



AGENDA

ORDINARY COUNCIL MEETING



18 December 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 18 December 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

ORDER OF EVENTS

Thursday, 18 December 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

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 – 20 November 2025

Minutes of the Shire of Wyalkatchem Ordinary Meeting held on Thursday
20 November 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 20 November 2025 (Attachment 7.1.1) be confirmed as a true and
correct record.*



**MINUTES
OF THE
ORDINARY MEETING
OF COUNCIL
HELD ON
20 November 2025**

Council Chambers

Honour Avenue

Wyalkatchem

Commencement: 4:04pm

Closure: 5:00pm

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 November 2025.



Ian McCabe
Acting Chief Executive Officer

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1. DECLARATION OF OPENING

The Presiding Member, Cr Petchell declared the meeting open at 4:04pm.

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

Public Question Time opened at 4:09pm.

Sheryl Wood asked a question regarding the aesthetics of the community and verges. The Acting CEO responded that verges are generally the responsibility of the ratepayer and that a Verge Policy would be developed for Council consideration. It was also noted that warnings had been given to ratepayers that hadn't reduced fuel loads on their property and these will be re-inspected in coming weeks.

2.3. Declaration of Public Question Time closed

Public Question Time closed at 4:13pm.

3. ATTENDANCE, APOLOGIES, LEAVE OF ABSENCE

3.1. Attendance

Cr Christy Petchell	President and Presiding Member
Cr Mischa Stratford	Deputy President
Cr Christopher Loton	via TEAMS, authorised by the President, regulation 14C (2) (a) (iii) Local Government (Administration) Regulations 1996
Cr Tracy Dickson	
Cr Rod Lawson Kerr	
Cr Justin Begley	
Cr Stephen Gamble	
Ian McCabe	Acting Chief Executive Officer
Claire Trenorden	Manager Corporate Services
Aldo Lamas	Manager Works

3.2. Visitors

Sheryl Wood

3.3. Apologies

Nil

3.4. Approved Leave of Absence

Nil

3.5. Applications for Leave of Absence

Nil

4. OBITUARIES

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

Miriam Fairclough (nee Holdsworth)

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

Cr Stratford declared a financial interest in item 10.3.7

6.2. Impartiality Interests

Cr Stratford declared an impartiality interest in item 10.3.2

7. CONFIRMATION AND RECEIPT OF MINUTES

7.1. Confirmation of Minutes

COUNCIL RESOLUTION:

(138/2025) Moved: Cr Stratford Seconded: Cr Begley

That Council move items 7.1.1 to 7.1.4 Confirmation and Receipt of Minutes en bloc.

CARRIED 7/0

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

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

***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.***

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

***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.***

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

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.

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

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.

7.2. Receipt of Minutes

Nil

8. ANNOUNCEMENTS BY THE PRESIDING MEMBER WITHOUT DISCUSSION

Cr Petchell congratulated Cr Loton and Cr Lawson Kerr on their successful re-election, Cr Gamble on his successful election to Council and Cr Stratford for appointment as Deputy President.

Cr Petchell met with Jill Lees, Principal of Wyalkatchem District High School, to discuss the Shire and the school working together next year. She felt it was an extremely positive meeting and is looking forward to working together. Mrs Lees extended an invitation to all of Council and community to join them at the school presentation evening on 16 December 2025 at 6pm.

Cr Petchell mentioned Cuppa with a Councillor is next Tuesday 25 November 2025 at 10:30am and we're looking forward to hosting community members in Chambers. Everyone is welcome to attend.

Cr Petchell thanked all staff for their hard work and effort over the past few months, it's extremely evident in this agenda at how busy you have been. It is greatly appreciated.

9. MATTERS FOR WHICH THE MEETING MAY BE CLOSED

Nil

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

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.

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

VOTING REQUIREMENT

Simple Majority

OFFICER RECOMMENDATION/COUNCIL RESOLUTION:

(139/2025) Moved: Cr Lawson Kerr Seconded: Cr Begley

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.***

CARRIED 7/0

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

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 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 – September 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 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.

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VOTING REQUIREMENT

Simple Majority

OFFICER RECOMMENDATION/COUNCIL RESOLUTION:

(140/2025) Moved: Cr Stratford Seconded: Cr Gamble

***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).***

CARRIED 7/0

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

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

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.

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

VOTING REQUIREMENT

Simple Majority

OFFICER RECOMMENDATION/COUNCIL RESOLUTION:

(141/2025) Moved: Cr Lawson Kerr

Seconded: Cr Stratford

That Council accepts the Statements of Financial Activity for the month ending 31 October 2025 (refer attachment 10.1.3).

CARRIED 7/0

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

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

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 400m² 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.

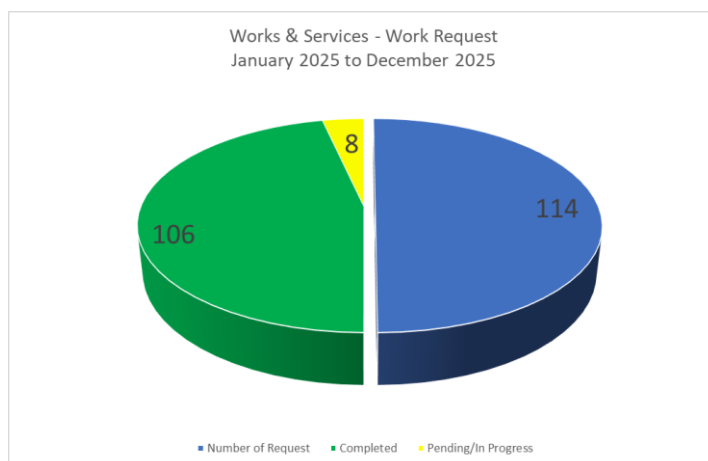
[Refer to Photographs in Attachment C](#)

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.

Pillar 1 Economy	Statement of Strategic Outcome: 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.
Goal No.	GOAL 1. 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
Pillar 2 Community	Statement of Strategic Outcome: 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.
Goal No.	GOAL 5. A safe and healthy community for all ages
5.9	Upgrade facilities and equipment at the Wyalkatchem Swimming Pool

VOTING REQUIREMENT

Simple Majority

OFFICER RECOMMENDATION/COUNCIL RESOLUTION:

(142/2025) Moved: Cr Stratford Seconded: Cr Begley

That Council receives the Works Officer's report.

CARRIED 7/0

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

Attachment B



Photo: Wyalkatchem North Rod SLK 6.91 to 8.40 (Regional Road Group)



Photo: Davies Rd SLK 20.47 - Culvert Replacement (Roads to Recovery)



Photo: Lindsay Street



Photo: Thurston Street



Photo: Thurston Street





Photo: Refuse Site – New Cell Excavation





Photo: Honour Avenue and Flint Street – Footpath Works

Attachment C

Before



After



Photo: St John Transfer Station

Before



After



Photo: Swimming Pool Pump Station

Before



After



Photo: Swimming Pool Palm Trees & Memorial Hall



Photo: Korrelocking Hall



Photo: Kids Pool Area Shade



Photo: Tree Pruning Laneways

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

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

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

VOTING REQUIREMENT

Simple Majority

OFFICER RECOMMENDATION/COUNCIL RESOLUTION:

(143/2025) Moved: Cr Stratford

Seconded: Cr Lawson Kerr

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:***
 - *Improve pedestrian and cyclist safety*
 - *Enhance connectivity between key destinations*
 - *Promote healthy, active lifestyles*
 - *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.***

CARRIED 7/0

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

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

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.

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

VOTING REQUIREMENT

Absolute Majority

OFFICER RECOMMENDATION/COUNCIL RESOLUTION:

(144/2025) Moved: Cr Begley

Seconded: Cr Gamble

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.*

CARRIED 7/0

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

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

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 Ali'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.

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

VOTING REQUIREMENT

Absolute Majority

OFFICER RECOMMENDATION/COUNCIL RESOLUTION:

(145/2025) Moved: Cr Begley

Seconded: Cr Stratford

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 \$180,000 for Cunderdin-Wyalkatchem Rd, Wyalkatchem WA - SLK 3.00 to 5.00 Road Reconstruction.*

CARRIED 7/0

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

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

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 councillors Tom Davies and Coral Ryan 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.

VOTING REQUIREMENT

Simple Majority

OFFICER RECOMMENDATION/COUNCIL RESOLUTION:

(146/2025) Moved: Cr Stratford

Seconded: Cr Dickson

That Council:

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

CARRIED 7/0

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

Cr Stratford declared an impartiality interest in item 10.3.2

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. 2. Confidential Attachment: CEO Report May 2024

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.

VOTING REQUIREMENT

Simple Majority

OFFICER RECOMMENDATION/COUNCIL RESOLUTION:

(147/2025) Moved: Cr Dickson

Seconded: Cr Gamble

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.***

CARRIED 7/0

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

Cr Stratford exited the meeting at 4:47pm

Cr Stratford re-entered the meeting at 4:48pm

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.

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.

VOTING REQUIREMENT

Absolute Majority

OFFICER RECOMMENDATION/COUNCIL RESOLUTION:

(148/2025) Moved: Cr Begley

Seconded: Cr Lawson Kerr

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.**

CARRIED 7/0

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

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).

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.

VOTING REQUIREMENT

Absolute Majority

OFFICER RECOMMENDATION/COUNCIL RESOLUTION:

(149/2025) Moved: Cr Dickson

Seconded: Cr Begley

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.**

CARRIED 7/0

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

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

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.

VOTING REQUIREMENT

Simple Majority

OFFICER RECOMMENDATION/COUNCIL RESOLUTION:

(150/2025) Moved: Cr Lawson Kerr

Seconded: Cr Loton

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.*

CARRIED 7/0

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

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:	All Attachments are confidential, commercial in confidence: 1. Tender advert RFT – 03-23.24; 2. Tender submission 2024/25, Contract Aquatics; 3. Draft agreement; 4. Purchase order 4481 (for information only).

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.

VOTING REQUIREMENT

Absolute Majority

OFFICER RECOMMENDATION/COUNCIL RESOLUTION:

(151/2025) Moved: Cr Stratford

Seconded: Cr Lawson Kerr

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.***

CARRIED 7/0

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

Cr Stratford declared a financial interest in item 10.3.7

Cr Stratford exited the meeting at 4:56pm

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

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.

VOTING REQUIREMENT

Simple Majority

OFFICER RECOMMENDATION/COUNCIL RESOLUTION:

(152/2025) Moved: Cr Dickson

Seconded: Cr Gamble

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.**

CARRIED 6/0

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

Cr Stratford re-entered the meeting at 4:58pm

COUNCIL RESOLUTION:

(153/2025) Moved: Cr Begley
That Council receive the late item.

Seconded: Cr Lawson Kerr

CARRIED 7/0

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

**10.2.5 WORKS OFFICER'S REQUEST FOR ITEM INCLUSION IN 2025-26 FEES &
CHARGES**

Applicant:	Shire of Wyalkatchem
Location:	Shire of Wyalkatchem
Date:	17 November 2025
Reporting Officer:	Aldo Lamas – Works Manager
Disclosure of Interest:	No interest to disclose
File Number:	
Attachment Reference:	Nil

PURPOSE

To seek Council approval to incorporate scaffolding hire rates into the Shire's Fees and Charges schedule for the 2025/26 financial year.

BACKGROUND

Currently, the Shire's Fees and Charges schedule does not include specific rates for scaffolding hire.

PROPOSAL

That Council adopt a standard scaffolding hire rate to ensure transparency, consistency, and equitable cost recovery. The proposed rates are inclusive of equipment hire only.

Proposed Fees and Charges (Scaffolding):

Item	Unit	Rate (excl. GST)	Notes
Scaffolding Hire – Daily	Per day	\$50	Price is for pickup only
Scaffolding Hire – Weekly	Per week	\$200	Discounted weekly rate, Price is for pickup only

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.

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

VOTING REQUIREMENT

Absolute Majority

OFFICER RECOMMENDATION/COUNCIL RESOLUTION:

(154/2025) Moved: Cr Lawson Kerr

Seconded: Cr Stratford

That Council:

Approve the inclusion of scaffolding hire rates in the 2025/26 Fees and Charges schedule as outlined below.

CARRIED 7/0

***Voted for: Cr Petchell, Cr Stratford, Cr Begley, Cr Loton, Cr Gamble,
Cr Lawson Kerr, 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 Petchell closed the meeting at 5:00pm.

7.1.2. Special Council Meeting – 11 December 2025

Minutes of the Shire of Wyalkatchem Special Meeting held on Thursday
11 December 2025. (Attachment 7.1.2)

VOTING REQUIREMENT

Simple Majority

OFFICER RECOMMENDATION:

*That the minutes of the Shire of Wyalkatchem Special Meeting of Council of
Thursday 11 December 2025 (Attachment 7.1.2) be confirmed as a true and
correct record.*



MINUTES

SPECIAL COUNCIL MEETING



Thursday 11 December 2025

Commencing at 4.07pm in the
Shire of Wyalkatchem Council Chambers
27 Flint Street, Wyalkatchem

UNCONFIRMED MINUTES

These unconfirmed Minutes are approved for distribution 15 December 2025.

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:

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 4.07pm.

2. PUBLIC QUESTION TIME

2.1. Response to Public Questions Previously Taken on Notice

NIL

2.2. Declaration of Public Question Time opened

4.08pm NIL

2.3. Declaration of Public Question Time closed

4.08pm NIL

3. ATTENDANCE, APOLOGIES, LEAVE OF ABSENCE

3.1. Attendance

Cr Dickson attended remotely by TEAMS

3.2. Apologies

3.3. Approved Leave of Absence

3.4. Applications for Leave of Absence

4. OBITUARIES

NIL

5. PETITIONS, DEPUTATIONS, PRESENTATIONS

NIL

5.1. Petitions

5.2. Deputations

5.3. Presentations

6. DECLARATIONS OF INTEREST

NIL

6.1. Financial and Proximity Interest

6.2. Impartiality Interests

7. ANNOUNCEMENTS BY THE PRESIDING MEMBER WITHOUT DISCUSSION

NIL

8. MATTERS FOR WHICH THE MEETING MAY BE CLOSED

Item 13.1 Appointment of Chief Executive Officer – preferred candidate

9. REPORTS

9.1 GOVERNANCE

9.1.1 REGIONAL HOUSING SUPPORT FUND

Applicant:	Not Applicable
Location:	Not Applicable
Date:	9 December 2025
Reporting Officer:	Ian McCabe Acting Chief Executive Officer
Disclosure of Interest:	No interest to disclose
File Number:	22.23.2
Attachment Reference:	Confidential Attachments: 1. Econisis Key Worker Housing Cost Benefit Analysis - DRAFT (for NEWROC); 2. Preliminary Business Case, Investment in Key Worker Housing – DRAFT (for NEWROC).

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION / RESOLUTION

(155/2025) Move: Cr Begley Seconded: Cr Gamble

That Council:

1. Support the preparation and submission of a joint application to the Regional Housing Support Fund, under the auspices of NEWROC, for the purpose of Key Worker Housing.
2. Endorses the identification of \$200,000 within the Community Development Reserve for this purpose.

CARRIED 7/0

Vote For: Cr's Petchell, Stratford, Dickson, Loton, Begley, Gamble, Lawson Kerr

BACKGROUND

Council has identified housing as an area of priority. Housing is a necessary pre-requisite to enable social and economic activity. Equally, the effective functioning of the local

government and the district requires adequate support of its workforce; the workforce of essential workers; the workforce of the local economy.

The North-Eastern Wheatbelt Regional Organisation of Councils (NEWROC) is proposing to seek State funding so that four councils, including Wyalkatchem, can pursue a key worker housing agenda. This aligns with Council objectives.

COMMENT

In February 2024 the North-Eastern Wheatbelt Regional Organisation of Councils (NEWROC) commenced investigation of the issue of workers' accommodation. There was anecdotal evidence that the lack of suitable accommodation was a brake on the local economies of member councils. However, a lack of empirical evidence on existing housing stock or likely requirements made the development of strategic planning difficult. Further, any possible investment by local governments, state government or business would be speculative and potentially wasteful.

NEWROC decided to commission, with the support of the Wheatbelt Development Commission, the development of economic analysis and a subsequent business case that would provide suitable evidence for each member council. Recently issued draft versions of these documents are attached for councillors to review. These are currently endorsed as Confidential by NEWROC and consequently are provided on that basis.

In the interim, the WA State Government has announced a \$25 million Regional Housing Support Fund, to provide grants to boost new housing and residential lot supply projects across regional Western Australia. Grants will be for a maximum of \$5 million for any one project and application is open to local governments and community housing entities. The expectation is that the Fund will be significantly over-subscribed.

NEWROC is preparing a submission on behalf of four member shires (Dowerin, Mukinbudin, Mount Marshall and Wyalkatchem) and this must be completed by 19 December 2025.

Recent recruitment efforts have identified the provision of appropriate housing as a barrier to recruitment. In addition, the appropriateness of provided housing often means a larger property is provided than might be necessary. When properly managed, the construction of more suitable properties could mean that the subsequent liquidation of shire housing stock could feed into the Wyalkatchem residential market. This could allow for family migration into the district.

Finally, the Acting CEO is developing a paper that contemplates an integrated view of housing in Wyalkatchem across all demographics and all stakeholders. This will better support council's vision for the future by identifying opportunities that enable engagement and warrant further investigation.

To commit to this project requires the identification of possible contributory funding. As the timing is outside the budget cycle and the shire is not yet committing to expenditure, for the purpose of this grant application, this project is unbudgeted and preliminary. Accordingly, the Acting CEO recommends Council support the identification of suitable

reserve funding as the source of the local government's future commitment. A subsequent item would be presented to approve expenditure.

STATUTORY ENVIRONMENT

Local Government Act 1995.

POLICY IMPLICATIONS

There is no directly relevant policy to this item.

FINANCIAL IMPLICATIONS

The identified reserve to fund this item is Community Development. The balance as at 20 November 2025 was \$709,866 – a 10% contribution to the Wyalkatchem elements of this project could approximate \$200,000.

As an unbudgeted item, this would require a budget variation and approval by Council. This would be pursued should the grant be approved.

RISK IMPLICATIONS

Risk is the effect of uncertainty on meeting business objectives. Should this item be approved, it provides for reduced uncertainty by setting business objectives and making them known. When supported by government, this item would reduce Council's service provision risk by improving worker accommodation. Further, this item furthers the delivery of council objectives for the community and addresses population associated risk.

COMMUNITY AND STRATEGIC OBJECTIVES

There is a case for all of Council's Strategic objectives aligning with this item. However, the following are directly relevant:

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

2.2 Develop land and housing development initiatives in partnership with the private sector and all tiers of government.

2.3 Deliver planned Shire housing stock by 2034.

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

10.2 Develop strategic partnerships with regional organisations, State and Federal governments.

Goal 11: High standard of governance.

11.5 Continue to allocate reserves for strategic projects.

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 / Resolution

(156/2025) Moved: Cr Stratford

Seconded: Cr Loton

CARRIED 7/0

Vote For: Cr's Petchell, Stratford, Dickson, Loton, Begley, Gamble, Lawson Kerr

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.

13.1 RECRUITMENT OF CEO – PREFERRED CANDIDATE

Applicant:	Not Applicable
Location:	Whole of District
Date:	10 December 2025
Reporting Officer:	Ian McCabe, Acting Chief Executive Officer
Disclosure of Interest:	No interest to disclose
File Number:	22.23.5 Selection
Attachment Reference:	Confidential Attachments.

1. Recommendation of the Selection Panel; 2. Selection Report; 3. Total Reward Package components, contract terms.

VOTING REQUIREMENT

Absolute Majority

OFFICER'S RECOMMENDATION / RESOLUTION

(157 / 2025) Moved: Cr Lawson Kerr Seconded: Cr Stratford

That Council:

1. Notes the information provided by the recruitment consultant within the attached Selection Report; and,
2. Receives the recommendation of the Selection Panel that Candidate A, as identified in Confidential Attachment 1, is considered the most suitably experienced and qualified applicant; and,
3. Agrees that in making an assessment against the CEO selection criteria identifies Candidate A, as named in Confidential Attachment 1, as the preferred candidate for appointment on the basis of knowledge, experience, qualifications and skills; and,
4. Approves the President in making of an offer of employment to the preferred candidate, named in Confidential Attachment 1, for the position of CEO at the Shire of Wyalkatchem, as the candidate the Council believes is most suitably qualified for the position, subject to satisfactory completion of all necessary background checks and acceptable negotiated terms of contract; and,
5. Authorises the President, with the support of the Acting Chief Executive Officer, to negotiate a written contract according to the terms attached to this item; and,

6. Request that the negotiated contract and acceptance of employment be presented to Council so the terms of contract and employment may be approved by absolute majority; and,
7. Extends thanks to all applicants who expressed an interest in the position of Chief Executive Officer, Shire of Wyalkatchem.; and,
8. Extend thanks to Ms Emily Bulloch, consultant, for the support of the panel and Council in this matter; and,
9. Extend thanks to Mr David Holdsworth for his participation as a Selection Panel member.

CARRIED 7/0

Vote For: Cr's Petchell, Stratford, Dickson, Loton, Begley, Gamble, Lawson Kerr

SUMMARY

'A local government is to employ a person to be the CEO of the local government' (s.5.36 Local Government Act 1995).

The CEO recruitment selection panel has made a recommendation to Council as per Attachment 1.

BACKGROUND

The Shire of Wyalkatchem commenced a recruitment process to employ a Chief Executive Officer with the setting of a recruitment timeline 17 July 2025; and the selection of a recruitment advisor 16 October 2025.

Guided by Council's Adopted Standards for CEO Recruitment policy, a selection panel was formed, and advertising commenced 3 November 2025, with interviews being held 4 December 2025.

The selection panel has made a recommendation to Council.

COMMENT

A temporary CEO has been in place since 10 July 2025. The timing of key organisational obligations, the limitations of caretaker provisions and consideration of possible changes to council composition, resulted in deferral of a CEO recruitment process until after the local government election.

An independent person to participate as a member of the Selection Panel was identified October 2025. As a former councillor and shire president, and significant contributor to the community and Freeman of the Shire, Mr David Holdsworth was assessed by Council to have the necessary qualifications and experience to contribute to the Panels' work.

Council approved a selection criteria and job description and resolved to retain a recruitment consultant.

A competitive quotation process was conducted through the West Australian Local Government Association (WALGA) Vendor Panel application. There were nine submissions assessed and Beilby Downing Teal were selected. Principal Consultant Ms Emily Bulloch managed the process and met with the Acting CEO, the President and the Selection Panel across a range of dates between 20 October 2025 and the date of this item.

The work of the Selection Panel, with the support of the Consultant, included interview preparation, review of applications, short-listing of candidates, and interview. The panel were able to identify a preferred candidate and have made a recommendation to Council that complies with the Model Standard.

This item recommends an offer of employment be made, subject to completion of background checks and contract negotiation. That contract and acceptance of employment is then approved by Absolute Majority by Council at a subsequent meeting.

STATUTORY ENVIRONMENT

Division 4, Local Government Act 1995

POLICY IMPLICATIONS

This item is in compliance with policy 5.24, the Adopted Model Standards for CEO Recruitment, Performance and Termination.

FINANCIAL IMPLICATIONS

The recruitment, on-boarding and remuneration of Chief Executive Officer is budgeted for in the approved 2025/ 26 financial budget.

RISK IMPLICATIONS

Risk is the effect of uncertainty on business outcomes. The appointment of a Chief Executive Officer will reduce uncertainty. This item does not in itself create risk and will address matters of uncertainty.

COMMUNITY AND STRATEGIC OBJECTIVES

The CEO is Council's chief advisor and implementor of objectives. This item has a relationship to all community and strategic objectives.

Officer's Recommendation / Resolution

(158 / 2025) Moved: Cr Stratford

Seconded: Cr Lawson Kerr

That Council moves from behind closed doors and returns the meeting to being open to the public.

CARRIED 7/0

Vote For: Cr's Petchell, Stratford, Dickson, Loton, Begley, Gamble, Lawson Kerr

14. CLOSURE OF THE MEETING

There being no further business, the Presiding Member closed the meeting at 4.15pm.

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 – NOVEMBER 2025

Applicant:	Shire of Wyalkatchem
Location:	Shire of Wyalkatchem
Date:	12 December 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 – November 2025

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council endorse the total payments for the month of November 2025 being \$470,629.89 which comprised of:

- 1. Cheque payments in the Municipal Fund totalling \$0.00;*
- 2. Electronic Funds Transfer (EFT) payments in the Municipal Fund totalling \$401,878.08;*
- 3. Direct Debit (DD) payments in the Municipal Fund totalling \$68,751.81.*

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 November 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	EFT4867	EFT4779
Reserves	EFT	EFT	No Payments
DD	DD	DD4148.2	DD4135.1

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.

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

Payment Listing November 2025

Chq/EFT	Date	Name	Amount	Bank	Type
EFT4779	04/11/2025	R.B. Motors	-19,158.69	1	CSH
EFT4780	04/11/2025	Urban & Rural Valuations	-550.00	1	CSH
EFT4781	04/11/2025	Department of Energy, Mines, Industry Regulation and Safety	-934.59	1	CSH
EFT4782	04/11/2025	Five Rivers Plumbing and Gas	-3,339.32	1	CSH
EFT4783	04/11/2025	J&A Building Pty Ltd	-4,137.60	1	CSH
EFT4784	04/11/2025	Infinitum Technologies Pty LTD	-485.44	1	CSH
EFT4785	04/11/2025	Staff member	-124.00	1	CSH
EFT4786	04/11/2025	Eastway Food Supplies	-133.71	1	CSH
EFT4787	04/11/2025	Wyalkatchem Licensed Post Office(RJ+ME Crute_	-23.95	1	CSH
EFT4788	04/11/2025	Wyalkatchem Tyres & Traders	-300.00	1	CSH
EFT4789	04/11/2025	Cannon Hygiene Australia Pty Ltd	-3,194.58	1	CSH
EFT4790	04/11/2025	Wyalkatchem Electrical Services	-10,286.10	1	CSH
EFT4791	04/11/2025	Piano Magic	-375.00	1	CSH
EFT4792	04/11/2025	St John Ambulance WA	-255.84	1	CSH
EFT4793	04/11/2025	WA Contract Ranger Services	-1,097.25	1	CSH
EFT4794	04/11/2025	Westrac	-561.04	1	CSH
EFT4795	04/11/2025	Wyalkatchem Community Resource Centre	-800.00	1	CSH
EFT4796	11/11/2025	Perfect Computer Solutions Pty Ltd	-467.50	1	CSH
EFT4797	11/11/2025	Shire Of Wyalkatchem - MUNI	-300.00	1	CSH
EFT4798	11/11/2025	Christy Petchell	-100.00	1	CSH
EFT4799	11/11/2025	Christopher John Loton	-100.00	1	CSH
EFT4800	11/11/2025	Mineral Crushing Services	-1,883.97	1	CSH
EFT4801	11/11/2025	Wyalkatchem Hotel (SL Tyler and TJ Tyler)	-165.00	1	CSH
EFT4802	11/11/2025	Roderick C Lawson Kerr	-100.00	1	CSH
EFT4803	11/11/2025	Rural Infrastructure services	-9,338.29	1	CSH
EFT4804	11/11/2025	CORSIGN WA PTY LTD	-9,154.20	1	CSH
EFT4805	11/11/2025	Wacwil Landscaping And Earthworks Pty Ltd	-24,640.00	1	CSH
EFT4806	11/11/2025	Glenview Nominees Pty Ltd T/A Avon Concrete	-31,790.00	1	CSH
EFT4807	11/11/2025	AMPAC Debt Recovery	-66.00	1	CSH
EFT4808	11/11/2025	Burgess Rawson (wa) Pty Ltd	-341.26	1	CSH
EFT4809	11/11/2025	Stephen John Gamble	-100.00	1	CSH
EFT4810	11/11/2025	DFES	-3,237.48	1	CSH
EFT4811	11/11/2025	Koorda Ag Parts	-10,307.00	1	CSH
EFT4812	11/11/2025	Landgate	-96.96	1	CSH
EFT4813	11/11/2025	Nutrien Ag Solutions Ltd	-5,353.97	1	CSH
EFT4814	11/11/2025	Petchell Mechanical	-2,598.57	1	CSH
EFT4815	11/11/2025	WCS Concrete Pty Ltd	-2,662.00	1	CSH
EFT4816	14/11/2025	Perfect Computer Solutions Pty Ltd	-807.50	1	CSH
EFT4817	14/11/2025	Briskleen Supplies and Hygiene Service	-287.31	1	CSH
EFT4818	14/11/2025	Shred-X Pty Ltd	-78.01	1	CSH
EFT4819	14/11/2025	Five Rivers Plumbing and Gas	-2,866.05	1	CSH
EFT4820	14/11/2025	sheridans	-104.34	1	CSH
EFT4821	14/11/2025	LG Consulting Solutions	-1,249.88	1	CSH
EFT4822	14/11/2025	Fire Shield Services	-710.71	1	CSH
EFT4823	14/11/2025	E-Mulch Pty Ltd	-22,935.00	1	CSH
EFT4824	14/11/2025	Carrington's Traffic Services	-17,968.47	1	CSH
EFT4825	14/11/2025	Perth Arbor Services	-24,200.00	1	CSH
EFT4826	14/11/2025	Beilby Downing Teal Pty Ltd	-5,953.40	1	CSH
EFT4827	14/11/2025	A P Concrete Pty Ltd	-6,000.00	1	CSH
EFT4828	14/11/2025	Australia Post	-258.55	1	CSH
EFT4829	14/11/2025	Avon Waste	-5,129.78	1	CSH

Chq/EFT	Date	Name	Amount	Bank	Type
EFT4830	14/11/2025	BOC Gases	-58.19	1	CSH
EFT4831	14/11/2025	Bunnings Midland	-44.34	1	CSH
EFT4832	14/11/2025	Team Global Express Pty Ltd	-37.06	1	CSH
EFT4833	14/11/2025	Wyalkatchem Electrical Services	-734.80	1	CSH
EFT4834	14/11/2025	Elders	-180.41	1	CSH
EFT4835	14/11/2025	Fulton Hogan	-3,605.80	1	CSH
EFT4836	14/11/2025	Petchell Mechanical	-4,861.48	1	CSH
EFT4837	14/11/2025	WCS Concrete Pty Ltd	-1,702.80	1	CSH
EFT4838	14/11/2025	Wheatbelt Office & Business Machines	-318.63	1	CSH
EFT4839	14/11/2025	Wyalkatchem Tennis Club	-350.00	1	CSH
EFT4840	25/11/2025	Wyalkatchem General Store	-474.97	1	CSH
EFT4841	25/11/2025	Dalwallinu Concrete Pty Ltd/as Dallcon	-14,915.74	1	CSH
EFT4842	25/11/2025	Macri Partners	-1,430.00	1	CSH
EFT4843	25/11/2025	Infinitum Technologies Pty LTD	-362.56	1	CSH
EFT4844	25/11/2025	LG Best Practices	-4,092.00	1	CSH
EFT4845	25/11/2025	SHERRIN RENTALS PTY LTD	-2,684.00	1	CSH
EFT4846	25/11/2025	Shire of Wongan-Ballidu	-10,083.34	1	CSH
EFT4847	25/11/2025	Staff member	-25.21	1	CSH
EFT4848	25/11/2025	Mikahla Collins	-115.00	1	CSH
EFT4849	25/11/2025	Supagas Pty Limited	-465.00	1	CSH
EFT4850	25/11/2025	Pettit Agri Services	-115.00	1	CSH
EFT4851	25/11/2025	Bunnings Midland	-219.42	1	CSH
EFT4852	25/11/2025	Team Global Express Pty Ltd	-46.77	1	CSH
EFT4853	25/11/2025	Dunnings	-14,372.05	1	CSH
EFT4854	25/11/2025	Eastern Hills Saws & Mowers	-403.20	1	CSH
EFT4855	25/11/2025	Marty Grant Bulldozing	-19,140.00	1	CSH
EFT4856	25/11/2025	Petchell Mechanical	-157.17	1	CSH
EFT4857	25/11/2025	WA Contract Ranger Services	-1,071.13	1	CSH
EFT4858	28/11/2025	Perfect Computer Solutions Pty Ltd	-4,500.00	1	CSH
EFT4859	28/11/2025	G&C Glass	-275.00	1	CSH
EFT4860	28/11/2025	Dalwallinu Concrete Pty Ltd/as Dallcon	-3,670.81	1	CSH
EFT4861	28/11/2025	Zone 50 Engineering Surveys Pty Ltd	-10,898.80	1	CSH
EFT4862	28/11/2025	J&A Building Pty Ltd	-18,618.90	1	CSH
EFT4863	28/11/2025	A P Concrete Pty Ltd	-43,225.00	1	CSH
EFT4864	28/11/2025	Team Global Express Pty Ltd	-40.19	1	CSH
EFT4865	28/11/2025	Elders	-748.00	1	CSH
EFT4866	28/11/2025	WA Contract Ranger Services	-627.00	1	CSH
EFT4867	28/11/2025	Wyalkatchem District High School	-100.00	1	CSH
Total EFT			-401,878.08		
DD4135.1	01/11/2025	Crisp Wireless	-625.90	1	CSH
DD4133.1	03/11/2025	NAB CREDIT CARD October 2025	-686.52	1	CSH
DD4126.1	04/11/2025	Superannuation funds	-6,387.25	1	CSH
DD4136.1	04/11/2025	Water Corporation	-1,679.05	1	CSH
DD4136.2	05/11/2025	Water Corporation	-2,135.34	1	CSH
DD4136.3	06/11/2025	Water Corporation	-275.30	1	CSH
DD4139.1	10/11/2025	Telstra	-334.72	1	CSH
DD4141.1	12/11/2025	Treasury Corp	-46,082.74	1	CSH
DD4148.1	14/11/2025	Synergy	-62.15	1	CSH
DD4144.1	18/11/2025	Superannuation funds	-7,121.21	1	CSH
DD4152.1	21/11/2025	Telstra	-299.66	1	CSH
DD4148.2	24/11/2025	Synergy	-2,999.72	1	CSH
797	28/11/2025	6 - MERCHANT FEES (INCL GST)	-46.25	1	FEE
797	28/11/2025	5 - NAB ACCOUNT FEES (INPUT TAXED)	-16.00	1	FEE
Total DD			-68,751.81		

Chq/EFT	Date	Name	Amount	Bank	Type
Total Payments November 2025			-470,629.89		

10.1.2. ACCOUNTS FOR PAYMENT – CREDIT CARDS – OCTOBER 2025

Applicant:	Shire of Wyalkatchem
Location:	Shire of Wyalkatchem
Date:	12 December 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 – October 2025

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council endorse credit card payments for the period 30 September 2025 to 28 October 2025, totalling \$686.52. (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.

