Kerr, Cr Begley, Cr Loton, Cr Stratford, Cr Garner, Cr Dickson***

**7.2. Receipt of Minutes**

**7.2.1. Audit and Risk Management Committee Meeting – 4 September 2025**

Minutes of the Shire of Wyalkatchem Audit and Risk Management Committee Meeting held on Thursday 4 September 2025. (Attachment 7.2.1)

**VOTING REQUIREMENT**

Simple Majority

**OFFICER RECOMMENDATION:**

**(117/2025) Moved: Cr Begley      Seconded: Cr Petchell**

*That the minutes of the Audit and Risk Management Committee Meeting held on Thursday 4 September 2025 (Attachment 7.2.1) be received by Council.*

***CARRIED 7/0***

***Voted for: Cr Petchell, Cr Lawson Kerr, Cr Begley, Cr Loton, Cr Stratford, Cr Garner, Cr Dickson***

**8. ANNOUNCEMENTS BY THE PRESIDING MEMBER WITHOUT DISCUSSION**

Cr Garner said thank you to all the councillors for the support he has received during his time on Council and supporting his decision to not re elect in order to spend time with family, and he wished everyone best of luck for the election on Saturday.

**9. MATTERS FOR WHICH THE MEETING MAY BE CLOSED**

Nil

## 10. REPORTS

### 10.1. CORPORATE AND COMMUNITY SERVICES

#### 10.1.1. ACCOUNTS FOR PAYMENT – SEPTEMBER 2025

Applicant:	Shire of Wyalkatchem
Location:	Shire of Wyalkatchem
Date:	1 October 2025
Reporting Officer:	Claire Trenorden, Manager Corporate Services
Disclosure of Interest:	No interest to disclose
File Number:	12.10.02
Attachment Reference:	Attachment 10.1.1 – Accounts for payment – September 2025

### SUMMARY

To provide the Council with a list of accounts paid by the Chief Executive Officer in accordance with delegated authority and for the Council to endorse the payments made for the prior month.

### BACKGROUND

The *Local Government (Financial Management) Regulations 1996, s13(1)*, requires that if a local government has delegated to the CEO its power to make payments from the municipal fund or the trust fund, a list of accounts paid by the CEO is to be prepared each month showing all payments since the last such list was prepared.

The council has delegated to the CEO (delegation number 1.2.25) the power to make payments from the municipal fund or trust fund.

### COMMENT

The payment listing for September 2025 is presented to the Council for their endorsement.

Bank Account	Payment Type	Last Number	First Number in the report
Municipal	Cheque	0	0
Municipal & Trust	EFT	EFT4717	EFT4650
Reserves	EFT	EFT	No Payments
DD	DD	DD4090.1	DD4061.1

### STATUTORY ENVIRONMENT

*Local Government (Financial Management) Regulations, S13.1*

### POLICY IMPLICATIONS

There are no direct policy implications in relation to this item.

### FINANCIAL IMPLICATIONS

Expenditure in accordance with the 2025/2026 Annual Budget.

### COMMUNITY & STRATEGIC OBJECTIVES

The matter before the Council generally accords with the Shire's desired outcome, as expressed in the revised Shire of Wyalkatchem Strategic Community Plan.

<b>Pillar 4 Civic Leadership</b>	<b>Statement of Strategic Outcome:</b> We lead with accountability, connection and openness through best-practice systems, policies and financial controls
<b>Goal No.</b>	<b>GOAL 11.</b> High standard of governance
11.3	Ongoing long term financial planning and transparent financial management

#### **VOTING REQUIREMENT**

Simple Majority

#### **OFFICER'S RECOMMENDATION**

**(118/2025) Moved: Cr Dickson      Seconded: Cr Lawson Kerr**

***That Council endorse the total payments for the month of August 2025 being \$345,099.64 which comprised of:***

- 1. Cheque payments in the Municipal Fund totalling \$0.00;***
- 2. Electronic Funds Transfer (EFT) payments in the Municipal Fund totalling \$322,442.75;***
- 3. Direct Debit (DD) payments in the Municipal Fund totalling \$22,656.89***

***CARRIED 7/0***

***Voted for: Cr Petchell, Cr Lawson Kerr, Cr Begley, Cr Loton, Cr Stratford, Cr Garner, Cr Dickson***

#### 10.1.2. ACCOUNTS FOR PAYMENT – CREDIT CARDS – AUGUST 2025

Applicant:	Shire of Wyalkatchem
Location:	Shire of Wyalkatchem
Date:	01 October 2025
Reporting Officer:	Glenn Bradly, Finance Officer
Disclosure of Interest:	No interest to disclose
File Number:	File Ref: 12.10.02
Attachment Reference:	Attachment 10.1.2 – Credit Card – August 2025

#### BACKGROUND

Council governance procedures require the endorsement of credit card payments at each OMC. The attached credit card payment report has been reviewed by the Manager of Corporate Services and the CEO.

#### STATUTORY ENVIRONMENT

*Local Government Act 1995, Part 6 – Financial Management s.6.4*

*Local Government (Financial Management) Regulations 1996, R34*

#### POLICY IMPLICATIONS

Policy Number 2.1 – Purchasing Policy.

Policy Number 2.3 – Credit Card Policy.

#### FINANCIAL IMPLICATIONS

Nil. Reported expenditure is assessed by management as being consistent with the FY25 -26 Annual Budget.

#### COMMUNITY & STRATEGIC OBJECTIVES

The matter before the Council generally accords with the Shire's desired outcome, as expressed in the revised Shire of Wyalkatchem Strategic Community Plan.

<b>Pillar 4 Civic Leadership</b>	<b>Statement of Strategic Outcome:</b> We lead with accountability, connection and openness through best-practice systems, policies and financial controls
<b>Goal No.</b>	<b>GOAL 11.</b> High standard of governance
11.3	Ongoing long term financial planning and transparent financial management

**VOTING REQUIREMENT**

Simple Majority

**OFFICER'S RECOMMENDATION**

***(119/2025) Moved: Cr Begley                      Seconded: Cr Petchell***

***That Council endorse credit card payments for the period 30 July 2025 to 28 August 2025, totalling \$370.34. (refer to attachment 10.1.2).***

***CARRIED 7/0***

***Voted for: Cr Petchell, Cr Lawson Kerr, Cr Begley, Cr Loton, Cr Stratford, Cr Garner, Cr Dickson***

**ATTACHMENT**

### 10.1.3. MONTHLY FINANCIAL REPORTS – SEPTEMBER 2025

Applicant:	Shire of Wyalkatchem
Location:	Shire of Wyalkatchem
Date:	8 October 2025
Reporting Officer:	Claire Trenorden, MCS
Disclosure of Interest:	No interest to disclose
File Number:	25.08
Attachment Reference:	Attachment 10.1.3 – Monthly Financial Report September 2025

#### BACKGROUND

The *Local Government (Financial Management) Regulations 34* requires a local government to prepare a monthly financial statement that reports on actual revenue and expenditure against the annual budget prepared under regulation 22(1) (d).

Council has adopted a material variance on 10% or \$10,000 whichever is the greater.

#### COMMENT

The attached reports includes:

- Statement of Financial Activity by Program (p.3)
- Statement of Financial Activity by Nature and Type (p.4)

The statements provide details of the Shire's operations on an actual year to date basis.

These statements and Notes 1 (p.5) and 2 (p.6) are statutory requirements and must be presented to Council.

The remaining notes all relate to the Statements of Financial Activity.

#### STATUTORY ENVIRONMENT

*Local Government Act 1995, Part 6 – Financial Management S6.4*

*Local Government (Financial Management) Regulations, R34*

#### POLICY IMPLICATIONS

There are no direct policy implications in relation to this item.

#### FINANCIAL IMPLICATIONS

##### September 2025

Total Cash Available as at 30 September 2025 is \$6,048,938;

- cash available is made up of unrestricted cash \$2,514,079 (41.56%) and
- restricted cash \$3,534,859 (58.44%).

Rates Debtors balance as at 30 September 2025 is \$601,942 and Rates Notices for 2025-26 were issued in August 2025. Rates collected as at end of September were \$995,890 - 62%.

**September 2025:** Operating Revenue – Operating revenue of \$2,236,657 is made up of Rates - 70%, Grants - 22%, Fees and Charges - 7% and other – 1%.

Operating Expenses – Operating expenses of \$1,564,525 is made of Employee Costs – 24%, Materials and Contracts – 23%, Depreciation – 44%, Insurance – 8% and Utility – 1%.

#### COMMUNITY & STRATEGIC OBJECTIVES

The matter before the Council generally accords with the Shire's desired outcome, as expressed in the revised Shire of Wyalkatchem Strategic Community Plan.



<b>Pillar 4 Civic Leadership</b>	<b>Statement of Strategic Outcome:</b> We lead with accountability, connection and openness through best-practice systems, policies and financial controls
<b>Goal No.</b>	<b>GOAL 11.</b> High standard of governance
11.3	Ongoing long term financial planning and transparent financial management

#### **VOTING REQUIREMENT**

Simple Majority

#### **OFFICER'S RECOMMENDATION**

*(120/2025) Moved: Cr Loton*

*Seconded: Cr Dickson*

*That Council accepts the Statements of Financial Activity for the months ending 30 September 2025 (refer attachment 10.1.3).*

**CARRIED 7/0**

*Voted for: Cr Petchell, Cr Lawson Kerr, Cr Begley, Cr Loton, Cr Stratford, Cr Garner, Cr Dickson*

**ATTACHMENT**

**10.2. WORKS AND SERVICES**

**10.2.1. WORKS OFFICER'S REPORT OCTOBER 2025**

Applicant:	Shire of Wyalkatchem
Location:	Shire of Wyalkatchem
Date:	01 October 2025
Reporting Officer:	Aldo Lamas – Works Manager
Disclosure of Interest:	No interest to disclose
File Number:	
Attachment Reference:	Nil

**BACKGROUND**

To inform Council of the activities of the Works and Services team during the month of September/October 2025.

**OVERVIEW**

**SUMMARY - ROADS / TOWN/ BUILDINGS**

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**GRANTS / FUNDING APPLICATIONS**

We have successfully completed and lodged the funding application under Safer Local Roads and Infrastructure Program (**SLRIP**) **Tranche 4**. The submission aligns with the program's objectives to improve regional road safety and infrastructure resilience.

The project will involve widening approximately 3.7 kilometres of Elsegood Road SLK 0.10 to 3.84, between Wyalkatchem Koorda Rd and Lackman Rd. Additionally, one intersection will be widened and sealed to support heavy vehicle access.

**LOCAL BICYCLE AND FOOTPATH PLAN**

The Shire is currently developing a Local Bicycle and Footpath Plan aimed at enhancing active transport options and improving connectivity throughout the community. This initiative supports the goals outlined in both the Disability Access and Inclusion Plan 2020–2025 and the Strategic Community Plan 2024–2034.

The Plan will provide a framework to ensure that people with disabilities and others facing access challenges can continue to engage with Council and navigate all areas of the Shire's operations safely and inclusively. It reflects the Shire's ongoing commitment to creating a more accessible, connected, and liveable community for all residents.

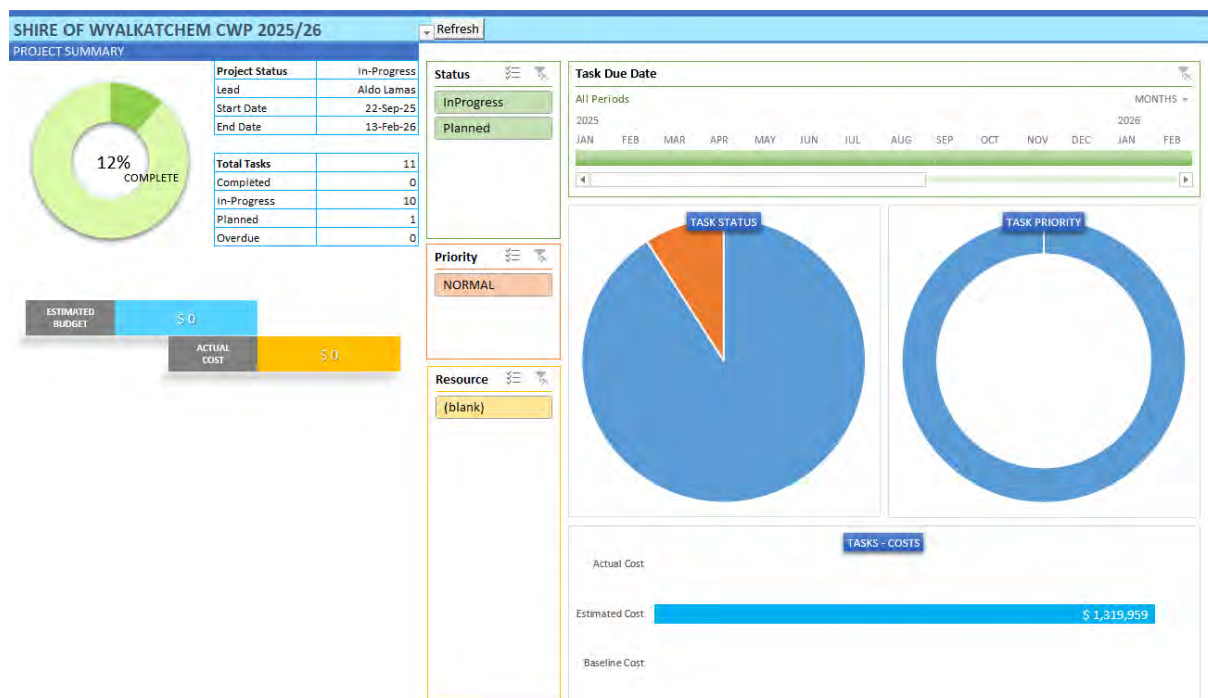
**CAPITAL WORKS PROGRAM**

The procurement process has commenced for all our capital works projects. We are currently in the **review phase**, assessing submissions and progressing toward **contract awards**. Scheduling of works is also underway to ensure alignment with project timelines and resource availability.

**2025/2026 Wheatbelt Secondary Freight Route (WSFN) - Wyalkatchem–Koorda Road – Development**

- The vegetation management assessment has been completed (no clearing application is required). Verge mulching works (assessed as within exemptions) is to be undertaken as part of the road construction works.
- The feature survey and design has been completed and is awaiting finalisation.
- The geotechnical investigation is to be completed.

- Cost Estimate and cost evidence documents for the 2026/27 WSFN Project for Wyalkatchem Koorda Road from SLK 0.02 to 4.40. has been submitted to WSFN.



SHIRE OF WYALKATCHEM CWP 2025/26					
Project Lead: Aldo Lamas					
Project Budget: Estimated: \$0.00   Baseline: \$0.00   Task Cost: Estimated: \$1,319,959.00   Baseline: \$0.00   Actual: \$0.00					
WBS	Task	Start	Finish	Duration	% Complete
1	INFRASTRUCTURE - ROADS	Mon 22-Sep-25	Fri 16-Jan-26	169	20%
1.1	Wyalkatchem North Rd - SLK 6.91 to 8.40	Mon 22-Sep-25	Fri 12-Dec-25	60	17%
1.2	Wyalkatchem Koorda Rd - Development Project - Design	Mon 22-Sep-25	Mon 15-Dec-25	61	70%
1.3	Old Nalkain Rd - Re-sheet - SLK (0.25 to 1.00, 3.68 to 4.1	Tue 28-Oct-25	Tue 18-Nov-25	16	5%
1.4	Goldfields Rd - Re-sheet - SLK 8.54 to 9.82 - 1.28km	Wed 19-Nov-25	Wed 10-Dec-25	16	5%
1.5	Parson Rd - Re-sheet - SLK (8.92 to 9.24, 9.56 to 10.25, 11	Thu 11-Dec-25	Fri 16-Jan-26	16	5%
2	INFRASTRUCTURE - FOOTPATH	Mon 03-Nov-25	Fri 07-Nov-25	5	5%
2.1	Footpath Construction Town Hall (Honour Ave) to Men's	Mon 03-Nov-25	Fri 07-Nov-25	5	5%
3	INFRASTRUCTURE - DRAINAGE	Mon 20-Oct-25	Fri 06-Feb-26	41	5%
3.1	4 X Culvert Replacement (McNee Rd, Parson Rd)	Thu 11-Dec-25	Fri 30-Jan-26	26	5%
3.2	Installation of Floodway Lackman Rd (Holdsworth Rd & I	Mon 02-Feb-26	Fri 06-Feb-26	5	5%
3.3	Davies Road - Culvert Works - SLK 20.47	Mon 20-Oct-25	Fri 31-Oct-25	10	5%
4	INFRASTRUCTURE - OTHER	Mon 01-Dec-25	Fri 13-Feb-26	15	3%
4.1	Swimming Pool Changerooms - Roof Cover	Mon 01-Dec-25	Fri 05-Dec-25	5	5%
4.2	Wheatbelt Way Rail Trail	Mon 02-Feb-26	Fri 13-Feb-26	10	0%

## ROAD MAINTENANCE PROGRAM

- Grading Maintenance:**  
During the month of September, the Works Crew completed grading on the following roads to improve surface conditions and ensure safe access:
  - Old Nalkain Rd
  - Davies Rd
  - Davies Rd South

- Ross Rd
- Borgward Rd
- Cox Rd
- Metcalf Rd
- Benjaberring-Hindmarch Rd
- Hennessey Rd
- Depierres Rd
- Mcpherson Rd
- Pulford Rd
- Hoben Rd
- Jackson Rd
- Bruce Rd

▪ **Refuse Site:**

Routine weekly maintenance continued at the Refuse Site throughout the month. In preparation for the upcoming fire season, green waste was safely burnt as part of a **fire hazard reduction**, helping to minimise risk and maintain site safety.

▪ **Culvert Works:**

Temporary repair works have been completed by the road crew at the culvert located on Davies Road, approximately 900 metres from the Yorkrakine West Road intersection. As a safety measure, the road has been reduced to one lane, with advisory and regulatory signage installed to manage traffic flow.

We are currently awaiting confirmation from the contractor, with the aim to commence culvert replacement works in the second or third week of October, subject to scheduling and availability.

[Refer to Photographs in Attachment A](#)

## **PARKS AND GARDENS**

▪ **Railway Terrace Paving Repairs:**

The Town crew has been actively lifting and repairing sections of paving along Railway Terrace that have subsided over time due to ground movement and general wear. These maintenance works are aimed at enhancing pedestrian safety in the area.

▪ **Transfer Station Access Upgrade:**

A new cracker dust road has been installed at the Transfer Station near the aerodrome, providing reliable all-weather access for St John Ambulance vehicles—particularly beneficial during the winter months.

▪ **Oval Renovations Post-Rodeo:**

Following the conclusion of the Rodeo, oval renovations have commenced. These include verti-draining, topdressing, and the application of insecticides and herbicides to support turf health and longevity. Targeted spraying to eliminate kikuyu grass between the turf wickets is ongoing and will continue as needed to maintain optimal playing conditions. The oval's reticulation system has also been tested, repaired, and raised in preparation for the upcoming summer season.

▪ **Public Space Maintenance:**

Additionally, insecticide and herbicide treatments have been carried out at both the Shire swimming pool and the Admin Park to ensure safe and well-maintained public spaces.

## Refer to Photographs in Attachment B

### WORK HEALTH AND SAFETY

The Works Crew recently attended a toolbox meeting at the Shire Depot, facilitated by Steve Taylor from Prompt Safety Solutions. The session focused on key operational and safety topics relevant to daily field activities.

#### Topics Discussed:

- Use of Shire Vehicles: Emphasis on responsible operation, maintenance protocols, and adherence to Shire policies.
- Bogged Machinery and Equipment Recovery: Procedures for safe retrieval and recovery of bogged equipment, including risk assessment, appropriate use of recovery gear, and communication protocols.
- Take 5 Safety Checklist: Proactive tool used to help workers identify and manage risks before starting any task. It encourages a brief pause, literally five minutes to think through potential hazards and ensure the job can be done safely.

These discussions reinforce the Shire's commitment to workplace safety, operational efficiency, and continuous improvement in field practices.

### STAFF UPDATE

In September, the Shire farewelled a valued member of the Town Crew who had served the community for four years. To acknowledge his contribution, Shire staff and councillors hosted a BBQ at the Depot, expressing their appreciation and best wishes for his future endeavours.

In October Works Manager attended to the Wheatbelt North Regional Road Group Meeting held at Northam.

The Dowerin Work Camp continues to maintain a strong and productive partnership with the Shire of Wyalkatchem. Their ongoing support significantly enhances our operational capacity and remains a highly valued asset to the team.

### STATUTORY ENVIRONMENT

There are no statutory environment implications in relation to this item.

### POLICY IMPLICATIONS

There are no direct policy implications in relation to this item.

### FINANCIAL IMPLICATIONS

There are some financial implications in relation to this item and they are reflected in the report.

## COMMUNITY AND STRATEGIC OBJECTIVES

The matter before the Council generally accords with the Shire's desired outcome, as expressed in the revised Shire of Wyalkatchem Strategic Community Plan.

<b>Pillar 1 Economy</b>	<b>Statement of Strategic Outcome:</b> Local industry is sustained and can expand with critical and enabling infrastructure. The visitor economy diversifies our local economy and we enhance our community profile.
<b>Goal No.</b>	<b>GOAL 1.</b> Our transport network responds to the accessibility and connectivity needs of all
1.2	Deliver the Wheatbelt Secondary Freight Network Program
1.3	Participate in the Regional Road Group
<b>Pillar 2 Community</b>	<b>Statement of Strategic Outcome:</b> Our community is inclusive, it is a place where people feel valued and have access to opportunities to build their own capacity, lead healthy lifestyles and stay connected.
<b>Goal No.</b>	<b>GOAL 5.</b> A safe and healthy community for all ages
5.9	Upgrade facilities and equipment at the Wyalkatchem Swimming Pool

## VOTING REQUIREMENT

Simple Majority

## OFFICER'S RECOMMENDATION

**(121/2025) Moved: Cr Stratford**

**Seconded: Cr Lawson Kerr**

**That Council receives the Works Manager's report.**

**CARRIED 7/0**

**Voted for: Cr Petchell, Cr Lawson Kerr, Cr Begley, Cr Loton, Cr Stratford, Cr Garner, Cr Dickson**



### Attachment A



Photo: Traffic Management Set-up In place

### Attachment B



ATTACHMENT



*Photo: Railway Terrace - Brick Paving Footpath*



*Photo: Transfer Station located at the aerodrome.*



## 10.2.2. WORKS MANAGER'S CAPITAL WORKS BUDGET AMENDMENT

Applicant:	Shire of Wyalkatchem
Location:	Shire of Wyalkatchem
Date:	01 October 2025
Reporting Officer:	Aldo Lamas – Works Manager
Disclosure of Interest:	No interest to disclose
File Number:	
Attachment Reference:	Nil

### SUMMARY

Council to consider varying the budget allocated under other infrastructure – Footpath additions Which involve the construction of 2m wide concrete footpath, 3 pedestrian ramps from Town Hall (Honour Ave) to the Men's Shed (Gamble St Intersection).

### BACKGROUND

As part of this financial year's capital works program, there is a budget of \$35,000 allocated to complete the footpath works from Town Hall (Honour Ave) to the Men's Shed (Gamble St Intersection). After conducting a revised estimate and requesting a formal quotation as per purchasing policy we identify that for us to complete the scope of works approved in the capital works program we will required an increase in the budget.

### COMMENT

The recommended budget amendment is to increase the capital expenditure of other infrastructure – Footpath additions from Town Hall (Honour Ave) to the Men's Shed (Gamble St Intersection) by 22.1%.

Income/Expense/Other	Description	Adopted Budget	Proposed amended budget	Variance Increase/(Decrease) in funding position	Comment
Capital Expenditure	Other infrastructure - Footpath additions	\$35,000	\$42,735	\$7,735	See Above

### STATUTORY ENVIRONMENT

Local Government (Financial Management) Regulations, 33A. Review of budget

### POLICY IMPLICATIONS

There are no direct policy implications in relation to this item.

### FINANCIAL IMPLICATIONS

Budget amendment 2025/26 - Other infrastructure - Footpath additions.

### COMMUNITY AND STRATEGIC OBJECTIVES

The matter before the Council generally accords with the Shire's desired outcome, as expressed in the revised Shire of Wyalkatchem Strategic Community Plan.

<b>Pillar 4 Civic Leadership</b>	<b>Statement of Strategic Outcome:</b> We lead with accountability, connection and openness through best-practice systems, policies and financial controls
<b>Goal No.</b>	<b>GOAL 11.</b> High standard of governance
<b>11.3</b>	Ongoing long term financial planning and transparent financial management

#### **VOTING REQUIREMENT**

Absolute Majority

#### **OFFICER'S RECOMMENDATION**

*(122/2025) Moved: Cr Lawson Kerr*

*Seconded: Cr Begley*

*That Council approves the Budget amendment 2025/26 - Other infrastructure - Footpath additions to the increased amount of \$42,735.*

**CARRIED 7/0**

*Voted for: Cr Petchell, Cr Lawson Kerr, Cr Begley, Cr Loton, Cr Stratford, Cr Garner, Cr Dickson*

**ATTACHMENT**

**10.3. GOVERNANCE AND COMPLIANCE**

**10.3.1. CHIEF EXECUTIVE OFFICER'S REPORT**

Applicant:	Not Applicable
Location:	Whole of District
Date:	9 September 2025
Reporting Officer:	Ian McCabe, Acting Chief Executive Officer
Disclosure of Interest:	No interest to declare
File Number:	13.05.01
Attachment Reference:	NIL

**BACKGROUND**

This report is prepared by the Acting CEO to inform Council and the Community about CEO activities and responsibilities, including progress against published plans and agreed performance criteria.

**COMMENT**

This report is for the period 10 September 2025 to 8 October 2025.

The Manager of Works Mr Aldo Lamas commenced 15 September.

There was a public holiday 29 September for King's Birthday.

The focus in the past month has been the recruitment by council of a nominal CEO; the local government election; compliance activities (audit, annual report); staffing matters (recruitment, development); land management (debt management and recovery; title status and valuation); financial and strategic planning; business management of the local government.

Council met in confidential workshop 18 September (elected member matters); and as Audit and Risk Committee 18 September. Councillors Stratford, Dickson, Begley, Lawson-Kerr and Loton attended the annual conference of the West Australian Local Government Association (WALGA), 22 to 24 September, which included an annual general meeting of the association. Council met in confidential workshop 2 October to review matters related to CEO Recruitment.

This agenda and ordinary meeting of council is the last formal function of Council prior to the local government election of 18 October. Three serving councillors have re-nominated (Cr's Petchell, Loton and Lawson-Kerr) and I thank them for their service as they head into the election; and the President Cr Owen Garner is retiring after 12 years as a councillor. On behalf of the community, his council colleagues and all shire staff, I'd like to wish him and his family well for the time ahead and thank him sincerely for his service to Wyalkatchem. Importantly, we should acknowledge the significant role and support of his family in his time as a councillor. Thank you all.

**Key Meetings 10 September 2025 to 8 October 2025**

15 September at Nungarin, meeting of North-Eastern Wheatbelt Region of Councils (NEWROC) Executive (member local government CEO's).

16 September, meetings with individual elected members.

17 September, Returning Officer, local government election; CEO chaired a meeting of the Local Emergency Management Committee (LEMC), which was well attended and the first meeting since March 2024. The goal is to finalise the Local Emergency Management arrangements (LEMA) and meet again 22 October.

18 September: Council workshop; Audit and Risk Committee.

19 September: Regional Road Sub-Group (online).

22 and 23 September: WALGA Conference. The Acting CEO, with Cr Stratford, attended a general meeting of Home and Central East Aged Care Alliance Inc. (CEACA), in Perth.

The Acting CEO met with the Director-General, Department of Housing and raised matters related to Department of Communities housing stock including availability, maintenance, developing regional capacity to participate in maintenance (through commercial enterprises, development of qualified trades, partnerships with local governments), and the renewal of properties. The Acting CEO also attended the WALGA AGM.

25 September: Western Power, future transmission readiness.

2 October: Councillor workshop to review material related to independent person on selection panel; the make-up of the selection panel; CEO recruitment consultant; CEO selection criteria; CEO Application Package. Many of these matters will be addressed in this agenda.

7 October: with Manager of Works, meeting with the regional Risk Co-Ordinator, Local Government (Mutual) Indemnity Scheme (LGIS), the insurer for the Shire of Wyalkatchem. Safety is a key focus of the local government and management reviewed areas of interest with the advisor. In addition, the shire is pursuing (safety) accreditation as a Tier 1 Workplace.

#### **Key Activities 10 September 2025 to 8 October 2025**

- Onboarding of Manager of Works, Mr Aldo Lamas. Aldo has made a quick start to reviewing and improving several works programmes and has demonstrated his attention to detail and excellent people skills.
- Wylie Weekly publications, website and social media management, liaising with community and external agencies, other information distribution.
- Liaising with governments on various matters.
- Managing election processes.
- Preparation of annual report.
- Planning matters, bush fire prone areas.
- Termination of legacy consulting arrangements.
- Conducting quotation process for property valuations; lease negotiation.
- Preparation of quotation brief for recruiters, CEO Recruitment; preparation for and conduct of the workshop with councillors, CEO Recruitment.
- Continued review of emergency management arrangements.
- Information management, record-keeping, removing subscriptions.
- Review of 2025/26 budget arrangements for workforce planning. At this point in time, the Acting CEO has set full-time equivalents in line with the previous financial year. This will

result in savings against the approved budget. Workforce Planning and council budget review will make a further assessment early in 2026.

- Recruitment activities.
- Forward planning; various matters related to strategic planning, council calendar and operations.
- Land management matters related to CEACA.
- Various protracted matters related to delinquent debt including records, debt management, land management.
- Various matters related to operations, management of staff, financial processes, workplace health and safety, community relations, governance and the daily management of the business.

### **Progress Against Key Plans**

The Acting CEO commenced 10 July 2025 (13 weeks at the time of writing) and the Strategic Community Plan has been reviewed with council in workshop.

Council resolutions have strengthened the focus on housing and set in motion the development of a formal housing strategy and more concrete delivery plans; the Corporate Business Plan has been separated from the community plan and will be further developed with a long-term financial plan to enable the development of future strategies and re-focus on the delivery of projects; and key policies have been revised, a process that will continue to underpin other initiatives.

The budget as passed will be reviewed early 2026 in the light of strategic planning development (workforce planning, long term planning) in preparation for the 2026/27 budget. In the meantime, opportunities will be pursued to make savings and improve on delivery of outcomes.

Key recruiting has occurred to fill long-standing vacancies and support service delivery and improvement. Workforce planning will form part of the preparation for the next year's budget and future planning.

Regular status reporting and a risk management report will form part of the council agenda in the coming months.

### **Performance Criteria**

As a temporary CEO, there is no requirement for Key Performance Indicators. However, the Acting CEO proposed a performance framework to assist council and the acting CEO in pursuit of organisational performance and improvement. The outgoing Council will be requested to complete an assessment prior to leaving office. This will inform workshop discussions with the incoming council.

### **STATUTORY ENVIRONMENT**

Section 5.41 details the role of the (Acting) Chief Executive Officer:

### **POLICY IMPLICATIONS**

There is no policy directly relevant to this report.

## **FINANCIAL IMPLICATIONS**

There is no direct financial implication to this report. The Acting CEO seeks to add value to Council Decisions and maximise community benefit of operations and project outcomes.

## **RISK IMPLICATIONS**

There is no direct risk implication to this report.

## **COMMUNITY AND STRATEGIC OBJECTIVES**

All areas of the Strategic Community Plan are relevant to this report. The Acting CEO is actively examining opportunities for progress against the Plan.

### **5.41. Role of CEO**

- (1) The CEO, as the local government's chief executive officer, is responsible for managing the local government's administration and operations.
- (2) The CEO's executive role includes the following —
  - (a) causing council decisions to be implemented;
  - (b) managing the provision of services and facilities that the council has determined the local government is to provide in the district;
  - (c) determining procedures and systems for —
    - (i) implementing the local government's policies as determined by the council; and
    - (ii) otherwise managing the local government's administration and operations;
  - (d) being responsible for the employment, management, supervision, direction and dismissal of other employees  
  
(subject to section 5.37(2) in relation to senior employees);
  - (e) ensuring that records and documents of the local government are properly kept for the purposes of this Act and any other written law.
- (3) The CEO is the council's principal advisor and, as such, does the following —
  - (a) advises, and procures advice for, the council in relation to the local government's affairs and the performance of the local government's functions;
  - (b) ensures that the council has the information and advice it needs to make informed and timely decisions.
- (4) The CEO —
  - (a) liaises with the mayor or president on the local government's affairs and the performance of the local government's functions; and
  - (b) speaks on behalf of the local government if the mayor or president agrees.
- (5) The CEO performs any other function specified or delegated by the local government or imposed under this Act or another written law as a function to be performed by the CEO.

**VOTING REQUIREMENT**

Simple Majority

**OFFICER'S RECOMMENDATION**

**(123/2025) Moved: Cr Lawson Kerr**

**Seconded: Cr Stratford**

***That Council:***

- 1. Accept the Acting Chief Executive Officer's Report as presented.***

***CARRIED 7/0***

***Voted for: Cr Petchell, Cr Lawson Kerr, Cr Begley, Cr Loton, Cr Stratford, Cr Garner, Cr Dickson***

**ATTACHMENT**

### 10.3.2. APPOINTMENT OF CEO SELECTION PANEL

Applicant:	Not Applicable
Location:	Not Applicable
Date:	9 October 2025
Reporting Officer:	Ian McCabe Acting Chief Executive Officer
Disclosure of Interest:	No interest to disclose
File Number:	22.23.7
Attachment Reference:	1. Policy 5.24: Adopted Standards for CEO Recruitment, Performance and Termination Policy.

#### BACKGROUND

The Adopted Standards for CEO Recruitment, Performance and Termination Policy (Schedule 2 — Model standards for CEO recruitment, performance and termination [Local Government Act 1995 s. 5.39A and Local Government (Administration) Regulations 1996 r.18FA]) sets out what is required for a compliant CEO Recruitment process. Refer Attachment 1.

Division 2 addresses CEO Recruitment and the policy at 8. speaks to the Establishment of (a) Selection Panel for employment of CEO; this mentions also at (1) and (3)(b) the engagement of an independent person.

#### COMMENT

The Adopted Standards sets out at Division 2, section 2, paragraph 2, that 'the local government must establish a selection panel to conduct the recruitment and selection process for the employment of a person in the position of CEO.

Further, the standard (as determined by legislation), that: '(3) The selection panel must comprise  
(a) council members (the number of which must be determined by the local government); and  
(b) at least 1 independent person.'

The involvement of the whole of council in the process ensures a collective decision and collective responsibility. The Adopted Standard provides guidance to the Panel in regard to its conduct and processes, which are also subject to the Code of Conduct for Elected Members, Committee Members and Candidates.

The Adopted Standard further advises that the independent person means a person other than any of the following —

- (a) a council member;
- (b) an employee of the local government;
- (c) a human resources consultant engaged by the local government.

Mr David Holdsworth is a well-respected businessman and member of this community, a Freeman of the Shire and former councillor and deputy President. Mr Holdsworth has significant experience in the recruitment of local government CEOs, and the demands and expectations associated with the role of councillor, as well as the executive leading the administration. As such he has a strong appreciation of local government and manifest interest in the success of the community and local government.



This item meets the requirements of the Adopted Standard by determining the number of councillors who will comprise the selection panel; and by appointing an independent member of the panel who meets the criteria.

#### **STATUTORY ENVIRONMENT**

Section 5.39A Local Government Act 1995 (in particular); Schedule 2, Division 2 Local Government (Administration) Regulations 1996.

#### **POLICY IMPLICATIONS**

Policy 5.24 Adopted Standards for CEO Recruitment, Performance and Termination is the primary guidance in this instance. The Department of Local Government has also created an Operational Guideline which expands on the regulations. In addition, the West Australian Local Government Association (WALGA) has produced a guide for Local Government Councils which provides detail about each component of the recruitment process.

#### **FINANCIAL IMPLICATIONS**

There is no direct financial implication to this item.

#### **RISK IMPLICATIONS**

Risk is the effect of uncertainty on meeting business objectives. This item provides for reduced uncertainty by setting business objectives and making them known.

#### **COMMUNITY AND STRATEGIC OBJECTIVES**

Strategic Community Plan, Goal 11: (Provide a) High Standard of Governance.

#### **VOTING REQUIREMENT**

Simple Majority

#### **OFFICER'S RECOMMENDATION**

*(124/2025) Moved: Cr Dickson*

*Seconded: Cr Begley*

*That Council:*

- 1. Resolve to establish a Selection Panel for the purpose of conducting the recruitment and selection process for the employment of a person in the position of CEO; and,*
- 2. Resolve to make all elected members of Council be also members of the CEO Selection Panel; and,*
- 3. Approve the appointment of Mr David Holdsworth as the independent member of the Selection Panel and request the Acting CEO provide Mr Holdsworth with a Letter of Appointment, expressing council's appreciation for his participation; and,*
- 4. Request the Acting CEO provide administrative support to the Selection Panel as may be required.*

**CARRIED 7/0**

***Voted for: Cr Petchell, Cr Lawson Kerr, Cr Begley, Cr Loton, Cr Stratford, Cr Garner, Cr Dickson***

### 10.3.3. APPOINTMENT OF HR CONSULTANT, CEO RECRUITMENT

Applicant:	Not Applicable
Location:	Not Applicable
Date:	9 October 2025
Reporting Officer:	Ian McCabe Acting Chief Executive Officer
Disclosure of Interest:	No interest to disclose
File Number:	22.23.2
Attachment Reference:	1. Policy 5.24: Adopted Standards for CEO Recruitment, Performance and Termination Policy. <b>Confidential Attachments:</b> 2. Shire of Wyalkatchem Request Summary 3. Matrix of Submissions 4. – 12. Individual submissions by consultants (nine).

#### BACKGROUND

The Adopted Standards for CEO Recruitment, Performance and Termination Policy (Schedule 2 — Model standards for CEO recruitment, performance and termination [Local Government Act 1995 s. 5.39A and Local Government (Administration) Regulations 1996 r.18FA]) sets out what is required for a compliant CEO Recruitment process. Refer Attachment 1.

The engagement of a consultant is not a requirement. The Standard excludes a consultant from being a member of a Selection Panel.

#### COMMENT

The Adopted Standards provide guidance to the local government in the conduct of the recruitment and selection process for the employment of a person in the position of CEO.

There is no requirement for a consultant to be engaged in the process. The Operational Guideline published by the Department of Local Government references the legislation and the Standard. The publication also provides advice in respect of engagement of a consultant:

‘A local government should seek independent advice from a human resources consultant where the council lacks the capacity or expertise to facilitate the recruitment and selection process (or any aspect of it).

‘The consultant should not be associated with the local government or any of its council members. The consultant can be an independent human resource professional, recruitment consultant, or recruitment agency.

‘An independent human resources consultant can provide advice to the selection panel on how to conduct the recruitment process, or a local government may engage a consultant to support it in undertaking certain aspects of the recruitment process’.

The Acting CEO prepared a brief seeking quotations from licenced recruiting specialists; this was lodged via Vendor Panel, the online portal managed by the West Australian Local Government Association (WALGA). Submissions were sought from sixteen preferred suppliers registered with

WALGA; preferred suppliers undergo a vigorous selection process to ensure they meet industry standards, have appropriate licences; and meet financial criteria to ensure capacity to deliver.

The brief required pricing inclusive of GST for the complete service; practitioners must be licenced under the Employment Agents Act 1976 (WA); and the submission must include a timeline (milestones). Submissions were required by 5pm Wednesday 8 October 2025. Refer Attachment 2.

At the time of closing, nine submissions were received. A matrix of compliance with the request for quote was prepared (see **Confidential** Attachment 3), which provides preliminary rating for discussion in workshop. The Acting CEO will make all valid submissions available to Council.

An officer recommendation is made to council, arrived at evidentially in reviewing the submissions, assessment against requested criteria and substantive relevant experience, as well as consideration of feedback received in workshop.

#### **STATUTORY ENVIRONMENT**

Section 5.39A Local Government Act 1995 (in particular); Schedule 2, Division 2 Local Government (Administration) Regulations 1996.

#### **POLICY IMPLICATIONS**

Policy 5.24 Adopted Standards for CEO Recruitment, Performance and Termination is the primary guidance in this instance. The Department of Local Government has also created an Operational Guideline which expands on the regulations. In addition, the West Australian Local Government Association (WALGA) has produced a guide for local Government Councils which provides detail about each component of the recruitment process.

#### **FINANCIAL IMPLICATIONS**

An allocation of \$15,000 in direct costs has been made for the recruitment of a Chief Executive Officer and approved by Council in the 2025/26 budget.

#### **RISK IMPLICATIONS**

Risk is the effect of uncertainty on meeting business objectives. This item provides for reduced uncertainty by setting business objectives and making them known.

#### **COMMUNITY AND STRATEGIC OBJECTIVES**

Goal 11 (Provide a) High Standard of Governance.

**VOTING REQUIREMENT**

Simple Majority

**OFFICER'S RECOMMENDATION**

***(125/2025) Moved: Cr Lawson Kerr***

***Seconded: Cr Dickson***

***That Council:***

- 1. Resolve to appoint Core Staff Australia as human resources consultant to the Selection Panel conducting the recruitment of Chief Executive Officer, Shire of Wyalkatchem.***
- 2. Request the Acting CEO to communicate this decision to all relevant parties.***

***CARRIED 7/0***

***Voted for: Cr Petchell, Cr Lawson Kerr, Cr Begley, Cr Loton, Cr Stratford, Cr Garner, Cr Dickson***

**ATTACHMENT**

**COUNCIL RESOLUTION:**

**(126/2025) Moved: Cr Petchell**

**Seconded: Cr Loton**

**That Council receive the late item.**

**CARRIED 7/0**

**Voted for: Cr Garner, Cr Stratford, Cr Lawson Kerr, Cr Dickson, Cr Loton, Cr Petchell, Cr Begley**

**10.3.4. DFES COMMUNICATIONS IN WYALKATCHEM**

Applicant:	ACCORP, on behalf of DFES
Location:	Portion of reserve 40516
Date:	13 October 2025
Reporting Officer:	Ian McCabe, Acting Chief Executive Officer
Disclosure of Interest:	No interest to declare File Number: 13.05.01
Attachment Reference:	1.Crown Land Title 2.Management Order 10 May 1988 3.Item 8.3.3 Ordinary Meeting of Council, 21 June 2018 including lease with Crisp commencing July 2018.

**BACKGROUND**

Reserve 40516 is under a management order for the purpose of radio communications. Crisp Wireless own and operate a tower on the land identified as a portion of reserve 40516. Crisp Wireless has a lease with the Shire of Wyalkatchem for that occupancy which provides for the continued access for emergency services equipment.

**COMMENT**

A tower was constructed in 1984 for the provision of commercial radio services. That development precedes the management order for the site which was provided by the Governor of Western Australia in May 1988. A three-quarter share of the tower ownership held in private hands was acquired by Crisp in April 2018. The remaining one-quarter share of the radio mast was held by the Shire of Wyalkatchem, and this was acquired by Crisp Wireless in June 2018.

A lease was subsequently formed which included continued access of emergency services equipment. The Department of Emergency Services (DFES) is seeking to formalise this arrangement with Crisp.

To do so, they have requested the consent of council as the lessor; and indicated a letter of consent by the Minister may be required to validate the lease and the arrangements. The initial enquiry was made by the legal representative of DFES 22 October 2024, and the Acting CEO is seeking to expedite the matter.

This is not a significant matter for purposes of the caretaker provisions.

**STATUTORY ENVIRONMENT**

Section 5.41 details the role of the (Acting) Chief Executive Officer:

#### **POLICY IMPLICATIONS**

There is no policy directly relevant to this report.

#### **FINANCIAL IMPLICATIONS**

There is no direct financial implication to this report. The Acting CEO seeks to add value to Council Decisions and maximise community benefit of operations and project outcomes.

#### **RISK IMPLICATIONS**

There is no direct risk implication to this report.

#### **COMMUNITY AND STRATEGIC OBJECTIVES**

The following aspects of the Strategic Community Plan 2024 – 2034 are relevant:

- Goal 7 Minimise risk and impact of natural disasters.
- Goal 11 High Standard of Governance.

#### **VOTING REQUIREMENT**

Simple Majority

#### **OFFICER'S RECOMMENDATION**

*(127/2025) Moved: Cr Begley*

*Seconded: Cr Petchell*

*That Council:*

1. *Consent and support the continued access by the Department of Emergency Services (DFES) at the tower operated by Crisp Wireless; and,*
2. *Authorise the Acting CEO to seek any authority required from the Minister of Lands or their delegate to give this decision effect, including registration of lease arrangements for the land at reserve 40516.*

**CARRIED 7/0**

***Voted for: Cr Petchell, Cr Lawson, Cr Kerr, Cr Begley, Cr Loton, Cr Stratford, Cr Garner, Cr Dickson***

**11. PLANNING AND BUILDING**

NIL

**12. MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN**

NIL

**13. QUESTIONS BY MEMBERS OF WHICH DUE NOTICE HAS BEEN GIVEN**

NIL

**14. URGENT BUSINESS APPROVED BY THE PERSON PRESIDING OR BY DECISION**

NIL

**15. MATTERS BEHIND CLOSED DOORS**

NIL

**16. CLOSURE OF THE MEETING**

There being no other business to attend to, Presiding Member Cr Garner closed the meeting at 4:52pm.

ATTACHMENT

**7.1.2. Special Council Meeting – 20 October 2025**

Minutes of the Shire of Wyalkatchem Special Meeting held on Monday  
20 October 2025. (Attachment 7.1.2)

**VOTING REQUIREMENT**

Simple Majority

**OFFICER RECOMMENDATION:**

*That the minutes of the Shire of Wyalkatchem Special Meeting of Council of  
Monday 20 October 2025 (Attachment 7.1.2) be confirmed as a true and  
correct record.*





# MINUTES

## SPECIAL COUNCIL MEETING



20 OCTOBER 2025

Commencing at 6.15pm in the  
Shire of Wyalkatchem Council Chambers  
27 Flint Street, Wyalkatchem

**UNCONFIRMED MINUTES**

**These unconfirmed minutes are approved for distribution 21 October 2025.**

**Ian McCabe**

**ACTING CHIEF EXECUTIVE OFFICER**

**Cr's Christy Petchell, Roderick Lawson-Kerr, Christopher Loton and councillor-elect  
Mr Stephen Gamble made their (Form 7) Declarations of Office before Mr Don Eaton  
JP prior to this meeting.**

**DISCLAIMER**

*No responsibility whatsoever is implied or accepted by the Shire of Wyalkatchem for any act, omission or statement or intimation occurring during this meeting. It is strongly advised that persons do not act on what is heard at this meeting and should only rely on written confirmation of Council's decisions, which will be provided within ten days of this meeting.*

## DISCLOSURE OF INTEREST

Councillors and staff are reminded of the requirements of section 5.65 of the *Local Government Act 1995*, to disclose any interest or perceived interest in any matter to be discussed during a meeting, and also the requirement to disclose any item affecting impartiality.

### Financial Interest:

Under section 5.60A of the *Local Government Act 1995*, a person is said to have a financial interest in a matter if it is reasonable to expect that the matter will, if dealt with by the Local Government in a particular way, result in a financial gain, loss, benefit or detriment for the person.

### Proximity Interest:

Under section 5.60B of the *Local Government Act 1995*, a person is said to have a proximity interest in a matter if the matter concerns a proposed change to a planning scheme affecting land that adjoins the person's land; a proposed change to the zoning or use of land that adjoins the person's land; or a proposed development of land that adjoins the person's land.

### Impartiality Interest:

To maintain transparency, it is important to disclose all interests, including impartiality interests which include interests arising from kinship, friendship and membership of associations. If it is possible that your vote on a matter may be perceived as impartial, you should disclose your interest.

### Disclosing an Interest:

Disclosures must be made, in writing, to the Chief Executive Officer prior to the meeting at which the matter in which you have an interest is to be discussed.

If you disclose a Financial or Proximity Interest, you must leave the room while the matter is discussed and voted on. Only after a decision has been reached may you return to the meeting, at which time the Presiding Person will inform you of Council's decision on the matter.

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**ATTACHMENT**

## 1. DECLARATION OF OPENING – ACTING CHIEF EXECUTIVE OFFICER

The Acting Chief Executive Officer, as Presiding Person, declared the meeting open at 6.15pm.

The Presiding Person acknowledged elected members, re-elected councillors and councillor elect, the public gallery and the attendance of former councillors.

## 2. ELECTION OF SHIRE PRESIDENT

Applicant:	Shire of Wyalkatchem
Location:	Shire of Wyalkatchem
Date:	15 October 2025
Reporting Officer:	Ian McCabe, Acting Chief Executive Officer
Disclosure of Interest:	No interest to disclose
File Number:	13.05.01
Attachment Reference:	Nil

### SUMMARY

Council is to elect the President of the Council for a two (2) year term commencing immediately upon declaration into office.

### BACKGROUND

Schedule 2.3 to the Local Government Act 1995 provides the legislative framework for how the positions of President are filled by the Council:

- The council is to elect a councillor to fill the office.
- The election is to be conducted by the CEO in accordance with the procedure prescribed.
- Nominations for the office are to be given to the CEO in writing before the meeting or during the meeting before the close of nominations.
- Nominations close at the meeting at a time announced by the CEO, which is to be a sufficient time after the announcement by the CEO that nominations are about to close to allow for any nominations made to be dealt with.
- If a councillor is nominated by another councillor the CEO is not to accept the nomination unless the nominee has advised the CEO, orally or in writing, that he or she is willing to be nominated for the office.
- The councillors are to vote on the matter by secret ballot as if they were electors voting at an election.
- The votes cast are to be counted, and the successful candidate determined.
- As soon as is practicable after the result of the election is known, the CEO is to declare and give notice of the result in accordance with regulations, if any.

### COMMENT

On receiving nominations and undertaking the Election process the newly Elected Shire President will be required to be declared into office by the Chief Executive Officer, in accordance with the *Local Government Act 1995* and *Local Government (Constitutional) Regulations 1998* (Form 7).

At the conclusion of electing the Shire President, the President will 'assume the chair'.

### **STATUTORY ENVIRONMENT**

*Local Government Act 1995, Division 1, Schedule 2.3 and 4.1*

*Local Government (Constitution) Regulations 1996 Regulation 13*

*Oaths, Affidavits and Statutory Declarations Act 2005 Schedule 2*

### **POLICY IMPLICATIONS**

There are no direct policy implications in relation to this item.

### **FINANCIAL IMPLICATIONS**

There are no financial implications in relation to this item.

### **COMMUNITY AND STRATEGIC OBJECTIVES**

The matter before Council generally accords with the following Shire desired outcome as expressed in the revised Shire of Wyalkatchem Strategic Community Plan

*Goal 11. High Standard of Governance*

Three nominations in writing were received prior to the meeting:

Cr Justin Begley

Cr Christopher Loton

Cr Christy Petchell

A secret ballot was conducted with the names of nominating councillors listed in alphabetical surname order. Seven votes were recorded. The results of the ballot were:

**Cr Christy Petchell is duly elected as President with a majority of first preference votes. Cr Petchell made a Form 7 Declaration of office before Mr Don Eaton JP.**



### 3. ELECTION OF DEPUTY SHIRE PRESIDENT

Applicant:	Shire of Wyalkatchem
Location:	Shire of Wyalkatchem
Date:	15 October 2025
Reporting Officer:	Ian McCabe, Acting Chief Executive Officer
Disclosure of Interest:	No interest to disclose
File Number:	13.07.06
Attachment Reference:	Nil

#### SUMMARY

Council is to elect the Deputy President of the Council for a two (2) year term of office, commencing immediately upon declaration into office.

#### BACKGROUND

Schedule 2.3 of the Local Government Act 1995 provides the legislative framework for how the positions of Deputy President are filled by the Council:

- The council is to elect a councillor to fill the office.
- The election is to be conducted by the CEO in accordance with the procedure prescribed.
- Nominations for the office are to be given to the CEO in writing before the meeting or during the meeting before the close of nominations.
- Nominations close at the meeting at a time announced by the CEO, which is to be a sufficient time after the announcement by the CEO that nominations are about to close to allow for any nominations made to be dealt with.
- If a councillor is nominated by another councillor the CEO is not to accept the nomination unless the nominee has advised the CEO, orally or in writing, that he or she is willing to be nominated for the office.
- The councillors are to vote on the matter by secret ballot as if they were electors voting at an election.
- The votes cast under are to be counted, and the successful candidate determined.
- As soon as is practicable after the result of the election is known, the CEO is to declare and give notice of the result in accordance with regulations, if any.

#### COMMENT

On receiving nominations and undertaking the Election process the newly Elected Deputy Shire President will be required to be declared into office by the Chief Executive Officer, in accordance with the *Local Government Act 1995* and *Local Government (Constitutional) Regulations 1998* (Form 7).

At the conclusion of electing the Deputy Shire President, the Deputy President will 'assume their chair'.

#### STATUTORY ENVIRONMENT

*Local Government Act 1995, Division 1, Schedule 2.3 and 4.1*

*Local Government (Constitution) Regulations 1996 Regulation 13*

Oaths, Affidavits and Statutory Declarations Act 2005 Schedule 2

### **POLICY IMPLICATIONS**

There are no direct policy implications in relation to this item.

### **FINANCIAL IMPLICATIONS**

There are no financial implications in relation to this item.

### **COMMUNITY AND STRATEGIC OBJECTIVES**

The matter before Council generally accords with the following Shire desired outcome as expressed in the revised Shire of Wyalkatchem Strategic Community Plan

*Goal 11. High Standard of Governance*

Schedule 4.1 Division 2 applies to one office elections (the election of a President or Deputy President is a one office election).

*3. One office election: 3 or more candidates*

*Clauses 4 and 5 apply if there are 3 or more candidates in a one office election.*

*4. Count of first-preference votes*

*(1) The first-preference votes for each candidate must be counted.*

*(2) A candidate is elected if the number of first-preference votes for the candidate exceeds 50% of the total number of all the first-preference votes for candidates.*

Four nominations in writing were received prior to the meeting:

Cr Justin Begley

Cr Christopher Loton

Cr Christy Petchell

Cr Mischa Stratford

Cr Christy Petchell withdrew as she was successful in her election as President.

A secret ballot was conducted with the names of nominating councillors listed in alphabetical surname order. The results of the ballot were:

First Round:

Cr Mischa Stratford recorded three first preference votes; Cr Justin Begley two first preference votes; Cr's Christopher Loton two first preference votes, a total of seven votes.



Local Government Act 1995, Schedule 4.1 Division 2 cl. 5 (2) (a) states that in failing to achieve 50% of first preference votes, that the candidate with the fewest first preference votes is to be excluded; both Cr Begley and Loton had two first preference votes and therefore, sub-clause 4) requires the application of subclause 6) which states:

*(6) The returning officer must draw lots in accordance with regulations to determine, as the case requires —*

*(a) the candidate to be excluded*

Lots were drawn which excluded Cr Loton.

The remaining votes did not fully allocate preferences, distributing one preference to Cr Mischa Stratford. This resulted in four preferential votes.

**Cr Mischa Stratford is duly elected as Deputy President with a majority of preferential votes. Cr Stratford made her Form 7 Declaration of Office before Mr Don Eaton JP.**

ATTACHMENT

#### 4. BALLOT FOR SEATING

Applicant:	Shire of Wyalkatchem
Location:	Shire of Wyalkatchem
Date:	15 October 2025
Reporting Officer:	Ian McCabe, Acting Chief Executive Officer
Disclosure of Interest:	No interest to disclose
File Number:	13.07.06
Attachment Reference:	Nil

#### SUMMARY

In accordance with clause. 8.2 of Local Law 14 'Standing Orders', a ballot will be conducted by the Acting Chief Executive Officer for the seating of Councillors in Chambers.

#### BACKGROUND

The Shire of Wyalkatchem Standing orders provides the framework on how the allocation of Council seating arrangements:

##### **Clause 8.2 Members to Occupy Own Seats**

'At the first meeting held after each ordinary Election Day, the CEO is to allot by random draw, a position at meetings of the Council until such time as there is a call by a majority of Councillors for a re-allotment of positions.'

#### COMMENT

After the conclusion of the ballot, the Shire President will invite Councillors to take their seats.

#### STATUTORY ENVIRONMENT

*Local Government Act 1995*

*Shire of Wyalkatchem Local Law 14, Standing Orders, cl. 8.2 Members to Occupy Own Seats*

#### POLICY IMPLICATIONS

There are no direct policy implications in relation to this item.

#### FINANCIAL IMPLICATIONS

There are no financial implications in relation to this item.

#### COMMUNITY AND STRATEGIC OBJECTIVES

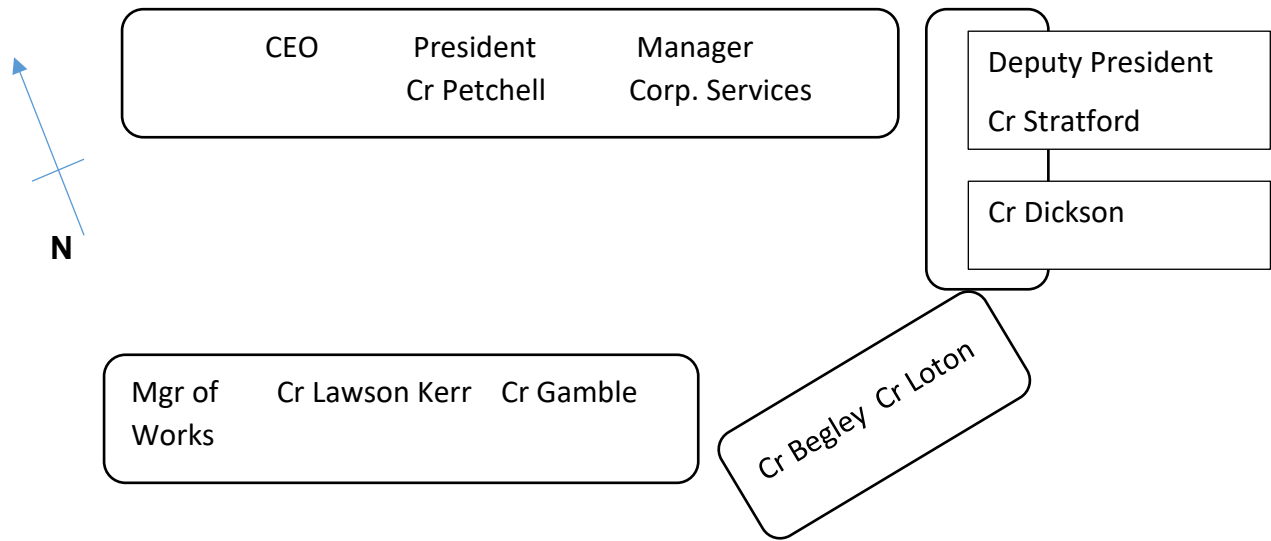
The matter before Council generally accords with the following Shire desired outcome as expressed in the revised Shire of Wyalkatchem Strategic Community Plan

##### *Goal 11. High Standard of Governance*

The Acting CEO prepared a ballot draw of six identical balls containing a number between one and six, placing that number inside the ball. All councillors other than the President then made a draw, the number drawn indicating a corresponding seat in chambers, commencing at the first elected member to the left of the President and rotating clockwise around the councillor table.

The councillors were invited to make a draw.

The seating arrangement is thus:



Entry to chambers

ATTACHMENT

**5. DECLARATIONS OF INTEREST**

**5.1. Financial and Proximity Interest**

**5.2. Impartiality Interests**

**6. MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN**

**7. QUESTIONS BY MEMBERS OF WHICH DUE NOTICE HAS BEEN GIVEN**

**8. URGENT BUSINESS APPROVED BY THE PERSON PRESIDING OR BY DECISION**

**9. MATTERS BEHIND CLOSED DOORS**

**10. CLOSURE OF THE MEETING**

There being no further business, the Presiding Member Cr Petchell closed the meeting at 6.34pm.

