




Shire of
Narrogin

MEETING

ORDINARY COUNCIL MEETING

27 November 2024

The Chief Executive Officer recommends the endorsement of these minutes at the next Ordinary Meeting of Council.

Signed: 

Date 29 November 2024

These minutes were confirmed at the Ordinary Council Meeting held 29/12/24

Signed: 

Date 11/12/24

(Presiding Person at the meeting at which minutes were confirmed)

Acknowledgement of Noongar People

The Shire of Narrogin acknowledges the Noongar people as traditional custodians of this land and their continuing connection to land and community. We pay our respect to them, to their culture and to their Elders past and present.

Naatj ngiyan Birdiya Gnarojin kep unna nidja Noongar Moort ngaala maya nidja boodjera baarlap djoowak karlerl koolark. Ngalak niny ngullang karnan balang Bibolman baalap borong koora wer boorda.

Electronic copies of minutes and agendas are available
for download from the Shire of Narrogin website www.narrogin.wa.gov.au

Alternative formats are also available upon request, including large print,
electronic format (disk or emailed), audio or Braille



Shire of
Narrogin

Love the life

STRATEGIC COMMUNITY PLAN

SNAPSHOT

2017-27

VISION

To be a leading regional economic driver and a socially interactive and inclusive community.

MISSION

Provide leadership, direction and opportunities for the community.

KEY PRINCIPLES

In achieving the Vision and Mission, we will set achievable goals and work with the community to maintain a reputation of openness, honesty and accountability. In doing so we will:

- Respect the points of view of individuals and groups;
- Build on existing community involvement;
- Encourage community leadership;
- Promote self-reliance and initiative;
- Recognise and celebrate achievement;
- Support the principles of social justice; and
- Acknowledge the value of staff and volunteers.

OUR VALUES

Care with Trust & Teamwork

Caring - We display kindness and concern for one another and our community

Accountability - We accept responsibility for our actions and outcomes

Respect - We treat everyone how we would like to be treated

Excellence - We go the extra mile to deliver outstanding services

Trust - We share without fear of consequences

Team Work - We work together for a common goal

ECONOMIC

Support growth and progress, locally and regionally...

Growth in revenue opportunities

- Attract new industry, business, investment and encourage diversity whilst encouraging growth of local business
- Promote Narrogin and the Region
- Promote Narrogin's health and aged services including aged housing

Increased Tourism

- Promote, develop tourism and maintain local attractions

An effective well maintained transport network

- Maintain and improve road network in line with resource capacity
- Review and implement the Airport Master Plan

Agriculture opportunities maintained and developed

- Support development of agricultural services

SOCIAL

Provide community facilities and promote social interaction...

Provision of youth services

- Develop and implement a youth strategy

Build a healthier and safer community

- Support the provision of community security services and facilities
- Advocate for mental health and social support services
- Continue and improve provision of in-home care services

Existing strong community spirit and pride is fostered, promoted and encouraged

- Develop and activate Sport and Recreation Master Plan
- Engage and support community groups and volunteers
- Facilitate and support community events
- Provide improved community facilities (eg library/recreation)
- Encourage and support continued development of arts and culture

Cultural and heritage diversity is recognised

- Maintain and enhance heritage assets
- Support our Narrogin cultural and indigenous community

A broad range of quality education services and facilities servicing the region

- Advocate for increased education facilities for the region
- Advocate for and support increased education services

ENVIRONMENT

Conserve, protect and enhance our natural and built environment...

A preserved natural environment

- Conserve, enhance, promote and rehabilitate the natural environment

Effective waste services

- Support the provision of waste services

Efficient use of resources

- Increase resource usage efficiency

A well maintained built environment

- Improve and maintain built environment

CIVIC

Continually enhance the Shire's organisational capacity to service the needs of a growing community...

An efficient and effective organisation

- Continually improve operational efficiencies and provide effective services
- Continue to enhance communication and transparency

An employer of choice

- Provide a positive, desirable workplace

DISCLAIMER

Council and Committee agendas, recommendations, minutes, and resolutions are subject to confirmation by the Council or Committee and therefore, prior to relying on them, one should refer to the subsequent meeting of Council or the Committee with respect to their accuracy.

No responsibility whatsoever is implied or accepted by the Shire of Narrogin for any act, omission or statement or intimation occurring during Council/Committee meetings or during formal/informal conversations with staff.

The Shire of Narrogin disclaims any liability for any loss whatsoever and howsoever caused arising out of reliance by any person or legal entity on any such act, omission or statement or intimation occurring during Council/Committee meetings or discussions. Any person or legal entity who acts or fails to act in reliance upon any statement does so at that person's or legal entity's own risk.

In particular and without derogating in any way from the broad disclaimer above, in any discussion regarding any planning application or application for a license, any statement or limitation or approval made by a member or officer of the Shire of Narrogin during the course of any meeting is not intended to be and is not taken as notice of approval from the Shire of Narrogin. The Shire of Narrogin warns that anyone who has an application lodged with the Shire of Narrogin must obtain and should only rely on WRITTEN CONFIRMATION of the outcome of the application, and any conditions attached to the decision made by the Shire of Narrogin in respect of the application.