Pillar 4 Civic Leadership	Statement of Strategic Outcome: We lead with accountability, connection and openness through best-practice systems, policies and financial controls
Goal No.	GOAL 11. 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: 30 September 2025 to 28 October 2025

DATE	PAYEE	DESCRIPTION	AMOUNT
CARD NUMBER 4557-XXXX-XXXX-0623			
03-Oct-25	WYALKATCHEM GARDEN CAFÉ	MEMBERS Refreshments for Council Workshop 02/10/25	\$ 84.00
08-Oct-25	DEPARTMENT OF TRANSPORT	1TXP212 Vehicle License Renewal	\$ 25.55
08-Oct-25	WYALKATCHEM GARDEN CAFÉ	Refreshments NEWROC Meeting 07/10/25	\$ 56.00
17-Oct-25	WYALKATCHEM HOTEL	MEMBERS Refreshments for Council Meeting 16/10/25	\$ 37.00
17-Oct-25	WYALKATCHEM HOTEL	MEMBERS Refreshments for Council Meeting 16/10/25	\$ 130.00
20-Oct-25	JAMF SOFTWARE	INFORMATION TECHNOLOGY JAMF Subscription	\$ 38.38
24-Oct-25	WYALKATCHEM HOTEL	MEMBERS Refreshments for Council Chambers	\$ 51.00
27-Oct-25	ELAN ENERGY MATRIX PTY LTD	WYALKATCHEM TIP Disposal of 43 tyres	\$ 255.59
28-Oct-25	NAB BANK	Card Fees and Bank Charge	\$ 9.00
TOTAL CREDIT CARD PAYMENTS			\$ 686.52

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 – NOVEMBER 2025

Applicant:	Shire of Wyalkatchem
Location:	Shire of Wyalkatchem
Date:	12 December 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 November 2025

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council accepts the Statements of Financial Activity for the month ending 30 November 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

November 2025

Total Cash Available as at 30 November 2025 is \$5,621,512;

- cash available is made up of unrestricted cash \$2,086,653 (37.12%) and
- restricted cash \$3,534,859 (62.88%).

Rates Debtors balance as at 30 November 2025 is \$347,131 and Rates Notices for 2025-26 were issued in August 2025. Rates collected as at end of November were \$1,186,747 - 75%.

November 2025: Operating Revenue – Operating revenue of \$2,659,742 is made up of Rates - 59%, Grants - 32%, Fees and Charges - 7% and other – 2%.
Operating Expenses – Operating expenses of \$2,668,764 is made of Employee Costs – 23%, Materials and Contracts – 23%, Depreciation – 43%, Insurance – 9% 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.

Pillar 4 Civic Leadership	Statement of Strategic Outcome: We lead with accountability, connection and openness through best-practice systems, policies and financial controls
Goal No.	GOAL 11. 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 30 November 2025

LOCAL GOVERNMENT ACT 1995

LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996

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SHIRE OF WYALKATCHEM
STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 NOVEMBER 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) %	
OPERATING ACTIVITIES						
Revenue from operating activities						
General rates	1,566,065	1,566,729	1,560,127	(6,602)	(0.42%)	
Rates excluding general rates	10,496	0	0	0	0.00%	
Grants, subsidies and contributions	1,481,427	821,918	849,799	27,881	3.39%	
Fees and charges	242,731	173,639	175,184	1,545	0.89%	
Interest revenue	173,000	9,000	11,148	2,148	23.87%	
Other revenue	0	0	63,484	63,484	0.00%	
Profit on asset disposals	94,546	0	0	0	0.00%	
	3,568,265	2,571,286	2,659,742	88,456	3.44%	
Expenditure from operating activities						
Employee costs	(1,974,282)	(822,618)	(613,233)	209,385	25.45%	▲
Materials and contracts	(1,903,093)	(922,403)	(604,713)	317,690	34.44%	▲
Utility charges	(197,201)	(82,167)	(61,147)	21,020	25.58%	▲
Depreciation	(2,629,396)	(1,095,582)	(1,147,952)	(52,370)	(4.78%)	
Finance costs	(15,520)	0	(8,132)	(8,132)	0.00%	
Insurance	(231,235)	(231,235)	(232,811)	(1,576)	(0.68%)	
Other expenditure	(54,592)	0	(776)	(776)	0.00%	
	(7,005,319)	(3,154,005)	(2,668,764)	485,241	15.38%	
Non cash amounts excluded from operating activities	2(c) 2,534,850	1,095,582	1,147,952	52,370	4.78%	
Amount attributable to operating activities	(902,204)	512,863	1,138,930	626,067	122.07%	
INVESTING ACTIVITIES						
Inflows from investing activities						
Proceeds from capital grants, subsidies and contributions	1,348,688	311,849	303,940	(7,909)	(2.54%)	
Proceeds from disposal of assets	180,636	0	0	0	0.00%	
	1,529,324	311,849	303,940	(7,909)	(2.54%)	
Outflows from investing activities						
Acquisition of property, plant and equipment	(600,476)	(249,811)	(108,825)	140,986	56.44%	▲
Acquisition of infrastructure	(1,319,959)	(313,676)	(356,130)	(42,454)	(13.53%)	▼
	(1,920,435)	(563,487)	(464,955)	98,532	17.49%	
Amount attributable to investing activities	(391,111)	(251,638)	(161,015)	90,623	36.01%	
FINANCING ACTIVITIES						
Inflows from financing activities						
Transfer from reserves	38,477	0	0	0	0.00%	
	38,477	0	0	0	0.00%	
Outflows from financing activities						
Repayment of borrowings	(76,646)	(37,951)	(37,951)	0	0.00%	
Transfer to reserves	(240,000)	0	0	0	0.00%	
	(316,646)	(37,951)	(37,951)	0	0.00%	
Amount attributable to financing activities	(278,169)	(37,951)	(37,951)	0	0.00%	
MOVEMENT IN SURPLUS OR DEFICIT						
Surplus or deficit at the start of the financial year	2(a) 1,571,484	1,571,484	1,513,140	(58,344)	(3.71%)	
Amount attributable to operating activities	(902,204)	512,863	1,138,930	626,067	122.07%	▲
Amount attributable to investing activities	(391,111)	(251,638)	(161,015)	90,623	36.01%	▲
Amount attributable to financing activities	(278,169)	(37,951)	(37,951)	0	0.00%	
Surplus or deficit after imposition of general rates	0	1,794,758	2,453,104	658,346	36.68%	▲

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 30 NOVEMBER 2025

	Actual 30 June 2025	Actual as at 30 November 2025
	\$	\$
CURRENT ASSETS		
Cash and cash equivalents	2,233,478	2,086,653
Trade and other receivables	548,314	450,042
Other financial assets	3,534,858	3,534,858
Inventories	14,443	12,534
TOTAL CURRENT ASSETS	6,331,093	6,084,087
NON-CURRENT ASSETS		
Trade and other receivables	37,537	37,537
Other financial assets	59,715	59,715
Property, plant and equipment	13,292,499	13,138,873
Infrastructure	55,213,619	54,684,340
TOTAL NON-CURRENT ASSETS	68,603,370	67,920,465
TOTAL ASSETS	74,934,463	74,004,552
CURRENT LIABILITIES		
Trade and other payables	1,194,809	7,839
Borrowings	76,646	38,695
Employee related provisions	88,285	88,285
TOTAL CURRENT LIABILITIES	1,359,740	134,819
NON-CURRENT LIABILITIES		
Borrowings	338,154	338,154
Employee related provisions	55,123	55,123
TOTAL NON-CURRENT LIABILITIES	393,277	393,277
TOTAL LIABILITIES	1,753,017	528,096
NET ASSETS	73,181,446	73,476,456
EQUITY		
Retained surplus	24,291,917	24,586,927
Reserve accounts	3,534,859	3,534,859
Revaluation surplus	45,354,670	45,354,670
TOTAL EQUITY	73,181,446	73,476,456

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 10 December 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 30 NOVEMBER 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 30 November 2025
	\$	\$	\$
	2,231,434	2,233,478	2,086,653
	554,151	548,314	450,042
	3,534,859	3,534,858	3,534,858
	15,322	14,443	12,534
	6,335,766	6,331,093	6,084,087
	(1,175,664)	(1,194,809)	(7,839)
	(76,646)	(76,646)	(38,695)
	(53,759)	(88,285)	(88,285)
	(1,306,069)	(1,359,740)	(134,819)
	5,029,697	4,971,353	5,949,268
2(b)	(3,458,213)	(3,458,213)	(3,496,164)
	1,571,484	1,513,140	2,453,104

(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

Total adjustments to net current assets

	(3,534,859)	(3,534,859)	(3,534,859)
	76,646	76,646	38,695
2(a)	(3,458,213)	(3,458,213)	(3,496,164)

(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 30 November	YTD Actual 30 November 2025
	\$	\$	\$
	(94,546)	0	0
	2,629,396	1,095,582	1,147,952
	2,534,850	1,095,582	1,147,952

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 30 NOVEMBER 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	Var. \$ \$	Var. % %	
Expenditure from operating activities			
Employee costs There has been a number of vacant positions through the beginning of the year.	209,385	25.45% Timing	▲
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.	317,690	34.44% Timing	▲
Utility charges Budget is averaged over year.	21,020	25.58% Timing	▲
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	140,986	56.44%	▲
Acquisition of infrastructure	(42,454)	(13.53%)	▼
Surplus or deficit after imposition of general rates	658,346	36.68%	▲

SHIRE OF WYALKATCHEM
SUPPLEMENTARY INFORMATION

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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 30 NOVEMBER 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	\$1.79 M	\$2.45 M	\$0.66 M

Refer to Statement of Financial Activity

Cash and cash equivalents		
	\$5.62 M	% of total
Unrestricted Cash	\$2.09 M	37.1%
Restricted Cash	\$3.53 M	62.9%

Refer to 3 - Cash and Financial Assets

Payables		
	\$0.01 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		
	\$0.10 M	% Collected
Rates Receivable	\$0.35 M	74.6%
Trade Receivable	\$0.10 M	% Outstanding
Over 30 Days		11.8%
Over 90 Days		11.2%

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)	\$0.51 M	\$1.14 M	\$0.63 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	\$0.85 M	% Variance
YTD Budget	\$0.82 M	3.4%

Refer to 12 - Grants and Contributions

Fees and Charges		
YTD Actual	\$0.18 M	% Variance
YTD Budget	\$0.17 M	0.9%

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)	(\$0.25 M)	(\$0.16 M)	\$0.09 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	\$0.36 M	% Spent
Adopted Budget	\$1.32 M	(73.0%)

Refer to 5 - Capital Acquisitions

Capital Grants		
YTD Actual	\$0.30 M	% Received
Adopted Budget	\$1.35 M	(77.5%)

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)	(\$0.04 M)	(\$0.04 M)	\$0.00 M

Refer to Statement of Financial Activity

Borrowings	
Principal repayments	(\$0.04 M)
Interest expense	(\$0.01 M)
Principal due	\$0.38 M

Refer to 10 - Borrowings

Reserves	
Reserves balance	\$3.53 M
Net Movement	\$0.00 M

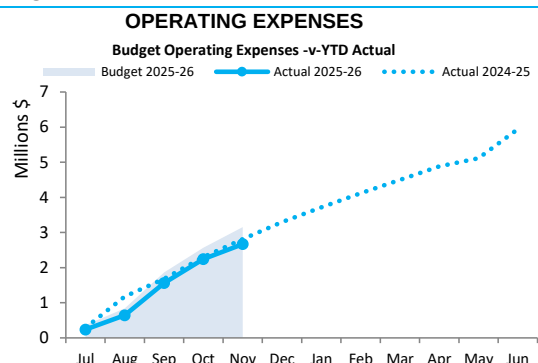
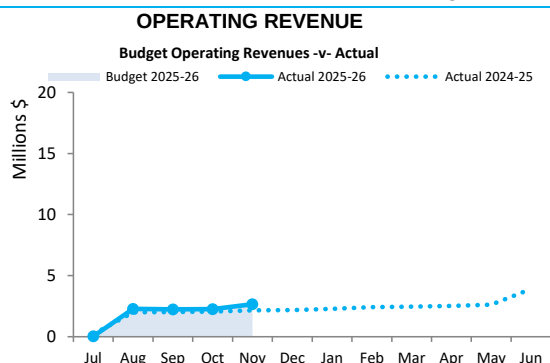
Refer to 4 - Cash Reserves

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

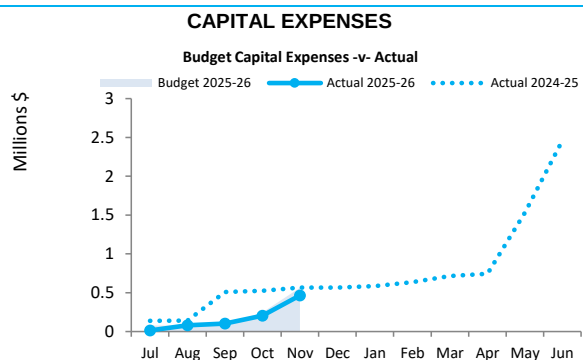
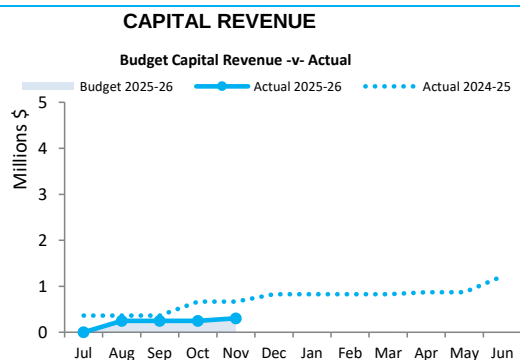
SHIRE OF WYALKATCHEM
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 NOVEMBER 2025

2 KEY INFORMATION - GRAPHICAL

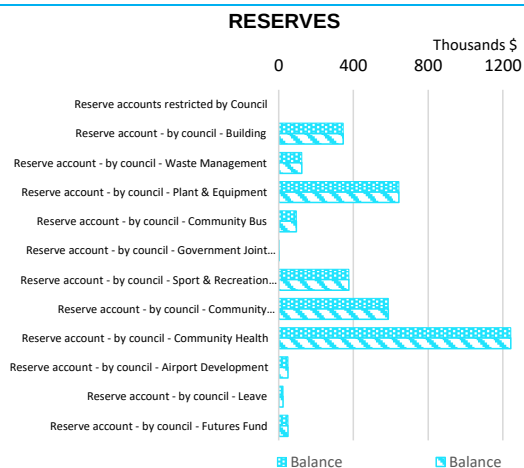
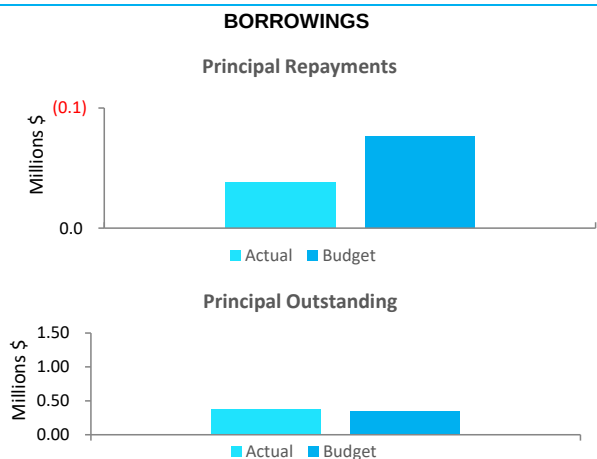
OPERATING ACTIVITIES



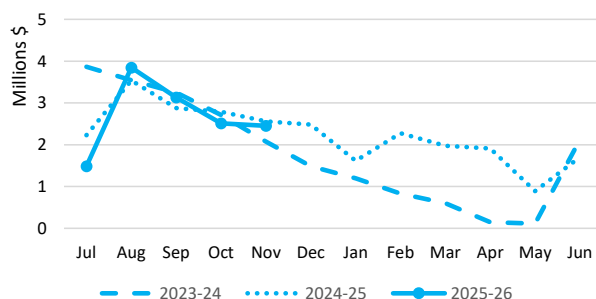
INVESTING ACTIVITIES



FINANCING ACTIVITIES



Closing funding surplus / (deficit)



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

3 CASH AND FINANCIAL ASSETS AT AMORTISED COST

Description	Classification	Unrestricted	Reserve Accounts	Total	Trust	Institution	Interest Rate	Maturity Date
		\$	\$	\$	\$			
Municipal Bank Account	Cash and cash equivalents	2,086,453	0	2,086,453	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			
Total		2,086,653	3,534,859	5,621,512	0			
Comprising								
Cash and cash equivalents		2,086,653	0	2,086,653	0			
Financial assets at amortised cost - Term Deposits		0	3,534,859	3,534,859	0			
		2,086,653	3,534,859	5,621,512	0			

KEY INFORMATION

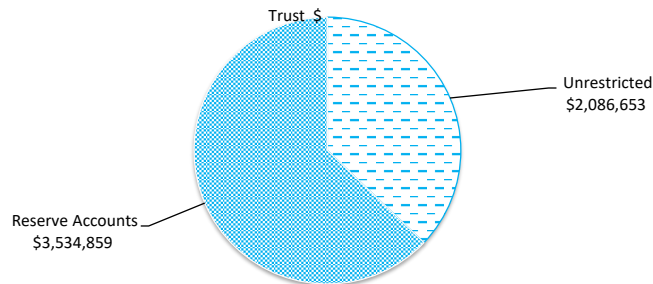
Cash and cash equivalents include cash on hand, cash at bank, deposits available on demand with banks and other short term highly liquid investments with original maturities of three months or less that are readily convertible to known amounts of cash and which are subject to an insignificant risk of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

Bank overdrafts are reported as short term borrowings in current liabilities in the statement of net current assets.

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

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

Financial assets at amortised cost held with registered financial institutions are listed in this note other financial assets at amortised cost are provided in Note 8 - Other assets.



SHIRE OF WYALKATCHEM
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 NOVEMBER 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
	\$	\$	\$	\$	\$	\$	\$	\$
Reserve accounts restricted by Council								
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
	3,534,859	240,000	(38,477)	3,736,382	3,534,859	0	0	3,534,859

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	222,311	92,193	(130,118)
Acquisition of property, plant and equipment	600,476	249,811	108,825	(140,986)
Infrastructure - roads	1,073,342	243,523	277,417	33,894
Infrastructure - drainage	65,000	0	4,224	4,224
Infrastructure - footpaths	35,000	35,000	42,925	7,925
Infrastructure - other	146,617	35,154	31,564	(3,590)
Acquisition of infrastructure	1,319,959	313,676	356,130	42,454
Total capital acquisitions	1,920,435	563,487	464,955	(98,532)
Capital Acquisitions Funded By:				
Capital grants and contributions	1,348,688	311,849	303,940	(7,909)
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	251,638	161,015	(90,623)
Capital funding total	1,920,435	563,487	464,955	(98,532)

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

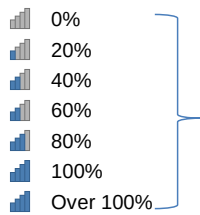
In accordance with *Local Government (Financial Management) Regulation 17A(2)*, the carrying amount of non-financial assets that are land and buildings classified as property, plant and equipment, investment properties, infrastructure or vested improvements that the local government controls.

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

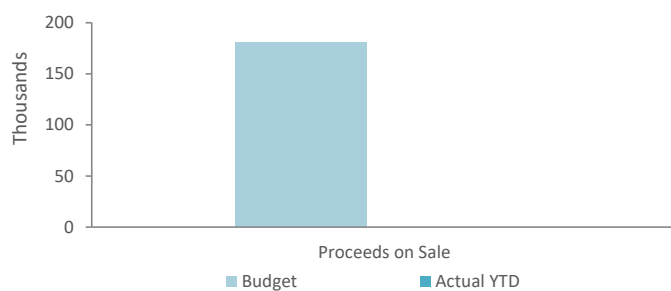


Percentage Year to Date Actual to Annual Budget expenditure where the expenditure over budget highlighted in red.

		Adopted		YTD Actual	Variance (Under)/Over
Account Description		Budget	YTD Budget		
		\$	\$	\$	\$
Land & Buildings					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
					0
Furniture & Equipment					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
					0
Plant & Equipment					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	5,500	3,736	1,764
	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
					0
Infrastructure - Roads					0
	Roads 2 Recovery program 25/26	366,409	122,136	118,994	3,142
	Wyalkatchem North Road	606,933	121,387	88,913	32,474
	Wyalkatchem Koorda Road	100,000	0	69,510	(69,510)
					0
Infrastructure - Drainage					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)
					0
Infrastructure - Footpaths					0
	Footpath - Honour Ave and Flint St from Town Hall and along front of Men's Shed to Gamble St	35,000	35,000	42,925	(7,925)
					0
Infrastructure - Other					0
	Swimming Pool	70,307	35,154	31,564	3,590
	Wheatbelt Way Rail Trail	76,310	0	0	0
		1,920,435	563,487	464,955	98,532

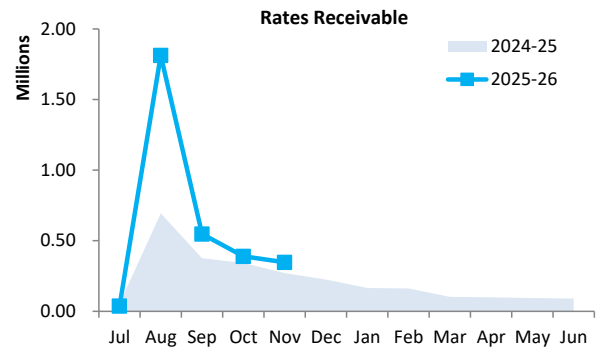
6 DISPOSAL OF ASSETS

Asset Ref.	Asset description	Budget				YTD Actual			
		Net Book		Proceeds	Profit (Loss)	Net Book		Profit	(Loss)
		Value	Value			Value	Value		
		\$	\$	\$	\$	\$	\$	\$	\$
	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



7 RECEIVABLES

Rates receivable	30 Jun 2025	30 Nov 2025
	\$	\$
Opening arrears previous year	48,331	31,134
Levied this year	1,508,575	1,560,127
Less - collections to date	(1,468,389)	(1,186,747)
Gross rates collectable	88,517	404,514
Allowance for impairment of rates receivable	(57,383)	(57,383)
Net rates collectable	31,134	347,131
% Collected	94.3%	74.6%



Receivables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Receivables - general	(1,870)	65,776	0	444	8,118	72,468
Percentage	(2.6%)	90.8%	0.0%	0.6%	11.2%	
Balance per trial balance						
Trade receivables	(1,870)	65,776	0	444	8,118	72,468
GST receivable		30,443				30,443
Total receivables general outstanding						102,911

Amounts shown above include GST (where applicable)

KEY INFORMATION

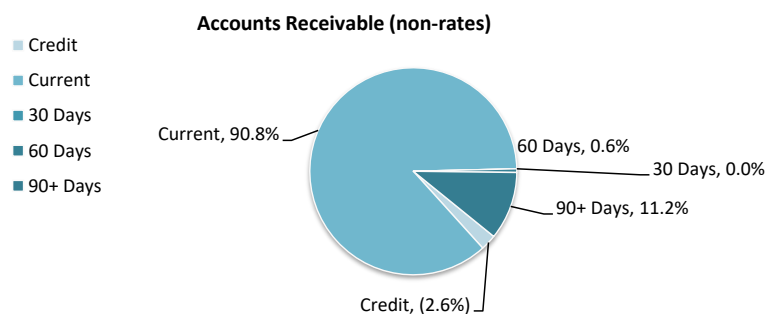
Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business.

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 30 November 2025
Other current assets	\$	\$	\$	\$
Financial assets at amortised cost	3,534,858	0	0	3,534,858
Inventory				
Fuel	14,443	31,216	(33,125)	12,534
Total other current assets	3,549,301	31,216	(33,125)	3,547,392

Amounts shown above include GST (where applicable)

KEY INFORMATION

Inventory

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

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

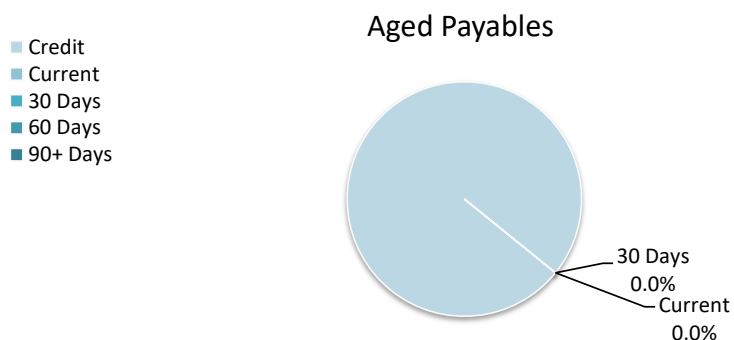
9 PAYABLES

Payables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Payables - general	(28,555)	0	0	0	0	(28,555)
Percentage	100.0%	0.0%	0.0%	0.0%	0.0%	
Balance per trial balance						
Sundry creditors	(28,555)	0	0	0	0	(28,555)
Other payables	0	36,394	0	0	0	36,394
Total payables general outstanding						7,839

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	(37,951)	(76,646)	376,849	338,154	(8,132)	(15,520)
Total		414,800	0	0	(37,951)	(76,646)	376,849	338,154	(8,132)	(15,520)
Current borrowings		76,646					38,695			
Non-current borrowings		338,154					338,154			
		414,800					376,849			

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.

11 OTHER CURRENT LIABILITIES

	Note	Opening Balance 1 July 2025 \$	Liability transferred from/(to) non current \$	Liability Increase \$	Liability Reduction \$	Closing Balance 30 November 2025 \$
Other current liabilities						
Employee Related Provisions						
Provision for annual leave		92,086	0	0	0	92,086
Provision for long service leave		(3,801)	0	0	0	(3,801)
Total Provisions		88,285	0	0	0	88,285
Total other current liabilities		88,285	0	0	0	88,285

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

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 30 Nov 2025	Current Liability 30 Nov 2025	Adopted Budget Revenue	YTD Budget	YTD Revenue Actual
	\$	\$	\$	\$	\$	\$	\$	\$
Grants and subsidies								
GEN PUR - Financial Assistance Grant - General	0	0	0	0	0	916,863	458,432	472,049
GEN PUR - Financial Assistance Grant - Roads	0	0	0	0	0	321,309	160,655	165,427
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
	0	0	0	0	0	1,446,416	807,330	822,705
Contributions								
RATES - Reimbursement of Debt Collection Costs				0		0	0	1,221
STF HOUSE - Staff Rental Reimbursements - 2 Slocum St				0		3,300	1,375	0
STF HOUSE - Staff Rental Reimbursements - 22a Flint St				0		2,800	1,167	0
STF HOUSE - Staff Rental Reimbursements - 45 Wilson St				0		2,800	1,167	0
STF HOUSE - Staff Rental Reimbursements - 53 Piesse St				0		2,800	1,167	0
OTH HOUSE - Rental Reimbursements - Joint Venture				0		2,811	1,171	0
ADMIN - Reimbursements				0		0	0	6,058
POC - Fuel Tax Credits Grant Scheme				0		20,500	8,542	10,270
SWIM AREAS - Contributions, Donations & Reimbursements				0		0	0	9,545
	0	0	0	0	0	35,011	14,588	27,094
TOTALS	0	0	0	0	0	1,481,427	821,918	849,799

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 30 Nov 2025	Current Liability 30 Nov 2025	Adopted Budget Revenue	YTD Budget	YTD Revenue Actual
	\$	\$	\$	\$	\$	\$	\$	\$
Capital grants and subsidies								
GEN PUR - Other Grants		0	0	0	0	177,657	0	0
ROADC - Regional Road Group Grants (MRWA)		0	0	0	0	404,622	311,849	303,940
ROADC - Roads to Recovery Grant		0	0	0	0	766,409	0	0
	0	0	0	0	0	1,348,688	311,849	303,940

SHIRE OF WYALKATCHEM
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 NOVEMBER 2025

14 BUDGET AMENDMENTS

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

Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
			\$	\$	\$	\$
Budget adoption						0
Cemetery Road	144/2025	Capital expenses			(128,396)	(128,396)
Cunderdin-Wyalkatchem Road	145/2025	Capital expenses			(180,000)	(308,396)
Cricket practice wicket and nets	149/2025	Capital expenses			(32,679)	(341,075)
				0	(341,075)	(341,075)

10.2. WORKS AND SERVICES

10.2.1. WORKS OFFICER'S REPORT – DECEMBER 2025

Applicant:	Shire of Wyalkatchem
Location:	Shire of Wyalkatchem
Date:	12 December 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 December 2025.

OVERVIEW

SUMMARY - ROADS / TOWN/ BUILDINGS

MRWA SAFETY AUDITS

On 27 November, the Shire of Wyalkatchem conducted two safety audits focusing on potential black spots within the district. The audits were undertaken by:

- Paul Starling – Local Government Road Safety Manager, Main Roads WA (MRWA)
- Tracey Peacock – Road Safety Advisor, RoadWise WALGA
- Aldo Lamas – Works Manager, Shire of Wyalkatchem

These audits form part of the Shire's ongoing commitment to improving road safety and identifying areas where preventative measures can reduce the risk of accidents.

CAPITAL WORKS PROGRAM

- **Wyalkatchem North Rod SLK 6.91 to 8.40 (Regional Road Group)**
Spray Seal works has been completed. Asphalt works, signed and delineator are planned to be completed early in the new year.
- **Goldfields Rd - Re-sheet - SLK 8.54 to 9.82 - 1.28km (Roads to Recovery)**
Road & Maintenance Crew has started the re-sheeting works.
- **Honour Avenue & Flint Street – Footpath Works**
Concrete footpath works has been completed

ROAD & MAINTENANCE

- **Refuse Site**

Routine weekly maintenance continued throughout the month at the Refuse Site.

- **Main Roads WA (MRWA)**

Main Roads WA (MRWA) has carried out temporary seal repairs at the intersection of Ferries Street and Hands Drive following reports from the Shire regarding seal failures.

- **Road Sweeping**

Road sweeping was undertaken within the town site to remove debris, dust, and loose material from road surfaces, thereby improving safety and reducing hazards for both vehicles and pedestrians.

PARKS AND GARDENS

- **Pioneer Park**

Rock wall vandalism at the gazebo was repaired and open back to the public.

- **Lady Nova**

Broken steps have now been fixed and open.

- **New chemical spray unit**

A new skid mount frame was fabricated in house with existing materials so it can be mounted and fixed in the ute, while spraying is in progress.

- **Korrelocking Hall**

Vandalism damage to the exterior cladding

- **Swimming pool**

Soap dispenser were replaced.

- **Town Hall**

Soap dispenser were replaced.

- **Oval**

Vandalism damage to the turf on the oval occurred over the weekend. The crew has now completed repairs.

New windsock was installed and steel post painted

Refer to Photographs in Attachment A

PLANT, MACHINERY AND EQUIPMENT

Annual servicing of air compressors has been completed.

Three generators (Admin, Medical Centre, and Depot) have been serviced. These are scheduled for servicing every six months.

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.

Pillar 1 Economy	Statement of Strategic Outcome: 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.
Goal No.	GOAL 1. 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
Pillar 2 Community	Statement of Strategic Outcome: 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.
Goal No.	GOAL 5. A safe and healthy community for all ages
5.9	Upgrade facilities and equipment at the Wyalkatchem Swimming Pool

Attachment A



Photo: Pioneer Park Before & After Photos



Photo: Transfer Station smashed window



Photo: Skid Mount Frame for spray unit



Photo: Lady Nova before & after pictures



Photo: Korrellocking Hall vandalism (Broken cladding boards)



Photo: Oval vandalism



Photo: Windsock at The Oval



Photo: Road Sweeping Within the Town Site

10.3. GOVERNANCE AND COMPLIANCE

10.3.1. CHIEF EXECUTIVE OFFICER'S REPORT – DECEMBER 2025

Applicant:	Not Applicable
Location:	Whole of District
Date:	12 December 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 15 November 2025 to 11 December 2025.

The Acting CEO was absent 27 November for a family commitment (time in lieu).

The focus in the past month has been the recruitment by council of a nominal CEO; 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 20 November, council considered governance, financial reporting and operational reports and made decisions in relation to a long term bicycle and footpath plan 2026 – 2036 (subject to annual budget resolution), two budget variations for road projects, a revocation motion to amend minutes, a lease, a budget variation to activate a sports related grant, change in the February meeting date, proposed contract for swimming pool management, an item addressing elected member training and development and a change to 2025 / 26 Fees and Charges.