ATTACHMENT

**7.1.3. Special Council Meeting – 27 October 2025**

Minutes of the Shire of Wyalkatchem Special Meeting held on Monday  
27 October 2025. (Attachment 7.1.3)

**VOTING REQUIREMENT**

Simple Majority

**OFFICER RECOMMENDATION:**

*That the minutes of the Shire of Wyalkatchem Special Meeting of Council of  
Monday 27 October 2025 (Attachment 7.1.3) be confirmed as a true and  
correct record.*



UNCONFIRMED MINUTES

SPECIAL COUNCIL MEETING



Monday 27 OCTOBER 2025

Shire of Wyalkatchem Council Chambers  
27 Flint Street, Wyalkatchem

**These unconfirmed minutes are subject to review, amendment and confirmation by Council resolution, at the next ordinary meeting.**

**Approved for distribution 29 October 2025.**

**Ian McCabe**

**ACTING CHIEF EXECUTIVE OFFICER**

**ATTACHMENT**

**DISCLAIMER**

*No responsibility whatsoever is implied or accepted by the Shire of Wyalkatchem for any act, omission or statement or intimation occurring during this meeting. It is strongly advised that persons do not act on what is heard at this meeting and should only rely on written confirmation of Council's decisions, which will be provided within ten days of this meeting.*

## DISCLOSURE OF INTEREST

Councillors and staff are reminded of the requirements of section 5.65 of the *Local Government Act 1995*, to disclose any interest or perceived interest in any matter to be discussed during a meeting, and also the requirement to disclose any item affecting impartiality.

### Financial Interest:

Under section 5.60A of the *Local Government Act 1995*, a person is said to have a financial interest in a matter if it is reasonable to expect that the matter will, if dealt with by the Local Government in a particular way, result in a financial gain, loss, benefit or detriment for the person.

### Proximity Interest:

Under section 5.60B of the *Local Government Act 1995*, a person is said to have a proximity interest in a matter if the matter concerns a proposed change to a planning scheme affecting land that adjoins the person's land; a proposed change to the zoning or use of land that adjoins the person's land; or a proposed development of land that adjoins the person's land.

### Impartiality Interest:

To maintain transparency, it is important to disclose all interests, including impartiality interests which include interests arising from kinship, friendship and membership of associations. If it is possible that your vote on a matter may be perceived as impartial, you should disclose your interest.

### Disclosing an Interest:

Disclosures must be made, in writing, to the Chief Executive Officer prior to the meeting at which the matter in which you have an interest is to be discussed.

If you disclose a Financial or Proximity Interest, you must leave the room while the matter is discussed and voted on. Only after a decision has been reached may you return to the meeting, at which time the Presiding Person will inform you of Council's decision on the matter.



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ATTACHMENT

## **1. DECLARATION OF OPENING**

The Presiding Member Cr Petchell opened the meeting at 5.17pm

## **2. PUBLIC QUESTION TIME**

**2.1. Response to Public Questions Previously Taken on Notice** NIL

**2.2. Declaration of Public Question Time opened** 5.18pm

**2.3. Declaration of Public Question Time closed** 5.18pm

## **3. ATTENDANCE, APOLOGIES, LEAVE OF ABSENCE**

### **3.1. Attendance**

Cr Christy Petchell, President and Presiding Member

Cr Mischa Stratford, Deputy President

Cr Tracy Dickson

Cr Christopher Loton

Cr Justin Begley

Cr Stephen Gamble

Cr Rod Lawson-Kerr

Mr Ian McCabe Acting Chief Executive Officer

**3.2. Apologies** NIL

**3.3. Approved Leave of Absence** Not Applicable

**3.4. Applications for Leave of Absence** NIL

## **4. OBITUARIES** No announcement made.

## **5. PETITIONS, DEPUTATIONS, PRESENTATIONS**

**5.1. Petitions** NIL

**5.2. Deputations** NIL

**5.3. Presentations** NIL

## **6. DECLARATIONS OF INTEREST**

**6.1. Financial and Proximity Interest** NIL

**6.2. Impartiality Interests** NIL

## **7. ANNOUNCEMENTS BY THE PRESIDING MEMBER WITHOUT DISCUSSION**

NIL

**8. MATTERS FOR WHICH THE MEETING MAY BE CLOSED NIL**

ATTACHMENT

## **9. REPORTS**

### **9.1 GOVERNANCE**

#### **9.1.1 APPOINTMENT OF MEMBERS TO COMMITTEES OF COUNCIL – AUDIT**

Applicant:	Shire of Wyalkatchem
Location:	Shire of Wyalkatchem
Date:	22 October 2025
Reporting Officer:	Ian McCabe, Acting Chief Executive Officer
Disclosure of Interest:	No interest to disclose
File Number:	13.05.01
Attachment Reference:	1. Audit and Risk Committee, Charter / Terms of Reference

#### **SUMMARY**

Council is required to establish an audit, risk and improvement committee (s. 7.1A (1), Local Government Act 1995).

The appointment of members to Committees by Council is addressed by Part 5, section 5.10 (1) of the Local Government Act 1995 ('the Act'). The decision is to be by absolute majority.

#### **BACKGROUND**

The tenure of the audit, risk and improvement committee terminates with the local government election (the Act, s.5.11 (1)(d)). Accordingly, the committee membership is to be appointed by council with the terms of reference provided.

#### **COMMENT**

The tenure of the audit, risk and improvement committee terminates with the local government election (the Act, s.5.11 (1) (d)). Accordingly, the committee membership is to be appointed by council with the terms of reference provided.

The Terms of Reference is Council's guidance to the Committee. The document makes reference to relevant legislation, lists responsibilities and addresses meeting arrangements. Council recently decided to request the Acting CEO to update the Charter Terms of Reference to remove errors and correct legislative references. The Charter presented with this item is in the unamended form. When so amended, this will be tabled for adoption by Council and then presented for receipt by the Committee.

The usual practice of the Shire of Wyalkatchem is to appoint all members of Council to the Audit, Risk and Improvement Committee. It should be noted that within the short term it will be a requirement for the committee to have an independent chair and possibly an expanded independent membership.

#### **STATUTORY ENVIRONMENT**

Part 5 Local Government Act 1995 (Administration)  
Part 7 Local Government Act (Audit)

**POLICY IMPLICATIONS**

There are no direct policy implications in relation to this item.

**FINANCIAL IMPLICATIONS**

There are no direct financial implications in relation to this item.

**RISK IMPLICATIONS**

The maintenance of this committee will reduce risk by improving oversight, facilitating audit processes and creating public record.

**COMMUNITY AND STRATEGIC OBJECTIVES**

*Goal 11. High Standard of Governance*

**Voting Requirement:**

Absolute Majority

**Officer Recommendation:**

**(128/2025) Moved: Cr Lawson-Kerr Seconded: Cr Stratford**

**That Council resolve to:**

1. Appoint Cr's Petchell, Stratford, Dickson, Loton, Begley, Gamble and Lawson-Kerr to the membership of the Audit, Risk and Improvement Committee.

**CARRIED 7/0**

**Vote for: Cr's Petchell, Stratford, Dickson, Loton, Begley, Gamble and Lawson-Kerr**



# Audit and Risk Management Committee Charter and Terms of Reference

---

This charter document defines the membership, authority, purpose, operational guidelines, responsibilities and resources of the Shire of Wyalkatchem Audit and Risk Management Committee, established by Council pursuant to Division A1, Section 7.1A of the *Local Government Act 1995* (the Act) and the *Local Government (Audit) Regulations 1996* and *Local Government Amendment (Auditing) Act 2017* (the Regulations)

## 1. NAME

The name of the Committee shall be the Shire of Wyalkatchem Audit and Risk Management Committee, hereinafter referred to in its abbreviated form as the Committee.

## 2. ESTABLISHMENT

The Committee is established pursuant to Section 7.1(A) of the Act.

## 3. DISTRICT

The Committee shall operate with the local government boundaries of the Shire of Wyalkatchem.

## 4. GUIDING PRINCIPLES

This Committee is established with the guiding principles in accordance with Division 1, Section 7.1A of the *Local Government Act 1995*, the *Local Government (Audit) Regulations 1996*, the *Local Government (Financial Management) Regulations 1996* and the *Local Government Amendment (Auditing) Act 2017*.

## 5. OBJECTIVES

The primary objective of the Audit and Risk Management Committee is to accept responsibilities for the annual external audit and liaise with the Shire's auditor so that Council can be satisfied with the performance of the Shire of Wyalkatchem (the Shire) in managing its financial affairs.

Reports from the Committee will assist Council in discharging its legislative responsibilities of controlling the Shire's affairs, determining the Shire's policies and overseeing the allocation of its finance and resources. The Committee will ensure openness in the Shire's financial reporting and will liaise with the CEO to ensure the effective and efficient management of the Shire's financial accounting systems and compliance with legislation.

The Committee is to facilitate:

- the enhancement of the credibility and objectivity of internal and external financial reporting;
- effective management of financial and other risks and the protection of Council assets;
- compliance with laws and regulations as well as use of best practice guidelines relative to audit, risk management, internal control and legislative compliance;
- the coordination of the internal audit function with the external audit; and
- the provision of an effective means of communication between the external auditor, internal auditor, the CEO and the Council.

## **6. DUTIES AND RESPONSIBILITIES**

The duties and responsibilities of the Committee will be –

- a) Provide guidance and assistance to Council as to carrying out the functions of the local government in relation to auditors;
- b) Meet with the auditor once in a year to provide a report to Council on the matters discussed and outcome of these discussions;
- c) Liaise with the CEO to ensure that the local government does everything in its power to –
  - Assist the auditor to conduct the audit and carry out his or her other duties under the act; and
  - Ensure that audits are conducted successfully and expeditiously;
- d) Examine the reports of the auditor after receiving a report from the CEO on the matters to –
  - Determine if any matters raised require action to be taken by the Shire; and
  - Ensure that appropriate action is taken in respect of those matters;
- e) Review the report prepared by the CEO on any actions taken in respect of any matters raised in the report of the Auditor and presenting the report to Council for adoption prior to the end of the next financial year or 6 months after the last report prepared by the auditor is received, whichever is the latest in time;
- f) Review the scope of the audit plan and program and its effectiveness;
- g) Review the appropriateness of special internal audit assignments undertaken by internal audit at the request of Council or CEO;
- h) Review the level of resources allocated to internal audit and the scope of its authority;
- i) Review reports of internal audits and by monitoring the implementation of recommendations made by the audit and reviewing the extent to which Council and management reacts to matters raised;
- j) Facilitate liaison between the internal and external auditor to promote compatibility, to the extent appropriate, between their audit programs;



- a) Monitor the risk exposure of the Shire by determining if management has appropriate risk management processes and adequate management information systems.
- b) Review the CEO's report on the appropriateness and effectiveness of the local government's systems and procedures in regard to risk management, internal control and legislative compliance, required to be provided to the committee, and report the results or their consideration of that review to Council;
- c) Monitor the progress of any major lawsuits facing the Council/Shire;
- d) Monitor ethical standards and related party transactions by determining whether the systems of control are adequate and appropriate;
- e) Review issues relating to national competition policy, financial report by Shire business units and comparative performance indicators;
- f) Review the Shire's draft annual financial report, focusing on –
  - Accounting policies and practices
  - Changes to accounting policies and practices
  - The process used in making significant accounting estimates;
  - Significant adjustments to the finance report (if any) arising from the audit process;
  - Compliance with accounting standards and other reporting requirements; and
  - Significant variance from prior years.
- g) Consider and recommend adoption of the annual financial report to Council. Review any significant changes that may arise subsequent to any such recommendation but before the annual report is signed;
- h) Address issues brought to the attention of the committee, including responding to requests from Council for advice that are within the parameters of the committee's term of reference;
- i) Seek information or obtain expert advice through the CEO on matters of concern within the scope of the committee's term of reference following authorisation from Council;
- j) Review the annual Compliance Audit Return and report to the Council the results of that review

## **7. MEMBERSHIP**

Membership of the Committee will be appointed by absolute majority decision of Council and can include non-elected members, must include at least 3 Councilors and Councilors must comprise the majority of the Committee.

Neither the Chief Executive Officer nor any other employee of the Local Government can be a member of the Committee.

Membership of the Committee will comprise a total of 7 members consisting of;  
7 x Councilors

## **8. MEETINGS**

### **8.1. Annual General Meeting**

Nil

### **8.2. Committee Meetings**

The Audit and Risk Committee shall meet at least once every three months. A schedule of meetings will be developed and agreed to by the members. As a guide, meetings will be arranged to coincide with Council reporting deadlines, for example, in February / March to discuss the Statutory Compliance Return and in October to receive and authorise the draft annual report including the financial statements prior to its submission to the Minister. Additional meetings will be scheduled on an as needed basis.

### **8.3. Quorum**

The Quorum for any meeting of the Committee is at least 50% of the number of member positions prescribed on the Committee, whether vacant or not, which equates to four (4) members being present to constitute a quorum.

### **8.4. Voting**

Shall be in accordance with Sections 5.201 and 7.1C of the Act, with all members of the Committee entitled and required to vote (subject to financial and proximity interest provisions of the Act).

### **8.5. Minutes**

Shall be in accordance with the Act, Section 5.22.

### **8.6. Presiding Person**

The members will elect the Presiding Person and if required, Deputy of the Committee pursuant to the Act, Section 5.12.

### **8.7. Who acts if no presiding member?**

Shall be in accordance with the Act, Section 5.14

### **8.8. Meetings**

Meetings are open to the public pursuant to section 5.23 of the Act as the Committee has delegated power or duty.

### **8.9. Public Question Time**

Public Question Time shall be held in accordance with the section 5.24 of the Act and Regulations 5, 6 and 7 of the Local Government (Administration) Regulations 1996.

### **8.10. Members Conduct**

Members of the Committee are bound by the:

- Provision of Section 5.65 of the Local Government Act 1995;
- Shire of Wyalkatchem Standing Orders Local Laws 1999;
- Shire of Wyalkatchem Code of Conduct (amended from time to time);
- Local Government (Rules of Conduct) Regulations 2007 (Elected Members only); and Clause 34C of the Local Government (Administration) Regulations 1996;

•

With respect to their conduct and duty of disclosures of financial, proximity or impartiality interests, to the extent stated, dependent upon whether they are a Councillor, Employee or Local Government or a Community Member (community members are not bound to declare impartiality interest, unlike Councillors and Employees of Local Government nor are they bound by the Rules of Conduct Legislation).

#### **8.11. Secretary**

The Governance Executive Officer or that Officer's nominee will fulfil the role of non-voting secretary who will be responsible for preparation and distribution of agendas and minutes.

#### **8.12. Meeting Attendance Fees**

Nil.

#### **8.13. Reporting**

The Committee is to report to Council and provide appropriate advice and recommendations on matters relevant to its term of reference. This is in order to facilitate informed decision making by Council in relation to the legislative functions and duties of local government that have not been delegated to the CEO.

Decisions of the Committee are to be made by simple majority.

Reports and recommendations of each Committee meeting requiring a resolution of Council shall be presented to the next ordinary meeting of Council or the first ordinary meeting of Council practicable.

### **9. DELEGATED AUTHORITY TO THE COMMITTEE**

Delegation No 1.1.1

#### **FUNCTION**

1. Authority to meet with the Shire's Auditor at least once every year on behalf of Council [s7.12A(2)].
2. Authority to:
  - a. Examine the report of the Auditor and determine matters that require action to be taken by the Shire of Wyalkatchem; and
  - b. Ensure that appropriate action is taken in respect to these matters [s.7.12A(3)].
3. Authority to prepare a report on any actions under s7.12A (3) in respect of an audit conducted in respect of a financial year for Council's endorsement, prior to sending the report to the Minister [s.7.12A(4)].

#### **CONDITIONS**

Nil

#### **RECORD KEEPING**

Audit and Risk Management Committee Minutes shall record and identify each decision made under this delegation in accordance with the requirements of Administration Regulation 19.

#### 10. STRATEGIC ALIGNMENT

The specific tasks and actions undertaken by this committee will assist the Shire of Wyalkatchem in achieving the following aspirations and objectives as contained within the Strategic Community Plan.

##### Objective: A well-managed and effective Council organisation

Outcome No.	Outcome	Action No.	Actions
5.1	A well-governed, efficient and responsive organisation	5.1.1	Implement effective governance structures
		5.1.2	Embed sound risk management frameworks to mitigate council's strategic and operational risk
		5.1.3	Deliver open and transparent Council decision-making and reporting
		5.1.4	Implement systems and processes to enhance organisational capability

ATTACHMENT

### 9.1.2 APPOINTMENT OF MEMBERS TO ADVISORY COMMITTEES – LEMC

Applicant:	Shire of Wyalkatchem
Location:	Shire of Wyalkatchem
Date:	22 October 2025
Reporting Officer:	Ian McCabe, Acting Chief Executive Officer
Disclosure of Interest:	No interest to disclose
File Number:	13.05.01
Attachment Reference:	1. Local Emergency Management Committee (LEMC) Terms of Reference

#### SUMMARY

Section 38 (1) of the Emergency Management Act 2005 requires that:

*‘A local government is to establish one or more local emergency management committees for the local government’s district.’*

The appointment of members to Committees by Council is addressed by Part 5, section 5.10 (1) of the Local Government Act 1995. The decision is to be by absolute majority.

#### BACKGROUND

The tenure of local government representatives to the Local Emergency Management Committee terminates with the local government election (the Act, s.5.11 (1) (d)). Accordingly, the committee membership is to be appointed by council with the terms of reference provided.

#### COMMENT

The tenure of local government representatives to the Local Emergency Management Committee terminates with the local government election. Accordingly, the committee membership is to be appointed by council with the terms of reference provided.

The Terms of Reference is Council’s guidance to the Committee. The document makes reference to relevant legislation, lists responsibilities and addresses meeting arrangements.

There have been infrequent meetings of the LEMC since 2023. A meeting was held March 2024, and the Acting CEO has recently re-activated the Committee with a meeting in September. The expectation of the State Emergency Management Committee (SEMC) is that local committees will meet quarterly.

It is noted that the Chief Bush Fire Control Officer or the Deputy Chief Bush Fire Control Officer are to attend the Northern District Operations Advisory Committee (DOAC). This committee represents the interests of the local government and bush fire volunteers, providing advice in the development of training, equipment, prevention and operational readiness and response.

#### STATUTORY ENVIRONMENT

Emergency Management Act 2005; Emergency Management Regulations 2006; Bush Fires Act 1954; Bush Fires Regulations 1954; Bush Fires (Infringements) Regulations

1978; Bush Fire Risk Treatment Standards 2020; Part 5 of the Local Government Act 1995.

### **POLICY IMPLICATIONS**

There are no direct policy implications in relation to this item.

### **FINANCIAL IMPLICATIONS**

There are no direct financial implications in relation to this item.

### **RISK IMPLICATIONS**

The maintenance of this committee will reduce risk by improving oversight, facilitating audit processes and creating public record in relation to hazard management within the district.

### **COMMUNITY AND STRATEGIC OBJECTIVES**

*Goal 7. Minimise risk and impact of natural disasters.*

*Goal 11. High standard of governance.*

### **Voting Requirement:**

Absolute Majority

### **Officer Recommendation:**

**(129/2025) Moved: Cr Stratford Seconded: Cr Dickson**

1. That Council resolve to appoint the following persons to the Local Emergency Management Committee:
  - a. The Shire President Cr Christy Petchell; and,
  - b. Cr\_Begley\_\_\_\_\_, as proxy, who will also be proxy for the Northam District Operations Advisory Committee (DOAC); and,
  - c. The Acting CEO, or, when appointed by Council, the CEO; and,
  - d. The Manager of Works, or their delegate, being a Team Leader within the Works business unit of the shire.

### **CARRIED 7/0**

**Vote for: Cr's Petchell, Stratford, Dickson, Loton, Begley, Gamble and Lawson-Kerr**



**Shire of  
Wyalkatchem**

# LOCAL EMERGENCY MANAGEMENT COMMITTEE

## TERMS OF REFERENCE 2021

**Contact Us** - Please contact The Shire of Wyalkatchem for further details.

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### DOCUMENT MANAGEMENT

VERSION CONTROL					
Version	Date of Amendment	Type	Author (name / position)	Reviewer (Name & Position)	Amendment Details
1	26/02/2021	New	Stephanie Elvidge GEO	N/A	Creation
2	21/03/2024	Amendment	Stephanie Elvidge GEO	Stephanie Elvidge GEO	The addition of the CRC to Stakeholders.

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ATTACHMENT



## LOCAL EMERGENCY MANAGEMENT COMMITTEE - TERMS OF REFERENCE

### 1. Name

Shire of Wyalkatchem Local Emergency Management Committee (LEMC)

### 2. Aim

The aim of LEMC is to encourage collaboration between local support organisations, hazard management agencies and industry representatives and to collectively build a team that is ready and practiced in responding to an emergency or disaster.

### 3. Objectives

3.1	Develop local emergency management responses that are practical to all stakeholders and service agencies.
3.2	Ensure that arrangements are contemporary and relevant to the community and address all possible risks and scenarios.
3.3	Participate in opportunities to develop our emergency management capability by cooperating with neighboring Shires.
3.4	Engage the community through safety and awareness campaigns, and by disseminating information through social media, media outlets, and public events.
3.5	Participate in interagency training exercises that improve the capabilities and knowledge of the committee, local stakeholders and hazard management agencies.
3.6	Exercise the emergency management arrangements to test their effectiveness in practical applications, and actively strive for continuous improvement.
3.7	Share meeting minutes, committee member experiences and proposed actions with local government elected members, State agencies and the local community.
3.8	Develop ways to mitigate potential emergencies and to improve recovery arrangements.

### 4. Duties and Responsibilities

4.1	Advise and assist the Shire of Wyalkatchem in ensuring that effective local emergency management arrangements are established for its district.
4.2	Liaise with public authorities and other persons in the development, review and testing of local emergency management arrangements.
4.3	Carry out other emergency management activities as directed by the State Emergency Management Committee or prescribed by the regulations.
4.4	Perform at least one emergency training exercise a year to test the effectiveness of the emergency arrangements.
4.5	After the end of each financial year prepare and submit to the district emergency management committee an annual report on activities undertaken by it during the financial year.

## 5. Membership

The LEMC membership consists of local organisations, hazard management agencies and industry representatives. The committee membership is tabled in Schedule 1.

### Membership notes:-

- Guests may be invited to attend committee meetings as determined by the LEMC;
- Each voting member may nominate a proxy within their agency or organisation to attend if the appointed member is absent;
- Members representing agencies and organisations that can no longer participate in the committee shall advise the Governance Executive Officer of their resignation and nominate an alternative representative for membership;
- Committee membership will be reviewed annually to ensure that it is representative of the community and the potential risks and scenarios;
- New members may join the LEMC via resolution of the committee;

## 6. Meeting Management

6.1 Chairperson
The Chairperson shall be an elected member of Council. Council is to appoint the Chairperson, an elected member and the Chief Executive Officer as the Chairpersons proxy. In the absence of the Chair, the relevant proxy will act as the Chairperson.
6.2 Quorum
Quorum will consist of the Chairperson, or Deputy Chairperson, or CEO and three committee members (total 4).
6.3 Executive Officer
The LEMC Executive Officer is the Shire of Wyalkatchem Governance Executive Officer
6.4 Minutes/Agendas
The Governance Executive Officer shall be responsible for preparing agendas and minutes of all business transacted at each meeting.
A draft agenda will be emailed to members two weeks prior to the meeting. Members may nominate additional agenda items by advising the Executive Officer. The final agenda will be issued to members one week prior to the scheduled meeting.
Copies of the meeting minutes will be made available to Council, for information. Meeting minutes will be forward to Committee members within the week following the meeting.

## 6.5 Schedule

Meetings will be held quarterly and scheduled by the Chairperson. Additional meetings can be convened at the discretion of the Chairperson.

## 6.6 Authority

The LEMC shall not have the authority or power to commit the Shire of Wyalkatchem, or any association, organisation, group or individual to expenditure without the Council's endorsement.

The LEMC shall be required to gain Council approval if the Committee wishes to alter these Terms of Reference.

## 6.7 Reporting

As per State EM Policy at section 7.1, the annual report of the LEMC will be completed and submitted to the Wheatbelt DEMC at the end of each financial year capturing a description of activities undertaken during that year."

## Schedule 1 - Membership

City

Community/Agency LEMC Members (Voting)	
Western Australian Police	Fire and Rescue
DFES Fire and Rescue Service	Department of Transport
DFES State Emergency Service	Roadwise
Volunteer Bush Fire Brigades	Main Roads
Wyalkatchem District High school	Water Corporation
Wyalkatchem St John Ambulance	Western Power
Department of Communities	OEM
Wyalkatchem Hospital	Wyalkatchem Community Resource Center

LEMC Members (Voting)	
As above	
Invited Guests (Non-Voting)	
Senior Citizens etc	Other invited guests

### 9.1.3 DELEGATES TO EXTERNAL COMMITTEES – GOVERNMENT

Applicant:	Shire of Wyalkatchem
Location:	Shire of Wyalkatchem
Date:	22 October 2025
Reporting Officer:	Ian McCabe, Acting Chief Executive Officer
Disclosure of Interest:	No interest to disclose
File Number:	13.05.01
Attachment Reference:	NIL

#### SUMMARY

The purpose of this item is to appoint delegates to external entities to represent council's position and exercise voting rights on behalf of council.

The appointment of members to Committees by Council is addressed by Part 5, section 5.10 (1) of the Local Government Act 1995. The decision is to be by absolute majority.

#### BACKGROUND

The tenure of delegates to external entities terminates with the local government election (the Act, s.5.11 (1) (d)). Accordingly, the delegates are to be appointed by council to represent council's position and exercise voting rights on behalf of council.

#### COMMENT

The tenure of delegates to external entities terminates with the local government election (the Act, s.5.11 (1) (d)). Accordingly, the delegates are to be appointed by council to represent council's position and exercise voting rights on behalf of council.

In general, the purpose of representation is to enhance regional collaboration and maximise regional economic and social benefit.

Entities are independent of council, and the delegate is to represent Council's position and interest. These may be 'in common' with the interests of other members and the entity. However, where the delegate exercises decision making responsibility for that entity and these may conflict with the local government's stated position, the delegate will consider a declaration of impartiality interest when relevant items are presented to Council.

This item addresses the appointment of voting delegates to the following:

**North Eastern Wheatbelt Regional Organisation of Councils (NEWROC);** work collaboratively with Shires of Dowerin, Trayning, Nungarin, Mukinbudin, Mount Marshall and Koorda; bi-monthly meeting, various locations, advocacy and projects. CEO attends as non-voting observer unless no elected member available.

**Great Eastern Country Zone of Western Australian Local Government Association (WALGA);** representative body within WALGA to review state level matters and escalate regional matters to a state representative body (State Council). The zone directly elects a state councillor and provides input into policy formulation. Meets quarterly, various locations. CEO attends as non-voting observer unless no elected member available.

**Wheatbelt NE Sub-Regional Road Group North:** this group makes recommendations to State Roads Funds to Local Government Advisory Committee (a body comprising the Chair and four members from Main Roads, as well as the CEO and four members from WALGA). This group makes allocations of regional funds to local roads programmes. Meets quarterly, various locations, including remotely hosted meetings.

**Pioneers Pathway Advisory Committee:**

Six local governments collaborating on self-drive tourism initiatives. Quarterly meetings in various locations. This programme is under review.

**NEWTravel:**

The purpose of this grouping is to market and promote the self-drive route the Wheatbelt Way, as well as tourism assets through the Wheatbelt. Meeting quarterly, held in various meeting locations.

**Development Assessment Panel:**

Nominations to the Department of Planning Lands and Heritage for membership of independent panels balancing technical and local knowledge. The panels consider developments in excess of \$2 million.

**STATUTORY ENVIRONMENT**

Part 5 of the Local Government Act 1995.

**POLICY IMPLICATIONS**

There are no direct policy implications in relation to this item.

**FINANCIAL IMPLICATIONS**

There are no direct financial implications in relation to this item. However, several of these entities make decisions that result in financial subscriptions and require financial or resource contributions. This will result in impacts to future financial decisions of Council.

**RISK IMPLICATIONS**

Participation by delegates to external entities has the potential to reduce uncertainty by the pooling of resources and sharing of knowledge. When subject to appropriate review the uncertainty associated with outcome can be reduced.

**COMMUNITY AND STRATEGIC OBJECTIVES**

This item supports all goals of the Strategic Community Plan 2024 – 2034.

Participation by delegates to external entities creates opportunities for regional collaboration and advocacy. This provides mechanisms to improve strategic outcomes for the local government and district and raises awareness of unique issues, consequences and possibilities.

**Voting Requirement:**

Absolute Majority

**Officer Recommendation:**

**(130/2025) Moved: Cr Begley    Seconded: Cr Lawson-Kerr**

**That Council appoint the following delegates:**

**A. North Eastern Wheatbelt Regional Organisation of Councils (NEWROC):**

1. The Shire President Cr Christy Petchell
2. As proxy, Cr's Petchell, Stratford, Dickson, Loton, Begley, Gamble and Lawson-Kerr\_\_\_\_\_
3. As proxy, the Acting CEO, or, when appointed by Council, the CEO.

**B. Great Eastern Country Zone of Western Australian Local Government Association (WALGA):**

1. The Shire President Cr Christy Petchell
2. Deputy Shire President Cr Mischa Stratford
3. As proxy, Cr's Petchell, Stratford, Dickson, Loton, Begley, Gamble and Lawson-Kerr\_\_\_\_\_
4. As proxy, the Acting CEO, or, when appointed by Council, the CEO.

**C. Wheatbelt NE Sub-Regional Road Group North:**

1. Cr\_\_ Begley\_\_\_\_\_
2. As Proxy, Cr Gamble\_\_\_\_\_

**D. Pioneers' Pathway Advisory Committee:**

1. Cr Lawson-Kerr\_\_\_\_\_
2. As proxy, the Acting CEO, or, when appointed by Council, the CEO, or their delegate, being a member of administration staff.

**E. NEWTravel:**

1. Cr Lawson-Kerr \_\_\_\_\_
2. As proxy, the Acting CEO, or, when appointed by Council, the CEO, or their delegate, being a member of administration staff.

**F. Development Assessment Panel**

1. Shire President Cr Christy Petchell (primary)
2. Cr Stratford \_\_\_\_\_ (primary)
3. Cr Dickson \_\_\_\_\_ (alternate)
4. Cr Loton \_\_\_\_\_ (alternate)

**CARRIED 7/0**

**Vote for: Cr's Petchell, Stratford, Dickson, Loton, Begley, Gamble and Lawson-Kerr**

ATTACHMENT

#### 9.1.4 APPOINTMENT OF MEMBERS TO EXTERNAL ENTITY - CEACA

Applicant:	Shire of Wyalkatchem
Location:	Shire of Wyalkatchem
Date:	22 October 2025
Reporting Officer:	Ian McCabe, Acting Chief Executive Officer
Disclosure of Interest:	No interest to disclose
File Number:	13.05.01
Attachment Reference:	1. CEACA Constitution

##### SUMMARY

The Central East Accommodation & Care Alliance Inc. (CEACA) 'advances the social or public welfare of people in need including disadvantaged, aged and individuals with disabilities in the Region' (extract, 1.3 (a), Constitution, CEACA).

The Shire of Wyalkatchem is a member with full voting rights. Accordingly, Council is to appoint a delegate to represent Council's stated positions and exercise voting rights on behalf of Council.

##### BACKGROUND

The tenure of Council delegates terminates with the local government election (the Act, s.5.11 (1) (d)). Accordingly, Council's delegate is to be appointed by council with the terms of reference provided. In this instance, that is the Constitution of the entity.

##### COMMENT

The tenure of Council delegates terminates with the local government election (the Act, s.5.11 (1) (d)). Accordingly, Council's delegate is to be appointed by council with the terms of reference provided. In this instance, that is the Constitution of the entity.

The Shire of Wyalkatchem was a founding member of CEACA when in 2015 eleven Wheatbelt local governments shared a vision for independent living units for the aged. The governance of CEACA required an incorporated body with local governments as members and was almost wholly driven by Council Presidents and CEOs.

The intervening decade has required nimble responses to access government funding and respond to regulation, as well as adapt to markets and develop appropriate governance mechanisms. This does mean that aspects of CEACA are more remote from the original entity. The appointment of an independent Chair, the basing of operational management in the metropolitan area, changed membership and significant changes in the Constitution, have all occurred. Further, the prospect of significant funding tied to regulation by national entities (ASIC) means that CEACA is developing a sophisticated product that is not wholly directed at independent living for the aged. Moreover, CEACA is significantly more commercial in its operations with contracted property services and transactions that include the sale of property.

While the original purpose of CEACA has changed, the local government has recognised the continued relevance of investment in housing infrastructure with amendments to the Strategic Community Plan 2024 – 2034 in August 2025.



It is important to note that contributions by the local government including land are in essence gifted to CEACA. This means the objects of the entity must align with Council's objectives and that appropriate stewardship is exercised.

Council should also note that many of the CEACA Objects are not addressed by alternative entities in this region. There are many objectives of social and equity that this local government values but will never have the capacity to address. Collaboration and investment in this entity will have benefit for the community at large.

The delegate in participating as an office bearer or member delegate may participate in making business decisions for the entity. These decisions almost certainly will have ramifications for the local government.

These may include the level of subscription the shire will contribute; the dimensions and level of capital contributions; the advocacy and social impacts of CEACA; the impact on long term financial planning of the local government.

Some of these decisions may be interests in common; however, in exercising business judgement as an officer of this incorporated body, or as a member delegate, the delegate should consider an impartiality interest, whether actual or perceived, when related matters are considered by Council. This is recognised by CEACA at 11.2 (e) and (f) where that entity recognises possible conflict with the local government's interest.

The Acting CEO (CEO, when appointed), will generally attend the CEACA meetings as an observer and advisor.

#### **STATUTORY ENVIRONMENT**

Local Government Act 1995.

Associations Incorporation Act 2015

Constitution of CEACA

#### **POLICY IMPLICATIONS**

There are no direct policy implications in relation to this item.

#### **FINANCIAL IMPLICATIONS**

There are no direct financial implications in relation to this item. However, the entity does require substantial financial and resource contributions by the local government. This will impact on financial decisions of Council and the local government.

#### **RISK IMPLICATIONS**

Good governance manages risk, be that reputational or financial. The exercise of professional scepticism will ensure that delegate decision making aligns with the delivery of Council's stated objectives.

## **COMMUNITY AND STRATEGIC OBJECTIVES**

*Goal 2. Essential services and infrastructure enable local economic growth*

*Goal 5. A safe and healthy community for all ages.*

*Goal 10. Consult and engage with our community and strategic partners.*

*Goal 11. High Standard of Governance.*

### **Voting Requirement:**

Absolute Majority

### **Officer Recommendation:**

**(131/2025) Moved: Cr Dickson   Seconded: Cr Stratford**

#### **1. That Council:**

- a. Appoint Cr Stratford as Council's member delegate to CEACA; and**
- b. Appoint Cr Petchell as proxy member delegate to CEACA; and**
- c. Appoint the Acting CEO, or the CEO when appointed, as proxy member delegate to CEACA in the event an elected member is unavailable.**

Governance Note: It is noted that the Constitution of CEACA may preclude a proxy who may in fact be an observer. This decision is to signal council's intent that in the absence of a delegate it still intends to exercise member rights to a vote.

### **CARRIED 7/0**

**Vote for: Cr's Petchell, Stratford, Dickson, Loton, Begley, Gamble and Lawson-Kerr**

# CENTRAL EAST ACCOMMODATION & CARE ALLIANCE INC

## CONSTITUTION

ATTACHMENT



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*advoc*

**> WHEN THERE'S  
BUSINESS AT STAKE**  
WE'RE YOUR LEGAL PARTNERS

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## **1. PRELIMINARY**

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### **1.1 Name of Association**

The name of the Association shall be "Central East Accommodation & Care Alliance Inc".

### **1.2 Vision of the Association**

The Association and its constituent members recognise the need for affordable, suitable and sustainable housing that meets the needs of the current and future population in the Region. The Association will implement agreed strategies and secure funding from sources including State and Commonwealth governments, the private sector and not for profit organisations to facilitate the achievement of the Associations objects and purposes including providing for construction, management and maintenance of housing in the Region.

### **1.3 Objects and Purposes of Association**

The objects and purposes of the Association are:

- (a) advancing the social or public welfare of people in need including disadvantaged, aged and individuals with disabilities in the Region;
- (b) relieving the poverty, distress or disadvantage of people in need including disadvantaged, aged and individuals with disabilities in the Region;
- (c) caring for and supporting people in need including disadvantaged, aged and individuals with disabilities in the Region;
- (d) providing and managing affordable housing, accommodation and services for people in need including disadvantaged, aged and individuals with disabilities in the Region;
- (e) seeking funds and assistance from various sources to achieve the provision and management of affordable housing, accommodation and services for people in need including disadvantaged, aged and individuals with disabilities in the Region;
- (f) developing new and innovative ways of delivering affordable housing, accommodation and services for people in need including disadvantaged, aged and individuals with disabilities in the Region;
- (g) raising and promoting government and community awareness of the needs of people in need including disadvantaged, aged and individuals with disabilities in the Region for affordable housing, accommodation and services;
- (h) working with government and the community to develop policies and programmes to increase the availability of affordable housing, accommodation and services for people in need including disadvantaged, aged and individuals with disabilities in the Region;
- (i) acting in a manner consistent with that of a Registered Charity; and
- (j) purposes that are incidental or ancillary to, and in furtherance or in aid of, the foregoing objects and purposes.

### **1.4 Quorum for Management Committee Meeting**

Fifty (50%) percent of the Management Committee Members plus one constitute a quorum for the conduct of the business at a Management Committee Meeting.

## 1.5 Quorum for General Meetings

Fifty (50%) percent of the total number of Members plus one (being a natural person or a person appointed under Rule 6.3(a)) present in person, or present through the use of technology under Rule 17.1(a)(ii), and eligible to cast a vote under these Rules at a General Meeting will constitute a quorum for the conduct of business at a General Meeting.

## 2. INTERPRETATION

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### 2.1 Definitions

In these Rules, unless the contrary intention appears:

**ACNC Act** means the *Australian Charities and Not-for-profits Commission Act 2012* (Cth);

**ACNC Commissioner** means the Commissioner of the Australian Charities and Not-for-profits Commission for the purposes of the ACNC Act;

**Act** means the Associations Incorporation Act 2015 (WA);

**Annual General Meeting** means the annual general meeting convened under Rule 23.1;

**Associate Member** means a person, local government, body corporate, or incorporated association that:

- (a) satisfies the requirements of Rule 5.3(a); and
- (b) whose application for membership is accepted by the Management Committee under Rule 5.5; and
- (c) have complied with Rule 5.6;

**Association** means Central East Aged Care Alliance Inc;

**Books of the Association** has the meaning given to it in section 3 of the Act, and includes the following —

- (a) a Register;
- (b) Financial Records, Financial Statements and Financial Reports, however compiled, recorded or stored;
- (c) a document;
- (d) any other record of information;

**By-laws** means by-laws made by the Association under Rule 25;

**Code of Conduct** means the Code of Conduct of the Association (if any) which may be amended or added to from time to time by the Management Committee as it deems appropriate;

**Commissioner** means the person designated as the Commissioner from time to time under the Act;

**Commissioner of Taxation** means the Commissioner of Taxation, a Second Commissioner of Taxation or a Deputy Commissioner of Taxation for the purposes of the ITAA97;



**Community Housing Assets** means as defined within the Community Housing Regulatory Framework ("Framework") as:

- (a) land and/or premises transferred to the CHP by the Housing Authority, but does not include land or land and premises that the Housing Authority sells at market value to the CHP;
- (b) land and/or premises acquired by the CHP wholly or partly with funding provided by the Housing Authority, including but not limited to where such funding is comprised of:
  - (i) funding provided directly by the Housing Authority;
  - (ii) GST input tax credits claimed by the CHP in connection with any supplies which are funded wholly or partly by the Housing Authority;
- (c) a legal interest in land and/or premises acquired by the CHP wholly or partly with funding provided or where the acquisition is facilitated by the Housing Authority;
- (d) land and/or premises acquired by the CHP wholly or in part with borrowings leveraged off or cash flow generated from any assets in the CHP's portfolio in which the Housing Authority has or had an interest;
- (e) land and/or premises where the Housing Authority is identified as having an interest in any legal agreement;
- (f) land and/or premises procured with the proceeds of sale of land and /or premises in which the Housing Authority has previously had an interest; and
- (g) housing constructed by the Housing Authority or improvements made on land and/or premises by the Housing Authority;

**Community Housing Provider (CHP)** is defined within the Framework as an organisation that provides community housing;

**Contribution** means:

- (a) a contribution of money or property as described in item 7 of the table contained in section 30-15 of the ITAA97 in relation to a fundraising event; or
- (b) a contribution of money as described in item 8 of the table contained in section 30-15 of the ITAA97 in relation to a successful bidder at an auction that was a fundraising event,

held for the Objects;

**Deductible Gift Recipient** means an institution, fund, authority or any other entity that is endorsed as a deductible gift recipient by the Commissioner of Taxation under Division 30 of the ITAA97 or is a specific listed deductible gift recipient under Division 30 of the ITAA97;

**Financial Records** has the meaning given to it in section 62 of the Act and includes:

- (c) invoices, receipts, orders for the payment of money, bills of exchange, cheques, promissory notes and vouchers;
- (d) documents of prime entry; and
- (e) working papers and other documents needed to explain:

- (i) the methods by which financial statements are prepared; and
- (ii) adjustments to be made in preparing financial statements;

**Financial Report** has the meaning given to it in sections 62 and 63 of the Act;

**Financial Statements** has the meaning given to it in section 62 of the Act;

**Financial Year** has the meaning given to it in Rule 22;

**Foundation General Members** of the Association are the eleven (11) Shires which formed the Association;

**General Meeting** means an Annual General Meeting or a Special General Meeting of the Association;

**General Member** means a person, local government, body corporate or incorporated association that:

- (a) satisfies the requirements of Rule 5.2(b); and
- (b) whose application for membership is accepted by the Management Committee under Rule 5.5; and
- (c) have complied with Rule 5.6;

**ITAA97** means the *Income Tax Assessment Act 1997* (Cth);

**Management Committee** means the committee of management required by the Act which is the body responsible for the management of the affairs of the Association;

**Management Committee Meeting** means a meeting referred to in Rule 14.1;

**Management Committee Member** means a member of the Management Committee elected or appointed under Rule 12;

**Member** means a person, local government, body corporate or incorporated association that becomes a member of the Association under these Rules;

**Objects** means the objects referred to in Rule 1.3;

**Office Holder** has the meaning given to it at Rule 10.2(c);

**Ordinary Resolution** means a resolution to decide a question, matter or resolution at a General Meeting that is not a Special Resolution;

**Poll** means voting conducted in written form which may include, but is not limited to a secret ballot (as opposed to general agreement or a show of hands);

**Region** means the aggregate of the districts of the local governments that are General Members of the Association;

**Register** means the register of Members referred to in Rule 8.1(a);

**Registered** is defined within the Framework as a Community Housing Provider that has successfully achieved registration under the Framework as a tier 1, 2 or 3 provider;

**Registered Charity** means an entity registered by the ACNC Commissioner as a charity in accordance with the ACNC Act;

**Rules** means this constitution of the Association as amended from time to time under Rule 24.2;

**Special General Meeting** means the meeting convened under Rule 18;

**Special Resolution** is a resolution of the Association passed in accordance with Rule 19.1;

**Surplus Property** has the meaning given to it in the Act and means the property remaining when the Association is wound up or cancelled after satisfying:

- (a) the debts and liabilities of the Association; and
- (b) the costs, charges and expenses of winding up the Association,

but does not include the Books of the Association or Community Housing Assets; and

**Tier 3 Association** has the meaning given to it in section 62 of the Act.

## 2.2 Interpretation

In these Rules, unless the contrary intention appears:

- (a) **(headings)** underlining, numberings, typesetting styles and layouts are for convenience only and do not affect the interpretation of these Rules;
- (b) **(gender)** a reference to any gender includes every gender;
- (c) **(person)** the word person includes a firm, a partnership, a joint venture, an organisation or an authority;
- (d) **(may)** the word may is permissive and not mandatory;
- (e) **(singular includes plural)** the singular includes the plural and vice versa;
- (f) **(grammatical form)** where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (g) **(including)** the word including and similar expressions are not words of limitation and a **general** description of any matter or thing whatever shall not be read down if followed by any specific examples of that matter or thing;
- (h) **(regulations)** a reference to a law includes regulations and instruments made under the law;
- (i) **(amendments to statutes)** a reference to a law or a provision of a law includes amendments, re-enactments or replacements of that law or the provision;
- (j) **(from time to time)** a power, an authority or a discretion reposed in the members', a member, the Management Committee or an Office Holder may be exercised at any time and from time to time;
- (k) **(function)** a reference to a function includes a reference to a power, authority and duty; and
- (l) **(exercise of a function)** a reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power or authority of the performance of the duty.

## 2.3 Notices

- (a) A notice or other communication connected with these Rules has no legal effect unless it is in writing and given as follows:
  - (i) delivered by hand to the nominated address of the addressee;
  - (ii) sent by post to the nominated postal address of the addressee; or
  - (iii) sent by e-mail or any other method of electronic communication (including facsimile) to the nominated electronic address of the addressee.
- (b) Any notice given to a Member under these Rules, must be sent to Member's address as set out in the Register.
- (c) When a notice is:
  - (i) delivered by hand under Rule 2.3(a)(i) it is properly served when delivered to, and received by, the recipient;
  - (ii) sent by ordinary pre-paid post under Rule 2.3(a)(ii), it is taken to have been received five (5) working days after posting;
  - (iii) sent by email under Rule 2.3(a)(iii), it is taken to have been received at the time when the sender receives confirmation on its server that the message has been transmitted;
  - (iv) sent by facsimile under Rule 2.3(a)(iii), it is taken to have been received at the time shown on the transmission report as the time the whole facsimile was sent.

## 3. POWERS OF THE ASSOCIATION

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### 3.1 Powers of the Association

The powers conferred on the Association are the same as those conferred by section 14 of the Act, so that subject to the Act, the Association may do all things necessary or convenient for carrying out its objects or purposes in a lawful manner, and in particular may:

- (a) acquire, hold, deal with, and dispose of any real or personal property;
- (b) open and operate bank accounts;
- (c) invest its money:
  - (i) as trust funds may be invested under the *Trustees Act 1962* Part III; or
  - (ii) in any other manner authorised by the Rules;
- (d) borrow money upon such terms and conditions as the Association thinks fit;
- (e) give such security for the discharge of liabilities incurred by the Association as the Association thinks fit;
- (f) appoint agents to transact any business of the Association on its behalf;
- (g) enter into any other contract it considers necessary or desirable;

- (h) employ such persons as the Association deems appropriate to pursue the objects of the Association or to administer the affairs of the Association; and
- (i) act as trustee and accept and hold real and personal property upon trust, but does not have power to do any act or thing as a trustee that, if done otherwise, would contravene the Act or the Rules.

### **3.2 Paid Officers**

- (a) The Management Committee may appoint from time to time an independent Chairperson and an Executive Officer for the Association and any other paid officers as may be required to conduct the affairs of the Association and may also terminate such appointments.
- (b) The term of appointment, remuneration and other employment terms and conditions of a Chairperson or Executive Officer or other paid officer shall be on terms agreed by the Management Committee.

### **3.3 Office of the Association**

The office of the Association shall be at such place as the Management Committee may from time to time determine.

## **4. NOT FOR PROFIT**

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- (a) The property and income of the Association shall be applied solely towards promoting the objects or purposes of the Association and no part of that property or income may be paid or otherwise distributed, directly or indirectly, to any Member, except in good faith in the promotion of those objects or purposes.
- (b) A payment may be made to a Member out of the funds of the Association only if it is authorised under Rule 4(c).
- (c) A payment to a Member out of the funds of the Association is authorised if it is:
  - (i) the payment in good faith to the Member as reasonable remuneration for any services provided to the Association, or for goods supplied to the Association, in the ordinary course of business; or
  - (ii) the payment of interest on money borrowed by the Association from the Member, at a rate not greater than the cash rate published from time to time by the Reserve Bank of Australia; or
  - (iii) the payment of reasonable rent to a Member for premises leased by the Member to the Association; or
  - (iv) the reimbursement of reasonable expenses properly incurred by the Member on behalf of the Association.

## **5. BECOMING A MEMBER**

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### **5.1 Minimum Number of Members**

The Association must have at least six Members with full voting rights.

## 5.2 General Members

- (a) The current Foundation General Members are General Members of the Association.
- (b) Any:
  - (i) local government; and
  - (ii) any person, body corporate or incorporated association with interests or objectives which include objectives consistent with the objects of the Association;

may apply to be a General Member of the Association.
- (c) A General Member has all the rights provided to Members under the Rules, including full voting rights, and is eligible for nomination, election and appointment to the Management Committee as an Office Holder or ordinary Management Committee Member.

## 5.3 Associate Members

- (a) Any person, local government, body corporate or incorporated association that is not eligible, or does not wish, to be a General Member of the Association may apply to be an Associate Member of the Association.
- (b) An Associate Member shall enjoy the same privileges and be subject to the same obligations as a General Member, except an Associate Member is not entitled or eligible to:
  - (i) vote at any General Meeting;
  - (ii) propose a resolution at a General Meeting;
  - (iii) call a General Meeting;
  - (iv) be nominated, elected, or appointed as a Management Committee Member or Office Holder;
  - (v) nominate a Management Committee Member or Office Holder; or
  - (vi) nominate a person, local government, body corporate, or incorporated association to be a Member of the Association.

## 5.4 Applying for Membership

- (a) A person, local government, body corporate, or incorporated association who wish to become a Member must:
  - (i) be nominated for membership by two General Members;
  - (ii) apply in writing to the Association, using the form prescribed by the Association (if any) together with any levy due under Rules 9.1 and 9.2; and
  - (iii) consent to become a Member for a 3 year term.

- (b) A local government, body corporate, or incorporated association who wish to become a Member must comply with Rule 6.3 and appoint in writing a natural person to represent it at General Meetings and on the Management Committee.
- (c) All application forms must:
  - (i) state the full name of the applicant;
  - (ii) state a contact postal, business or residential address, and an email address, for the applicant;
  - (iii) confirm the applicant's consent to become a Member for a 3 year term; and
  - (iv) if applicable, appoint in writing a natural person to represent it at General Meetings and on the Management Committee, and state
    - (A) the name of the appointed person; and
    - (B) a contact postal, business or residential address, and an email address, for the appointed person.
- (d) All application forms must be signed by the applicant and the two nominating General Members (or persons appointed under Rule 6.3(a) with authority to represent the General Members).
- (e) If the Association has more than one class of membership, the application form must specify the applicable class of membership.

## 5.5 Deciding Membership Applications

- (a) The Management Committee will consider and decide whether to approve or reject any membership application.
- (b) Subject to Rule 5.5(c) applications will be considered and decided in the order they are received by the Association.
- (c) When considering a membership application, the Management Committee may seek clarification of any matter or further information in support of the application and may delay its decision to allow for that material to be provided and proceed to consider and decide other applications.
- (d) The Management Committee may approve a membership application if, in the view of the Committee, the applicant:
  - (i) meets the eligibility requirements for the relevant membership class under Rule 5.2(b) or 5.3(a); and
  - (ii) applies under Rule 5.4.
- (e) The Management Committee may refuse to accept a membership application even if the applicant has applied in writing and complies with all the eligibility requirements under Rule 5.2(b) or 5.3(a).
- (f) As soon as is practicable after the Management Committee has made a decision under Rule 5.5, the Management Committee must notify the applicant in writing of the outcome of their membership application but is not obliged to provide reasons for the decision, and the decision of the Management Committee shall be final.

## **5.6 Becoming a Member and Term of Membership**

- (a) An applicant becomes a Member if:
  - (i) the applicant is eligible for membership under Rule 5.2(b) or 5.3(a);
  - (ii) the applicant applies in writing using the prescribed form (if any) to the Association under Rule 5.4;
  - (iii) the Management Committee approves the applicant's application for membership submitted under Rule 5.5; and
  - (iv) the applicant has paid the levy due under Rules 9.1 and 9.2 (if any).
- (b) The applicant immediately becomes a Member of the applicable class of membership and is entitled to exercise all the rights and privileges of that class of membership and must comply with all of the obligations of membership under these Rules, when Rule 5.6(a) has been fulfilled.
- (c) Subject to Rule 7:
  - (i) a Member holds membership with the Association for a term of 3 years commencing on the date their membership takes effect under this Rule 5.6; and
  - (ii) all existing General Members as at 30 June 2023 consent and agree to remain a Member for a 3 year term on and from 1 July 2023.

## **5.7 Recording Membership in the Register**

The Secretary must enter the name of a Member in the Register within 28 days after the Member becomes a Member under these Rules.

## **6. LIABILITY AND ENTITLEMENTS OF MEMBERS**

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### **6.1 Classes of Members**

- (a) The membership of the Association consists of:
  - (i) General Members; and
  - (ii) Associate Members;
- (b) The Association may have any class of membership determined by resolution of Members at a General Meeting.
- (c) If the Association has two or more classes of members, no Member can belong to more than one class of membership.
- (d) Subject to any limitation specified in these Rules, each class of membership shall have rights and benefits as determined by the Management Committee or by resolution of Members at a General Meeting.
- (e) The maximum number of General Members is unlimited unless the Association in General Meeting decides otherwise.



## **6.2 Membership Voting Rights of Members**

Each Member that is entitled to vote has one (1) vote at a General Meeting of the Association.

## **6.3 Voting by a local government, body corporate, or incorporated association**

- (a) A Member which is a local government, body corporate, or incorporated association:
  - (i) by written notice to the Association must appoint a natural person to be the Member's representative at a particular General Meeting, or at all General Meetings and on the Management Committee; and
  - (ii) may at any time by written notice to the Association revoke an appointment of their representative provided that in the same notice a replacement representative is appointed.
- (b) A copy of a written notice pursuant to Rule 6.3(a) must be lodged with the Secretary.
- (c) A person appointed under Rule 6.3(a) has authority to represent the local government, body corporate, or incorporated association as a Member:
  - (i) in the case of an appointment in respect of a particular General Meeting, until the conclusion of that General Meeting; or
  - (ii) otherwise, until the appointment is revoked in writing by the local government, body corporate, or incorporated association, and notice of the revocation is given to the Secretary.
- (d) The selection of the person pursuant to Rule 6.3(a) shall be at the discretion of the applicant. Without limiting that discretion, it is the intention of the Association that persons appointed by local government Members should be a person who normally resides within the district of that local government.

## **6.4 Liability of Members**

- (a) A Member is only liable for their outstanding levy payable under Rules 9.1 and 9.2, if any.
- (b) Subject to Rule 6.4(a), a Member is not liable, by reason of the person's membership, for the liabilities of the Association or the cost of winding up the Association.
- (c) Rule 6.4(b) does not apply to liabilities incurred by or on behalf of the Association by the Member before incorporation.

## **6.5 Payment to Members**

- (a) Subject to Rule 6.5(b), no portion of the income or property of the Association may be paid directly or indirectly, by way of dividend, bonus or otherwise to the Members.
- (b) Rule 6.5(a) does not prevent payments authorised by Rule 4(c).

## **6.6 Membership Entitlements not Transferable**

Subject to Rule 6.3(a), a right, privilege or obligation that a person, local government, body corporate or incorporated association has because it, he or she is a Member of the Association:

- (a) is not capable of being transferred to any other person, local government, body corporate, or incorporated association; and
- (b) ends when the membership ceases for that person, local government, body corporate, or incorporated association.

## **7. CEASING TO BE A MEMBER**

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### **7.1 Ending Membership**

- (a) The membership of a Member ends if the Member:
  - (i) dies;
  - (ii) ceases to be a Member under Rule 9.1(d);
  - (iii) ceases to be a Member under Rule 9.2(d);
  - (iv) resigns as a Member under Rule 7.2; or
  - (v) is expelled from the Association under Rule 7.3.
- (b) For a period of one year after a Member's membership ends, the Secretary must keep a record of:
  - (i) the date on which a person, local government, body corporate, or incorporated association ceases to be a Member under Rule 7.1(a); and
  - (ii) the reason why the person, local government, body corporate, or incorporated association ceases to be a Member.
- (c) If a local government, body corporate, or incorporated association ceases to be a Member, then any appointment to a natural person made by it under Rule 6.3 immediately ceases to have any effect.

### **7.2 Resigning as a Member**

- (a) A Member who has paid all amounts payable by the Member to the Association in respect of their membership, may resign from membership by giving written notice of their resignation to the Secretary.
- (b) The Member resigns:
  - (i) at the time the Secretary receives the notice; or
  - (ii) if a later time is stated in the notice, at that later time.
- (c) Any Member who resigns from the Association remains liable to pay to the Association any outstanding fees or levy for the remainder of their membership term under Rule 5.6 (if any) which may be recovered as a debt due to the Association by the Member.

### 7.3 Suspending or Expelling Members

- (a) The Management Committee may, by resolution, discipline a Member by any means considered appropriate, or suspend or expel a Member from membership if, in the opinion of the Management Committee:
  - (i) the Member or any person authorised to represent the Member under Rule 6.3 refuses or neglects to comply with these Rules or the Code of Conduct; or
  - (ii) the conduct or behaviour of the Member or any person authorised to represent the Member under Rule 6.3:
    - (A) is detrimental to the interests of the Association; or
    - (B) has brought the Association into disrepute; or
    - (C) has brought discredit on the Association; or
  - (iii) the Member is not solvent (as defined in the Bankruptcy Act 1966 (Cwth)); or
  - (iv) the Member applied for and obtained membership under a false pretence or by providing false information.
- (b) The Management Committee must hold a Management Committee Meeting to decide whether to suspend or expel a Member.
- (c) The Secretary must, not less than 28 days before the Management Committee Meeting referred to in Rule 7.3(b), give written notice to the Member:
  - (i) of the proposed suspension or expulsion and the grounds on which it is based;
  - (ii) of the date, place and time of the Management Committee Meeting;
  - (iii) that the Member, or the Member's representative, may attend the Management Committee Meeting; and
  - (iv) that the Member, or the Member's representative, may address the Management Committee at the meeting and will be given a full and fair opportunity to state the Member's case orally, or in writing, or both.
- (d) At the Management Committee Meeting referred to in Rule 7.3(b) the Management Committee must:
  - (i) give the Member, or the Member's representative, a full and fair opportunity to state the Member's case orally;
  - (ii) give due consideration to any written statement submitted by the Member; and
  - (iii) determine whether or not the Member should be:
    - (A) expelled from the Association; or
    - (B) suspended from membership, and if so, the period that the Member should be suspended from membership; or

- (C) disciplined by any means considered appropriate, which may include reprimanding the Member; or
  - (D) exonerate the Member
- (e) The Secretary must inform the Member in writing of the decision of the Management Committee and the reasons for the decision, within 7 days of the Management Committee Meeting referred to in Rule 7.3(d).
- (f) If the Management Committee has decided to suspend or expel a Member under Rule 7.3(d), the Member is immediately suspended or expelled from membership from the date of that decision irrespective of whether the Member appeals the decision.

#### **7.4 Right of Appeal against Suspension or Expulsion**

- (a) If a Member is suspended or expelled or disciplined under Rule 7.3, the Member may appeal the Management Committee's decision by giving written notice of appeal to the Secretary within 14 days of receiving notice of the Management Committee's decision.
- (b) The notice of appeal must:
  - (i) identify the decision appealed against;
  - (ii) provide a summary of the reasons for the appeal;
  - (iii) request the convening of a General Meeting to consider the appeal.
- (c) The Secretary must issue notice to convene a General Meeting to consider the appeal within 14 days after receiving a notice of appeal.
- (d) At the General Meeting referred to in Rule 7.4(c):
  - (i) the Member, or the Member's representative, must be given a full and fair opportunity to state the Member's case orally;
  - (ii) the General Meeting may give consideration to any written statement submitted by the Member; and
  - (iii) the General Meeting must determine by resolution;
    - (A) whether or not the decision of the Management Committee should be upheld or changed; and
    - (B) if changed, then what the decision should be.

#### **7.5 Reinstatement of a Member**

If the Management Committee's decision to suspend or expel or discipline a Member is revoked under these Rules, any act performed by the Management Committee or Members in General Meeting during the period that the Member was suspended or expelled from membership under Rule 7.3(e), is deemed to be valid, notwithstanding the Member's inability to exercise their rights or privileges of membership, including voting rights, during that period.

## **7.6 When a Member is Suspended**

- (a) If a Member's membership is suspended under Rule 7.3(e), the Secretary must record in the Register:
  - (i) the name of the Member that has been suspended from membership;
  - (ii) the date on which the suspension takes effect; and
  - (iii) the length of the suspension as determined by the Management Committee under Rule 7.3(d)(iii)(B).
- (b) A Member that has been suspended under Rule 7.3(e) cannot exercise any rights or privileges of membership, including voting rights, during the period they are suspended from membership.
- (c) Upon the expiry of the period of a Member's suspension, the Secretary must record in the Register that the Member is no longer suspended.

## **8. MEMBERSHIP REGISTER**

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### **8.1 Register of Members**

- (a) The Secretary or a person authorised by the Management Committee from time to time must maintain a register of Members and make sure that the Register is up to date.
- (b) The Register must contain:
  - (i) the full name of each Member;
  - (ii) a contact postal, business or residential address, and an email address of each Member;
  - (iii) the class of membership held by the Member;
  - (iv) the date on which the person became a Member; and
  - (v) the name and contact details of any person appointed by the Member under Rule 6.3(a).
- (c) Any change in membership of the Association must be recorded in the Register within 28 days after the change occurs.
- (d) The Register must be kept and maintained at the Association's listed office or at such other place as the Management Committee decides.

### **8.2 Inspecting the Register**

- (a) Any Member, or a person appointed by a Member under Rule 6.3(a), is able to inspect the Register free of charge, at such time and place as is mutually convenient to the Association and the Member.
- (b) A Member must contact the Secretary to request to inspect the Register.
- (c) The Member may make a copy of details from the Register but has no right to remove the Register for that purpose.

### 8.3 Copy of the Register

- (a) A Member, or a person appointed by a Member under Rule 6.3(a), may make a request in writing for a copy of the Register.
- (b) The Management Committee may require a Member who requests a copy of the Register to provide a statutory declaration setting out the purpose of the request and declaring that the purpose is connected with the affairs of the Association.
- (c) The Association may charge a reasonable fee to the Member for providing a copy of the Register, the amount to be determined by the Management Committee from time to time.

### 8.4 When Using the Information in the Register is Prohibited

A Member, or a person appointed by a Member under Rule 6.3(a), must not use or disclose the information on the Register:

- (a) to gain access to information that a Member has deliberately denied them (that is, in the case of social, family or legal differences or disputes);
- (b) to contact, send material to the Association or a Member for the purpose of advertising for political, religious, charitable or commercial purposes unless the use of the information is approved by the Management Committee; or
- (c) for any other purpose unless the purpose:
  - (i) is directly connected with the affairs of the Association; or
  - (ii) relates to the provision of information to the Commissioner in accordance with a requirement of the Act.

## 9. MEMBERSHIP LEVY

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### 9.1 Members Discretionary Levy

- (a) Subject to Rule 30.1(a), the Management Committee may from time to time determine the amount of a Member's discretionary levy to be paid by each Member or each class of Members from time to time.
- (b) Each Member must pay the Member's discretionary levy determined under Rule 9.1(a) to the Treasurer, or a person authorised by the Management Committee to receive payments, as and when decided by the Management Committee.
- (c) If a Member pays the Member's discretionary levy within 2 calendar months after the due date, the Member retains all the rights and privileges of a Member for the purposes of these Rules during that time, including the right to vote.
- (d) Subject to Rule 9.1(e), if a person fails to pay the Member's discretionary levy within 2 calendar months after the due date, the person ceases to be a Member.
- (e) If a person ceases to be a Member under Rule 9.1(d), and subsequently pays to the Association all the Member's discretionary levy, the Management Committee may, if it thinks fit, reinstate the Member's rights and privileges from the date on which the outstanding levy is paid, including the right to vote.

## **9.2 Annual Membership Levy**

- (a) The Management Committee may from time to time determine the amount of the annual membership levy, if any, including a maximum membership levy per annum or over a 3 year term, to be paid by each Member or each class of Members.
- (b) Each Member must pay the Member's annual membership levy determined under Rule 9.2(a) to the Treasurer, or a person authorised by the Management Committee to receive payments, annually and within 30 days of the date of an invoice, which are usually issued annually in July or on any other date that the management Committee determines.
- (c) If a Member pays the annual membership levy within 2 calendar months after the due date, the Member retains all the rights and privileges of a Member for the purposes of these Rules during that time, including the right to vote.
- (d) Subject to Rule 9.2(e), if a Member fails to pay the annual membership levy within 2 calendar months after the due date, the Member ceases to be a Member of the Association.
- (e) If a Member ceases to be a Member under Rule 9.2(d), and subsequently pays to the Association all the Member's outstanding levy, the Management Committee may, if it thinks fit, reinstate the Member's rights and privileges from the date on which the outstanding levy is paid, including the right to vote.
- (f) In the event a Member ceases to be a Member of the Association under Rule 7.2 prior to the expiry of their term under Rule 5.6(c), the Member will be liable to pay to the Association the annual membership levy payable for the remainder of their membership term (if any). A Member's liability will be the Member's total annual membership levy for the full 3 year membership term less any annual membership levy in respect of the 3 year membership term paid to the Association, which may be recovered as a debt due to the Association by the Member.

## **10. POWERS AND COMPOSITION OF THE MANAGEMENT COMMITTEE**

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### **10.1 Powers of the Management Committee**

- (a) The governing body of the Association is to be called the Management Committee and it has authority to control and manage the affairs of the Association.
- (b) Subject to the Act, these Rules and any by-law or lawful resolution passed by the Association in General Meeting, the Management Committee:
  - (i) may exercise all powers and functions as may be exercised by the Association, other than those powers and functions that are required by these Rules to be exercised by General Meetings of the Members; and
  - (ii) has power to perform all acts and do all things as appear to the Management Committee to be necessary or desirable for the proper management of the business and affairs of the Association.

### **10.2 Management Committee Members**

- (a) The Management Committee is to consist of:
  - (i) the Office Holders of the Association; and

- (ii) not less than one other ordinary Management Committee Member.
- (b) The maximum number of other ordinary Management Committee Members is to be determined by the Management Committee.
- (c) The Office Holders of the Association are:
  - (i) the Chairperson;
  - (ii) the Deputy Chairperson;
  - (iii) the Secretary; and
  - (iv) the Treasurer.
- (d) A Management Committee Member must be either:
  - (i) a General Member; or
  - (ii) the Chairperson appointed by the Management Committee from time to time.
- (e) Where a General Member is a local government, body corporate, or incorporated association and is elected as a Management Committee Member that General Member shall be represented on the Management Committee by the person appointed under Rule 6.3(a) as representative for that General Member;
- (f) No person is permitted to hold more than one of the positions set out in Rule 10.2(c) at any time.
- (g) No person shall be entitled to hold a position on the Management Committee if the person has been convicted of, or imprisoned in the previous five years for:
  - (i) an indictable offence in relation to the promotion, formation or management of a body corporate;
  - (ii) an offence involving fraud or dishonesty punishable by imprisonment for a period of not less than three months; or
  - (iii) an offence under Part 4 Division 3 or section 127 of the Act,
 unless the person has obtained the consent of the Commissioner.
- (h) No person shall be entitled to hold a position on the Management Committee if the person is:
  - (i) according to the Interpretation Act (WA) section 13D, a bankrupt or a person whose affairs are administered under insolvency laws unless the person has obtained the consent of the Commissioner; or
  - (ii) disqualified from being a responsible entity by the ACNC Commissioner under the ACNC Act.
- (i) The Chairperson must not be when appointed, nor have been within the period of 5 years prior to the appointment, either a Member, a person appointed under Rule 6.3(a) to represent a Member, an employee of a Member or a councillor or officer of a Member.



## **11. ROLE AND RESPONSIBILITIES OF MANAGEMENT COMMITTEE MEMBERS AND OFFICE HOLDERS**

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### **11.1 Obligations of the Management Committee**

The Management Committee must take all reasonable steps to ensure the Association complies with its obligations under the Act and these Rules.

### **11.2 Responsibilities of Management Committee Members**

- (a) A Management Committee Member must exercise his or her powers and discharge his or her duties with a degree of care and diligence that a reasonable person would exercise in the circumstances.
- (b) A Management Committee Member must exercise his or her powers and discharge his or her duties in good faith in the best interests of the Association and for a proper purpose.
- (c) A Management Committee Member or former Management Committee Member must not improperly use information obtained because he or she is a Management Committee Member to:
  - (i) gain an advantage for himself or herself or another person; or
  - (ii) cause detriment to the Association.
- (d) A Management Committee Member or former Management Committee Member must not improperly use his or her position to:
  - (i) gain an advantage for himself or herself or another person; or
  - (ii) cause detriment to the Association.
- (e) A Management Committee Member having any material personal interest in a matter being considered at a Management Committee Meeting must:
  - (i) as soon as he or she becomes aware of that interest, disclose the nature and extent of his or her interest to the Management Committee;
  - (ii) disclose the nature and extent of the interest at the next General Meeting of the Association; and
  - (iii) not be present while the matter is being considered at the Management Committee Meeting or vote on the matter.
- (f) Rule 11.2(e) does not apply in respect of a material personal interest that:
  - (i) exists only because the Management Committee Member belongs to a class of persons for whose benefit the Association is established; or
  - (ii) the Management Committee Member has in common with all, or a substantial proportion of, the members of the Association.
- (g) The Secretary must record every disclosure made by a Management Committee Member under Rule 11.2(e) in the minutes of the Management Committee Meeting at which the disclosure is made.
- (h) No Management Committee Member shall make any public statement or comment or cause to be published any words or article concerning the conduct of the

Association unless the person is authorised by the Management Committee to do so and such authority is recorded in the minutes of the Management Committee Meeting.

- (i) The role of the Management Committee is in accordance with Rule 10.1(a) is to control the affairs of the Association. This role includes but is not limited to:
  - (i) ensuring the good governance of the Association;
  - (ii) determining and approving the policies of the Association;
  - (iii) determining the strategic direction of the Association and monitoring progress against the strategic plan;
  - (iv) determining and monitoring the risk management framework of the Association;
  - (v) appointing an Executive Committee and monitoring the performance of the Executive Committee;
  - (vi) appointing an Executive Officer and monitoring the performance of the Executive Officer; and
  - (vii) having oversight of the operations and activities of the Association.

### **11.3 Chairperson**

The Chairperson:

- (a) must consult with the Secretary regarding the business to be conducted at each Management Committee Meeting and each General Meeting;
- (b) may convene special meetings of the Management Committee under Rule 14.1(c);
- (c) may preside over Management Committee Meetings under Rule 14.3;
- (d) may preside over General Meetings under Rule 17.4; and
- (e) must ensure that the minutes of a General Meeting or Management Committee Meeting are reviewed and signed as correct under Rule 20(b).

### **11.4 The Deputy Chairperson**

The Deputy Chairperson:

- (a) shall assist the Chairperson in carrying out his or her duties and responsibilities as described in Rule 11.3; and
- (b) shall perform those duties and responsibilities in the absence of, and in accordance with the instructions of, the Chairperson.

### **11.5 Secretary**

- (a) The Secretary shall be responsible for fulfilling the directives of the Management Committee and the day-to-day operations of the Association, and must:
  - (i) co-ordinate the correspondence of the Association;

- (ii) consult with the Chairperson about all business to be conducted at meetings and convene General Meetings and Management Committee Meetings, including preparing the notices of meetings and of the business to be conducted at each meeting;
  - (iii) keep and maintain in an up to date condition the Rules as required by Rule 24.1 and any by-laws of the Association made in accordance with Rule 25;
  - (iv) maintain the register of the Members, referred to in Rule 8.1;
  - (v) maintain the record of office holders of the Association, referred to in Rule 11.7;
  - (vi) ensure the safe custody of the Books (with the exception of the Accounting Records) of the Association under Rule 27.1;
  - (vii) keep full and correct minutes of Management Committee Meetings and General Meetings; and
  - (viii) perform any other duties as are imposed by these Rules or the Association on the Secretary.
- (b) With the approval of the Management Committee, the Secretary may delegate the duties listed in Rule 11.5(a) to the Executive Officer for the Association.

#### **11.6 The Treasurer**

- (a) The Treasurer must:
- (i) ensure all moneys payable to the Association are collected, and that receipts are issued for those moneys in the name of the Association;
  - (ii) ensure the payment of all moneys referred to in Rule 11.6(a)(i) into the account or accounts of the Association as the Management Committee may from time to time direct;
  - (iii) ensure timely payments from the funds of the Association with the authority of a General Meeting or of the Management Committee;
  - (iv) ensure that the Association complies with the account keeping requirements in Part 5 of the Act;
  - (v) ensure the safe custody of the Financial Records of the Association and any other relevant records of the Association;
  - (vi) coordinate the preparation of the Financial Report of the Association prior to its submission to the Annual General Meeting of the Association, as if the Association was a Tier 3 Association;
  - (vii) assist the reviewer or auditor (if any) in performing their functions; and
  - (viii) perform any other duties as are imposed by these Rules or the Association on the Treasurer.
- (b) With the approval of the Management Committee, the Treasurer may delegate the duties listed in Rule 11.6(a) to the Executive Officer for the Association.

### **11.7 Record of Office Holders**

- (a) The Secretary or a person authorised by the Management Committee from time to time must maintain a record of office holders.
- (b) The record of office holders must include:
  - (i) the full name of each Office Holder;
  - (ii) the office held and the dates of appointment and (if applicable) cessation of the appointment; and
  - (iii) a current contact postal, residential or email address of each Office Holder.
- (c) The record of office holders must be kept and maintained at the Secretary's place of residence, or at such other place as the Management Committee decides.

### **11.8 Inspecting the Record of Office Holders**

- (a) Any Member, or a person appointed by a Member under Rule 6.3(a), is able to inspect the record of Office Holders free of charge, at such time and place as is mutually convenient to the Association and the Member.
- (b) The Member may make a copy of details from the record of Office Holders but has no right to remove the record for that purpose.

## **12. APPOINTING MANAGEMENT COMMITTEE MEMBERS**

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### **12.1 Appointment to the Management Committee**

- (a) Management Committee Members (except for the Chairperson) are appointed to the Management Committee by:
  - (i) election at an Annual General Meeting; or
  - (ii) appointment to fill a casual vacancy under Rule 13.1(b).
- (b) The Chairperson:
  - (i) is appointed by the Management Committee under Rule 3.2;
  - (ii) must satisfy Rule 10.2(h).

### **12.2 Nominating for Membership of the Management Committee**

- (a) The Secretary must send a notice calling for nominations for election to the Management Committee and specifying the date for the close of nominations, to all General Members at least twenty one (21) days before the date on which the Annual General Meeting is to be held.
- (b) Nominations for election to the Management Committee shall close not less than seven (7) days before the Annual General Meeting.
- (c) The nomination for election must be in the prescribed form:
  - (i) in writing;

- (ii) signed by the nominator (or the nominator's representative appointed pursuant to Rule 6.3), and the nominee to signify their willingness to stand for election; and
  - (iii) delivered in person, by facsimile transmission, email or post to the Secretary on or before the date for the close of nominations.
- (d) If a nomination for election to the Management Committee is not made in accordance with Rules 12.2(c) the nomination is to be deemed invalid and the Member will not be eligible for election unless Rule 12.3(c) applies.

### **12.3 Electing Management Committee Members**

- (a) If the number of valid nominations received under Rule 12.2 is equal or less than to the number of vacancies to be filled for the relevant position on the Management Committee, the Member nominated shall be deemed to be elected at the Annual General Meeting.
- (b) If the number of valid nominations exceeds the number of vacancies to be filled for the relevant position on the Management Committee, elections for the positions must be conducted at the Annual General Meeting.
- (c) If there are not enough valid nominations to fill the number of vacancies for the relevant positions on the Management Committee, the candidates nominated are (if any) deemed to be elected and further nominations may be received from the floor of the Annual General Meeting.
- (d) A General Member who is eligible for election or re-election may have another General Member nominate him or her from the floor for election or re-election.
- (e) Where the number of nominations from the floor exceeds the remaining number of vacancies on the Management Committee, elections for those positions must be conducted.
- (f) If an insufficient number of nominations are received from the floor for the number of vacancies on the Management Committee that remain, each position on the Management Committee for which there is no nomination is declared vacant by the person presiding at the Annual General Meeting and Rule 13.1(b) applies.
- (g) The elections for Office Holders or ordinary Management Committee Members are to be conducted at the Annual General Meeting in the manner directed by the Management Committee.
- (h) A list of candidates, names in alphabetical order, with the names of the Members who nominated each candidate, must accompany the notice of the Annual General Meeting.

### **12.4 Voting in Elections for Membership of the Management Committee**

- (a) Subject to Rule 19.3(d), each Member (who is a natural person, or a person representing a Member under Rule 6.3(a)) present in person, or present through the use of technology under Rule 17.1(a)(ii), and eligible to cast a vote at the Annual General Meeting may vote for one candidate for each vacant position on the Management Committee.
- (b) A Member who nominates for election or re-election may vote for himself or herself.

- (c) Elections for a position on the Management Committee at the Annual General Meeting shall be conducted by secret ballot. If any candidates receive an equal number of votes, the successful candidate shall be determined by a second or further ballots between the candidates with the equal number of votes until a clear winner is determined.

## **12.5 Term of Office of Management Committee Members**

- (a) At each Annual General Meeting of the Association, the appointment of:
  - (i) the Deputy Chairperson, Secretary, and Treasurer shall be elected for a term of one (1) year; and
  - (ii) the remaining Management Committee Member or Members to be appointed at the Annual General Meeting shall be elected for a term of one (1) year.
- (b) A Management Committee Member's term will commence on the date of:
  - (i) election at an Annual General Meeting; or
  - (ii) appointment to fill a casual vacancy that arises under Rule 13.1(b); or
  - (iii) in the case of an independent Chairperson appointed by the Management Committee under Rule 3.2, the date of such appointment.
- (c) Subject to Rule 12.5(d) all retiring Management Committee Members are eligible, on nomination under Rule 12.2, for re-election.
- (d) Effective from the date of the 2023 AGM, subject to Rule 12.5 (e), Management Committee Member terms in aggregate are to be no longer than nine (9) years. The time served on the Management Committee prior to the date of the 2023 AGM does not count towards the nine (9) years.
- (e) The Management Committee will ensure that succession planning for Management Committee Member terms is undertaken and reviewed regularly to ensure an orderly transition of Management Committee roles.

## **13. CEASING TO BE A MEMBER OF THE MANAGEMENT COMMITTEE**

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### **13.1 Vacant Positions on the Management Committee**

- (a) A casual vacancy occurs in the office of a Management Committee Member and that office becomes vacant if the Management Committee Member:
  - (i) dies;
  - (ii) ceases to be a Member;
  - (iii) becomes disqualified from holding a position under Rule 10.2 (f) or (g) as a result of bankruptcy or conviction of a relevant criminal offence;
  - (iv) becomes permanently incapacitated by mental or physical ill-health;
  - (v) resigns from office under Rule 13.2;
  - (vi) is removed from office under Rule 13.3;

- (vii) becomes prohibited or disqualified from being a responsible entity by the ACNC Commissioner under the ACNC Act; or
- (viii) is absent from more than:
  - (A) three (3) consecutive Management Committee Meetings without leave of absence that has been granted by the Management Committee; or
  - (B) three (3) Management Committee Meetings in the same Financial Year without tendering an apology to the person presiding at each of those Management Committee Meetings, where the Management Committee Member received notice of the meetings, and the Management Committee has resolved to declare the office vacant.
- (b) If a position on the Management Committee is declared vacant under Rule 12.3(f), or there is a casual vacancy within the meaning of Rule 13.1(a), the continuing Management Committee Members may:
  - (i) appoint a Member to fill that vacancy until the conclusion of the next Annual General Meeting; and
  - (ii) subject to Rule 13.1(c), act despite the vacant position on the Management Committee.
- (c) If the number of Management Committee Members is less than the number fixed under Rule 1.4 as the quorum for Management Committee Meetings, the continuing Management Committee Members may act only to:
  - (i) increase the number of Members on the Management Committee to the number required for a quorum; or
  - (ii) convene a General Meeting of the Association.
- (d) Where a Management Committee Member is a General Member that is a local government, body corporate or incorporated association which has appointed a person under Rule 6.3(a):
  - (i) the General Member that is a local government, body corporate or incorporated association that appointed that person may give written notice to the Secretary that such person has ceased to be the General Member's appointed representative, and nominate a replacement person as appointed representative; and
  - (ii) upon service of that notice the person who has ceased to be the representative shall cease to be the Management Committee Member, and the replacement person shall become the Management Committee Member, for that General Member.

## **13.2 Resigning from the Management Committee**

- (a) A Management Committee Member may resign from the Management Committee by giving written notice of resignation to the Secretary, or if the Management Committee Member is the Secretary, to the Chairperson.
- (b) The Management Committee Member resigns:

- (i) at the time the notice is received by the Secretary or Chairperson under Rule 13.2(a); or
- (ii) if a later time is stated in the notice, at the later time.

### **13.3 Removal from the Management Committee**

- (a) A Management Committee Member may only be removed from the Management Committee pursuant to Rule 13.1(a)(vi) by a resolution at a General Meeting of the Association.
- (b) The Management Committee Member who faces removal from the Management Committee must be given a full and fair opportunity at the General Meeting to decide the proposed resolution, to state his or her case as to why the Member should not be removed from his or her position on the Management Committee.
- (c) If all Management Committee Members are removed by resolution at a General Meeting, the Members must, at the same General Meeting, elect an interim Management Committee. The interim Management Committee must, within two months, convene a General Meeting of the Association for the purpose of electing a new Management Committee.

## **14. MANAGEMENT COMMITTEE MEETINGS**

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### **14.1 Meetings of the Management Committee**

- (a) The Management Committee must meet at least six (6) times in each year..
- (b) The Management Committee is to determine the place and time of all Management Committee Meetings.
- (c) Meetings of the Management Committee may be convened under Rule 14.2 by:
  - (i) the Chairperson; or
  - (ii) any two Management Committee Members.

### **14.2 Notice of Management Committee Meetings**

- (a) The Secretary must give each Management Committee Member at least 48 hours' notice of each Management Committee Meeting before the time appointed for holding the meeting.
- (b) Notice of a Management Committee Meeting must specify the general nature of the business to be transacted at the meeting.
- (c) Subject to Rule 14.2(d), only the business specified on the notice of the Management Committee Meeting is to be conducted at that meeting.
- (d) Urgent business may be conducted at Management Committee Meetings if the Management Committee Members present at a Management Committee Meeting unanimously agree to treat the business as urgent.

### **14.3 Chairing at Management Committee Meetings**

- (a) The Chairperson or, in the Chairperson's absence, the Deputy-Chairperson is to preside as the chair of each Management Committee Meeting.



- (b) If the Chairperson and the Deputy-Chairperson are absent or unwilling to act, the remaining Management Committee Members must choose one of their number to preside as the chair of that Management Committee Meeting.

#### **14.4 Procedure of the Management Committee Meeting**

- (a) The quorum for a Management Committee Meeting is specified at Rule 1.4. The Management Committee cannot conduct business unless a quorum is present.
- (b) If, within half an hour of the time appointed for the meeting, a quorum is not present the meeting is to stand adjourned to the same time, day and place in the following week.
- (c) If at a meeting adjourned under Rule 14.4(b), a quorum is not present within half an hour of the time appointed for the meeting, the Management Committee Members personally present will constitute a quorum.
- (d) Management Committee Meetings may take place:
  - (i) where the Management Committee Members are physically present together; or
  - (ii) where the Management Committee Members are able to communicate by using any technology that reasonably allows, at the discretion of the person who is the chair of that meeting or a majority of those Management Committee Members physically present, the Management Committee Member to participate fully in discussions as they happen in the Management Committee Meeting and in making decisions, provided that the participation of each Management Committee Member in the Management Committee Meeting must be made known to all other Management Committee Members.
- (e) A Management Committee Member who participates in a meeting as set out in Rule 14.4(d)(ii):
  - (i) is deemed to be present at the Management Committee Meeting; and
  - (ii) continues to be present at the meeting for the purposes of establishing a quorum,

until the Management Committee Member notifies the other Management Committee Members that he or she is no longer taking part in the Management Committee Meeting.
- (f) Subject to these Rules, the Management Committee Members present at the Management Committee Meeting are to determine the procedure and order of business to be followed at a Management Committee Meeting.
- (g) Subject to Rule 14.5, all Management Committee Members have the right to attend and vote at Management Committee Meetings.
- (h) All Members, or other guests, may attend Management Committee Meetings if invited by the Management Committee but the person shall not have any right to comment without invitation, or any right to vote.
- (i) The Secretary or a person authorised by the Management Committee from time to time must keep minutes of the resolutions and proceedings of all Management Committee Meetings together with a record of the names of persons present at each meeting.

#### **14.5 Voting at Management Committee Meetings**

- (a) Each Management Committee Member (except the person appointed to chair the meeting) present at a Management Committee Meeting has a deliberative vote.
- (b) A question arising at a Management Committee Meeting is to be decided by a majority of votes, but if there is an equality of votes, the person appointed to chair the Management Committee Meeting as set out in Rule 14.3 is entitled to exercise a casting vote.
- (c) Decisions may be made by general agreement or a show of hands.
- (d) A poll by secret ballot must be used if requested by any one Management Committee Member who requires a matter to be determined in this way and the person presiding as chair of the Management Committee Meeting will oversee the ballot.

#### **14.6 Acts not Affected by Defects or Disqualifications**

Any act performed by the Management Committee, a sub-committee or a person acting as a Management Committee Member is deemed to be valid even if the act was performed when:

- (a) there was a defect in the appointment of a Management Committee Member, sub-committee or person holding a subsidiary office; or
- (b) a Management Committee Member, a sub-committee member or a person holding a subsidiary office was disqualified from being a Member.

#### **14.7 Unanimous Resolutions Without Meeting**

- (a) A resolution signed by all members of the Management Committee and delivered to the Secretary shall have the same effect as if passed at a Management Committee Meeting.
- (b) A resolution pursuant to Rule 14.7 may be executed in any number of counterparts (whether in original or a copy transmitted by facsimile or pdf document transmitted by email), all of which taken together constitute one and the same document, and the resolution will be deemed to be made at the time the last resolution document signed by a Management Committee Member is received by the Secretary.

### **15. REMUNERATION OF MANAGEMENT COMMITTEE MEMBERS**

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Subject to Rule 3.2(a) and 4(c), a Management Committee Member must not receive any remuneration for their services as a Management Committee Member.

### **16. SUB-COMMITTEES AND DELEGATION**

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#### **16.1 Appointment of Sub-Committee**

- (a) The Management Committee may appoint (or may cancel) one or more sub-committees as considered appropriate by the Management Committee from time to time to assist with the conduct of the Association's operations, or to examine or report on any matter.

- (b) Sub-committees may comprise (in such numbers as the Management Committee determines) Members and non-members.
- (c) Subject to these Rules, the sub-committee members present at the sub-committee meeting are to determine the procedure and order of business to be followed at the sub-committee meeting.
- (d) The sub-committee shall remain responsible to, and must follow any directions of, the Management Committee at all times.

## **16.2 Delegation by Management Committee to Sub-Committee**

- (a) The Management Committee may delegate, in writing, to any or all of the sub-committees, any authority, power or functions and may cancel any authority, powers or functions, as the Management Committee sees fit from time to time.
- (b) Despite any delegation under this Rule, the Management Committee may continue to exercise all its functions, including any function that has been delegated to a sub-committee and remains responsible for the exercise of those functions at all times.

## **16.3 Delegation to Subsidiary Offices**

- (a) The Management Committee may create and fill such subsidiary office as may be necessary for the proper and efficient management of the Association's affairs.
- (b) The Management Committee may delegate, in writing, to any person holding a subsidiary office any authority, power or functions and may cancel any authority, powers or functions, as the Management Committee sees fit from time to time.
- (c) Despite any delegation under this Rule, the Management Committee may continue to exercise all its functions, including any function that has been delegated to a subsidiary office and remains responsible for the exercise of those functions at all times.

## **17. GENERAL MEETINGS**

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### **17.1 Procedure for General Meetings**

- (a) General Meetings may take place where the Members (being a natural person or represented by a person appointed under Rule 6.3(a)):
  - (i) are physically present together; or
  - (ii) where the Members are able to communicate by using any technology that reasonably allows the Member to participate fully in discussions as they happen in the General Meeting and in making any decisions, provided that:
    - (A) the use of technology is permitted either by the person presiding as chair of the meeting or by a resolution of those Members physically present; and
    - (B) the participation of the Member in the General Meeting must be made known to all other Members.
- (b) A Member who participates in a meeting as set out in Rule 17.1(a)(ii):

- (i) is deemed to be present at the General Meeting; and
- (ii) continues to be present at the General Meeting for the purposes of establishing a quorum,

until the Member notifies the other Members that he or she is no longer taking part in the General Meeting.

## **17.2 Quorum for General Meetings**

- (a) The Quorum for General Meetings is specified in Rule 1.4.
- (b) Subject to Rules 17.2(c) and (d), no business is to be conducted at a General Meeting unless a quorum of Members entitled to vote under these Rules is present at the time when the meeting is considering that item.
- (c) If, within thirty (30) minutes of the time appointed for the commencement of a General Meeting, a quorum is not present:
  - (i) in the case of a Special General Meeting, the meeting is to stand adjourned to:
    - (A) a place, date, and time as determined by the Management Committee; and
    - (B) the Secretary must give notice of the adjourned Special General Meeting in the same or substantially the same manner as General Meetings are convened;
  - (ii) in the case of an Annual General Meeting, the meeting is to stand adjourned to:
    - (A) the same time and day in the following week; and
    - (B) the same place unless another place is specified by the person acting as the chair of that Annual General Meeting at the time of the adjournment or by written notice to the Members given before the day to which the meeting is adjourned.
- (d) If at the adjourned meeting a quorum is not present within thirty (30) minutes of the time appointed for the commencement of the meeting, the Members present in person, or present through the use of technology under Rule 17.1(a)(ii), and eligible to cast a vote at the meeting are to constitute a quorum.

## **17.3 Notice of General Meetings and Motions**

- (a) The Secretary must give at least:
  - (i) 21 days' notice of a General Meeting to each Member, or
  - (ii) 21 days' notice of a General Meeting to each Member if a Special Resolution is proposed to be moved at the General Meeting.
- (b) The notice convening a General Meeting must specify:
  - (i) the place, date and time of the meeting; and
  - (ii) the particulars and order of the business to be conducted at the meeting.

- (c) The notice convening a General Meeting or any notice of motion must be issued in the manner prescribed by Rule 2.3.

#### **17.4 Presiding Member**

- (a) The Chairperson, or in the Chairperson's absence the Deputy-Chairperson, is to preside as chair of each General Meeting.
- (b) If the Chairperson and the Deputy-Chairperson are absent or unwilling to act, the remaining Management Committee Members must choose one of their number to preside as chair of the General Meeting.

#### **17.5 Adjournment of General Meetings**

- (a) The person presiding over a General Meeting, at which a quorum is present, may adjourn the meetings from time to time and place to place with the consent of a majority of Members present in person, or present through the use of technology under Rule 17.1(a)(ii), and eligible to cast a vote at the meeting.
- (b) No business is to be conducted at an adjourned meeting other than the unfinished business from the meeting that was adjourned.
- (c) When a General Meeting is adjourned for 14 days or more, the Secretary must give notice of the adjourned meeting in accordance with Rules 23 and 17.3 as if that General Meeting was a new General Meeting.

### **18. SPECIAL GENERAL MEETINGS**

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#### **18.1 Special General Meeting**

- (a) The Management Committee may at any time convene a Special General Meeting of the Association.
- (b) The Secretary must issue a notice to convene a Special General Meeting of the Association within 28 days after receiving a written request to do so from at least 20 per cent of the total number of General Members.

#### **18.2 Request for Special General Meeting**

A request by the General Members for a Special General Meeting must:

- (a) state the purpose of the meeting;
- (b) be signed by the required number of General Members making the request as specified in Rule 18.1(b); and
- (c) be lodged with the Secretary.

#### **18.3 Failure to Convene Special General Meeting**

- (a) If the Secretary fails to convene a Special General Meeting within the 28 days referred to in Rule 18.1(b), the General Members who made the request may convene a Special General Meeting within 3 months after the original request was lodged as if the Members were the Management Committee.
- (b) A Special General Meeting must be convened in the same or substantially the same manner as General Meetings are convened by the Management Committee

and the Association must pay the reasonable expenses of convening and holding the Special General Meeting.

## **19. MAKING DECISIONS AT GENERAL MEETINGS**

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### **19.1 Special Resolutions**

- (a) A Special Resolution must be moved at a General Meeting where notice of the Special Resolution has been given under Rule 19.1(c).
- (b) A Special Resolution of the Association is required to:
  - (i) amend the name of the Association;
  - (ii) amend the Rules, under Rule 24.2;
  - (iii) affiliate the Association with another body;
  - (iv) transfer the incorporation of the Association;
  - (v) amalgamate the Association with one or more other incorporated associations;
  - (vi) voluntarily wind up the Association;
  - (vii) cancel incorporation;
  - (viii) request that a statutory manager be appointed; or
  - (ix) sell, transfer or otherwise dispose of any land owned by the Association.
- (c) Notice of a Special Resolution must:
  - (i) be in writing;
  - (ii) include the place, date and time of the meeting;
  - (iii) include the intention to propose a Special Resolution;
  - (iv) set out the wording of the proposed Special Resolution; and
  - (v) be given in accordance with Rule 2.3.
- (d) If notice is not given in accordance with Rule 19.1(c), the Special Resolution will have no effect.
- (e) A Special Resolution must be passed at a General Meeting at which there is a quorum and be supported by the votes of not less than three-fourths of the Members present in person, or present through the use of technology under Rule 17.1(a)(ii), and eligible to cast a vote at the meeting.

### **19.2 Ordinary Resolutions**

Subject to these Rules, a majority of votes will determine an Ordinary Resolution.

### **19.3 Voting at meetings**

- (a) Subject to these Rules, each General Member has one vote at a General Meeting of the Association.

- (b) A person casts a vote at a meeting either by:
  - (i) voting at the meeting either in person; or
  - (ii) through the use of technology under Rule 17.1(a)(ii).
- (c) In the case of an equality of votes at a General Meeting, the person acting as chair of the meeting is entitled to exercise a second or casting vote.
- (d) A Member is only entitled to vote at a General Meeting if the Member's name is recorded in the Register (and where required has appointed a person under Rule 6.3(a)), as at the date the notice of the General Meeting was sent out under Rule 17.3.

#### **19.4 Manner of Determining Whether Resolution Carried**

- (a) Unless a Poll is demanded under Rule 19.5, if a question arising at a General Meeting of the Association is determined by general agreement or a show of hands, a declaration must be made by the person acting as chair of the General Meeting that the resolution has been:
  - (i) carried unanimously;
  - (ii) carried by a particular majority; or
  - (iii) lost.
- (b) If the declaration relates to a Special Resolution, then subject to Rule 19.1(c), the declaration should state that a Special Resolution has been determined.
- (c) The declaration made under Rule 19.4(a) must be entered into the minute book of the Association.
- (d) The entry in the minute book of the Association under Rule 19.4(c) is evidence of the fact that the resolution has been determined, without proof of the number or proportion of the votes recorded in favour of or against that resolution.

#### **19.5 Poll at General Meetings**

- (a) At a General Meeting, a Poll on any question may be demanded by either:
  - (i) the person acting as chair of the meeting; or
  - (ii) at least three Members of the Members present in person, or present through the use of technology under Rule 17.1(a)(ii), and eligible to cast a vote at the meeting.
- (b) If a Poll is demanded at a General Meeting, the Poll must be taken in a manner as the person acting as chair of the meeting directs and a declaration by the person acting as chair of the result of the Poll is evidence of the matter so declared.
- (c) If a Poll is demanded at a General Meeting, the Poll must be taken:
  - (i) immediately in the case of a Poll which relates to electing a person to preside over the meeting;
  - (ii) immediately in the case of a Poll which relates to adjourning the meeting; or

- (iii) in any other case, in the manner and time before the close of the meeting as the person acting as chair directs.

## **20. MINUTES OF MEETINGS**

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- (a) The Secretary or a person authorised by the Management Committee from time to time must keep minutes of the resolutions and proceedings of all General Meetings and Management Committee Meetings together with a record of the names of persons present at each meeting. The minutes are to be taken and then to be entered within 30 days after the holding of each meeting, into a minute book kept for that purpose.
- (b) The Chairperson must ensure that the minutes of a General Meeting or Management Committee Meeting under Rule 20(a) are reviewed and signed as correct by:
  - (i) the person acting as chair of the General Meeting or Management Committee Meeting to which those minutes relate; or
  - (ii) the person acting as chair of the next succeeding General Meeting or Management Committee Meeting.
- (c) When minutes have been entered and signed as correct under this Rule, they are, until the contrary is proved, evidence that:
  - (i) the General Meeting or Management Committee Meeting to which they relate was duly convened and held;
  - (ii) all proceedings recorded as having taken place at the General Meeting or Management Committee Meeting did in fact take place at the meeting; and
  - (iii) all appointments or elections purporting to have been made at the meeting have been validly made.
- (d) The minutes of General Meetings may be inspected by a Member under Rule 27.2.
- (e) The minutes of Management Committee Meetings may be inspected by a Member under Rule 27.2 unless the Management Committee determines that the minutes of Management Committee Meetings generally, or the minutes of a specific Management Committee Meeting are not to be available for inspection.

## **21. FUNDS AND ACCOUNTS**

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### **21.1 Control of Funds**

- (a) The funds of the Association must be kept in an account in the name of the Association in a financial institution determined by the Management Committee.
- (b) The funds of the Association are to be used in pursuance of the objects of the Association.
- (c) The Treasurer shall open and operate and maintain bank accounts in the name of the Association and shall have all moneys received by the Association deposited into such an account.



- (d) The Treasurer may open accounts with any financial institution in the name of the Association for the investment of Association moneys received into an Association bank account.
- (e) Payments from an Association account with any bank or other financial institution shall only be made if authorised by both:
  - (i) the Treasurer or in the Treasurer's absence by a duly authorised Management Committee Member; and
- (f) another duly authorised Management Committee Member. All expenditure above the maximum amount set by the Management Committee from time to time must be approved or ratified at a Management Committee Meeting.

## **21.2 Source of Association Funds**

- (a) The funds of the Association may be derived from a levy of Members, donations, State or Commonwealth grants, interest, and any other sources approved by the Management Committee.
- (b) The Association must, as soon as practicable:
  - (i) deposit all money received by the Association, to the credit of the Association's bank account, without deduction; and
  - (ii) after receiving any money, issue an appropriate receipt.

## **21.3 Financial Records**

- (a) The Association must keep Financial Records that:
  - (i) correctly record and explain its transactions, financial position and performance; and
  - (ii) enable true and fair financial statements to be prepared in accordance with Part 5 of the Act.
- (b) The Association must retain its Financial Records for at least 7 years after the transactions covered by the records are completed.

## **21.4 Financial Reports**

- (a) For each financial year, the Association must ensure that the requirements under Part 5 of the Act are met.
- (b) Without limiting Rule 21.4(a), those requirements include—
  - (i) the preparation of a Financial Report;
  - (ii) an audit of the Financial Report; and
  - (iii) the presentation of the Financial Report to the Annual General Meeting (and a copy of the auditor's report); and
  - (iv) if required by the regulations made under the Act, the lodgement of the annual return with the Commissioner.

## **21.5 Audit of the Financial Report**

The Association must ensure that an audit is undertaken of the Financial Report of the Association.

## **22. FINANCIAL YEAR OF THE ASSOCIATION**

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The financial year of the Association is the period of 12 months commencing on 1 July and ending on 30 June.

## **23. ANNUAL GENERAL MEETINGS**

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### **23.1 Annual General Meeting**

- (a) Subject to Rule 23.1(b), the Association must convene an Annual General Meeting each calendar year:
  - (i) within 6 months after the end of the Association's Financial Year; or
  - (ii) within a longer period as the Commissioner may allow.
- (b) If the Association requires the approval from the Commissioner to hold its Annual General Meeting within a longer period under Rule 23.1(a)(ii), the Secretary must apply to the Commissioner no later than four months after the end of the Association's Financial Year.

### **23.2 Notice of Annual General Meeting**

The notice convening an Annual General Meeting must specify that it is the Annual General Meeting of the Association and otherwise must comply with Rules 2.3 and 17.3 (as applicable).

### **23.3 Business to be Conducted at Annual General Meeting**

- (a) Subject to Rule 23.1, the Annual General Meeting of the Association is to be convened on a date, time and place as the Management Committee decides.
- (b) At each Annual General Meeting of the Association, the business of the Annual General Meeting shall include in this order:
  - (i) confirmation of the minutes of the last preceding Annual General Meeting and of any Special General Meeting held since that meeting if the minutes of that Special General Meeting have not yet been confirmed;
  - (ii) the Chairperson's report;
  - (iii) the Treasurer's report;
  - (iv) the Association, must present the Financial Report of the Association for the preceding Financial Year;
  - (v) if applicable, appoint or remove an auditor in accordance with the Act;
  - (vi) present a copy of the auditor's report to the Association;
  - (vii) the election of the Office Holders and ordinary Management Committee Members whose terms expire;
  - (viii) special business of which notice is given; and

- (ix) general business.

## **24. RULES OF THE ASSOCIATION**

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### **24.1 Rules of the Association**

- (a) These Rules bind every Member and the Association and each Member agrees to comply with these Rules.
- (b) The Association must provide, free of charge, a copy of the Rules in force, at the time membership commences, to each person who becomes a Member under Rule 5.5.
- (c) The Association must keep a current copy of the Rules.

### **24.2 Amendment of Rules, Name and Objects**

- (a) The Association may only alter, rescind or add to these Rules by Special Resolution at a General Meeting.
- (b) When a Special Resolution amending the Rules is passed, the required documents must be lodged with the Commissioner within:
  - (i) one month after the Special Resolution is passed; or
  - (ii) a longer period as the Commissioner may allow.
- (c) Subject to Rule 24.2(d), an amendment to the Rules does not take effect until the required documents are lodged with the Commissioner under Rule 24.2(b).
- (d) An amendment to the Rules that changes or has the effect of changing:
  - (i) the name of the Association; or
  - (ii) the objects or purposes of the Association,
 does not take effect until the required documents are lodged with the Commissioner under Rule 24.2(b) and the approval of the Commissioner is given in writing.
- (e) The Association must in writing notify the Australian Tax Office of any alterations to the Rules.

## **25. BY-LAWS OF THE ASSOCIATION**

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- (a) The Members of the Association may make, amend and repeal by-laws for the management of the Association by Ordinary Resolution at a General Meeting provided that the by-laws are not inconsistent with the Rules or the Act.
- (b) The by-laws made under Rule 25(a):
  - (i) do not form part of the Rules;
  - (ii) may make provision for:
    - (A) rights and obligations that apply to each class of membership;

- (B) requirements for financial reporting, financial accountability or audit of accounts in addition to those prescribed by the Act and the Rules;
  - (C) restrictions on the powers of the Management Committee including the power to dispose of assets; and
  - (D) any other matter that the Association considers necessary or appropriate; and
- (iii) must be available for inspection by Members.

## **26. AUTHORITY REQUIRED TO BIND ASSOCIATION**

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### **26.1 Executing Documents**

The Association may execute a document without using a common seal if the document is signed by:

- (a) any two Management Committee Members; or
- (b) one Management Committee Member and a person authorised by the Management Committee.

### **26.2 Use of the Common Seal**

- (a) If the Association has a common seal on which its corporate name appears in legible characters:
  - (i) the Secretary or any other person as the Management Committee from time to time decides must provide for its safe custody; and
  - (ii) it must only be used under resolution of the Management Committee.
- (b) The Association executes a document with its common seal, if the fixing of the seal is done:
  - (i) under resolution of the Management Committee; and
  - (ii) witnessed by any two of the Chairperson, the Deputy Chairperson, or the Secretary.
- (c) Every use of the common seal must be recorded in the Management Committee's minute book.

## **27. THE ASSOCIATION'S BOOKS AND RECORDS**

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### **27.1 Custody of the Books of the Association**

- (a) Except as otherwise decided by the Management Committee from time to time, the Secretary must keep in his or her custody or under his or her control all of the Books of the Association with the exception of including the Financial Records, which, except as otherwise directed by the Management Committee from time to time, are to be kept under the custody or control of the Treasurer.
- (b) The Books of the Association must be retained for at least 7 years.

## **27.2 Inspecting the Books of the Association**

- (a) Subject to these Rules, and in particular Rule 20(e), a Member is able to inspect the Books of the Association, with the exception of the Financial Records, free of charge at such time and place as is mutually convenient to the Association and the Member.
- (b) A Member must contact the Secretary to request to inspect the Books of the Association.
- (c) The Member may copy details from the Books of the Association but has no right to remove the Books of the Association for that purpose.

## **27.3 Prohibition on Use of Information in the Books of the Association**

A Member must not use or disclose information in the Books of the Association except for a purpose:

- (a) that is directly connected with the affairs of the Association; or
- (b) related to the provision of the information to the Commissioner in accordance with a requirement of the Act.

## **27.4 Returning the Books of the Association**

Outgoing Management Committee Members are responsible for transferring all relevant assets and Books of the Association to the new Management Committee within 14 days of ceasing to be a Management Committee Member.

## **28. RESOLVING DISPUTES**

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### **28.1 Disputes Arising under the Rules**

- (a) This Rule applies to:
  - (i) disputes between Members; and
  - (ii) disputes between the Association and one or more Members that arise under the Rules or relate to the Rules of the Association.
- (b) In this Rule "Member" includes any former Member whose membership ceased not more than six months before the dispute occurred.
- (c) The parties to a dispute must attempt to resolve the dispute between themselves within 14 days of the dispute coming to the attention of each party.
- (d) If the parties are unable to resolve the dispute, any party to the dispute may refer the dispute to the Management Committee under Rule 28.2 or to mediation under Rule 28.3 by giving written notice to the Secretary and to the other parties specifying:
  - (i) the parties to the dispute,
  - (ii) details of, the dispute, and
  - (iii) whether the dispute is referred to the Management Committee for determination or to mediation.

## 28.2 Determination by Management Committee

If the dispute is referred to the Management Committee:

- (a) The Secretary must convene a Management Committee Meeting within 28 days after the Secretary receives notice of the dispute under Rule 28.1(d) for the Management Committee to determine the dispute.
- (b) At the Management Committee Meeting to determine the dispute, all parties to the dispute must be given a full and fair opportunity to state their respective cases orally, in writing or both.
- (c) The Secretary must inform the parties to the dispute of the Management Committee's decision and the reasons for the decision within 7 days after the Management Committee Meeting at which the dispute is determined.

## 28.3 Mediation

If the dispute is referred to mediation:

- (a) The mediator must be:
  - (i) a person chosen by agreement between the parties; or
  - (ii) in the absence of agreement within 7 days of notice of the dispute under Rule 28.1(d):
    - (A) if the dispute is between a Member and another Member, then a person appointed by the Secretary; or
    - (B) if the Association, the Management Committee or a Management Committee Member are a party to the dispute then a person nominated by the Resolution Institute or its successor organisation, who accepts appointment as mediator.
- (b) A Member can be a mediator, but the mediator cannot be a Member who is a party to the dispute.
- (c) The parties to the dispute must acting reasonably and in good faith attempt to settle the dispute by mediation.
- (d) The parties are to exchange written statements of the issues that are in dispute between them and supply copies to the mediator at least 5 days before the mediation session.
- (e) Subject to any direction from the mediator regarding the procedure for the conduct of the mediation, the mediation will be conducted in accordance with the Mediation Rules of the Resolution Institute.
- (f) The costs of the mediation must be paid for equally by the parties to the dispute.
- (g) The mediator shall be independent of, and act fairly and impartially as between the parties. The Mediator shall assist the parties to negotiate between themselves a mutually acceptable resolution of the dispute.
- (h) Information provided by the parties in the course of the mediation is confidential and cannot be used in any other legal proceedings that may take place in relation to the dispute.

## 28.4 Inability to Resolve Disputes

If a dispute cannot be resolved under the procedures set out in the Rules, any party to the dispute may apply to the State Administrative Tribunal to determine the dispute in accordance with the Act or otherwise at law.

## 29. CANCELLATION AND DISTRIBUTION OF SURPLUS PROPERTY

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- (a) The Association may cease its activities and have its incorporation cancelled in accordance with the Act if the General Members, who are on the Register of Members and who are eligible to vote under the Rules, resolve by Special Resolution that the Association will:
  - (i) apply to the Commissioner for cancellation of its incorporation; or
  - (ii) appoint a liquidator to wind up its affairs.
- (b) The Association must be wound up under Rule 29(a)(ii) and Part 9 of the Act before cancellation can take place if it has outstanding debts or any other outstanding legal obligations or is a party to any current legal proceedings.
- (c) On the cancellation of the incorporation or the winding up of the Association:
  - (i) all remaining Community Housing Assets are to be returned to the Housing Authority or transferred to another registered CHP in Western Australia; and
  - (ii) its Surplus Property must be distributed as determined by special resolution by reference to the persons mentioned in section 24(1) of the Act.
- (d) If, upon the cancellation of the incorporation or winding up of the Association, there remains, Surplus Property, the same must not be paid to or distributed among the Members or Management Committee Members of the Association but must be transferred to one or more institutions, funds or authorities of the type set out in the Act which:
  - (i) have one or more objects similar to the Association Objects;
  - (ii) is a Registered Charity;
  - (iii) is a Deductible Gift Recipient; and
  - (iv) prohibit distribution of its income and property among its members and committee members (or other controlling body) to an extent at least as great as is imposed on the Association by Rule 4.
- (e) If, upon the revocation of the Association's endorsement as a Deductible Gift Recipient, there remains, after satisfaction of all its debts and liabilities, any gifts, Contributions or money received because of such gifts or Contributions, the same must not be paid to, or distributed among, the Members or Management Committee Members of the Association, but must be transferred to one or more institutions, funds or authorities which:
  - (i) have one or more objects similar to the Association Objects;
  - (ii) is a Registered Charity;
  - (iii) is a Deductible Gift Recipient; and

- (iv) prohibit distribution of its income and property among its members and committee members (or other controlling body) to an extent at least as great as is imposed on the Association by Rule 4.
- (f) The identity of the institutions, funds or authorities referred to in Rules 29(c) and 29(e) must be decided by Special Resolution of the Members.
- (g) Where gifts to an institution, fund or authority are deductible only if, among other things, the conditions set out in the relevant table item in subdivision 30-B of the ITAA97 are satisfied, a transfer under this rule must be made in accordance with those conditions.

### **30. RESERVE POWERS OF THE FOUNDATION GENERAL MEMBERS**

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#### **30.1 Reserve Powers**

During the period of three (3) years (**Reserve Power Period**) immediately following the General Meeting at which this Constitution is adopted by the Association:

- (a) The Management Committee can only impose an annual levy or a discretionary levy on Members pursuant to Rule 9 if the amount of the levy is approved by a resolution of not less than seven (7) of the Foundation General Members. The resolution must be either:
  - (i) at a meeting of the Foundation General Members convened for that purpose by the Secretary or such other person authorised by the Management Committee from time to time; or
  - (ii) by written resolution of the Foundation General Members prepared and sent to all Foundation General Members for that purpose by the Secretary or such other person authorised by the Management Committee from time to time.
- (b) The Management Committee must include at least one (1) member that is a person nominated by a Foundation General Member pursuant to Rule 6.3.

#### **30.2 Expiry of Reserve Powers**

From the expiry of the Reserve Power Period this Rule 30 shall cease to apply.

#### **30.3 Review of Reserve Powers**

A review of the reserve powers of the Foundation General Members under Rule 30.1 shall be undertaken by the Management Committee within two years of the adoption of this Constitution. Any extension or amendment of the reserve powers of this Rule 30 can only be made pursuant to Rule 24.2.



### 9.1.5 APPOINTMENT OF MEMBERS AS REPRESENTATIVES TO COMMUNITY BASED ENTITIES

Applicant:	Shire of Wyalkatchem
Location:	Shire of Wyalkatchem
Date:	22 October 2025
Reporting Officer:	Ian McCabe, Acting Chief Executive Officer
Disclosure of Interest:	No interest to disclose
File Number:	13.05.01
Attachment Reference:	NIL

#### SUMMARY

This item addresses council representation with community-based entities.

#### BACKGROUND

The tenure of local government representatives to community-based entities terminates with the local government election. These arrangements are not governed by terms of reference and are intended to assist with the role of Council (the Local Government Act 1995, 'the Act', s.2.7 c) and d), and the role of Councillor (the Act, s.2.10 (1) a)). Accordingly, the representatives are appointed by council with a voting requirement of simple majority.

#### COMMENT

The tenure of local government representatives to community-based entities terminates with the local government election. These arrangements are not governed by terms of reference and are intended to assist with the role of Council (the Local Government Act 1995, 'the Act', s.2.7 c) and d) and the role of Councillor (the Act, s.2.10 (1) a)). Accordingly, the representatives are appointed by council with a voting requirement of simple majority.

Section 2.7 c) and d) state:

(that Council's governing role includes)

*(c) planning strategically for the future of the district;*

*(d) determining the services and facilities to be provided by the local government in the district;*

(and)

Section 2.10 (1) (a) states that the role of a Councillor includes:

*(c) facilitates communication with the community about council decisions;*

Representation can do these things but importantly entities are independent of council. Where the delegate exercises decision making authority at the entity and the interests of the entity may conflict with the local government's stated position, the delegate will consider a declaration of impartiality interest when relevant items are presented to Council.

The following entities are to be considered:

<b>Entity</b>	<b>Representative</b>
CBH Museum	Agendas and Minutes only. Primary: Cr Secondary: Cr
Friends of the Cemetery	Acting CEO / CEO when appointed Manager of Works
RSL Sub-Branch	Primary: Cr Secondary: Cr
Wheatbelt AgCare	Primary: Cr Secondary: Cr
Local Health Advisory Group	Primary: Cr Secondary: Cr
Senior Citizens' Homes Trust Inc.	Primary: Cr Secondary: Cr

## **STATUTORY ENVIRONMENT**

Local Government Act 1995

## **POLICY IMPLICATIONS**

There are no direct policy implications in relation to this item.

## **FINANCIAL IMPLICATIONS**

There are no direct financial implications in relation to this item.

## **RISK IMPLICATIONS**

The maintenance of this committee will reduce risk by improving oversight, facilitating audit processes and creating public record in relation to hazard management within the district.

## **COMMUNITY AND STRATEGIC OBJECTIVES**

This item is supportive of the aspirations of the Strategic Community Plan 2024 – 2034.

## **Voting Requirement:**

Simple Majority

## **Officer Recommendation:**

(132/2025) Moved: Cr Stratford    Seconded: Cr Gamble

**That Council appoint the following persons to represent Council's position and facilitate the roles and responsibilities of a councillor and Council:**

CBH Museum      Cr\_\_Begley\_\_\_\_\_

Cr Lawson-Kerr\_\_\_\_\_

Friends of the Cemetery      Acting CEO / CEO when appointed / Manager of Works

RSL Sub-Branch      Cr Gamble\_\_\_\_\_

Cr Petchell\_\_\_\_\_

Wheatbelt AgCare      Council delegates this to the Acting CEO (CEO) and  
administration

Local Health Advisory Group Cr Stratford\_\_\_\_\_

Cr Loton\_\_\_\_\_

Wyalkatchem Senior Citizens' Homes Trust Inc.

Cr Stratford\_\_\_\_\_

Cr Dickson\_\_\_\_\_

**CARRIED 7/0**

**Vote for: Cr's Petchell, Stratford, Dickson, Loton, Begley, Gamble and Lawson-Kerr**

### 9.1.6 SELECTION CRITERIA, CHIEF EXECUTIVE OFFICER - RECRUITMENT

Applicant:	Shire of Wyalkatchem
Location:	Shire of Wyalkatchem
Date:	22 October 2025
Reporting Officer:	Ian McCabe, Acting Chief Executive Officer
Disclosure of Interest:	No interest to disclose
File Number:	13.05.01
Attachment Reference:	1. Adopted Standards for CEO Recruitment, Performance and Termination; 2. Position Description; 3. Selection Criteria

**Note: Attachments 2 and 3 were workshopped with council and the appointed consultant prior to the meeting and were tabled at the meeting.**

#### SUMMARY

This item continues the process of recruitment of a Chief Executive Officer by approving required documentation.

#### BACKGROUND

The local government has commenced the process of recruiting a Chief Executive Officer. The local government must by resolution of absolute majority approve a job description, setting out the duties and responsibilities of the position, as well as the selection criteria, in accordance with the Adopted Standards.

#### COMMENT

Council initially commenced consideration of CEO recruitment in July 2025. Subsequent consideration of an impending local government election and appointment of a temporary (acting) CEO allowed for a delay to this month.

A recruitment consultant has been engaged, and this item provides necessary documentation to commence recruitment, including advertising of the vacancy.

Council has discussed the contents of the documentation in workshop, and the drafts are presented for council's consideration and decision.

#### STATUTORY ENVIRONMENT

Local Government Act 1995

#### POLICY IMPLICATIONS

Adopted Standards for CEO Recruitment, Performance and Terminaiton Policy applies to this item.

#### FINANCIAL IMPLICATIONS

There are no direct financial implications in relation to this item. The process for recruitment and the remuneration for Chief Executive Officer is included in the approved budget.

**RISK IMPLICATIONS**

Risk is the effect of uncertainty on business decisions; this item reduces business uncertainty and contributes to fulfilling legislated responsibilities of council.

**COMMUNITY AND STRATEGIC OBJECTIVES**

This item is supportive of the aspirations of the Strategic Community Plan 2024 – 2034.

**Voting Requirement:**

Absolute Majority

**Officer Recommendation**

**(133/2025) Moved: Cr Lawson-Kerr Seconded: Cr Dickson**

That Council:

1. Approve the position description for Chief Executive Officer as attached to this item with minor editorial amendments.
2. Approve the selection criteria for the recruitment of a Chief Executive Officer as attached to this item, with recommended amendments.

**CARRIED 7/0**

**Vote for: Cr's Petchell, Stratford, Dickson, Loton, Begley, Gamble and Lawson-Kerr**

ATTACHMENT

# Adopted Standards for CEO Recruitment, Performance and Termination Policy - Adopted 28 April 2021

Schedule 2 — Model standards for CEO recruitment, performance and termination [Local Government Act 1995 S5.39A & Local Government (Administration) Regulations 1996 R18FA].

## 1. Citation

These are the Shire of **Wyalkatchem's** Standards for CEO Recruitment, Performance and Termination.

## 2. Terms used

(1) In these standards —

*Act* means the Local Government Act 1995;

*additional performance criteria* means performance criteria agreed by the local government and the CEO under clause 16(1)(b);

*applicant* means a person who submits an application to the local government for the position of CEO;

*CEO* means the local government's Chief Executive Officer;

*contract of employment* means the written contract, as referred to in section 5.39 of the Act, that governs the employment of the CEO;

*contractual performance criteria* means the performance criteria **specified in the CEO's contract of employment as** referred to in section 5.39(3)(b) of the Act;

*job description form* means the job description form for the position of CEO approved by the local government under clause 5(2);

*local government* means the [insert name of local government];

*selection criteria* means the selection criteria for the position of Chief Executive Officer determined by the local government under clause 5(1) and set out in the job description form;

*selection panel* means the selection panel established by the local government under clause 8 for the employment of a person in the position of CEO.

(2) Other terms used in these standards that are also used in the Act have the same meaning as they have in the Act, unless the contrary intention appears.

Division 2 — Standards for recruitment of CEOs

## 3. Overview of Division

This Division sets out standards to be observed by the local government in relation to the recruitment of CEOs.

## 4. Application of Division

(1) Except as provided in subclause (2), this Division applies to any recruitment and selection process carried out by the local government for the employment of a person in the position of CEO.

(2) This Division does not apply —

(a) if it is proposed that the position of CEO be filled by a person in a class prescribed for the purposes of section 5.36(5A) of the Act; or

(b) **in relation to a renewal of the CEO's contract of** employment, except in the circumstances referred to in clause 13(2).

## 5. Determination of selection criteria and approval of job description form

(1) The local government must determine the selection criteria for the **position of CEO, based on the local government's** consideration of the knowledge, experience, qualifications and skills necessary to effectively perform the duties and responsibilities of the position of CEO of the local government.