Cuppa with A Councillor took place 25 November and was hosted by the President Cr Petchell with Cr's Begley, Dickson and Loton. Several community members shared their thoughts and experiences and heard about council's plans for the future. The next Cuppa with A Councillor will be in February at a date to be announced.

A Special Meeting was held 11 December to consider a submission to the Regional Housing Support Fund under the auspices of the North-Eastern Regional Organisation of Councils (NEWROC); and receipt of the selection panel recommendation for appointment

as Chief Executive Officer, which was endorsed and will progress to an Offer of Employment for Acceptance.

Key Meetings 15 November 2025 to 11 December 2025.

18 November RoadWise quarterly meeting; meeting with former employee.
20 November Ratepayer; ordinary meeting of council
24 November NEWROC Executive via TEAMS
25 November with the President Cr Petchell, Community Resource Centre (CRC) Chair, Sheryl Wemm, to discuss agreement with the CRC; (followed by) regular meeting with the President; Cuppa with A Councillor.
1 December with Deputy President Cr Mischa Stratford, at Merredin, to attend Central East Aged Care Alliance Inc. (general meeting and AGM).
2 December with Cr Loton at Mukinbudin, NEWROC council meeting.
8 December via TEAMS Pioneer Pathways Advisory Group
9 December Ms Jill Lees, Principal, Wyalkatchem District High School
10 December regular meeting with President Cr Christy Petchell; with Manager of Works, Aldo Lamas, Regional Manager Main Roads WA Mr Yogesh Shinde and Ms Elizabeth Davies, Stakeholder Engagement Manager, Main Roads WA (establish regular relationship meetings, agree on some future works and a meeting between Regional Director and Council in March 2026).
11 December Ms Caroline Ronbinson via TEAMS, NEWROC housing project; Council workshop; Special Meeting of Council; Local Emergency Management Committee.

Key Activities 15 November 2025 to 11 December 2025.

- Wylie Weekly publications, website and social media management, liaising with community and external agencies, other information distribution.
- Liaising with governments on various matters.
- Completion of the annual report.
- Conducting quotation process for property valuations; lease negotiation.
- Administrative support to the CEO Selection Panel
- Completion of review of emergency management arrangements.
- Information management and record-keeping.
- 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.

This is the last CEO report for 2025 and I'd like to take the opportunity to thank all members of council (past and present) for making a positive contribution to the lives of those we serve, our public; I sincerely thank all of my colleagues, many of whom do not get noticed as they quietly go about service delivery in the streets, online, in their office or in the facilities of the shire – they do a great job and I am grateful. I would also like to thank the public for their positive feedback and understanding of the challenges faced by a

small local government with a small team, limited resources and many expectations. I am positive about the possibilities for 2026.

Thank you all and Merry Christmas and a safe, prosperous and successful New Year to everybody.

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.

10.3.2. LEASE HANGAR TWO (2)

Applicant:	Mr Grant Wood
Location:	Hangar 2 being a portion of Lot 500 Wyalkatchem Aerodrome
Date:	12 December 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 Grant Wood, for the disposition of hangar two (2) 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. Authorise the President and Acting CEO to execute the lease and affix the Common Seal.

BACKGROUND

Mr Wood's father was an occupier of hangar two (2) for an extended period with another flyer Mr Gerry Fratel. Mr Grant Wood subsequently occupied the hangar. There has been no lease in place due in part to lack of engagement by the shire.

COMMENT

Mr Gerry Fratel Wood (and Mr Fratel) have occupied hangar two for an extended period. Mr Fratel contacted the shire by email 20 August 2024 about hangar use and an agreement, which was forwarded to the then CEO. He received no response.

The Acting CEO contacted Mr Fratel 10 November 2025 and in turn negotiated lease arrangements with Mr Wood, utilising an independent valuation obtained 6 October 2025. A draft lease has been negotiated and public notice issued. No comments have been received. Mr Wood and Mr Fratel have agreed that Mr Wood will be the signatory to the lease.

The proposed lease aligns 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.

Mr Wood and Mr Fratel have a sustained interest in flying and a long-standing connection to Wyalkatchem. There is every opportunity that in taking tenancy of the hangar this will be maintained and in time support growth of activity at the aerodrome. Consequently, this lease 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 \$14,000 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

6th 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,

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 23th September 2025

Prepared for:

Ian McCabe

Acting Chief Executive Officer

Shire of Wyalkatchem

PO Box 224

Wyalkatchem WA 6485

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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
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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 128-2808 hectares (316-9947 acres).
<i>Improvements</i>	Terminal Building, Patient Transit Building and 3 Hangar Sheds.
<i>Date of Inspection</i>	23 rd September 2025
<i>Date of Valuation</i>	23 rd September 2025
<i>Valuation (As Is)</i>	Market Rental Value - Hangar Shed Site 1: Market Rent per annum of \$2,800 (exclusive GST). - Hangar Shed Site 2: Market Rent per annum of \$2,800 (exclusive GST). - Hangar Shed Site 3: Market Rent per annum of \$2,550 (exclusive GST).
<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 23rd 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)

6th October 2025

Important	<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>
Third Party Disclaimer	<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 & 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. 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.</i>
Digital Copies of Reports	<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>
Reliance on Whole Report	<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 of PO Box 224 Wyalkatchem

(TF N175303) 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

23rd September 2025

Date of Valuation

23rd 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.

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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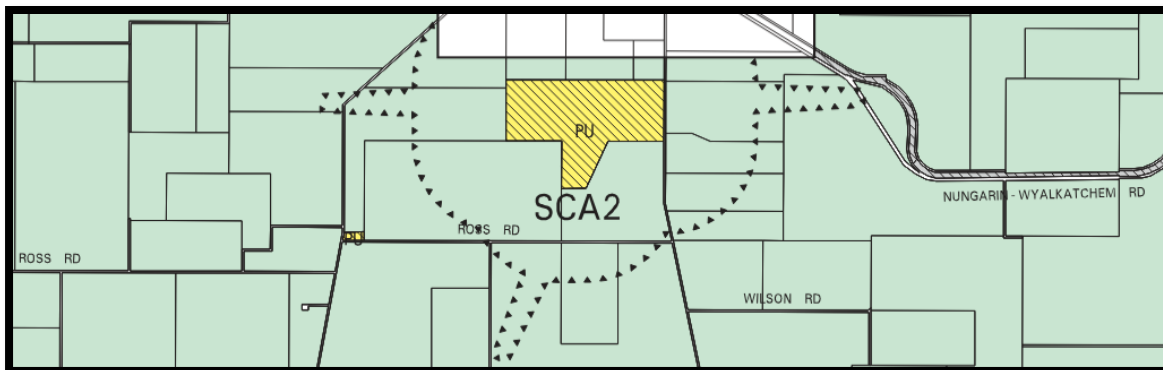
6.3.4 Development Requirements

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.

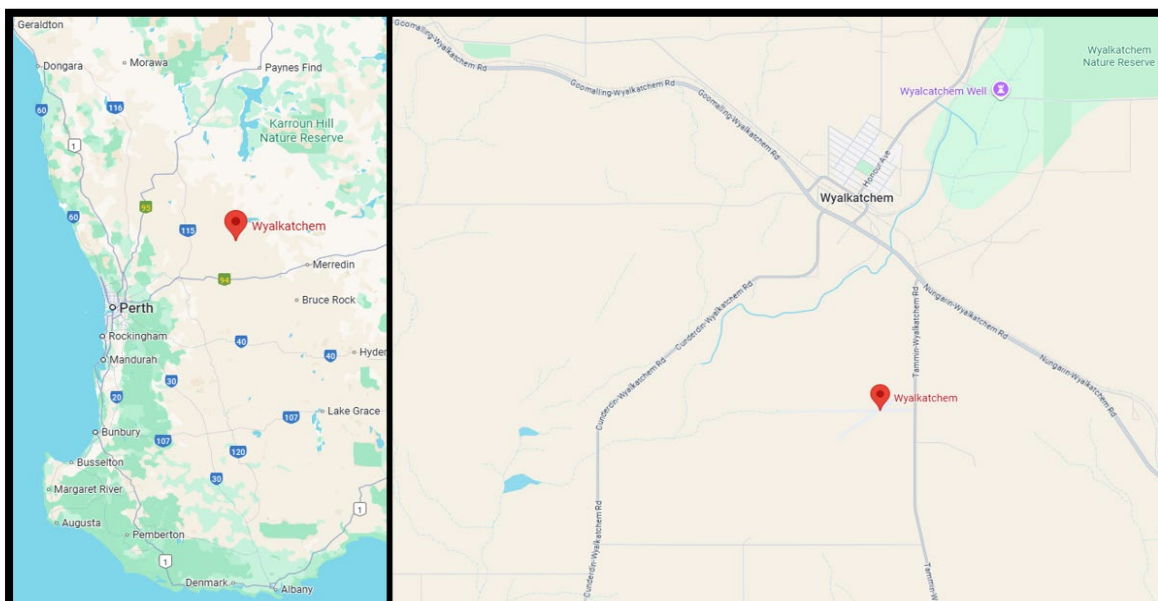


Source: W.A.P.C.

Location

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

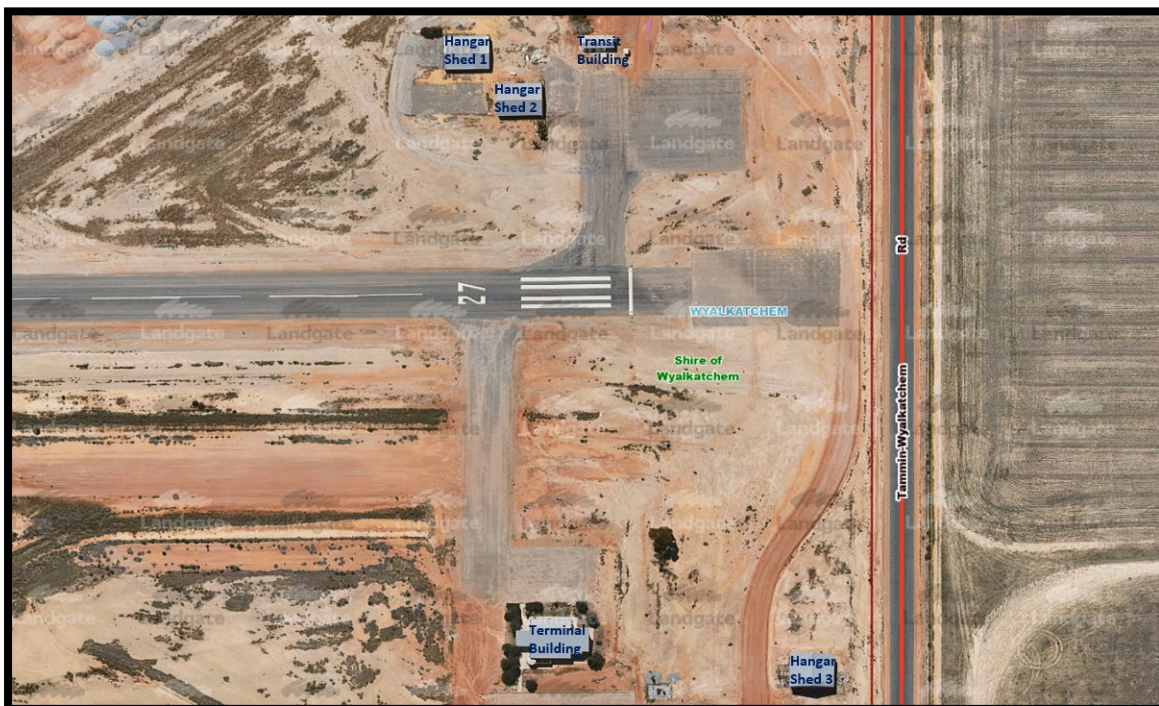
Comprising a circa 2010 built, fully enclosed steel framed and iron clad hangar shed.

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 23rd 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.

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 m² (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 m² (hangar building with lessee).
Private Hangar Site: \$5.50 per m² (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
Rounded	\$ 2,500	\$ 2,800	\$ 3,100

HANGAR SITE 3			
	\$12.50 per sqm	\$14.00 per sqm	\$15.50 per sqm
182 sqm	\$2,275	\$2,548	\$2,821
Rounded	\$2,300	\$2,550	\$2,800

Market Valuation

Accordingly, of the subject hangar sites as at 23rd 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)

6th October 2025

Important

This valuation is subject to the definitions, qualifications and disclaimers and other comments contained within this report.

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Appendices

1. Assumptions, Conditions and Limitations

Condition/Structural Disclaimer	<i>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/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.</i>
Digital Copies of Reports	<i>Where a report has been provided in digital copy and has not been received directly via Urban & Rural Valuations, the report contents, especially the valuations and critical assumptions, should be verified by contacting Urban & Rural Valuations 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 Urban & Rural Valuations.</i>
Environmental Disclaimer	<i>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 issues can 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.</i>
Full Disclosure Disclaimer	<i>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.</i>
Future Value	<i>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.</i> <i>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.</i>
Mortgage/Finance Purposes	<i>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.</i>

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Geotechnical Assumption	<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>
Heritage Disclaimer	<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>
Inconsistencies in Assumptions	<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>
Information Availability (Market Evidence)	<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>
Land and Building Area Disclaimer	<i>In the event actual surveyed areas of the property are different to the areas adopted in this valuation the survey should be referred to the valuer for comment on any valuation implications. We reserve the right to amend our valuation in the event that a formal survey of areas differs from those detailed in this report.</i>
Market Change Disclaimer	<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>
Market Value	<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>
Native Title Assumption	<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>
Planning Disclaimer	<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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Professional Standards	<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>
Publication of Report	<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>
Reliance on Whole Report	<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>
Scope of Work Undertaken	<i>The scope of work undertaken by the valuer in completing the valuation has included:</i> <i>• Collation of information from relevant parties regarding the subject property.</i> <i>• Undertaking our own research regarding the subject property.</i> <i>• An inspection of the property and measurement of buildings where required.</i> <i>• Undertaking market research in terms of values and/or costs of similar properties.</i> <i>• Preparation of valuation calculations; and</i> <i>• Preparation of this report.</i>
Site Survey Disclaimer	<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, dimensions, 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 any 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>
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Title Assumption	<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>
Unregistered Instruments	<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



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 Contact Us

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
www.rvwa.com.au
 Certified Practising Valuer
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 PH 0447 423 841
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3. Certificate of Title

 WESTERN AUSTRALIA	TITLE NUMBER Volume Folio 2883 379
RECORD OF CERTIFICATE OF TITLE UNDER THE TRANSFER OF LAND ACT 1893	
The person described in the first schedule is the registered proprietor of an estate in fee simple in the land described below subject to the reservations, conditions and depth limit contained in the original grant (if a grant issued) and to the limitations, interests, encumbrances and notifications shown in the second schedule.	
 REGISTRAR OF TITLES 	
LAND DESCRIPTION:	
LOT 500 ON DEPOSITED PLAN 68673	
REGISTERED PROPRIETOR: (FIRST SCHEDULE)	
SHIRE OF WYALKATCHEM OF PO BOX 224 WYALKATCHEM	
(TF N175303) REGISTERED 16/11/2015	
LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS: (SECOND SCHEDULE)	
Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required. Lot as described in the land description may be a lot or location.	
-----END OF CERTIFICATE OF TITLE-----	
STATEMENTS:	
The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.	
SKETCH OF LAND:	DP68673
PREVIOUS TITLE:	1170-516, LR3139-816
PROPERTY STREET ADDRESS:	NO STREET ADDRESS INFORMATION AVAILABLE.
LOCAL GOVERNMENT AUTHORITY:	SHIRE OF WYALKATCHEM
LANDGATE COPY OF ORIGINAL NOT TO SCALE 30/09/2025 12:09 PM Request number: 68824598  www.landgate.wa.gov.au	

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4. Photographs



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Shire of Wyalkatchem Lease Aerodrome Hanger Two –

Lease – portion of Lot 500 Wyalkatchem Aerodrome

Shire of Wyalkatchem

and

Grant Wood

Shire of Wyalkatchem Lease Aerodrome Hanger Two –

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1. Details

1.1. Parties

Shire of Wyalkatchem of PO Box 224, WYALKATCHEM, Western Australia,
6485

(Lessor)

Mr Grant Wood of 19B Wells Court Noranda WA 6062

(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.

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.

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. 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.

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;

- 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.

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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

2 January 2026

Item 5 Rent

Rent will be the amount of \$2,800 excluding GST per annum, that is \$3,080 GST inclusive, payable in one annual payment of \$73,080 including GST, to be paid in advance of the Commencement Date, 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.

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.

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

)

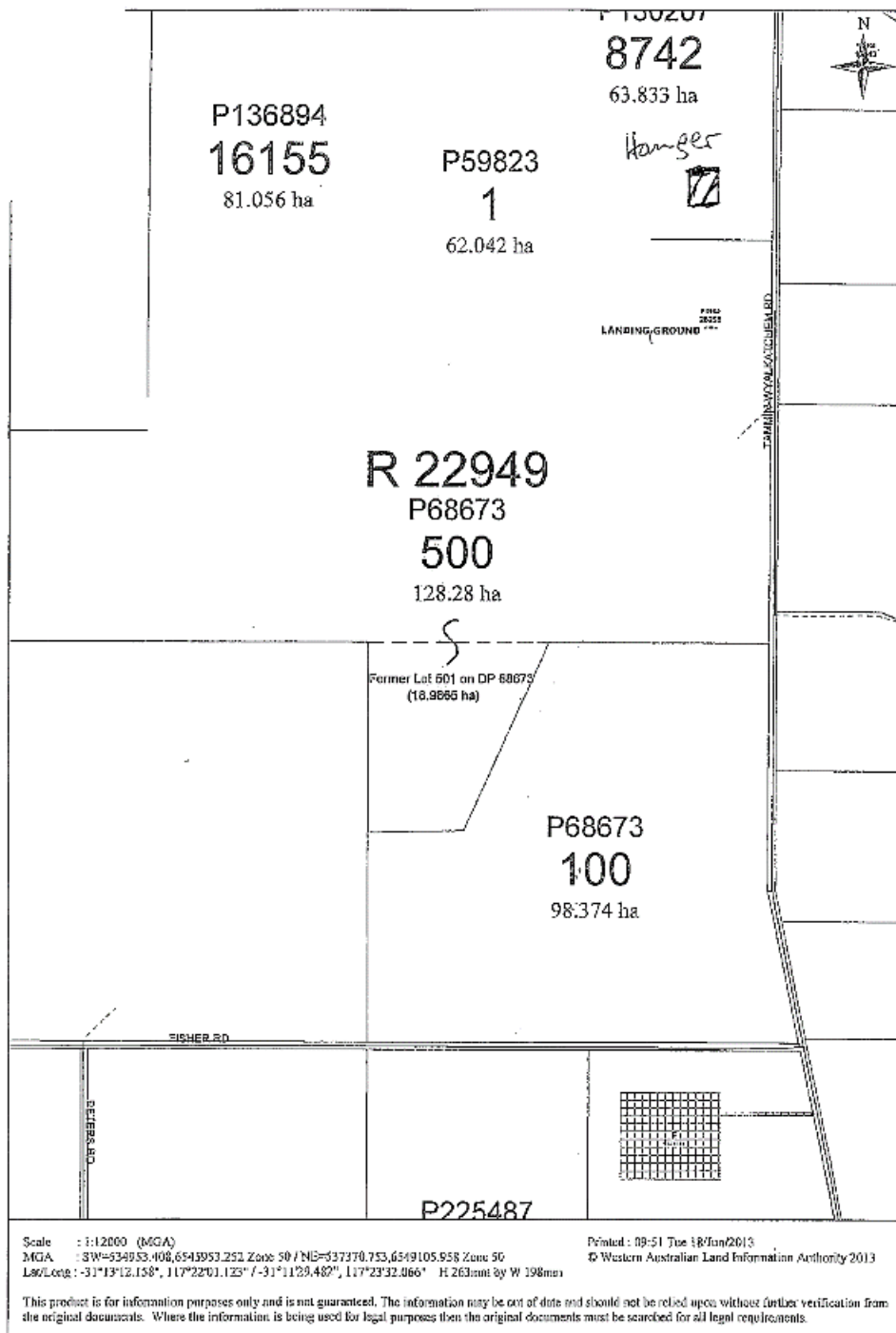
Lessee

)

Witness

Name of witness: _____

5. Annexure A – Plan of Premises



Shire of Wyalkatchem Lease Aerodrome Hanger Two –

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 Grant Wood for the purpose of leasing a hangar at the Wyalkatchem aerodrome.

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 or hand delivered to the shire administration no later than 4.30pm Monday 8 December 2025, for consideration by Council. Please include your postal address and a telephone contact should there be any follow up queries.

IAN MCCABE

Acting Chief Executive Officer

21 November 2025

E 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

10.3.3. LEASE TOP DEPOT

Applicant:	Ms Michelle Eaton
Location:	Lot 8 corner Thurstun and Piesse St's Wyalkatchem
Date:	12 December 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 Ms Michelle Eaton, for the disposition of Lot 8 corner Thurstun and Piesse St Wyalkatchem (otherwise referred to as the Top Depot), for a period of up to one year, 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 weekly rent of \$50 GST exclusive; rent payable monthly in advance; required public liability insurance; and,
3. Note that no public submissions were received on this matter; and,
4. Authorise the President and Acting CEO to execute the lease and affix the Common Seal.

BACKGROUND

Ms Eaton' deceased husband held the lease for this property until his passing, which extinguishes the contract. Ms Eaton maintained lease payments and has complied with the conditions of the lease. On enquiry by the shire, she has agreed to form a new lease to enable removal of the family's property.

COMMENT

The lease held by Mr B Eaton expired with his passing. Ms Michelle Eaton has maintained lease payments and compliance with the conditions of the former lease.

The Acting CEO contacted Ms Eaton in November 2025 and reached agreement to form a new lease. An independent valuation obtained 25 November 2025 would value the lease at \$4,500 per annum (\$1,900 greater than the negotiated value). A draft lease has been negotiated and public notice issued. No comments have been received.

The proposed lease is less than the valuation amount. The officer recommendation considers the inheritance of the lease obligation, the conduct of the proponent, the absence of demand for the property, and the intent to utilise the lease period to remove private property. Accordingly, the payment required under the prior lease is maintained.

STATUTORY ENVIRONMENT

Local Government Act 1995

POLICY IMPLICATIONS

There is no directly relevant policy to this item.

FINANCIAL IMPLICATIONS

This item generates revenue of \$2,600 over the course of its term (this may vary, subject to notice).

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 local government.

COMMUNITY AND STRATEGIC OBJECTIVES

Goal 11: High standard of governance.

Mr Ian McCabe
Acting Chief Executive Officer
Shire of Wyalkatchem
PO Box 224
Wyalkatchem WA 6485

Dear Ian

DESKTOP LEASE VALUE ESTIMATE
Lot 8 (71) Piesse Street (Top Depot) and Lot 210 Wilson Street
(Bottom Depot), Wyalkatchem

We refer to your email dated 20th November 2025 requesting a desktop lease value estimates of Lot 8 (71) Piesse Street (Top Depot) and Lot 210 Wilson Street (Bottom Depot), Wyalkatchem, for lease renewal 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)

71 Piesse Street, Wyalkatchem, and
Wilson Street, Wyalkatchem

Legal Description

The subject properties are legally described as being.

- Lot 8 on Plan 23421 as contained in Certificate of Title Volume 2170 Folio 486.
- Lot 210 on Deposited Plan 202022 as contained in Certificate of Title Volume 1121 Folio 178.

Registered Proprietor(s)

Lot 8 (Top Depot): Shire of Wyalkatchem	(T H216822) Registered 6/8/1999.
Lot 210 (Bottom Depot): Shire of Wyalkatchem	(T 7239/1949)

Encumbrance(s)

Unknown.

*Certificate of Title has not been searched; aforesaid details obtained from
"Landgate Land Enquiry Services".*

Date of Desktop Value Estimate

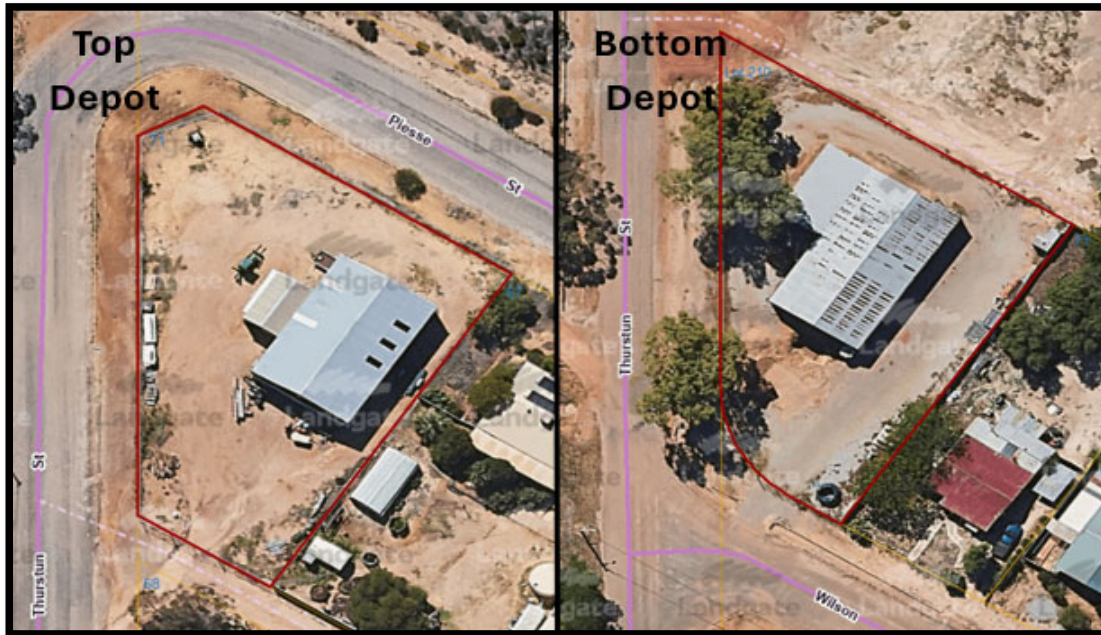
25th November 2025

Mobile: 0447 423 841
Email: ron@rvwa.com.au
PO Box 601 Mount Hawthorn WA 6016

Site Area

The subject allotment details are as follows.

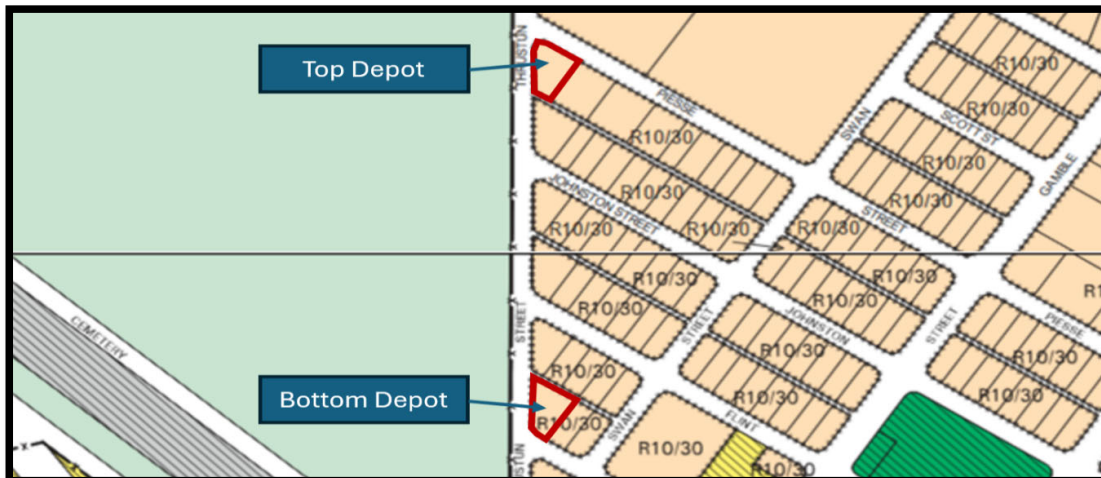
- Top Depot: Subject Lot 8 is a corner allotment and comprises an area of 1683 square metres, it has dual street frontage to Piesse and Thurston Streets, both of which are sealed.
- Bottom Depot: Subject Lot 210 is a corner allotment and comprises an area of 1657 square metres, it has dual street frontage to Wilson and Thurston Streets, both of which are sealed.



Source: Landgate Map Viewer Plus.

Zoning/Authority

Zoned Residential R10/30 the Shire of Wyalkatchem Local Planning Scheme No.4 (District Scheme).



Source: W.A.P.C.

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Email: ron@rvwa.com.au

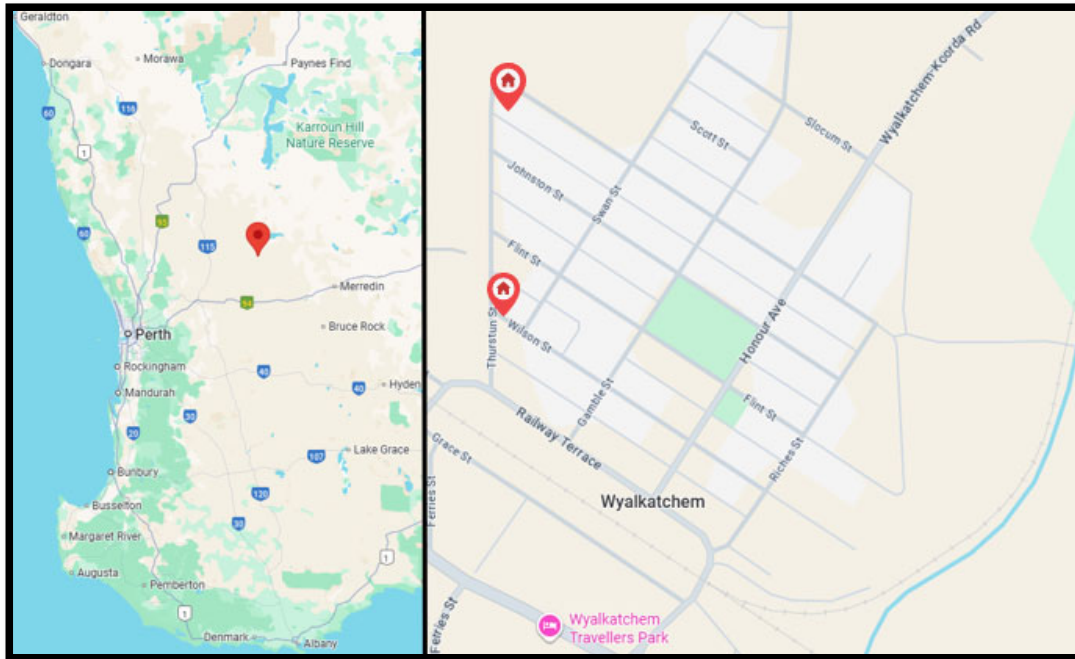
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Location

The subject properties are situated within the township of Wyalkatchem, which lies in the Shire of Wyalkatchem.

Wyalkatchem is located approximately 106 kilometres north-east of the regional centre of Northam and about 192 kilometres north-east of the Perth Central Business District. The local economy is primarily agricultural in nature, based on broadacre cropping and livestock grazing.



Source: Google maps.

Cultural and Heritage Issues

This Desktop Value Estimate 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.

Highest and Best Use

The highest and best use of the property is residential, although its current use for light industrial purposes is non-conforming.

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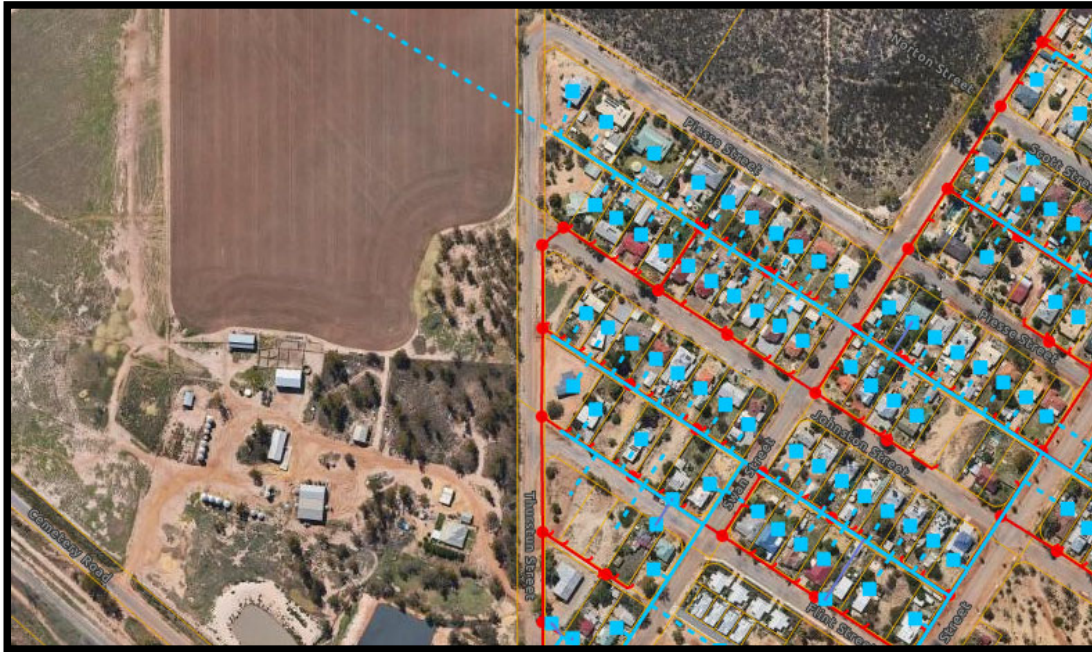
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Services

Top Depot: Telephone, electricity and **scheme water**.