(2) The local government must, by resolution of an absolute majority of the council, approve a job description form for the position of Chief Executive Officer which sets out —

(a) the duties and responsibilities of the position; and

(b) the selection criteria for the position determined in accordance with subclause (1).

## 6. Advertising requirements

(1) If the position of CEO is vacant, the local government must ensure it complies with section 5.36(4) of the Act and the Local Government (Administration) Regulations 1996 regulation 18A.

(2) If clause 13 applies, the local government must advertise the position of CEO in the manner referred to in the Local Government (Administration) Regulations 1996 regulation 18A as if the position was vacant.

## 7. Job description form to be made available by local government

If a person requests the local government to provide to the person a copy of the job description form, the local government must —

(a) inform the person of the website address referred to in the

Local Government (Administration) Regulations 1996 regulation 18A(2)(da); or

(b) if the person advises the local government that the person is unable to access that website address —

(i) email a copy of the job description form to an email address provided by the person; or

(ii) mail a copy of the job description form to a postal address provided by the person.

8. Establishment of selection panel for employment of CEO

(1) In this clause —

*independent person* means a person other than any of the following —

(a) a council member;

(b) an employee of the local government;

(c) a human resources consultant engaged by the local government.

(2) The local government must establish a selection panel to conduct the recruitment and selection process for the employment of a person in the position of CEO.

(3) The selection panel must comprise —

(a) council members (the number of which must be determined by the local government); and

(b) at least 1 independent person.

9. Recommendation by selection panel

(1) **Each applicant's knowledge, experience, qualifications and skills** must be assessed against the selection criteria by or on behalf of the selection panel.

(2) Following the assessment referred to in subclause (1), the selection panel must provide to the local government —

(a) **a summary of the selection panel's assessment of each applicant**; and

(b) **unless subclause (3) applies, the selection panel's recommendation as to which applicant or applicants are suitable to be employed in the position of CEO.**

(3) If the selection panel considers that none of the applicants are suitable to be employed in the position of CEO, the selection panel must recommend to the local government —

(a) that a new recruitment and selection process for the position be carried out in accordance with these standards; and

(b) the changes (if any) that the selection panel considers should be made to the duties and responsibilities of the position or the selection criteria.

(4) The selection panel must act under subclauses (1), (2) and (3) —

(a) in an impartial and transparent manner; and

(b) in accordance with the principles set out in section 5.40 of the Act.

(5) The selection panel must not recommend an applicant to the local government under subclause (2)(b) unless the selection panel has —

(a) assessed the applicant as having demonstrated that the **applicant's knowledge, experience, qualifications and skills** meet the selection criteria; and

(b) verified any academic, or other tertiary level, qualifications the applicant claims to hold; and

(c) whether by contacting referees provided by the applicant or making any other inquiries the selection panel considers **appropriate, verified the applicant's character, work history, skills, performance and any other claims made by the applicant.**

(6) The local government must have regard to, but is not bound to accept, a recommendation made by the selection panel under this clause.

10. Application of cl. 5 where new process carried out

(1) This clause applies if the local government accepts a recommendation by the selection panel under clause 9(3)(a) that a new recruitment and selection process for the position of CEO be carried out in accordance with these standards.

(2) Unless the local government considers that changes should be made to the duties and responsibilities of the position or the selection criteria —

(a) clause 5 does not apply to the new recruitment and selection process; and

(b) the job description form previously approved by the local government under clause 5(2) is the job description form for the purposes of the new recruitment and selection process.

11. Offer of employment in position of CEO

Before making an applicant an offer of employment in the position of CEO, the local government must, by resolution of an absolute majority of the council, approve —

(a) the making of the offer of employment to the applicant; and

(b) the proposed terms of the contract of employment to be entered into by the local government and the applicant.

12. Variations to proposed terms of contract of employment

(1) This clause applies if an applicant who is made an offer of employment in the position of CEO under clause 11 negotiates with the local government a contract of employment (the negotiated contract) containing terms different to the proposed terms approved by the local government under clause 11(b).

(2) Before entering into the negotiated contract with the applicant, the local government must, by resolution of an absolute majority of the council, approve the terms of the negotiated contract.

13. Recruitment to be undertaken on expiry of certain CEO contracts

(1) In this clause —

commencement day means the day on which the Local Government (Administration) Amendment Regulations 2021 regulation 6 comes into operation.

(2) This clause applies if —

(a) upon the expiry of the contract of employment of the person (the incumbent CEO) who holds the position of CEO —

- (i) the incumbent CEO will have held the position for a period of 10 or more consecutive years, whether that period commenced before, on or after commencement day; and
- (ii) a period of 10 or more consecutive years has elapsed since a recruitment and selection process for the position was carried out, whether that process was carried out before, on or after commencement day; and

(b) the incumbent CEO has notified the local government that they wish to have their contract of employment renewed upon its expiry.

**(3) Before the expiry of the incumbent CEO's contract of employment,** the local government must carry out a recruitment and selection process in accordance with these standards to select a person to be employed in the position of CEO after the expiry of the incumbent CEO's contract of employment.

**(4) This clause does not prevent the incumbent CEO's** contract of employment from being renewed upon its expiry if the incumbent CEO is selected in the recruitment and selection process referred to in subclause (3) to be employed in the position of CEO.

#### 14. Confidentiality of information

The local government must ensure that information provided to, or obtained by, the local government in the course of a recruitment and selection process for the position of CEO is not disclosed, or made use of, except for the purpose of, or in connection with, that recruitment and selection process.

#### Division 3 — Standards for review of performance of CEOs

##### 15. Overview of Division

This Division sets out standards to be observed by the local government in relation to the review of the performance of CEOs.

##### 16. Performance review process to be agreed between local government and CEO

(1) The local government and the CEO must agree on —

**(a) the process by which the CEO's performance will be reviewed;** and

(b) any performance criteria to be met by the CEO that are in addition to the contractual performance criteria.

(2) Without limiting subclause (1), the process agreed under subclause (1)(a) must be consistent with clauses 17, 18 and 19.

(3) The matters referred to in subclause (1) must be set out in a written document.

##### 17. Carrying out a performance review

(1) A review of the performance of the CEO by the local government must be carried out in an impartial and transparent manner.

(2) The local government must —

**(a) collect evidence regarding the CEO's performance** in respect of the contractual performance criteria and any additional performance criteria in a thorough and comprehensive manner; and

**(b) review the CEO's performance against the contractual** performance criteria and any additional performance criteria, based on that evidence.

##### 18. Endorsement of performance review by local government

Following a review of the performance of the CEO, the local government must, by resolution of an absolute majority of the council, endorse the review.

##### 19. CEO to be notified of results of performance review

After the local government has endorsed a review of the performance of the CEO under clause 18, the local government must inform the CEO in writing of —

(a) the results of the review; and

(b) if the review identifies any issues about the performance of the CEO — how the local government proposes to address and manage those issues.

#### Division 4 — Standards for termination of employment of CEOs

##### 20. Overview of Division

This Division sets out standards to be observed by the local government in relation to the termination of the employment of CEOs.

##### 21. General principles applying to any termination

(1) The local government must make decisions relating to the termination of the employment of a CEO in an impartial and transparent manner.

(2) The local government must accord a CEO procedural fairness in relation to the process for the termination of the **CEO's employment,** including —

**(a) informing the CEO of the CEO's rights, entitlements and** responsibilities in relation to the termination process; and

(b) notifying the CEO of any allegations against the CEO; and

(c) giving the CEO a reasonable opportunity to respond to the allegations; and

(d) genuinely considering any response given by the CEO in response to the allegations.

##### 22. Additional principles applying to termination for performance-related reasons

(1) This clause applies if the local government proposes to terminate the employment of a CEO for reasons related to the **CEO's performance.**

**(2) The local government must not terminate the CEO's** employment unless the local government has —

**(a) in the course of carrying out the review of the CEO's**

performance referred to in subclause (3) or any other review **of the CEO's performance, identified any issues (the** performance issues) related to the performance of the CEO; and

(b) informed the CEO of the performance issues; and



(c) given the CEO a reasonable opportunity to address, and implement a plan to remedy, the performance issues; and  
(d) determined that the CEO has not remedied the performance issues to the satisfaction of the local government.

**(3) The local government must not terminate the CEO's** employment unless the local government has, within the preceding 12-month period, reviewed the performance of the CEO under section 5.38(1) of the Act.

23. Decision to terminate

Any decision by the local government to terminate the employment of a CEO must be made by resolution of an absolute majority of the council.

24. Notice of termination of employment

(1) If the local government terminates the employment of a CEO, the local government must give the CEO notice in writing of the termination.

**(2) The notice must set out the local government's reasons for** terminating the employment of the CEO.

– End of Schedule

A copy of these Standards is to be placed on the local **government's** official website, pursuant to Section 5.39B(6) of the Local Government Act 1995.

ATTACHMENT

## Position Description

### 1 TITLE

Chief Executive Officer

### 2 POSITION OVERVIEW

The Chief Executive Officer (CEO) is responsible to Council for providing leadership in implementing Council strategies, policies, and decisions, for managing the various functions and activities of the local government and for overseeing finance, assets, human resources, communications, and major projects.

### 3 POSITION OBJECTIVES

Objectives of this Position

- Ensuring all Council policies and decisions are implemented, and reasonable action is taken in a timely and effective manner to meet the statutory requirements of relevant legislation and agreed policies of Council.
- Ensuring that the Council's human, physical and financial resources are effectively managed, and services are provided efficiently and in a manner which meets customer needs and aligns with Council's Strategic Community Plan.
- Assisting and advising the President and elected members in developing initiatives for community benefit.
- Working effectively with the President and Councillors to promote the Council and its activities to the broader community in a positive manner.
- Working closely with Council and the senior leadership team to craft, communicate and implement the overall strategic and business plans for the organisation.

### 4 SELECTION CRITERIA

#### ESSENTIAL

##### Visionary Leadership

- The CEO is self-aware, empathetic and leads by example; demonstrates a history of effective team leadership in developing and managing others across a complex range of functions and services.

##### Effective Communication

- Highly effective communicator who builds and maintains positive relationships at all levels with a council or board, employees, community, government and other professions.

- Demonstrated experience supporting a board or council, or equivalent governance experience; political awareness and ability to provide timely and accurate advice.
- A capacity for assessing community issues and providing advice in the development of Council's strategy and plans.
- Well-developed ability to negotiate outcomes that deliver Council's Vision for the community, mitigate risk and build sustainable results.

#### **Business Acumen**

- Highly developed ability to manage budgets and business plans; well-developed commercial acumen and technical ability to develop and deliver projects and programs of work while managing a workforce, diverse assets and community services.
- Proven ability to monitor and continually improve operations and processes in support of strategic plans; ability to respond to change and emergencies with resilience.
- Ability to interpret and apply legislation; provide advice to others that is accurate, reliable and understandable.

#### **5 KEY DUTIES AND RESPONSIBILITIES**

- In consultation with Council, promote and implement both its strategic and service delivery imperatives.
- To co-ordinate, in conjunction with the Management Team, the fiscal management of the Council to reflect Council's aims and objectives.
- Manage the Human Resources to ensure the supervision and management of staff are all in accordance with corporate aims.
- Promote a staff training program that will improve staff skills across the organisation, which will assist staff in focusing on service delivery to the Community.
- Administer the legal, and statutory process of the Council's operations and be the chief adviser to Council on these matters to ensure Council is operating within the statutes and all legal requirements are met.
- Responsible for effective day to day operations of the Council.
- Ensure all legal and statutory compliances.
- On behalf of Council, make effective representation of the issues, views, policies and needs of Council, as required.

## 6 PERFORMANCE CRITERIA

Key performance indicators, associated strategies and actions will be varied by agreement between the CEO and Council annually, during the term of the employment contract.

The performance indicators may be varied, and any other criteria included, by agreement between the parties at any time during the term of this contract.

## 7 ORGANISATIONAL RELATIONSHIPS

7.1 Responsible to  
Shire of Wyalkatchem Council and the President.

7.2 Direct reports

- Manager of Works
- Manager of Corporate Services

7.3 Internal and External Stakeholders

### Internal

- President and Councillors individually
- Committees and working groups
- All Staff

### External

- Community, ratepayers, public, business groups, retailers
- Business community
- Sporting groups
- Federal and State Government departments and agencies
- Local Governments
- Media (subject to consultation with the President)
- Primary contractors and suppliers
- Community based volunteer groups
- North-East Wheatbelt Regional Organisation of Councils (NEWROC)
- Central East Aged Care Alliance (CEACA)

## 8 EXTENT OF AUTHORITY

- All authority vested in a Chief Executive Officer under the Local Government Act (1995) and associated Regulations and Local-Laws and all other relevant Acts of State and Federal Parliament.
- The position operates within the limits of Council Policy, Council resolutions, Delegated Authority and requirements of relevant legislation.

## **SELECTION CRITERIA**

### **ESSENTIAL**

#### **Visionary Leadership**

- The CEO is self-aware, empathetic and leads by example; demonstrates a history of effective team leadership in developing and managing others across a complex range of functions and services.

#### **Effective Communication**

- Highly effective communicator who builds and maintains positive relationships at all levels with a council or board, employees, community, government and other professions.
- Demonstrated experience supporting a board or council, or equivalent governance experience; political awareness and ability to provide timely and accurate advice.
- A capacity for assessing community issues and providing advice in the development of Council's strategy and plans.
- Well-developed ability to negotiate outcomes that deliver Council's Vision for the community, mitigate risk and build sustainable results.

#### **Business Acumen**

- Highly developed ability to manage budgets and business plans; well-developed commercial acumen and technical ability to develop and deliver projects and programs of work while managing a workforce, diverse assets and community services.
- Proven ability to monitor and continually improve operations and processes in support of strategic plans; ability to respond to change and emergencies with resilience.
- Ability to interpret and apply legislation; provide advice to others that is accurate, reliable and understandable.

**10. MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN**  
NIL

**11. QUESTIONS BY MEMBERS OF WHICH DUE NOTICE HAS BEEN GIVEN**  
NIL

**12. URGENT BUSINESS APPROVED BY THE PERSON PRESIDING OR BY  
DECISION**  
NIL

**13. MATTERS BEHIND CLOSED DOORS**  
NIL

**14. CLOSURE OF THE MEETING**  
There being no further business., the Presiding Member closed the meeting at  
5.30pm

ATTACHMENT

**7.1.4. Special Council Meeting – 6 November 2025**

Minutes of the Shire of Wyalkatchem Special Meeting held on Thursday  
6 November 2025. (Attachment 7.1.4)

**VOTING REQUIREMENT**

Simple Majority

**OFFICER RECOMMENDATION:**

*That the minutes of the Shire of Wyalkatchem Special Meeting of Council of  
Thursday 6 November 2025 (Attachment 7.1.4) be confirmed as a true and  
correct record.*





# UNCONFIRMED MINUTES

## SPECIAL COUNCIL MEETING



Thursday 6 November 2025

Commenced at 4.04pm in the  
Shire of Wyalkatchem Council Chambers  
27 Flint Street, Wyalkatchem



**UNCONFIRMED MINUTES**

**These unconfirmed minutes are approved for distribution 7 November 2025.**

**Ian McCabe**

**ACTING CHIEF EXECUTIVE OFFICER**

**ATTACHMENT**

**DISCLAIMER**

*No responsibility whatsoever is implied or accepted by the Shire of Wyalkatchem for any act, omission or statement or intimation occurring during this meeting. It is strongly advised that persons do not act on what is heard at this meeting and should only rely on written confirmation of Council's decisions, which will be provided within ten days of this meeting.*

## **DISCLOSURE OF INTEREST**

Councillors and staff are reminded of the requirements of section 5.65 of the *Local Government Act 1995*, to disclose any interest or perceived interest in any matter to be discussed during a meeting, and also the requirement to disclose any item affecting impartiality.

### Financial Interest:

Under section 5.60A of the *Local Government Act 1995*, a person is said to have a financial interest in a matter if it is reasonable to expect that the matter will, if dealt with by the Local Government in a particular way, result in a financial gain, loss, benefit or detriment for the person.

### Proximity Interest:

Under section 5.60B of the *Local Government Act 1995*, a person is said to have a proximity interest in a matter if the matter concerns a proposed change to a planning scheme affecting land that adjoins the person's land; a proposed change to the zoning or use of land that adjoins the person's land; or a proposed development of land that adjoins the person's land.

### Impartiality Interest:

To maintain transparency, it is important to disclose all interests, including impartiality interests which include interests arising from kinship, friendship and membership of associations. If it is possible that your vote on a matter may be perceived as impartial, you should disclose your interest.

### Disclosing an Interest:

Disclosures must be made, in writing, to the Chief Executive Officer prior to the meeting at which the matter in which you have an interest is to be discussed.

If you disclose a Financial or Proximity Interest, you must leave the room while the matter is discussed and voted on. Only after a decision has been reached may you return to the meeting, at which time the Presiding Person will inform you of Council's decision on the matter.

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## **1. DECLARATION OF OPENING**

The Presiding Member Cr Christy Petchell declared the meeting open at 4.04pm

## **2. PUBLIC QUESTION TIME**

### **2.1. Response to Public Questions Previously Taken on Notice**

NIL

### **2.2. Declaration of Public Question Time opened**

4.04pm NIL

### **2.3. Declaration of Public Question Time closed**

4.04pm

## **3. ATTENDANCE, APOLOGIES, LEAVE OF ABSENCE**

There are none.

### **3.1. Attendance**

### **3.2. Apologies**

### **3.3. Approved Leave of Absence**

### **3.4. Applications for Leave of Absence**

## **4. OBITUARIES**

There were none notified.

## **5. PETITIONS, DEPUTATIONS, PRESENTATIONS**

There are none

### **5.1. Petitions**

### **5.2. Deputations**

### **5.3. Presentations**

## **6. DECLARATIONS OF INTEREST**

### **6.1. Financial and Proximity Interest**

### **6.2. Impartiality Interests**

Cr Petchell declared an impartiality interest for item 13.1

## **7. ANNOUNCEMENTS BY THE PRESIDING MEMBER WITHOUT DISCUSSION**

There are none.

## **8. MATTERS FOR WHICH THE MEETING MAY BE CLOSED**

Item 13.1 Request from WA Planning Commission to comment on planned Sub-Division

## **9. REPORTS**

### **9.1 GOVERNANCE**

#### **9.1.1 APPOINTMENT OF PRESIDING MEMBER AND DEPUTY PRESIDING MEMBER – AUDIT, RISK AND IMPROVEMENT COMMITTEE**

Applicant:	Shire of Wyalkatchem
Location:	Shire of Wyalkatchem
Date:	5 November 2025
Reporting Officer:	Ian McCabe, Acting Chief Executive Officer
Disclosure of Interest:	No interest to disclose
File Number:	13.05.01
Attachment Reference:	NIL

#### **SUMMARY**

Council is required to establish an audit, risk and improvement committee (s. 7.1A (1), Local Government Act 1995).

The appointment of members to Committees by Council is addressed by Part 5, section 5.10 (1) of the Local Government Act 1995 ('the Act'). The decision is to be by absolute majority.

#### **BACKGROUND**

Members of the audit, risk and improvement committee were recently confirmed by Council by Absolute Majority. This item appoints the Presiding Member and Deputy Presiding Member.

#### **COMMENT**

The tenure of the audit, risk and improvement committee terminates with the local government election (the Act, s.5.11 (1) (d)). Accordingly, the committee membership was appointed by council.

It is the usual practice of the Shire of Wyalkatchem to appoint the Deputy President as Presiding Member of the Audit, Risk and Improvement. However, all members of Council are appointed to the Audit, Risk and Improvement Committee. It should be noted that within the short term it will be a requirement for the committee to have an independent chair and possibly an expanded independent membership.

#### **STATUTORY ENVIRONMENT**

Part 5 Local Government Act 1995 (Administration)

Part 7 Local Government Act (Audit)

#### **POLICY IMPLICATIONS**

There are no direct policy implications in relation to this item.

#### **FINANCIAL IMPLICATIONS**

There are no direct financial implications in relation to this item.

**RISK IMPLICATIONS**

The maintenance of this committee will reduce risk by improving oversight, facilitating audit processes and creating public record.

**COMMUNITY AND STRATEGIC OBJECTIVES**

*Goal 11. High Standard of Governance*

**Voting Requirement:**

Absolute Majority

**Officer Recommendation:**

**(134/2025) Moved: Cr Loton**

**Seconded: Cr Lawson Kerr**

**That Council resolve to:**

1. Appoint Cr Stratford as Presiding Member of the Audit, Risk and Improvement Committee; and,
2. Appoint Cr Begley as the Deputy Presiding Member of the Audit, Risk and Improvement Committee.

**CARRIED 7/0**

**Vote For: Cr's Petchell, Stratford, Dickson, Loton, Begley, Gamble, Lawson Kerr.**

**10. MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN**

NIL

**11. QUESTIONS BY MEMBERS OF WHICH DUE NOTICE HAS BEEN GIVEN**

NIL

**12. URGENT BUSINESS APPROVED BY THE PERSON PRESIDING OR BY  
DECISION**

NIL

**13. MATTERS BEHIND CLOSED DOORS**

Officer's Recommendation:

(135/2025) Moved: Cr Stratford

Seconded: Cr Begley

That Council moves behind closed doors in accordance with s. 5.23 (2)(b) of the Local Government Act 1995, to deal with matters relating to the personal affairs of a person.

CARRIED 7/0

Vote For: Cr's Petchell, Stratford, Dickson, Cotton, Begley, Gamble, Lawson Kerr.

ATTACHMENT

### 13.1 REQUEST FOR COMMENT – SUBDIVISION AT BENJABERRING

Applicant:	RM Surveys
Location:	Lots 137, 9274 & 9278 Old Nalkain Road, Benjaberring
Date:	5 November 2025
Reporting Officer:	Ian McCabe, Acting Chief Executive Officer
Disclosure of Interest:	No interest to disclose
File Number:	18.13 Sub-Division
Attachment Reference:	1. Pages from the Minutes of 14.1 16 September 2021

**Confidential Attachment.**

#### SUMMARY

The WA Planning Commission has referred a subdivision application (202255) to the Shire of Wyalkatchem and requested any comment by 11 November 2025.

#### BACKGROUND

The same subdivision was considered by the Commission in 2021 and approved it. The owner did not complete the process and has re-applied.

#### COMMENT

Council considered this same sub-division proposal in September 2021 with the advice to support the application (and), raise no objections or conditions.

The WA Planning Commission approved the sub-division, but the owner did not proceed to titles with Landgate, and the sub-division lapsed.

There is no change to the application.

There is no change to advice provided to Council.

The item is recommended for support with no objection or condition.

#### STATUTORY ENVIRONMENT

Planning and Development Act 2005

#### POLICY IMPLICATIONS

There are no direct policy implications in relation to this item.

#### FINANCIAL IMPLICATIONS

There are no direct financial implications in relation to this item.

#### RISK IMPLICATIONS

There are no risk implications in relation to this item.

#### COMMUNITY AND STRATEGIC OBJECTIVES

Goal 11. High Standard of Governance.



**Voting Requirement:**

Simple Majority

Cr Petchell declared an Impartiality Interest prior to the meeting, declaring that a family member was previously employed by her family business.

**Officer Recommendation:**

**(136/2025) Moved: Cr Stratford**

**Seconded: Cr Lawson Kerr**

- 1. That Council supports the subdivision application 202255 Lots 137, 9274, 9278 Old Nalkain Road Benjaberring, as outlined in the application to the WA Planning Commission; and,**
- 2. Advises the WA Planning Commission that Council has no objections to the proposed sub-division and no conditions to impose on the proposal.**

CARRIED: 7/0

**Vote For: Cr's Petchell, Stratford, Dickson, Loton, Begley, Gamble, Lawson Kerr.**

ATTACHMENT

Officer's Recommendation:

(137/2025) Moved: Cr Begley

Seconded: Cr Gamble

That Council moves from behind closed doors and returns the meeting to being open to the public.

#### **14. CLOSURE OF THE MEETING**

There being no further business, the Presiding Member Cr Petchell closed the meeting at 4.09pm.

ATTACHMENT

**7.2.Receipt of Minutes**

**8. ANNOUNCEMENTS BY THE PRESIDING MEMBER WITHOUT DISCUSSION**

**9. MATTERS FOR WHICH THE MEETING MAY BE CLOSED**

## 10. REPORTS

### 10.1. CORPORATE AND COMMUNITY SERVICES

#### 10.1.1. ACCOUNTS FOR PAYMENT – OCTOBER 2025

Applicant:	Shire of Wyalkatchem
Location:	Shire of Wyalkatchem
Date:	12 November 2025
Reporting Officer:	Claire Trenorden, Manager Corporate Services
Disclosure of Interest:	No interest to disclose
File Number:	12.10.02
Attachment Reference:	Attachment 10.1.1 – Accounts for payment – October 2025

### VOTING REQUIREMENT

Simple Majority

### OFFICER'S RECOMMENDATION

*That Council endorse the total payments for the month of October 2025 being \$443,317.81 which comprised of:*

- 1. Cheque payments in the Municipal Fund totalling \$0.00;*
- 2. Electronic Funds Transfer (EFT) payments in the Municipal Fund totalling \$333,865.61;*
- 3. Direct Debit (DD) payments in the Municipal Fund totalling \$109,452.20.*

### SUMMARY

To provide the Council with a list of accounts paid by the Chief Executive Officer in accordance with delegated authority and for the Council to endorse the payments made for the prior month.

### BACKGROUND

The *Local Government (Financial Management) Regulations 1996, s13(1)*, requires that if a local government has delegated to the CEO its power to make payments from the municipal fund or the trust fund, a list of accounts paid by the CEO is to be prepared each month showing all payments since the last such list was prepared.

The council has delegated to the CEO (delegation number 1.2.25) the power to make payments from the municipal fund or trust fund.

### COMMENT

The payment listing for October 2025 is presented to the Council for their endorsement.

Bank Account	Payment Type	Last Number	First Number in the report
Municipal	Cheque	0	0
Municipal & Trust	EFT	EFT4778	EFT4718
Reserves	EFT	EFT	No Payments
DD	DD	DD4123.1	DD4099.1

## **STATUTORY ENVIRONMENT**

*Local Government (Financial Management) Regulations, s.13.1*

## **POLICY IMPLICATIONS**

There are no direct policy implications in relation to this item.

## **FINANCIAL IMPLICATIONS**

Expenditure in accordance with the 2025/26 Annual Budget.

## **COMMUNITY AND STRATEGIC OBJECTIVES**

The matter before the Council generally accords with the Shire's desired outcome, as expressed in the revised Shire of Wyalkatchem Strategic Community Plan.

<b>Pillar 4 Civic Leadership</b>	<b>Statement of Strategic Outcome:</b> We lead with accountability, connection and openness through best-practice systems, policies and financial controls
<b>Goal No.</b>	<b>GOAL 11.</b> High standard of governance
11.3	Ongoing long term financial planning and transparent financial management

# Payment Listing October 2025

Chq/EFT	Date	Name	Amount	Bank	Type
EFT4718	06/10/2025	Perfect Computer Solutions Pty Ltd	-127.50	1	CSH
EFT4719	06/10/2025	Councillor Fees	-2966.00	1	CSH
EFT4720	06/10/2025	G&C Glass	-249.70	1	CSH
EFT4721	06/10/2025	Newground Water Services Pty Ltd	-7393.76	1	CSH
EFT4722	06/10/2025	Councillor Fees	-3812.00	1	CSH
EFT4723	06/10/2025	Infinitum Technologies Pty LTD	-367.33	1	CSH
EFT4724	06/10/2025	Councillor Fees	-2966.00	1	CSH
EFT4725	06/10/2025	Staff Reimbursement	-139.00	1	CSH
EFT4726	06/10/2025	Councillor Fees	-2966.00	1	CSH
EFT4727	06/10/2025	Councillor Fees	-2966.00	1	CSH
EFT4728	06/10/2025	Councillor Fees	-2966.00	1	CSH
EFT4729	06/10/2025	Wyalkatchem Tyres & Traders	-432.00	1	CSH
EFT4730	06/10/2025	Staff Reimbursement	-41.57	1	CSH
EFT4731	06/10/2025	Portable Cooling Solutions Pty Ltd	-10956.00	1	CSH
EFT4732	06/10/2025	Councillor Fees	-6457.50	1	CSH
EFT4733	06/10/2025	Hersey Safety Pty Ltd	-1707.70	1	CSH
EFT4734	06/10/2025	Landgate	-2681.00	1	CSH
EFT4735	06/10/2025	Wyalkatchem Community Resource Centre	-60.00	1	CSH
EFT4736	10/10/2025	Urban & Rural Valuations	-3300.00	1	CSH
EFT4737	10/10/2025	LG Best Practices	-10824.00	1	CSH
EFT4738	10/10/2025	West Coast Firebreaks	-3080.00	1	CSH
EFT4739	10/10/2025	Staff Reimbursement	-40.00	1	CSH
EFT4740	10/10/2025	AMPAC Debt Recovery	-132.00	1	CSH
EFT4741	10/10/2025	Australia Post	-318.03	1	CSH
EFT4742	10/10/2025	Avon Waste	-6567.20	1	CSH
EFT4743	10/10/2025	Dunnings	-1075.52	1	CSH
EFT4744	10/10/2025	Eastern Hills Saws & Mowers	-603.00	1	CSH
EFT4745	10/10/2025	Nutrien Ag Solutions Ltd	-364.52	1	CSH
EFT4746	10/10/2025	LGIS Liability	-123884.81	1	CSH
EFT4748	10/10/2025	WA Contract Ranger Services	-1045.00	1	CSH
EFT4749	10/10/2025	Wheatbelt Office & Business Machines	-262.96	1	CSH
EFT4750	23/10/2025	Prompt Safety Solutions / Pingarning Pty Ltd	-1210.00	1	CSH
EFT4751	23/10/2025	Staff Reimbursement	-223.62	1	CSH
EFT4752	23/10/2025	Sheridans	-76.89	1	CSH
EFT4753	23/10/2025	Wyalkatchem Licensed Post Office	-1096.77	1	CSH
EFT4754	23/10/2025	Shire of Wongan-Ballidu	-10083.34	1	CSH
EFT4755	23/10/2025	Staff Reimbursement	-65.39	1	CSH
EFT4756	23/10/2025	Staff Reimbursement	-64.90	1	CSH
EFT4757	23/10/2025	BOC Gases	-56.32	1	CSH
EFT4758	23/10/2025	Bunnings Midland	-58.70	1	CSH
EFT4759	23/10/2025	Fulton Hogan	-1900.80	1	CSH
EFT4760	23/10/2025	Nutrien Ag Solutions Ltd	-22.84	1	CSH
EFT4761	23/10/2025	Midalia Steel	-111.40	1	CSH
EFT4762	23/10/2025	Petchell Mechanical	-1412.96	1	CSH
EFT4763	23/10/2025	Shire of Merredin	-409.20	1	CSH
EFT4764	23/10/2025	Signet Pty Ltd	-283.51	1	CSH
EFT4765	23/10/2025	Wylie Weekly	-384.00	1	CSH

ATTACHMENT

Chq/EFT	Date	Name	Amount	Bank	Type
EFT4766	27/10/2025	R.B. Motors	-39874.10	1	CSH
EFT4767	27/10/2025	Five Rivers Plumbing and Gas	-248.87	1	CSH
EFT4768	27/10/2025	Staff Reimbursement	-51.80	1	CSH
EFT4769	27/10/2025	Councillor Reimbursement	-52.50	1	CSH
EFT4770	27/10/2025	Wyalkatchem Tyres & Traders	-3307.52	1	CSH
EFT4771	27/10/2025	Enviro Pipes Pty Ltd	-13490.40	1	CSH
EFT4772	27/10/2025	Dell Australia Pty Limited	-18295.20	1	CSH
EFT4773	27/10/2025	SJR Civil Consulting Pty Ltd	-2464.00	1	CSH
EFT4774	27/10/2025	Australian Taxation Office	-17884.00	1	CSH
EFT4775	27/10/2025	Bunnings Midland	-1389.27	1	CSH
EFT4776	27/10/2025	Dunnings	-14215.21	1	CSH
EFT4777	27/10/2025	Eastern Hills Saws & Mowers	-90.00	1	CSH
EFT4778	27/10/2025	Marty Grant Bulldozing	-4290.00	1	CSH
Total EFT			-333,865.61		
DD4099.1	07/10/2025	Superannuation contributions	-6422.59	1	CSH
DD4100.1	01/10/2025	Synergy	-131.68	1	CSH
DD4100.2	10/10/2025	Synergy	-6329.72	1	CSH
DD4100.3	14/10/2025	Synergy	-772.87	1	CSH
DD4100.4	06/10/2025	Synergy	-636.84	1	CSH
DD4100.5	21/10/2025	Synergy	-611.61	1	CSH
DD4100.6	01/10/2025	Crisp Wireless	-625.90	1	CSH
DD4100.7	09/10/2025	Telstra	-336.01	1	CSH
DD4109.1	21/10/2025	Superannuation contributions	-6471.42	1	CSH
DD4111.1	06/10/2025	NAB	-3111.43	1	CSH
DD4112.1	24/10/2025	Synergy	-3620.62	1	CSH
DD4112.2	30/10/2025	Water Corporation.	-3138.23	1	CSH
DD4112.3	27/10/2025	Water Corporation.	-759.05	1	CSH
DD4112.4	23/10/2025	Synergy	-122.02	1	CSH
DD4112.5	28/10/2025	Synergy	-149.83	1	CSH
DD4112.6	21/10/2025	Telstra	-299.60	1	CSH
DD4118.1	31/10/2025	Water Corporation.	-883.39	1	CSH
DD4123.1	31/10/2025	Department of Transport	-74800.00	1	CSH
796	30/10/2025	4 - NAB CONNECT FEE (INCL GST)	-23.49	1	FEE
796	31/10/2025	6 - MERCHANT FEES (INCL GST)	-183.90	1	FEE
796	31/10/2025	5 - NAB ACCOUNT FEES (INPUT TAXED)	-22.00	1	FEE
Total DD			-109,452.20		
Total Payments October 2025			-443,317.81		

### 10.1.2. ACCOUNTS FOR PAYMENT – CREDIT CARDS – SEPTEMBER 2025

Applicant:	Shire of Wyalkatchem
Location:	Shire of Wyalkatchem
Date:	12 November 2025
Reporting Officer:	Glenn Bradley, Finance Officer
Disclosure of Interest:	No interest to disclose
File Number:	File Ref: 12.10.02
Attachment Reference:	Attachment 10.1.2 – Credit Card – September 2025

#### VOTING REQUIREMENT

Simple Majority

#### OFFICER'S RECOMMENDATION

*That Council endorse credit card payments for the period 29 August 2025 to 29 September 2025, totalling \$3,111.43. (refer to attachment 10.1.2).*

#### BACKGROUND

Council governance procedures require the endorsement of credit card payments at each OMC. The attached credit card payment report has been reviewed by the Manager of Corporate Services and the CEO.

#### STATUTORY ENVIRONMENT

*Local Government Act 1995, Part 6 – Financial Management s.6.4*

*Local Government (Financial Management) Regulations 1996, R34*

#### POLICY IMPLICATIONS

Policy Number 2.1 – Purchasing Policy.

Policy Number 2.3 – Credit Card Policy.

#### FINANCIAL IMPLICATIONS

Nil. Reported expenditure is assessed by management as being consistent with the 2025/2026 Annual Budget.

#### COMMUNITY AND STRATEGIC OBJECTIVES

The matter before the Council generally accords with the Shire's desired outcome, as expressed in the revised Shire of Wyalkatchem Strategic Community Plan.

<b>Pillar 4 Civic Leadership</b>	<b>Statement of Strategic Outcome:</b> We lead with accountability, connection and openness through best-practice systems, policies and financial controls
<b>Goal No.</b>	<b>GOAL 11.</b> High standard of governance
11.3	Ongoing long term financial planning and transparent financial management





**SHIRE OF WYALKATCHEM  
NAB BUSINESS VISA  
PAYMENTS OF ACCOUNTS BY CREDIT CARD  
FOR THE STATEMENT PERIOD: 29 August 2025 to 29 September 2025**

DATE	PAYEE	DESCRIPTION	AMOUNT
CARD NUMBER 4557-XXXX-XXXX-0623			
04-Sep-25	DEPARTMENT OF TRANSPORT	WM508 Vehicle License Renewal	\$ 282.20
05-Sep-25	WYALKATCHEM GARDEN CAFÉ	MEMBERS Refreshments for Council Workshop	\$ 56.00
08-Sep-25	ADINA PERTH	MEMBERS Accomodation for WALGA Conference	\$ 584.10
08-Sep-25	ADOBE	INFORMATION TECHNOLOGY Adobe subscription for 1 computers	\$ 263.44
09-Sep-25	ADOBE	INFORMATION TECHNOLOGY Adobe subscription for 2 computers	\$ 481.14
12-Sep-25	APPLE	WORKS MANAGER New phone	\$ 1,328.00
19-Sep-25	WYALKATCHEM GARDEN CAFÉ	MEMBERS Refreshments for Council Meeting	\$ 70.00
22-Sep-25	JAMF SOFTWARE	INFORMATION TECHNOLOGY JAMF Subscription	\$ 37.55
29-Sep-25	NAB Bank	Card Fees and Bank Charge	\$ 9.00

**TOTAL CREDIT CARD PAYMENTS \$ 3,111.43**

**ATTACHMENT**

I, Glenn Bradly, have reviewed the credit card payments and confirm that from the descriptions on the documentation provide that;

- all transactions are expenses incurred by the Shire of Wyalkatchem;
- all purchases have been made in accordance with the Shire of Wyalkatchem policies and procedures;
- all purchases are in accordance with the Local Government Act 1995 and associated regulations;
- no misuse of the corporate credit card is evident

Glenn Bradly

### 10.1.3. MONTHLY FINANCIAL REPORTS – OCTOBER 2025

Applicant:	Shire of Wyalkatchem
Location:	Shire of Wyalkatchem
Date:	12 November 2025
Reporting Officer:	Claire Trenorden, Manager Corporate Services
Disclosure of Interest:	No interest to disclose
File Number:	25.08
Attachment Reference:	Attachment 10.1.3 – Monthly Financial Report October 2025

#### VOTING REQUIREMENT

Simple Majority

#### OFFICER'S RECOMMENDATION

*That Council accepts the Statements of Financial Activity for the month ending 31 October 2025 (refer attachment 10.1.3).*

#### BACKGROUND

The *Local Government (Financial Management) Regulations 34* requires a local government to prepare a monthly financial statement that reports on actual revenue and expenditure against the annual budget prepared under regulation 22(1) (d).

Council has adopted a material variance on 10% or \$10,000 whichever is the greater.

#### COMMENT

The attached reports includes:

- Statement of Financial Activity by Program (p.3)
- Statement of Financial Activity by Nature and Type (p.4)

The statements provide details of the Shire's operations on an actual year to date basis. These statements and Notes 1 (p.5) and 2 (p.6) are statutory requirements and must be presented to Council.

The remaining notes all relate to the Statements of Financial Activity.

#### STATUTORY ENVIRONMENT

*Local Government Act 1995, Part 6 – Financial Management S6.4*

*Local Government (Financial Management) Regulations, R34*

#### POLICY IMPLICATIONS

There are no direct policy implications in relation to this item.

#### FINANCIAL IMPLICATIONS

##### October 2025

Total Cash Available as at 31 October 2025 is \$5,685,935;

- cash available is made up of unrestricted cash \$2,151,076 (37.83%) and
- restricted cash \$3,534,859 (62.17%).

Rates Debtors balance as at 31 October 2025 is \$389,802 and Rates Notices for 2025-26 were issued in August 2025. Rates collected as at end of October were \$1,144,784 - 72%.

**October 2025:** Operating Revenue – Operating revenue of \$2,265,737 is made up of Rates - 69%, Grants - 23%, Fees and Charges - 7% and other – 1%.  
Operating Expenses – Operating expenses of \$2,230,997 is made of Employee Costs – 22%, Materials and Contracts – 24%, Depreciation – 42%, Insurance – 10% and Utility – 2%.

### COMMUNITY AND STRATEGIC OBJECTIVES

The matter before the Council generally accords with the Shire's desired outcome, as expressed in the revised Shire of Wyalkatchem Strategic Community Plan.

<b>Pillar 4 Civic Leadership</b>	<b>Statement of Strategic Outcome:</b> We lead with accountability, connection and openness through best-practice systems, policies and financial controls
<b>Goal No.</b>	<b>GOAL 11.</b> High standard of governance
11.3	Ongoing long term financial planning and transparent financial management

# **SHIRE OF WYALKATCHEM**

## **MONTHLY FINANCIAL REPORT**

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

**For the period ended 31 October 2025**

***LOCAL GOVERNMENT ACT 1995***

***LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996***

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**ATTACHMENT**

**SHIRE OF WYALKATCHEM**  
**STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD ENDED 31 OCTOBER 2025**

	Adopted Budget Estimates	YTD Budget Estimates	YTD Actual	Variance* \$ (c) - (b)	Variance* % ((c) - (b))/(b)	Var.
Note	(a) \$	(b) \$	(c) \$	(c) - (b) \$	((c) - (b))/(b) %	
<b>OPERATING ACTIVITIES</b>						
<b>Revenue from operating activities</b>						
General rates	1,566,065	1,566,729	1,560,835	(5,894)	(0.38%)	
Rates excluding general rates	10,496	0	0	0	0.00%	
Grants, subsidies and contributions	1,481,427	503,622	516,979	13,357	2.65%	
Fees and charges	242,731	153,639	162,621	8,982	5.85%	
Interest revenue	173,000	9,000	9,348	348	3.87%	
Other revenue	0	0	15,954	15,954	0.00%	
Profit on asset disposals	94,546	0	0	0	0.00%	
	<b>3,568,265</b>	<b>2,232,990</b>	<b>2,265,737</b>	<b>32,747</b>	<b>1.47%</b>	
<b>Expenditure from operating activities</b>						
Employee costs	(1,974,282)	(658,094)	(493,970)	164,124	24.94%	▲
Materials and contracts	(1,903,093)	(731,019)	(525,248)	205,771	28.15%	▲
Utility charges	(197,201)	(65,734)	(53,486)	12,248	18.63%	▲
Depreciation	(2,629,396)	(876,465)	(924,706)	(48,241)	(5.50%)	
Finance costs	(15,520)	0	0	0	0.00%	
Insurance	(231,235)	(231,235)	(232,811)	(1,576)	(0.68%)	
Other expenditure	(54,592)	0	(776)	(776)	0.00%	
	<b>(7,005,319)</b>	<b>(2,562,547)</b>	<b>(2,230,997)</b>	<b>331,550</b>	<b>12.94%</b>	
Non cash amounts excluded from operating activities	2(c) 2,534,850	876,465	924,706	48,241	5.50%	
<b>Amount attributable to operating activities</b>	<b>(902,204)</b>	<b>546,908</b>	<b>959,446</b>	<b>412,538</b>	<b>75.43%</b>	
<b>INVESTING ACTIVITIES</b>						
<b>Inflows from investing activities</b>						
Proceeds from capital grants, subsidies and contributions	1,348,688	236,849	248,873	12,024	5.08%	
Proceeds from disposal of assets	180,636	0	0	0	0.00%	
	<b>1,529,324</b>	<b>236,849</b>	<b>248,873</b>	<b>12,024</b>	<b>5.08%</b>	
<b>Outflows from investing activities</b>						
Acquisition of property, plant and equipment	(600,476)	(244,311)	(105,089)	139,222	56.99%	▲
Acquisition of infrastructure	(1,319,959)	0	(98,616)	(98,616)	0.00%	
	<b>(1,920,435)</b>	<b>(244,311)</b>	<b>(203,705)</b>	<b>40,606</b>	<b>16.62%</b>	
<b>Amount attributable to investing activities</b>	<b>(391,111)</b>	<b>(7,462)</b>	<b>45,168</b>	<b>52,630</b>	<b>705.31%</b>	
<b>FINANCING ACTIVITIES</b>						
<b>Inflows from financing activities</b>						
Transfer from reserves	38,477	0	0	0	0.00%	
	<b>38,477</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>	
<b>Outflows from financing activities</b>						
Repayment of borrowings	(76,646)	0	0	0	0.00%	
Transfer to reserves	(240,000)	0	0	0	0.00%	
	<b>(316,646)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>	
<b>Amount attributable to financing activities</b>	<b>(278,169)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>	
<b>MOVEMENT IN SURPLUS OR DEFICIT</b>						
<b>Surplus or deficit at the start of the financial year</b>	2(a) 1,571,484	1,571,484	1,513,140	(58,344)	(3.71%)	
Amount attributable to operating activities	(902,204)	546,908	959,446	412,538	75.43%	▲
Amount attributable to investing activities	(391,111)	(7,462)	45,168	52,630	705.31%	▲
Amount attributable to financing activities	(278,169)	0	0	0	0.00%	
<b>Surplus or deficit after imposition of general rates</b>	<b>0</b>	<b>2,110,930</b>	<b>2,517,754</b>	<b>406,824</b>	<b>19.27%</b>	▲

**KEY INFORMATION**

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

▲ Indicates a variance with a positive impact on the financial position.

▼ Indicates a variance with a negative impact on the financial position.

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

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

**SHIRE OF WYALKATCHEM**  
**STATEMENT OF FINANCIAL POSITION**  
**FOR THE PERIOD ENDED 31 OCTOBER 2025**

	Actual 30 June 2025	Actual as at 31 October 2025
	\$	\$
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	2,233,478	2,151,076
Trade and other receivables	548,314	464,355
Other financial assets	3,534,858	3,534,858
Inventories	14,443	20,323
<b>TOTAL CURRENT ASSETS</b>	<b>6,331,093</b>	<b>6,170,612</b>
<b>NON-CURRENT ASSETS</b>		
Trade and other receivables	37,537	37,537
Other financial assets	59,715	59,715
Property, plant and equipment	13,292,499	13,181,865
Infrastructure	55,213,619	54,603,344
<b>TOTAL NON-CURRENT ASSETS</b>	<b>68,603,370</b>	<b>67,882,461</b>
<b>TOTAL ASSETS</b>	<b>74,934,463</b>	<b>74,053,073</b>
<b>CURRENT LIABILITIES</b>		
Trade and other payables	1,194,809	29,714
Borrowings	76,646	76,646
Employee related provisions	88,285	88,285
<b>TOTAL CURRENT LIABILITIES</b>	<b>1,359,740</b>	<b>194,645</b>
<b>NON-CURRENT LIABILITIES</b>		
Borrowings	338,154	338,154
Employee related provisions	55,123	55,123
<b>TOTAL NON-CURRENT LIABILITIES</b>	<b>393,277</b>	<b>393,277</b>
<b>TOTAL LIABILITIES</b>	<b>1,753,017</b>	<b>587,922</b>
<b>NET ASSETS</b>	<b>73,181,446</b>	<b>73,465,151</b>
<b>EQUITY</b>		
Retained surplus	24,291,917	24,575,622
Reserve accounts	3,534,859	3,534,859
Revaluation surplus	45,354,670	45,354,670
<b>TOTAL EQUITY</b>	<b>73,181,446</b>	<b>73,465,151</b>

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

1 BASIS OF PREPARATION AND MATERIAL ACCOUNTING POLICIES

BASIS OF PREPARATION

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

**Local Government Act 1995 requirements**

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

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

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

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

PREPARATION TIMING AND REVIEW

Date prepared: All known transactions up to 12 November 2025

THE LOCAL GOVERNMENT REPORTING ENTITY

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

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

MATERIAL ACCOUNTING POLICES

Material accounting policies utilised in the preparation of these statements are as described within the 2024-25 Annual Budget. Please refer to the adopted budget document for details of these policies.

Critical accounting estimates and judgements

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

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

As with all estimates, the use of different assumptions could lead to material changes in the amounts reported in the financial report.

The following are estimates and assumptions that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year and further information on their nature and impact can be found in the relevant note:

- Fair value measurement of assets carried at reportable value including:
  - Property, plant and equipment
  - Infrastructure
- Impairment losses of non-financial assets
- Expected credit losses on financial assets
- Measurement of employee benefits

**SHIRE OF WYALKATCHEM**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD ENDED 31 OCTOBER 2025**

**2 NET CURRENT ASSETS INFORMATION**

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

**Current assets**

Cash and cash equivalents  
Trade and other receivables  
Other financial assets  
Inventories

**Less: current liabilities**

Trade and other payables  
Borrowings  
Employee related provisions

Net current assets

Less: Total adjustments to net current assets

**Closing funding surplus / (deficit)**

Note	Adopted Budget Opening 1 July 2025	Actual as at 30 June 2025	Actual as at 31 October 2025
	\$	\$	\$
	2,231,434	2,233,478	2,151,076
	554,151	548,314	464,355
	3,534,859	3,534,858	3,534,858
	15,322	14,443	20,323
	6,335,766	6,331,093	6,170,612
	(1,175,664)	(1,194,809)	(29,714)
	(76,646)	(76,646)	(76,646)
	(53,759)	(88,285)	(88,285)
	(1,306,069)	(1,359,740)	(194,645)
	5,029,697	4,971,353	5,975,967
2(b)	(3,458,213)	(3,458,213)	(3,458,213)
	<b>1,571,484</b>	<b>1,513,140</b>	<b>2,517,754</b>

**(b) Current assets and liabilities excluded from budgeted deficiency**

**Adjustments to net current assets**

Less: Reserve accounts  
Add: Current liabilities not expected to be cleared at the end of the year  
- Current portion of borrowings  
- Current portion of employee benefit provisions held in reserve

**Total adjustments to net current assets**

	(3,534,859)	(3,534,859)	(3,534,859)
	76,646	76,646	76,646
2(a)	<b>(3,458,213)</b>	<b>(3,458,213)</b>	<b>(3,458,213)</b>

**ATTACHMENT**

**(c) Non-cash amounts excluded from operating activities**

**Adjustments to operating activities**

Less: Profit on asset disposals  
Add: Depreciation

**Total non-cash amounts excluded from operating activities**

	Adopted Budget Estimates 30 June 2026	YTD Budget Estimates 31 October 2025	YTD Actual 31 October 2025
	\$	\$	\$
	(94,546)	0	0
	2,629,396	876,465	924,706
	<b>2,534,850</b>	<b>876,465</b>	<b>924,706</b>

**CURRENT AND NON-CURRENT CLASSIFICATION**

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



**SHIRE OF WYALKATCHEM**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD ENDED 31 OCTOBER 2025**

**3 EXPLANATION OF MATERIAL VARIANCES**

The material variance thresholds are adopted annually by Council as an indicator of whether the actual expenditure or revenue varies from the year to date actual materially.  
The material variance adopted by Council for the 2025-26 year is \$10,000 and 10.00% whichever is the greater.

**Description**

**Expenditure from operating activities**

**Employee costs**

There has been a number of vacant positions through the beginning of the year.

**Materials and contracts**

The YTD budget is averaged over the year, staff tend to be conservative with expenditure through the beginning of the year until we are confident with how we are travelling YTD.

**Utility charges**

Budget is averaged over year.

**Outflows from investing activities**

**Acquisition of property, plant and equipment**

Vehicle purchases need to be journaled to be the correct accounting entry. This will be completed asap

**Surplus or deficit after imposition of general rates**

Var. \$	Var. %	
\$	%	
164,124	24.94%	▲
	Timing	
205,771	28.15%	▲
	Timing	
12,248	18.63%	▲
	Timing	
139,222	56.99%	▲
406,824	19.27%	▲

ATTACHMENT

**SHIRE OF WYALKATCHEM**  
**SUPPLEMENTARY INFORMATION**

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**ATTACHMENT**

**BASIS OF PREPARATION - SUPPLEMENTARY INFORMATION**

Supplementary information is presented for information purposes. The information does not comply with the disclosure requirements of the Australian Accounting Standards.

SHIRE OF WYALKATCHEM  
SUPPLEMENTARY INFORMATION  
FOR THE PERIOD ENDED 31 OCTOBER 2025

1 KEY INFORMATION

Funding Surplus or Deficit Components

Funding surplus / (deficit)				
	Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
Opening	\$1.57 M	\$1.57 M	\$1.51 M	(\$0.06 M)
Closing	\$0.00 M	\$2.11 M	\$2.52 M	\$0.41 M

Refer to Statement of Financial Activity

Cash and cash equivalents		
	\$5.69 M	% of total
Unrestricted Cash	\$2.15 M	37.8%
Restricted Cash	\$3.53 M	62.2%

Refer to 3 - Cash and Financial Assets

Payables	
	\$0.03 M % Outstanding
Trade Payables	(\$0.03 M)
0 to 30 Days	100.0%
Over 30 Days	0.0%
Over 90 Days	0.0%

Refer to 9 - Payables

Receivables		
	\$0.07 M	% Collected
Rates Receivable	\$0.39 M	71.9%
Trade Receivable	\$0.07 M	% Outstanding
Over 30 Days		111.7%
Over 90 Days		100.2%

Refer to 7 - Receivables

Key Operating Activities

Amount attributable to operating activities			
Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
(\$0.90 M)	\$0.55 M	\$0.96 M	\$0.41 M

Refer to Statement of Financial Activity

Rates Revenue		
YTD Actual	\$1.56 M	% Variance
YTD Budget	\$1.57 M	(0.4%)

Grants and Contributions		
YTD Actual	\$0.52 M	% Variance
YTD Budget	\$0.50 M	2.7%

Refer to 12 - Grants and Contributions

Fees and Charges		
YTD Actual	\$0.16 M	% Variance
YTD Budget	\$0.15 M	5.8%

Refer to Statement of Financial Activity

Key Investing Activities

Amount attributable to investing activities			
Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
(\$0.39 M)	(\$0.01 M)	\$0.05 M	\$0.05 M

Refer to Statement of Financial Activity

Proceeds on sale		
YTD Actual	\$0.00 M	%
Adopted Budget	\$0.18 M	(100.0%)

Refer to 6 - Disposal of Assets

Asset Acquisition		
YTD Actual	\$0.10 M	% Spent
Adopted Budget	\$1.32 M	(92.5%)

Refer to 5 - Capital Acquisitions

Capital Grants		
YTD Actual	\$0.25 M	% Received
Adopted Budget	\$1.35 M	(81.5%)

Refer to 5 - Capital Acquisitions

Key Financing Activities

Amount attributable to financing activities			
Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
(\$0.28 M)	\$0.00 M	\$0.00 M	\$0.00 M

Refer to Statement of Financial Activity

Borrowings	
Principal repayments	\$0.00 M
Interest expense	\$0.00 M
Principal due	\$0.41 M

Refer to 10 - Borrowings

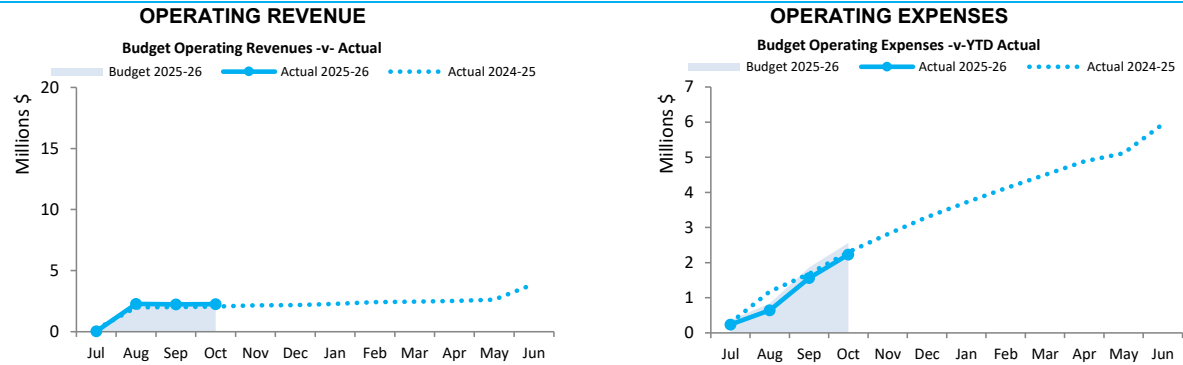
Reserves	
Reserves balance	\$3.53 M
Net Movement	\$0.00 M

Refer to 4 - Cash Reserves

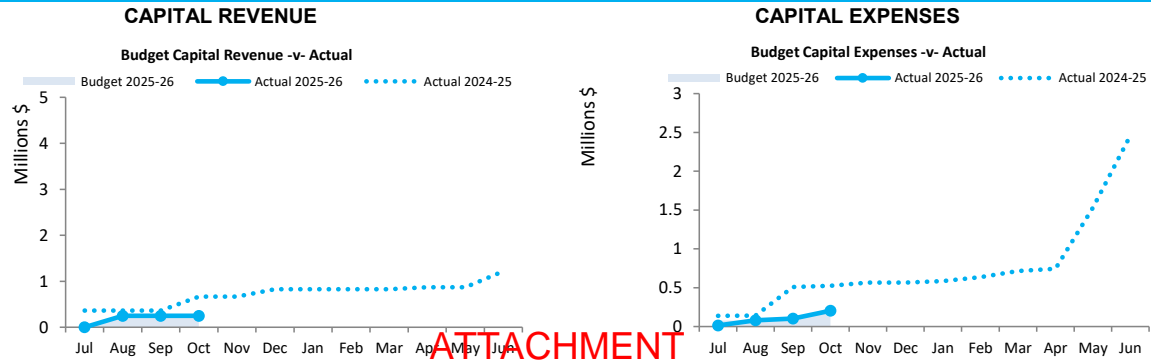
This information is to be read in conjunction with the accompanying Financial Statements and notes.

2 KEY INFORMATION - GRAPHICAL

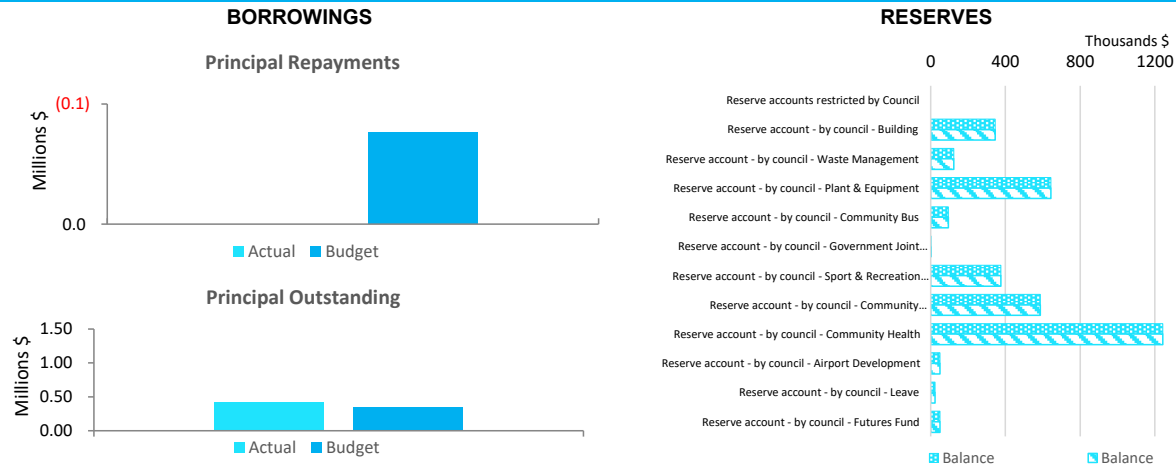
OPERATING ACTIVITIES



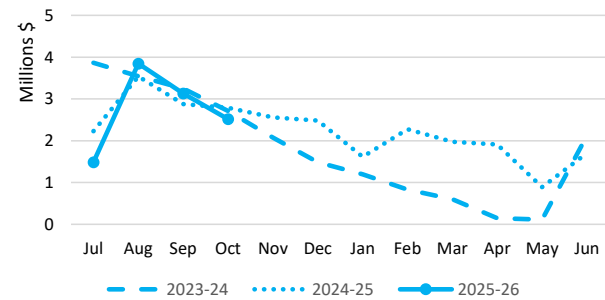
INVESTING ACTIVITIES



FINANCING ACTIVITIES



Closing funding surplus / (deficit)



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

### 3 CASH AND FINANCIAL ASSETS AT AMORTISED COST

Description	Classification	Unrestricted	Reserve Accounts	Total	Trust	Institution	Interest Rate	Maturity Date
		\$	\$	\$	\$			
Municipal Bank Account	Cash and cash equivalents	2,150,876	0	2,150,876	0			At call
Reserve Investment Account	Financial assets at amortised cost	0	3,534,859	3,534,859	0	BOQ	4.37%	Jan-26
Petty Cash		200	0	200	0			
<b>Total</b>		<b>2,151,076</b>	<b>3,534,859</b>	<b>5,685,935</b>	<b>0</b>			
<b>Comprising</b>								
Cash and cash equivalents		2,151,076	0	2,151,076	0			
Financial assets at amortised cost - Term Deposits		0	3,534,859	3,534,859	0			
		<b>2,151,076</b>	<b>3,534,859</b>	<b>5,685,935</b>	<b>0</b>			

#### KEY INFORMATION

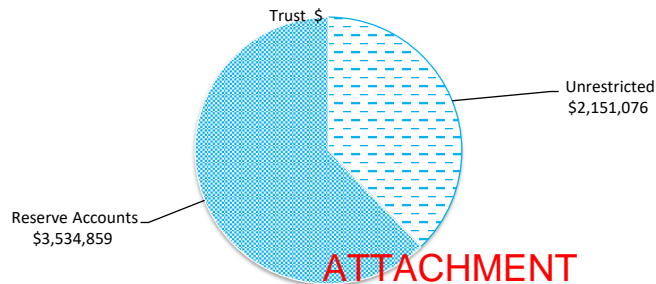
Cash and cash equivalents include cash on hand, cash at bank, deposits available on demand with banks and other short term highly liquid investments with original maturities of three months or less that are readily convertible to known amounts of cash and which are subject to an insignificant risk of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

Bank overdrafts are reported as short term borrowings in current liabilities in the statement of net current assets.

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

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

Financial assets at amortised cost held with registered financial institutions are listed in this note other financial assets at amortised cost are provided in Note 8 - Other assets.



**SHIRE OF WYALKATCHEM**  
**SUPPLEMENTARY INFORMATION**  
**FOR THE PERIOD ENDED 31 OCTOBER 2025**

**4 RESERVE ACCOUNTS**

Reserve account name	Budget				Actual			
	Opening Balance	Transfers In (+)	Transfers Out (-)	Closing Balance	Opening Balance	Transfers In (+)	Transfers Out (-)	Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$
<b>Reserve accounts restricted by Council</b>								
Reserve account - by council - Building	345,388	14,021	0	359,409	345,388	0	0	345,388
Reserve account - by council - Waste Management	123,541	4,711	0	128,252	123,541	0	0	123,541
Reserve account - by council - Plant & Equipment	643,080	28,722	0	671,802	643,080	0	0	643,080
Reserve account - by council - Community Bus	95,185	3,630	0	98,815	95,185	0	0	95,185
Reserve account - by council - Government Joint Venture Housing	13	0	0	13	13	0	0	13
Reserve account - by council - Sport & Recreation Facilities	375,259	14,309	(38,477)	351,091	375,259	0	0	375,259
Reserve account - by council - Community Development	587,465	122,401	0	709,866	587,465	0	0	587,465
Reserve account - by council - Community Health	1,242,319	47,372	0	1,289,691	1,242,319	0	0	1,242,319
Reserve account - by council - Airport Development	49,718	1,896	0	51,614	49,718	0	0	49,718
Reserve account - by council - Leave	22,891	873	0	23,764	22,891	0	0	22,891
Reserve account - by council - Futures Fund	50,000	2,065	0	52,065	50,000	0	0	50,000
	<b>3,534,859</b>	<b>240,000</b>	<b>(38,477)</b>	<b>3,736,382</b>	<b>3,534,859</b>	<b>0</b>	<b>0</b>	<b>3,534,859</b>

**ATTACHMENT**

## 5 CAPITAL ACQUISITIONS

Capital acquisitions	Adopted		YTD Actual	YTD Variance
	Budget	YTD Budget		
	\$	\$	\$	\$
Land	40,000	0	0	0
Buildings	42,600	0	0	0
Furniture and equipment	68,775	27,500	16,632	(10,868)
Plant and equipment	449,101	216,811	88,457	(128,354)
<b>Acquisition of property, plant and equipment</b>	<b>600,476</b>	<b>244,311</b>	<b>105,089</b>	<b>(139,222)</b>
Infrastructure - roads	1,073,342	0	90,631	90,631
Infrastructure - drainage	65,000	0	4,224	4,224
Infrastructure - footpaths	35,000	0	0	0
Infrastructure - other	146,617	0	3,761	3,761
<b>Acquisition of infrastructure</b>	<b>1,319,959</b>	<b>0</b>	<b>98,616</b>	<b>98,616</b>
<b>Total capital acquisitions</b>	<b>1,920,435</b>	<b>244,311</b>	<b>203,705</b>	<b>(40,606)</b>
<b>Capital Acquisitions Funded By:</b>				
Capital grants and contributions	1,348,688	236,849	248,873	12,024
Other (disposals & C/Fwd)	180,636	0	0	0
Reserve accounts				
Reserve account - by council - Sport & Recreation Facilities	38,477		0	0
Contribution - operations	352,634	7,462	(45,168)	(52,630)
<b>Capital funding total</b>	<b>1,920,435</b>	<b>244,311</b>	<b>203,705</b>	<b>(40,606)</b>

### KEY INFORMATION

#### Initial recognition

An item of property, plant and equipment or infrastructure that qualifies for recognition as an asset is measured at its cost.

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

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

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

Individual assets that are land, buildings and infrastructure acquired between scheduled revaluation dates of the asset class in accordance with the Shire's revaluation policy, are recognised at cost and disclosed as being at reportable value.

#### Measurement after recognition

Plant and equipment including furniture and equipment and right-of-use assets (other than vested improvements) are measured using the cost model as required under *Local Government (Financial Management) Regulation 17A(2)*. Assets held under the cost model are carried at cost less accumulated depreciation and any impairment losses being their reportable value.

#### Reportable Value

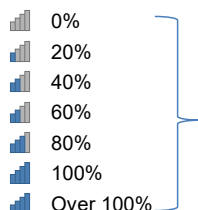
In accordance with *Local Government (Financial Management) Regulation 17A(2)*, the carrying amount of non-financial assets that are land and buildings classified as property, plant and equipment, investment properties, infrastructure or vested improvements that the local government controls.

Reportable value is for the purpose of *Local Government (Financial Management) Regulation 17A(4)* is the fair value of the asset at its last valuation date minus (to the extent applicable) the accumulated depreciation and any accumulated impairment losses in respect of the non-financial asset subsequent to its last valuation date.

5 CAPITAL ACQUISITIONS (CONTINUED) - DETAILED

Capital expenditure total

Level of completion indicators



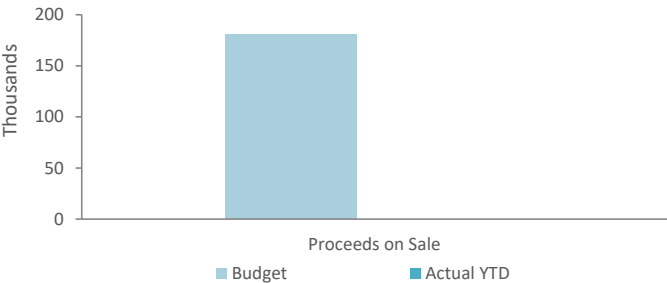
Percentage Year to Date Actual to Annual Budget expenditure where the expenditure over budget highlighted in red.

		Adopted			Variance
Account Description		Budget	YTD Budget	YTD Actual	(Under)/Over
		\$	\$	\$	\$
<b>Land &amp; Buildings</b>					0
	Purchase/transfer of land from WAPOL	40,000	0	0	0
	NAB Bank	27,000	0	0	0
	CRC airconditioner	15,600	0	0	0
<b>Furniture &amp; Equipment</b>					0
	Councillor Surface Pro's	14,000	14,000	7,609	6,391
	Upgrade Chambers recording equipment	10,000	0	0	0
	Shire Server replacement	31,275	0	0	0
	Staff computer/laptop replacement x 7	13,500	13,500	9,023	4,477
<b>Plant &amp; Equipment</b>					0
	Works Manager Ute	62,000	62,000	17,096	44,904
	WM00 Ford Everest (carried over)	77,000	77,000	13,804	63,196
	Admin vehicle	43,395	0	0	0
	Doctor vehicle	43,395	0	0	0
	Team leader - Roads ute	55,000	55,000	35,932	19,068
	Town space cab tipping tray ute	45,000	0	0	0
	Skid steer rake bucket	4,812	4,812	4,375	437
	Spray unit	5,500	0	0	0
	Slasher	8,000	8,000	7,290	710
	Mobile evaporative air cooler	9,999	9,999	9,960	39
	Recreation Centre generator	55,000	0	0	0
	Admin Office generator	20,000	0	0	0
	Medical Centre generator	20,000	0	0	0
<b>Infrastructure - Roads</b>					0
	Roads 2 Recovery program 25/26	366,409	0	12,076	(12,076)
	Wyalkatchem North Road	606,933	0	15,241	(15,241)
	Wyalkatchem Koorda Road	100,000	0	63,314	(63,314)
<b>Infrastructure - Drainage</b>					0
	Culverts x 4 - McNee and Parson Rd	40,000	0	1,856	(1,856)
	Floodway Lackman Rd	25,000	0	2,368	(2,368)
<b>Infrastructure - Footpaths</b>					0
	Footpath - Honour Ave and Flint St from Town Hall and along front of Men's Shed to Gamble St	35,000	0	0	0
<b>Infrastructure - Other</b>					0
	Swimming Pool	70,307	0	3,761	(3,761)
	Wheatbelt Way Rail Trail	76,310	0	0	0
		<b>1,920,435</b>	<b>244,311</b>	<b>203,705</b>	<b>40,606</b>



6 DISPOSAL OF ASSETS

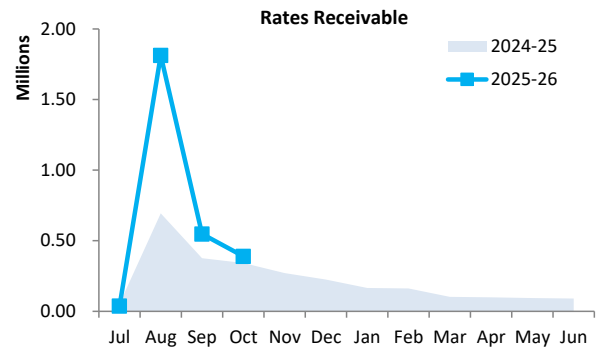
Asset Ref.	Asset description	Budget				YTD Actual			
		Net Book Value	Proceeds	Profit	(Loss)	Net Book Value	Proceeds	Profit	(Loss)
		\$	\$	\$	\$	\$	\$	\$	\$
	Plant and equipment								
	0001WM Toyota Rav4	0	25,000	25,000	0	0	0	0	0
	Medical Centre Generator	0	2,000	2,000	0	0	0	0	0
	WM000 Toyota Hilux	34,484	48,000	13,516	0	0	0	0	0
	WM00 Toyota Prado	51,606	63,636	12,030	0	0	0	0	0
	000WM Toyota Kluger	0	15,000	15,000	0	0	0	0	0
	WM216 Ford Ranger	0	17,000	17,000	0	0	0	0	0
	WM012 Toyota Hilux	0	8,000	8,000	0	0	0	0	0
	Admin Generator	0	2,000	2,000	0	0	0	0	0
		86,090	180,636	94,546	0	0	0	0	0



ATTACHMENT

## 7 RECEIVABLES

Rates receivable	30 Jun 2025	31 Oct 2025
	\$	\$
Opening arrears previous year	48,331	31,134
Levied this year	1,508,575	1,560,835
Less - collections to date	(1,468,389)	(1,144,784)
Gross rates collectable	<b>88,517</b>	<b>447,185</b>
Allowance for impairment of rates receivable	(57,383)	(57,383)
<b>Net rates collectable</b>	<b>31,134</b>	<b>389,802</b>
% Collected	94.3%	71.9%



Receivables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Receivables - general	(1,870)	760	1,089	0	9,455	9,434
Percentage	(19.8%)	8.1%	11.5%	0.0%	100.2%	
<b>Balance per trial balance</b>						
Trade receivables	(1,870)	760	1,089	0	9,455	9,434
GST receivable		65,119				65,119
<b>Total receivables general outstanding</b>						<b>74,553</b>

Amounts shown above include GST (where applicable)

### KEY INFORMATION

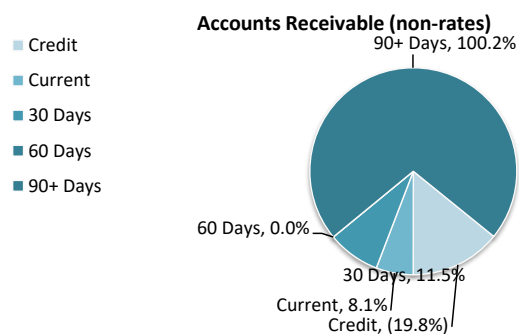
Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business.

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

### Classification and subsequent measurement

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

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



## 8 OTHER CURRENT ASSETS

	Opening Balance 1 July 2025	Asset Increase	Asset Reduction	Closing Balance 31 October 2025
<b>Other current assets</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Financial assets at amortised cost	3,534,858	0	0	3,534,858
<b>Inventory</b>				
Fuel	14,443	31,216	(25,336)	20,323
<b>Total other current assets</b>	<b>3,549,301</b>	<b>31,216</b>	<b>(25,336)</b>	<b>3,555,181</b>

Amounts shown above include GST (where applicable)

## KEY INFORMATION

### Inventory

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

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

ATTACHMENT

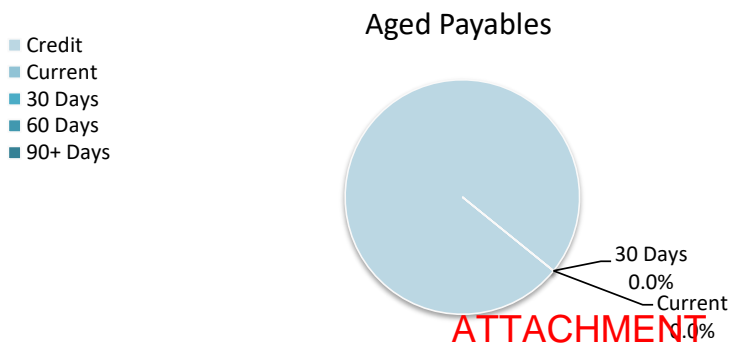
## 9 PAYABLES

Payables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Payables - general	(28,555)	0	0	0	0	(28,555)
Percentage	100.0%	0.0%	0.0%	0.0%	0.0%	
<b>Balance per trial balance</b>						
Sundry creditors	(28,555)	0	0	0	0	(28,555)
Other payables	0	58,269	0	0	0	58,269
<b>Total payables general outstanding</b>						<b>29,714</b>

Amounts shown above include GST (where applicable)

### KEY INFORMATION

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



## 10 BORROWINGS

### Repayments - borrowings

Information on borrowings Particulars	Loan No.	1 July 2025	New Loans		Principal Repayments		Principal Outstanding		Interest Repayments	
			Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
		\$	\$	\$	\$	\$	\$	\$	\$	\$
Grader purchase	75	414,800	0	0	0	(76,646)	414,800	338,154	0	(15,520)
<b>Total</b>		<b>414,800</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>(76,646)</b>	<b>414,800</b>	<b>338,154</b>	<b>0</b>	<b>(15,520)</b>
Current borrowings		76,646					0			
Non-current borrowings		338,154					414,800			
		<b>414,800</b>					<b>414,800</b>			

All debenture repayments were financed by general purpose revenue.

### KEY INFORMATION

The Shire has elected to recognise borrowing costs as an expense when incurred regardless of how the borrowings are applied.

Fair values of borrowings are not materially different to their carrying amounts, since the interest payable on those borrowings is either close to current market rates or the borrowings are of a short term nature.

ATTACHMENT

## 11 OTHER CURRENT LIABILITIES

	Note	Opening Balance 1 July 2025 \$	Liability transferred from/(to) non current \$	Liability Increase \$	Liability Reduction \$	Closing Balance 31 October 2025 \$
<b>Other current liabilities</b>						
<b>Employee Related Provisions</b>						
Provision for annual leave		92,086	0	0	0	92,086
Provision for long service leave		(3,801)	0	0	0	(3,801)
<b>Total Provisions</b>		<b>88,285</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>88,285</b>
<b>Total other current liabilities</b>		<b>88,285</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>88,285</b>

Amounts shown above include GST (where applicable)

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

### KEY INFORMATION

#### Provisions

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

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

#### Employee Related Provisions

##### Short-term employee benefits

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

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

##### Other long-term employee benefits

## ATTACHMENT

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

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

12 GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Unspent grant, subsidies and contributions liability					Grants, subsidies and		
	Liability 1 July 2025	Increase in Liability	Decrease in Liability (As revenue)	Liability 31 Oct 2025	Current Liability 31 Oct 2025	Adopted Budget Revenue	YTD Budget	YTD Revenue Actual
	\$	\$	\$	\$	\$	\$	\$	\$
<b>Grants and subsidies</b>								
GEN PUR - Financial Assistance Grant - General	0	0	0	0	0	916,863	229,216	236,024
GEN PUR - Financial Assistance Grant - Roads	0	0	0	0	0	321,309	80,327	82,713
ESL BFB - Operating Grant	0	0	0	0	0	40,000	20,000	20,583
ESL BFB - Admin Fee/Commission	0	0	0	0	0	4,000	4,000	4,000
ROADM - Direct Road Grant (MRWA)	0	0	0	0	0	164,244	164,244	160,647
	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,446,416</b>	<b>497,787</b>	<b>503,968</b>
<b>Contributions</b>								
RATES - Reimbursement of Debt Collection Costs				0		0	0	1,221
STF HOUSE - Staff Rental Reimbursements - 2 Slocum St				0		3,300	550	0
STF HOUSE - Staff Rental Reimbursements - 22a Flint St				0		2,800	467	0
STF HOUSE - Staff Rental Reimbursements - 45 Wilson St				0		2,800	467	0
STF HOUSE - Staff Rental Reimbursements - 53 Piesse St				0		2,800	467	0
OTH HOUSE - Rental Reimbursements - Joint Venture				0		2,811	469	0
ADMIN - Reimbursements				0		0	0	6,058
POC - Fuel Tax Credits Grant Scheme				0		20,500	3,417	5,733
	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>35,011</b>	<b>5,835</b>	<b>13,011</b>
<b>TOTALS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,481,427</b>	<b>503,622</b>	<b>516,979</b>

ATTACHMENT

13 CAPITAL GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Capital grant/contribution liabilities					Capital grants, subsidies and		
	Liability 1 July 2025	Increase in Liability	Decrease in Liability (As revenue)	Liability 31 Oct 2025	Current Liability 31 Oct 2025	Adopted Budget Revenue	YTD Budget	YTD Revenue Actual
	\$	\$	\$	\$	\$	\$	\$	\$
Capital grants and subsidies								
GEN PUR - Other Grants		0	0	0	0	0	0	0
ROADC - Regional Road Group Grants (MRWA)		0	0	0	0	0	0	0
ROADC - Roads to Recovery Grant		0	0	0	0	0	0	0
	0	0	0	0	0	1,348,688	236,849	248,873

ATTACHMENT



## **10.2. WORKS AND SERVICES**

### **10.2.1. WORKS OFFICER'S REPORT – NOVEMBER 2025**

Applicant:	Shire of Wyalkatchem
Location:	Shire of Wyalkatchem
Date:	01 November 2025
Reporting Officer:	Aldo Lamas – Works Manager
Disclosure of Interest:	No interest to disclose
File Number:	13.05
Attachment Reference:	Nil

### **VOTING REQUIREMENT**

Simple Majority

### **OFFICER'S RECOMMENDATION**

*That Council receives the Works Officer's report.*

### **BACKGROUND**

To inform Council of the activities of the Works and Services team for the month ending 12 November 2025.

### **OVERVIEW**

### **SUMMARY - ROADS / TOWN/ BUILDINGS**

---

### **GRANTS / FUNDING APPLICATIONS**

#### **Road Safety Inspection & Black Spot Funding Application**

In June 2023, Main Roads Western Australia (MRWA) conducted a Road Safety Inspection at two locations identified as black spots and flagged by the community as safety concerns:

- Benjaberring–Hindmarsh / Goomalling Merredin Road Staggered Intersection
- Goomalling Merredin Road, Davies South Road and Benjaberring South Road Intersection

The purpose of the inspection was to support the Shire's application for Black Spot funding to upgrade and enhance safety at these intersections for both the community and road users.

Following the inspection, the Shire has reviewed the safety auditor's findings and developed a concept design to address the identified issues. This design will be submitted to MRWA as part of the funding application.

As part of the proposed improvements, land acquisition will be necessary to meet road re-alignment standards. Approximately 400m<sup>2</sup> of land will be required from the adjacent landowner at the Benjaberring–Hindmarsh Road intersection.

**Refer to Photographs in Attachment A**

### **LOCAL BICYCLE AND FOOTPATH PLAN**

The Shire have completed a draft Local Bicycle and Footpath Plan aimed at enhancing active transport options and improving connectivity throughout the community. This initiative supports the goals outlined in both the Disability Access and Inclusion Plan 2020–2025 and the Strategic Community Plan 2024–2034.

### **WORKS & SERVICES MAINTENANCE PROGRAM**

The Shire is currently developing a Works and Services Maintenance Program aimed at improving the planning, delivery, and efficiency of routine infrastructure maintenance across the Shire. This program will help prioritise essential works, optimise resource allocation, and ensure timely responses to community needs.

### **CAPITAL WORKS PROGRAM**

- **Wyalkatchem North Rod SLK 6.91 to 8.40 (Regional Road Group)**  
Tree pruning and table drain cleaning have been successfully completed in line with the scheduled timeline and approved budget.
- **Davies Rd SLK 20.47 - Culvert Replacement (Roads to Recovery)**  
Culvert replacement works have been successfully completed in accordance with the scheduled timeline and approved budget.
- **Old Nalkain Rd - Re-sheet - SLK (0.25 to 1.00, 3.68 to 4.17) - 1.24km (Roads to Recovery)**  
Road and Maintenance Crew has started the re-sheeting works.
- **Honour Avenue and Flint Street – Footpath Works**  
Earthworks started in preparation for the form work set up and concrete pour the week commencing on Monday 3 November.

### **ROAD & MAINTENANCE**

- **Refuse Site**  
Routine weekly maintenance continued throughout the month at the Refuse Site, with several key tasks completed:
  - ✓ Excavation of a new waste cell measuring 80m long x 10m wide, located adjacent to the current cell nearing capacity.
  - ✓ Fire breaks have been completed to enhance site safety.
  - ✓ Scrap metal, mattresses, and car tyres have been sorted from mixed waste piles to improve recycling and waste management efficiency.

These activities support ongoing site operations and environmental compliance.

- **Drainage – Table Drain Cleaning**  
The Shire's Road and Maintenance team has recently undertaken cleaning and re-shaping works on table drains and culverts along the following roads:
  - ✓ Flint Street
  - ✓ Lindsay Street
  - ✓ Thurston Street
  - ✓ Holdsworth Road (from SLK 10.61 to 10.73)

These works are part of ongoing efforts to improve stormwater drainage and maintain road infrastructure across the Shire.

### Refer to Photographs in Attachment B

#### **PARKS AND GARDENS**

- **Standpipe Maintenance and Backflow Testing**

In October, all standpipes located within the Shire were cleaned, and the annual backflow prevention testing was completed in accordance with regulatory requirements.

The results were reported to Water Corporation and the respective property owners, in line with our compliance obligations under the Water Services Regulations 2013.

- **Transfer Station Access Upgrade**

The rear of the St John transfer station building has been enclosed to provide weather protection for the toilet doors, also offering users shelter from the elements.

- **Cricket oval**

The first game of cricket for the season was held on 18th October at the Wyalkatchem Oval and what a start it was! The oval and wicket looked fantastic following recent scheduled annual maintenance renovation, providing an excellent playing surface for the teams.

- **Korrelocking Hall**

The steps at Korrelocking Hall have been successfully replaced, and a new concrete pad has been installed to improve access and safety.

- **Swimming pool**

Several improvements and safety measures have recently been completed at the Wyalkatchem Swimming Pool:

- ✓ The pump room window was damaged during basketball activity. A protective cover has now been installed to prevent future incidents.
- ✓ The shade cover by the toddler's pool has been upgraded with new Colorbond sheeting, and the structure has been rubbed back and repainted for a fresh look.
- ✓ A new pool fence has been installed near the balance tanks, enhancing safety and site security.

These updates help ensure the pool remains a safe and welcoming space for the community.

- **Laneways**

All overhanging trees in laneways across the Shire have been pruned back by an accredited tree looper, improving visibility, safety, and access for vehicles and pedestrians.

This proactive maintenance helps ensure our laneways remain clear and well-maintained for the community.

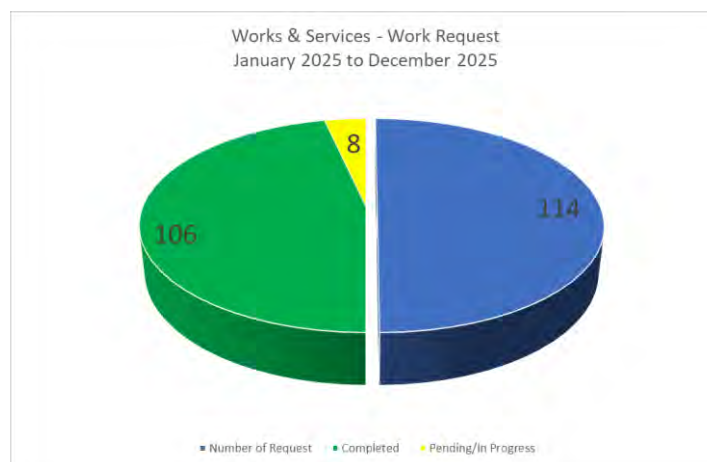
### Refer to Photographs in Attachment C

#### **WORKS REQUEST**

Between 1 January and 1 November 2025, the Shire received a total of 114 works requests. Of these:

- 106 requests have been completed
- 8 requests remain open/In progress

This represents a completion rate of approximately 93%, reflecting the Shire's ongoing commitment to timely and effective service delivery.



#### **WORK HEALTH AND SAFETY**

- During routine maintenance activities, syringes were discovered while raking the parking bay and emptying bins. As a precautionary measure, we have now implemented daily raking of sandpits to ensure the area remains safe for public use.
- New staff and contractors have been provided with training through the regional online induction process to ensure they meet their statutory obligations regarding workplace inductions. This process supports compliance and promotes a safe and informed working environment for all employees and contractors.

#### **TRAINING**

##### Recycled Water Scheme Training – October Attendance Summary

In October, staff members attended training provided by Water Corporation focused on the Recycled Water Scheme.

The training covered two key areas:

1. Presentation on the Scheme – Overview of the system and its operational components.
2. Field Sampling – Practical, hands-on training in sampling procedures for recycled water.

This training supports our ongoing commitment to safe and effective management of recycled water systems.

### **STAFF UPDATE**

- We have recruited two people for the position advertised General hand/all-rounder one person started on the 03 November and the second person is due to start on the 01 December 2025.
- The Dowerin Work Camp continues to maintain a strong and productive partnership with the Shire of Wyalkatchem. Their ongoing support significantly enhances our operational capacity and remains a highly valued asset to the team.

### **PLANT, MACHINERY AND EQUIPMENT**

- As part of this year's Capital Works Plant Replacement and Purchasing Program, the Shire has successfully completed the following acquisitions:
  - ✓ New Rake/General Purpose Bucket
  - ✓ Slasher
  - ✓ Mobile Evaporative air cooler
  - ✓ Spray Unit

These purchases support the Shire's commitment to maintaining efficient operations and delivering high-quality services to the community.

- All three bush fire units have now received their six-monthly service and are fully prepared for the upcoming summer season. This ensures they are in optimal condition and ready to respond if needed. Regular maintenance is a key part of our fire preparedness strategy, and we appreciate the efforts of everyone involved in keeping our equipment ready to go.

### **Refer to Photographs in Attachment D**

### **STATUTORY ENVIRONMENT**

There are no statutory environment implications in relation to this item.

### **POLICY IMPLICATIONS**

There are no direct policy implications in relation to this item.

### **FINANCIAL IMPLICATIONS**

There are some financial implications in relation to this item and they are reflected in the report.

## COMMUNITY AND STRATEGIC OBJECTIVES

The matter before the Council generally accords with the Shire's desired outcome, as expressed in the revised Shire of Wyalkatchem Strategic Community Plan.

<b>Pillar 1 Economy</b>	<b>Statement of Strategic Outcome:</b> Local industry is sustained and can expand with critical and enabling infrastructure. The visitor economy diversifies our local economy and we enhance our community profile.
<b>Goal No.</b>	<b>GOAL 1.</b> Our transport network responds to the accessibility and connectivity needs of all
1.2	Deliver the Wheatbelt Secondary Freight Network Program
1.3	Participate in the Regional Road Group
<b>Pillar 2 Community</b>	<b>Statement of Strategic Outcome:</b> Our community is inclusive, it is a place where people feel valued and have access to opportunities to build their own capacity, lead healthy lifestyles and stay connected.
<b>Goal No.</b>	<b>GOAL 5.</b> A safe and healthy community for all ages
5.9	Upgrade facilities and equipment at the Wyalkatchem Swimming Pool





## Attachment B



Photo: Wyalkatchem North Rod SLK 6.91 to 8.40 (Regional Road Group)



ATTACHMENT



Photo: Davies Rd SLK 20.47 - Culvert Replacement (Roads to Recovery)





Photo: Lindsay Street



ATTACHMENT

Photo: Thurston Street



Photo: Thurston Street





*Photo: Refuse Site – New Cell Excavation*







*Photo: Honour Avenue and Flint Street – Footpath Works*

ATTACHMENT

### Attachment C

*Before*



*After*



*Photo: St John Transfer Station*

*Before*



*After*



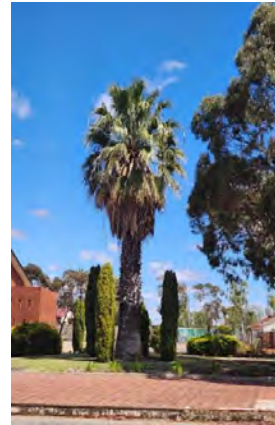
*Photo: Swimming Pool Pump Station*



*Before*



*After*



*Photo: Swimming Pool Palm Trees & Medicinal Plant*



*Photo: Korrelocking Hall*



*Photo: Kids Pool Area Shade*



*Photo: Tree Pruning Laneways*

ATTACHMENT

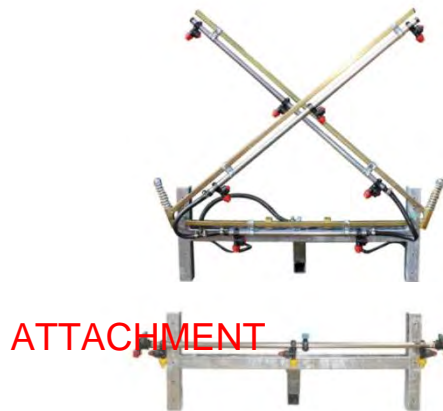
## Attachment D



*Photo: Slasher*



*Photo: Spray unit with hose reel, general purpose towbar spray boom and 4m boom sprayer*



*Photo: Bobcat 1.8m general purpose rake bucket*





Photo: Mobile Evaporative air cooler

ATTACHMENT



### 10.2.2. LOCAL BICYCLE AND FOOTPATH PLAN 2026-2036

Applicant:	Shire of Wyalkatchem
Location:	Shire of Wyalkatchem
Date:	01 November 2025
Reporting Officer:	Aldo Lamas – Works Manager
Disclosure of Interest:	No interest to disclose
File Number:	28.27
Attachment Reference:	Attachment 10.2.2

### VOTING REQUIREMENT

Simple Majority

### OFFICER RECOMMENDATION/COUNCIL RESOLUTION:

That Council:

1. Receive the Local Bicycle and Footpath Plan 2026-2036 as presented, to guide future infrastructure planning and investment in active transport across the Shire of Wyalkatchem.
2. Recognise the Plan as a strategic framework to:
  - o Improve pedestrian and cyclist safety
  - o Enhance connectivity between key destinations
  - o Promote healthy, active lifestyles
  - o Support sustainable transport options
3. Request the Chief Executive Officer to incorporate the Plan's priorities into future budget considerations, grant applications, and capital works programming.

### SUMMARY

To seek Council's endorsement of the Local Bicycle and Footpath Plan 2026–2036, which outlines strategic priorities for improving pedestrian and cycling infrastructure in Wyalkatchem.

### BACKGROUND

The Shire Local Bicycle and Footpath Plan 2026-2036 prioritise the promotion of health and wellbeing and improvement of the built environment by upgrading the walking and cycling infrastructure within the Shire.

The Shire supports the Disability Access and Inclusion Plan 2020-2025 and the Strategic Community Plan 2024-2034. This Plan also provides the framework to continue to support people with disabilities and other access challenges to engage with Council and access all areas of the Shire's operations.

### STATUTORY ENVIRONMENT

The development and implementation of the Shire of Wyalkatchem's Local Bicycle and Footpath Plan 2026–2036 is guided by the following legislative and regulatory frameworks:

- **Local Government Act 1995 (WA):** Provides the authority for local governments to plan, construct, and maintain infrastructure including footpaths and shared-use facilities.

- **Disability Discrimination Act 1992:** Ensures that infrastructure projects consider accessibility and inclusive design for all users, including those with mobility challenges.
- **Road Traffic Code 2000 (WA):** Regulates the safe use of roads and shared paths, including provisions for cyclists and pedestrians.
- **Planning and Development Act 2005 (WA):** Supports integrated land use and transport planning, including active transport infrastructure.
- **State Planning Policy 4.2 – Activity Centres:** Encourages walkable, connected communities with safe and accessible pedestrian and cycling networks.

The Plan aligns with these statutory requirements and supports the Shire’s commitment to safe, inclusive, and sustainable transport infrastructure.

### **POLICY IMPLICATIONS**

The adoption and implementation of the Local Bicycle and Footpath Plan 2026–2036 will have the following policy implications for the Shire of Wyalkatchem:

- **Strategic Planning Alignment:** Supports the objectives outlined in the Shire’s Strategic Community Plan and Corporate Business Plan, particularly in areas related to infrastructure, health, sustainability, and community connectivity.
- **Infrastructure Development:** Establishes a clear framework for prioritising footpath and bicycle infrastructure projects, guiding future capital works and maintenance programs.
- **Funding and Grants:** Strengthens the Shire’s position when applying for state and federal funding by demonstrating a proactive and strategic approach to active transport planning.
- **Asset Management:** Integrates with existing asset management policies to ensure long-term sustainability and lifecycle planning for footpath and cycling infrastructure.
- **Community Engagement:** Reinforces the Shire’s commitment to inclusive and accessible infrastructure, responding to community feedback and promoting active lifestyles.

### **FINANCIAL IMPLICATIONS**

The implementation of the Local Bicycle and Footpath Plan 2026–2036 will have the following financial considerations for the Shire of Wyalkatchem:

- **Capital Investment:** Funding will be required for the construction of new footpaths, signage, and safety upgrades. These costs will be staged across the 10-year period and prioritised based on community need and infrastructure condition.
- **Operational Costs:** Ongoing maintenance of existing and new infrastructure will be incorporated into the annual operational budget, including surface repairs, vegetation management, and signage upkeep.

- **Grant Opportunities:** The Plan positions the Shire to apply for external funding through state and federal programs such as the WA Bicycle Network Grants, potentially offsetting local expenditure.
- **Budget Planning:** Specific projects identified in the Plan will be considered during annual budget deliberations and integrated into the Shire's Long-Term Financial Plan.
- **Cost Estimates:** Preliminary cost estimates for priority projects will be developed in consultation with staff and contractors to inform funding allocations and timelines.

## COMMUNITY AND STRATEGIC OBJECTIVES

The Local Bicycle and Footpath Plan 2026–2036 aligns with the Shire of Wyalkatchem's broader strategic goals and reflects the community's aspirations for a safer, more connected, and active town. Key objectives include:

- **Enhance Community Wellbeing:** Promote healthy lifestyles by encouraging walking and cycling as accessible, low-cost forms of physical activity.
- **Improve Safety and Accessibility:** Provide safe, inclusive infrastructure for all users, including children, seniors, and people with disabilities, through well-designed paths and crossings.
- **Strengthen Connectivity:** Link residential areas with schools, parks, shops, and community facilities to support active transport and reduce reliance on vehicles.
- **Support Environmental Sustainability:** Reduce carbon emissions and traffic congestion by promoting non-motorised transport options.
- **Encourage Community Engagement:** Respond to local feedback and involve residents in planning and prioritising footpath and bicycle improvements.
- **Align with Strategic Planning Frameworks:** Contribute to the delivery of outcomes in the Shire's Strategic Community Plan, including:
  - ✓ *Outcome 2.1:* A connected and safe transport network
  - ✓ *Outcome 3.2:* A healthy and active community
  - ✓ *Outcome 4.1:* Sustainable infrastructure and services

## Attachment A

# Local Bicycle and Footpath Plan 2026-2036

### ATTACHMENT

#### Revision History

Date	Version	Description	Author
9 October 2025	1	Local Bicycle and Footpath Plan 2026-2036	Aldo Lamas, Manager of Works

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## Introduction

The Shire of Wyalkatchem is located 192km from Perth in Western Australia and covers an area of 1,743 square kilometres. The townsite of Wyalkatchem is located along Goomalling-Merredin Road. The predominant industry is agriculture, such as wheat, wool and livestock as well as gypsum mining with seasonal tourism occurring during the wild flower season. An airfield has been upgraded to provide excellent opportunities for people seeking the excitement of aviation activities.

The Shire of Wyalkatchem provides a range of functions, facilities and services including:

Services to property: construction and maintenance of roads and footpaths; storm water drainage; domestic waste collection and disposal, including the recycling of certain domestic waste, waste motor oil collection, 'Drum Muster' collection services, litter control and street cleaning; street tree and roadside tree pruning; bushfire control; animal control; care and maintenance of parks and gardens.

- Recreation services to the community: provision and maintenance of outdoor playing areas for football, cricket, hockey, basketball, tennis; public swimming pool facility; children's playgrounds; the Pioneer Park war memorial and rose garden; the provision and maintenance of the Wyalkatchem Recreations Centre sporting complex with its social lounge/bar facilities and a magnificent Town Hall which caters for civic events such as stage shows.
- General services to the community: providing asset support (housing, professional premises and motor vehicle) for the engagement of general practitioner service; public library and visitor services; community open space and built facilities, including the premises for the Community Resource Centre; provision of public services including the community bus and cemetery.
- Regulatory services: land use and planning advice and regulation; building approvals; environmental health; public health and ranger's animal control; parking control.
- Administration services: provision of general information to the public, lodging and resolution of complaints, collection of rates, vehicle licensing, firearms licensing, and dog registrations.
- Governance: administration of the local government, including: Council and committee meetings; community meetings and consultation; provision of the election of Council members.

## Background

The Shire Local Bicycle and Footpath Plan 2026-2036 prioritises the promotion of health and wellbeing and improvement of the built environment by upgrading the walking and cycling infrastructure within the Shire.

The Shire supports the Disability Access and Inclusion Plan 2020-2025 and the Strategic Community Plan 2024-20234. This This Plan also provides the framework to continue to support people with disabilities and other access challenges to engage with Council and access all areas of the Shire's operations.

## Council Vision

That Wyalkatchem is an inclusive, dynamic community where all share in a thriving economy and a sustainable, safe and valued environment.

## Objective

### Improve Safety

- Improve pedestrian safety by providing well-maintained footpaths separated from vehicle traffic.
- Minimize accident risks through better path design, signage, and crossings.

### Enhance Connectivity

- Link key destinations such as schools, parks, shops, and public transport.
- Fill gaps in existing networks to create continuous, usable routes.
- Enhance the aesthetic appeal of public spaces through landscaping and beautification.

### Promote Active Transport

- Promote physical activity by creating an environment conducive to walking.
- Support community wellbeing and reduce carbon emissions.

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### Support Inclusive Access

- Increase accessibility for all residents, including those with disabilities, the elderly, and families with young children.
- Ensure paths are accessible to people of all ages and abilities.
- Include features like ramps, tactile surfaces, and rest areas.

### Foster Community Engagement

- Enhance community connectivity by linking key destinations such as schools, health facilities, parks, sporting precincts and shops.
- Reflect local needs and preferences through consultation.
- Build public support for active transport initiatives.

## Footpath Hierarchy

This hierarchy categorises footpaths based on their function, location, and level of pedestrian activity to ensure safe, accessible, and efficient movement throughout the Shire.

### Primary Footpaths

Purpose: High-use pedestrian corridors connecting key destinations.

Typical Locations: Town centres, schools, hospitals, transport hubs, major commercial areas.

#### Design Features:

- Minimum width: 2.0–2.5m
- Concrete or asphalt surface
- Lighting, signage, and accessibility features
- Priority for upgrades and maintenance

#### Secondary Footpaths

Purpose: Connect residential areas to primary paths and local amenities.

Typical Locations: Suburban streets, local parks, community centres.

#### Design Features:

- Minimum width: 1.5–2.0m
- Concrete or compacted gravel surface
- Moderate priority for upgrades

#### Tertiary Footpaths / Access Paths

Purpose: Low-traffic paths providing access to minor facilities or linking cul-de-sacs.

Typical Locations: Laneways, rear access paths, low-density residential zones.

#### Design Features:

- Minimum width: 1.2–1.5m
- Gravel or natural surface
- Basic maintenance as needed

#### Shared Paths

Purpose: Accommodate both cyclists and pedestrians.

Typical Locations: Recreational trails, regional connectors, perimeter roads.

#### Design Features:

- Minimum width: 2.5–3.0m
- Clear signage and surface markings
- Separation from vehicle traffic where possible

#### Strategic Missing Links

Purpose: Identify and prioritize gaps in the network that hinder connectivity.

Action: Targeted investment to complete critical links between existing paths.

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## Road Hierarchy

When developing pedestrians and cycling paths, it is essential to consider the road hierarchy classification. The road classifications within the Shire of Manjimup, defined in its Road Hierarchy Policy, are as follows:

### Primary Distributors

Provide for major regional and inter-regional traffic movement and carry large volumes of generally fast-moving traffic. Some are strategic freight routes and all are State Roads. They are managed by Main Roads Western Australia.

### District Distributor A

Urban area roads - (Built Up Area -) Carry traffic between industrial, commercial and residential areas and generally connect to Primary Distributors. These are likely to be truck routes and provide only limited access to adjoining property. They are managed by local government.

### District Distributor B

Urban area roads - (Built Up Area) Perform a similar function to type A District Distributors but with reduced capacity due to flow restrictions from access to and roadside parking alongside adjoining property. These are often older roads with a traffic demand in excess of that originally intended. District Distributor A and B roads run between land-use cells and generally not through them, forming a grid which would ideally space them around 1.5 kilometres apart. They are managed by local government.

### Regional Distributor

Rural - (Non Built Up Area) Roads that are not Primary Distributors but which link significant destinations and are designed for efficient movement of people and goods within and beyond regional areas. They are managed by local government.

### Local Distributor

Urban - (Built Up Area) Roads that carry traffic within a cell and link District Distributors or Regional Distributors at the boundary, to access roads. The route of Local Distributors should discourage through traffic so that the cell formed by the grid of District Distributors only carries traffic belonging to, or serving the area. These roads should accommodate buses, but discourage trucks.

Rural - (Non-Built Up Area) Connect to other Rural Distributors and to Rural Access Roads. Not Regional Distributors, but which are designed for efficient movement of people and goods within regional areas Urban and Rural Local Distributor roads are managed by local government.

### Access Roads

Provide access to abutting properties with amenity, safety and aesthetic aspects having priority over the vehicle movement function. These roads are bicycle and pedestrian friendly. They are managed by local government.

Road Type	Purpose	Typical Speed	Traffic Volume (AADT)
<b>Primary Distributor</b>	Major regional and inter-regional routes (e.g., highways, freeways).	60–110 km/h	Above 6,000 vehicles/day
<b>Regional Distributor</b>	Connects significant destinations within and beyond regional areas.	60–110 km/h	Varies by location
<b>District Distributor A</b>	Links built-up areas; forms a grid between land-use cells.	60–80 km/h	Up to 6,000 vehicles/day
<b>District Distributor B</b>	Similar to A but with lower traffic volumes and more property access.	60–70 km/h	Up to 3,000 vehicles/day
<b>Local Distributor</b>	Connects access roads to higher-order distributors within local areas.	50–70 km/h	Up to 3,000 vehicles/day
<b>Access Road</b>	Provides direct access to properties; lowest in hierarchy.	50 km/h	Up to 100 vehicles/day

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### Traffic Speeds

Austroads Guidelines states that where the difference between bicycle and motor traffic speeds is less than 20km/h, full integration may be acceptable and bicycles and motor traffic can usually share the road pavement without any special provision being required. Austroads states that segregation is desirable where the difference between bicycle and motor traffic speed exceeds 40 km/h. The Guidelines also indicates that 85th percentile speeds of people cycling under free flow conditions can be expected to be in the order of 30 km/h. This is potentially representative of confident riders on flat terrain, but speeds are likely to be lower in hilly areas or for casual cyclists.

### Crash Data

Safety is a very important factor in developing a successful path plan. The availability and quality of existing cycle/walk paths is a good way of determining the level of safety and performance within an area. Main Roads Western Australia (MRWA) data only comprises of crashes that have been reported to the police. To be included in the crash data, the crash must meet the following criteria:

- The crash occurs on a public road, and
- A person is killed or injured, or
- At least one vehicle was towed away, or
- The value of property damage is over the value set by the DoT and MRWA

The MRWA crash data was used to identify the level of safety. 11 crashes occurred within the Shire from 1 January 2020 to 31 December 2024, of which the majority resulted in major property damage only. As the crash data only contains reported crashes, it is likely that many crashes involving minor property damage and injuries are not reported.

Year	No.	%
2020	4	36.36
2021	1	9.09
2022	5	45.45
2024	1	9.09

Severity	No.	%
Fatal	0	0
Hospital	2	18.18
Medical	3	27.27
PDO Major	5	45.45
PDO Minor	1	9.09

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## Proposed Pathway Design

The Austroads Guide to Road Design: Pedestrian and Cyclist Paths provides both strategies for path design and technical information for design and construction. Council will adopt the path width in line with the Austroads Guide recommendation. Path widths are determined based on the destination, the number of pedestrians and cyclists, pram and wheelchair users etc., for individual sites.

By integrating a variety of footpath types, The Shire of Wyalkatchem can establish a flexible and efficient pathway network that caters to community needs while enhancing the town's visual appeal and overall accessibility.

### Concrete Footpath

#### Advantages of Concrete Footpaths

- **Durability:** Concrete is long-lasting and resistant to wear, weather, and heavy foot traffic.
- **Low Maintenance:** Requires minimal upkeep compared to other surfaces like gravel or asphalt.
- **Smooth Surface:** Provides a safe, even walking surface for pedestrians, prams, wheelchairs, and mobility aids.
- **Aesthetic Appeal:** Can be finished in various textures and colours to complement streetscapes.
- **Resistant to Erosion:** Holds up well in areas prone to water runoff or soft ground.

- **Good Load Bearing:** Suitable for areas with occasional vehicle crossover (e.g., driveways).

#### Disadvantages of Concrete Footpaths

- **Higher Initial Cost:** More expensive to install than alternatives like gravel or asphalt.
- **Longer Installation Time:** Requires curing time before it can be used.
- **Cracking Risk:** Susceptible to cracking due to ground movement or tree roots if not properly reinforced.
- **Limited Flexibility:** Difficult to modify or relocate once installed.
- **Heat Retention:** Can become hot in summer, affecting comfort and contributing to urban heat.

#### Asphalt Footpath

##### Advantages

- **Cost-Effective:** Lower initial cost compared to concrete, making it ideal for longer stretches or budget-conscious projects.
- **Quick Installation:** Can be laid and used within a short timeframe, reducing disruption.
- **Smooth Surface:** Comfortable for walking, cycling, and mobility aids.
- **Flexible Material:** Less prone to cracking from ground movement; easier to repair.
- **Visual Integration:** Matches well with adjacent asphalt roads and driveways.

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##### Disadvantages

- **Shorter Lifespan:** Generally, less durable than concrete, requiring more frequent resurfacing.
- **Maintenance Needs:** Susceptible to softening in high heat and damage from tree roots or heavy loads.
- **Surface Wear:** Can become uneven or brittle over time, especially in high-traffic areas.
- **Limited Aesthetic Options:** Fewer choices for colour or texture compared to concrete.
- **Environmental Sensitivity:** Petroleum-based material may retain heat and contribute to urban warming.

#### Brick Paving Footpath

##### Advantages

- **Aesthetic Appeal:** Offers a classic, decorative look that enhances streetscapes and complements heritage or landscaped areas.
- **Design Flexibility:** Available in various colours, patterns, and textures to suit different environments.
- **Permeability (if unsealed):** Allows water infiltration, reducing runoff and supporting drainage.
- **Easy Repairs:** Individual bricks can be lifted and replaced without disturbing the entire path.

- **Durability:** With proper installation, brick paving can withstand moderate foot traffic and occasional vehicle crossover.

#### Disadvantages

- **Higher Installation Cost:** Labour-intensive and more expensive than asphalt or concrete.
- **Maintenance Needs:** Susceptible to weed growth and uneven surfaces if not properly laid or maintained.
- **Trip Hazards:** Bricks may shift over time, creating uneven surfaces that pose risks for pedestrians.
- **Limited Load Capacity:** Not ideal for heavy vehicle traffic unless reinforced.
- **Slippery When Wet:** Some finishes may become slick in rain unless textured or treated.

#### Gravel Footpaths

##### Advantages

- **Low Cost:** More affordable to install than concrete or brick paving.
- **Quick Installation:** Requires minimal equipment and labour.
- **Natural Aesthetic:** Blends well with rural and landscaped environments.
- **Permeable Surface:** Allows water to drain through, reducing runoff and erosion.
- **Flexible Layout:** Easy to modify, extend, or relocate as needed.
- **Low Environmental Impact:** Minimal use of synthetic materials.

##### Disadvantages

- **Maintenance Needs:** Requires regular topping up and grading to maintain surface quality.
- **Weed Growth:** Susceptible to vegetation intrusion without proper edging or weed control.
- **Surface Instability:** Can become uneven, loose, or muddy in wet conditions.
- **Accessibility Limitations:** Less suitable for wheelchairs, prams, or mobility aids.
- **Dust and Debris:** Can generate dust in dry weather and scatter gravel into adjacent areas.

## Recommended Footpath Plan

By integrating a variety of footpath types, the Shire of Wyalkatchem can create a versatile and functional network that meets residents' needs while enhancing the town's overall aesthetics and usability.

Location	Proposed Type of Footpath
Urban and High-Traffic Areas	Concrete Footpaths for durability and low maintenance.
Residential Areas	Concrete Footpaths for durability and low maintenance.
Parks and Recreational Areas	Gravel Footpaths for a natural look and eco-friendliness. Asphalt Footpaths for a cost-effective, smooth walking surface.



Historical and Aesthetic Areas	Brick paving Footpaths to enhance visual appeal and maintain the historical charm.
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## Unit Rates

The costs for the implementation plan have been based upon approximate unit rates, and should only be used as a budget guide. It is assumed that these rates will remain consistent throughout the life of plan.

Material	Area (m2)	Cost Exc GST	Comments
Concrete	1	\$130.00	Standard 100mm thick
Asphalt	1	\$ 410.00	Including kerbing Standard 30mm thick
Brick Paving	1	\$120.00	Standard brick paving 50mm thick

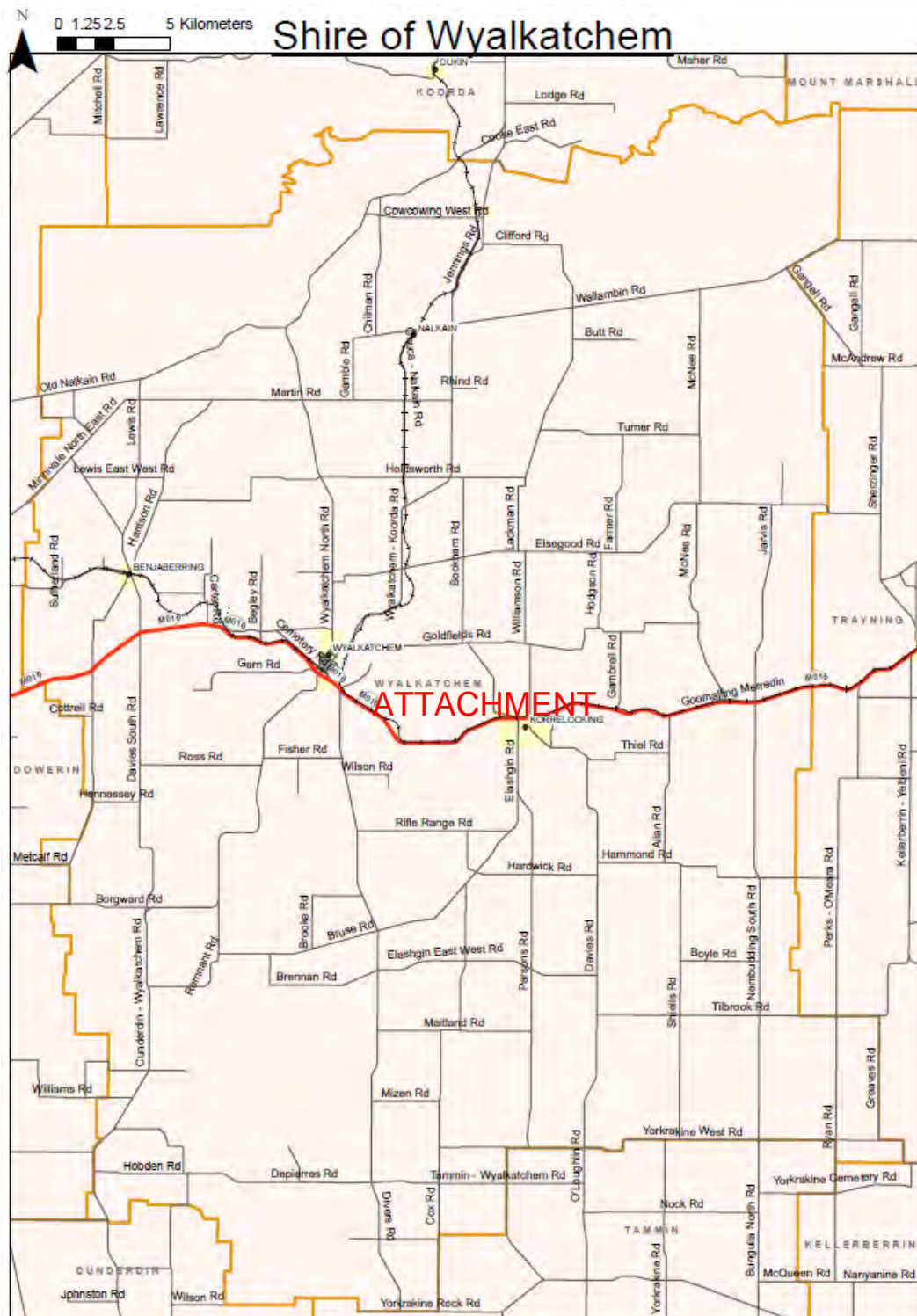
Additional Costs	Definition	Cost
Nominal earthworks	Installation is straight-forward. Cut channel and lay surface	+ 0%
Minor	Minor rock cutting or earth clearing.	+10%
Removal of existing path	Costs to break concrete and dispose, prior to laying new path	+15%
Moderate earthworks	Additional earthworks are required i.e. additional fill, slight hard digging	+ 25%
Substantial earthworks	Surface requires a large amount of preparation	+ 50%

## Plan Implementation

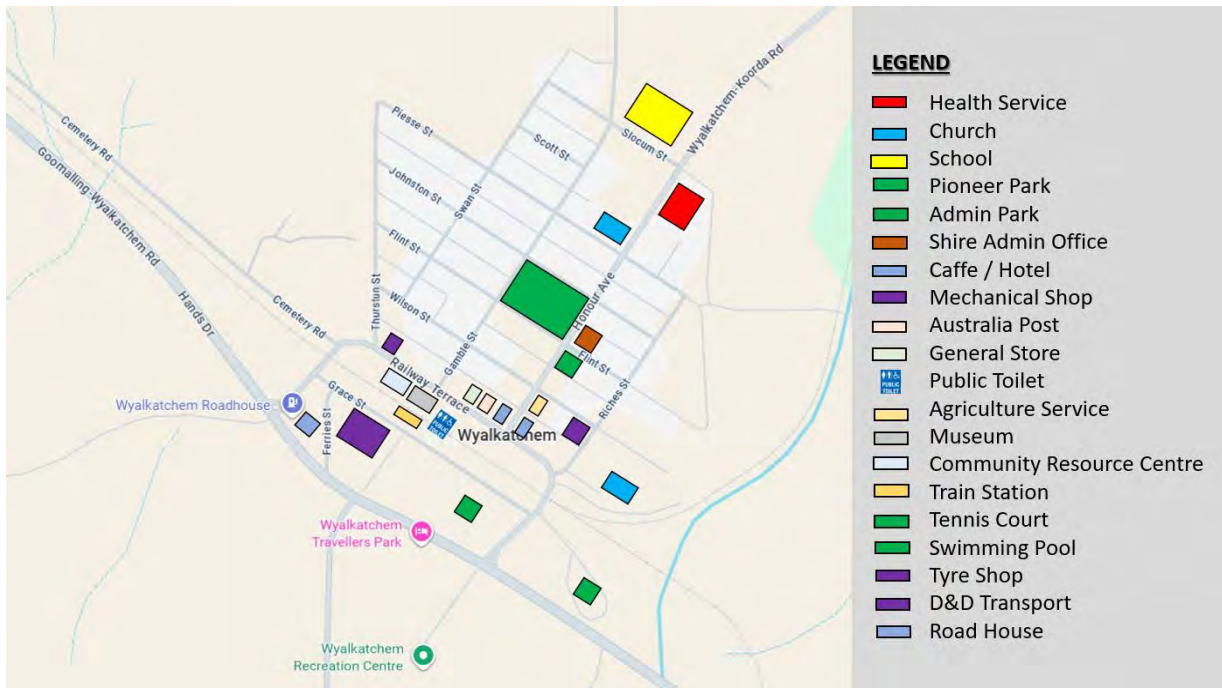
Local Bicycle and Footpath Plan will be implemented through Shire's annual capital works budget process, developer contributions or grant opportunities.

The Shire Local Bicycle and Footpath Plan 2026-2036 is a dynamic plan, subject to review by Shire Officers. The community may request consideration of additional pathways not currently listed in the Plan, which will be evaluated based on the factors outlined in the Plan to ensure strategic alignment.