Bottom Depot: Telephone, electricity, **deep sewer** and **scheme water**.



Source: <https://www.watercorporation.com.au>

Improvements

Improvements on the subject properties comprise;

Top Depot

- Shed - Steel frame and iron clad circa 250 sqm.
- Adjoining Shed - Steel frame and iron clad circa 36 sqm.
- Security mesh fence.

Added value: \$20,000

Bottom Depot

Improvements on the subject property comprise;

- Shed - Steel frame and iron clad circa 350 sqm.
- Detached toilet (inclusive of wash basin).
- Hardstand.
- Security mesh fence (3 sides).
- Corrugated iron fence (1 side)

Added value: \$40,000

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Photographs



Source: File photos 2022.

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Source: File photos 2022.

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Source: Shire Wyalkatchem.

General Comments

The subject property was not re-inspected by the valuer for **this** Desktop Value Estimate.

Market Methodology

When direct lease evidence is limited for a small country town such as Wyalkatchem, an alternative valuation methodology is adopted. This approach involves first determining the market value of the subject land—using a summation approach in this instance, given the dearth of relevant evidence—and then applying an appropriate capitalisation yield to calculate the Market Lease Value.

In this instance, the market value estimate has been assessed using a market-based approach.

Market Evidence

In forming my opinion of value, I have had regard to the following sale transactions.

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Address	Contract Date	Sale Price
1. 38 Johnston Street WYALKATCHEM	August 2025	\$22,500 inclusive of Nil GST

Brief Description

A vacant residential allotment of 1012 sqm.
 Nil improvements.
 Agent Bob Davey Real Estate Northam.
 Purchaser Irfan Rind.
 Vendor Khondaker Azi Galib.



Source: Landgate Map Viewer Plus and Cotality.

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2. Lot 82 Railway Terrace WYALKATCHEM**January 2025****\$227,727
inclusive of
Nil GST****Brief Description**

Two contiguous commercial allotments, quantum area of 2561 sqm.

Improvements comprise a 1982-built Brick & Iron business/workshop premises (360sqm business + 328sqm workshop area + 80sqm apron area) and Shed (32sqm), added value considered to be \$180,000.

Suggests a land value of \$57,727 and being \$18.64/sqm.

Agent involvement unknown.

Purchaser Ashlee Banks.

Vendor Paul Plant.



Source: Landgate Map Viewer Plus and Streetview.

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3. 68 Flint Street WYALKATCHEM**October 2024****\$30,000
inclusive of
Nil GST****Brief Description**

A vacant corner residential allotment of 1438 sqm.

Nil improvements.

Agent Bob Davey Real Estate Northam.

Purchaser Leigh Martin.

Vendor Eric Green.



Source: Landgate Map Viewer Plus and Cotality.

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Desktop Lease Value Estimates Rationale

Market Value Estimate

After consideration of the above-mentioned sales, aforementioned valuation rationale and general empirical market indicators, the subject properties are **each** considered to have a land value of.

- \$30,000
- plus, the added value of improvements.

The assessed value estimate of the Top Depot and the Bottom Depot, as detailed in the subsequent table.

	Top Depot	Bottom Depot
Land	\$30,000	\$30,000
Improvements	\$20,000	\$40,000
	\$50,000	\$70,000

Lease Value Estimate

For a property of this type in a small country town such as Wyalkatchem, the Market Lease Value would typically be capitalised at a rate in the range of **8% to 10%**, reflecting the higher risk and lower liquidity associated with regional locations, given the limited market depth and generally shorter, more uncertain leasing timeframes.

	Top Depot	Bottom Depot
Yield	\$50,000	\$70,000
8.00%	\$4,000	\$5,600
9.00%	\$4,500	\$6,300
10.00%	\$5,000	\$7,000

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Desktop Lease Value Estimates

Accordingly, the subject properties as at 25th November 2025, lease value estimates are considered as follows.

- **Top Depot:** To have a **Market Lease Value range (exclusive GST)**, of **\$4,000 - \$5,000** with a midpoint **Market Lease Value of \$4,500**.
Lease value range for negotiation purposes is considered to be **\$11,200 - \$16,000 (exclusive GST)**.
- **Bottom Depot:** To have a **Market Lease Value range (exclusive GST)**, of **\$5,600 - \$7,000** with a midpoint **Market Lease Value of \$6,300**.
Lease value range for negotiation purposes is considered to be **\$5,600 - \$7,000 (exclusive GST)**.



Ron Sawyer

Certified Practising Valuer (No. 64838)

W.A. Licensed Valuer (No. 41648)

25th November 2025

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PO Box 601 Mount Hawthorn WA 6016

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Assumptions, Conditions and Limitations

Desktop Value Assessment	<i>This Desktop Value Estimate is merely an indicative assessment made without the benefit of an inspection of the subject property. If a formal valuation of the subject property is made based on an inspection it may vary significantly from the results of this Desktop Value Estimate. Shire of Wyalkatchem should be aware that the Desktop Value Estimate methodology carries with it risks which entail a degree of likely variation greater than might be expected to be produced by a Valuation.</i>
Third Party Disclaimer	<i>This Desktop Value Estimate has been prepared for the private and confidential use of Shire of Wyalkatchem to assist with value estimation purposes only. It should not be reproduced in whole or part without the express written authority of Urban & 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.</i>
Reliance on Whole Report	<i>This value estimate should be read in its entirety. The valuer does not accept any responsibility where part of this report has been relied upon without reference to the full context of the value estimate report.</i>
Market Change Disclaimer	<i>This Desktop Value Estimate is current as at the date of value 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>
Market Value	<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>
Determination of G.S.T. amount.	<i>The relevant amount of GST should be determined by a taxation professional. We advise that we are not taxation or legal experts, and we recommend competent and qualified advice be obtained. Should this advice vary from our interpretation of the legislation and Australian Taxation Office rulings current as at the date of this valuation, we reserve the right to review and amend our valuation accordingly.</i>
Heritage Disclaimer	<i>Our value estimate 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>
Native Title Assumption	<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>

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Environmental Disclaimer	<i>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 issues can 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.</i>
Inconsistencies in Assumptions	<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>
Land and Building Area Disclaimer	<i>In the event actual surveyed areas of the property are different to the areas adopted in this valuation the survey should be referred to the valuer for comment on any valuation implications. We reserve the right to amend our valuation in the event that a formal survey of areas differs from those detailed in this report.</i>
Planning Disclaimer	<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>
Professional Standards	<i>Our value estimate 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>

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AGREEMENT

between

Shire of Wyalkatchem

and

Michelle Eaton
15 Scott St
Wyalkatchem, WA, 6485

BACKGROUND

The Shire of Wyalkatchem ("Lessor") of 27 Flint St, Wyalkatchem, WA 6485 is the owner of the property at Lot 8 on Plan 23421 as per Certificate of Title Volume 2170 Folio 486 hereinafter referred to as the Top Depot (corner of Thurstun and Piesse St Wyalkatchem).

The prior lessee Brendon Eaton (deceased) and Michelle Eaton ("Lessee") of 15 Scott St, Wyalkatchem, WA, 6485 have maintained occupancy since 27 December 2022. Michelle Eaton expressed interest in a renewed lease for the property. The Lessor and Lessee enter into this Deed to set the terms and conditions of this lease agreement.

AGREEMENT

1. The "Top Depot" means the property located at the corner of Thurstun and Piesse St, Wyalkatchem. The site has a total area of 1,683m² and improvements comprise;
 - Shed - Steel frame and iron clad circa 250 sqm.
 - Adjoining Shed - Steel frame and iron clad circa 36 sqm.
 - Security mesh fence.
2. Subject to the conditions set out hereafter, the Lessor agrees to grant the Lessee the right to Use the Top Depot.
3. The Top Depot is zoned Residential R10/30 under the Shire of Wyalkatchem's Local Planning Scheme No 4.
4. The property is currently used for a non-conforming use being for the storage of plant and equipment.
5. The Lessee intends to use the Top Depot for a non-conforming use being, the general storage of personal items including vehicles, trailers, tools, work benches and storage cabinets including, two sea containers that will be housed inside the steel framed shed.
6. A non-conforming use shall only be permitted if the use does not detract from the amenity of the area and shall be compatible in character, scale and operation with the predominant residential use.
7. Where a non-conforming use of the land has been discontinued for a period of 6-months the Top Depot must not be used after that period otherwise than in conformity with the provisions of the Scheme.
8. The terms of this Lease agreement ("the Lease") shall commence on 2 January 2026 and cease on 31 December 2026.
9. The agreement is conditional upon the following:
 - a. The Lessee shall be responsible to keep and maintain the Top Depot in good and substantial repair, order and condition and in a clean and tidy state free from refuse, rubbish, garbage and litter.
 - b. Except for the installation of security equipment, the Lessee shall not otherwise make

- any building alterations or affix fittings/fixtures to the Top Depot without receiving prior approval in writing from the Lessor.
- c. The Lessee is responsible for the costs of repairing any damage to the Top Depot caused by the Lessee's occupation of the property.
 - d. The Lessee is responsible for securing the site at the commencement of the Lease including for the replacement of locks on entry gates.
10. The Lessee agrees that the Lessee will at all times remain responsible for the lessee's property stored at the Top Depot and for the health, safety and welfare of any person accessing the Top Depot during the lease term and further acknowledges that the Lessor does not have any responsibility to the Lessee in this regard whatsoever.
11. The Lessee agrees to indemnify the Lessor against any loss or damage that the Lessor may suffer as a result of any act or omission by the Lessee or any third party accessing the site during the lease term regardless of whether or not that act or omission is negligent or careless and in particular:
- a. The Lessee is required to obtain public liability insurance (\$10,000,000) for the period of the Lease and agrees to indemnify the Lessor against all actions, claims, demands and costs arising out of or in connection with the lessee's use of the property.
 - b. A copy of the certificate of currency is required to be submitted to the lessor upon demand.
12. The lessee will pay a Lease fee of \$50 per week plus GST, to the lessor, monthly in advance.

BREACH OF LEASE CONDITIONS

If any breach of lease conditions is not remedied within 14 days from date of notice, the lessor may withdraw permission to use the Top Depot and cancel this Lease agreement without further notice.

PAYMENT OF MONEY

Payment for all out-goings and water and power usage charges are the lessee's responsibility.

Any amounts payable to the lessor under this agreement must be paid electronically into the Lessor's bank account or if paying in person at the address of the Lessor referred to in the agreement.

RESTRICTIONS ON USE

Generally

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

1. Use the Top Depot or any part of it for any purpose other than for general equipment storage.
2. Use the Top Depot for habitation purposes or as a permanent or temporary residence.

No offensive or illegal acts

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

No nuisance

The Lessee must not and must not suffer or permit a person to do or carry out within the top Depot site anything which causes a nuisance, damage or disturbance to the Lessor or to owners or occupiers of neighbouring properties.

No dangerous substances

The Lessee must not and must not suffer or permit a person to place any explosive or highly flammable material within the Top Depot without appropriate precautions and without having first obtained the written approval of the Lessor.

LESSOR'S RIGHTS

During the lease term, the Lessor reserves the right to enter the property to undertake any activity necessary for the investigation or remediation of environmental contamination at the Top Depot site.

The Lessee acknowledges that permitting this activity is a condition of this lease agreement and agrees to promptly cooperate with all requests for site access to perform works by the lessor, even if such access or works may inconvenience the Lessee.

NO ASSIGNMENT, SUBLETTING AND CHARGING

The rights in this agreement are personal to the lessee and the Lessee may not transfer, assign, sublet, assign or otherwise part with possession or in any way dispose of any of its rights or obligations.

OBLIGATIONS ON EXPIRY OR TERMINATION OF LEASE

Peacefully Surrender

On Termination, the Lessee must peacefully surrender and return to the lessor the Top Depot in a condition consistent with the performance of the lessee's obligations under this Lease.

Restoration of Leased Area

If directed to do so by the Lessor, the lessee must at its own cost and expense and to the Lessor's satisfaction restore the Top Depot to the same or substantially the same condition as it was immediately prior to the Commencement Date.

Removal and Sale of Improvements

Unless otherwise agreed by the Lessor in writing, in the event this Lease is terminated or otherwise determined, the Lessee must at its own cost and to the Lessor's satisfaction remove all fixtures, buildings, improvements and structures erected within the Top Depot by the Lessee.

Obligation to continue

The Lessee's obligations under this clause will continue, notwithstanding the end or Termination of this Lease.

DISPUTES

Appointment of Arbitrator

Any dispute or difference arising between the parties to this Lease touching any aspect of this Lease or the operation or construction hereof shall be referred to a single arbitrator in accordance with and subject to the provisions of the *Commercial Arbitration Act 1987* and in any such proceedings the parties shall be entitled to be represented by a legal practitioner.

NOTICE

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, e-mailing 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.

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 the Lessor of Wyalkatchem, 27 Flint Street, Wyalkatchem during business hours or by e-mailing general@wyalkatchem.wa.gov.au

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.

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.

FURTHER ASSISTANCE

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.

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 extent 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.

EXECUTED on

THE COMMON SEAL of the SHIRE OF WYALKATCHEM
was hereunto affixed by authority of a resolution of
the Council in the •

President

Chief Executive Officer

Executed by Michelle Eaton, in accordance with section
127 of the Corporations Act 2001.

Michelle Eaton
Lessee

Witness

Name of Witness (Print name in full)

PUBLIC NOTICE

NOTICE OF INTENT TO DISPOSE OF PROPERTY

Notice is given that the Shire of Wyalkatchem intends to form agreement with Mrs Michelle Eaton for the purpose of leasing a depot located at the corner of Thurstun and Piesse St's Wyalkatchem.

The main condition of the lease is a term of one year from 2 January 2026 at a weekly rent of \$55 GST inclusive; market value is \$95 per week GST inclusive. The suggested rent maintains an existing arrangement with a deceased estate on a temporary basis (occupation may be significantly less than the period of one year).

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 or hand delivered to the shire administration no later than 4.30pm Monday 15 December 2025, for consideration by Council.

Please include your postal address, email and telephone contact should there be any follow up queries.

IAN MCCABE

Acting Chief Executive Officer

1 December 2025

E 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. LEASE BOTTOM DEPOT

Applicant:	Elders Rural Services Australia Limited
Location:	Lot 210 73 Wilson St Wyalkatchem
Date:	12 December 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 Elders Rural Services Australia Limited, for the disposition of Lot 210 73 Wilson St Wyalkatchem (otherwise referred to as the Bottom Depot), for a period of four years, commencing 1 February 2026; and,
2. That the conditions of the lease as set out in its terms and in schedules will determine its operative delivery, being weekly rent of \$6,300 per annum GST exclusive in the first and second years; \$6,600 per annum GST exclusive in the third and fourth years; rent payable in 12 monthly instalments per year, in advance; required public liability insurance; and,
3. Note that no public submissions were received on this matter; and,
4. Authorise the President and Acting CEO to execute the lease and affix the Common Seal.

BACKGROUND

Elders Rural Services have a current lease on this property expiring 31 January 2026, with an annual lease amount of \$6,000. Elders have occupied the property since 1 February 2024 and have been a good tenant. Discussions since 13 October have resulted in a negotiated lease which is recommended for Council's acceptance.

COMMENT

A lease held by Elders Rural Service Australia Limited ('Elders') is due to expire 31 January 2026.

The Acting CEO and Elders representatives have been in discussion since 13 October 2025 and have reached agreement on a draft lease. The lease proposes an extended term (two years to four years), a 5.0% increase on the current rent, for a period of two years (that is, \$6,300 per annum for two years); and then a further increase of 4.8% in 2028 for the remaining two years (that is \$6,600 per annum). This is market value.

An independent valuation obtained 25 November 2025 would value the lease at \$6,300 per annum. A draft lease has been negotiated and public notice issued. No comments have been received.

The officer recommendation is to accept the lease and retain a good tenant. The extended period of four years provides certainty to the lessee and provides adequate time for the local government to complete land usage surveys and planning across shire land holdings that will support longer term plans.

STATUTORY ENVIRONMENT

Local Government Act 1995

POLICY IMPLICATIONS

There is no directly relevant policy to this item.

FINANCIAL IMPLICATIONS

This item generates revenue of \$25,800 over the course of its term.

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 local government.

COMMUNITY AND STRATEGIC OBJECTIVES

Goal 11: High standard of governance.

Mr Ian McCabe
Acting Chief Executive Officer
Shire of Wyalkatchem
PO Box 224
Wyalkatchem WA 6485

Dear Ian

DESKTOP LEASE VALUE ESTIMATE
Lot 8 (71) Piesse Street (Top Depot) and Lot 210 Wilson Street
(Bottom Depot), Wyalkatchem

We refer to your email dated 20th November 2025 requesting a desktop lease value estimates of Lot 8 (71) Piesse Street (Top Depot) and Lot 210 Wilson Street (Bottom Depot), Wyalkatchem, for lease renewal 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)

71 Piesse Street, Wyalkatchem, and
Wilson Street, Wyalkatchem

Legal Description

The subject properties are legally described as being.

- Lot 8 on Plan 23421 as contained in Certificate of Title Volume 2170 Folio 486.
- Lot 210 on Deposited Plan 202022 as contained in Certificate of Title Volume 1121 Folio 178.

Registered Proprietor(s)

Lot 8 (Top Depot): Shire of Wyalkatchem	(T H216822) Registered 6/8/1999.
Lot 210 (Bottom Depot): Shire of Wyalkatchem	(T 7239/1949)

Encumbrance(s)

Unknown.

*Certificate of Title has not been searched; aforesaid details obtained from
"Landgate Land Enquiry Services".*

Date of Desktop Value Estimate

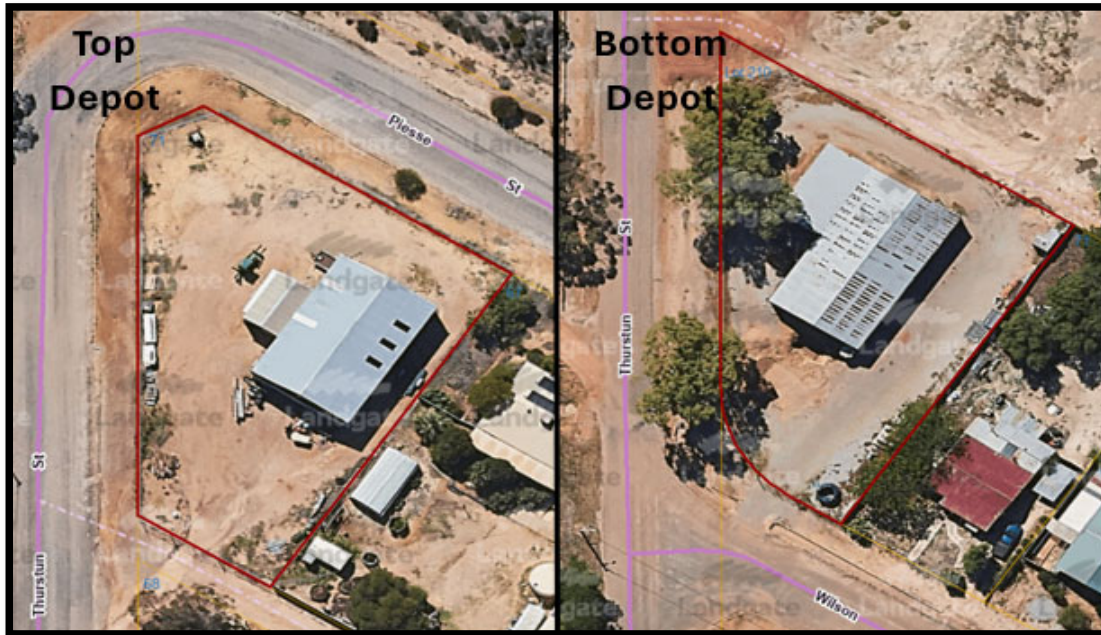
25th November 2025

Mobile: 0447 423 841
Email: ron@rvwa.com.au
PO Box 601 Mount Hawthorn WA 6016

Site Area

The subject allotment details are as follows.

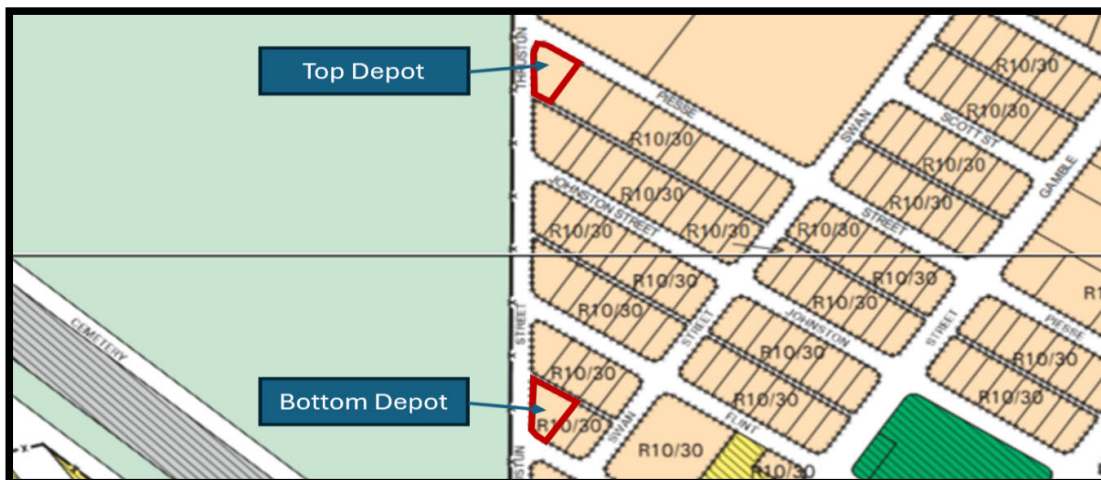
- Top Depot: Subject Lot 8 is a corner allotment and comprises an area of 1683 square metres, it has dual street frontage to Piesse and Thurston Streets, both of which are sealed.
- Bottom Depot: Subject Lot 210 is a corner allotment and comprises an area of 1657 square metres, it has dual street frontage to Wilson and Thurston Streets, both of which are sealed.



Source: Landgate Map Viewer Plus.

Zoning/Authority

Zoned Residential R10/30 the Shire of Wyalkatchem Local Planning Scheme No.4 (District Scheme).



Source: W.A.P.C.

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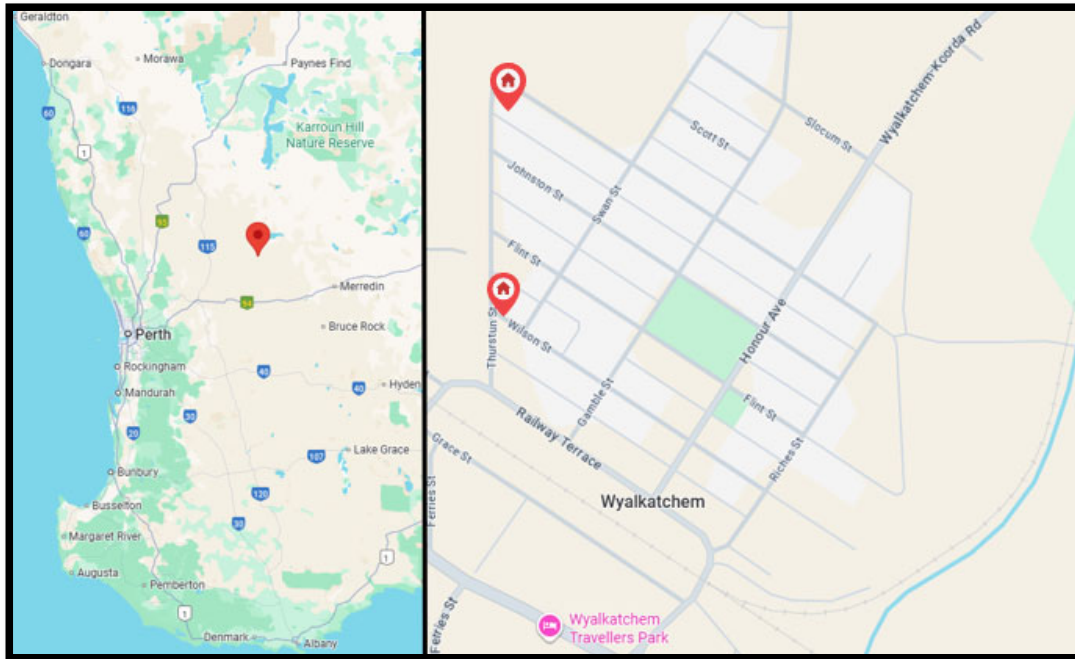
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Location

The subject properties are situated within the township of Wyalkatchem, which lies in the Shire of Wyalkatchem.

Wyalkatchem is located approximately 106 kilometres north-east of the regional centre of Northam and about 192 kilometres north-east of the Perth Central Business District. The local economy is primarily agricultural in nature, based on broadacre cropping and livestock grazing.



Source: Google maps.

Cultural and Heritage Issues

This Desktop Value Estimate 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.

Highest and Best Use

The highest and best use of the property is residential, although its current use for light industrial purposes is non-conforming.

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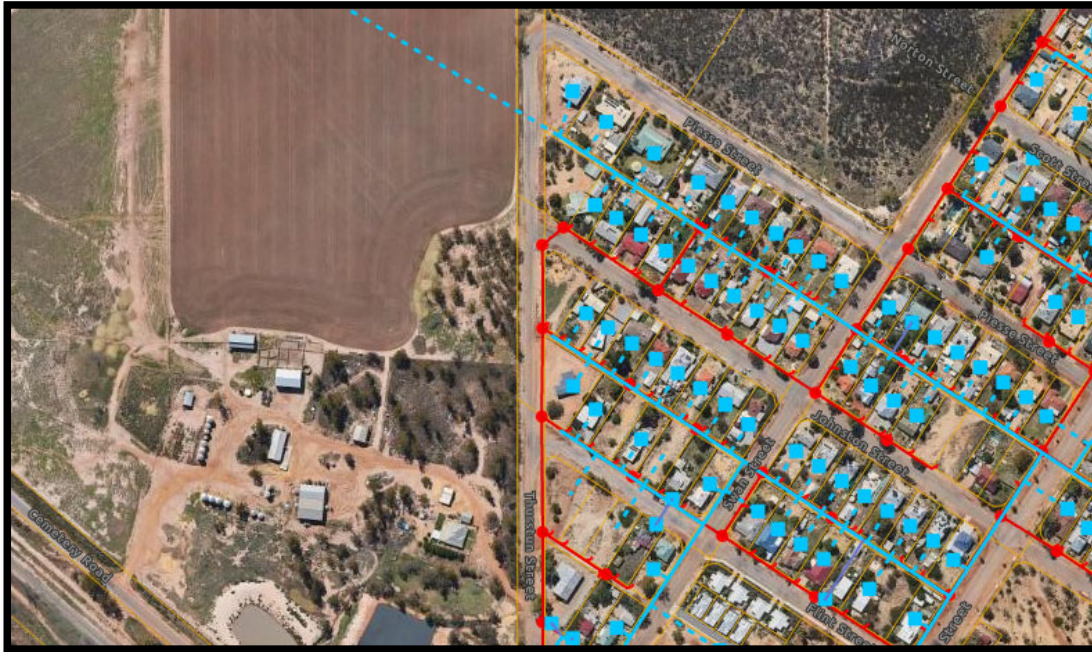
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Services

Top Depot: Telephone, electricity and **scheme water**.

Bottom Depot: Telephone, electricity, **deep sewer** and **scheme water**.



Source: <https://www.watercorporation.com.au>

Improvements

Improvements on the subject properties comprise;

Top Depot

- Shed - Steel frame and iron clad circa 250 sqm.
- Adjoining Shed - Steel frame and iron clad circa 36 sqm.
- Security mesh fence.

Added value: \$20,000

Bottom Depot

Improvements on the subject property comprise;

- Shed - Steel frame and iron clad circa 350 sqm.
- Detached toilet (inclusive of wash basin).
- Hardstand.
- Security mesh fence (3 sides).
- Corrugated iron fence (1 side)

Added value: \$40,000

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Photographs



Source: File photos 2022.

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Source: File photos 2022.

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Source: Shire Wyalkatchem.

General Comments

The subject property was not re-inspected by the valuer for **this** Desktop Value Estimate.

Market Methodology

When direct lease evidence is limited for a small country town such as Wyalkatchem, an alternative valuation methodology is adopted. This approach involves first determining the market value of the subject land—using a summation approach in this instance, given the dearth of relevant evidence—and then applying an appropriate capitalisation yield to calculate the Market Lease Value.

In this instance, the market value estimate has been assessed using a market-based approach.

Market Evidence

In forming my opinion of value, I have had regard to the following sale transactions.

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Address	Contract Date	Sale Price
1. 38 Johnston Street WYALKATCHEM	August 2025	\$22,500 inclusive of Nil GST

Brief Description

A vacant residential allotment of 1012 sqm.
 Nil improvements.
 Agent Bob Davey Real Estate Northam.
 Purchaser Irfan Rind.
 Vendor Khondaker Azi Galib.



Source: Landgate Map Viewer Plus and Cotality.

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2. Lot 82 Railway Terrace WYALKATCHEM**January 2025****\$227,727
inclusive of
Nil GST****Brief Description**

Two contiguous commercial allotments, quantum area of 2561 sqm.

Improvements comprise a 1982-built Brick & Iron business/workshop premises (360sqm business + 328sqm workshop area + 80sqm apron area) and Shed (32sqm), added value considered to be \$180,000.

Suggests a land value of \$57,727 and being \$18.64/sqm.

Agent involvement unknown.

Purchaser Ashlee Banks.

Vendor Paul Plant.



Source: Landgate Map Viewer Plus and Streetview.

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3. 68 Flint Street WYALKATCHEM**October 2024****\$30,000
inclusive of
Nil GST****Brief Description**

A vacant corner residential allotment of 1438 sqm.

Nil improvements.

Agent Bob Davey Real Estate Northam.

Purchaser Leigh Martin.

Vendor Eric Green.



Source: Landgate Map Viewer Plus and Cotality.

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Desktop Lease Value Estimates Rationale

Market Value Estimate

After consideration of the above-mentioned sales, aforementioned valuation rationale and general empirical market indicators, the subject properties are **each** considered to have a land value of.

- \$30,000
- plus, the added value of improvements.

The assessed value estimate of the Top Depot and the Bottom Depot, as detailed in the subsequent table.

	Top Depot	Bottom Depot
Land	\$30,000	\$30,000
Improvements	\$20,000	\$40,000
	\$50,000	\$70,000

Lease Value Estimate

For a property of this type in a small country town such as Wyalkatchem, the Market Lease Value would typically be capitalised at a rate in the range of **8% to 10%**, reflecting the higher risk and lower liquidity associated with regional locations, given the limited market depth and generally shorter, more uncertain leasing timeframes.

	Top Depot	Bottom Depot
Yield	\$50,000	\$70,000
8.00%	\$4,000	\$5,600
9.00%	\$4,500	\$6,300
10.00%	\$5,000	\$7,000

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Desktop Lease Value Estimates

Accordingly, the subject properties as at 25th November 2025, lease value estimates are considered as follows.

- **Top Depot:** To have a **Market Lease Value range (exclusive GST)**, of **\$4,000 - \$5,000** with a midpoint **Market Lease Value of \$4,500**.
Lease value range for negotiation purposes is considered to be **\$11,200 - \$16,000 (exclusive GST)**.
- **Bottom Depot:** To have a **Market Lease Value range (exclusive GST)**, of **\$5,600 - \$7,000** with a midpoint **Market Lease Value of \$6,300**.
Lease value range for negotiation purposes is considered to be **\$5,600 - \$7,000 (exclusive GST)**.



Ron Sawyer

Certified Practising Valuer (No. 64838)

W.A. Licensed Valuer (No. 41648)

25th November 2025

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Assumptions, Conditions and Limitations

Desktop Value Assessment	<i>This Desktop Value Estimate is merely an indicative assessment made without the benefit of an inspection of the subject property. If a formal valuation of the subject property is made based on an inspection it may vary significantly from the results of this Desktop Value Estimate. Shire of Wyalkatchem should be aware that the Desktop Value Estimate methodology carries with it risks which entail a degree of likely variation greater than might be expected to be produced by a Valuation.</i>
Third Party Disclaimer	<i>This Desktop Value Estimate has been prepared for the private and confidential use of Shire of Wyalkatchem to assist with value estimation purposes only. It should not be reproduced in whole or part without the express written authority of Urban & 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.</i>
Reliance on Whole Report	<i>This value estimate should be read in its entirety. The valuer does not accept any responsibility where part of this report has been relied upon without reference to the full context of the value estimate report.</i>
Market Change Disclaimer	<i>This Desktop Value Estimate is current as at the date of value 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>
Market Value	<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>
Determination of G.S.T. amount.	<i>The relevant amount of GST should be determined by a taxation professional. We advise that we are not taxation or legal experts, and we recommend competent and qualified advice be obtained. Should this advice vary from our interpretation of the legislation and Australian Taxation Office rulings current as at the date of this valuation, we reserve the right to review and amend our valuation accordingly.</i>
Heritage Disclaimer	<i>Our value estimate 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>
Native Title Assumption	<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>

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Environmental Disclaimer	<i>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 issues can 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.</i>
Inconsistencies in Assumptions	<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>
Land and Building Area Disclaimer	<i>In the event actual surveyed areas of the property are different to the areas adopted in this valuation the survey should be referred to the valuer for comment on any valuation implications. We reserve the right to amend our valuation in the event that a formal survey of areas differs from those detailed in this report.</i>
Planning Disclaimer	<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>
Professional Standards	<i>Our value estimate 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>

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Email: ron@rvwa.com.au

PO Box 601 Mount Hawthorn WA 6016

Rural Valuations W.A. Pty Ltd (ACN 610 385 521) ATFT Sawyer Trading Trust (ABN 72 297 343 934) TA Urban & Rural Valuations
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LEASE AGREEMENT

between

**Shire of Wyalkatchem, of
27 Flint Street Wyalkatchem, WA, 6485
ABN: 47 096 937 882**

and

**Elders Rural Services Australia Limited,
ABN: 72 004 045 121**

of

50 Wilson St Wyalkatchem, WA, 6485

BACKGROUND

The Shire of Wyalkatchem ("Lessor") of 27 Flint St, Wyalkatchem, WA 6485 is the owner of the property at Lot 210 on Plan 202022 as per Certificate of Title Volume 1121 Folio 178 hereinafter referred to as the Bottom Depot (73 Wilson St Wyalkatchem).

Elders Rural Services Australia Limited ("Lessee") of 50 Wilson St, Wyalkatchem was successful in responding to the Shire's request for Expressions of Interest in leasing the property; and have been occupying the property pursuant to a lease since 1/2/2024.

The Lessor hereby leases the Bottom Depot to the Lessee upon the following terms and conditions:

1. AGREEMENT

- 1.1. The "Bottom Depot" means the property located at the corner of Thurstun and Wilson St, Wyalkatchem. The site has a total area of 1,657m² and improvements comprise;
 - Shed - Steel frame and iron clad circa 350 sqm.
 - A plumbed & powered 20-foot amenities dongar.
 - Detached toilet (inclusive of wash basin).
 - Hardstand.
 - Security mesh fence (3 sides).
 - Corrugated iron fence (1 side)
- 1.2. The Bottom Depot is zoned Residential R10/30 under the Shire of Wyalkatchem's Local Planning Scheme No 4.
- 1.3. The property is currently used for a non-conforming use being for the storage of plant and equipment.
- 1.4. The Lessee intends to use the Bottom Depot for a non-conforming use being, the storage of items associated with the services it provides within the Wyalkatchem community including, the storage of empty 1,000 litre Intermediate Bulk Containers (IBC's), the storage of wool on behalf of customers and truck storage.
- 1.5. The Lessee using its best endeavours to store empty IBC's, as far as possible, inside the shed and if the shed is full, in a neat and orderly manner.
- 1.6. A non-conforming use shall only be permitted if the use does not detract from the social and visual amenity of the area and shall be compatible in character, scale and operation with the neighbouring residential use.
- 1.7. Where a non-conforming use of the land has been discontinued for a period of 6-months the Bottom Depot must not be used after that period otherwise

than in conformity with the provisions of the Scheme.

- 1.8. The four-year term of this Lease agreement ("the Lease") shall commence on 1 February 2026 and cease on 31 January 2030.
- 1.9. During the term of this Lease the Lessor must allow the Lessee to peacefully and quietly occupy and enjoy the Bottom Depot.
- 1.10. The Lessee shall be responsible to keep and maintain the Bottom Depot in good and substantial repair, order and condition and in a clean and tidy state free from refuse, rubbish, garbage and litter.
- 1.11. The lessor and Lessee shall agree on a site and facility condition report, within 4 weeks of the Lease commencing.
- 1.12. The Lessee shall not make any building alterations or affix fittings/fixtures to the Bottom Depot without receiving prior approval in writing from the Shire's CEO.
- 1.13. The Lessee is responsible for the costs of repairing any damage that it causes to the Bottom Depot.
- 1.14. The Lessee is not obliged to do work of a structural or capital nature or to arrange or pay for the repair or replacement of major components unless required because of the Lessee's use of the Bottom Depot or the deliberate or negligent act or omission of the Lessee.
- 1.15. If during the term of this Lease, structural or capital works or the replacement of major component parts are required in respect of the Bottom Depot which are not the responsibility hereunder of the Lessee, the Lessor will cause such works to be undertaken promptly, by suitably qualified persons, and at its own cost and expense.
- 1.16. Without limiting clause 1.14, the Lessor must, at its own cost and expense, maintain the Bottom Depot in good, structurally sound and watertight condition.
- 1.17. The Lessee is responsible for securing the site at the commencement of the Lease including for the replacement of locks on entry gates.
- 1.18. The Lessee agrees that the Lessee will at all times remain responsible for the health, safety and welfare of any person that it invites to access the Bottom Depot and further acknowledges that the Lessor does not have any responsibility to the Lessee in this regard whatsoever.
- 1.19. The Lessee indemnifies the Lessor and will at all times keep the Lessor indemnified against all costs, losses, damages or actions incurred or brought against the Lessor arising from any action or non-action whatsoever on the part of the Lessee in respect of the Lessee's occupation or use of the Bottom Depot. The Lessee will not indemnify the Lessor against any costs, losses, damages or actions incurred or brought against the Lessor that are caused by the Lessor or any of its agents, contractors, employees, invitees or third party

occupiers.

- 1.20. At its own expense the Lessee must maintain during the term of this Lease the following insurance:
- a. a policy of public risk liability insurance with respect to the business, activities and operations of the Lessee for a sum of not less than \$10,000,000; and
 - b. a policy to insure all of the Lessee's fixtures, fittings and property including stock, plant and equipment against loss or damage for their full reinstatement and replacement value.

The policies must be taken out with a recognised and reputable public insurance office and the Lessee must provide the Lessor with copies of certificates or insurance in relation to the policies upon request within a reasonable timeframe.

- 1.21. At its own expense the Lessor must maintain during the term of this Lease the following insurance:
- a. a policy of public risk liability insurance with respect to the business, activities and operations of the Lessor for a sum of not less than \$10,000,000; and
 - b. a policy to insure all of the Lessor's land, property, fixtures and fittings, plant or equipment, against loss or damage for their full reinstatement and replacement value.

The policies of insurance must be taken out with a recognised and reputable public insurance office and the Lessor must provide the Lessee with copies of certificates of insurance in relation to the policies upon request.

- 1.22. The Lessee will pay a Lease fee to the Lessor, payable in 12 equal monthly instalments, in advance, as per Schedule 1.

2. BREACH OF LEASE CONDITIONS

If any breach of a Lease conditions is not remedied within 14 days from date of notice, the Lessor may withdraw permission to use the Bottom Depot and terminate this Lease agreement without further notice.

3. PAYMENT OF MONEY

3.1. Payment for all out-goings and water & power usage and connection charges are the Lessee's responsibility.

3.2. Any amounts payable to the Lessor under this agreement must be paid electronically into the Lessor's bank account or if paying in person at the address of the Lessor referred to in the agreement.

4. RESTRICTIONS ON USE

Generally

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

4.1. Use the Bottom Depot or any part of it for any purpose other than for general equipment storage.

4.2. Use the Bottom Depot for habitation purposes or as a permanent or temporary residence.

5. No Offensive or Illegal Acts

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

6. No nuisance

The Lessee must not and must not suffer or permit a person to do or carry out within the Bottom Depot site anything which causes a nuisance, damage or disturbance to the Lessor or to owners or occupiers of neighbouring properties.

7. No dangerous substances

The Lessee must not and must not suffer or permit a person to place any explosive or highly flammable material within the Bottom Depot without appropriate precautions and without having first obtained the written approval of the Lessor.

8. NO ASSIGNMENT, SUBLETTING AND CHARGING

The rights in this Lease are personal to the Lessee and the Lessee may not transfer, assign, sublet, assign or otherwise part with possession or in any way dispose of any of its rights or obligations.

9. OBLIGATIONS ON EXPIRY OR TERMINATION OF LEASE

Peacefully Surrender

9.1. On **expiry** or termination of this lease, the Lessee must peacefully surrender and return to the Lessor the Bottom Depot in a condition consistent with the performance of the Lessee's obligations under this Lease.

Restoration of Leased Area

9.2. If directed to do so by the Lessor, the Lessee must at its own cost and

expense and to the Lessor's satisfaction, restore the Bottom Depot to the same or substantially the same condition as it was immediately prior to the Commencement Date, with damage caused by fair wear and tear being excepted.

Removal and Sale of Improvements

- 9.3. Unless otherwise agreed by the Lessor in writing, in the event this Lease is terminated or otherwise determined, the Lessee must at its own cost and to the Lessor's satisfaction remove all fixtures, buildings, improvements and structures erected within the Bottom Depot by the Lessee.

Obligation to Continue

- 9.4. The Lessee's obligations under this clause will continue, notwithstanding the expiry or termination of this Lease.

10.DISPUTES

- 10.1. For the purpose of this clause, "**Dispute**" means any claim, allegation, complaint, action or other form of dispute made or brought by either the Lessor or the Lessee against the other arising out of or connected with this Lease.
- 10.2. If a party claims that a Dispute has arisen, that party must give written notice to the other party specifying the nature and details of the Dispute, providing any supporting material, and stating the terms upon which the party would be prepared to resolve the Dispute. Where applicable, any notice given under this clause will be accepted by the parties as providing pre-action notice of the Dispute for the purposes of the rules of any court which may have jurisdiction over the Dispute.
- 10.3. Within 15 days of receipt of the notice (or such longer period agreed by all parties), representatives of the Lessor and the Lessee must meet in good faith and, acting reasonably, do their best to resolve the Dispute quickly and efficiently through negotiation.
- 10.4. If the parties cannot resolve the Dispute by negotiation, they must, in good faith and acting reasonably, do their best to resolve the Dispute by participating in a mediation with an independent mediator. If the parties do not agree on a mediator, the mediator will be appointed by the Resolution Institute.
- 10.5. Unless the parties otherwise agree, the mediator's fee and any other costs of the mediation itself will be shared equally between the parties, but the parties will each pay their own costs of preparing for and participating in the mediation (including travel costs and costs of legal representation).
- 10.6. Only after exhausting the steps in clauses 10.1 to 10.5 inclusive may a

party refer a Dispute for determination by a court or tribunal.

- 10.7. Nothing in this clause 10 restricts or limits the right of either party to apply to a court for urgent interlocutory relief (such as an injunction).

11.NOTICE

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, e-mailing 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.

12. 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 the Lessor's offices at 27 Flint Street, Wyalkatchem during business hours or by e-mailing general@wyalkatchem.wa.gov.au

13.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.

14.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.

15.FURTHER ASSISTANCE

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.

16.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 extent 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.

SCHEDULE 1

1. The Lessee shall pay a Lease fee plus GST to the Lessor, payable in 12 equal monthly instalments, in advance, as per the following schedule:
 - a. The Year commencing 1 February 2026: \$6,300
 - b. The Year commencing 1 February 2027: \$6,300
 - c. The Year commencing 1 February 2028: \$6,600
 - d. The Year commencing 1 February 2029: \$6,600

EXECUTED on

THE COMMON SEAL of the SHIRE OF

WYALKATCHEM

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

President

Chief Executive Officer

Executed by Elders Rural Services
Australia Limited, in accordance with
section 127 of the Corporations Act
2001.

Director

Secretary

PUBLIC NOTICE

NOTICE OF INTENT TO DISPOSE OF PROPERTY

Notice is given that the Shire of Wyalkatchem intends to form agreement with Elders Rural Services Australia for the purpose of leasing a depot located at 73 Wilson St Wyalkatchem.

The main condition of the lease is a term of four years from 1 February 2026 at an annual lease of \$6,930 GST inclusive; this is market value. The lease includes an increase of 4.8% on 1 February 2028 for the remaining two years.

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 or hand delivered to the shire administration no later than 4.30pm Monday 15 December 2025, for consideration by Council.

Please include your postal address, email and telephone contact should there be any follow up queries.

IAN MCCABE

Acting Chief Executive Officer

1 December 2025

E 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

10.3.5. LICENCE – OLD TENNIS CLUB

Applicant:	Ho Tzarina Tsiuyen
Location:	Reserve 15004 Old Tennis Club
Date:	12 December 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 licence agreement as attached to this item, between the Shire of Wyalkatchem and Ms Ho Tzarina Tsiuyen, for the disposition of a portion of lot 502 Hands Drive Wyalkatchem within the reserve 15004, being a location known as the Old Tennis Club, for a period of two years, commencing 2 January 2026; and,
2. That the conditions of the licence as set out in its terms and in schedules will determine its operative delivery, being an annual rent of \$1 payable on demand, and that the purpose of occupancy shall be for family daycare; required public liability insurance; and,
3. Note that no public submissions were received on this matter; and,
4. Authorise the Acting CEO to execute the licence.

BACKGROUND

A daycare service was first established at the then tennis club premises in 2016. There have been interruptions to the service, mainly associated with the retention of suitable operators. However, a constant has been the provision of the premises by the Shire of Wyalkatchem, which are convenient, well-appointed and safe.

Ms Ho was offered a licence to operate the service for six months in June 2025.

COMMENT

The current agreement ceases 31 December 2025. The current operator, Ms Ho, intends to re-open in January 2026 and the certainty of an ongoing service would be beneficial to residents.

The previous agreement allowed for a \$1 rent per annum on demand, as well as an allowance of up to \$3,500 for utilities (a significant proportion would be fixed costs and a lesser amount payable by the shire in any event were other activities to occur at this site).

An independent valuation obtained 2 December would value a potential lease at \$9,000 per annum. A draft licence has been negotiated and public notice issued. No comments have been received.

The officer recommendation is to accept the lease and retain a good tenant and a valued service to the community. The extended period of two years will provide certainty to the operator and the community and allow the local government to complete community development that will support longer term plans.

STATUTORY ENVIRONMENT

Local Government Act 1995

POLICY IMPLICATIONS

There is no directly relevant policy to this item.

FINANCIAL IMPLICATIONS

Costs associated with this item are mainly fixed and have been accounted for in the approved budget.

RISK IMPLICATIONS

This item has been prepared to reduce risk to council and the local government. Besides management of the relationship, this agreement will allow for the provision of early childhood education to Wyalkatchem families. This is beneficial to children and provides a social dividend. Further, there are employment benefits accrued to the community. The community benefit of this licence far outweighs the potential expenditures associated with asset. This agreement will assist in managing the asset and contribute to the strategic planning of the local government.

COMMUNITY AND STRATEGIC OBJECTIVES

Goal 11: High standard of governance.

This item directly delivers Strategic Community Plan outcome 2.6: 'Facilitate access to the day care service in town.'



URBAN & RURAL
VALUATIONS

Mr Ian McCabe
Acting Chief Executive Officer
Shire of Wyalkatchem
PO Box 224
Wyalkatchem WA 6485

Dear Ian

DESKTOP LEASE VALUE ESTIMATE

Portion of Lot 502 Hands Drive (Former Tennis Club), Wyalkatchem

We refer to your email dated 24th November 2025 requesting a desktop lease value estimate of a portion of Lot 502 Hands Drive (Former Tennis Club), Wyalkatchem, for lease consideration 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)

Hands Drive, Wyalkatchem

Legal Description

The subject property is legally described as being a portion of Lot 502 on Deposited Plan 59823 as contained in Land Record Volume 3156 Folio 733.

Registered Proprietor(s)

State of Western Australia

(T K853231) Registered 11/02/2009

Encumbrance(s)

Unknown.

*Land Record has not been searched; aforesaid details obtained from
"Landgate Land Enquiry Services".*

Date of Desktop Value Estimate

2nd December 2025

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Email: ron@rvwa.com.au
PO Box 601 Mount Hawthorn WA 6016

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Site Area

Site area details are as follows.

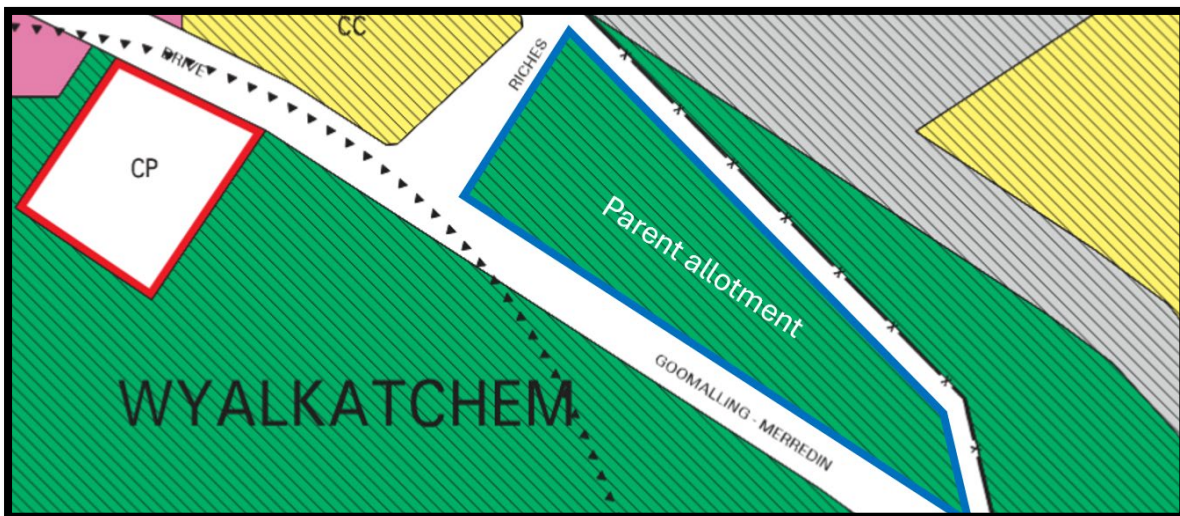
- Subject Lease area – circa 580sqm.
- Parent allotment - 4-1381 hectares.



Source: Landgate Map Viewer Plus.

Zoning/Authority

Zoned Parks and Recreation the Shire of Wyalkatchem Local Planning Scheme No.4 (District Scheme).



Source: W.A.P.C.

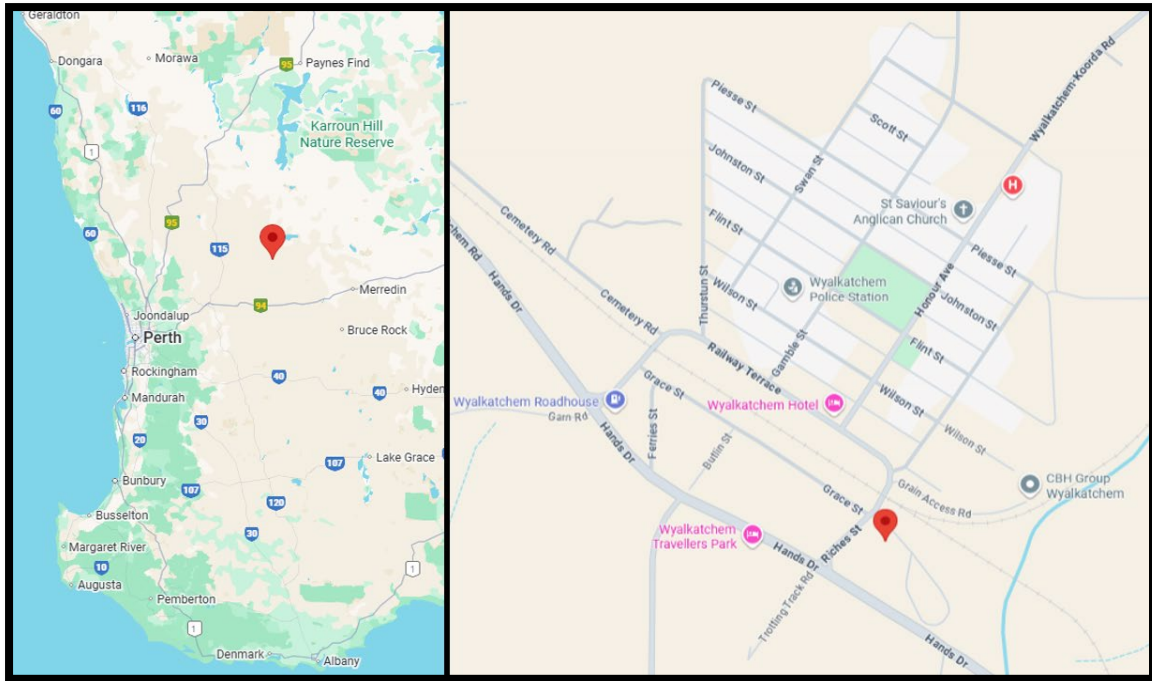
Location

The subject premises are situated within the township of Wyalkatchem, which lies in the Shire of Wyalkatchem.

Wyalkatchem is located approximately 106 kilometres north-east of the regional centre of Northam and about 192 kilometres north-east of the Perth Central Business District. The local economy is primarily agricultural in nature, based on broadacre cropping and livestock grazing.

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Source: Google maps.

Cultural and Heritage Issues

This Desktop Value Estimate 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.

Highest and Best Use

The highest and best use of the property is public purpose.

Services

Telephone, electricity and [scheme water](#).



Source: <https://www.watercorporation.com.au>

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Photographs



Source: Street View & client supplied photos.

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Improvements

Improvements to the subject lease area comprise;

- Premises - Brick and iron circa 130 sqm with kitchen, toilets and creche area.
- Covered patio play area (west side) - Steel frame and iron clad circa 90 sqm.
- Outdoor play area (360sqm) inclusive of sand pit, patio (20sqm), shade sail (32sqm).
- Fencing.

Added value: \$90,000

General Comments

The subject property was not inspected by the valuer for **this** Desktop Value Estimate.

Market Methodology

When direct lease evidence is limited for a small country town such as Wyalkatchem, an alternative valuation methodology is adopted. In this instance, a summation (or cost) approach is used to determine a market value estimate, due to the limited availability of relevant evidence. Under this approach, the market value of the subject land is determined first, based on market evidence for land parcels of similar size rather than applying a rate derived from the larger parent property. This is followed by the addition of the value of improvements, and an appropriate capitalisation yield is then applied to calculate the Market Lease Value.

The market value estimate has been assessed using the summation (or cost) approach.

Market Evidence

In forming my opinion of value, I have had regard to the following sale transactions.

Address	Contract Date	Sale Price
1. 38 Johnston Street WYALKATCHEM	August 2025	\$22,500 exclusive of GST

Brief Description

A vacant residential allotment of 1012 sqm.

Nil improvements.

Agent Bob Davey Real Estate Northam.

Purchaser Irfan Rind.

Vendor Khondaker Azi Galib.



Source: Landgate Map Viewer Plus and Cotality.

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2. Lot 82 Railway Terrace WYALKATCHEM**January 2025****\$227,727
exclusive of
GST****Brief Description**

Two contiguous commercial allotments, quantum area of 2561 sqm.

Improvements comprise a 1982-built Brick & Iron business/workshop premises (360sqm business + 328sqm workshop area + 80sqm apron area) and Shed (32sqm), added value considered to be \$180,000.

Suggests a land value of \$57,727 and being \$18.64/sqm.

Agent involvement unknown.

Purchaser Ashlee Banks.

Vendor Paul Plant.



Source: Landgate Map Viewer Plus and Streetview.

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Email: ron@rvwa.com.au

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3. 68 Flint Street WYALKATCHEM**October 2024****\$30,000
exclusive of
GST**

Brief Description A vacant corner residential allotment of 1438 sqm.
Nil improvements.
Agent Bob Davey Real Estate Northam.
Purchaser Leigh Martin.
Vendor Eric Green.



Source: Landgate Map Viewer Plus and Cotality.

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4. Lots 50 & 51 Cemetery Road WYALKATCHEM**July 2024****\$34,000
exclusive of
GST****Brief Description**

Two contiguous allotments with total area of 2197 sqm.

Improvements comprise a Timber Frame & Tile office (12sqm) and Shed (36sqm), added value considered to be \$9,000.

Suggests land value of \$25,000 and being \$11.38/sqm

Unknown if Agent involvement.

Purchaser Geraldton Fuel Co Pty Ltd.

Vendor Ampol Ltd.



Source: Cotality.

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Email: ron@rvwa.com.au

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Desktop Lease Value Estimates Rationale

Market Value Estimate

After consideration of the above-mentioned sales, aforementioned valuation rationale and general empirical market indicators, the subject lease area is considered to have a capital value of.

- Land \$10,000 (circa 580sqm @ \$17.24/sqm)
- plus, the added value of improvements.

The assessed value estimate, as detailed in the subsequent table.

	Former Tennis Club
Land	\$ 10,000
Improvements	\$ 90,000
	\$100,000

Lease Value Estimate

For a property of this type in a small country town such as Wyalkatchem, the Market Lease Value would typically be capitalised at a rate in the range of **8% to 10%**, reflecting the higher risk and lower liquidity associated with regional locations, given the limited market depth and generally shorter, more uncertain leasing timeframes.

	Former Tennis Club
Yield	\$100,000
8.00%	\$ 8,000
9.00%	\$ 9,000
10.00%	\$ 10,000

Desktop Lease Value Estimates

Accordingly, as at **2nd December 2025**, the subject lease area, being the **Former Tennis Club Premises**, is estimated to have a **Desktop Lease Value Estimate (exclusive of GST)** in the range of **\$8,000 to \$10,000**, with a **midpoint of \$9,000**.



Ron Sawyer

Certified Practicing Valuer (No. 64838)
W.A. Licensed Valuer (No. 41648)

2nd December 2025

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Assumptions, Conditions and Limitations

Desktop Value Assessment	<i>This Desktop Value Estimate is merely an indicative assessment made without the benefit of an inspection of the subject property. If a formal valuation of the subject property is made based on an inspection it may vary significantly from the results of this Desktop Value Estimate. Shire of Wyalkatchem should be aware that the Desktop Value Estimate methodology carries with it risks which entail a degree of likely variation greater than might be expected to be produced by a Valuation.</i>
Third Party Disclaimer	<i>This Desktop Value Estimate has been prepared for the private and confidential use of Shire of Wyalkatchem to assist with value estimation purposes only. It should not be reproduced in whole or part without the express written authority of Urban & 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.</i>
Reliance on Whole Report	<i>This value estimate should be read in its entirety. The valuer does not accept any responsibility where part of this report has been relied upon without reference to the full context of the value estimate report.</i>
Market Change Disclaimer	<i>This Desktop Value Estimate is current as at the date of value 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>
Market Value	<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>
Determination of G.S.T. amount.	<i>The relevant amount of GST should be determined by a taxation professional. We advise that we are not taxation or legal experts, and we recommend competent and qualified advice be obtained. Should this advice vary from our interpretation of the legislation and Australian Taxation Office rulings current as at the date of this valuation, we reserve the right to review and amend our valuation accordingly.</i>
Heritage Disclaimer	<i>Our value estimate 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>
Native Title Assumption	<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>

Mobile: 0447 423 841

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PO Box 601 Mount Hawthorn WA 6016

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

Environmental Disclaimer	<i>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 issues can 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.</i>
Inconsistencies in Assumptions	<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>
Land and Building Area Disclaimer	<i>In the event actual surveyed areas of the property are different to the areas adopted in this valuation the survey should be referred to the valuer for comment on any valuation implications. We reserve the right to amend our valuation in the event that a formal survey of areas differs from those detailed in this report.</i>
Planning Disclaimer	<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>
Professional Standards	<i>Our value estimate 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>

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AGREEMENT

between

Shire of Wyalkatchem

And

Ho, Tzarina Tsiuyen (“Lessee”)

BACKGROUND

The Shire of Wyalkatchem ("Lessor") is the owner of the Wyalkatchem Tennis Club

Ho, Tzarina Tsiuyen ("Lessee") is the operator of the family day care centre registered as ABN 21 938 312 759..

The lessor and lessee enter into this deed to set the terms and conditions of this agreement.

AGREEMENT

1. The "Tennis Club" means the facilities located at reserve 15004, Riches Street, Wyalkatchem, being a portion of lot 502 Hands Drive Wyalkatchem. The lessee has a designated area for the family day care facility within the former tennis club building.
2. Subject to the conditions set out hereafter, the shire agrees to grant the lessee the right to enter the tennis club for the purposes of operating the family day care service.
3. The terms of the lessee agreement ("the agreement") shall commence 2 January 2026 and will be valid until 31 December 2027.
4. The agreement is conditional upon the following:
 - I. The room is to be left clean and tidy and any breakages are to be reported to the Shire immediately. In the event that the area designated to family day care is not left clean, the Shire's cleaning staff will be requested to carry out the cleaning and the lessee will be charged these additional costs.
 - II. The lessee has been allocated one key for the rooms. This key will remain in their possession for the duration of the agreement. A bond of \$15 for the key is payable.
 - III. The building must be LOCKED on exit and all lights are to be switched off.
5. The lessee agrees that they will at all times remain responsible for their personal health, safety and welfare and will observe the provisions of the Work Health and Safety Act 2020 as it may pertain to them and their business; and further acknowledges that the Shire will be limited by that Act, council policy and shire procedures as it pertains to the maintenance of facilities; and that the lessee is to advise the lessor of any faults or maintenance issues in a timely manner.
6. The lessee agrees to indemnify the Shire against any loss or damage that the Shire may suffer as a result of any act or omission by their regardless of whether or not that act or omission is negligent or careless
 - I. The lessee is required to obtain public liability Insurance (\$10,000,000) and agrees to indemnify the Shire against all actions, claims, demands and costs arising out of or in connection with the use/hire of this facility. Copies of certificates of currency are required to be submitted to the shire each year.
 - II. The lessee is required to obtain Property Insurance for all of their own equipment held in their possession. Copies of certificates of currency are required to be submitted to the shire each year.

- III. In the event that the tennis club is damaged during use, the lessee will be responsible for the first \$1,000 damage (insurance excess).
7. The lessee will pay a \$1 per annum lease amount on demand.
8. The lessee shall not make any building alterations or affix fittings/fixtures without receiving prior approval from the Shire.
9. **Breach of licence conditions.** If not remedied within 14 days from date of notice, the Shire will withdraw permission to use the facility and cancel this agreement without further notice.

PAYMENT OF MONEY

- I. The lessee is responsible for electricity usage in excess of \$2,500 per annum
- II. The Shire of Wyalkatchem is responsible for the water usage costs up to an amount of \$1,000 per annum

Any Amounts Payable to the Shire under this agreement must be paid to the Shire at the address of the Shire referred to in the Licence or as otherwise directed by the Shire by Notice from time to time.

USE

Restrictions on Use

Generally

The lessee must not and must not suffer or permit a person to –

- I. Use the tennis club or any part of it for any purpose other than family day care.
- II. Use the tennis club for habitation purposes or as a permanent or temporary residence;

No offensive or illegal acts

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

No nuisance

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

No dangerous substances

The lessee must not and must not suffer or permit a person to place any explosive or highly flammable material on the Licensed Premises without appropriate precautions and without having first obtained the written approval of the Shire.

NO ASSIGNMENT, SUBLETTING AND CHARGING

No Assignment or Subletting

The rights in this agreement are personal to the lessee, and the lessee may not transfer, assign, sublet, assign or otherwise part with possession or in any way dispose of any of its rights or obligations.

OBLIGATIONS ON EXPIRY OR TERMINATION OF LICENCE

Peacefully Surrender

On Termination the lessee must peacefully surrender and return to the Shire the Licensed Area in a condition consistent with the performance of the lessee's Obligations under this Licence.

Restoration of Licensed Area

If directed to do so by the Shire, the lessee must at own cost and expense and to the Shire's satisfaction restore the Licensed Area to the same or substantially the same condition as it was immediately prior to the Commencement Date.

Removal and Sale of Improvements

- I. Unless otherwise agreed by the Shire in writing in the event this Licence is terminated or otherwise determined the lessee must at its own cost and to the Shire's satisfaction remove all fixtures, buildings, improvements and structures erected on the Licensed Area by the lessee .

Obligation to continue

The lessee obligations under this clause will continue, notwithstanding the end or Termination of this Licence.

DISPUTES

Appointment of Arbitrator

Any dispute or difference arising between the parties to this Licence touching any aspect of this Licence or the operation or construction thereof shall be referred to a single arbitrator in accordance with and subject to the provisions of the *Commercial Arbitration Act 1987* and in any such proceedings the parties shall be entitled to be represented by a legal practitioner.

NOTICE

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, e-mailing or posting it by registered post to the address of the Party appearing in this Licence or any other address nominated by a Party by notice to the other.

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 the Shire of Wyalkatchem, Cnr Honour Avenue and Flint Street, Wyalkatchem during business hours. Or by e-mailing general@wyalkatchem.wa.gov.au

AMENDMENTS TO LICENCE

Subject to such consents as are required by this Licence or at law, this Licence may be varied by the agreement of the parties in writing.

ACTS BY AGENTS

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

FURTHER ASSISTANCE

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

SEVERANCE

If any part of this Licence is or becomes void or unenforceable, that part is or will be severed from this Licence 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.

Executed by the parties as a deed

Shire of Wyalkatchem:

Signature of Chief Executive Officer

Name of Chief Executive Officer in full

Date: _____

Family Day Care:

Signature of lessee

Name of lessee in full

Date: _____

In the presence of:

Signature of Witness

Name of Witness in full

PUBLIC NOTICE

NOTICE OF INTENT TO DISPOSE OF PROPERTY

Notice is given that the Shire of Wyalkatchem intends to form agreement with Ms Ho, Tzarina Tsiuyen for the purpose of licensed use of the former tennis club for family daycare at reserve 15004, portion of lot 502 Hands Drive Wyalkatchem.

The main condition of the license is a term of two years from 2 January 2026 at an annual 'lease' of \$1 on demand; this is below market value of \$9,000 per annum. The license is a continuation of a current arrangement and offers educational opportunities to the children of Wyalkatchem families.