## Existing Transport Network

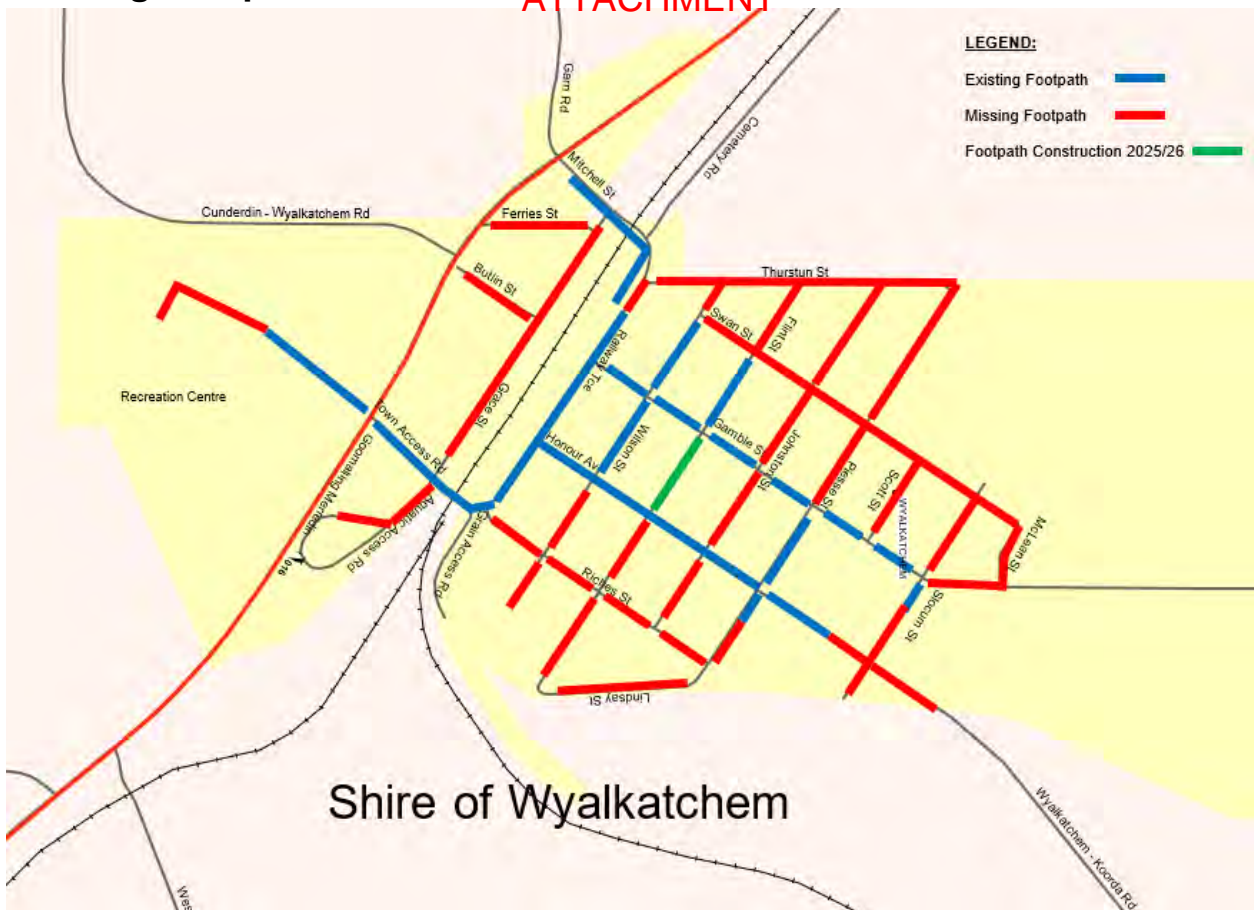


## Recreation and Facilities

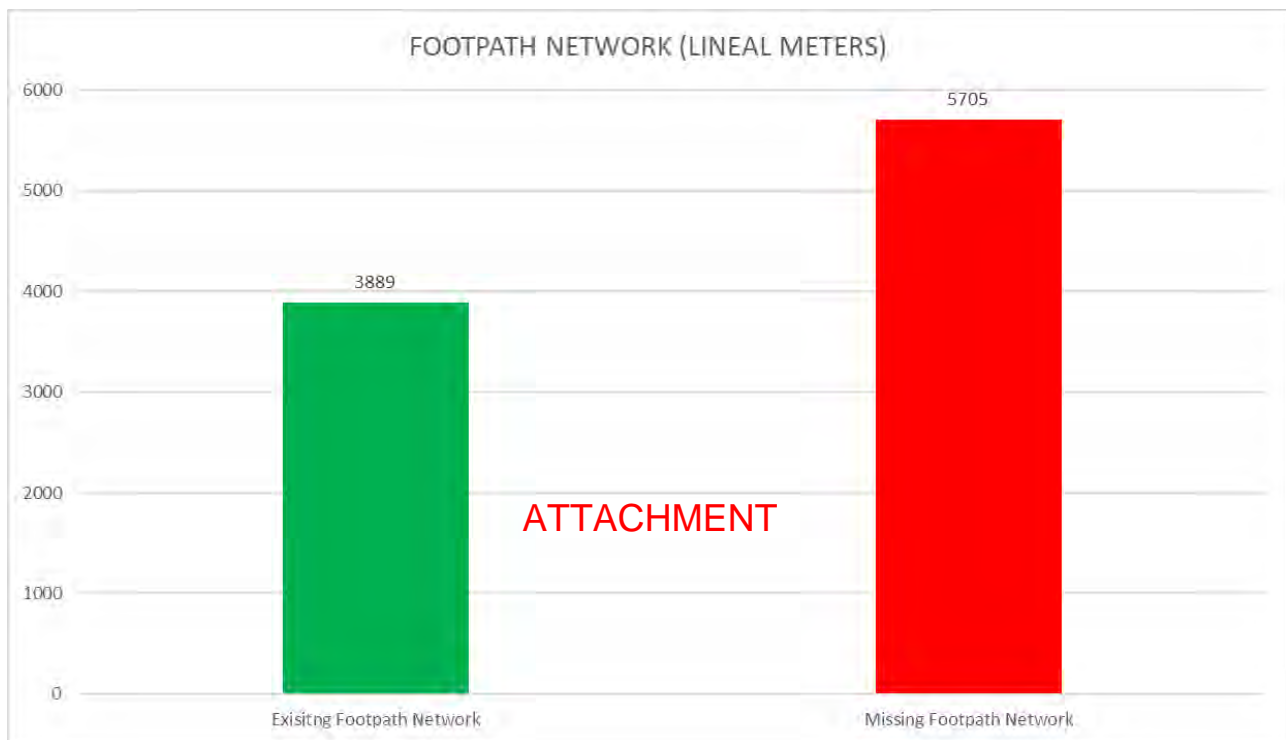


## Existing Footpath Network

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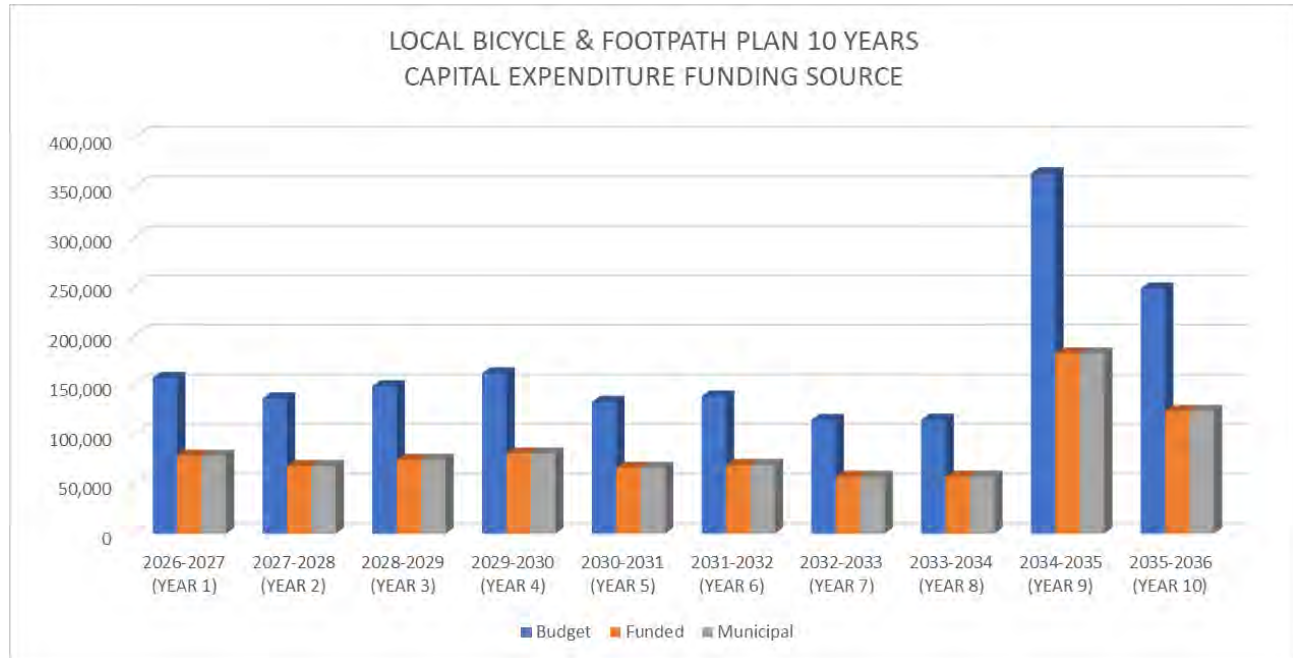




Location	Length (m)	Width (m)	Material
FLINT STREET	160	2	Insitu Concrete
GAMBLE STREET	15	2	Insitu Concrete
GAMBLE STREET	20	2	Insitu Concrete
GAMBLE STREET	40	1.8	Insitu Concrete
GAMBLE STREET	48	1.8	Insitu Concrete
GAMBLE STREET	90	1.8	Insitu Concrete
GAMBLE STREET	110	1.8	Insitu Concrete
GAMBLE STREET	60	1.8	Insitu Concrete
GAMBLE STREET	50	1.8	Insitu Concrete
GAMBLE STREET	110	1.8	Insitu Concrete
GAMBLE STREET	250	1.8	Insitu Concrete
GRACE STREET	189	2.1	Black Asphalt
GRACE STREET	105	2.1	Black Asphalt
GRACE STREET	114	2.1	Black Asphalt
GRACE STREET	17	1.5	Insitu Concrete
GRACE STREET	172	1.5	Insitu Concrete
HONOUR AVENUE	100	3.2	Red Asphalt
HONOUR AVENUE	53	8	Brick Paving
HONOUR AVENUE	110	2	Concrete Slabs
HONOUR AVENUE	60	2	Insitu Concrete
HONOUR AVENUE	50	2	Insitu Concrete
HONOUR AVENUE	110	2	Insitu Concrete
HONOUR AVENUE	110	2	Insitu Concrete
HONOUR AVENUE	155	1.4	Insitu Concrete
HONOUR AVENUE	45	4.3	Insitu Concrete
HONOUR AVENUE	14	4.3	Insitu Concrete
MITCHELL STREET	30	2.1	Insitu Concrete
MITCHELL STREET	80	2.1	Black Asphalt
PIESSE STREET	170	2	Insitu Concrete
PIESSE STREET	54	2	Insitu Concrete
RAILWAY TERRACE	41	1.8	Insitu Concrete
RAILWAY TERRACE	5	2.1	Insitu Concrete
RAILWAY TERRACE	68	2.1	Insitu Concrete
RAILWAY TERRACE	177	3.4	Brick Paving
RAILWAY TERRACE	163	3.4	Brick Paving
RAILWAY TERRACE	80	2.1	Black Asphalt
RAILWAY TERRACE	55	2.1	Black Asphalt
SLOCUM STREET	72	1.8	Insitu Concrete
TOWN ACCESS ROAD	50	2.1	Black Asphalt
TOWN ACCESS ROAD	20	2.1	Black Asphalt
TOWN ACCESS ROAD	110	2.1	Black Asphalt
WILSON STREET	190	2.1	Insitu Concrete
WILSON STREET	150	2	Insitu Concrete
WILSON STREET	17	4	Brick Paving

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## Capital Expenditure Funding Source



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### Footpath Construction - 10 Year Program

2026-2027 (YEAR 1)										
Funding	Road	Project Description	Start	End	Length	Width	Rate	Budget	Funding	Council
WABN	Aquatic Access Road	Construct missing link path using standard concrete footpath to provide access to the Swimming Pool	Richies St	End Aquatic Access Rd	255.00	2.00	130.00	66,300	33,150	33,150
WABN	Slocum Street	Construct missing link path using standard concrete footpath to provide access to the District High School	Gamble St	Honour Av	105.00	2.00	130.00	27,300	13,650	13,650
WABN	Honour Avenue	Construct missing link path using standard concrete footpath to provide access to the District High School	Slocum St	Plesse St	245.00	2.00	130.00	63,700	31,850	31,850
								157,300	78,650	78,650

2027-2028 (YEAR 2)										
Funding	Road	Project Description	Start	End	Length	Width	Rate	Budget	Funding	Council
WABN	Johnston Street	Construct missing link path using standard concrete footpath	Gamble St	Honour Av	180.00	2.00	133.90	48,204	24,102	24,102
WABN	Flint Street	Construct missing link path using standard concrete footpath to provide access to Play ground	Honour Av	Richies St	150.00	2.00	133.90	40,170	20,085	20,085
WABN	Slocum Street	Construct missing link path using standard concrete footpath to provide access to the District High School	Swan St	Gamble St	180.00	2.00	133.90	48,204	24,102	24,102
								136,578	68,289	68,289

2028-2029 (YEAR 3)										
Funding	Road	Project Description	Start	End	Length	Width	Rate	Budget	Funding	Council
WABN	Johnston Street	Construct missing link path using standard concrete footpath	Swan St	Gamble St	180.00	2.00	137.92	49,650	24,825	24,825
WABN	Plesse St	Construct missing link path using standard concrete footpath	Swan St	Gamble St	180.00	2.00	137.92	49,650	24,825	24,825
WABN	Scott Street	Construct missing link path using standard concrete footpath	Swan St	Gamble St	180.00	2.00	137.92	49,650	24,825	24,825
								148,950	74,475	74,475

#### 2029-2030 (YEAR 4)

Funding	Road	Project Description	Start	End				Budget	Funding	Council
WABN	Swan Street	Construct missing link path using standard concrete footpath	Wilson St	Piesse St	400.00	2.00	142.05	113,644	56,822	56,822
WABN	Recreation Centre	Construct missing link path using standard concrete footpath	Goomalling Merredin Rd	Recreation Centre	170.00	2.00	142.05	48,299	24,149	24,149
								<b>161,942</b>	<b>80,971</b>	<b>80,971</b>

#### 2030-2031 (YEAR 5)

Funding	Road	Project Description	Start	End				Budget	Funding	Council
WABN	Wilson Street	Construct missing link path using standard concrete footpath	Honour St	Richies St	150.00	2.00	146.32	43,895	21,947	21,947
WABN	Johnston Street	Construct missing link path using standard concrete footpath	Honour St	Richies St	150.00	2.00	146.32	43,895	21,947	21,947
WABN	Piesse St	Construct missing link path using standard concrete footpath	Honour St	Richies St	155.00	2.00	146.32	45,359	22,680	22,680
								<b>133,149</b>	<b>66,574</b>	<b>66,574</b>

#### 2031-2032 (YEAR 6)

Funding	Road	Project Description	Start	End				Budget	Funding	Council
WABN	Swan Street	Construct missing link path using standard concrete footpath	Piesse St	McLean St	345.00	2.00	150.71	103,987	51,993	51,993
WABN	McLean St	Construct missing link path using standard concrete footpath	Swan St	Gamble St	115.00	2.00	150.71	34,662	17,331	17,331
								<b>138,649</b>	<b>69,325</b>	<b>69,325</b>

#### 2032-2033 (YEAR 7)

Funding	Road	Project Description	Start	End				Budget	Funding	Council
WABN	Gamble Street	Construct missing link path using standard concrete footpath	Slocum St	McLean St	145.00	2.00	155.23	45,016	22,508	22,508
WABN	Wyalkatchem North Rd	Construct missing link path using standard concrete footpath	Slocum St	School Shed	100.00	2.00	155.23	31,045	15,523	15,523
WABN	Richies Road	Construct missing link path using standard concrete footpath	Railway Tce	Wilson St	125.00	2.00	155.23	38,808	19,404	19,404
								<b>114,869</b>	<b>57,434</b>	<b>57,434</b>

#### 2033-2034 (YEAR 8)

Funding	Road	Project Description	Start	End				Budget	Funding	Council
WABN	Richies Road	Construct missing link path using standard concrete footpath	Wilson St	Flint St	120.00	2.00	159.88	38,372	19,186	19,186
WABN	Richies Road	Construct missing link path using standard concrete footpath	Flint St	Johnston St	120.00	2.00	159.88	38,372	19,186	19,186
WABN	Richies Road	Construct missing link path using standard concrete footpath	Johnston St	Piesse St	120.00	2.00	159.89	38,373	19,186	19,186
								<b>115,117</b>	<b>57,558</b>	<b>57,558</b>

#### 2034-2035 (YEAR 9)

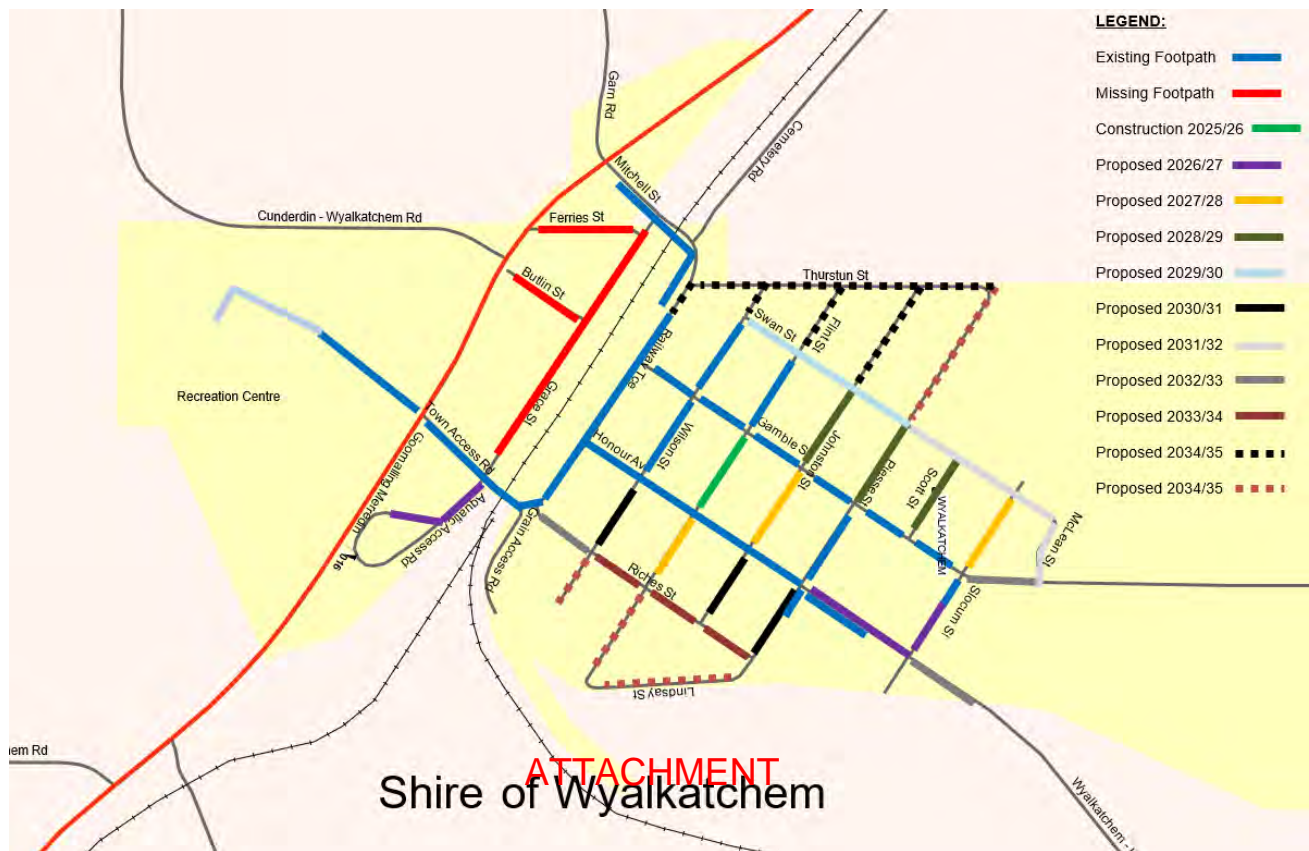
Funding	Road	Project Description	Start	End				Budget	Funding	Council
WABN	Wilsomn Street	Construct missing link path using standard concrete footpath	Swan St	Thurstun St	70.00	2.00	164.68	23,055	11,528	11,528
WABN	Flint St	Construct missing link path using standard concrete footpath	Swan St	Thurstun St	150.00	2.00	164.68	49,404	24,702	24,702
WABN	Johnston Street	Construct missing link path using standard concrete footpath	Swan St	Thurstun St	225.00	2.00	164.68	74,106	37,053	37,053
WABN	Thurstun Street	Construct missing link path using standard concrete footpath	Railway Tce	Piesse St	590.00	2.00	164.68	194,327	97,163	97,163
WABN	Railway Terrace	Construct missing link path using standard concrete footpath	Thurstun St	Tyre Shop	70.00	2.00	164.68	23,055	11,528	11,528
								<b>363,947</b>	<b>170,446</b>	<b>170,446</b>

#### 2034-2035 (YEAR 10)

Funding	Road	Project Description	Start	End				Budget	Funding	Council
WABN	Piesse Street	Construct missing link path using standard concrete footpath	Swan St	Thurstun St	300.00	2.00	169.62	101,772	50,886	50,886
WABN	Wilson Street	Construct missing link path using standard concrete footpath	Richies	End of Wilson St	60.00	2.00	169.62	20,354	10,177	10,177
WABN	Flint St	Construct missing link path using standard concrete footpath	Richies	End of Flint St	60.00	2.00	169.62	20,355	10,177	10,177
WABN	Lindsay St	Construct missing link path using standard concrete footpath	Piesse St	Flint St	310.00	2.00	169.62	105,164	52,582	52,582
								<b>247,646</b>	<b>123,823</b>	<b>123,823</b>

ATTACHMENT

## Footpath Construction Program Map – 10 Year Plan



**10.2.3. WORKS OFFICER'S REQUEST FOR ADDITIONAL BUDGET  
ALLOCATION CEMETERY RD, WYALKATCHEM – ROAD  
RECONSTRUCTION (2025 / 26)**

Applicant:	Shire of Wyalkatchem
Location:	Shire of Wyalkatchem
Date:	05 November 2025
Reporting Officer:	Aldo Lamas – Works Manager
Disclosure of Interest:	No interest to disclose
File Number:	12.05.07
Attachment Reference:	10.2.3 Attachment A

**VOTING REQUIREMENT**

Absolute Majority

**OFFICER RECOMMENDATION/COUNCIL RESOLUTION:**

That Council:

- Endorse the submission of the EOI to MRWA for shovel-ready project funding.
- Approve a provisional additional budget allocation in the 2025/26 financial year to support the delivery of eligible project total municipal fund contribution of \$128,396 for Cemetery Rd, Wyalkatchem – Road Reconstruction.

**PURPOSE**

To seek Council approval for an additional budget allocation in the 2025/26 financial year to support shovel-ready infrastructure projects, following a recent Expression of Interest (EOI) submission to Main Roads Western Australia (MRWA).

**BACKGROUND**

Following the recent State Advisory Committee (SAC) meeting and as per Alli's Hunt Local Government Interface Manager /Wheatbelt Region Main Roads Western Australia (MRWA) correspondence, it was indicated that there may be an additional allocation of funding available for Rural Regional Road Groups in the current financial year (2025 / 26).

Main Roads Western Australia (MRWA) has invited local governments to submit EOIs for additional funding available for shovel-ready projects. In response, the Shire of Wyalkatchem has submitted an EOI outlining priority projects that are ready for immediate commencement, pending financial support.

**PROPOSAL**

To ensure the Shire can proceed with selected projects if funding is approved, it is recommended that Council allocate additional budget provisionally in the 2025/26 financial year. This allocation will allow for timely mobilisation and delivery of works aligned with Main Roads Western Australia (MRWA) funding timelines.

**COMMENT**

The recommended additional budget allocation is to increase the capital expenditure of Infrastructure Roads following approval from Main Roads Western Australia (MRWA) Shovel Ready Projects. As per below breakdown.



Income/Expense/Other	Description	Proposed Additional budget - Total Funding Required	Grant Funding 2/3 MRWA	Municipal Funding Shire	Comment
Capital Expenditure	Infrastructure Roads - Cemetery Rd, Wyalkatchem – Road Reconstruction SLK 2.22 to 3.15	\$385,189	\$256,793	\$128,396	See Above

## STATUTORY ENVIRONMENT

Local Government (Financial Management) Regulations, 33A. Review of budget

## POLICY IMPLICATIONS

There are no direct policy implications in relation to this item.

## FINANCIAL IMPLICATIONS

Additional Budget Allocation 2025/26 – Infrastructure Roads.

## COMMUNITY AND STRATEGIC OBJECTIVES

The matter before the Council generally accords with the Shire's desired outcome, as expressed in the revised Shire of Wyalkatchem Strategic Community Plan.

<b>Pillar 4 Civic Leadership</b>	<b>Statement of Strategic Outcome:</b> We lead with accountability, connection and openness through best-practice systems, policies and financial controls
<b>Goal No.</b>	<b>GOAL 11.</b> High standard of governance
<b>11.3</b>	Ongoing long term financial planning and transparent financial management

## Attachment A

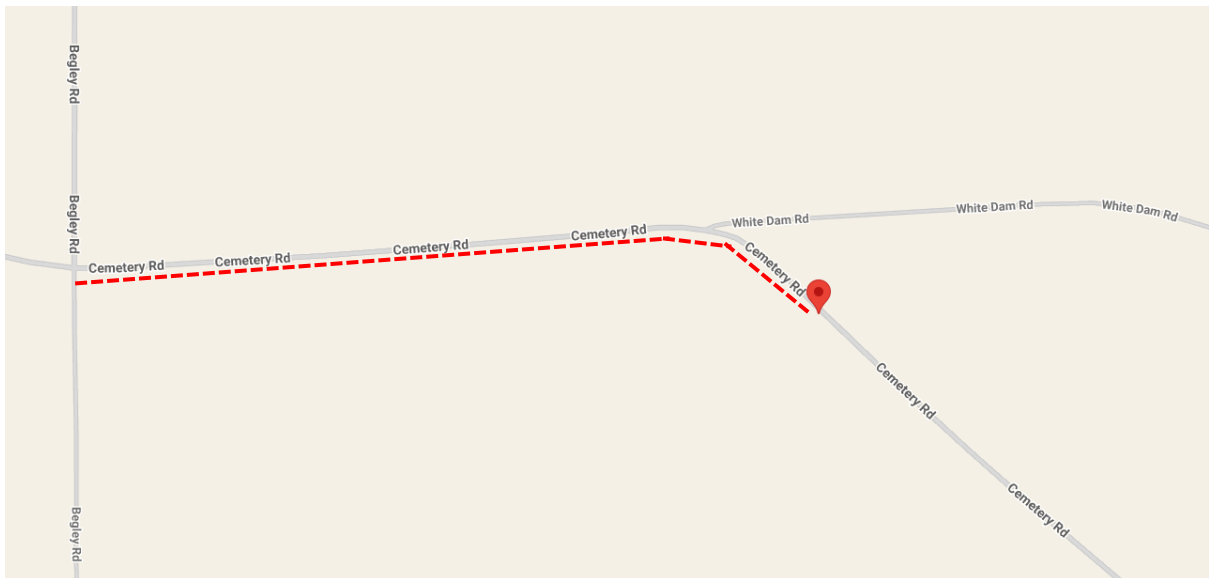
### SUBMITTED

#### Rural Regional Road Groups - Shovel Ready Projects 2025-26

##### Cemetery Rd, Wyalkatchem WA - SLK 2.22 to 3.15

### 1. Road Name

Cemetery Rd, Wyalkatchem WA - SLK 2.22 to 3.15 (930m)



### 2. Local Government and Regional Road Group

Shire of Wyalkatchem - Wheatbelt North-East Sub Regional Road Group

### 3. Scope of Works

- Reconstruction of existing road from Type 4 to Type 6.
- Pruning vegetation.
- Recondition & widen shoulder from 8m to 10m.
- Basecourse layer, wet mix and 2% cement stabilisation, balance, compact & trim.
- Installation of Primer seal – 8000m<sup>2</sup>.
- Installation of two coats hot seal C170, using 14/10 aggregate – 8000m<sup>2</sup>.
- Extend existing drainage culvert & install precast headwalls at SLK 2.42
- Install guideposts & signage.

### 4. Category of funding (road project grant or commodity route)

Road Project Grant



**5. Total Funding required (one third co contribution inclusive)**

Total Project Cost \$385,188.98

RRG (2/3 Contribution) - \$256,792.65

Shire (1/3 Contribution) - \$128,396.33

**6. Duration for delivery**

The proposed works are scheduled for February 2026 (pending approval) and are expected to take approximately 20 days to complete, subject to weather conditions and contractor availability, as outlined in the attached work program.

**ATTACHMENT**

**10.2.4. WORKS OFFICER'S REQUEST FOR ADDITIONAL BUDGET  
ALLOCATION CUNDERDIN WYALKATCHEM ROAD (2025 / 26)**

Applicant:	Shire of Wyalkatchem
Location:	Shire of Wyalkatchem
Date:	05 November 2025
Reporting Officer:	Aldo Lamas – Works Manager
Disclosure of Interest:	No interest to disclose
File Number:	12.05.07
Attachment Reference:	10.2.4 Attachment A

**VOTING REQUIREMENT**

Absolute Majority

**OFFICER RECOMMENDATION/COUNCIL RESOLUTION:**

That Council:

- Endorse the submission of the EOI to MRWA for shovel-ready project funding.
- Approve a provisional additional budget allocation in the 2025/26 financial year to support the delivery of two eligible projects total municipal fund contribution of \$180,000 for Cunderdin-Wyalkatchem Rd, Wyalkatchem WA - SLK 3.00 to 5.00 Road Reconstruction.

**PURPOSE**

To seek Council approval for an additional budget allocation in the 2025/26 financial year to support shovel-ready infrastructure projects, following a recent Expression of Interest (EOI) submission to Main Roads Western Australia (MRWA).

**BACKGROUND**

Following the recent State Advisory Committee (SAC) meeting and as per Alli's Hunt Local Government Interface Manager /Wheatbelt Region Main Roads Western Australia (MRWA) correspondence, it was indicated that there may be an additional allocation of funding available for Rural Regional Road Groups in the current financial year (2025–26).

Main Roads Western Australia (MRWA) has invited local governments to submit EOIs for additional funding available for shovel-ready projects. In response, the Shire of Wyalkatchem has submitted an EOI outlining priority projects that are ready for immediate commencement, pending financial support.

**PROPOSAL**

To ensure the Shire can proceed with selected projects if funding is approved, it is recommended that Council allocate additional budget provisionally in the 2025/26 financial year. This allocation will allow for timely mobilisation and delivery of works aligned with Main Roads Western Australia (MRWA) funding timelines.

**COMMENT**

The recommended additional budget allocation is to increase the capital expenditure of Infrastructure Roads following approval from Main Roads Western Australia (MRWA) Shovel Ready Projects. As per below breakdown.

Income/Expense/Other	Description	Proposed Additional budget - Total Funding Required	Grant Funding 2/3 MRWA	Municipal Funding Shire	Comment
Capital Expenditure	Infrastructure Roads - Cunderdin-Wyalkatchem Rd, Wyalkatchem WA - SLK 3.00 to 5.00 Road Reconstruction	\$540,000	\$360,000	\$180,000	See Above

## STATUTORY ENVIRONMENT

Local Government (Financial Management) Regulations, 33A. Review of budget

## POLICY IMPLICATIONS

There are no direct policy implications in relation to this item.

## FINANCIAL IMPLICATIONS

Additional Budget Allocation 2025/26 – Infrastructure Roads.

## COMMUNITY AND STRATEGIC OBJECTIVES

The matter before the Council generally accords with the Shire's desired outcome, as expressed in the revised Shire of Wyalkatchem Strategic Community Plan.

<b>Pillar 4 Civic Leadership</b>	<b>Statement of Strategic Outcome:</b> We lead with accountability, connection and openness through best-practice systems, policies and financial controls
<b>Goal No.</b>	<b>GOAL 11.</b> High standard of governance
<b>11.3</b>	Ongoing long term financial planning and transparent financial management

## Attachment A

### SUBMITTED

#### Rural Regional Road Groups - Shovel Ready Projects 2025-26 Cunderdin-Wyalkatchem Rd, Wyalkatchem WA - SLK 3.00 to 5.00

##### 1. Road Name

Cunderdin-Wyalkatchem Rd, Wyalkatchem WA - SLK 3.00 to 5.00



##### 2. Local Government and Regional Road Group

Shire of Wyalkatchem - Wheatbelt North-East Sub Regional Road Group

##### 3. Scope of Works

- Reconstruction of existing road from Type 4 to Type 6.

- Pruning vegetation.
- Recondition & widen shoulder from 8m to 10m.
- Basecourse layer, wet mix and 2% cement stabilisation, balance, compact & trim.
- Installation of Primer seal – 16000m<sup>2</sup>.
- Installation of two coats hot seal C170, using 14/10 aggregate – 16000m<sup>2</sup>.
- Install guideposts & signage.

#### **4. Category of funding (road project grant or commodity route)**

Road Project Grant

#### **5. Total Funding required (one third co contribution inclusive)**

Total Project Cost \$540,000.00

RRG (2/3 Contribution) - \$360,000

Shire (1/3 Contribution) - \$180,000

#### **6. Duration for delivery**

#### **ATTACHMENT**

The proposed works are scheduled for February / March 2026 (pending approval) and are expected to take approximately 20 days to complete, subject to weather conditions and contractor availability, as outlined in the attached work program.

### **10.3. GOVERNANCE AND COMPLIANCE**

#### **10.3.1. CHIEF EXECUTIVE OFFICER'S REPORT – NOVEMBER 2025**

Applicant:	Not Applicable
Location:	Whole of District
Date:	13 November 2025
Reporting Officer:	Ian McCabe, Acting Chief Executive Officer
Disclosure of Interest:	No interest to declare
File Number:	13.05.01
Attachment Reference:	NIL

### **VOTING REQUIREMENT**

Simple Majority

### **OFFICER'S RECOMMENDATION**

That Council:

1. Accept the Acting Chief Executive Officer's Report as presented.

### **BACKGROUND**

This report is prepared by the Acting CEO to inform Council and the Community about CEO activities and responsibilities, including progress against published plans and agreed performance criteria.

### **COMMENT**

This report is for the period 9 October 2025 to 12 November 2025.

The Acting CEO was on annual leave Friday 24 October, Thursday 30 October and Monday 3 November.

The focus in the past month has been the recruitment by council of a nominal CEO; the local government election; compliance activities (audit, annual report); staffing matters (recruitment, development); land management (debt management and recovery; title status and valuation); financial and strategic planning; business management of the local government.

At the ordinary meeting 16 October, council considered governance, financial reporting and operational reports and made decisions in relation to CEO recruitment and DFES communications.

The local government election was held 18 October with five candidates for four councillor offices. A successful election is a contested respectful election with good turnout and that seems to have been the result. Congratulations to all candidates and the community for their engagement and participation.

Council held a special meeting to install the new council 20 October. Cr Stephen Gamble re-joined council, while Cr's Petchell, Loton and Lawson Kerr were re-elected. Cr Christy Petchell was elected President and Cr Mischa Stratford was elected Deputy President. All statutory declarations were received by Mr Don Eaton JP and the local government thanks him sincerely for his participation in the meeting. It should be noted that 17 persons witnessed the new council taking their seats with former councillors Fred Butt, David

Holdsworth, Shirley Maitland, Campbell Jones, Georgie Davies, Dennis Pease and the recently retired President Owen Garner among them. Sincere thanks to all for attending. Past President Quentin Davies and former councillor Tom Davies provided an apology, as they were travelling and unable to attend, but both offered sincere best wishes for council's every success in office.

Council and the independent member of the selection panel David Holdsworth met 23 October to discuss CEO Recruitment.

Council and the independent member of the selection panel David Holdsworth met 27 October to discuss CEO Recruitment.

Council held a Special Meeting 27 October to appoint members to committees and representations. Council also approved the selection criteria and position description for the recruitment of a Chief Executive Officer, allowing advertising to commence 3 November.

At a special meeting of Council held 6 November, the Presiding Member and Deputy Presiding Member of the Audit, Risk and Improvement Committee were appointed; and a sub-division matter (previously approved) was considered at the request of the WA Planning Commission.

### **Key Meetings 9 October 2025 to 12 November 2025.**

9 October State Hazard Plan – fire – webinar, Department of Fire and Emergency Services (DFES).

10 October Reporting and Program Management (RPM) Information Session, Department of Infrastructure, Transport, Regional Development, Communications, Sports and the Arts (Commonwealth).

13 October CEACA (Central East Accommodation & Care Alliance Inc.), online; attended part meeting only due to communications issues.

14 October Cr Christy Petchell, as Presiding Member, Audit, Risk and Improvement Committee, to discuss audit requirements.

14 October Cr's Garner and Petchell, President and Deputy President, to discuss the transition to a new council, my work, and CEO recruitment.

15 October meet with elected member.

15 October Pre-season DFES briefing, Chief Bush Fire Control Officers and CEOs.

15 October Department of Planning Lands and Heritage, WA Police, regarding a request by the Shire of Wyalkatchem to acquire land within a police reserve.

15 October With the Manager of Works and a representative of the former Rotary Chapter to discuss possible works at the cemetery.

16 October With Manager of Corporate Services, provision of information briefing for an auditor who is bidding for the Office of Auditor General contract to service Wyalkatchem.

16 October With Manager of Corporate Services, recruitment interviews (2).

16 October Photography session, outgoing council and senior staff (prior to council meeting); dinner with outgoing council (post council).

18 October (Saturday) – full day, opening shire office prior to 8am and concluding with election count and reporting of result, post 10pm, local government election.

20 October Meeting with lessee, aerodrome hangar.

20 October HR consultant to Council, CEO recruitment.

21 October LGIS (local government insurer) safety consultant, re the shire pursuing Tier 1 safety accreditation.  
22 October Site inspection of shire facility  
22 October meet with elected member.  
23 October with Cr's Petchell (President) and Stratford (Deputy President) to discuss the new term of council.  
28 October Cr's Petchell (President) and Stratford (Deputy President), regular meeting to brief the President about the local government's affairs, s.2.8 (1)(e) Local Government Act 1995.  
29 October With team leader Town, drive inspection of roads and laneways.  
29 October Contract Environmental Health officer, food inspections, authorisations, local public health plan.  
4 November with Cr Lawson Kerr, Bencubbin, North Eastern Wheatbelt Regional Organisation of Councils (NEWROC), council meeting.  
10 November Rate payer  
11 November Cr Petchell (President), regular meeting to brief the President about the local government's affairs, s.2.8 (1)(e) Local Government Act 1995.  
11 November with the President and members of staff, Pioneer Park, Remembrance Day event.  
11 November Wheatbelt Development Commission, land and housing development.  
11 November Prospective lessee.

**Key Activities 9 October 2025 to 12 November 2025.**

- Wylie Weekly publications, website and social media management, liaising with community and external agencies, other information distribution.
- Liaising with governments on various matters.
- Managing election processes.
- Preparation of annual report.
- Management of legacy consulting arrangements.
- Conducting quotation process for property valuations; lease negotiation.
- Preparation of quotation brief for recruiters, CEO Recruitment; preparation for and conduct of the workshop with councillors, CEO Recruitment; administrative support to the recruiter and selection panel.
- Continued review of emergency management arrangements.
- Information management, record-keeping, removing subscriptions.
- Review of 2025/26 budget arrangements for workforce planning. At this point in time, the Acting CEO has set full-time equivalents in line with the previous financial year. This will result in savings against the approved budget. Workforce Planning and council budget review will make a further assessment early in 2026.
- Recruitment activities.
- Forward planning; various matters related to strategic planning, council calendar and operations. With Manager of Works, develop responses to MRWA EOI, roads projects; responses to site management, refuse site.
- Land management matters related to CEACA.
- Procurement of laptops for use by councillors and administration. Strategically, laptops, as opposed to workstations, are more flexible as to location and support a strategy of remote working in the event of disaster.
- Various protracted matters related to delinquent debt including records, debt management, land management.



- Various matters related to operations, management of staff, financial processes, workplace health and safety, community relations, governance and the daily management of the business.

## **STATUTORY ENVIRONMENT**

Section 5.41 details the role of the (Acting) Chief Executive Officer:

### **5.41. Role of CEO**

- (1) The CEO, as the local government's chief executive officer, is responsible for managing the local government's administration and operations.
- (2) The CEO's executive role includes the following —
  - (a) causing council decisions to be implemented;
  - (b) managing the provision of services and facilities that the council has determined the local government is to provide in the district;
  - (c) determining procedures and systems for —
    - (i) implementing the local government's policies as determined by the council; and
    - (ii) otherwise managing the local government's administration and operations;
  - (d) being responsible for the employment, management, supervision, direction and dismissal of other employees  
  
(subject to section 5.37(2) in relation to senior employees);
  - (e) ensuring that records and documents of the local government are properly kept for the purposes of this Act and any other written law.
- (3) The CEO is the council's principal advisor and, as such, does the following —
  - (a) advises, and procures advice for, the council in relation to the local government's affairs and the performance of the local government's functions;
  - (b) ensures that the council has the information and advice it needs to make informed and timely decisions.
- (4) The CEO —
  - (a) liaises with the mayor or president on the local government's affairs and the performance of the local government's functions; and
  - (b) speaks on behalf of the local government if the mayor or president agrees.
- (5) The CEO performs any other function specified or delegated by the local government or imposed under this Act or another written law as a function to be performed by the CEO.

**POLICY IMPLICATIONS**

There is no policy directly relevant to this report.

**FINANCIAL IMPLICATIONS**

There is no direct financial implication to this report. The Acting CEO seeks to add value to Council Decisions and maximise community benefit of operations and project outcomes.

**RISK IMPLICATIONS**

There is no direct risk implication to this report.

**COMMUNITY AND STRATEGIC OBJECTIVES**

All areas of the Strategic Community Plan are relevant to this report. The Acting CEO is actively examining opportunities for progress against the Plan.

### 10.3.2. REVOCATION MOTION

Applicant:	Not Applicable
Location:	Whole of District
Date:	13 November 2025
Reporting Officer:	Ian McCabe, Acting Chief Executive Officer
Disclosure of Interest:	No interest to declare
File Number:	13.05.01M
Attachment Reference:	1. Written support of three elected members to revoke a motion. <b>2. Confidential Attachment: CEO Report May 2024</b>

### VOTING REQUIREMENT

Simple Majority

### OFFICER'S RECOMMENDATION

That Council:

1. Revoke the confirmation of minutes for the ordinary meeting dated 16 May 2024 (resolution 85/2024); and,
2. Request the Acting CEO to remove the *CEO Report 11.2* from the meeting papers of that meeting; and,
3. That the amended Minutes for the ordinary meeting of 16 May 2024 be confirmed as a true and correct record.

### BACKGROUND

In May 2024 Cr Stratford moved a motion with notice to accelerate the transfer of land within a police reserve. The then Chief Executive Officer prepared a report in response which makes certain statements that prime facie exceed the authority of the CEO. It is the advice of the Acting CEO that that report be removed from the minutes of the meeting.

### COMMENT

In May 2024, Cr Stratford submitted a motion to the then CEO that sought to further the transfer of land from WA Police (ultimately to CEACA). The wording of the motion and the debate is not of interest to this item.

The then Chief Executive Officer prepared a written response which was included in the minutes of the meeting (*11.2 Chief Executive Officer's Report To Cr Stratford's Motion With Notice*).

It is the advice of the Acting CEO that this report makes certain statements which go outside the advisory responsibility of the CEO in this format. Given that the meeting was closed for consultation and internal debate, this report adds no value to the minutes, and it is recommended that it be removed in its entirety. The remainder of the item and minutes would stand.

The Acting CEO has provided confidential advice to council. Three councillors (including the mover) have provided written support for a motion of revocation (of a motion) as per s.5.25 (1) (e) of the Local Government Act 1995 and Regulation 10 of the Local Government (Administration) Regulations 1996, to wit:

*(1a) Notice of a motion to revoke or change a decision referred to in subregulation (1) is to be signed by members of the council or committee numbering at least 1/3 of the number of offices (whether vacant or not) of members of the council or committee, inclusive of the mover.*

The support for revocation is attached to this item. The report in question is attached as a **confidential attachment**.

#### **STATUTORY ENVIRONMENT**

Local Government Act 1995

#### **POLICY IMPLICATIONS**

There is no directly relevant policy to this item.

#### **FINANCIAL IMPLICATIONS**

This item has no direct financial implications.

#### **RISK IMPLICATIONS**

This item has been prepared to reduce risk to council and the local government. Elected members have been provided with confidential advice by the Acting CEO in respect of this item.

#### **COMMUNITY AND STRATEGIC OBJECTIVES**

Goal 11: High standard of governance.

**From:** Cr. Christy Petchell  
**Sent:** Tuesday, 11 November 2025 4:59 PM  
**To:** Ian McCabe  
**Subject:** Re: In strict confidence - not for sharing: request to revoke minutes 16 May 2024

**Sensitivity:** Confidential

Good Afternoon, Ian,

I am in support of this happening.

Many thanks.

**From:** Cr. Christopher Loton  
**Sent:** Wednesday, 12 November 2025 12:40 PM  
**To:** Ian McCabe  
**Subject:** Re: In strict confidence - not for sharing: request to revoke minutes 16 May 2024

**Sensitivity:** Confidential

Hello Ian,

**ATTACHMENT**

I support the proposed motion for revocation.

Thanks and regards,

**Christopher Loton**

**Councillor || Shire of Wyalkatchem**

**From:** Cr. Tracy Dickson  
**Sent:** Tuesday, 11 November 2025 8:53 PM  
**To:** Ian McCabe  
**Subject:** RE: In strict confidence - not for sharing: request to revoke minutes 16 May 2024

**Sensitivity:** Confidential

I support this Ian.

Thanks for your diligence with this matter.

Tracy.

### 10.3.3. LEASE HANGER ONE (1)

Applicant:	Not Applicable
Location:	Whole of District
Date:	13 November 2025
Reporting Officer:	Ian McCabe, Acting Chief Executive Officer
Disclosure of Interest:	No interest to declare
File Number:	05.19.06C
Attachment Reference:	1. Valuation; 2. Draft lease; 3. Public Notice.

### VOTING REQUIREMENT

Absolute Majority

### OFFICER'S RECOMMENDATION

That Council:

1. Approve the draft lease as attached to this item, between the Shire of Wyalkatchem and Mr Bruce Eckersley, for the disposition of hangar one (1) at the Wyalkatchem aerodrome, for a period of five years, commencing 2 January 2026; and,
2. That the conditions of the lease as set out in its terms and in schedules will determine its operative delivery, being annual rent of \$2,800 GST exclusive; annual rent review and inspection; rent payable in advance; required public liability insurance; and,
3. Note that no public submissions were received on this matter; and,
4. Authorises one quarterly period of rent, being \$700 excluding GST, to be written off, in recognition of the lessee's right to quiet enjoyment being compromised in August 2024 and various maintenance matters borne by the lessee; and,
5. Authorise the President and Acting CEO to execute the lease and affix the Common Seal.

### BACKGROUND

Mr Eckersley has occupied hangar one (1) since October 2020. A lease held by him expired 1 October 2025 and he expressed a desire to renew. An extension was granted to 1 January 2026. The Acting CEO has managed the process to this point.

### COMMENT

Mr Eckersley has held a lease on hangar one (1), located at the Wyalkatchem aerodrome, since October 2020. The conditions of the prior lease required any further term to 'be agreed in writing at least six months prior to expiry.' As the lease was expiring 1 October 2025, this would have required written agreement by 1 April 2025. Agreement would entail council approval and given requirements to ascertain value, public notice and other administrative matters, the process would need to have commenced at the start of 2025.

The possibility of renewal came to the attention of the Acting CEO 12 August 2025 and with in-principle agreement to renew, an item was presented to Council at the August ordinary meeting. This approved an extension to the lease until 1 January 2026 to allow

for required processes to be completed. In the interim, a property valuation was prepared, a draft contract negotiated and public notice issued.

A valuation of \$2,500 per annum (**excluding GST**) prepared for the previous lease was transposed incorrectly to the executed lease and consideration was collected at \$2,500 per annum **including GST**. In addition, rent reviews and inspections were not applied. The timing of payments was collection in arrears, which potentially means a lessee who vacates may not pay for time already occupied. Additionally, the local government has not had maintenance plans for the assets at the aerodrome, a situation currently being remedied.

These factors are corrected in the proposed lease with a recent valuation of \$2,800 per annum (GST exclusive), or \$3,080 per annum GST inclusive, fully reflecting market value. In addition, rent review and property inspection are timed for 31 March each year to allow for input to the budget (and when necessary, commence renewal discussions). Finally, payment in advance means the risk of non-payment is reduced.

It is recommended that some financial relief be provided to the lessee. In this instance, the quiet enjoyment provision was compromised by shire officers in August 2024. In addition, Mr Eckersley has cleaned the interior of the hangar and repaired some roofing panels. For these reasons, the advice is to provide some compensation, which, in altering the timing of payments, means no change to the shire's cash flow but does provide a notional benefit to the lessee.

Mr Eckersley is a good tenant and has demonstrated his willingness to work with the shire to maintain and improve the value of the asset. All lease payments are made as agreed; his interest in flying, his membership of the flying community and the projects he is completing could add value to the aerodrome in the future; consequently, this renewal is supported.

## **STATUTORY ENVIRONMENT**

Local Government Act 1995

## **POLICY IMPLICATIONS**

There is no directly relevant policy to this item.

## **FINANCIAL IMPLICATIONS**

This item generates revenue of \$13,300 over the course of its term (this may increase, subject to annual rent reviews).

## **RISK IMPLICATIONS**

This item has been prepared to reduce risk to council and the local government. Besides management of the relationship, this lease will assist in managing the asset and contribute to the strategic planning of the aerodrome.

## **COMMUNITY AND STRATEGIC OBJECTIVES**

Goal 11: High standard of governance.



URBAN & RURAL  
VALUATIONS

6<sup>th</sup> October 2025

Ian McCabe  
Acting Chief Executive Officer  
Shire of Wyalkatchem  
PO Box 224  
Wyalkatchem WA 6485

Dear Ian

**RE: FAIR MARKET RENTAL – HANGAR SHED SITES 1, 2 & 3  
WYALKATCHEM AIRPORT, WYALKATCHEM WA 6485**

In accordance with agreed instructions please find attached a copy of our Fair Market Rental Valuation Report of Hangar Shed Sites 1, 2 & 3 Wyalkatchem Airport, Wyalkatchem for negotiation purposes.

Thank you for providing Urban & Rural Valuations with the opportunity to provide you with professional, independent property advice. We would appreciate the opportunity to be of service to you again. Please do not hesitate to contact us for further information or advice.

Kind regards,

**ATTACHMENT**

---

Ron Sawyer  
Certified Practicing Valuer (No. 64838)  
W.A. Licensed Valuer (No: 41648)  
B.Bus (Agriculture)

---

Mobile: 0447 423 841  
Email: ron@rvwa.com.au  
PO Box 601 Mount Hawthorn WA 6016





**URBAN & RURAL**  
VALUATIONS



## Valuation Report

**Fair Market Rental**

**Hangar Shed Sites 1, 2 & 3 Wyalkatchem Airport**

**WYALKATCHEM WA 6521**

**as at 23<sup>th</sup> September 2025**

**Prepared for:**

**Ian McCabe**

**Acting Chief Executive Officer**

**Shire of Wyalkatchem**

**PO Box 224**

**Wyalkatchem WA 6485**

---

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# ATTACHMENT

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Rural Valuations W.A. Pty Ltd (ACN 610 385 521) ATFT Sawyer Trading Trust (ABN 72 297 343 934) TA Urban & Rural Valuations.  
Liability limited by a scheme approved under Professional Standards Legislation.

## Executive Summary

<i>Instructing Parties</i>	Ian McCabe Acting Chief Executive Officer Shire of Wyalkatchem.
<i>Purpose of Valuation</i>	To complete a lease valuation of three (3) aircraft hangar sheds for re-lease purposes.
<i>Valuation Standards</i>	This valuation is made in accordance with the valuation standards of the Australian Property Institute and the Commissioner for Consumer Protection (W.A.).
<i>Property Address(s)</i>	Tammin-Wyalkatchem Road, Wyalkatchem.
<i>Land Description</i>	Portions of Lot 500 on Deposited Plan 68673.
<i>Parent Certificate of Title</i>	Volume 2883 Folio 379
<i>Primary Interest Holder</i>	Shire of Wyalkatchem of PO Box 224 Wyalkatchem (TF N175303) Registered 16/11/2015
<i>Encumbrances</i>	Nil encumbrances registered on Certificate of Title Volume 2883 Folio 379
<i>Hangar Lease</i>	Hangar Shed 1: \$2,500-00 per annum inclusive GST.
<i>Sales within last 3 years</i>	Not applicable.
<i>Current Contract of Sale</i>	Not applicable.
<i>Zoning</i>	Zoned Public Purposes – Public Utility under the Shire of Wyalkatchem Local Planning Scheme No.4 (District Scheme).
<i>Property Description</i>	The subject parent property totals some 12,280.3 hectares (316.9947 acres).
<i>Improvements</i>	Terminal Building, Patient Transit Building and 3 Hangar Sheds.
<i>Date of Inspection</i>	23 <sup>rd</sup> September 2025
<i>Date of Valuation</i>	23 <sup>rd</sup> September 2025
<i>Valuation (As Is)</i>	<b>Market Rental Value</b> <ul style="list-style-type: none"> <li>Hangar Shed Site 1: Market Rent per annum of \$2,800 (exclusive GST).</li> <li>Hangar Shed Site 2: Market Rent per annum of \$2,800 (exclusive GST).</li> <li>Hangar Shed Site 3: Market Rent per annum of \$2,550 (exclusive GST).</li> </ul>
<i>Interest Valued</i>	An estate in fee simple subject to encumbrances (if any) registered on the Title at the date of search which affect the use or value of the land and subject to current leases (if any) remaining in place (fee simple in reversion).
<i>Key Assumptions</i>	The instructions and subsequent information supplied contain a full disclosure of all information that is relevant.

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I hereby certify that I personally inspected the subject hangar shed sites at **Wyalkatchem Airport on the 23<sup>rd</sup> September 2025** and have carried out the assessment above as at that date. I confirm that I do not have any interest, being direct, indirect or financial in relation to this property.

**Ron Sawyer**

Certified Practicing Valuer (No. 64838)

W.A. Licensed Valuer (No. 41648)

B.Bus (Agriculture)

**6<sup>th</sup> October 2025**

<b>Important</b>	<i>This Executive Summary must be read in conjunction with the remainder of this report. The Executive Summary is only a synopsis designed to provide a brief overview and must not be acted upon in isolation to the contents of the valuation report.</i>
<b>Third Party Disclaimer</b>	<i>This report has been prepared for the private and confidential use of Image Resources, for the specified purpose. It should not be reproduced in whole or part without the express written authority Urban &amp; Rural Valuations or relied upon by any other party for any purpose and the valuer shall not have any liability to any party who does so. <b>Our warning is registered here, that any party, other than those specifically named in this paragraph should obtain their own valuation before acting in any way in respect of the subject property.</b></i>
<b>Digital Copies of Report</b>	<i>Where a report has been provided in digital copy and has not been received directly via our firm, the report contents, especially the valuations and critical assumptions, should be verified by contacting the issuing office to ensure the contents are bona fide. In particular if the reader of this report has suspicions that the report appears to be tampered or altered then we recommend the reader contact the issuing office.</i>
<b>Reliance on Whole Report</b>	<i>This valuation should be read in its entirety, inclusive of any summary and annexures. The valuer does not accept any responsibility where part of this report has been relied upon without reference to the full context of the valuation report.</i>

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# VALUATION REPORT

## Instructions

Ian McCabe Acting Chief Executive Officer Shire of Wyalkatchem has instructed Urban & Rural Valuations to complete a lease valuation of three (3) aircraft hangar sheds for re-lease purposes.

## Valuation Standards

This valuation is made in accordance with the valuation standards of the Australian Property Institute and the Commissioner for Consumer Protection (WA).

## Property Address(s)

Tammin-Wyalkatchem Road, Wyalkatchem.

## Legal Description

The subject lease properties are legally described as each being a portion of Lot 500 on Plan 68673 41211 as contained within Certificate of Title Volume 2883 Folio 379.

A copy of the Certificate of Title is attached in Appendix 3. If legal advice as to the effect of encumbrances or any other matter contained therein is at variance with the facts or opinions set out in this report and may materially affect the value, we reserve the right to reconsider the valuation.

## Registered Proprietor

Shire of Wyalkatchem PO Box 22 Wyalkatchem (TFN: 75303) Registered 16/11/2015

## Encumbrances

Nil encumbrances registered on Certificate of Title Volume 2833 Folio 379.

## Hangar Lease

Hangar Shed 1 is due for renewal, lease details as follows.

- Site Hangar Shed 1.
- Rental: \$2,500.00 per annum inclusive GST.
- Rate per square metre \$13.89 inclusive GST ( \$12.63 exclusive GST).

## Date of Inspection

23<sup>rd</sup> September 2025

## Date of Valuation

23<sup>rd</sup> September 2025

## Site Area

The subject property totals some 128.2808 hectares.

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Source: Landgate Map Viewer Plus.

## Topography

The subject parent property is generally flat.

## Identification

Cadastral Plan and physical inspection.

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## Zoning/Authority

Zoned Public Purposes – Public Utility under the Shire of Wyalkatchem Local Planning Scheme No.4 (District Scheme).

The subject property is situated within Special Control Area 2 (SCA2) – Wyalkatchem Airstrip.

### **6.3 SCA 2 Wyalkatchem Airstrip**

#### **6.3.1 Purpose**

*The purpose of Special Control Area 2 is to provide guidance for land use and development within the area shown on the Scheme Maps as SCA 2.*

#### **6.3.2 Objectives**

*The objectives for the SCA 2 are to:*

- a) identify land which may be affected by the Wyalkatchem Airstrip;*
- b) ensure that the use and development of land is compatible; and*
- c) minimise impacts on residential and other sensitive uses.*

#### **6.3.3 Application Requirements**

*Despite any other provision of the Scheme planning approval is required for all use and development including a single house.*

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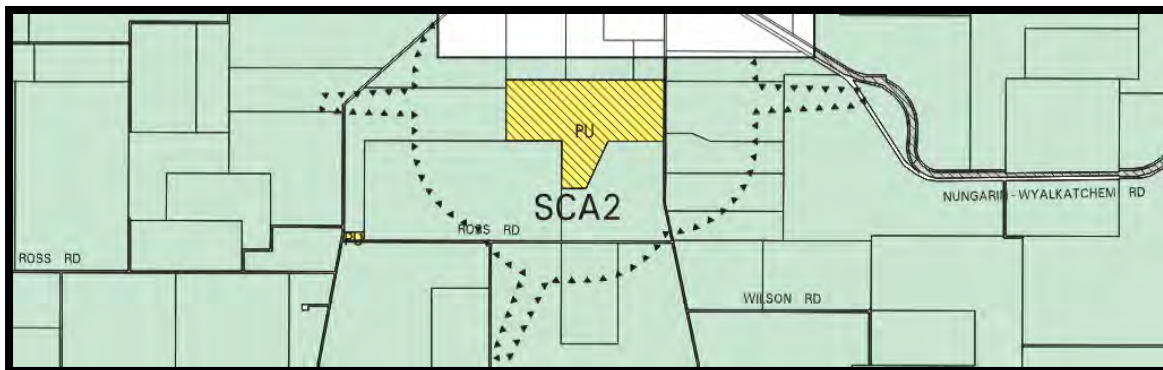
### 6.3.4 Development Requirements

*In addition to other provisions of the Scheme, all development shall be determined by the Council based on advice received from the environmental protection agency in addition to an impact assessment provided by a suitably qualified expert to the satisfaction of the Council.*

### 6.3.5 Referral of Applications

*All development shall be referred to the environmental protection agency for advice.*

*Source: Shire of Wyalkatchem scheme text.*



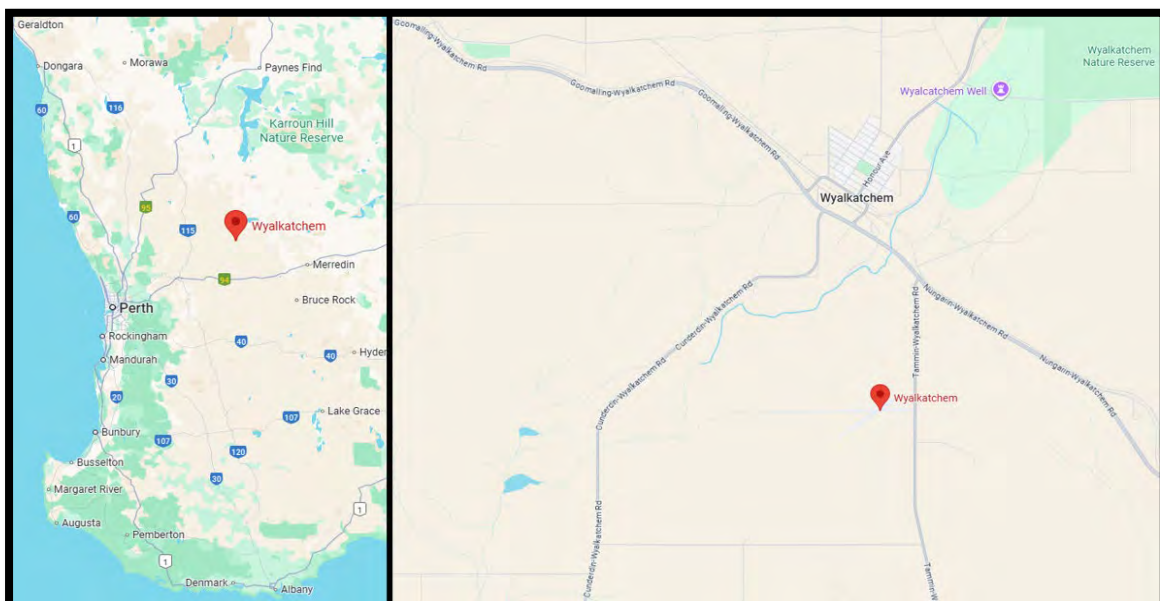
Source: W.A.P.C.