A draft agreement may be viewed at the shire administration. Public submissions are invited relevant to the license and may be submitted to general@wyalkatchem.wa.gov.au or hand delivered to the shire administration no later than 4.30pm Wednesday 17 December 2025, for consideration by Council.

Please include your postal address, email and telephone contact should there be any follow up queries.

IAN MCCABE

Acting Chief Executive Officer

3 December 2025

E 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

10.3.6. SUPPORT FOR LG RURAL HEALTH FUNDING ALLIANCE

Applicant:	Not Applicable
Location:	Not Applicable
Date:	12 December 2025
Reporting Officer:	Ian McCabe, Acting Chief Executive Officer
Disclosure of Interest:	No interest to declare
File Number:	24.07
Attachment Reference:	1. September Communique, Local Government Rural Health Funding Alliance 2. December Communique, Local Government Rural Health Funding Alliance 3. Position Paper

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council:

1. Request the Acting Chief Executive Officer to write to the Local Government Health Funding Alliance to convey the support of the Shire of Wyalkatchem for the policy positions of the Alliance; and,
2. Requests the Australian Local Government Association (ALGA) to commit to detailed impact assessments of the direct or indirect provision of General Practitioner services by local governments in rural, remote and very remote areas.

BACKGROUND

The Local Government Rural Health Funding Alliance was formed because six foundation shires (Lake Grace, Gnowangerup, Jerramungup, Kojonup, Narembeen and Ravensthorpe) are collectively expending \$1.5 million in cash annually within a sector that is a State and Federal responsibility.

In addition, it is well recognised that the average life expectancy of a rural person is up to seven years less than a person with access to metropolitan health care.

These issues present an unsustainable situation.

COMMENT

This initiative is supported by the West Australian Local Government Association (WALGA). The Acting CEO responded to a survey in September 2025 assessing this local governments contribution to funding general practitioners.

The Shire of Wyalkatchem has an agreement with the Shire of Wongan-Ballidu (the Shire of Koorda has a similar agreement) to contract GP services to the shire. In addition, the Shire of Wyalkatchem provides the medical centre, housing and one-half of a motor vehicle (with the Shire of Koorda), including running costs.

The local government expends approximately \$200,000 per year related to the provision of GP services.

The Alliance is seeking the support of other local governments that are in similar circumstances. The policy stance of the Alliance is to connect with other small population centres; recognise the challenges of geographic location; gather relevant data; recognise that limited number of GP's exacerbates the problem; advocate for increased Financial Assistance Grant funding for supporting local governments; and support the Rural Generalist Service Model, which enables multi-site practices to develop economies of scale.

This local government expressed an interest in participating in the Alliance on 21 August of this year and is in regular contact with the lead shire (Lake Grace).

STATUTORY ENVIRONMENT

Indirectly, through the Local Government Act 1995; the shire has a deed of agreement with other local governments.

POLICY IMPLICATIONS

There is no directly relevant policy to this item.

FINANCIAL IMPLICATIONS

There is no direct financial implication to this item.

RISK IMPLICATIONS

There is no direct risk attached to this item.

COMMUNITY AND STRATEGIC OBJECTIVES

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.



LOCAL GOVERNMENT RURAL HEALTH FUNDING ALLIANCE

Communique to Local Governments

SEPTEMBER 2025 | www.ruralhealthfundingalliance.au

We are pleased to share the activities of the **Local Government Rural Health Funding Alliance**, a collaboration of six local governments in rural WA—Lake Grace, Kojonup, Gnowangerup, Jerramungup, Narembeen, and Ravensthorpe—working together to address the challenge of attracting and retaining general practitioners in remote and very remote communities.

Why the Alliance Was Formed

Local governments in remote and very remote areas (traditionally classified as Monash Model 5, 6 and 7) are increasingly stepping in to fund and manage primary healthcare services—an area under the purview of State and Commonwealth governments. Collectively, the six Shires contribute over **\$1.475 million annually** in cash. These cash contributions are directly from rates – for some in the Alliance it accounts for 16% of their rate income. Housing, vehicles, fuel cards, facilities, and telecommunications are also provided to attract and retain GPs.

The National Rural Health Alliance recently released a report detailing the comparative Government health spend between major city residents and rural and remote Australia. It showed a gap of \$6.55 billion, which is a health spend shortfall of \$848 per person in rural and remote Australia. Given the challenges, those that live in rural and remote Australia should be seeing a greater investment in health service expenditure by the State and Commonwealth governments, instead the third tier of government is paying the gap.

The Alliance was formed because the provision of a GP is not their legislated responsibility, yet without their intervention, communities face poorer health outcomes, reduced life expectancy by 7yrs, and economic vulnerability.

Alliance Highlights

- The **Western Australian Local Government Association (WALGA)** has provided their **support** to the Alliance. The Alliance formed after Rural Health West partnered with WALGA to survey the extent of the problem across all of WA. It was found that 69 local governments were contributing \$6.8 million (net) annually through financial and in-kind assistance to sustain local primary healthcare services in their communities. More than three-quarters of the funding supported general practice of which 92% came from communities with fewer than 5000 residents. All of the Alliance local governments have populations less than 5000 but cover an area of 42,328 square kilometres.
- **Motion Passed at the ALGA National General Assembly (June 2025):** The Alliance successfully called on the Australian Government to **increase Financial Assistance Grants** and recalibrate their distribution to better support rural councils funding GP services. The motion was carried unanimously.
- **Meetings:** Alliance representatives met with the **National Rural Health Commissioner, Department of Health and Aged Care, National Rural Health Alliance, WA Primary Health Network, members of State and Federal parliament** and the **Australian Medical Association**, among others. These discussions focused on:

- The need for specific and tailored funding solutions, such as **block funding** for remote and very remote local governments (MM 5,6,7).
- Recognition of the **economic impact** of local government involvement in healthcare.
- Support for a **rural generalist service model** and **hub-and-spoke delivery**.
- **Media & Outreach:**
The Alliance has launched a website (ruralhealthfundingalliance.au) and distributed key messages through media outlets including ABC News and featured on GWN7; Western Australian Federal members of Parliament have written opinion pieces in newspapers as well as writing to the Federal Health Minister; all highlighting the health inequities and financial burdens faced by rural councils and their rate payers.

Policy Positions

This issue is not related to the supply of GPs in rural communities. This issue is not related to workforce training or Medicare bulk billing.

Currently, to visit the doctor, residents in the Alliance local governments pay their Medicare levy, a GP consultation fee and their rates. They pay three times to access a doctor.

Our policy positions have been formulated because our communities have:

- small populations;
- are geographically dispersed;
- can only tackle the issue through economies of scale (uniting as multiple local governments under one practice);
- and are competing for GPs who have the same incentives in front of them whether they are urban or very remote.

We are advocating on two positions:

1. **Increase Financial Assistance Grants or provide block funding specifically tailored** to reflect actual costs incurred by remote and very remote local governments (thin markets).
2. Support the **Rural Generalist Service Model**, enabling multi-site practices (for economies of scale) with local government participation.

Invitation to Other Rural Local Governments

We know many other rural councils across Australia are facing similar challenges.

This has been evidenced through the Parliamentary Inquiry into Health Outcomes and Access to Health and Hospital Services in Rural, Regional and Remote in New South Wales; feedback in the House of Representatives Standing Committee on Regional Development, Infrastructure and Transport into Local Government Sustainability; the Local Government NSW (LGNSW), Cost Shifting 2025: How State Costs Eat Council Rates; to name a few.

The Alliance is seeking to **expand its network of supporting local governments** (remote and very remote) to strengthen our collective voice and see our policy positions implemented.

If your local government is contributing financially or in-kind to secure a GP, we invite you to:

- Connect with us via ruralhealthfundingalliance.au and sign up;

- Share your experiences and data; and
- Move a motion at your next council meeting and let us know –
 1. The [Local Government Name] supports the policy positions of the Local Government Rural Health Funding Alliance; and
 2. Calls on ALGA to commit to an impact assessment on local governments providing GP services in remote and very remote areas.

Further information available:

Lead Shire: Lake Grace

Contact: ea@lakegrace.wa.gov.au



LOCAL GOVERNMENT RURAL HEALTH FUNDING ALLIANCE

Second Communiqué

DECEMBER 2025 | www.ruralhealthfundingalliance.au

We are pleased to share the *second* update of activities of the **Local Government Rural Health Funding Alliance**, a collaboration of six local governments in rural WA—Lake Grace, Kojonup, Gnowangerup, Jerramungup, Narembeen, and Ravensthorpe—working together to address the challenge of attracting and retaining general practitioners in remote and very remote communities.

Alliance Highlights

- The following motion was passed at the WALGA AGM: *That WALGA calls on the Western Australian Government and WA Grants Commission to:*
 1. *increase the total funding and then the Medical Facilities Cost Adjuster component of the Financial Assistance Grants to Local Governments; and*
 2. *recalculate distributions to those Local Governments that are providing block cash payments to attract and retain general practitioners to allow affected Council to redirect ratepayer funds to Local Government responsibilities.*
- The Alliance has developed a **position paper on a preferred service model**. This is available upon request.
- Alliance representatives met for a second time with the **National Rural Health Alliance**, as well as the **WA Country Health Service**, **Assistant Minister for Rural and Regional Health Emma McBride**, **Minister Reece Whitby**, **Rural Doctor's Association of QLD**, the **Health Consumer Council** and continued communication with the workforce division at the **Federal Department of Health**.
- The Shire of Narembeen advocated on behalf of the Alliance in Canberra recently, attending meetings with the **Hon Rick Wilson MP**, **Hon Melissa Price MP**, the **Office of Senator The Hon Anne Ruston** and **Sam Birrell MP Shadow Assistant Minister for Regional Health**.
- A number of Wheatbelt local governments beyond the founding six, have passed a motion at their Council meetings in support of the Alliance.
- The **Western Australian Local Government Association (WALGA)** continues to provide their **support** to the Alliance. On 27 October, WALGA hosted a rural and remote GP provision workshop. The workshop sought to understand if other stakeholders share the view that the current reliance on Local Government support for GP services needed to be addressed through funding and service models that better support sustainable general practice. WALGA is collecting current local government financial data on the issue.
- More than 150 medical practitioners and stakeholders gathered in Roma, QLD to discuss the future of rural generalist medicine. The forum marks 20 years since the Roma Agreement, which created a plan for training and support for Queensland rural doctors. There is strong alignment with the Roma Agreement and the work the Alliance is doing. The National Rural Health Commissioner Professor Jenny May (whom the Alliance met with in Canberra) spoke at the forum saying "*The work that will be done now ... is putting the payment frameworks and*

their support around them to make sure that those people who live in smaller rural communities get access to services that previously they might have only been able to get," she said.

- **Media & Outreach:**

Case study inclusion in the **Regional Australia Institute's Ambition Report**. The Ambition is a 10 year plan for regional Australia. It is a set of 25 targets for regional Australia across six pillars – Population, Jobs & Skills, Liveability, Productivity & Innovation, Sustainability and Resilience and now Health. Health is a new pillar for 2025 and includes targets and measures for medical practitioners, allied health professionals, Medicare service access, potential years of life lost and accessing NDIS.

The Alliance has a website (ruralhealthfundingalliance.au); [Media Release](#) from Minister for Health Mark Butler on 21 September.

What's Next

The Alliance is currently preparing two submissions.

1. **Inquiry into Local Government Funding and Fiscal Sustainability:** The inquiry will examine the financial relationship between local government and other levels of government in Australia, with a particular emphasis on funding mechanisms and fiscal sustainability. The Alliance will be preparing a submission to the Inquiry specifically on the issue of local governments in remote and very remote areas (traditionally classified as Monash Model 5, 6 and 7) who are increasingly stepping in to fund and manage primary healthcare services—an area under the purview of State and Commonwealth governments.
2. **2026–27 Pre-Budget Submissions:** The Alliance will submit a request for 3yrs of pilot funding in the 2026/27 Federal Budget. The purpose of the pilot funding will be to relieve local governments of their annual cash contribution to attract and retain a GP, whilst collecting data to analyse the effectiveness of the service model and help inform future funding programs to address the issue across rural Australia.

Upcoming meetings: The Shire of Gnowangerup will host a meeting with the State Health Minister, Merredith Hammat on 15 January 2026 to discuss the policy positions of the Alliance.

REMINDER - Invitation to Other Rural Local Governments to Support Us

We know many other rural councils across Australia are facing similar challenges.

The Alliance is continuing to **expand its network of supporting local governments** (remote and very remote) to strengthen our collective voice and see our policy positions implemented.

If your local government is contributing financially or in-kind to secure a GP, we invite you to:

- Connect with us via ruralhealthfundingalliance.au and sign up;
- Share your experiences and data; and
- Move a motion at your next council meeting and let us know –
 1. The [Local Government Name] supports the policy positions of the Local Government Rural Health Funding Alliance; and

2. Calls on ALGA to commit to an impact assessment on local governments providing GP services in remote and very remote areas.

Why the Alliance Was Formed

Local governments in remote and very remote areas (traditionally classified as Monash Model 5, 6 and 7) are increasingly stepping in to fund and manage primary healthcare services—an area under the purview of State and Commonwealth governments. Collectively, the six Shires who founded the Alliance contribute over **\$1.475 million annually** in cash. These cash contributions are directly from rates – for some in the Alliance it accounts for 16% of their rate income. Housing, vehicles, fuel cards, facilities, and telecommunications are also provided to attract and retain GPs.

The Alliance was formed because the provision of a GP is not their legislated responsibility, yet without their intervention, communities face poorer health outcomes, reduced life expectancy by 7yrs, and economic vulnerability

Further information available:

Lead Shire: Lake Grace

Contact: ea@lakegrace.wa.gov.au



JANUARY 2025

POSITION PAPER

PROVISION OF REMOTE GP SERVICES

ALLIANCE OF RM 6 and RM 7 COUNCILS

Shire of Gnowangerup | Shire of Jerramungup | Shire of Kojonup
Shire of Narembeen | Shire of Lake Grace | Shire of Ravensthorpe





This position paper is prepared by the alliance of Councils including Gnowangerup, Jerramungup, Kojonup, Lake Grace, Narembeen and Ravensthorpe.

Version: 1

Adopted: February 2025

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DEFINITIONS

Remote: The Australian Statistical Geographical Standard (ASGS) system has been used to categorise rural and remote communities in Australia. The ASGS is a geographical classification system which ranks areas rurality or remoteness by the Australian Bureau of Statistics (ABS) gathered from federal census data. In the ASGS areas are ranked from RA1 to RA5, with RA1 being major cities and RA5 for very remote locations.

	Classification	Ranking
Shire of Gnowangerup	Remote Australia	RA4
Shire of Jerramungup	Remote Australia	RA4
Shire of Kojonup	Outer Regional Australia	RA3
Shire of Lake Grace	Remote Australia	RA4
Shire of Narembeen	Remote Australia	RA4
Shire of Ravensthorpe	Very Remote Australia	RA5

EXECUTIVE SUMMARY

Many countries face the problem of shortages of health workers in rural and remote areas. Health workers generally prefer to be located close to major hospitals and health facilities where they trained and with good professional support and resources, and in areas with family and social support and access to schools for their children. According to the World Health Organisation, rural health workforce shortages are one of the major impediments to well-functioning health systems with a lack of General Practitioners (GPs) in rural communities associated with reduced access and inferior health outcomes.¹

Factors contributing to rural medical workforce shortages include training pathways with little rural exposure, demanding working conditions, inadequate remuneration and professional development opportunities in rural practice, and social isolation. Financial incentives are widely used by Commonwealth and State policy makers as well as local governments to improve recruitment and retention of GPs to rural and remote communities.

There are minimum floor costs that exist to maintain basic medical services in any location. These include GPs, nursing and administration staff, premises, equipment and ongoing overheads. In remote communities, Medicare billing alone cannot cover these floor costs for a variety of reasons.

The alliance of councils comprising the Shires of Gnowangerup, Jerramungup, Kojonup, Lake Grace, Narembreen, and Ravensthorpe have prepared this position paper to raise awareness and suggest a solution to attract and retain GPs in their rural and remote communities, where current Commonwealth and State government policy settings are inadequate.

The six local governments collectively contribute over \$1.475 million cash annually to attract and retain resident GP services, plus housing, vehicles, and surgeries. These financial contributions are sourced through rates and are unsustainable. They are essential for community health but place a significant financial strain on local government resources, diverting funds from other vital services that are well within the remit of local government.

The six remote local governments (RM6 and RM7 under the Modified Monash Model) are using a substantial portion of their ratepayer funds to attract and retain GPs (some up to 16% of their rates). The financial incentives to attract a GP are currently heavily influenced by the local government tender process where providers have the ability to set and negotiate the market rate. This is unsustainable.

Local governments are required to step into the space of primary health care because the per capita expenditure by the Commonwealth and States on health is lower in the regions, the viability of practices is challenged due to remote geography, increased business costs and less patients.

The current Medical Facilities Cost Adjustor within the Financial Assistance Grants paid to local governments is insufficient. Higher income incentives are currently required by local governments and practice operators to attract GPs to remote areas, and existing programs do not meet these needs.

The alliance is though raising awareness to the fact that market rates to attract a GP in a RM 6 and RM 7 community are significantly rising, with Commonwealth and State Government programs needed to match these market rates. The alliance is also raising awareness that

¹ Impact of rural workforce incentives on access to GP services in underserved areas: Evidence from a natural experiment, Swami and Scott, 2021

telehealth is not the answer to shortages of GPs in remote communities and a rural generalist model, which is currently provided across the Shires is well received and delivering immense benefits.

They are seeking sustainability payments from Commonwealth and State Governments to local governments to reduce ratepayer funding towards primary health care.

1. BACKGROUND

In Australia, shortages and the inequitable distribution of general practitioners (GPs) remain a significant policy issue despite the fact that since the 1990s the Commonwealth Government has been implementing a range of initiatives to address rural workforce shortages.

A 2023 Rural Health West study found that 53% of non-metropolitan local governments in WA were spending money to provide GP services, costing just under \$7.8million annually (Note this was from the 2021/22 Financial Year and has substantially increased not only through inflation but market rates). Communities across the country are also experiencing a GP shortage, and according to the Commonwealth's Department of Health report (August 2024), the shortage is most pronounced in rural areas.

At the Australian Local Government Association national meeting in September 2024, the Shire of Dundas put forward the following motion (113), which was carried:

This National General Assembly calls upon the Australian Government and the Commonwealth Minister for Health and Aged Care, Hon Mark Butler MP, to plan and fund the provision of medical services (in consultation with relevant local governments) to regional, rural and remote communities.

On Friday November 11, 2024 the WA Local Government Association (WALGA) convened a meeting of band 4 local governments. The purpose of the meeting was to identify the strategic priorities of the members, to help inform WALGA policies on a variety of issues. It was agreed at the meeting that *"Local Governments allocating ratepayer funds towards delivering medical services or contracting medical service providers to have a presence in their community"* was the second highest priority to all band 4 local governments in WA.

In response to both the ALGA and WALGA meetings, the Shire of Lake Grace called a meeting of six local governments (band 3 and band 4) and key stakeholders to meet at the Lake Grace Sportsmans Club on Friday 29 November 2024. The purpose of the meeting was to discuss the financial and in-kind contributions made by local governments to secure consistent and accessible medical service providers in their communities.

This position paper is in response to the meeting outcomes from the Lake Grace meeting.

Participating local governments in this position paper include:

Figure 1: Classification of local governments by the Modified Monash Model

	Modified Monash Model classification (RM)	Number of doctor surgeries within and provided by the Local Government
Shire of Gnowangerup	7	1
Shire of Jerramungup	7	2
Shire of Kojonup	6	1
Shire of Lake Grace	7	2
Shire of Narembeen	7	1
Shire of Ravensthorpe	7	2

2. CURRENT SITUATION

The six local governments annually contribute \$1.475m of ratepayer funds towards the provision of resident GP services in their communities plus the provision of houses, vehicles, surgeries and carry the maintenance and depreciation of these assets.

The expenditure by the six local governments is crucial for maintaining the health and well-being of their communities who otherwise face barriers to accessing primary health care. This significant financial strain on rural local governments reduces resources available for other vital community services and infrastructure that is within the legislated role of local government (roads, community infrastructure, waste services etc) highlighting the significant need for more sustainable solutions to primary health care access, particularly in RM 6 and 7 communities.

Understanding the community profile, economy, health services, health condition and health needs of those living in the six local governments is the first step in improving service provision and access.

2.1 Community Profile

The six local governments are located within the Wheatbelt and Great Southern regions of Western Australia. They are classified as either RM6 or RM7 by the MMM and are similar in population size, demographics and economy.

The communities of the six local governments are:

- Median age is increasing across all local governments and there is an ageing population (see appendice)
- The Socio-Economic Indexes for Areas (SEIFA) ranks areas in Australia according to relative socio-economic advantage and disadvantage. Four of the six local governments are considered disadvantaged.
- Major industries include: agriculture, mining, education, tourism and professional services.

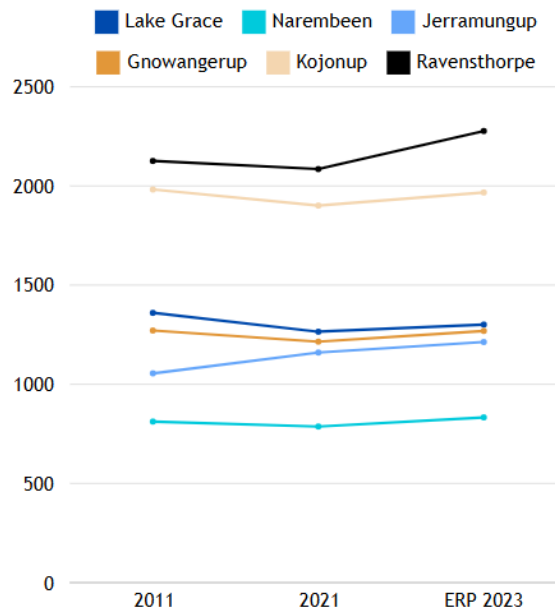
Figure: Population, Ratepayers and SEIFA score by Local Government

	Service Towns	LGA Population ²	SEIFA score ³
Shire of Gnowangerup	Gnowangerup	1,215	996
Shire of Jerramungup	Bremer Bay Jerramungup	1,160	996
Shire of Kojonup	Kojonup	1,901	997
Shire of Lake Grace	Lake Grace Newdegate	1,265	1051
Shire of Narembeen	Narembeen	787	1028
Shire of Ravensthorpe	Hopetoun Ravensthorpe	2,085	1002

Figure: Population by local government in 2011, 2021 and future estimate (2023)

² Census, 2021

³ Socio-Economic Indexes for Areas (SEIFA), Australia, 2021



2.2 Health Profile

The National Rural Health Alliance 2023 report *Evidence base for additional investment in rural health in Australia* demonstrates a clear healthcare disparity between rural and urban Australia: rural Australians have a poorer health status, and even before accounting for the increased cost of health service, receive significantly less funding per capita than their urban counterparts.

Compared with major cities, the life expectancy in regional areas is one to three years lower, and in remote areas it is up to seven years lower. According to the Australian Institute of Health and Welfare, the burden of disease and life expectancy disparities are even more pronounced for rural, regional and remote Aboriginal and Torres Strait Islander peoples and communities.⁴

Examining the social determinants of health and related risk factors across the six local governments highlights the necessity for accessible primary health care services, such as nearby GPs. As remoteness increases, many essential quality of life factors decline, leading to poorer health outcomes.

The education levels, collective scope of job opportunities and limitations in income potential in remote communities, all influence health outcomes for people living in the communities.

⁴ AMA plan for improving access to rural general practice, AMA, 2023

Figure: Country of birth, language, education and employment by Local Government⁵

	Population	Born overseas	Households who don't speak English at home	Attained Yr 10 as highest level of education	Median weekly personal income	Unemployment rate ⁶
WA Average			21.2%	11.3%	\$848	4.2%
Shire of Gnowangerup	1215	293	30 / 6.9%	18%	\$911	4.3%
Shire of Jerramungup	1,160	250	23 / 5.4%	15.5%	\$870	1.5%
Shire of Kojonup	1,901	423	50 / 6.8%	16.3%	\$882	1.5%
Shire of Lake Grace	1,265	278	30 / 6.4%	16.4%	\$1,001	1.3%
Shire of Narembeen	787	199	22 / 8.4%	16.1%	\$923	3.8%
Shire of Ravensthorpe	2,085	616	56 / 7.1%	15.3%	\$926	2.5%

The WA Country Health Service (WACHS) Health Profiles (2022) identifies the health behaviours and risk factors prevalent in the three WACHS regions. The majority of health behaviours and risk factors in the communities are above state averages.

Wheatbelt (Inclusive of the local governments of Narembeen, Lake Grace)	Central Great Southern (Inclusive of the local governments of Gnowangerup, Kojonup)	Lower Great Southern (Inclusive of the local governments of Jerramungup, Ravensthorpe)
88.1% did not eat the daily recommended serves of vegetables 51.8% did not eat the daily recommended serve of fruit 21.7% had high blood pressure (WA 16.5%) 13.5% had self-reported a current mental health problem 36.6% are overweight (WA 38.9%) 38.8% are obese (WA 29.7%) 45.8% did less than 150mins of physical activity in a week (WA 38.3%)	85% did not eat the daily recommended serves of vegetables 53% did not eat the daily recommended serve of fruit 17.8% had high blood pressure (WA 16.5%) 11.9% had self-reported a current mental health problem 35.5% are overweight (WA 38.9%) 38.9% are obese (WA 29.7%)	87.7% did not eat the daily recommended serves of vegetables 48.7% did not eat the daily recommended serve of fruit 20% had high blood pressure (WA 16.5%) 14.3% had self-reported a current mental health problem 39% are overweight (WA 38.9%) 34.5% are obese (WA 29.7%)

⁵ Census, 2021

⁶ WA Treasury 2025

The Australian Health Tracker data breaks the risk factors down by local governments and supports the WACHS profiles and the ABS' National Health Survey conclusions that remote people are at greater risk of poorer health outcomes. All the estimates below are above average when compared to metropolitan communities.

Figure: Health Risk Factors by Local Government

	Risk Factor (estimate) 2-17yrs who are obese / per 100	Risk Factor (estimate) adults who are overweight or obese / per 100	Alcohol consumption considered at risky levels / per 100	No or low physical activity / per 100 ⁷
Shire of Gnowangerup	10.9	72.3	30	71.2
Shire of Jerramungup	Greater than 10.9	72.3	Unknown	Unknown
Shire of Kojonup	10.9	72.3	30	71.2
Shire of Lake Grace	10.8	70.9	28.2	71.3
Shire of Narembeen	10.8	70.9	28.2	71.3
Shire of Ravensthorpe	Greater than 10.9	Unknown	Unknown	Unknown

There are a number of social determinants for children in the six local governments that support the evidence and need for local access to primary health services. It is well recognised that vulnerable children and their families may require more assistance, support and intervention than families with no identified vulnerabilities. Assistance, support and intervention also needs to be in close proximity of residences for children and their families to access.

Figure⁸: Child and Youth Wellbeing by Local Government

	Children living in household earning less than \$1000 per week	Learning – developmentally vulnerable on one or more domains (AEDC)	Primary health care access (GP attendance 0-24yrs/100)	Primary health care access (GP Medicare benefits 0-24yrs / 100) \$
Shire of Gnowangerup	37%	29.63%	268.24	11,364
Shire of Jerramungup	44%	14.71%	164.77	7054
Shire of Kojonup	41%	26.67%	268.24	11,364
Shire of Lake Grace	33%	29.41%	264.19	11,095
Shire of Narembeen	33%	29.41%	264.19	11,095
Shire of Ravensthorpe	44%	14.71%	164.77	7054

⁷ Australia's Health Tracker by Area, Australian Health Policy Collaboration, 2020

⁸ Australian Child and Youth Wellbeing Atlas, 2021

2.3 General Practitioners

A declining number of GPs in remote communities of Western Australia creates significant gaps in healthcare access. The lack of GP services contributes to people living in country areas utilising hospital emergency departments as a substitute for GPs, more than their metropolitan counterparts. WACHS reports that over half of emergency department presentations are non-urgent presentations related to the lack of access to local GPs.⁹

The investment made by the six local governments to attract and retain resident GPs is necessary for the following reasons:

1. **Critical Role of Primary Care:** Primary care is the most significant contributor to positive health outcomes. With the number of general practitioners in Australia declining, especially in rural areas, ensuring access to primary care is crucial.¹⁰ Additionally, reducing emergency department presentations in rural communities with the provision of a local GP reduces the financial burden on State Governments and pressure on the hospital workforce.
2. **Acute Shortages in Rural Areas:** The reduction in the primary care workforce is felt most keenly in rural communities, where dependence on primary health care is more pronounced. For example, Western Australia (WA) has just 77.1 full-time equivalent (FTE) GPs per 100,000 people in outer regional, remote, and very remote areas, compared to the national average of 88.9 FTE GPs.¹¹
3. **Comparative Disadvantage:** WA's overall GP per capita is 101.8 FTE GPs per 100,000 people, which is lower than the national average of 115.2 FTE GPs. This disparity highlights the need for targeted measures to attract and retain doctors in these underserved areas.

By offering financial programs, local governments can attract more doctors to rural areas, thereby improving access to primary care and overall health outcomes for these communities.

2.4 Travel Distances

The six local governments seek to ensure that residents in their communities have access to a doctor, within a reasonable driving distance.

According to the National Rural Health Alliance the number of doctors providing care per capita drops with increasing remoteness: for the year 2021-22 125/100,000 people in metropolitan areas compared to 84.9 in small rural towns and 66.8 in very remote communities.

In 2022, 57,899 living in Australia did not have access to general practitioner services within a 60-minute drive from their place of residence. The following table demonstrates the furthest distance a rural resident (outside of the townsite) must travel in each Shire to access the doctor; and if the doctor was not provided, the alternative.

⁹ Support and service improvement for people in country areas, Department of Health, 2019

¹⁰ Decline in new medical graduates registered as general practitioners, Denese Playford, Jennifer A May, Hanh Ngo, Ian B Puddey, 2020

¹¹ Australian Government Productivity Commission Report on Government Services 2024

Figure: GP travel distances (average)

	Surgery and doctor (provided by local government)	Furthest travel distance WITHIN the local government to provided doctor (estimate)	Closest alternative doctor and if NO doctor is provided by <u>any of the six local governments</u>	Furthest travel distance to alternative (estimate)
Shire of Gnowangerup	Gnowangerup	77km	Katanning (western residents) Albany (eastern and southern residents)	Between 108km – 172km
Shire of Jerramungup	Jerramungup	96km (south)	Albany	234km (from Fitzgerald)
	Bremer Bay	65km (west)	Albany	180km (from Bremer Bay)
Shire of Kojonup	Kojonup	49km (south)	Katanning	89km (from Moberup)
Shire of Lake Grace	Lake Grace	115kms (east)	Kondinin (Shire of Kondinin supported)	184kms (from Lake King)
	Newdegate	62kms (east)	Kondinin (Shire of Kondinin supported)	184kms (from Lake King)
Shire of Narembeen	Narembeen	85kms (east)	Bruce Rock (Shire of Bruce Rock supported)	120kms (from West Holleaton / Woollocutty)
Shire of Ravensthorpe	Ravensthorpe	80km (east)	Esperance	107km (from Munglinup)
	Hopetoun	80km (east)	Esperance	191km (from Hopetoun)

It should be noted that people do not stick to local government boundaries. For example, the furthest eastern residents amongst the six local governments, in Holt Rock, Varley and Lake King travel to practices in either Jerramungup and Lake Grace / Newdegate – regardless of which local government delivers the service. The six local governments in this paperwork together informally to ensure there are reasonable distances between GPs.

2.5 Rural Generalist

The six local governments are currently served under a rural generalist model. A rural generalist is a medical practitioner who is trained to meet the specific current and future healthcare needs of Australian rural and remote communities, in a cost-effective way, by providing both comprehensive general practice and emergency care and required components of other medical specialty care in a hospital and community settings as part of a rural healthcare team.

Under this model there are 10 practices across the six Shires with services including emergency care, palliative care, aboriginal health clinics and skin cancer clinics, with additional team members who are Geriatricians, Psychiatrists and Optometrists. The model is multi-site with multiple purposes and through a shared system and use of technology delivers a timely service with reduced latency and downtime.

The local governments are observing under this model, reduced hospital transfers and emergency retrieval costs as well as a comprehensive suite of services delivered locally by a well-connected team.

3. THE PROBLEM

3.1 Local Government Rates Expended on Primary Health

The National Rural Health Alliance 2023 report *Evidence base for additional investment in rural health in Australia* clearly demonstrates, using publicly available data, that there is disparity in health expenditure between metropolitan and rural, regional, and remote Australia, with more expenditure per capita in the metropolitan areas by State and Commonwealth Government.

Who picks up this gap in per capita health expenditure to ensure accessible health services?

The Sustainable Health Review (SHR) by the WA State Government heard that health service delivery in rural and remote areas presents considerable challenges and due to remoteness, it is generally considered more costly to deliver 'small scale' services in the country than in the metropolitan area. Due to scale, management issues arise such as rostering, increased reliance on staff being on-call (to hospitals) and services being vulnerable if a staff member is away sick or on leave. It is very difficult to attract health practitioners to work in many country locations and staff turnover rates are high.¹²

The smaller populations, high demand for health professionals, complex health needs, and higher cost of delivering services in the regions means that many communities don't have access to adequate primary healthcare services.¹³

It is evident through the local government tender / recruitment process that:

- The current State and Commonwealth Government incentives to reside and work in a remote community as a GP are inadequate.
- There are higher costs to operate in remote communities; and
- Smaller patient bases.

These all contribute to less profitability for practices, declining confidence by GPs to operate their own practice and the need for practice owners to provide higher incentives (sometimes up to 85% of billing hours) to attract GPs.

The majority of general practice services in Australia are funded through a combination of the Medicare system, direct patient billing and delivery of occupational medicine and other forms of non-Medicare medical service provision. Many general practices throughout rural Western Australia, particularly smaller, rural practices are only marginally viable under the existing funding models, such as the Medicare Benefits Scheme, Practice Incentive Payment and others.

In major cities and inner regional areas, health services are mainly supported through activity-based funding and fee-for-service funding, while block funding is common in remote areas such as what is occurring in the six local governments¹⁴.

How doctors in private practice manage their billing and workload is a key issue in the problem as well. Doctors are continuing to increase their bulk-billing rates, especially for non-GP specialists, to help maintain volume, whilst fees for non-bulk billed services increase. Whilst

¹² Support and service improvement for people in country areas

¹³ Local Government Primary Healthcare Services Survey Report

¹⁴ Evidence base for additional investment in rural health in Australia, National Rural Health Alliance, 2023

discretion on setting fees has provided some flexibility, there is only so much that can be done if there are fewer patients to go around¹⁵ - particularly in rural and remote areas.

Local government funds are increasingly being used to address funding shortfalls in practices (in some cases up to 16% of rates income). This means that a significant portion of local rates is allocated to ensure a GP is firstly attracted to the community and then retained, so that residents have access to essential healthcare.

The six local governments annually contribute in excess of \$5m towards the provision of resident GP services in their communities (cash, houses, vehicles, surgeries, depreciation of assets).

The expenditure by rural WA local governments is crucial for maintaining the health and well-being of rural populations, who otherwise face significant barriers to accessing health care. This significant financial strain on rural local governments reduces resources available for other vital community services and infrastructure.

To attract and retain a resident GP, the following contributions are made by each local government in this alliance:

Figure: Cash and other contributions to attract and retain a doctor in each local government.

Local Government	Number of GPs	Annual cash	Additional contributions	23/24 Rates	% of rates income 23/24
Shire of Gnowangerup (1 surgery)	1	\$250K	✓ Provision of surgery ✓ Executive House ✓ Vehicle	\$4.9m	7%
Shire of Jerramungup (2 surgeries)	1	\$220K	✓ Executive House in Bremer Bay ✓ Vehicle and servicing costs ✓ Contribution to vehicle running costs ✓ WACHS owns the medical centre, arrangement between them and the Shire	\$3.8m	5.7%
Shire of Kojonup (1 surgery)	1	\$250K	✓ House ✓ Vehicle ✓ Plus servicing of the loan for the construction of the medical centre	\$5.4m	4.6%
Shire of Lake Grace (2 surgeries)	1	\$250K	✓ Provision of surgeries ✓ Executive House ✓ Vehicle and fuel	\$5.1m	7.3%

¹⁵ The evolution of the medical workforce

Shire of Narembeen (1 surgery)	1	\$305K	✓ Provision of surgery ✓ Vehicle ✓ New Executive House	\$2.6m	16%
Shire of Ravensthorpe (2 surgeries)	2	\$200K	✓ Provision of surgeries ✓ House provided by FQM	\$5.7m	5%
TOTAL					
\$1,475,000 pa					

4. THE CONTRIBUTING FACTORS

There are systemic challenges in the current health system for rural Australians.

This position paper is advocating for a solution to reduce the financial burden faced by remote local governments to attract and retain resident GPs, either through the expansion of existing programs or new initiatives.

4.1 Procurement Process

The six local governments are reluctant to take on the provision of primary health services. However, when they did so, they were mandated by the WA Local Government Act to tender medical service practices due to exceeding the procurement threshold of \$250,000 (when the service goes to market on the first occasion a tender needs to be conducted however not if the same providers contract is extended). Example responses below:

	Tender Close Date	Number of responses received	Applicant requests
Shire of Gnowangerup	31st May 2024	3	Applicant 1 \$250,000 cash per annum Executive house, car (including maintenance) medical practice. Provider to pay utilities, cleaners, supports staff (reception, nurse, practice manager), IT expenses, medical equipment. Submission 2 \$90,000 cash per annum. Deemed high risk due to shortfall between their projected operating costs (\$790k pa) versus requested contribution. Also requested house, car and practice. Submission 3 \$200,000 cash per annum Predominantly telehealth service with occasional face to face with a visiting doctor maximum service 4 days per week. No hospital cover and dependant on suitable internet speed (to allow for telehealth). Provide medical practice.
Shire of Jerramungup	August 2021	1	Applicant 1 \$200,000 House, car and running expenses of the practice
Shire of Lake Grace	August 2023	2	Applicant 1 \$250,000pa House, car and medical practice premises and equipment to be supplied Provider to pay utilities, cleaners, IT upgrades, upgrades to medical equipment et al. Applicant 2 \$100,000pa no further details House, car and medical practice premises and equipment to be supplied No experience in running a rural practice.

Shire of Narembeen	3 July 2023	1	Applicant 1 \$280,000 - \$300,000 per annum Additional provision of house, car and commercial space. Applicant to pay all running costs and replace medical equipment at their own cost, which is to remain the property of the Shire.

The WA State Government has since removed the requirement of local governments to go to tender to extend an existing GP contract or attract a new one. Regardless, this has not solved the problem of recruiting and attracting GPs for a reasonable and sustainable amount. In the above table, it demonstrates the limited number of applications in the process and highlights why the local governments are paying significant ratepayer funds to attract a GP.

Providing significant funds to attract and retain resident GPs through an open process also creates competition amongst rural Western Australian local governments. They are competing for limited human resources. GPs are also leveraging local governments against each other to match cash payments and supporting incentives. This is evident through the tender process, but it should be remembered, that local governments should not be required to undertake a tender process for GP services, if current incentives and programs were enhanced to reflect the true cost of service delivery in remote communities.

4.2 Inadequate Financial Assistance Grants

Local Government Financial Assistance Grants are funded by the Commonwealth Government and distributed among 137 local governments in Western Australia each year.

The Financial Assistance Grants are the State's entitlement for financial assistance from the Commonwealth Government, paid upfront for a financial year, under the Local Government (Financial Assistance) Act 1995.

The WA Grants Commission recommends allocations to the WA Minister for Local Government. In 2024/25 the WA Grants Commission allocated \$2,189,431 for the Medical Facilities cost adjustor to acknowledge the costs that some regional local governments must contribute to employ a doctor.

In 2024/25 there were 11 local governments who received the maximum allowance of \$100,000. Only 5 of the 6 local governments party to this paper received the Medical Facilities cost adjustor. The Shire of Kojonup did not receive the Medical Facilities cost adjustor as they work with a local not-for-profit to engage a GP.

The Shires of Narembeen, Lake Grace, Kojonup did not receive the maximum amount.

Included in the Medical Facilities cost adjustor eligible expenditure is; GP salaries / retainer, car, housing, LG related administration costs, GP surgery (rent or forgone rent), GP surgery administrative costs, surgical and medical equipment, communication expenses, stationery, loan costs and depreciation.

	Financial Assistance Grants – Medical Facilities Cost Assessment	3yr Average Medical Expenditure (reported to WA Grants Commission)	GAP between MFCA and 24/25 actuals
Shire of Gnowangerup	\$100,000	\$165,178	\$150,000
Shire of Jerramungup	\$100,000	\$207,083	\$100,000
Shire of Kojonup	0	0	\$250,000

Shire of Lake Grace	\$36,392	\$44,380	\$213,608
Shire of Narembeen	\$54,008	\$44,287	\$250,992
Shire of Ravensthorpe	\$100,000	\$184,096	\$100,000

4.3 Attracting GPs

Using data from the *Medicine in Australia: Balancing Employment and Life (MABEL)* survey, research has shown that to move a GP from the city to a rural area would take an increase in income of between 18% and 130%, depending on the rural area.¹⁶

For an average GP who reported their annual income in the MABEL survey as \$222,535, this means they would need to be paid between \$261,700 and \$511,830 to go rural¹⁷. This is coincidentally in line with the current cash component that six local governments are paying in RM6 and RM7 communities to attract and retain local doctors – essentially covering their operating costs and setting a baseline income for them – in addition to the Commonwealth and State government rural incentive programs.

There are a range of Commonwealth Government policies, programs and incentives for GPs, including financial incentives under the Practice Incentive Program and the Workforce Incentive Scheme for GPs - **but these are not specific to remote communities**.

The Commonwealth Government's Strengthening Medicare Reforms does not include programs or incentives for rural practices; MyMedicare is for telephone consultations for registered users, the General Practice Grants Program does not specifically support rural or remote GPs because it can be accessed by RM 2 practices in metropolitan areas.

In Western Australia there are incentives such as the Country Health Innovation (CHI) financial incentive obtained through the Department of Primary Industries and Regional Development (DPIRD) Royalties for Regions (RfR) Program. The program within regional catchment areas provides for Emergency Department incentives, procedural incentives, additional Procedural incentives, a location incentive, Small Town GP incentive and an Aboriginal Health Community incentive. However, the majority of these incentives are only available to fellows and again, offered to the same communities closer to the metropolitan area.

The challenge faced by the six rural WA local governments included in this position paper is certainly not unique. The Shire of Bogan in Queensland is currently paying \$500,000 towards the operational costs of its medical centre.¹⁸ It is very rare that a rural local government in Western Australia (and indeed within other states) is not contributing to payments that attract and retain resident GPs.

So, why despite current Commonwealth and State Government policies and programs to attract and retain resident GPs in remote communities, are the six local governments still paying significant retainers to ensure their local medical centres remain open?

There are some policies and programs that are specifically for rural and remote communities, however they are not reflective of the true cost of providing a GP service or encourage GPs to go and live in the community.

¹⁶ Medicine in Australia: Balancing Employment and Life Australia's national longitudinal survey of doctors; University of Melbourne

¹⁷ Professor Anthony Scott, University of Melbourne, It's more than the money: Getting GPs to go to rural areas, 2021

¹⁸ [Local council running medical centre at \\$500k shortfall | Health Services Daily](#)

All six local governments have tried various providers and models of service delivery, they have provided different incentives, equipment and resources plus lifestyle amenities to secure the services of a GP. The local governments have tried to work with the Commonwealth Government on fly in fly out services in partnership with the Royal Flying Doctor, hub and spoke models, a pool of locums, recruiting overseas doctors, accessing Commonwealth and State incentives, operating the medical centres themselves to alleviate the challenges of operating a compliant practice, but the same challenges present;

- Smaller populations in the communities and therefore revenue generation;
- Perceived lower status of general practice (and particularly being based in remote areas);
- The generally lower income provided by Medicare fees;
- The burden of practice accreditation;
- Geographical distances;
- Work–life balance in rural communities¹⁹;
- GPs requiring a locum to cover periods of leave e.g. annual leave (in some cases this is extremely costly at \$10K per week);
- WA Country Health policies are not fit for purpose;
- Commonwealth and State Government incentives see RM 6 and RM 7 communities compete against RM 2 communities; and
- Fluctuations in patronage due to local economic conditions e.g. agriculture and mining.

Regardless of the current provider arrangements with each local government, the six local governments are contributing a total of \$1.435m cash to provide their communities with access to resident GPs across 9 towns (and indeed additional communities that neighbour them). Collectively this is 5.1% of the rate base across six local governments.

The local governments are also contributing to surgery infrastructure, GP vehicles and residences and depreciation cost of assets accounting for an estimated \$4.5m/pa.

The geographic spread of people in the six local governments creates both issues with logistics of access and efficiency of utilisation of resources. This impacts upon the costs, both of delivering services and for patients attending care, often requiring a greater time commitment and transportation costs to physically access services. The larger geographic footprint involved with creating a patient pool sufficient to sustain a clinic or service on a fee for-service basis results can result in lower utilisation. This is typically reflected in lowered utilisation of staff and services in these regions, and a greater reliance on grant and block funding to address shortfalls. Paying for these ‘gaps’ in remote and very remote communities through grants or block funding, is 3.46 times more per capita than that of metropolitan settings.²⁰

Additionally, fluctuations in patronage for medical centres due to local economic conditions that are beyond the control of GPs, impact the break even point of rural medical centres. One such example of a fluctuating local economy has been in the Shire of Ravensthorpe. In April 2024 First Quantum Minerals confirmed the Ravensthorpe nickel mine would be placed into care and maintenance, with 330 jobs to be lost. ²¹First Quantum Minerals is a financial contributor to the Ravensthorpe and Hopetoun surgeries, ultimately a service that supports

¹⁹ Decline in new medical graduates registered as general practitioners, Denese Playford, Jennifer A May, Hanh Ngo, Ian B Puddey, 2020

²⁰ Evidence base for additional investment in rural health in Australia, National Rural Health Alliance, 2023

²¹ [First Quantum Minerals to close Ravensthorpe nickel project with loss of 330 jobs - ABC News](#)

their workforce. The closure of the nickel mine places significant pressure on local businesses and service providers, such as the medical centre, as patronage declines.

When providing cash payments to GPs, the RM 6 and RM 7 local governments may be asked why they don't just implement gap fees, which potentially could be much lower than what they are currently paying.

In the 2021 Commonwealth Budget the GP revenue for a Standard Level B consultation rose from \$48.55 to \$50.45 for remote communities. This increase only applies to under 16yr olds and concession card holders. Consultations for other patients continue to receive the basic \$38.75.

The number of under 16yrs and concession card holder consultations is not significant enough to attract additional income under Medicare for the doctors in the six local governments (the majority of the communities only have primary and secondary schools to yr 10, many young people attend high school in the metropolitan and regional centres) and hence implementing gap fees is not advantageous (see below).

	Under 16yrs of age	Aboriginal and Torres Strait Islanders	Under 16yrs of age as a percentage of the total population	Commonwealth Seniors Health Card	Health Care Card	Low Income Card	Pension Concession Card ²²
Shire of Gnowangerup	260	93	/ 1215	10	60	5	195
Shire of Kojonup	371	99	/ 1901	65	85	5	310
Shire of Narembeen	154	25	/ 787	20	30	5	95
Shire of Ravensthorpe	389	88	/ 2085	35	80	5	345
Shire of Jerramungup	250	39	/ 1160	15	50	10	145
Shire of Lake Grace	250	29	/ 1265	20	45	5	105

²² DSS Payments by 2022 LGA - June 2023 to September 2024, Department of Social Services

4.4 Why Does this Problem Need to be Solved?

Limited Ratepayer Funds

Over the past ten years the six local governments collectively have paid in excess of \$6m of ratepayer funds to retain resident GPs.

Not only is this a significant opportunity cost for local governments and their communities but it diverts their limited funds towards a service that should be funded by State and/or Commonwealth Government. It means core local government services and infrastructure are underfunded, not pursued or not maintained to an adequate level (impacting Councils ability to adequately manage their asset maintenance and preservation programs).

In WA, local governments are also now required to prepare public health plans. These are essentially primary health plans and whilst community socio and economic health is an outcome in the provision of local government services and facilities, they are not responsible for primary health services and facilities which is included in the plans.

Access to Healthcare is linked to Economic Health

Providing quality healthcare in a rural community goes beyond immediate healthcare services; it also has a positive impact on the economic health of a community – its productivity, absenteeism rates, workforce participation and more.

Rural health and rural community and economic development are also inextricably connected—neither field can be successful without the other. Thriving economies and communities require healthy people, and people need strong economic and health systems to thrive.

Unintended consequences of the reliance on telehealth in rural Australia²³

Studies and experience have identified that telehealth — the use of electronic means such as video or telephone to deliver health care remotely — has many benefits for patients, health care providers and health systems, including reduced costs, improved health care access, productivity gains, and increased satisfaction, convenience and efficiency. Beyond direct benefits, there is a widely held view that telehealth may potentially mitigate the negative impact of health workforce shortages in rural areas and achieve early intervention in health problems.

Telehealth can help enhance the health status of rural and remote communities by improving accessibility. By cutting travel costs such as fuel, accommodation, and lost wages due to work disruption, telehealth contributes positively to socio-economic wellbeing and helps relieve some of the financial burden rural communities face to access services.

While providing tangible support to rural clinicians on the ground, dependency on telehealth can [however] mask the need to invest long term to improve rural health, such as direct investment in infrastructure and the rural health workforce. By relying on metropolitan centres to provide care to rural Australians, telehealth essentially redirects rural resources to these centres, reducing future rural health care funding. This deflection of resources could threaten the viability and existence of rural practice altogether, eroding health services in rural areas and exacerbating the situation in a vicious cycle of overdependency and inaccessibility. Reliance on metropolitan doctors reduces opportunities for training in rural health, potentially

²³ Beyond the planned and expected: the unintended consequences of telehealth in rural and remote Australia through a complexity lens, Medical Journal of Australia, Osman et al, 2024

deskilling clinicians, especially those early in their career, thereby undermining the quality of health care rural patients receive over time. Intermittent metropolitan telehealth service providers do not participate in local call rosters nor have an understanding of the complex and chronic conditions of local, and especially Indigenous, patients needing personalised care. And predatory providers seeking to expand their business model might not be in the best interest of local communities due to this lack of local and contextual knowledge.

All in all, inherent limitations of telehealth, such as the inability to examine patients physically, may leave staff in rural primary care and emergency settings less skilled, and hence more vulnerable to medicolegal liabilities and overstretched as telehealth adds to their workload by transferring examining patients on behalf of the consulting physician or performing other clinical tasks outside their scope of work. Other concerns include that medicolegal consequences may arise due to miscommunication, lack of local context by the physician providing care via telehealth, and the hesitation of nurses and junior doctors to raise any concerns to a remote clinician. This may make work environments less attractive, further increasing the challenge of recruiting and retaining junior clinicians to rural practice.

Anecdotally reports within remote communities that support staff such as nurses feel pressure when there is no doctor in the room, particularly during emergency situations and the absence of collegiately is missed.

The continuity of care is also essential for every patient and the continuity of doctors through the telehealth service is clearly lacking and not avoidable.

There may also be social and economic consequences on rural communities due to the missed opportunity of having clinicians relocate to rural areas, contribute to the rural economy, bring investments, and attract more businesses to rural areas. And if the converse occurs, and telehealth fuels migration of rural Australians to metropolitan centres seeking specialist care or clinicians to work in cities, this can exacerbate the metropolitan housing crisis and the economy.

These actual and potential effects are largely unintended consequences of the implementation of telehealth in rural Australia and have not to date been subject to overt planning. They nonetheless can have considerable impact on rural and remote communities.

5. SOLUTION

Countries with a strong primary health care system experience better population health and lower rates of unnecessary hospital admissions. General practice is the bedrock of healthcare in rural areas. Ongoing access relies on being able to recruit and retain enough properly distributed GPs in all parts of the country.²⁴ The six local governments have tried various business models and incentives over the past decade and worked with organisations that are funded to support primary health care in the regions to attract GPs. They have resisted at every opportunity to part with ratepayer funds to attract and retain a GP, knowing firsthand that they have limited income but increasing needs for infrastructure and services across their communities that are required for current residents but also necessary for communities and industry to grow.

The Australian and Western Australian health systems are complex. However, despite complexities it is well evidenced that the third tier of government, local government, is not responsible for the delivery of primary health care, specifically the provision of GPs.

While local governments supporting GPs are rightly proud of securing and/or retaining these essential services for their communities, this should not distract from the fact that such support is a financial impost and takes away from other essential local government services and functions.²⁵

Local government support for primary healthcare services is grounded in their pursuit of creating thriving communities. Local governments are stepping in to provide support for these services due to Commonwealth and State Governments failing in their responsibilities to ensure the adequate provision of essential services.²⁶

The Local Government Primary Healthcare Services Survey Report by Rural Health West in 2024 identified a number of recommendations, one being the WA State Government establish a Local Government Primary Healthcare funding program. Based on the survey findings an initial annual fund of \$5 million per annum is recommended across the State. However, this amount will likely be inadequate. Potentially such a fund should only be applied to RM6 and RM7 local governments.

Policy makers may say, set a gap fee payment or raise rates in each local government, to cover the cost of the provision of GP services, but the local conditions (population, demographics and local economy) are not favourable or sustainable to see these solutions last.

Investing in the general practice workforce in remote WA communities requires additional and distinct solutions to overcome unique workforce issues such as professional isolation, uncompetitive remuneration compared to metropolitan practices, state hospital salaries and locum rates and the viability challenges of running a rural general practice. It is critical State Governments and the Commonwealth Government work together to resolve GP workforce issues.²⁷

Some policies have been introduced recently, such as rural generalist training pathways and will not yet show an effect, but other policies such as financial incentives have been in place

²⁴ AMA plan for improving access to rural general practice, AMA, 2023

²⁵ Local Government Primary Healthcare Services Survey Report, Rural Health West, 2024

²⁶ Local Government Primary Healthcare Services Survey Report, Rural Health West, 2024

²⁷ AMA plan for improving access to rural general practice, AMA, 2023

for a long time. Evidence shows that financial incentives may not be effective (Scott et al., 2013), or if they are it is only for GP Registrars who are the most mobile (Yong et al., 2018).

Due to the complexity of the health care system, there are many levers that could be used to help resolve the issues experienced by remote communities to attract and retain a GP. This position paper is not advocating to amend Medicare. The local governments are also not advocating to directly fund private enterprise or amend training and workforce policies. There are also WA Country Health policies for hospitals, locums and close availability GPs to service hospitals that influence the position the six local governments are faced with – the alliance will advocate on these separately.

The alliance is though raising awareness to the fact that market rates to attract a GP in a RM 6 and RM 7 community are significantly rising, with Commonwealth and State Government programs needed to match these market rates. The alliance is also raising awareness that telehealth is not the answer to shortages of GPs in remote communities.

The six local governments agree to continue to support GPs through the provision of a space for a practice under peppercorn leases, a house and vehicle, however the ongoing cash payment towards operations is unsustainable.

The six local governments need the Commonwealth and State Government's to consider a sustainability payment to assist in attracting and retaining resident GPs. This would reduce the cash component provided by local governments to GPs. The Tasmanian and Queensland Government provide similar programs.

Such a program for local governments would also reduce health inequalities experienced in the remote communities.²⁸

A custom-made variation in the allocation of resources is required. Resourcing for such a solution can still be funded centrally, flexibility at the regional decision-making level uses local information better and is more adaptable.

Primary healthcare funding is a Commonwealth responsibility. In remote communities there are significant funding gaps.

The State Government has primary health care responsibilities as well, more than that of local governments.

The Alliance is requesting the Commonwealth include a sustainability payment in the Federal Budget 25/26; directly to the six RM6 and RM7 local governments as a pilot program over a 3yr period; to the value of \$4,425,000 plus CPI.

This could be distributed through the Medical Facilities cost adjustor (Financial Assistance Grants additional contribution).

²⁸ Regional health inequalities in Australia and social determinants of health: analysis of trends and distribution by remoteness, Flavel et al, 2023

APPENDICE

Figure: Location of hospitals neighbouring the alliance of Councils.

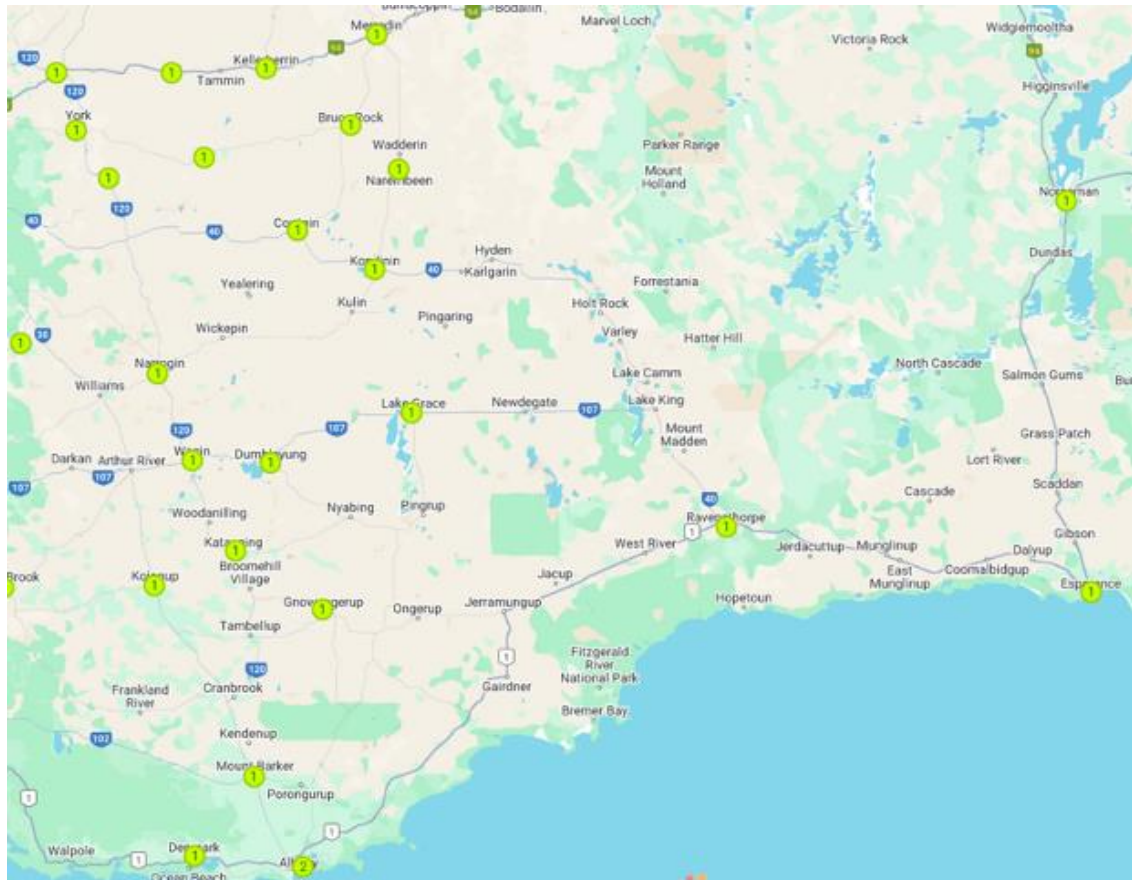


Figure: Location of GPs neighbouring the alliance of Councils.

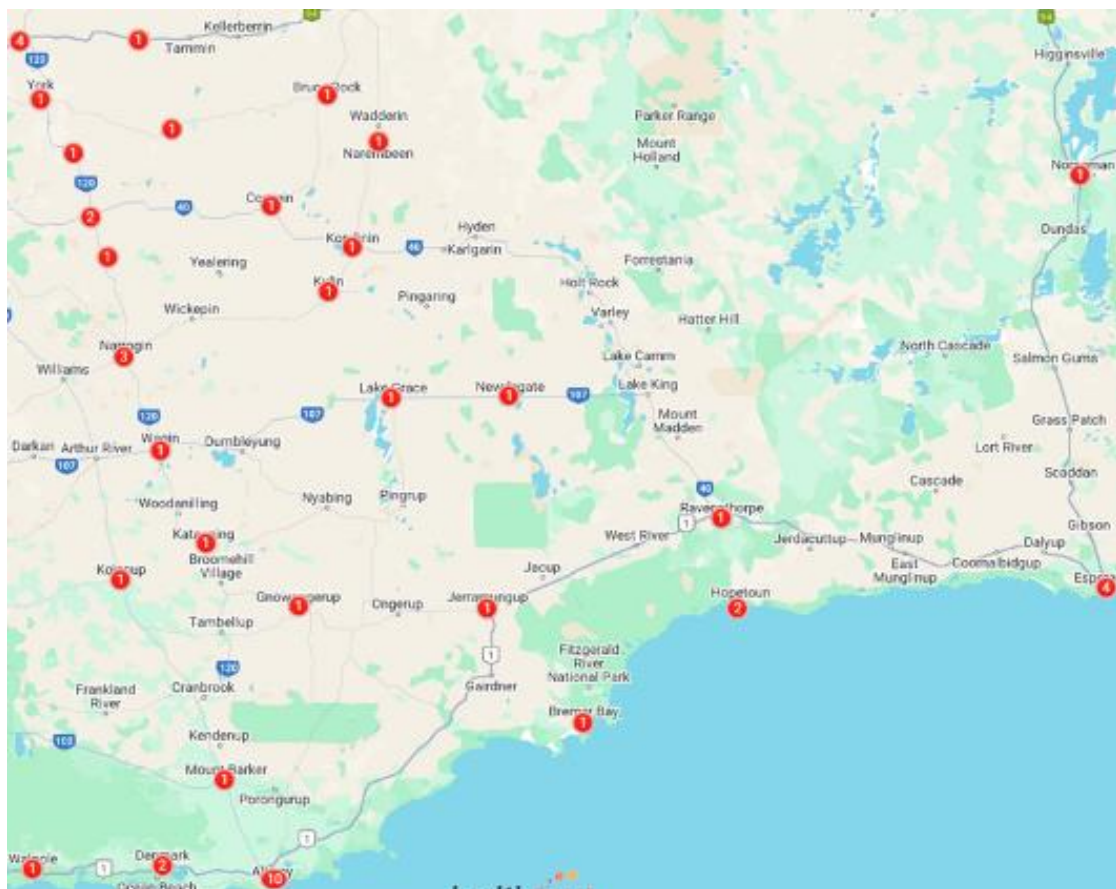
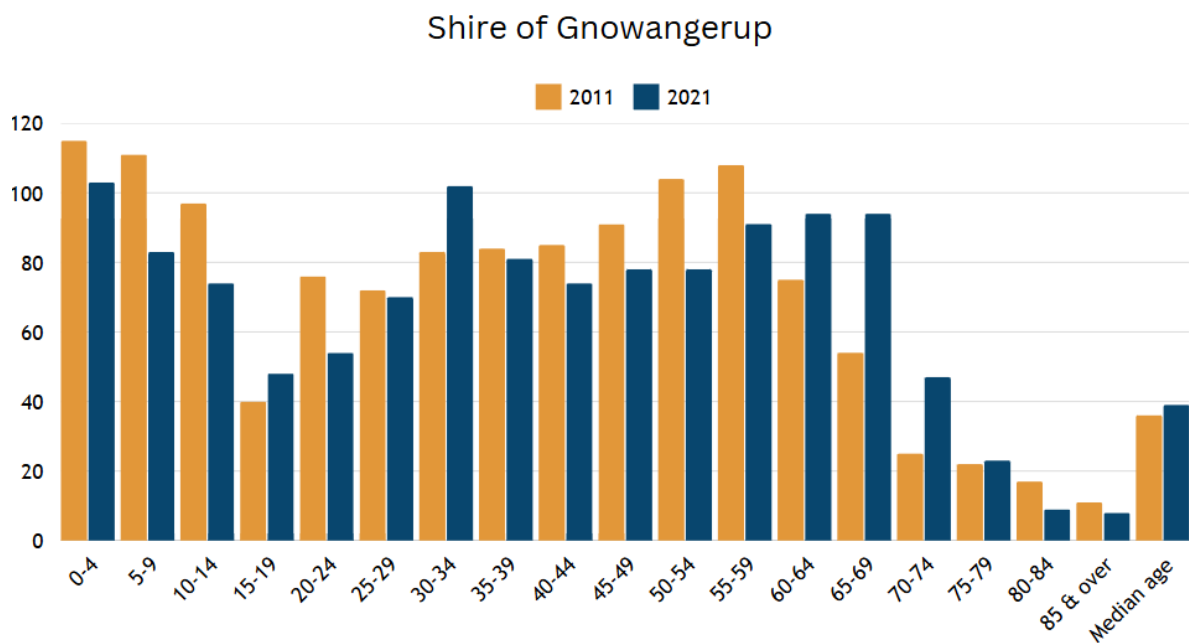
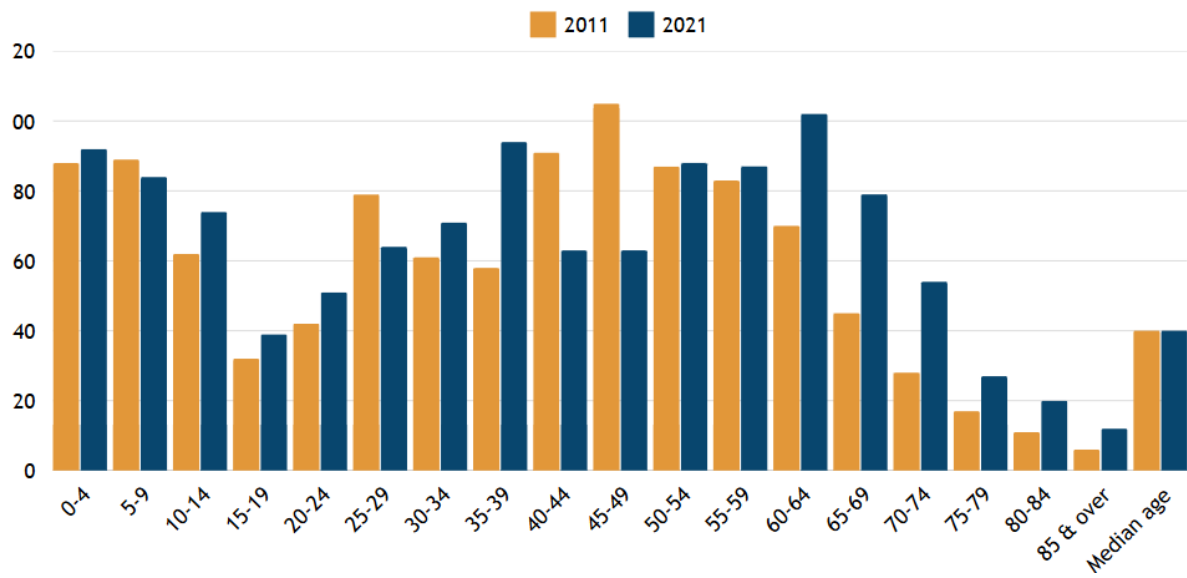