## Location

# ATTACHMENT

The subject property is situated in the locality of Wyalkatchem and being within the Shire of Wyalkatchem.

The subject property is situated some 2 linear kilometres south from the township of Wyalkatchem, with the regional township of Northam located some 108 kilometres in a south-westerly direction and Perth City some 197 kilometres also in a south-westerly direction.



Source: Google maps.

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## Services

Electricity and scheme water connected.

## Improvements

### **Terminal Building.**

Condition – Good.

### **Patient Transit Building.**

Condition – Sound

and the subject of this lease valuation

### **Hangar Shed 1 – Circa 180 sqm**

Comprising a circa 2010 built, fully enclosed steel framed and iron clad hangar shed.

Condition – Sound.

### **Hangar Shed 2 – Circa 180 sqm**

Comprising a circa 2010 built, fully enclosed steel framed and iron clad hangar shed.

Condition – Sound.

### **Hangar Shed 3 – Circa 182 sqm**

Comprising a circa 1999 built, fully enclosed steel framed and iron clad hangar shed.

Condition – Fair



Source: Landgate Map Viewer Plus.

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## Contamination

A visual inspection has not revealed any obvious pollution or contamination.

## Cultural and Heritage Issues

This valuation is on the assumption that the subject property is not affected or is not likely to be affected by the provisions of current Commonwealth and State Legislation dealing with Cultural and Heritage issues.

Should subsequent investigations show that the site has Cultural or Heritage issues then we reserve the right to reassess the current market value of the subject property.

## General Comments

The Wyalkatchem Airstrip was inspected on 23<sup>rd</sup> September 2025.

It is a regional aerodrome located in the Wheatbelt region of Western Australia. The airfield features two runways: both are asphalt-surfaced with one measuring some 1,500 meters (4,920 feet) in length, the other about 1240 meters (4,070 feet). The airfield serves as a hub for general aviation, agricultural operations, and community events.

The demand for aircraft hangars in small country towns across Western Australia has shown some increase, largely driven by the needs of aerial services supporting the agricultural sector. This trend has likely been influenced by a run of profitable and wetter seasons in the state's Wheatbelt, which has boosted the demand for aerial operations such as crop dusting, spraying, and monitoring. Conversely, a sequence of less profitable and dryer seasons could quickly diminish interest.

## Market Methodology

The most appropriate method of valuation for a property of this nature is direct market comparison whereby the subject property is compared with evidence of comparable properties and adjustments made for points of difference.

## Rental Evidence

For the three (3) subject lease hangar sheds, we have used lease evidence of small regional airstrips in the wheatbelt and south west region of Western Australia, allowing for any considerations for difference.

In forming our opinion of **Market Lease Value**, we have had regard to the following lease evidence.

---

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## AIRSTRIP

### 1. CUNDERDIN AIRFIELD: 82 Aerodrome Road CUNDERDIN

#### Brief Description

Cunderdin Airport (YCUN) is a public-use regional airfield. The airport features two asphalt runways: measuring 1,841 metres and 1,509 m metres, both suitable for light to medium aircraft operations.

Equipped with pilot-activated lighting, the facility primarily supports general aviation, including private flights, pilot training, and emergency services. It hosts the Gliding Club of WA.

#### Evidence

- Cunderdin Shire verbal advice:  
Hangar Site: \$5.00 per m<sup>2</sup> (hangar buildings ownership with lessee).

#### Comparison to Subject

A larger sized airfield inclusive of fuel and maintenance facilities that services a much larger community. Provides site evidence only, exclusive of hangar.



Source: Landgate etcetra.

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## 2. WAGIN AIRSTRIP: Giles Street WAGIN

### Brief Description

Wagin Airstrip (YWGN), located near the town of Wagin in Western Australia's Great Southern region, provides two runways: a sealed 1,150-metre strip and a 1,050-metre gravel strip.

The airstrip is a fully fenced aviation facility featuring pilot-activated lighting for after-hours operations. While it does not host scheduled commercial flights, it supports critical medical services through a patient transfer building for the Royal Flying Doctor Service. The airfield has also become a recreational hub for model aircraft enthusiasts, reflecting its diverse community and aviation uses.

### Evidence

- Site 4. \$9,218/ann + cpi Site area + hangar 18\*20 = 360sqm \$25.61/sqm. (Wagin Aero Services; site subject of tendering process seeking new lessee)
- Site 6. \$543/ann + cpi Site area 18\*15 = 270sqm \$ 2.01/sqm.
- Site 7. \$543/ann + cpi Site area 18\*15 = 270sqm \$ 2.01/sqm.
- Site 8. \$543/ann + cpi Site area 18\*15 = 270sqm \$ 2.01/sqm.
- Site 9. \$543/ann + cpi Site area 18\*15 = 270sqm \$ 2.01/sqm

### Comparison to Subject

A somewhat similar size airfield, that services a larger community. Site 4 is inclusive of hangar providing professional services, considered to reflect a much higher rental rate than subject hangar sheds.



Source: Landgate etcetra.

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### 3. NORTHAM AIRFIELD: 105 Withers Street NORTHAM

#### Brief Description

Northam Airfield (YNTM), located about 3.5 km northeast of Northam in Western Australia, it features a single sealed runway approximately 950 m long and 30 m wide, with edge lighting and taxiways.

The airfield supports private aviation, flight training, emergency services, and recreational flying. AVGAS is available 24/7 via a credit-card bowser, with hangar space, parking, and maintenance services on-site. It hosts the Northam Aero Club and is frequently used by the Royal Flying Doctor Service, fire, and emergency aircraft.

#### Evidence

- Northam Shire website published details (prices set circa 2020 by valuation).  
Commercial Hangar Site: \$6.00 per m<sup>2</sup> (hangar building with lessee).  
Private Hangar Site: \$5.50 per m<sup>2</sup> (hangar building with lessee).  
Plus, lease establishment fees & solicitor costs.

Reassigned Lease February 2023 - Site 41: 457.2sqm \* \$5.50/sqm (\$2,515/ann)  
(Hangar building transferred with lessee ownership).

Reassigned Lease January 2023 - Site 17: 216sqm \* \$5.50/sqm (\$1,188/ann)  
(Hangar building transferred with lessee ownership).

#### Comparison to Subject

A larger sized airfield inclusive of fuel and maintenance facilities that services a much larger community. Provides site evidence only.



Source: Landgate & Street View.

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#### 4. KATANNING AIRFIELD: Katanning-Nyabing Rd EWLYAMARTUP

##### Brief Description

Katanning Airport (YKNG) is a small local airport situated approximately 10 Kilometres east from the town of Katanning.

Operated by the Shire of Katanning, the airport serves as a hub for general aviation activities and provides essential air services for the local community. No fuel services are available on-site.

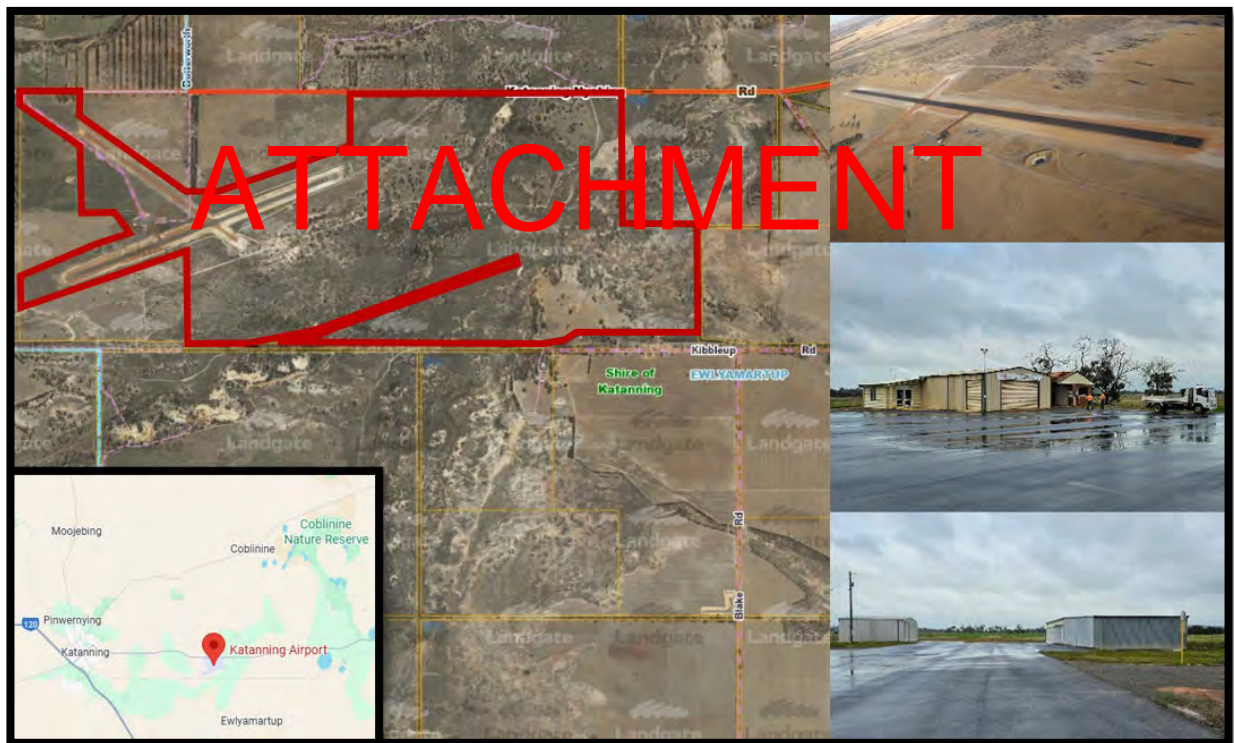
##### Evidence

Katanning Shire verbal advice:

- Shed 1. \$250/annum      Site area + hangar shed = 120sqm    \$2.08/sqm.  
(hangar owned by Shire)
- Shed 2. Vacant      Site area + hangar shed = 115sqm    \$0.00/sqm.  
(hangar owned by Shire)
- Shed 3. Vacant      Site area + hangar shed = 115sqm    \$0.00/sqm.  
(hangar owned by Shire)

##### Comparison to Subject

A smaller sized airfield. Limited demand. Overall, we consider a much higher rental rate per square metre would apply to the subject hangar sheds.



Source: Landgate & Street View.

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## 5. WONGAN HILLS AIRFIELD: 24 Airport Rd WONGAN HILLS

### Brief Description

Wongan Hills Airport (YWOH) is a regional airfield located approximately 4 km north of Wongan Hills, Western Australia. The airport features a sealed runway measuring 1,288 meters in length and 30 meters in width, along with two unsealed runways, each approximately 740 meters long.

The airport serves as a hub for general aviation, flight training, and emergency services, including the Royal Flying Doctor Service. It is also a designated observing site for stargazing and astronomical events.

In 2022, the Shire of Wongan-Ballidu completed a significant upgrade to the airport, funded by the Australian Government's Regional Airports Program.

### Evidence

- Shed 1. \$1,789/ann + cpi Site area + hangar = 128sqm \$13.98/sqm.  
Power & water connected, hangar owned by Shire.
- Shed 2. \$912/ann + cpi Site area 115sqm \$7.93/sqm.  
Power & water available, hangar owned by lessee (Dunn Aviation).
- Shed 3. \$655/ann + cpi Site area 115sqm \$5.70/sqm.  
Power & water available, hangar owned by lessee.

### Comparison to Subject

A smaller sized airfield. Hangar shed 1 is most useful comparable, whilst smaller, we consider rental rate per square metre is broadly comparable to the subject hangar sheds.



Source: Landgate & Street View.

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## Valuation Rationale

Available evidence is generally for hangar sites only.

- The Wagin Shed Site 4 property, which includes a Shire-owned hangar shed, is considered a useful comparable. However, it is regarded as superior due to its larger shed, established business occupancy, and Wagin's larger population base, as well as its proximity to the Great Southern agricultural region of Western Australia.
- The Wongan Hills Shed Site 1 property, which includes a Shire-owned hangar shed, is considered the most useful comparable. While the hangar shed is smaller than the subject sheds, the rate per square metre is considered broadly comparable.

After consideration of the aforementioned rental evidence, general empirical market indicators, together with the property's airport location, we consider the fair market rental to be as follows:

- Hangars 1 & 2: range of \$14.00 to \$17.00 per sqm with a midpoint rate of \$15.50 per sqm.
- Hangar 3: range of \$12.50 to \$15.50 per sqm with a midpoint rate of \$14.00 per sqm.

as detailed subsequent.

HANGAR SITES 1 & 2			
	\$14.00 per sqm	\$15.50 per sqm	\$17.00 per sqm
180 sqm	\$ 2,520	\$ 2,790	\$ 3,060
<b>Rounded</b>	<b>\$ 2,500</b>	<b>\$ 2,800</b>	<b>\$ 3,100</b>

HANGAR SITE 3			
	\$12.50 per sqm	\$14.00 per sqm	\$15.50 per sqm
182 sqm	\$2,275	\$2,548	\$2,821
<b>Rounded</b>	<b>\$2,300</b>	<b>\$2,550</b>	<b>\$2,800</b>

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## Market Valuation

Accordingly, of the subject hangar sites as at **23<sup>rd</sup> September 2025**, are considered to have a **Market Rental Value (exclusive of GST)** as follows.

- Hangar Shed Site 1: Market Rent per annum of \$2,800 (exclusive GST).
  - with negotiation range of \$2,500 to \$3,100 per annum (exclusive GST).
- Hangar Shed Site 2: Market Rent per annum of \$2,800 (exclusive GST).
  - with negotiation range of \$2,500 to \$3,100 per annum (exclusive GST).
- Hangar Shed Site 3: Market Rent per annum \$2,550 (exclusive GST).
  - with negotiation range of \$2,300 to \$2,800 per annum (exclusive GST).



**Ron Sawyer**

Certified Practicing Valuer (No. 64838)

W.A. Licensed Valuer (No. 41648)

B.Bus (Agriculture)

**6<sup>th</sup> October 2025**

**Important**

*This valuation is subject to the definitions, qualifications and disclaimers and other comments contained within this report.*

# ATTACHMENT

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## Appendices

### 1. Assumptions, Conditions and Limitations

#### Condition/Structural Disclaimer

*This report is not a condition or structural survey, and no advice is given in any way relating to condition or structural matters. Any opinion given as to the condition of the structure or improvements on the property is not given in the capacity as an expert. A condition or structural report on the building and/or its plant and equipment has not been sighted, and nor have we inspected unexposed or inaccessible portions of the premises. Therefore, we cannot comment on the structural integrity, any defects, rot, or infestation (or damage from pest infestation) of the improvements, any use of asbestos or other materials now considered hazardous or areas of non-compliance with the Building Code of Australia, other than matters which are obvious and which are noted within this report. This valuation assumes the building is structurally sound; that building services are adequate and appropriately maintained; the building complies with applicable Council, building, fire, health and/or safety regulations, laws, rules, licences, permits, rulings and and/or bylaws; and is free of asbestos or other defects, unless specified otherwise. Should an expert's report establish that there are any defects of this kind then we reserve the right to review this valuation.*

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#### Environmental Disclaimer

*This report is not an environmental audit, and no advice is given in any way relating to environmental matters. Any comment given as to environmental factors in relation to the property are not given in the capacity as an expert. This assessment of value (unless specified otherwise) is made on the basis that the property is free of contamination or environmental issues affecting the property not made known to the valuer. In the event the property is found to contain contamination the matter should be referred to this office for comment. Given contamination is likely to have a significant impact on the Market Value of the property, we reserve the right to review and if necessary, vary our valuation if any contamination or other environmental hazard is found to exist.*

#### Full Disclosure Disclaimer

*Whilst we have attempted to confirm the veracity of information supplied, the scope of work did not extend to verification of all information supplied or due diligence. Our valuation and report has been prepared on the assumption the instructions and information supplied has been provided in good faith, is not in any way misleading or deceptive, contains a full disclosure of all information that is relevant, and that there are no undisclosed agreements in place that affect the property. The valuer and valuation firm does not accept any responsibility or liability whatsoever in the event the valuer has been provided with insufficient, false, or misleading information.*

#### Future Value

*Any comments are made in relation to future values are based on general knowledge and information currently available. These comments should not be construed as a prediction of future value levels or a warranty of future performance as the property market is susceptible to potential rapid and unexpected change caused by multiple factors. Ultimately current expectations as to trends in property values may not prove to be accurate.*

*Due to possible changes in the property market, economic conditions, occupancy status and property specific factors, we recommend the value of the property be reassessed at regular intervals.*

#### Mortgage/Finance Purposes

*This format does not meet Practice Standards for valuations for mortgage/finance purposes and is specifically not suitable for this purpose. No valuation report provided by Urban & Rural Valuations can be used in any form whatsoever for the purpose of obtaining finance or for mortgage security purposes.*

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<b>Geotechnical Assumption</b>	<i>We have not sighted a geotechnical engineers' survey of the property. We are not experts in the field of civil or geotechnical engineering and we are therefore unable to comment as to the geotechnical integrity of the ground and soil conditions. It is specifically assumed that there are no adverse geotechnical conditions that compromise the utility of the property for the current or highest and best use. In the event there is found to be adverse ground conditions we recommend the matter be referred to this Company for comment.</i>
<b>Heritage Disclaimer</b>	<i>Our valuation has been assessed having regard to the nature of any buildings on the property and any known heritage listings. However, we have not obtained formal confirmation of heritage listings beyond what is available in the public domain and identified in this report. Our valuation assumes, unless otherwise specified, that any heritage issues (including Aboriginal) do not impact on the continued and/or highest and best use of the property. If there is doubt in relation to such issues, we recommend written application be made to the relevant authorities.</i>
<b>Inconsistencies in Assumptions</b>	<i>If there is found to be any variance, inconsistency, or contradiction in any of the above assumptions then there may be a variation in the valuation assessed.</i>
<b>Information Availability (Market Evidence)</b>	<i>In preparing this valuation we have undertaken those investigations reasonably expected of a professional valuer having regard to normal industry practice so as to obtain the most relevant, available, comparable market evidence. Whilst we believe the market evidence information and any other information provided to be accurate, not all details can and have been formally verified. Due to privacy laws, confidentiality agreements and other circumstances beyond our control, the valuer may not have had access to: personal details of parties involved in transactions (including the relationship of the parties); information on recent transactions that are yet to become public knowledge; and copies of leases or contracts to confirm rents or prices and to ascertain whether or not rents or prices are inclusive or exclusive of GST.</i>
<b>Land and Building Area Disclaimer</b>	<i>If the actual surveyed areas of the property are different to the areas stated in this valuation the survey should be referred to the valuer for comment or an valuation implications. We reserve the right to amend our valuation in the event of a formal survey if areas differs from those detailed in this report.</i>
<b>Market Change Disclaimer</b>	<i>This valuation is current as at the date of valuation only. The value assessed herein may change significantly and unexpectedly over a relatively short period (including as a result of general market movements or factors specific to the particular property). We do not accept liability for losses arising from such subsequent changes in value. Without limiting the generality of the above comment, we do not assume any responsibility or accept any liability where this valuation is relied upon after the expiration of 3 months from the date of the valuation, or such earlier date if you become aware of any factors that have any effect on the valuation.</i>
<b>Market Value</b>	<i>Market value is "the estimated amount for which an asset or liability should exchange on the date of valuation between a willing buyer and a willing seller in an arm's length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently, and without compulsion".</i>
<b>Native Title Assumption</b>	<i>We are not experts in native title, or the property rights derived there from and have not been supplied with appropriate expert advice or reports. Therefore, this valuation is made assuming there are no actual or potential native title interests affecting the value or marketability of the property.</i>
<b>Planning Disclaimer</b>	<i>Town planning and zoning information was informally obtained from the relevant local and State Government authorities and is assumed to be correct. This information does not constitute a formal zoning certificate. Should the addressee require formal confirmation of planning issues then we recommend written application be made to the relevant authorities to obtain appropriate current zoning certificates.</i>

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<b>Professional Standards</b>	<i>Our valuation has been assessed in accordance with applicable International Valuation Applications and Technical Information Papers of the International Valuation Standards Committee and the Australian Property Institute Practice Standards and Guidance Notes.</i>
<b>Publication of Report</b>	<i>The publication of the valuation or report in whole or any part, or any reference thereto, or the names and professional affiliations of the valuers is prohibited without the prior written approval of the valuer as to the form and context in which it is to appear.</i>
<b>Reliance on Whole Report</b>	<i>This valuation should be read in its entirety, inclusive of any summary and annexures. The valuer and valuation firm does not accept any responsibility where part of this report has been relied upon without reference to the full context of the valuation report.</i>
<b>Scope of Work Undertaken</b>	<p><i>The scope of work undertaken by the valuer in completing the valuation has included:</i></p> <ul style="list-style-type: none"> <li><i>• Collation of information from relevant parties regarding the subject property.</i></li> <li><i>• Undertaking our own research regarding the subject property.</i></li> <li><i>• An inspection of the property and measurement of buildings where required.</i></li> <li><i>• Undertaking market research in terms of values and/or costs of similar properties.</i></li> <li><i>• Preparation of valuation calculations; and</i></li> <li><i>• Preparation of this report.</i></li> </ul>
<b>Site Survey Disclaimer</b>	<p><i>This report is not a site survey, and no advice is given in any way relating to survey matters. Any comments given in relation to the property are not given in the capacity as an expert, however, are based on our inspection of the property and review of the Certificate of Title plans. Should the addressee require absolute certainty in relation to site area, dimension, or possible encroachments we recommend that a surveyor be engaged to provide appropriate advice and a survey of the property if considered necessary. In the event there are any fundamental inconsistencies between a site survey undertaken and site detail adopted in this valuation, the survey should be referred to the valuer for comment on any valuation implications (including amendment of our valuation if considered necessary).</i></p>
<b>Third Party Disclaimer</b>	<i><b>This report has been prepared for the private and confidential use of Image Resources, for the specified purposes.</b> It should not be reproduced in whole or part; or any reference thereto; or to the valuation figures contained herein without the express written authority of Urban &amp; Rural Valuations or relied upon by any other party for any purpose and the valuer shall not have any liability to any party who does so. <b>Our warning is registered here, that any party, other than those specifically named in this paragraph should obtain their own valuation before acting in any way in respect of the subject property.</b></i>
<b>Title Assumption</b>	<i>Our valuation assumes the property would be offered for sale subject to encumbrances noted on the Title but otherwise unencumbered by mortgages, caveats, or priority notices etc which would prevent transfer of the property.</i>
<b>Unregistered Instruments</b>	<i>If there are any encumbrances, encroachments, restrictions, leases, or covenants which are not noted in this report, they may affect the assessment of value. If any such matters are known or discovered, we should be advised and asked as to whether they affect our assessment of value.</i>

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## 2. Instruction Email

**From:** Ian McCabe <ceo@wyalkatchem.wa.gov.au>  
**Sent:** Wednesday, 3 September 2025 5:16 PM  
**To:** Ron Sawyer <ron@rvwa.com.au>  
**Cc:** Claire Trenorden <corporate@wyalkatchem.wa.gov.au>; Shire of Wyalkatchem Administration <general@wyalkatchem.wa.gov.au>  
**Subject:** Your quote - Wyalkatchem aerodrome

Good afternoon, Ron.

Thank you for your quote, which I accept

Please advise your preferred date(s) for inspection.

The purpose of the valuation is the setting of annual rent (lease).

Thank you again and I look forward to meeting you.

Kind regards

**Ian McCabe**  
**Acting Chief Executive Officer | Shire of Wyalkatchem**  
 Phone: (08) 9681 1166  
 Email: [ceo@wyalkatchem.wa.gov.au](mailto:ceo@wyalkatchem.wa.gov.au)



**Wyalkatchem**

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**From:** Ron Sawyer <ron@rvwa.com.au>  
**Sent:** Sunday, 31 August 2025 12:49 PM  
**To:** Ian McCabe <ceo@wyalkatchem.wa.gov.au>  
**Subject:** RE: New submission from Ron Sawyer

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Ian

Quote attached, for lease valuation with inspection.

Any queries, please call.

Thanks

**Ron Sawyer**  
**Urban & Rural Valuations**  
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 Certified Practising Valuer  
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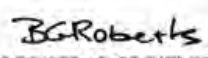


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## 3. Certificate of Title

 WESTERN AUSTRALIA	TITLE NUMBER Volume      Folio <b>2883      379</b>
<b>RECORD OF CERTIFICATE OF TITLE</b> UNDER THE TRANSFER OF LAND ACT 1893	
<p>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.</p>	
 REGISTRAR OF TITLES 	
<b>LAND DESCRIPTION:</b>  LOT 500 ON DEPOSITED PLAN 68673	
<b>REGISTERED PROPRIETOR:</b> (FIRST SCHEDULE)  SHIRE OF WYALKATCHEM OF PO BOX 224 WYALKATCHEM <div style="text-align: right;">(TF N175303 ) REGISTERED 16/11/2015</div>	
<b>LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:</b> (SECOND SCHEDULE)	
<p><small>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. Lot as described in the land description may be a lot or location.</small></p>	
<div style="font-size: 2em; color: red; opacity: 0.5; position: relative; height: 100px;">             ATTACHMENT           </div>	
<b>STATEMENTS:</b> <p><small>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.</small></p>	
SKETCH OF LAND: PREVIOUS TITLE: PROPERTY STREET ADDRESS: LOCAL GOVERNMENT AUTHORITY:	DP68673 1170-516, LR3139-816 NO STREET ADDRESS INFORMATION AVAILABLE. SHIRE OF WYALKATCHEM
<div style="display: flex; justify-content: space-between; align-items: center;"> <div>             LANDGATE COPY OF ORIGINAL NOT TO SCALE   30/09/2025 12:09 PM   Request number: 68824598           </div> <div style="text-align: right;">   <a href="http://www.landgate.wa.gov.au">www.landgate.wa.gov.au</a> </div> </div>	

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#### 4. Photographs



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11

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Shire of Wyalkatchem Lease Aerodrome Hanger One – BRUCE DONALD  
ECKERSLEY

Lease – portion of Lot 500 Wyalkatchem Aerodrome

Shire of Wyalkatchem

and

Bruce Donald Eckersley

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## **1. Details**

### **1.1. Parties**

Shire of Wyalkatchem of PO Box 224, WYALKATCHEM, Western Australia,  
6485

(Lessor)

Bruce Donald Eckersley of (addressed removed from attachment),  
Western Australia, 6110

(Lessee)

### **1.2. Background**

- A. The Lessor is the owner of the land described in Item 1 of the Schedule under the Title (the Land).
- B. The Lessor acknowledges the long-term occupancy of the Premises by the Lessee.
- C. The Lessee acknowledges the absolute rights of the Lessor as the Owner of the Land and the Premises.
- D. The lease of any portion of the Land for any term is subject to the approval of the Council of the Shire first being obtained.
- E. The Lessee has requested that the Lessor grant it a lease of that portion of the Land described in Item 1 of the Schedule (the Premises), and the Lessor has agreed subject to the Parties entering into this agreement.

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## **2. Agreed terms**

### **1. Grant of Lease**

Subject to the approval of the Council of the Shire, the Lessor leases to the Lessee the Premises for the Term subject to:

- (a) all Encumbrances;
- (b) the payment of the Amounts Payable; and
- (c) the performance of the Lessee's Obligations.

## **LESSEE'S RIGHTS & OBLIGATIONS**

### **2. Quiet Enjoyment**

Except as provided in the Lease, subject to the performance of the Lessee's Obligations the Lessee may quietly hold and enjoy the Premises during the Term without any interruption or disturbance from the Lessor or persons lawfully claiming through or under the Lessor.

### **3. Rent and Other Payments**

The Lessee AGREES with the Lessor:

#### **(a) Rent**

To pay to the Lessor the Rent in the manner set out at Item 5 of the Schedule from the Commencement Date clear of any deductions whatsoever.

#### **(b) Outgoings**

- (i) To pay to the Lessor or to such person as the Lessor may from time to time direct upon demand and punctually all the following outgoings or charges (if applicable), assessed or incurred in respect of the Premises:

#### **(c) Excess water charges;**

#### **(d) Electricity and power consumption charges;**

#### **(e) Meter installation;**

#### **(f) Maintenance costs;**

#### **(g) Land taxes; and**

#### **(h) Any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Premises.**

- (ii) If the Premises are not separately charged or assessed the Lessee will pay to the Lessor a proportionate part of any charges or assessments referred to in clause 3(b)(i) being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

(i) Interest

Without affecting the rights, power and remedies of the Lessor under this Lease, to pay to the Lessor interest on demand on any Amounts Payable which are unpaid for 35 days computed from the due date for payment until payment is made and any interest payable under this paragraph will be charged at the Interest Rate.

(j) Costs

(i) To pay to the Lessor on demand:

- a. all statutory duties or taxes payable on or in connection with this Lease;
- b. all registration fees in connection with this Lease;
- c. all legal costs of and incidental to the instructions for the preparation, execution and stamping of this Lease and all copies; and all costs associated with preparing a surveyed plan of the Land and Premises for the purposes of this Lease.

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

- a. the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;
- b. any breach of an obligation or agreement by the Lessee or an Authorised Person;
- c. the preparation and service of a notice under Section 81 of the Property Law Act 1969 requiring the Lessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a Court;
- d. any work done at the Lessee's request; and
- e. any action or proceedings arising out of or incidental to any matters referred to in this clause 3(d) or any matter arising out of this Lease.

#### 4. Rent Review

1. The Rent will be reviewed on and from each Rent Review Date as stipulated in Item 8 of the Schedule to determine the Rent to be paid by the Lessee until the next Rent Review Date.

2. At each Rent Review Date the Rent payable during the immediately preceding period will be reviewed in the manner specified in Item 8 of the Schedule.
3. The reviewed Rent payable from a Rent Review Date upon which the reviewed Rent is based on the increase in the Consumer Price Index (All Groups for Perth) compiled by the Australian Bureau of Statistics ("the Index"), will be the amount of Rent payable during the immediately preceding period increased by a percentage equal to the percentage increase in the Index having regard to the quarterly Index published immediately prior to the Commencement Date (in the case of the first Rent Review Date) or the immediately preceding Rent Review Date (in the case of a subsequent Rent Review Date) as the case may be and the quarterly Index published immediately prior to the relevant Rent Review Date. If the Index is discontinued or suspended at any time or its method of computation is substantially altered the Lessor shall nominate the substitution of another appropriate Index.
4. The Lessor may institute a rent review notwithstanding the Rent Review Date has passed and the Lessor did not institute a rent review on or prior to that Rent Review Date, and in which case the Rent agreed or determined shall date back to and be payable from the Rent Review Date for which such review is made.

#### **5. Accrual of Amounts Payable**

Amounts Payable accrue on a daily basis.

#### **6. Payment of Money**

Any Amounts Payable to the Lessor under this Lease must be paid to the Lessor at the address of the Lessor referred to in the Lease or as otherwise directed by the Lessor by Notice from time to time.

#### **7. Insurance**

##### **7.1. Insurance required**

The Lessee must effect and maintain with insurers approved by the Lessor (noting the Lessor's and the Lessee's respective rights and interest in the Premises) for the time being:

- a. adequate public liability insurance for a sum not less than the sum set out at Item 7 of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require; and
- b. where the Lessor so requires, insurance to cover the Lessee's fixtures, fittings, equipment and stock against loss or damage by fire, fusion, smoke, lightning, flood, storm, tempest, earthquake, sprinkler leakage, water damage and other usual risks against which a lessee can and does ordinarily insure in their full replacement value, and loss from theft or burglary.

### **7.2. Details and Receipts**

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

- a. on demand supply to the Lessor details of the insurances and give to the Lessor copies of the certificates of currency in relation to those insurances;
- b. promptly pay all premiums and any excess that may become payable and produce to the Lessor each policy or certificate of currency and each receipt for premiums or certificate of currency issued by the insurers; and
- c. notify the Lessor immediately:
  - i. when an event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or
  - ii. when a policy of insurance is cancelled.

### **7.3. Not to Invalidate**

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

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

### **7.4. Reports**

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

- a. any damage to the Premises of which they are or might be aware; and
- b. any circumstances of which they are aware and which are likely to be a danger or cause any damage or danger to the Premises or to any person who is lawfully using or may lawfully use the Premises.

### **7.5. Expenditure of insurance monies**

The Lessee must:

- a. immediately expend all money recovered in respect of any insurance under clause 7.1 in satisfaction of the payment of damages or the reinstatement or replacement of the items for which the money is received to the extent that such money is sufficient for that purpose; and



- b. on demand makes up from the Lessee's own money any insufficiency of monies for that purpose.

#### **7.6. Lessee's equipment and possessions**

The Lessee ACKNOWLEDGES it is responsible to obtain all relevant insurances to cover any damage and/or theft to its property. The Lessor does not take any responsibility for the loss or damage of the Lessee's property.

### **8. Indemnity**

#### **8.1. Indemnity**

The Lessee indemnifies the Lessor and the Council against any liability or loss arising from and any costs, charges and expenses incurred in connection with:

- a. any damage to the Premises, or any loss of or damage to anything on it; and
- b. any injury to any person on the Premises, and for which the Lessor or the Council becomes liable, except to the extent that the same results from the negligence of the Lessor or the Council.

#### **8.2. Indemnity Unaffected by Insurance**

1. The Lessee's obligation to indemnify the Lessor under this Lease or at law is not affected by any insurance maintained by the Lessor in respect of the Premises and the indemnity under clause 8.1 is paramount.
2. If insurance money is received by the Lessor for any of the obligations set out in this clause then the Lessee's obligations under clause 8.1 will be reduced by the extent of such payment.

### **9. Use**

#### **9.1. Restrictions on Use**

- a. Generally

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

- (i) use the Premises or any part of it for any purpose other than for the purposes for which the Premises are held by the Lessee, as set out at Item 6 of the Schedule; or
- (ii) (use the Premises for any purpose which is not permitted under any local planning scheme, local laws, acts, statutes or any law relating to health.

- b. No offensive or illegal acts

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

- c. No nuisance

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

d. No dangerous substances

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

- (i) any such storage must comply with all relevant statutory provisions;
- (ii) all applications for the approval or renewal of any licence necessary for such storage must be first referred to the Lessor;
- (iii) the Lessor may within its absolute discretion refuse to allow the storage of any particular dangerous compound or substance on the Premises; and
- (iv) upon the request of the Lessor, the Lessee will provide a list of all dangerous compounds or substances stored on the Premises.

e. No harm or stress

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

f. No unauthorised signs

The Lessee must not and must not suffer or permit a person to display from or affix any signs, notices or advertisements on the Premises without the prior written consent of the Lessor, however the consent of the Lessor shall not be required for normal use of the public notice boards situated on the Premises.

g. No smoking

The Lessee must not suffer or permit a person to smoke in any building on the Premises.

h. Sale of Alcohol

The Lessee will not sell or supply liquor from the Premises or allow liquor to be sold or supplied from the Premises without the prior written consent of the Lessor and then only in accordance with the provisions of the Liquor Control Act 1988, Health (Food Hygiene) Regulations 1993, Liquor Licensing Regulations 1989 and any other relevant written laws that may be in force from time to time.

i. Removal of rubbish

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

j. No pollution

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

### **9.2. No Warranty**

The Lessor gives no warranty:

- a. as to the suitability of the Premises for the purpose set out in Item 6;  
or
- b. that the Lessor will issue any consents, approvals, authorities, permits or licences required by the Lessee under any statute for its use of the Premises.

### **9.3. Premises Subject to Restriction**

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

### **9.4. Indemnity for Costs**

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

## **10. Keys and access**

### **10.1. No additional copies without approval**

Unless otherwise approved by the Lessor in writing, the Lessee, where it has been provided with keys to the Premises by the Lessor, must not:

- a. have additional sets of keys copied or cut; or
- b. remove the keys from the tag issued by the Lessor.

### **10.2. Notify the Lessor of lost keys**

1. The Lessee must notify the Lessor of any loss of keys immediately; and
2. To ensure all keys conform with the Lessor's master keys, the Lessor will arrange for replacement keys to be issued to the Lessee at the Lessee's cost.

### **10.3. No change of locks without approval**

1. The Lessee must not change any locks on the Premises, without the prior approval of the Lessor.
2. If the locks are changed the Lessee must provide the Lessor with keys to access all areas of the Premises.

### **10.4. Cost of re-entry**

If the Lessor requires access to the Premises pursuant to its powers under this Lease, and is unable to access the Premises due to an unauthorised change in locks, the Lessor may take all such measures to enter the Premises and to re-secure the Premises, and the Lessee will bear all costs associated with such measures.

## **11. Maintenance, Repair and Cleaning**

### **11.1. Generally**

1. The Lessee AGREES during the Term and for so long as the Lessee remains in possession or occupation of the Premises to:
  - a. Keep the Premises (which for the avoidance of doubt includes the Lessor's fixtures and fittings if any) clean and in Good Repair having regard to the age and condition of the Premises at the Commencement Date PROVIDED THAT this subclause shall not impose on the Lessee any obligation:
    - i. to carry out repairs or replacement that are necessary as a result of fair and reasonable wear and tear, EXCEPT when such repair or replacement is necessary because of any action or omission of or on the part of the Lessee (or its servants, agents, contractors or invitees), or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee (or its servants, agents, contractors or invitees); and
    - ii. in respect of any structural maintenance, replacement or repair EXCEPT when such maintenance, repair or replacement is necessary because of any action or omission of or on the part of the Lessee (or its servants, agents, contractors or invitees), or by the Lessee's particular use or occupancy of the Premises;
2. In discharging the obligations imposed on the Lessee under this subclause, the Lessee shall where maintaining, replacing or repairing:
  - a. any electrical fittings and fixtures;
  - b. any plumbing; and
  - c. any other fixtures, in or on the Premises use only licensed trades persons, or such trades persons as may be approved by the Lessor and notified to the Lessee, which approval shall not be unreasonably withheld.

### **11.2. Maintain Surroundings**

The Lessee must regularly inspect and maintain in good condition any part of the Premises which surrounds any buildings.

### **11.3. Pest Control**

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

### **11.4. Responsibility for securing Premises**

1. Securing Premises

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

## 2. Installation of Security Systems

Subject to prior written approval from the Lessor, the Lessee may install a security system to the Premises, PROVIDED the Lessee:

- a. pays for all costs associated with the installation and ongoing monitoring of the security system; and
- b. provides the Lessor with access keys or alarm codes.

### 11.5. Comply with all reasonable conditions

The Lessee must comply with all reasonable conditions that may be imposed by the Lessor from time to time in relation to the Lessee's maintenance of the Premises.

### 11.6. Acknowledgement of State of Repair of Premises

The Lessee acknowledges that:

- a. it has inspected the structure of the Premises internally and externally prior to the execution of this Lease and enters into the Lease with full knowledge of the structural state and state of repair of the Premises; and
- b. the Lessor is not under any obligation to undertake repairs, including those of a structural or capital nature, to the Premises during the Term of the Lease.

### 11.7. Cleaning

The Lessee must:

- a. keep the Premises and its entrances and surrounds thoroughly clean and not allow any rubbish to accumulate on or about the Premises; and
- b. leave rubbish containers outside the Premises only in the areas and at the times and for the periods from time to time prescribed for that purpose by the Lessor.

## 12. Alterations

### 12.1. Restriction

The Lessee must not without prior written consent from the Lessor or any other person from whom consent is required under this Lease or required under statute in force from time to time, including but not limited to the planning approval of the Lessor under a local planning scheme of the Lessor:

- a. make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises; or

- b. subject to the performance of the Lessee's obligations in clause 11, remove any flora or fauna, alter or cut down any flora, or sell, remove or otherwise dispose of any flora, sand, gravel, timber or other materials from the Premises.

#### **12.2. Consent**

1. If the Lessor and any other person whose consent is required under this Lease or at law consents to any matter referred to in clause 12.1 the Lessor may:
  - a. give such consent subject to conditions; and
  - b. require that the works be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent; and
  - c. require that any works be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant;
2. If the Lessor consents to any matter referred to in clause 12.1:
  - a. the Lessor gives no warranty that the Lessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
  - b. the Lessee must apply for and obtain all such consent approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions.

#### **12.3. Cost of Works**

All works undertaken under this clause 12 will be carried out at the Lessee's expense.

#### **12.4. Conditions**

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

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

#### **13. Report to Lessor**

The Lessee must immediately report to the Lessor:

- a. Vandalism

Any act of vandalism or any incident which occurs on or near the Premises which involves or is likely to involve a breach of the peace

or become the subject of a report or complaint to the police and results in damage to the Premises;

b. Pollution

Any occurrence or circumstances in or near the Premises of which it becomes aware, which might reasonably be expected to cause, in or on the Premises, pollution of the environment;

c. Notices, etc.

All notices, orders and summonses received by the Lessee and which affect the Premises and immediately deliver them to the Lessor;

d. Defects

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.

**14. Provision of Information**

The Lessee AGREES to provide to the Lessor, upon the Lessor's request, where applicable:

- a. any information on the Lessee reasonably required by the Lessor.

**15. Assignment, Subletting and Charging**

**15.1. No Assignment or Subletting without consent**

The rights in this Lease are personal to the Lessee, and Lessee may not transfer, assign, sublet, assign or otherwise part with possession or any way dispose of any of its rights or obligations under this Lease without the written consent of the Lessor, which consent may be withheld for any reason whatsoever in the Lessor's absolute discretion.

**15.2. Property Law Act 1969**

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

**15.3. No Mortgage or Charge**

The Lessee must not mortgage nor charge the leasehold interest in the Premises.

**16. Caveats or Other Interest**

**16.1. No Caveat or other interest**

The Lessee nor any person on behalf of the Lessee must not lodge any absolute caveat, subject to claim or any other interest including any lease, sublease, mortgage, charge over the Land or Premises or part thereof, without the prior written consent of the Lessor.



### **16.2. Removal of interest**

If any caveat or other interest is lodged without the consent of the Lessor, the Lessee irrevocably appoints the Lessor (or any person authorised by the Lessor for that purpose) jointly and severally:

- a. for the Term of this Lease;
- b. for any holding over under this Lease; and
- c. for a period of six (6) months after Termination of this Lease to be the agent and attorney of the Lessee in its name and on its behalf to sign and lodge at Landgate;
- d. a withdrawal of any absolute caveat lodged by or behalf of the Lessee;
- e. a withdrawal of any caveat lodged by on or behalf of the Lessee and not withdrawn on Termination; and
- f. a surrender of the estate granted by this Lease.

### **16.3. Costs of Removal, Indemnity and Ratification**

1. The Lessee undertakes to ratify all the acts performed by or caused to be performed by the Lessor, its agent or attorney under this clause; and
2. the Lessee indemnifies the Lessor against:
  - a. any loss arising from any act done under clause 15; and
  - b. all costs and expenses incurred in connection with the performance of any act by the attorney on behalf of the Lessee including the withdrawing of any caveat effecting the Land the registration of this Lease to exercise the power of attorney set out in clause 15.

## **17. Statutory Obligations and Notices**

### **17.1. Comply with Statutes**

The Lessee must:

- a. comply promptly with all statutes and local laws from time to time in force relating to the Premises;
- b. apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the use of the Premises specified at clause 6;
- c. ensure that all obligations in regard to payment for copyright or licensing fees are paid to the appropriate person for all performances, exhibitions or displays held on the Premises; and
- d. comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Premises or to the business the Lessee carries on at the Premises.

### **17.2. Indemnity if Fails to Comply**

The Lessee indemnifies the Lessor against:

- a. failing to perform, discharge or execute any of the items referred to in clause 17.1; and
- b. any claims, demands, costs or other payments of or incidental to any of the items referred to in clause 17.1.

## **18. Obligations on Expiry or Termination of Lease**

### **18.1. Restore Premises**

Prior to Termination, the Lessee at the Lessee's expense must restore the Premises to a condition consistent with the performance by the Lessee of the Lessee's Obligations under this Lease fair wear and tear excepted.

### **18.2. Remove Lessee's Property prior to Termination**

Prior to Termination, the Lessee must remove from the Premises all property of the Lessee including the Lessee's 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 air-conditioning plant and fire equipment, security alarms and security systems and other fixtures and fittings which in the opinion of the Lessor form an integral part of the Premises) and promptly make good, to the satisfaction of the Lessor, any damage caused by the removal.

### **18.3. Lessor can Remove Lessee's Property on Re-Entry**

Any items referred to in clause 18.2 not removed by the Lessee prior to Termination are deemed to have been abandoned by the Lessee and become the property of the Lessor and may be disposed of by the Lessor as it sees fit without any right by the Lessee to make any claim against the Lessor in respect of those items. The Lessee must pay to the Lessor on demand the cost of removing abandoned items from the Premises and making good any damage caused by that removal.

### **18.4. Peacefully Surrender**

On Termination the Lessee must:

- a. peacefully surrender and return to the Lessor the Premises in a condition consistent with the performance of the Lessee's Obligations under this Lease;
- b. surrender to the Lessor all keys and security access devices and combination for locks providing an access to or within the Premises held by the Lessee whether or not provided by the Lessor;

### **18.5. Obligations to continue**

The Lessee's obligations under this clause will continue, notwithstanding the end or Termination of this Lease.

## **LESSOR'S RIGHTS & OBLIGATIONS**

### **19. Lessor's Right of Entry**

#### **19.1. Entry on Reasonable Notice**

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

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

#### **19.2. Costs of Rectifying Breach**

All costs and expenses incurred by the Lessor as a result of any breach referred to at clause 19.1(d)(iv) together with any interest payable on such sums will be a debt due to the Lessor and payable to the Lessor by the Lessee on demand.

### **20. Limit of Lessor's Liability**

#### **20.1. No Liability for Loss on Premises**

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

## **20.2. Limit on Liability for Breach of Lessor's Obligations**

1. The Lessor is only liable for breaches of the Lessor's Obligations set out in this Lease which occur while the Lessor remains the management body of the Land; and
2. The Lessor will not be liable for any failure to perform and observe any of the Lessor's Obligations due to any cause beyond the Lessor's control.

## **21. Lessor's right of termination**

### **21.1. Termination by Lessor upon Notice**

Notwithstanding any other provision of this Lease, the Parties AGREE that the Lessor may terminate this Lease for any reason upon six months written notice to the Lessee.

### **21.2. Obligations upon termination**

1. If this Lease is terminated in accordance with this clause, clause 18 will apply.

## **22. Building insurance**

The Lessor shall effect and keep effected policies of insurance in relation to any risk relating to the Lessor's ownership or interest in the Land and the Premises including, without limitation, insurance for fire, Lessor's fixtures and fittings. This insurance will be deemed to constitute an "insurance required" for the purposes of clause 7.1 of this Lease, except to the extent that clause 7.1 requires the Lessee to effect the insurance or produce receipts thereof.

## **MUTUAL AGREEMENTS**

## **23. Damage or Destruction of Premises**

### **23.1. Abatement of Rent**

If the Premises are at any time during the Term, without neglect or default of the Lessee, destroyed or damaged by fire or other risk covered by insurance so as to render the same unfit for the occupation and use of the Lessee, then the Rent or a proportionate part thereof (according to the nature and extent of the damage) shall abate until the Premises have been rebuilt or made fit for the occupation and use of the Lessee.

### **23.2. Dispute as to Abatement of Rent**

Any dispute arising in relation to the abatement of rent pursuant to clause 23.1 shall be referred to arbitration under the provisions of the Commercial Arbitration Act 1985 and the full Rent must be paid without any deduction or abatement until the date of the arbitrator's award whereupon the Lessor will refund to the Lessee any Rent which according to the award appears to have been overpaid.

### **23.3. Termination**

In the event that fifty per cent (50%) or more of the gross lettable area (not including Common Areas) of the building in which the Premises are situated are damaged or destroyed by fire or any like casualty either party will have the option to be exercised by notice in writing delivered to the other party within sixty (60) days of such occurrence, to elect to cancel and terminate this Lease.

The Term will terminate upon such notice being given and the Lessee must vacate the Premises and surrender the same to the Lessor but such termination will be without prejudice to the Lessor's rights in respect of any antecedent breach of this Lease.

In the event of Termination, it is Agreed that whatsoever rent has been paid is equivalent to the full amount exchanged for the surrender of any claim to property rights; and that no further amount is due payable by the parties.

## **24. Option to Renew**

### **24.1. Exercise of Option**

If the Lessee at least one month, but not earlier than 6 months, prior to the date for commencement of the Further Term gives the Lessor a Notice to grant the Further Term as specified in Item 3 of the Schedule and:

- a. all consents and approvals required by the terms of this Lease or at law have been obtained;
- b. there is no subsisting default by the Lessee at the date of service of the Notice in:
  - (i) the payment of Amounts Payable; or
  - (ii) the performance or observance of the Lessee's Obligations; and
- c. the Lessor does not intend to redevelop or otherwise use the Premises in the proposed Further Term period;

The Lessor shall grant to the Lessee a lease for the Further Term as specified in Item 3 of the Schedule at the Rent and on terms and conditions similar to this Lease other than this clause 24.1 in respect of any Further Term previously taken or the subject of the present exercise and on such other terms and conditions as the Lessor may consider appropriate and, in respect of subclause

24.1(c), the Lessor is not required to give any evidence or notice of its intention to use the Land provided that, in the event that the Lessee gives a Notice to grant the Further Term, such an intention is expressed to the Lessee at least one month prior to the date for commencement of the Further Term AND the Lessee indemnifies the Lessor against any claims for any loss or damage suffered by the Lessee as a result of the Lessor's refusal of a Further Term on the basis of subclause 24.1(c) however so arising.

**25. Holding Over**

If the Lessee remains in possession of the Premises after the expiry of the Term with the consent of the Lessor, the Lessee will be a monthly tenant of the Lessor at a rent equivalent to one twelfth of the Rent for the period immediately preceding expiry of the Term and otherwise on the same terms and conditions of this Lease provided that all consents required under this Lease or at law have been obtained to the Lessee being in possession of the Premises as a monthly tenant.

**26. Default**

**26.1. Events of Default**

A default occurs if:

- a. any Amounts Payable remain unpaid for 14 days after a Notice has been given to the Lessee that an amount is outstanding;
- b. the Lessee is in breach of any of the Lessee's Obligations for 28 days after a Notice has been given to the Lessee to rectify the breach or to pay compensation in money;
- c. where the Lessee is an association which is incorporated under the Associations Incorporations Act 1987, the association is wound up whether voluntarily or otherwise;
- d. where the Lessee is an association which is incorporated under the Associations Incorporations Act 1987, the Lessee passes a special resolution under the Associations Incorporation Act 1997 altering its rules of association in a way that makes its objects or purposes inconsistent with the use permitted by this Lease;
- e. a mortgagee takes possession of the property of the Lessee under this Lease;
- f. any execution or similar process is made against the Premises on the Lessee's property;
- g. the Premises are vacated; or
- h. a person other than the Lessee or a permitted sublessee or assignee is in occupation or possession of the Premises or in receipt of a rent and profits.

**26.2. Forfeiture**

On the occurrence of any of the events of default specified in clause 24.1 the Lessor may:

- a. without notice or demand at any time enter the Premises and on re-entry the Term will immediately determine;
- b. by notice to the Lessee determine this Lease and from the date of giving such notice this Lease will be absolutely determined; and

- c. by notice to the Lessee elect to convert the unexpired portion of the Term into a tenancy from month to month when this Lease will be determined as from the giving of the notice and until the tenancy is determined the Lessee will hold the Premises from the Lessor as a tenant from month to month under clause 23, but without affecting the right of action or other remedy which the Lessor has in respect of any other breach by the Lessee of the Lessee's Obligations or releasing the Lessee from liability in respect of the Lessee's Obligations.

### **26.3. Lessor May Remedy Lessee's default**

If the Lessee:

- a. fails or neglects to pay the Amounts Payable by the Lessee under this Lease; or
- b. does or fails to do anything which constitutes a breach of the Lessee's Obligations, then, after the Lessor has given to the Lessee notice of the breach and the Lessee has failed to rectify the breach within a reasonable time, the Lessor may without affecting any right, remedy or power arising from that default pay the money due or do or cease the doing of the breach as if it were the Lessee and the Lessee must pay to the Lessor on demand the Lessor's cost and expenses of remedying each breach or default.

### **26.4. Acceptance of Amount Payable By Lessor**

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

### **26.5. Essential Terms**

Each of the Lessee's Obligations in clauses 3 (Rent and Other Payments), 7 (Insurance), 8 (Indemnity), 9 (Use), 11 (Maintenance, Repair and Cleaning), 15 (No Assignment, Subletting and Charging) and 29 (Goods and Services Tax) is an essential term of this Lease but this clause 26.5 does not mean or imply that there are no other essential terms in this Lease.

### **26.6. Breach of Essential Terms**

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

- a. the Lessee must compensate the Lessor for the loss or damage suffered by reason of the breach of that essential term;
- b. the Lessor will be entitled to recover damages against the Lessee in respect of the breach of an essential term; and
- c. the Lessee AGREES with the Lessor that if the Term is determined:



- (i) for breach of an essential term or the acceptance by the Lessor of a repudiation of this Lease by the Lessee; or
  - (ii) following the failure by the Lessee to comply with any notice given to the Lessee to remedy any default, the Lessee must pay to the Lessor on demand the total of the Amounts Payable under this Lease which would have been payable by the Lessee for the unexpired balance of the Term as if the Term had expired by lapse of time together with the losses incurred or reasonably expected to be incurred by the Lessor as a result of the early determination including but not limited to the costs of re-letting or attempting to re-let the Premises;
- d. the Lessee agrees that the obligation set out in this clause 26.6(c) will survive termination or any deemed surrender at law of the estate granted by this Lease;
  - e. the Lessor must take reasonable steps to mitigate its losses and endeavour to re-let the Premises at a reasonable rent and on reasonable terms but the Lessor is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Lease.

## **27. Disputes**

### **27.1. Appointment of Arbitrator**

Except as otherwise provided any dispute arising out of this Lease is to be determined by a single arbitrator under the provisions of the Commercial Arbitration Act 1985 and the Lessor and the Lessee may each be represented by a legal practitioner.

### **27.2. Payment of Amounts Payable to Date of Award**

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

## **28. Consents**

### **28.1. Western Australian Planning Commission's Consent**

If for any reason whatsoever this Lease requires the consent of the Western Australian Planning Commission or other consent under the Planning and Development Act 2005, then this Lease is made expressly subject to and conditional on the granting of that consent in accordance with the provisions of the Planning and Development Act 2005.

## **28.2. Council's Consent**

In the event that the Land is subject to a Decision of Council the grant of this Lease is made expressly subject to and is conditional on the consent of Council, the affixing of the Common Seal and the signature of the President of the Council.

## **29. Goods and Services Tax**

### **1. Lessee must Pay**

If GST is payable 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 Taxable Supply supplied under this Lease then, unless the Lessor is liable for the payment of a given Taxable Supply, as from the date of any such introduction or application:

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

### **2. 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 clause 29(1).

### **3. GST invoice**

Where the Basic Consideration is to be increased to account for GST pursuant to clause 29(2) the Lessor shall in the month in which the Basic Consideration is to be paid, issue a Tax Invoice which enables the Lessee to submit a claim for a credit or refund of GST.

## **30. Additional Terms and Conditions**

Each of the terms and conditions (if any) specified in Item 9 of the Schedule are part of this Lease and are binding on the Lessor and the Lessee as if incorporated into the body of this Lease.

## **GENERAL PROVISIONS**

### **31. Notice**

#### **31.1. Form of Delivery**

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

- a. by a delivery to the person personally; or
- b. by addressing it to the person and leaving it at or posting it by registered post to the address of the Party appearing in this Lease or any other address nominated by a Party by notice to the other.

### **31.2. Service of Notice**

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

- a. if by personal delivery, when delivered;
- b. if by leaving the Notice at an address specified in clause 31.1, at the time of leaving the Notice provided the Notice is left during normal business hours; or
- c. if by post to an address specified in clause 31.1, on the second business day following the date of posting of the Notice.

### **31.3. Signing of Notice**

A Notice to a person may be signed:

- a. if given by an individual by the person giving the Notice;
- b. if given by a corporation by a director, secretary or manager of that corporation; or
- c. if given by a local government, by the CEO or a person authorised to sign on behalf of the local government; or
- d. by a solicitor or other agent of the person, corporation or local government giving the Notice.

**ATTACHMENT**

## **32. Amendments to Lease**

Subject to such consents as are required by this Lease or at law, this Lease may be varied by the agreement of the parties in writing.

## **33. Waiver**

### **33.1. No General Waiver**

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

### **33.2. Partial Exercise of Right Power or Privilege**

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

## **34. Acts by Agents**

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

**35. Statutory Powers**

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

**36. Further Assurance**

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

**37. Severance**

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

**38. Moratorium**

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

**39. Governing Law**

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

**ATTACHMENT**

**DEFINITIONS & INTERPRETATION**

**40. Definitions**

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

**Amounts Payable** means the Rent and any other money payable by the Lessee under this Lease;

**Authorised Person** means:

- a. an agent, employee, licensee or invitee of the Lessee; and
- b. any person visiting the Premises with the consent or implied consent of any person mentioned in paragraph (a);

**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);

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

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

**Council** means the Council of the Shire of Wyalkatchem;

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

**Further Term** means each further term specified in Item 3 of the Schedule;

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

**GST** has the meaning that it bears in the GST Act;

**GST Act** means A New Tax System (Goods and Services Tax) Act 1999 (Cth) and any legislation substituted for, replacing or amending that Act;

**GST Adjustment Rate** means the amount of any increase in the rate of tax imposed by the GST Law;

**GST Law** has the meaning that it bears in section 195-1 of the GST Act;

**GST Rate** means 10%, or such other figure equal to the rate of tax imposed by the GST Law;

**Input Tax Credit** has the meaning that it bears in section 195-1 of the GST Act.

**Interest Rate** means the rate adopted by Council in each Annual Budget as payable on overdue amounts levied by Council, which cannot exceed the rate prescribed by, and imposed in accordance with, section 6.13 of the Local Government Act 1995;

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

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

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

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

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

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

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

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

**Rent Review Date** means a date identified in Item 8 of the Schedule;

**Schedule** means the Schedule to this Lease;

**Tax Invoice** has the meaning which it bears in section 195-1 of the GST Act;

**Taxable Supply** has the meaning which it bears in section 195-1 of the GST Act.

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

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

#### 41. Interpretation

In this Lease, unless expressed to the contrary:

a. Words using:

- (i) the singular include the plural;
- (ii) the plural include the singular; and
- (iii) any gender includes each gender;

b. A reference to:

- (i) a natural person includes a body corporate or local government; and
- (ii) a body corporate or local government includes a natural person;

c. A reference to a professional body includes a successor to or substitute for that body;

d. A reference to a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;

e. A reference to a statute, ordinance, code, regulation, award, town planning scheme or other law includes a regulation, local law, by-law, requisition, order or other statutory instruments under it and any amendments to re-enactments of or replacements of any of them from time to time in force;

f. A reference to a right includes a benefit, remedy, discretion, authority or power;

g. A reference to an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;

**ATTACHMENT**

- h. A reference to this Lease or provisions or terms of this Lease or any other deed, agreement, instrument or contract include a reference to:
  - (i) both express and implied provisions and terms; and
  - (ii) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
- i. A reference to writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
- j. Any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;
- k. If a Party comprises two or more persons the obligations and agreements on their part bind and must be observed and performed by them jointly and each of them severally and may be enforced against any one or more of them;
- l. The agreements and obligations on the part of the Lessee not to do or omit to do any act or thing include:
  - (i) an agreement not to permit that act or thing to be done or omitted to be done by an Authorised Person; and
  - (ii) an agreement to do everything necessary to ensure that that act or thing is not done or omitted to be done;
- m. Except in the Schedule headings do not affect the interpretation of this Lease.