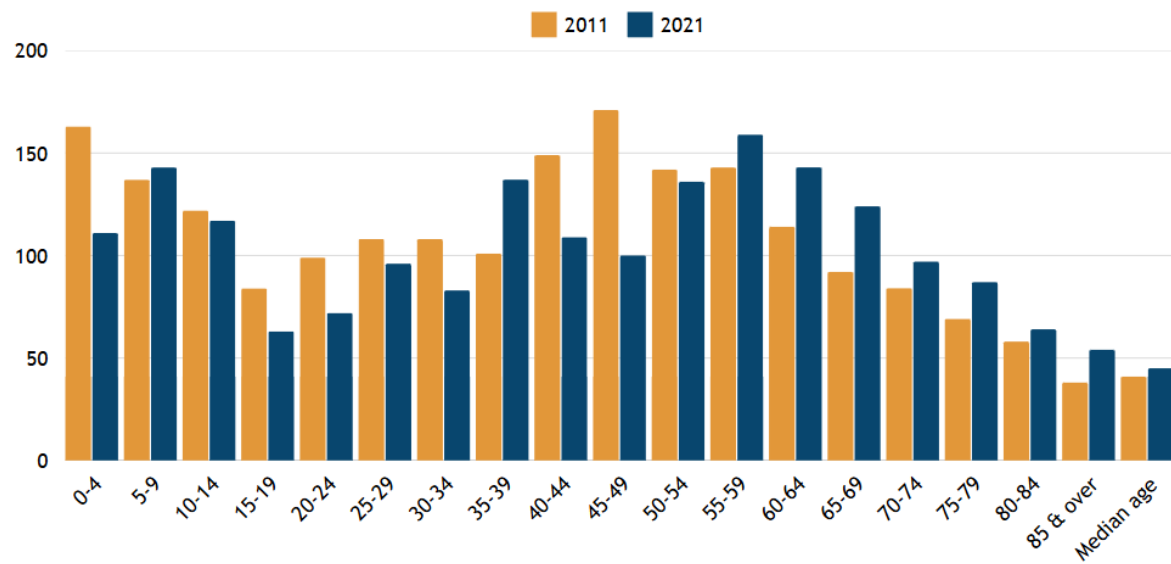
Figure: Age Profiles

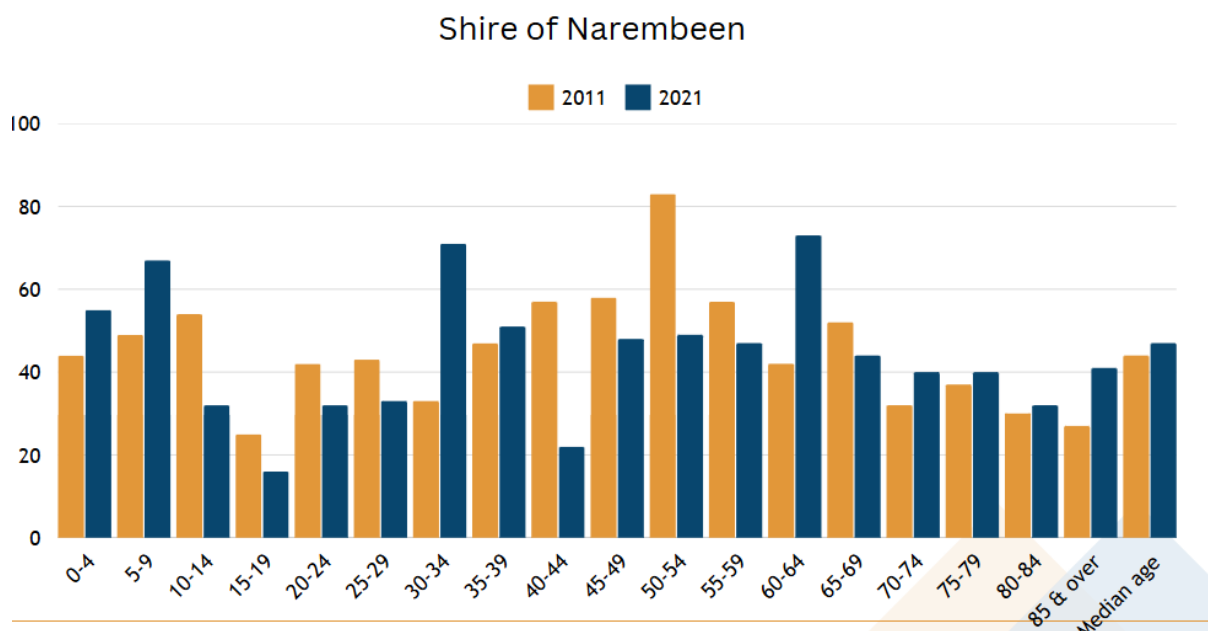
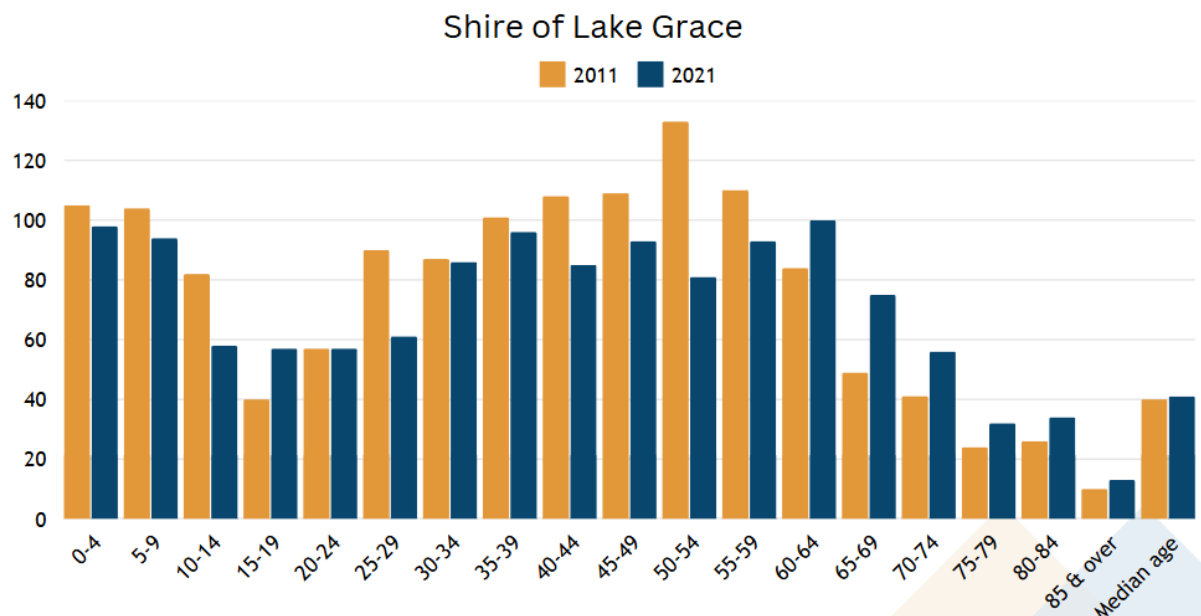


Shire of Jerramungup

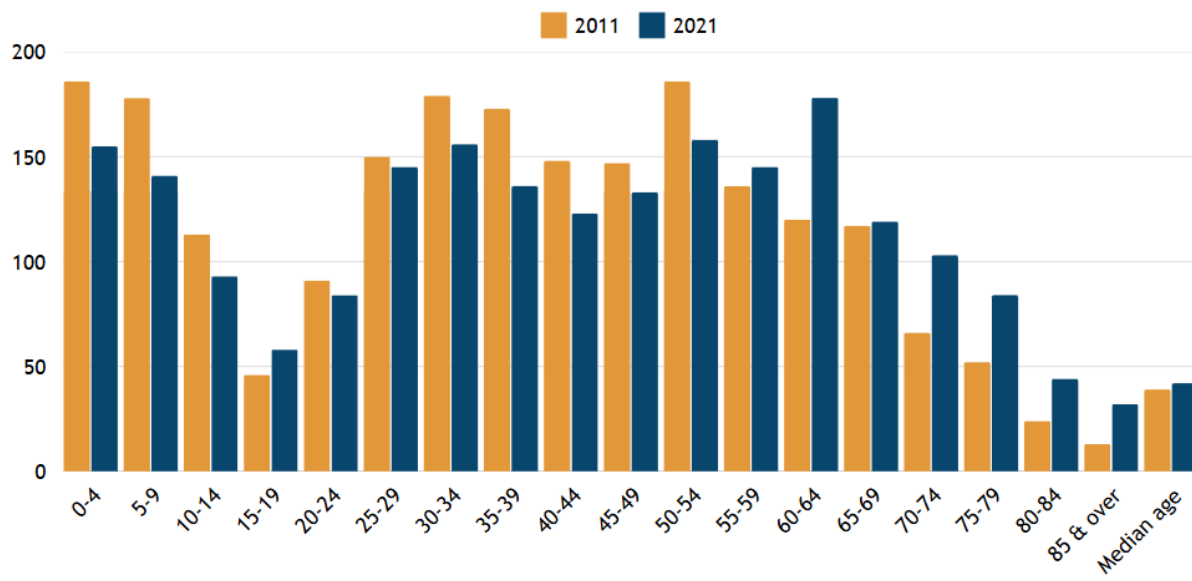


Shire of Kojonup





Shire of Ravensthorpe



10.3.7. AGREEMENT WITH THE CRC

Applicant:	Not Applicable
Location:	Not Applicable
Date:	12 December 2025
Reporting Officer:	Ian McCabe, Acting Chief Executive Officer
Disclosure of Interest:	The author has no interest to declare
File Number:	05.19.06C
Attachment Reference:	1. Draft Agreement

VOTING REQUIREMENT

Absolute Majority

OFFICER'S RECOMMENDATION

That Council:

1. Approve the draft agreement with the Community Resource Centre and authorise its execution by the President and Acting CEO.

BACKGROUND

The Shire of Wyalkatchem has had agreements with the Community Resource Centre to deliver services since 2013. There is currently no agreement in place.

COMMENT

The last proposed agreement with the CRC in 2023 was passed by Council but not accepted by the CRC.

A period of time passed where no statistics required under the agreement were passed to the shire and no payments were made to the CRC. This is neither sustainable practice nor helpful to either party.

The President and Acting CEO met recently with the Chair of the CRC Management Committee to exchange information and affirm the importance of the CRC to community development. A draft agreement was prepared by the Acting CEO and this has been accepted by the Management Committee.

There is no material change to any previous agreement. The main features are a 3% increase in fees and an 18-month term to bring the term into alignment with the shire's financial year budget timeline.

There is a relationship to the lease the shire holds with the Public Transport Authority over the land – this is due for renewal and the PTA is yet to respond.

At cl. 3 on page 4, the date that library reporting is due to the shire has been changed – this is now the 15th of the month instead of the 7th; this should assist in closing off the previous month; note: the shire have not received any reporting in years.

In regard to visitor information reporting at cl. 4 on page 5, this hasn't occurred in a very long time.

Shire access to the conference room at 5.1 (c) – not generally requested but as a shire facility the local government may do so in the future. The amount of access is not

increased but rather expressed as a monthly number as well as a weekly number; if the shire wants to host an event, it may be a whole day, for example.

At cl. 9 Termination of contract, the legislation is updated – the Associations Act was updated in 2015 – the old agreement still referenced the 1987 Act.

At Schedule 1 page 18: Item 2, the Term is for 18 months 1 January 2026 to 30 June 2027; this will allow us to move to financial years and line up the agreement with the shire budget. This gives the shire and the CRC 18 months to collect statistics, get our respective governance and community development organised and well governed and then have a serious discussion about the future – how do both organisations deliver their respective objects effectively.

Schedule 1 Item 3: commencement – 1 January 2026 – irrespective of the PTA lease and timing, the agreement will be recognised from 1 January 2026.

Schedule 1, Item 4: the contract price: at \$30,463.44 this is a 3% increase on the last annual amount (that is \$2,538.62 per month); because the shire budget is fixed until 1 July 2026, the amount we will pay January to June is the current amount of \$2,464.68 per month; from July 2026, we will pay the increased amount and any backlog from January to June 2026 – that is \$2,538.62 in July plus \$443.64 shortfall for January to June and then \$2,538.62 per month).

Item 6 (4): detail of this backlog payment plus a schedule of payments is on the next two pages (p. 20 and 21).

STATUTORY ENVIRONMENT

Local Government Act 1995

POLICY IMPLICATIONS

There is no directly relevant policy to this item.

FINANCIAL IMPLICATIONS

This will commit the local government to an annual payment of \$29,575.44 in 2025/26 with \$443.64 associated with the year payable in 2026 / 27.

This is in line with budget expectations.

RISK IMPLICATIONS

This item has been prepared to reduce risk to council and the local government. This agreement will assist in managing the asset and contribute to the strategic planning of the local government.

COMMUNITY AND STRATEGIC OBJECTIVES

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

Goal 4: The length of stay for visitors and tourists to Wyalkatchem is extended.

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.

Agreement for Provision of Services

Wyalkatchem Community Resource Centre Inc.

and

Shire of Wyalkatchem



Mcleods
Barristers & Solicitors
Stirling Law Chambers | 220-222 Stirling Highway CLAREMONT WA 6010
Tel: (08) 9383 3133 Fax: (08) 9383 4935
Email: mcleods@mcleods.com.au Ref: DFN:WYAL-32371

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Details

Parties

Shire of Wyalkatchem

of PO Box 224, Wyalkatchem, Western Australia
(Shire)

Wyalkatchem Community Resource Centre Inc.

of PO Box 156, Wyalkatchem, Western Australia
(Contractor)

Background

- A. The Public Transport Authority of Western Australia (**PTA**) is vested with care, control and management of the land described in **Item 1(a)** of Schedule 1 (**Land**).
- B. The PTA licensed the Land to the Shire pursuant to a licence commencing on 1 January 2026 for a term of 10 years (**Head Licence**).
- C. The Shire has granted a sub-licence of that portion of the Land described in **Item 1(b)** of Schedule 1 (**Premises**) to the Contractor for a term of 1 year and 6 months, commencing on 1 January 2026 (**Sub-Licence**).
- D. The Shire intends to permit the Contractor to use the Shire owned community resource centre facility (**CRC Facility**) located on the Premises, for the delivery of a range of community purposes pursuant to the Sub-Licence, including the delivery of certain agreed services by the Contractor on behalf of the Shire.
- E. The Contractor has agreed to carry out the services described in **Item 5** of Schedule 1 (**Agreed Services**) from the CRC Facility in exchange for the Shire paying the annual contract fee described in **Item 4** of Schedule 1 (**Contract Price**).
- F. The parties have entered into this contract to give effect to their agreement (**Contract**).

Agreed Terms

The Contractor and the Shire hereby AGREE AND COVENANT as follows:

1. Term

The Contract shall run for the term identified in **Item 2** of Schedule 1 (**Term**) commencing on the date identified in Item 3 of Schedule 1 (**Commencement Date**).

2. Provision of services

The Contractor shall perform the Agreed Services in the **manner** specified in this Contract to the Shire's reasonable satisfaction, and the Shire shall pay the Contractor the Contract Price by equal monthly instalments in advance.

3. Library

The Contractor shall, to the Shire's reasonable satisfaction and for the duration of the Term, provide the following library services:

- (a) create and maintain records, details and information for library members on Library Management System;
- (b) record the issue and return of loaned items through Library Management System;
- (c) carry out inspection of returned items for damage;
- (d) regularly return items to shelves in correct order, having due regard to sorting standards such as the Dewey Decimal System;
- (e) arrange and administer inter-library loans through a Virtual Document Exchange System (VDX) and ensure compliance with all relevant loan terms;
- (f) undertake annually, or at such other frequency or times required by the State Library of WA, a stocktake and provide results to the Principal;
- (g) register of donated items through Library Management System;
- (h) report damaged items as required, inclusive of details of the

cause and extent of damage and identity of the person responsible for damage;

- (i) provide a "Better Beginnings Family Literacy Program" or equivalent;
- (j) carry out any other function as is required by the State Library of WA;
- (k) carry out any other functions consistent with these services;
- (l) provide a quarterly report on or before the 15th day of the months January, April, July and October of the following statistics for the previous quarter-
 - (i) Number of current members
 - (ii) Number of library users in the last 3 months
 - (iii) Number of items on loan from the library
 - (iv) List of overdue items and lost/ stolen items
- (m) check library system for overdue items on a monthly basis and issue letters to library members who have overdue items.

4. Visitor information.

The Contractor shall, to the Shire's reasonable satisfaction and for the duration of the Term, provide services in relation to visitor information services:

- (a) Supply and maintain a noticeboard within the Premises, capable of displaying public notices and any notices, information and documents that the Shire requires the Contractor to display;
- (b) provide information services at the Premises for visitors and tourists for the purpose of promoting the Shire of Wyalkatchem and its surrounding regions;
- (c) source, locate and procure visitor and tourist information publications and products that inform visitors of local events and tourist features;
- (d) take measures to integrate with other tourism networks, agencies and entities within the Shire and its surrounding regions to encourage tourism cross-promotion between Shire and other regions;

- (e) at the Shire's request, carry out any other functions reasonably consistent with these services and;
- (f) report quarterly to the Shire, by email, on the number of patrons and the service provided to those who have visited the CRC Facility to obtain Visitors Centre services.

5. Supplementary services

- 5.1** The Contractor shall, upon being requested by the Shire to do so, provide any additional or Supplementary Services which are consistent with or reasonably incidental or ancillary to the services, but are not otherwise specified in this Contract.

The Supplementary Services shall be:

- (a) performed by the Contractor in accordance with the requirements nominated by the Shire from time to time and to the Shire's reasonable satisfaction;
- (b) deemed to form part of the Services for the purposes of this Contract; and
- (c) the Shire shall have unfettered access to the CRC Facility's conference room for up to four (4) hours each calendar week or 16 hours in any one month.

6. General obligations

- 6.1 The Contractor, in providing the Services, shall comply with all relevant statutory requirements.

- 6.2 The Contractor shall ensure at all times all work is carried out under the supervision of properly trained and experienced supervisors and that at all times the Contractor has effective control of all its employees, servants, agents and subcontractors. The Contractor shall retain all responsibility for the safety and security of all its employees, servants, agents and subcontractors during the Term.

The Contractor shall make good any damage caused by the Contractor or any of its employees, servants, agents or subcontractors to property of the Shire or property of any other person or persons within the CRC Facility.

- 6.3 The Contractor shall promptly comply with and carry out the reasonable demands, orders and directives given by the Shire or its officers in relation to the Services.

6.4 The Contractor shall promptly report to the Shire:

- a. any breach of any written law which comes to the notice of the Contractor and render reasonable assistance to the Shire in any subsequent prosecution or legal proceeding; and
- b. any obstacle or difficulty which interferes with the proper performance of the Contract or delivery of the Agreed Services by the Contractor.

6.5 The Contractor shall take all reasonable precautions in the performance of the Services to protect the health and safety of its employees and members of the public. The Contractor shall comply with all national, state and local health, safety, and fire protection laws and regulations.

6.6 In the event the Contractor fails to comply with the regulations or reasonable requirements of the Shire, the Shire may, without prejudice to any other statutory, legal or contractual right of the Shire, issue an order stopping all or any part of the Services.

7 Insurance

7.1 The Contractor shall take out and keep in force with a reputable insurance company, at its own expense, public liability insurance of an amount not less than TWENTY MILLION DOLLARS (\$20,000,000) for personal injury or property damage arising from or occurring as a result of the Services performed under this Contract.

7.2 The Contractor shall produce all insurance policies required under the provisions of the Contract, together with the certificates of currency to the Shire upon request and advise the Shire of each renewal of each insurance policy.

8 Default

If the Contractor:

- (a) fails or neglects to comply with any provision of the Contract;
- (b) in the reasonable opinion of the Shire is dilatory or tardy in the performance of the Services; or
- (c) fails or neglects to comply with any direction given by the Shire pursuant to the provisions of the Contract;

the Shire may employ or engage the necessary labour and hire the necessary equipment to remedy the defect and recover all costs and expenses of doing so (including the Shire's administrative costs) from the Contractor or deduct those costs and expenses from any moneys due or which becomes due to the Contractor.

9 Termination of contract

If the Contractor:

- (a) is unable to pay its debts or is wound up in accordance with Part 9 of the *Associations Incorporation Act 2015*;
- (b) has a receiver, receiver and manager, or administrator appointed in respect of it or any of its assets;
- (c) defaults in the due and punctual performance or observance of any of the terms of the Contract; or
- (d) in the reasonable opinion of the Shire has not performed the Contractor's obligations under the Contract in a satisfactory manner,

the Shire may:

- (e) without terminating the Contract, remove from the Contractor the responsibility either wholly or partially, for providing and performing the Services for the unexpired balance of the Term or any other period the Shire thinks fit and may:
 - (i) withhold and remove any or all authorisations, information, records and documents provided by the Shire pursuant to this Contract;
 - (ii) employ or engage any necessary labour or assistance; or
 - (iii) do any act, matter or thing necessary to remedy the acts of default, and recover from the Contractor all costs and expenses incurred by it; or
- (f) without prejudice to any right of action in respect of any antecedent liability of the Contractor, by 7 days written notice to the Contractor determine the Contract and in that event the Contractor is not entitled to compensation.

10 Assignment and sub-contracting

The Contractor shall not assign or sub-contract the works or services without the prior written approval of the Shire, which may be withheld in its absolute discretion.

11 Shire's obligations

The Shire shall, at its cost, provide the Contractor with such, authorisations, information, guidance, records and documents as are reasonably necessary to enable the Contractor to carry out the Services.

12 Costs

The Shire shall pay the costs of and incidental to the preparation and execution of the Contract.

13 Service of notices

13.1 Any notice to be given by the Contractor to the Shire may be served by post addressed to the Shire, or delivered personally to the Shire, at the address identified in this Contract, or such other address for service notified by the Shire to the Contractor in writing from time to time.

13.2 Any notice to be given by the Shire to the Contractor may be served by email or post addressed to the Contractor, or delivered personally to the Contractor, at the address identified in this Contract, or such other address for service notified by the Contractor to the Shire in writing from time to time.

14 Employment costs and outgoings

14.1 The Contractor shall be responsible for employing such staff or personnel as are necessary to perform the Services to the standard required by this Contract and shall be responsible for any costs, wages, salaries or other amounts incurred in relation to the employment of those staff.

14.2 The Contractor shall, unless this Contract expressly provides otherwise, be responsible for paying all outgoings, disbursements and utilities arising from the provision of the Services, which outgoings include

but are not limited to:

- a. telephone connection, usage and service fees;
- b. electricity connection, usage and service fees;
- c. water connection, usage and service fees;
- d. cleaning of the Premises;
- e. stationery costs; and
- f. any other costs payable by the Contractor in relation to the Premises pursuant to the Contractor's sublicense of the Premises.

15 Indemnity

The Contractor agrees to indemnify and keep indemnified the Shire and all officers, employees and agents of the Shire:

- (a) from and against the destruction of or damage to any property of the Shire or any person; and
- (b) from and against all actions, claims, costs and demands in respect of loss or damage to property or death or injury of any nature and however and wherever sustained,

caused by or arising out of or in relation to or incidental to:

- (c) the delivery of the Agreed Services by the Contractor or any agent, employee or sub-licensee of the Contractor; or
- (d) resulting from an act or omission of the Contractor or any agent, employee or sub-licensee of the Contractor,

save that the Contractor shall not be responsible for any loss or damage which is caused by the negligence of the Shire.

16 Confidentiality

The Contractor shall take all reasonable measures and precautions to ensure that:

- (a) any information used, received or obtained by the Contractor and its agents and employees in carrying out the Services (Confidential Information) remains confidential at all times and is not disclosed or disseminated or made available for disclosure or

dissemination by any means, whether directly or indirectly, to any other person or entity without the express permission or authorisation of the Shire; and

- (b) in the event that the Contractor becomes aware of any Confidential Information being disclosed or disseminated otherwise than in accordance with **clause 16(a)**, the Contractor shall notify the Shire of that occurrence as soon as possible thereafter and take such action as the Shire may require to rectify the unauthorised disclosure of the Confidential Information.

17 Liability for loss

The Contractor shall be liable for any loss incurred by the Shire arising from the Contractor's failure to perform the Agreed Services in accordance with this Contract.

18 Relationship

18.1 Nothing in the Contract shall be deemed to constitute a relationship between the Shire and the Contractor, or any employee of the Contractor, other than the relationship of principal and independent contractor.

18.2 Without limiting the generality of **clause 14.1**, the Contract shall not be construed as creating between the Shire and the Contractor, or between the Shire and any employee of the Contractor, a relationship of:

- a. partnership;
- b. master and servant;
- c. principal and agent; or
- d. employment or trust.

18.3 The Contractor must not hold itself, or its employees or agents, out to be employees or agents of the Shire, and the Contractor indemnifies the Shire, and must keep the Shire indemnified against any Claim incurred as a result of it doing so.

18.4 For the purposes of clause 14.1, the provisions of Part 1F of the Civil Liability Act 2002 are excluded.

19 GST

In this clause

GST Law means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (GST Act) and any associated legislation including without limitation delegated legislation.

GST, Registered, supply, and any other expression used that is defined in the GST Law has the same meaning as given to it in the GST Law.

19.1 Unless specifically described in the Contract as 'GST-inclusive', any consideration to be paid or provided for a supply made under or in connection with the Contract does not include an amount on account of GST and is 'GST-exclusive'.

19.2 Where, under the GST Law, any supply to be made by a party (Supplier) to another party (Recipient) under or in connection with the Contract is subject to GST (other than a supply the consideration for which is specifically described in the Contract as GST-inclusive), then -

- a. the consideration payable or to be provided for that supply under the Contract will be increased by, and the Recipient will pay to the Supplier, an amount equal to the GST calculated according to the GST Law;
- b. the Recipient shall pay that additional GST amount at the same time and in the same manner as the GST-exclusive consideration is paid or provided; and
- c. a reference to the consideration payable for a supply includes the value of any non-monetary consideration for the provision.

19.3 If the Supplier is Registered or required to be Registered, the Supplier must provide a GST compliant tax invoice in connection with any supply made by it under the Contract, failing which the Recipient will not be obliged to make any payment for that supply until the invoice is provided.

20 Entire agreement - no warranty

20.1 The Contractor acknowledges that it has entered into the Contract in full reliance on his or her own enquiries, investigations, examinations and advice and not in reliance on or as a result of any statement, claim, representation or warranty (expressed or implied) made or given by the Shire or any employee, agent or other person on behalf of the Shire in respect of any matter whatsoever affecting the Contract.

20.2 The parties agree that the Contract constitutes the whole and entire agreement between them and supersedes all previous negotiations and agreements written or oral.

21 Force Majeure Event

21.1 For the purposes of this **clause 21**, a "Force Majeure Event" means any occurrence or omission as a direct or indirect result of which the party relying on it is prevented from, or delayed in, performing any of its obligations (other than a payment obligation) under this Contract and that is beyond the reasonable control of that party, including an act of war (whether declared or not) or terrorism, the mobilisation of armed forces, civil commotion or riot, natural disaster, industrial action or labour disturbance or restraint, currency restriction, embargo, action or inaction by a governmental agency, (but not those of the Shire's under this Contract) a failure of a supplier, public utility or common carrier, unavailability or delays in the supply of materials, reasonable failure to secure contractors, delays of contractors or inclement weather.

21.2 If a party becomes unable wholly or in part by a Force Majeure Event to carry out any of its duties or obligations under this Contract -

- a) that party must give to the other party prompt notice of:
 - i) detailed particulars of the Force Majeure Event;
 - ii) so far as is known, the probable extent to which the party will be unable to perform or will be delayed in performing the duty or obligation; and,

- b) the relevant duty or obligation, so far as it is affected by the Force Majeure Event, will be suspended during the continuance of the Force Majeure Event; and
- c) the party must use all reasonable efforts to overcome or remove the Force Majeure Event as quickly as possible.

21.3 Under clause within the CRC Facility 21.2 the affected party is not required to settle any labour or other dispute on terms contrary to its wishes or to contest the validity or enforceability of any law, regulation or decree by way of legal proceedings.

22 Additional terms and conditions

Each of the terms and conditions specified in Item 6 of the Schedule are part of this Contract and are binding on the parties as if incorporated into the body of this Contract.

23 Severability

If any provision of this Contract is void or unenforceable, that provision is void and unenforceable only to the extent of that voidness or unenforceability, without invalidating the remaining provisions which will remain in full force and effect.

24 Amendments

This Contract can be modified, amended or varied only by a document in writing signed by or on behalf of each of the parties.

25 Waiver

A waiver of a breach of any term or condition of this Contract is not to operate as a waiver of any breach of the same or any other term or condition of this Contract.

26 Laws of Western Australia apply

This Agreement is to be construed and interpreted in accordance with the laws of the State of Western Australia and the parties agree to submit to the jurisdiction of the courts of that State and of courts competent to hear appeals from those courts.

27 Interpretation

In this Contract, unless expressed to the contrary:

- (a) Words using:
 - (i) the singular includes the plural;
 - (ii) the plural includes 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;
- (h) A reference to this Contract or provisions or terms of this Contract 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 email;
- (j) Anything (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;
- (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 a party 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 a person authorised by that party; 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 Contract.

Schedule 1

Item 1: Land and premises

(a) Land

The land described as the "Licensed Area" in the Head Licence being:

All that rail reserve at Wyalkatchem highlighted in blue on the copy of Plan 3700-6 attached to the Head Licence totaling approximately 3.28ha.

(b) Premises

That portion of the Land described as the "Premises" in the Sub-Licence being:

That portion of the Building (on the Land) shown hachured on the plan annexed to the Sub-Licence as Annexure A and comprising an approximate area of 400m²

Item 2: Term

1 years and 6 months (18 months to 30 June 2027).

Item 3: Commencement date

1 January 2026

Item 4: Contract price

\$30,463.44 (inc GST) per annum (\$2,538.62 per calendar month).

Services

Item 5: The Contractor shall provide the following Services, in accordance with the terms and conditions of this Contract:

(a) the library services identified in **clause 3** of this Contract;

- (b) the visitor information services identified in clause 4 of this Contract;
- (c) The supplementary services identified in clause 5 of this Contract.

Item 6: Additional terms and conditions

(1) Payment by Shire into building reserve fund

The amount the Shire budgets for maintenance will be determined annually by reference to an asset management plan for the CRC Facility. The amount budgeted will vary from year to year, at the Shire's discretion and according to need and priority.

(2) Driver and vehicle licensing services

The Contractor agrees to use its best endeavours to retain an agreement with the Department of Transport (**Department**) to authorise the Contractor to provide driver and vehicle licensing services on behalf of the Department from the CRC Facility. For any portion of the Term in which the Contractor does not provide driver and vehicle licensing services on behalf of the Department from the CRC Facility, the Contract Price shall be reduced by an amount of five thousand dollars per annum (\$5,000), calculated on a pro-rata basis where such services are only provided for portion of a year during the Term.

(3) Review of Services and Contract Price

The Shire, acting in good faith, will conduct a review of the scope of the Services to be provided on its behalf by the Contractor, the performance of the Contractor and the amount of the Contract Price six months prior to expiry of the Term (Review).

(4) Payment Schedule

The Shire will pay the amount of \$2,464.68 GST Inc. for the period to 30 June 2026 ('the base amount'); and then an amount 3% greater per annum from July 2026 (\$2,538.62); the monthly difference between the base amount and the increased payment from July 2026 for the period January to June 2026 will be paid as a lump sum, being \$443.64, and be paid in July 2026, in addition to any monthly amount for that month, as per the attached Payment Schedule.

Payment Schedule (refer to Item 6 (4) above).

2026	Monthly Payment Proposed	Monthly Payment Current	Variance	2027	Monthly Payment Proposed
Jan	2,538.62	2,464.68	73.94	Jan	2,538.62
Feb	2,538.62	2,464.68	73.94	Feb	2,538.62
Mar	2,538.62	2,464.68	73.94	Mar	2,538.62
Apr	2,538.62	2,464.68	73.94	Apr	2,538.62
May	2,538.62	2,464.68	73.94	May	2,538.62
June	2,538.62	2,464.68	73.94	June	2,538.62
Jul	2,538.62			Jul	2,538.62
Aug	2,538.62			Aug	2,538.62
Sep	2,538.62			Sep	2,538.62
Oct	2,538.62			Oct	2,538.62
Nov	2,538.62			Nov	2,538.62
Dec	2,538.62			Dec	2,538.62
	30,463.44		443.64		30,463.44

The current monthly payment will be maintained for January to June 2026 for budget purposes. The amount of \$443.64 will be in July 2026 in addition to the monthly payment then due.

Signing Page

EXECUTED by the parties as a Deed on:
The **COMMON SEAL** of the **SHIRE OF**
WYALKATCHEM was hereunto affixed by
authority of a resolution of the Shire in the
presence of:

Chief Executive Officer

(Print full name)

Shire President

(Print full name)

The **COMMON SEAL of WYALKATCHEM**
COMMUNITY
RESOURCE CENTRE INC. ("Contractor") was
hereunto affixed pursuant to the constitution of
the Association in the presence of each of the
undersigned each of who hereby declares by
the execution of this document that he or she
holds the office in the Association indicated
under his or her name:

Accepted for the Community Resource Centre Inc. by:

Signed _____

Title:

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