ATTACHMENT



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**ATTACHMENT**

### **3. Schedule**

#### **Item 1 Land and Premises**

Land

Lot 500 on Deposited Plan 68673 and being the whole of the land comprised in Crown Land Certificate of Title Volume LR3159/633.

Premises

That portion of the Land comprising a shed known as 'the Hangar', located at 31°12'06.19"S 117°36'69.88"E and adjacent to the apron, as hachured on the plan annexed hereto.

#### **Item 2 Term**

Five (5) years commencing on the 2 January 2026

#### **Item 3 Further Term**

Notice of intention to form a new lease or alternate use must be given in writing by either party by 31 March 2030.

#### **Item 4 Commencement Date**

1 October 2020

#### **Item 5 Rent**

Rent will be the amount of \$2,800 excluding GST per annum, that is \$3,080 GST inclusive, payable in equal quarterly payments of \$770 including GST, to be paid in advance of each three months period from the Commencement Date, as per the following agreed due dates:

- 31 December;
- 31 March;
- 30 June; and
- 30 September;

with notice being by Invoice.

#### **Item 6 Use**

Storage shed

#### **Item 7 Public Liability Insurance**

\$10,000,000 (Ten Million Dollars)

#### **Item 8 Rent Review**

An annual rent review shall occur on or about 31 March, to coincide with a property inspection, with three months' notice to be provided in writing.

**ATTACHMENT**

## Item 9 Additional Terms and Conditions

### 1. Lessee's acknowledgements

The Lessee acknowledges that:

- a. the entry by the Lessor into this Lease shall not in any way fetter the statutory discretion of the Lessor under any written law.

### 2. Access to Premises

- a. Subject to paragraphs (b) to (e), the Lessor grants to the Lessee a nonexclusive licence to enter upon that portion of the Land not comprising the Premises (but excluding those areas described in paragraph (b)) and use any facilities situated thereon, including but not limited to use of any roads or taxi ways for entry into and out of the Premises.

- b. The Licence shall not apply to any portion of the Land that is:

- (i) the subject of a lease to a third party; or
- (ii) is otherwise allocated for the exclusive use of a third party by the Lessor.

- c. The Lessee's Obligations shall continue to apply and bind the Lessee when exercising its rights under the Licence, including but not limited to the obligations contained in the following provisions: clause 3(b) (Outgoings), clause 7 (Insurance), clause 8 (Indemnity), clause 9 (Use), clause 10 (Keys and Access), clause 12 (Alterations) and clause 13 (Report to Lessor).

- d. The Lessor may terminate the Licence if the Lessee fails to remedy a breach of the Lessee's Obligations committed in its exercise of the Licence, within 14 days of written notice of such breach being given by the Lessor to the Lessee.

- e. The Licence shall terminate upon expiry or determination of the Lease.

**ATTACHMENT**

**4. Signing page**

EXECUTED on the second day of January 2026

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

)

Cr Christy Petchell

President

)

Ian McCabe

Acting Chief Executive Officer

**ATTACHMENT**

)

Bruce Donald Eckersley

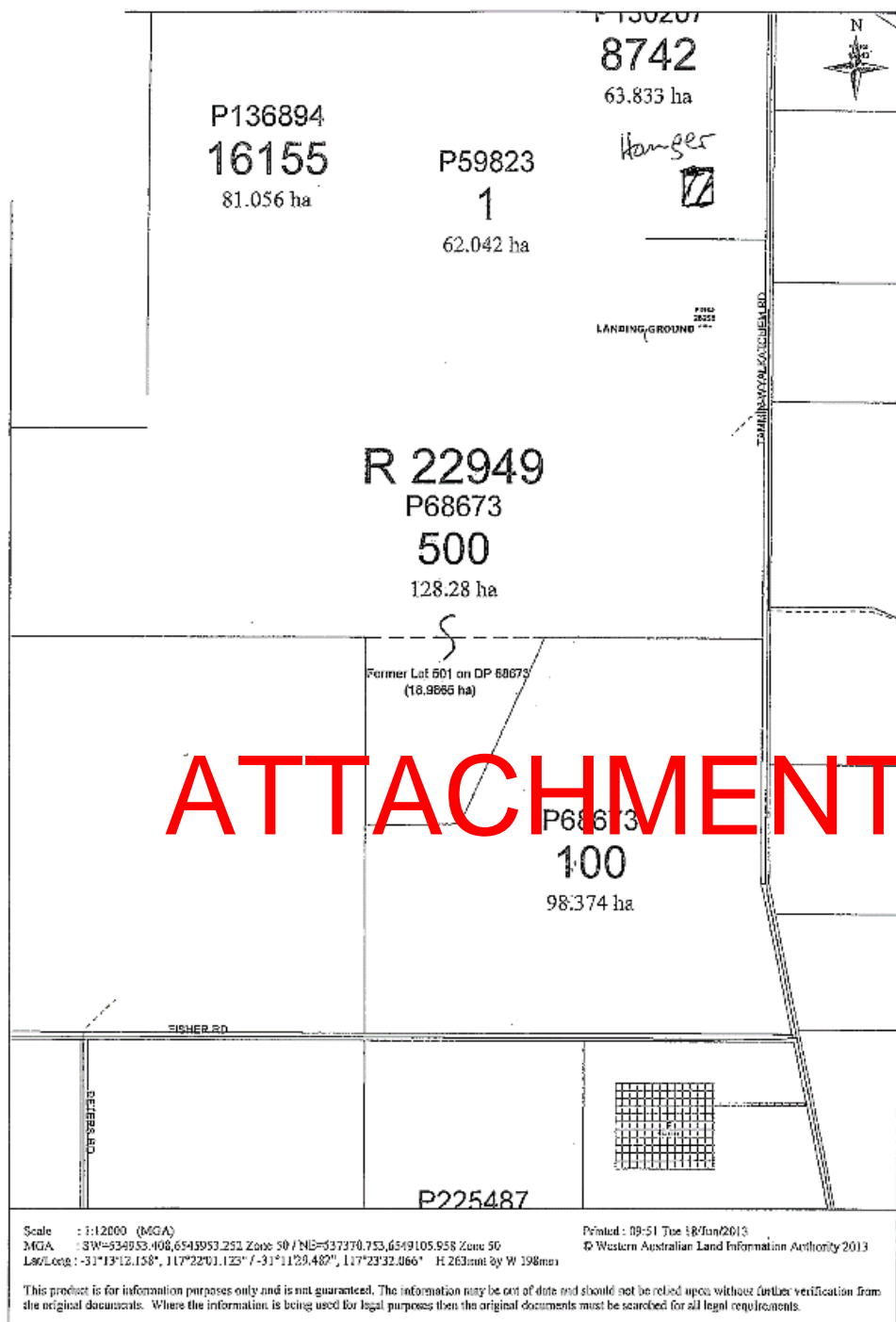
Lessee

)

Witness

Name of witness: \_\_\_\_\_

## 5. Annexure A – Plan of Premises



Shire of Wyalkatchem Lease Aerodrome Hanger One – BRUCE DONALD  
ECKERSLEY

Note: this is a google maps image; the hanger subject of this lease is marked 'X'



## PUBLIC NOTICE

### NOTICE OF INTENT TO DISPOSE OF PROPERTY

Notice is given that the Shire of Wyalkatchem intends to form agreement with Mr Bruce Eckersley for the purpose of leasing a hangar at the Wyalkatchem aerodrome. Mr Eckersley has leased the hangar since October 2021 and has expressed interest in renewing the lease.

The main conditions of the lease are a term of five years from 2 January 2026 at an annual lease of \$3,080 per annum GST inclusive with annual property inspection and rent review. This is market value. A draft lease may be viewed at the shire administration.

Public submissions are invited relevant to the lease and may be submitted to [general@wyalkatchem.wa.gov.au](mailto:general@wyalkatchem.wa.gov.au) or hand delivered to the shire administration no later than 4.30pm Wednesday 19 November 2025, for consideration by Council. Please include your postal address and a telephone contact should there be any follow up queries.

**ATTACHMENT**

IAN MCCABE

Acting Chief Executive Officer

5 November 2025

**E** [general@wyalkatchem.wa.gov.au](mailto:general@wyalkatchem.wa.gov.au) **P** (08) 9681 1166

**A** Corner of Flint St and Honour Ave  
PO Box 224 Wyalkatchem WA 6485

**wyalkatchem.wa.gov.au**



#### **10.3.4. BUDGET VARIATION – CSRFF, CRICKET PRACTICE WICKET AND NETS**

Applicant:	Not Applicable
Location:	Whole of District
Date:	13 November 2025
Reporting Officer:	Ian McCabe, Acting Chief Executive Officer
Disclosure of Interest:	No interest to declare
File Number:	12.5
Attachment Reference:	1. Grant advice and draft agreement (Department of Creative Industries, Tourism and Sport), October 2025. 2. Summary document, grant application (consultant, March 2025).

#### **VOTING REQUIREMENT**

Absolute Majority

#### **OFFICER'S RECOMMENDATION**

That Council:

1. Approve a budget variation, increasing expenditure by \$32,679, to facilitate the acceptance of a Community Sporting and Recreation Facilities Fund grant, reference GR-04-00001024, for the purpose of construction of a cricket practice wicket and nets at the Wyalkatchem Sport and Recreation Ground by 15 June 2026.
2. Authorise the Acting CEO to accept the grant and facilitate grant management, planning and construction of the project, and provide periodic reporting to council and the grantor.

#### **BACKGROUND**

The Shire of Wyalkatchem, through an external consultant, applied for a CSRFF (Community Sporting and Recreation Facilities Fund) grant in March 2025. There is no provision in the approved 2025/26 budget for funds or resources to complete this project.

#### **COMMENT**

The Minister for Sport and Recreation, Hon. Rita Saffioti MLA, has approved the awarding of a grant to the Shire of Wyalkatchem for the purpose of constructing a cricket practice wicket and nets at the Wyalkatchem Sport and Recreation ground.

The grant awards \$32,680 toward a project costed in March 2025 at \$65,359. The shortfall of \$32,679 (which includes shire resources, materials and in-kind contributions) has not been included in the approved 2025/26 budget.

Approval of this request will authorise the Acting CEO to sign the grant acceptance and receive the grant funds; further, the shire will then meet with stakeholders to agree on project milestones, contributions and outcomes. To deliver this project in an efficient and cost-effective manner, the shire will aim to maximise the contributions of stakeholders while providing oversight, expertise and critical skills. In this way, the club(s) can have some ownership, but the project will be delivered in a manner which minimises risk and maximises beneficial outcomes for the community.

The project was initiated by a prior council and CEO in April 2023.

The consultant was engaged for this purpose in March 2025 at a cost of \$3,315.

It is the advice of the Acting CEO that this project can be delivered within the expected budget and time frame. Construction would occur early 2026. It is my expectation that the Manager of Works will provide reporting to Council and financial reporting will be within regular monthly reports.

#### **STATUTORY ENVIRONMENT**

A New Tax System (Goods and Services Tax) Act 1999

Corporations Act 2001 (Cth)

Freedom of information Act 1992

Financial Management Act 2006

Local Government Act 1995

#### **POLICY IMPLICATIONS**

There is no policy directly relevant to this report.

#### **FINANCIAL IMPLICATIONS**

This item will increase projected expenditure by \$32,679.

#### **RISK IMPLICATIONS**

Early assessment by the Manager of Works has identified construction risk to site water supply; in addition, construction at the original planned site would obstruct traffic and would require some clearing; these issues will be mitigated by an immaterial change in planned location (by approximately 50m north-east of original planned site). This has no effect on this item or the grant application and no effect on usage of the wider facility. For information only.

There is no risk implication to this report.

#### **COMMUNITY AND STRATEGIC OBJECTIVES**

5.10 Support sporting clubs, local clubs and associations to deliver their activities, competitions and services.

Goal 11: High standard of governance.



Department of  
**Creative Industries,  
Tourism and Sport**

Grant No. GR-04-00001024  
Enquiries Samantha Cornthwaite  
Phone  
Email

Mr Ian McCabe  
Acting Chief Executive  
Officer Shire of  
Wyalkatchem PO Box  
224  
WYALKATCHEM WA 6485

Dear Ian,

**Community Sporting and Recreation Facilities Fund (CSRFF)**  
**Grant Reference: GR-04-00001024**

The Minister for Sport and Recreation, Hon Rita Saffioti, MLA, approved a grant of up to \$32,680 to the Shire of Wyalkatchem to be claimed in the 2025/26 financial year. The grant is to assist with the construction of a cricket practice wicket and nets at the Wyalkatchem Sport and Recreation ground.

Attached is a Grant Agreement which must be completed and returned to this office as soon as possible. In the Grant Agreement, you are required to indicate the month and year in which you expect to submit your claims for payment, reflecting the financial years in which funding is approved. Please give careful consideration to these dates as the Department of Creative Industries, Tourism and Sport (CITS) is unable to guarantee the availability of funds if a variation of these dates is required.

Grants may be claimed by completing one of the enclosed Organisation Claim forms, evidence of project expenditure and, if necessary, a Voluntary Labour / Donated Materials form. Claims for payment should be made in accordance with the predetermined payment schedule as nominated in your Grant Agreement.

**ATTACHMENT**

CITS requires all grantees to provide regular project updates to ensure the nominated project milestones are being met. A project update report template is attached to your grant agreement.

I look forward to receiving your signed Grant Agreement, and the continuation of the partnership between CITS and the Shire of Wyalkatchem for the duration of this project.

Yours sincerely

**Samantha Cornthwaite**  
Regional Manager

1/10/2025



Department of  
**Creative Industries,  
Tourism and Sport**

**STATE OF WESTERN AUSTRALIA**

**and**

**Shire of Wyalkatchem**

---

**CSRFF GRANT AGREEMENT FOR**

**ATTACHMENT**  
construction of cricket practice wicket and nets at the Wyalkatchem Sport and  
Recreation ground

GR-04-00001024

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**2025/26 FUNDING ROUND**

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**THIS AGREEMENT** dated

of

20.....

**BETWEEN**

**The State of Western Australia** by its Department of Creative Industries, Tourism and Sport ("**CITS**")

and

**Shire of Wyalkatchem** (ABN 47096937882) of  
PO Box 224  
WYALKATCHEM WA 6485

("Recipient")

**RECITALS**

The Recipient is constructing the Project.

The CITS has agreed to partially fund a proportion of the Project subject to and conditional upon the terms and conditions contained in this Agreement.

**OPERATIVE PART**

The parties agree as follows:

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Agreement, unless the context indicates otherwise:

**Agreement** means this agreement, as amended, varied or supplemented from time to time and including any schedules or annexures.

**Application** means the Recipient's written application relating or preparatory to either or both of the Grant and the Project, submitted prior to the relevant closing date (for funding applications), further details of which are set out in Schedule 1.

**Auditor General** means the Auditor General for the State.

**Business Day** means any day when banks are open for business in the Perth, Western Australia.

**Commencement Date** means the date the last party to execute the Agreement has done so.

**Commonwealth** means the Commonwealth of Australia.

**CSRFF** means the Community Sporting and Recreation Facilities Fund.

**CSRFF Policy** means the CITS's Community Sporting and Recreation Facilities Fund Policy, as amended from time to time.

**Estimated Project Cost** means the estimated cost of completing the Project as set out in Schedule 1 to this Agreement.

**Final Eligible Project Cost** means the true proven cost of completing the Project at the earlier of either the practical completion of the Project or the final acquittal of the Grant.

**Grant** means all monies being provided to the recipient for the Project as described in Schedule 1 to this Agreement.

**Grant Acknowledgement Requirements** means those requirements set out in Schedule 2 to this Agreement.

**Grant End Date** means the date set out as such in Schedule 1 or such other date as is approved in writing by CITS on the request of the Recipient, which approval may be withheld at CITS's absolute discretion.

**GST** has the same meaning as it has in the GST Act.

**GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and includes all associated legislation and regulations;

**Insolvency Event** means the happening of any of the following events in relation to the Recipient:

- ATTACHMENT
- (a) an application is made to a court for it to be wound up or for the appointment of a provisional liquidator;
  - (b) a meeting is convened to place it in voluntary liquidation or to appoint an official manager or an administrator or a controller of any of its assets;
  - (c) the appointment of a liquidator, provisional liquidator, official manager or administrator, receiver or receiver and manager of any of its assets, or a controller of any of its assets;
  - (d) it is wound up or dissolved;
  - (e) it proposes to enter into or enters into any form of arrangement (formal or informal) with its creditors or any of them;
  - (f) it is, or is to be regarded as being under and law including section 460(2) or section 585 of the Corporations Act, insolvent or unable to pay its debts; or
  - (g) (insolvency – person) it becomes an insolvent under administration as defined in section 9 of the Corporations Act 2001 (Cth).
  - (h) (insolvency – corporation) a corporation is unable to pay its debts when they fall due, or is deemed unable to pay its debts under any applicable legislation (other than as a result of a failure to pay a debt or claim which is the subject of a good faith dispute);
  - (i) (analogous matters) anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction.



**Laws** means all applicable present and future laws including:

- (a) all acts, ordinances, regulations, by-laws, orders, awards and proclamations of the State or the Commonwealth;
- (b) Authorisations;
- (c) principles of law or equity;
- (d) standards, codes, policies and guidelines; and
- (e) the Australian Securities Exchange listing rules, whether or not existing at the Commencement Date.

**Milestones** means the milestones described in Item 7 of Schedule 1.

**Notice** includes a direction, request, consent, notification or other communication.

**Obligation** means an obligation under this Agreement including a condition to do or not to do something, an undertaking or warranty.

**Party** means CITS or the Recipient and **Parties** means both of them.

**Project** means the project as described in Item 2 of Schedule 1.

**Records** means the written records referred to in clause 3.3.

**Reports** means the written reports referred to in clause 3.3 (d).

**Right** means a right, power or remedy.

**Schedule** means any schedule to, and forming part of, this Agreement.

**Special Conditions** means those conditions expressed in Item 9 of Schedule 1.

**State** means The State of Western Australia.

**Stipulated Percentage** means the percentage described as such in Item 8 of Schedule 1.

**Term** means the term of this Agreement as described as such in Item 6 of Schedule 1.

**Total Grant** is the value described as such in Item 3.1 of Schedule 1.

## 1.2 Interpretation

In the Agreement, unless the contrary intention appears:

- (a) headings, underlining and numbering are for convenience only and do not affect the interpretation of this Agreement;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing any gender include the other genders;
- (d) references to persons include body corporates;
- (e) references to a person include the legal personal representatives, successors and assigns of that person;
- (f) a reference to a statute, regulation, proclamation, ordinance or by-law includes every statute, regulation, proclamation, ordinance or by-law varying, consolidating or replacing it, and a reference to a statute includes every regulation, proclamation, ordinance or by-law issued under that statute;
- (g) a reference to a document includes an agreement in writing, or a certificate, Notice, instrument or other document of any kind and includes every permitted amendment, variation or supplement to, or replacement or novation of, that document;
- (h) when the day or last day for doing an act is not a Business Day, then the day or last day for doing the act will be the directly preceding Business Day;
- (i) an obligation incurred in favour of two or more persons is enforceable by them jointly and severally;
- (j) an obligation, on the part of 2 or more persons binds them jointly and severally;
- (k) each obligation of one party to the other of them has effect as a covenant;
- (l) where the words "including" or "includes" are used, they are to be taken to be followed by the words "but not limited to";
- (m) in the interpretation of the Agreement, no rules of construction apply to the disadvantage of a party because that party was responsible for the drafting of the Agreement or of a part of the Agreement;
- (n) a reference in the Agreement to a sub-clause, paragraph or sub-paragraph is a reference to a sub-clause, paragraph or sub-paragraph of the clause or definition in which the reference occurs.
- (p) if a word or a phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (q) headings are inserted for ease of reference only and are to be ignored in construing this Agreement;
- (r) references to time are local time in Perth, Western Australia;

- (s) where time is to be reckoned from a day or event, that day or the day of that event is to be included.
- (t) references to currency are to the lawful currency of Australia.

### **1.3 Inconsistencies**

Where the provisions contained in a Schedule are inconsistent with the rest of the Agreement, the provisions of the Schedule shall prevail to the extent of that inconsistency.

## **2. SCOPE OF THIS AGREEMENT**

### **2.1 The Project**

The Recipient acknowledges and agrees that it must:

- (a) acquit and carry out all aspects of the Project in a competent, diligent, satisfactory and professional manner, and to a high standard;
- (b) comply with this Agreement;
- (c) complete the Project in accordance with this Agreement, the CSRFF Guidelines and the Application. Should a conflict arise between this Agreement and the CSRFF Guidelines or Application, the Parties agree that this Agreement shall prevail to the extent of such inconsistency.

### **2.2 Pay the Grant**

Subject to the Recipient meeting its obligations under this Agreement and upon receipt of a claim from the Recipient, the CITS shall pay to the Recipient the Grant in the manner at the times specified in this Agreement. The Recipient may not make a claim for entitlement of payment of the Grant after the Grant End Date.

## **3. OBLIGATIONS OF THE RECIPIENT**

### **3.1 Use of Grant**

The Recipient acknowledges and agrees that:

- (a) it shall only use the Grant for the performance of its obligations under subclause 2.1, and for no other purpose.
- (b) Notwithstanding subclause (a), it must not use the Grant for any purpose listed in Schedule 3 or for anything associated or incidental to those listed purposes.
- (c) it shall use the Grant in a commercially prudent, responsible and sensible manner, and not wastefully.
- (d) Notwithstanding clause 2.2, the amount of the Grant shall not exceed the lesser of either:
  - (i) the Total Grant; or
  - (ii) the Stipulated Percentage of the Final Eligible Project Cost.

### **3.2 Project**

- (a) In relation to the Project, before calling for tenders, expressions of interest or the like, and before signing any building contracts, the Recipient must submit to CITS for approval final (at that stage) plans and specifications, along with any other information CITS may request.
- (b) The Recipient shall not commence any construction works before receiving CITS's written approval under subclause (a).
- (c) If, after any approval given by CITS under subclause (a) is given, the plans or specifications have materially changed or are likely to change, the Recipient must submit the changed plans or specifications (as the case may be) to CITS for its approval and the Recipient must not effect any of those changes before receiving such approval from CITS, whose consent may be withheld at its absolute discretion.
- (d) The Recipient shall comply with all Laws and applicable building or construction codes (howsoever described) in relation to its carrying out of the Project.
- (e) If, in carrying out the Project, the Recipient uses volunteer labour:
  - (i) it may only do so up to a value not exceeding the lesser amount of one-third of the Estimated Project Cost or \$50,000 or the amount specified in the project budget of the Application
  - (ii) unskilled labour shall be valued (for the purpose of the Grant) at \$25 per hour;
  - (iii) skilled (but not professional) labour shall be valued (for the purpose of the Grant) at \$40 per hour; and
  - (iv) professional labour shall be valued (for the purpose of the Grant) at \$60 per hour.
- (f) The Recipient agrees to achieve the Milestones by the times and in accordance with any other stipulations set out in Schedule 1.
- (g) The Project, as constructed, must be of a good quality to industry standards and fit for purpose.

### **3.3 Records and Reporting**

- (a) The Recipient acknowledges and agrees that it must keep complete, up-to-date, accurate and detailed written records of:
  - (i) income or funds for or on account of the Project (including the source/s) of such income or funds;
  - (ii) expenditure or other financial commitment in respect to the Project on an individual supply and supplier basis;
  - (iii) labour used (including volunteer labour categorised on an unskilled, skilled and professional basis) on the Project, including payment thereof;
  - (iv) the procurement of goods and services;

- (v) challenges, set-backs and actual or proposed solutions, associated with the Project;
  - (vi) proposed, actual, and achieved time-frames associated with the Project; and
  - (vii) actual or likely problems or difficulties with staff or contractors working on the Project (including any actual or proposed solutions).
- (b) At any time and from time-to-time, CITS may inspect and make and take copies of the Records.
- (c) If CITS requires the Recipient to provide CITS with information or documentation relating to any aspect of the Project (including the cost thereof), the Grant or this Agreement, the Recipient must:
- (i) promptly and properly comply with such requirement; and
  - (ii) ensure that all information and documentation so provided is accurate, complete, sufficiently detailed, up-to-date and neither misleading nor deceptive.
- (d) Reporting
- The Recipient must every ninety (90) Business Days (or at shorter intervals, if requested by CITS) provide CITS with a detailed written report properly and comprehensively addressing all the matters set out in clause 3.3(a).
- (e) Clauses 3.3(a) and (d) shall survive the expiry or earlier termination of this Agreement by three (3) years.

### **3.4 General Undertakings of the Recipient**

The Recipient must:

- (a) at all times duly perform and observe its obligations under or arising out of this Agreement and must promptly inform the CITS of any occurrence that might adversely affect its ability to do so in a material way;
- (b) undertake its obligations with integrity, good faith and probity in accordance with good corporate governance practices;
- (c) not, nor attempt to, sell, transfer, assign, mortgage, charge or otherwise dispose of or deal with any of its rights, entitlements and powers or Obligations under this Agreement;
- (d) comply with all State and Commonwealth laws; and
- (e) cooperate fully with the CITS in the administration of this Agreement.

### **3.5 Negation of Employment, Partnership and Agency**

- (a) The Recipient must not represent itself, and must ensure that its employees, contractors, sub-contractors or agents do not represent themselves, as being an employee, partner or agent of the State or the CITS or as otherwise able to bind or represent the State or CITS.

- (b) The Recipient is not by virtue of this Agreement, and is not deemed to be, an employee, partner, or agent of the State or the CITS, or have any power or authority to bind or represent the State or CITS.

### 3.6 Procurement of Goods and Services

Unless otherwise agreed in writing by the Department, if procuring any goods and services in connection with the Project using the Funding the Recipient:

- (a) must ensure that all contracts having a value:
  - (i) up to \$50,000.00 must have been awarded on the basis that the Recipient obtained at least three (3) verbal quotes;
  - (ii) over \$50,000.00 up to \$250,000 must have been awarded on the basis that the Recipient obtained at least three (3) written quotes; and
  - (iii) over \$250,000.00 must have been awarded after a public tendering process,and the Recipient must not "contract split" to avoid the intent of this clause; and
- (b) must comply as far as reasonably practicable with the Western Australian Government's Aboriginal Procurement and Buy Local policies.

### 3.7 Repayment and Retention of Grant

- (a) At the completion of the Project or the conclusion or earlier termination of this Agreement (whichever occurs first), the Recipient must remit to the CITS within twenty (20) Business Days of Notice from CITS, any portion of the Grant which the CITS has paid to the Recipient and that has not been used or committed by the Recipient in accordance with this Agreement ("**Unexpended Grant**").
- (b) The amount of the Unexpended Grant in subclause (a) shall be calculated using the following formula:

**Unexpended Grant = (Grant Paid) - (Stipulated Percentage of the Final Eligible Project Cost)**

"**Grant Paid**" = proportion of the Grant listed in Item 3.1 of the Schedule 1 paid as at the date of completion of the Project or earlier termination.

## 4. FREEDOM OF INFORMATION AND *FINANCIAL MANAGEMENT ACT* 2006

- (a) The Recipient acknowledges and agrees that this Agreement and information regarding it is subject to the *Freedom of Information Act 1992* and that the CITS may publicly disclose information in relation

to this Agreement, including its terms and the details of the Recipient in accordance with that Act.

- (b) The Parties acknowledge and agree that, despite any provision of this Agreement to the contrary, the powers and responsibilities of the Auditor General under the *Financial Management Act 2006* (WA) are not limited or affected by this Agreement.
- (c) The Recipient acknowledges and agree that it must allow the Auditor General, or an authorised representative, to have access to and examine the Recipient's records including information concerning the Agreement.

## **5. NO LIABILITY OF STATE**

Neither the State, the CITS nor any agent, agency, instrumentality or emanation of the State shall be:

- (a) liable, in negligence or howsoever, for the success or otherwise of the Project; or
- (b) responsible for any losses or financial shortfalls encountered by the Recipient in connection with the Project or this Agreement.

## **6. ACKNOWLEDGMENT OF STATE**

The Recipient must comply with the Grant Acknowledgement Requirements for this Project for the term of this Agreement.

## **7. DEFAULT**

### **7.1 Event of Default**

- (a) The Parties agree that an Event of Default occurs if:
  - (i) progress of the Project is not, in the reasonable opinion of CITS, satisfactory; or
  - (ii) the Recipient breaches an obligation of which breach cannot be remedied; or
  - (iii) the Recipient breaches any obligation and that breach is not remedied within ten (10) Business Days after receiving Notice from the CITS requiring that the breach to be remedied; or
  - (iv) in the reasonable opinion of the State or CITS the reputation of the State is, or is likely to be, damaged by any act or omission of, or any conduct by, the Recipient; or
  - (v) the Recipient commits three (3) or more breaches of this Agreement in any given 180 day period; or
  - (vi) this Agreement or any part of it is for whatever reason is void or invalid; or
  - (vii) this Agreement provides for or contemplates the Parties reaching further agreement on something and they fail to do so within a reasonable time.



- (b) Upon the happening of an Event of Default by the Recipient, the CITS may terminate this Agreement immediately by Notice.
- (c) Whilst the Organisation is in breach of an obligation by the Recipient, the State may suspend the performance of its obligations under the Agreement.

## 7.2 Consequences of Event of Default

If an Event of Default occurs or the CITS is entitled to terminate this Agreement for any other reason in accordance with this Agreement:

- (a) the Recipient must immediately take all action necessary to cease further expenditure of the Grant;
- (b) upon demand by the CITS, the Recipient must repay to the State the Grant less costs in respect of approved purposes under clause 3.1(a):
  - (i) already properly incurred by the Recipient; and
  - (ii) not yet paid by the Recipient but which are due and payable,

provided that in respect of such costs, the Recipient has provided the CITS within five (5) Business Days after demand from CITS:

- (A) documentary evidence that such costs were properly incurred in accordance with this Agreement; and
- (B) in respect of costs referred to in clause 7.2(b)(i), documentary evidence that the Recipient has paid such costs.

Despite subclause (b), if an Event of Default involves expenditure of the Grant which is contrary to this Agreement, then upon demand by the CITS, the Recipient must immediately repay to the CITS all amounts of the Grant improperly spent or committed.

## 8. PAYMENT OBLIGATIONS – GOODS AND SERVICES TAX (GST)

Words italicised in this clause have the same meaning as those words in the GST Act. In compliance with the Australian Taxation Office, the State (*Recipient*) and the Recipient (*Supplier*) agree that:

- (a) The Grant referred to in this Agreement is exclusive of GST.
- (b) If the Recipient is registered for GST, the Grant will be 'grossed up' by 10% of the grant amount. CITS will issue the Recipient with a *Recipient Created Tax Invoice* with the payment.
- (c) If the Recipient is not registered for GST and does have an *Australian Business Number* (ABN), then a payment will be processed in accordance with this Agreement.
- (d) If the Recipient is not registered for GST and does not have an ABN, the Organisation must investigate their eligibility to use a statement by supplier form\* with the Australian Taxation Office. If the

Organisation is eligible to use this form, then a form must be provided together with an invoice when claiming the grant payment.

\*(<http://www.taxreform.ato.gov.au/>)

(e) With regard to *Recipient Created Tax Invoices*, the Parties agree that:

- (i) The *Recipient* can issue tax invoices in respect of the *supplies*;
- (ii) The *Supplier* will not issue tax invoices in respect of the *supplies*;
- (iii) The *Supplier* acknowledges that it is registered for *GST* when it lodges this application and that it will notify the recipient if it ceases to be registered;
- (iv) The *Recipient* acknowledges that it is registered when it lodges this application and that it will notify the recipient if it ceases to be registered for the *GST* or if it ceases to satisfy any of the requirements of the Commissioner's determination of the classes of invoices that recipients may issue; and
- (v) The *Recipient* must not issue a document that would otherwise be a *Recipient Created Tax Invoice*, on or after that date when the *Recipient* or the *Supplier* has failed to comply with any of the requirements of the Commissioner's determination of the classes of invoices that Recipients may issue.

ATTACHMENT

## 9. RELATIONSHIP

The Parties acknowledge and agree that nothing in this Agreement may be construed to make either of them a partner, agent, employee or joint venturer of the other.

## 10. NOTICES

### 10.1 Notices

A Notice that may or must be given in connection with this Agreement:

- (a) must be in writing;
- (b) may be given by an authorised officer of either Party; and
- (c) must be:
  - (i) sent by prepaid ordinary post to, or left at the address of, the addressee at the address set out in clause 10.4;
  - (ii) sent by facsimile to the facsimile number of the addressee set out in clause 10.4; or
  - (iii) sent by email to the email address set out in clause 10.4.

## **10.2 Notices**

A Notice takes effect from the time it is received, unless a later time is specified in the Notice. For the purposes of this clause 10, a letter or facsimile is taken to be received:

- (a) in the case of a letter sent by post, on the third Business Day after posting;
- (b) in the case of a facsimile, on production of a transmission report from the facsimile machine from which the Notice or communication was sent which shows that the entire facsimile was sent to the facsimile number of the addressee set out in clause 10.4; and
- (c) in the case of email, at the time of transmission.

## **10.3 Receipt of Notices**

A Notice which is received after 5.00pm on a day is taken to be received on the next Business Day after that day.

## **10.4 Address for Service**

The Parties' addresses for service are as follows:

- (a) **CITS:**  
Department of Creative Industries, Tourism and Sport  
246 Vincent Street LEEDERVILLE WA 6007  
PO Box 8849, Perth Business Centre WA 6849  
[csaff@CITS.wa.gov.au](mailto:csaff@CITS.wa.gov.au)
- (b) **Recipient:**  
Shire of Wyalkatchem  
PO Box 224  
WYALKATCHEM WA 6485

## **11. WAIVER**

- (a) No Right under this Agreement shall be deemed to be waived except by Notice signed by each Party.
- (b) A waiver by either Party pursuant to this clause 11 will not prejudice that Party's Rights in respect of any subsequent breach of this Agreement by the other Party.
- (c) Any failure by either Party to enforce any Rights under this Agreement, or any forbearance, delay or indulgence granted by one Party to the other Party will not be construed as a waiver of Rights under this Agreement.

## **12. PARTIES' RIGHTS**

A Party may exercise a Right at its discretion, and separately or concurrently with another Right. A single or partial exercise of a right by a Party does not prevent a further exercise of that or an exercise of any other Right. Failure by a Party to exercise or delay in exercising a Right does not prevent its exercise.

**13. REMEDIES**

The Rights provided in this Agreement are cumulative with and not exclusive of the Rights provided by law or available in equity independently of this Agreement.

**14. ENTIRE AGREEMENT**

This Agreement constitutes the full and complete understanding between the Parties in relation to its subject matter and supersedes all prior negotiations, understandings and agreements with respect thereto.

**15. SUPERVENING LEGISLATION**

Any present or future legislation which operates to vary an obligation or Right of a Party or any person in connection with this Agreement is excluded except to the extent that its exclusion is prohibited or rendered ineffective at law.

**16. GOVERNING LAW AND JURISDICTION**

This Agreement is governed by the laws in force in Western Australia. Each Party irrevocably submits unconditionally to the non-exclusive jurisdiction of the Courts of Western Australia and of all Courts competent to hear appeals therefrom in relation to any legal action, suit or proceeding arising out of or with respect to this Agreement.

**17. CHILD SAFEGUARDING**

If any part of the Project involves "child-related work" (as that term is defined in section 6 of the Working with Children (Screening) Act 2004 ("the Act")) then:

all Personnel who will undertake "child-related work" must provide to the Recipient an assessment notice under section 12 of the Act before they commence work on the Project; and the Recipient must otherwise at all times comply, and ensure that all Personnel comply, with the provisions of the Act. A breach of this clause will be deemed an Event of Default which cannot be remedied.

**ATTACHMENT**

## **SCHEDULE 1**

### **1. Name and address of Organisation:**

Shire of Wyalkatchem (ABN 47096937882) of  
PO Box 224  
WYALKATCHEM WA 6485

### **2. Description of Project:**

construction of cricket practice wicket and nets at the Wyalkatchem Sport and Recreation ground

### **3. Grant and method of payment:**

#### **3.1 Total Grant**

Subject to clause 3.1(d) of the Agreement, the Total Grant value is: \$32,680 to be paid in the 2025/26 financial year.

#### **3.2 Payment of Grant**

Full payment will be made upon evidence of project commencement (e.g. construction contract signed, deposit paid etc).

At the completion of the Project and prior to the Grant End Date, a completed, signed claim form (attached) must be provided with evidence satisfactory to CITS that eligible Project expenditure in accordance with this Agreement has reached 100% of the Final Eligible Project Cost and evidence satisfactory to CITS the Project has been completed.

### **4. Grant End Date:**

15 June 2026

### **5. Estimated Project Cost:**

\$65,359

### **6. Term**

The Term of the Agreement is five (5) years from the Commencement Date.

## 7. Milestones and dates for achievement:

Task	Date
Attainment of Council approvals	
Preparation of tender/quotes for the major works contract	
Issuing of tender for major works	
Signing of major works contract (Full Claim)	
Site works commence	
Construction of Project starts	
Project 50% complete	
Project completed in accordance with this Agreement	

## 8. Stipulated Percentage:

50 per cent (%)

**ATTACHMENT**

## 9. Special Conditions:

- The Project must be completed in accordance with the Application unless otherwise expressly stated in this Agreement.
- A written Project update must be provided to CITS upon request, including updated Project milestones and expected completion dates.
- Volunteer Labour and Donated Materials may not be claimed in excess of the amounts listed in the application unless expressly approved by CITS prior to works being undertaken.
- Should any State or Federal Government funding (including Lotterywest) be secured by the Recipient for the purposes of the Project other than that listed in the Application, it must be disclosed to the Department within ten (10) business days.
- In the event the Recipient undertakes the installation of a synthetic surface and/or a re-surfacing project must create an Asset Replacement Fund for the replacement/s of the playing surface by 15 June in the year in which the grant is offered.

$$\text{Annual amount} = \frac{\text{cost of resurfacing (plus cost escalation)}}{\text{life of surface}}$$

- The Recipient in undertaking the lighting component of the Project must:
  - ensure the project complies with the relevant Australian Standard/s;
  - make provision for the cost of a power supply upgrade if required. If an upgrade is required but no provision was made the Grant will be immediately withdrawn; and
  - complete public consultation, as required by the relevant local government authority.

# ATTACHMENT



## **SCHEDULE 2**

### **Grant Acknowledgment Requirements**

The WA Government provides significant funding through election commitments, grants and to infrastructure projects.

In receipt of funding, organisations must acknowledge this contribution appropriately.

There are a number of ways funding can be acknowledged. These include, but are not limited to:

#### **During Construction Signage**

Any signage erected promoting the project or informing the public must include the PlayOn WA logo and acknowledge this contribution. Signage should be sent to CITS for approval to [commsapprovals@cits.wa.gov.au](mailto:commsapprovals@cits.wa.gov.au) prior to being erected.

#### **Signage After Project Completion**

A WA Government funded organisation may choose to provide signage or a plaque upon project completion. If so, the PlayOn WA logo should be included and be approved prior to installation. Any signage should be displayed in a prominent place for at least 3 years.

#### **Assistance to CITS**

**ATTACHMENT**

The funded organisation must provide reasonable assistance to CITS to enable research, evaluation, or promotion of the project.

#### **Events and Official Openings**

The responsible Minister, or delegated representative, must be given the opportunity to attend any official sod turning, smoking ceremony, opening or media opportunities related to a project.

As these opportunities arise, CITS will liaise with the relevant Minister's office, who may also extend invitations to local MPs, or other Ministers if relevant.

The Minister, or delegated representative, must be provided the opportunity to make a speech (if appropriate) and take part in any official procedures.

#### **Verbal Acknowledgement**

The WA Government will be acknowledged as a major supporter of the project in speeches, interviews and public announcements.

## Written Acknowledgement

The WA Government must be acknowledged in all public material developed in relation to the funded project.

Acknowledgement must be:

- This project is part of the WA Government's PlayOn WA, an exciting initiative to deliver 2,030 community infrastructure items across WA by 2030.

## Logo

The PlayOn WA logo must be included on all print material as agreed with and approved by CITS including but not limited to:

- facility opening and events
- promotional material including social and digital recognition
- brochures/flyers/posters
- certificates/awards
- newsletters
- presentations
- website.

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The PlayOn WA logo can be obtained from the CITS [website](#).

Approval for use of the logo should be sent to [commsapprovals@cits.wa.gov.au](mailto:commsapprovals@cits.wa.gov.au) prior to publishing.

Note: The size and positioning of the PlayOn WA logo on all print material must reflect CITS as a major supporter.

## Media

All media opportunities should be offered to the responsible Minister in the first instance. Contact the CITS Communications Team at [commsapprovals@cits.wa.gov.au](mailto:commsapprovals@cits.wa.gov.au) to discuss the media and promotional opportunities.

All media releases and promotional opportunities, including social media posts should be sent to CITS for approval prior to being released.

All media releases related to the funded project must acknowledge the WA Government as a supporter as per written acknowledgement above.

The funded organisation should endeavour to gain pictorial, written and/or verbal acknowledgement for the WA Government in all print and electronic media opportunities.

## Social Media

If you would like to tag the WA Government in your funding acknowledgement on social media, please use the following accounts. Posts on social media should acknowledge the WA Government funding rather than individual departments.

You can also include the following hashtags at the bottom of your posts:

**#PlayOnWA #2030by2030 #sportforall #thrivingcommunities**

- **Facebook**  
@wagovernment

- **Instagram**  
@wagovernment  
  
@CITS\_WA

- **LinkedIn**  
@Department of Creative Industries, Tourism and Sport

## Other **ATTACHMENT**

Other opportunities for CITS acknowledgement agreed between CITS and the funded organisation.

### **SCHEDULE 3**

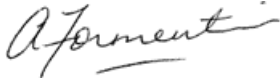
The Grant may not be used for:

- A Project that commenced prior to the Minister for Sport and Recreation announcing the Grant.
- Development of privately owned facilities.
- Arts, music, craft and non-physical recreation facilities.
- Facilities considered to be a full State government responsibility proposed by either government departments, schools or parents and citizen associations, unless there is demonstrated community sporting and recreation need/benefit commensurate with the funding request.
- Recurring maintenance or operating costs of existing facilities.
- Purchase of land, landscaping, carparks and access roads.
- Stand alone playgrounds.
- Bikeways or pathways acting as transport routes.
- Non land-based facilities, e.g. boat launching ramps, ocean pools and marinas.
- Non-fixed equipment.
- Fixed sports specific equipment (e.g. electronic targets).
- Facilities or fixtures for the express purpose of serving alcohol.
- Projects that do not meet the relevant Australian Standards.
- Projects that have already received a CSRFF grant and are seeking an additional grant to meet cost increases.
- Projects that have State government funding in excess of 66.66% of the Estimated Project Cost.
- Local government overheads, project administration and project management (unless expressly approved in Schedule 1 of this Agreement)

**ATTACHMENT**

**EXECUTED** as an agreement

Approved for and on behalf of the  
**State of Western Australia** by  
**Audrey Formentin, Executive Director  
Infrastructure Programs**  
**Infrastructure**, the Department of Creative  
Industries, Tourism and Sport



---

Date 01/10/2025

Signed for and on behalf of the  
**Shire of Wyalkatchem** by

(Name and position)

**ATTACHMENT**

(Signed)

in the presence of :

---

(Witness Sign)

---

(Witness name and position)

---

Date

## Community Sporting and Recreation Facilities Fund (CSRFF)

### Grantee Claim Form (Organisation)

Grant No	GR-04-00001024		
Organisation	Shire of Wyalkatchem		
ABN	47096937882		
Project	construction of cricket practice wicket and nets at the Wyalkatchem Sport and Recreation ground		
Grant offered	\$32,680		
Year of funding	2025/26	GST registered	Yes <input type="checkbox"/> No <input type="checkbox"/>

Project construction completed to date	%
CSRFF grant claimed to date (ex GST)	
Estimated total project cost at time of application (ex GST)	\$65,359
1. Total project expenditure – To date (ex GST)	\$
2. Total in-kind - to date	\$
3. Total project cost – to date (1+2 – ex GST)	\$
<b>Amount to be claimed</b>	<b>\$</b>

**ATTACHMENT**

#### I certify that:

1.	This is a true and accurate representation of the financial expenditure in relation to the project.
2.	State Government funding does not exceed two thirds of the total eligible project cost.
3.	This project is/was completed in accordance with the grant agreement.
4.	The State Government will be recognised as per the agreement for the contribution to this project.
5.	I understand that this claim may be subject of a random audit.

Name of authorised officer		Signature	
Position		Date	

**Please complete the Itemised Statement of Expenditure and Schedule of Voluntary Labour and/or Donated Materials (if applicable), have it signed by an authorised officer and attach documentation showing proof of payment. When completed, please forward this form to your LGA for endorsement.**

#### To be completed by the local government authority

I confirm to the best of my knowledge that the above project has been undertaken and that it conforms to all building codes, industry standards, government regulations and local by-laws.

Name of authorised officer		Signature	
Position		Date	

## Statement of Expenditure

(if insufficient space, please add attachments using the same format)

# ATTACHMENT

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## Community Sporting and Recreation Facilities Fund (CSRFF)

## Schedule of Donated Materials

Grant No	<b>GR-04-00001024</b>
Organisation	<b>Shire of Wyalkatchem</b>

**To be completed by the grantee**

(if insufficient space, please add attachments using the same format)

[illegible]

I certify the above donated materials were supplied as noted to a total value of \$.....

Name of authorised officer		Signature	
Position		Date	

**To be completed by the local government authority (if applicable)**

I certify the above donated materials were supplied and reflect the nature of the work / tasks undertaken.

Name of authorised officer		Signature	
Position		Date	

## Community Sporting and Recreation Facilities Fund (CSRFF)

### Schedule of Voluntary Labour

Grant No	GR-04-00001024
Organisation	Shire of Wyalkatchem

#### To be completed by the grantee

Volunteer labour rates are calculated as follows:

- \$25 per hour for unskilled labour
- \$40 per hour for skilled labour
- \$60 per hour for professional labour

Date	Name of Volunteer	Purpose	Rate	Hours	Total
			<b>Total</b>	\$	

**ATTACHMENT**

I certify the above voluntary labour was worked by volunteers at the rates and hours as indicated above to a total value of \$.....

Name of authorised officer		Signature	
Position		Date	

#### To be completed by the local government authority (if applicable)

I certify the above donated materials were supplied and reflect the nature of the work / tasks undertaken.

Name of authorised officer		Signature	
Position		Date	



## CSRFF MONTHLY REPORT

APPLICANT	Shire of Wyalkatchem
Project Description	construction of cricket practice wicket and nets at the Wyalkatchem Sport and Recreation ground
Grant Number	GR-04-00001024
Contact name	
Email	
REPORT MONTH	

### Please complete all sections:

Percentage of Project Completed	%
Current Project Expenditure (ex GST):	\$
Date of first claim (project commenced)	
Date of final claim (project 100% complete)	

### LAST MONTH PROGRESS

# ATTACHMENT

### ACTION / CONSTRUCTION **THIS** MONTH

### ACTION / CONSTRUCTION SCHEDULED FOR **NEXT** MONTH

### ANY ISSUES OR PROBLEMS?

Signature	
Date	

**Project: To relocate and replace the wickets at the Wyalkatchem Recreation Centre**

The **COMMUNITY SPORTING AND RECREATION FACILITIES FUND**, Small Grant program will fund up to 50% of a project in 2025. Submission date 31/03/2025.

The aims of this funding are to increase sport and recreation in local communities.

As the last sports club in the Shire, the West Yorkrakine Cricket Club approached Council to assist with relocating and replacing the practice wickets, nets and turf. Since the nets were removed in 2023, they have not been replaced due to their poor condition.

In 2023 the club applied for funding but were unsuccessful due to a lack of club funds and inaccuracies in the application.

In 2025, with Council as the main applicant and input from the Club, the application stands a much better chance of success. See Draft application for detail.

**Summary of Project Costs**

The overall project will cost **\$ 65,359 made up of**

Real material costs	\$ 44,798	<ul style="list-style-type: none"> <li>Concrete for 2 new wickets. (supply and lay)</li> <li>Synthetic Turf (supply only)</li> <li>Nets, structure and rubber (supply only)</li> </ul>
Labour, equipment	\$ 20,561	Mostly undertaken by the cricket club and Council in-kind support with machinery and staff.

Funding the project will come from three sources

Funding sources			
CSRFF Small Grant Funding	50%	\$32,679	
West Yorkrakine Cricket Club	20%	\$ 13,174	a mixture of cash and in-kind through <ul style="list-style-type: none"> <li>Labour</li> <li>Donations</li> <li>Cash</li> </ul>
Council	30%	\$ 19,505	a mixture of cash and in-kind through <ul style="list-style-type: none"> <li>Machinery</li> <li>Staff</li> <li>Cash</li> </ul> The majority of this will be in-kind – approx. \$ 10,873. Cash \$ 8,632

The total commitment from the Shire (Council and Club) is \$ 32,679 which matches the 50% CSRFF funding.

**Note:** To be eligible for funding, an extract from the Council meeting, noting the project has been endorsed and the funding has committed too. A copy of this needs to be attached to the application.

### 10.3.5. CHANGE IN ORDINARY MEETING DATE – FEBRUARY 2026

Applicant:	Not Applicable
Location:	Whole of District
Date:	13 November 2025
Reporting Officer:	Ian McCabe, Acting Chief Executive Officer
Disclosure of Interest:	No interest to declare
File Number:	13.05
Attachment Reference:	NIL

### VOTING REQUIREMENT

Simple Majority

### OFFICER'S RECOMMENDATION

That Council:

1. Approve that the ordinary meeting of February 2026 to occur 4pm Thursday 26 February 2026; and,
2. Request the Acting CEO to arrange local public notice as required by section 1.7 of the Local Government Act 1995.

### BACKGROUND

Council has approved meeting dates for 2026. The February meeting is currently set for Thursday 19 February. The Great Eastern Country Zone of WALGA (West Australian Local Government Association) has resolved to provide training to elected members which conflicts with the set date in February 2026.

### COMMENT

On 27 June 2019, changes to the Local Government Act 1995 were passed by Parliament which require all council members to undertake training within the first 12 months of being elected. The changes have been introduced in recognition of the unique and challenging role that council members have. The training course, Council Member Essentials, has been developed to provide council members with the skills and knowledge to perform their role as leaders in their district.

The training includes:

- Understanding local government
- Serving on council
- Meeting procedures
- Conflicts of interest
- Understanding of financial reports and budgets

All council members have to complete the Council Member Essentials course unless, in the previous five years, they have passed the Diploma of Local Government 52756WA (Elected Member) or the course titled LGASS00002 Elected Member Skill Set.

It is noted that some elected members are close to the five-year requirement.

Legislation and best practice will change over time, and should an elected member repeat any training, this allows for both a refresh of the principles as well as provide updates on aspects that have changed.

The WALGA zone will be making all five modules available in-person, February and March of 2026. There is a conflict with the ordinary meeting of Thursday 19 February. WALGA has advised it is advisable to move the meeting to maximise the opportunity for attendance.

This item recommends the ordinary meeting be moved to a date one week later.

### **STATUTORY ENVIRONMENT**

Local Government Act 1995

### **POLICY IMPLICATIONS**

Policy 6.4 Elected Member Training and Development is relevant to this report.

### **FINANCIAL IMPLICATIONS**

This item has no direct financial implications. Should there be additional expense this will be addressed in the budget review process in early 2026.

### **RISK IMPLICATIONS**

There is no direct risk implication to this report. Risk is the effect of uncertainty on business decisions. It is highly likely that uncertainty in business (and strategic) decisions will be reduced with increased elected member training and development.

### **COMMUNITY AND STRATEGIC OBJECTIVES**

Goal 11: High standard of governance.

### 10.3.6. POOL MANAGEMENT CONTRACT

Applicant:	Not Applicable
Location:	Whole of District
Date:	13 November 2025
Reporting Officer:	Ian McCabe, Acting Chief Executive Officer
Disclosure of Interest:	No interest to declare
File Number:	12.24
Attachment Reference:	<b>All Attachments are confidential, commercial in confidence:</b> 1. Tender advert RFT – 03-23.24; 2. Tender submission 2024/25, Contract Aquatics; 3. Draft agreement; 4. Purchase order 4481 (for information only).

### VOTING REQUIREMENT

Absolute Majority

### OFFICER'S RECOMMENDATION

That Council:

1. Accept the tender from Contract Aquatics to manage and operate the Wyalkatchem Memorial Swimming Pool, as per the submission at attachment 2; and,
2. Authorise that an Agreement be formed with XAV Pty Ltd, trading as Contract Aquatics, for a period of two years (season 2025/26 and season 2026/27), commencing 1 November 2025, with additional hours as required at the direction of the Acting CEO; and,
3. Authorise the Acting CEO to advise XAV Pty Ltd of the outcome, prepare an agreement, as per attachment 3, and sight insurance and other accreditation as may be required; and,
4. With the President, the Acting CEO is to execute an agreement on behalf of Council, signing and affixing the common seal; and,
5. Acknowledges that the management and operation of the Wyalkatchem Memorial Swimming Pool during season 2024/25 was conducted by Contract Aquatics, under the auspices of Civistruct Australia Pty Ltd, and asserts that the new agreement is formed to the exclusion of that company.
6. Should any agreement vary materially from the draft provided, that the matter be returned to council for endorsement.

### BACKGROUND

Contract Aquatics has been managing and operating the Wyalkatchem Memorial Swimming Pool for more than a decade. A tender was let in March 2024 to manage and operate the Wyalkatchem Memorial Swimming Pool. The incumbent supplier did not submit and there were no responses. As is permissible by regulations, the supplier was invited to tender.



## **COMMENT**

Contract Aquatics has been managing and operating the Wyalkatchem Memorial Swimming Pool for more than a decade. A tender was let in March 2024 (number 03-23-24) to manage and operate the Wyalkatchem Memorial Swimming Pool. That Request for Tender was for a period of three years with an option for a further two years.

A tender (not quotes) was required because the anticipated expenditure for a term of three years would be in excess of the legislative limits within the Local Government (Functions and General) Regulations 1996. All tenders of this quantum are subject to council decision.

The incumbent supplier did not submit and there were no responses. As is permissible by regulation, the supplier was invited to provide a tender. Due to the nature of supply and industry and the location of operation, there is a genuine case for sole source of supply.

The submission was for a period of three years, with a further two years as an option, and is therefore likely to exceed the requirements of regulations. Despite this, there does not appear to be a council resolution or contract. A purchase order was prepared by the CEO for the 2024/25 season and signed 15 November 2024 but was not associated with the tender and as asserted above, not subjected to council review.

In the interim, the company has restructured. This is a process referred to as novation, which transfers all rights and obligations to the new entity. The same officers are associated with the trading name and operation. To that end, operations are not impacted.

Novation is a legal convenience for the operators to manage their statutory obligations (whether taxation or otherwise). Given there is no commercial agreement in place, and the local government requires council's support to form an agreement, the Acting CEO has withheld payments to the new entity. This item explicitly excludes the prior entity (because that year has passed) and seeks council approval to award the tender for a limited period; to form a new agreement to govern the commercial arrangements and local creditor arrangements.

It is the advice of the Acting CEO that a new tender process be commenced in early 2027 and that the current operator be invited to submit a tender.

A draft agreement is attached.

## **STATUTORY ENVIRONMENT**

Local Government Act 1995

## **POLICY IMPLICATIONS**

There is no directly relevant policy to this item.

## **FINANCIAL IMPLICATIONS**

This item has no direct financial implications.

**RISK IMPLICATIONS**

This item has been prepared to reduce risk to council and the local government. Elected members have been provided with confidential advice by the Acting CEO in respect of this item.

**COMMUNITY AND STRATEGIC OBJECTIVES**

Goal 11: High standard of governance.

### **10.3.7. ELECTED MEMBER TRAINING AND DEVELOPMENT POLICY**

Applicant:	Not Applicable
Location:	Whole of District
Date:	13 November 2025
Reporting Officer:	Ian McCabe, Acting Chief Executive Officer
Disclosure of Interest:	The author has no interest to declare
File Number:	13.05.01
Attachment Reference:	NIL

### **VOTING REQUIREMENT**

Simple Majority

### **OFFICER'S RECOMMENDATION**

That Council:

1. Request the Acting Chief Executive Officer review policies 6.4 and 6.5 (elected member training and development) and present any draft amendments to the ordinary meeting of 18 December 2025; and,
2. Authorise the reimbursement to Cr Stratford of half the amount of tuition fees for the WALGA Diploma of Local Government – Elected Member, being \$5,085 in total; it is noted that if reimbursed by instalment this may be across the financial years 2025/26 and 2026/27.

### **BACKGROUND**

The Shire of Wyalkatchem is committed to the continued professional development of elected members. This enhances the capability of council and supports the good governance of the local government. The current policies require review and this item requests council support for this action.

Additionally, an elected member has been awarded a significant scholarship to complete a Diploma in Local Government. The current policy precludes acceptance of the scholarship and enrolment as the individual allocation methodology presents a barrier to participation. This item request approval for reimbursement of one-half of the tuition fees.

It should be noted that training and development is a statutory requirement of elected members, and the local government has a duty to equip councillors to perform their duties within the means available.

### **COMMENT**

The Shire of Wyalkatchem has two policies directly relevant to elected member training and development: 6.4 Elected Member Training and Development; and 6.5 Elected Member Training ' & ' (sic) Travel. Policy 6.4 is for the improvement of a councillor's knowledge, skill and capabilities; policy 6.5 reaffirms these aspects but also refers to representation of the shire in respect of travel. It is recommended these be reviewed and re-presented for approval.

From a policy perspective, there should be improved alignment with the purpose and key plans of the organisation.

The current application of policy is that a fixed allocation is made for each councillor per annum (currently \$2,000). It would be more appropriate to remove the fixed dollar allocation from the policy and make appropriations for specific purposes in the budget process. In this way, all requirements of the organisation are considered in a budget context and appropriate prioritisation applied. As is similar to staff members having a training and development plan that aligns with organisational need and is resourced through the budget, the training and development of elected members would also be considered in its alignment to the purposes of the local government, the availability of resources and the timing required to deliver on strategic objectives.

A specific allocation for an elected member could still be made, by agreement, as part of this budget process. Equally, a global amount for the council group could be allocated for the financial year with likely activities identified and costed.

Ideally, with organisational plans developed and risk areas identified, council will be able to align training activities with strategic planning requirements. For example, an upcoming review of the local planning scheme would present an opportunity for training and development related to land management and town planning.

Equally, there should be no curtailment of the opportunity to complete suitable qualifications. The West Australian Local Government Association (WALGA) provides a range of courses as well as the Diploma of Local Government to equip councillors with accredited training that prepares them for a governance career. Should an elected member be prepared to invest the time and will then apply the skills acquired, the local government should maximise the opportunity to leverage those skills.

Another issue with the application of the current policies is the fact that the majority of funds are expended in conference fees when attending the WALGA conference. The development of skills, as opposed to networking and other aspects of conferences are diminishing at this particular event. It is recommended that specific consideration of attendance and allocation is considered in the budget process, separate to any training and development budget.

## **STATUTORY ENVIRONMENT**

Local Government Act 1995

## **POLICY IMPLICATIONS**

Policies 6.4 and 6.5

## **FINANCIAL IMPLICATIONS**

This expenditure can be accommodated within current budget allocations at this time.

## **RISK IMPLICATIONS**

Risk is the effect of uncertainty on business decisions; this item will reduce uncertainty by developing skills and resilience.

## **COMMUNITY AND STRATEGIC OBJECTIVES**

All areas of the Strategic Community Plan are relevant to this report.

**11. PLANNING AND BUILDING**

**12. MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN**

**13. QUESTIONS BY MEMBERS OF WHICH DUE NOTICE HAS BEEN GIVEN**

**14. URGENT BUSINESS APPROVED BY THE PERSON PRESIDING OR BY DECISION**

**15. MATTERS BEHIND CLOSED DOORS**

**16. CLOSURE OF THE MEETING**