Please note that meetings may be audio recorded for minute taking purposes and if applicable, in compliance with legislation.

CONTENTS

Agenda Item	Page
1. OFFICIAL OPENING/ANNOUNCEMENT OF VISITORS	7
2. RECORD OF ATTENDANCE/APOLOGIES/APPROVED LEAVE OF ABSENCE	7
3. DECLARATIONS OF INTEREST BY ELECTED MEMBERS AND COUNCIL EMPLOYEES IN MATTERS INCLUDED IN THE MEETING AGENDA	8
4. RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE	8
5. PUBLIC QUESTION TIME	8
6. APPLICATIONS FOR LEAVE OF ABSENCE	9
7. CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS	10
8. ANNOUNCEMENTS BY THE PERSON PRESIDING WITHOUT DISCUSSION	10
9. PETITIONS, DEPUTATIONS, PRESENTATIONS OR SUBMISSIONS	10
10. MATTERS WHICH REQUIRE DECISIONS	11
10.1 DEVELOPMENT AND REGULATORY SERVICES	11
10.2 TECHNICAL AND RURAL SERVICES	12
10.3 CORPORATE AND COMMUNITY SERVICES	13
10.3.1 SCHEDULE OF ACCOUNTS PAID – SEPTEMBER 2024	13
10.3.2 SCHEDULE OF ACCOUNTS PAID – OCTOBER 2024	42
10.3.3 MONTHLY FINANCIAL REPORTS – SEPTEMBER 2024	76
10.3.4 MONTHLY FINANCIAL REPORTS – OCTOBER 2024	90
10.3.5 ADOPTION OF THE NARROGIN-WILLIAMS RAIL TRAIL FEASIBILITY STUDY	106
10.3.6 SPONSORSHIP SUPPORT FOR NARROGIN JETSPRINT CLUB INC EVENT	249
10.4 OFFICE OF THE CHIEF EXECUTIVE OFFICER	259
10.4.1 ST JOHN AMBULANCE AUSTRALIA (WA) LTD - REQUEST FOR SUBLETTING OF PORTION OF RESERVE 47304 GORDON STREET, NARROGIN	259
10.4.2 APPLICATION FOR LEASE RENEWAL – DANDALOO PARK, PORTIONS OF RESERVE 25963	283
10.4.3 REQUEST FOR NEW LEASE FOR NARROGIN CLAY TARGET CLUB INC	325
10.4.4 REQUEST FOR NEW LEASE FOR NARROGIN SPEEDWAY CLUB INC	384
10.4.5 BUDGET REVIEW 2024/25	444
10.4.6 AMENDMENT OF COUNCIL POLICY 1.14 COMMUNITY ENGAGEMENT POLICY	451
10.4.7 CITIZEN OF THE YEAR AWARD NOMINATIONS	463

11. ELECTED MEMBERS' MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN	467
12. NEW BUSINESS OF AN URGENT NATURE APPROVED BY THE PERSON PRESIDING OR BY DECISION OF THE MEETING	467
13. CLOSURE OF MEETING	467

ORDINARY COUNCIL MEETING 27 NOVEMBER 2024

1. OFFICIAL OPENING/ANNOUNCEMENT OF VISITORS

The Presiding Member, President Ballard, declared the meeting open at 7:06 pm.

2. RECORD OF ATTENDANCE/APOLOGIES/APPROVED LEAVE OF ABSENCE

Elected Members (Voting)

Mr L Ballard – Shire President (Presiding Member)

Cr G Broad – Deputy Shire President

Cr M Fisher

Cr C Bartron

Cr J Pomykala

Cr R McNab

Cr T Wiese

Staff

Mr D Stewart – Chief Executive Officer

Mr A Awang – Executive Manager Development & Regulatory Services

Mr T Evans – Executive Manager Technical & Rural Services

Mrs L Webb – Executive Support Coordinator

Leave of Absence

Nil

Apologies

Nil

Absent

Nil

Visitors

3 (Three)

3. DECLARATIONS OF INTEREST BY ELECTED MEMBERS AND COUNCIL EMPLOYEES IN MATTERS INCLUDED IN THE MEETING AGENDA

Name	Item No	Interest	Nature
Cr McNab	10.3.5	Proximity	Adjoining Landowner Lease of the rail track
President Ballard	10.3.5	Proximity	Adjoining Landowner
Cr McNab	10.3.6	Impartiality	Sponsor of Narrogin Jetsprint
President Ballard	10.4.2	Impartiality	Sponsor of Narrogin Dirt Bike Association
Cr McNab	10.4.4	Impartiality	Major Sponsor of Narrogin Speedway
President Ballard	10.4.4	Impartiality	Sponsor of Narrogin Speedway

4. RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE

Nil

5. PUBLIC QUESTION TIME

5.1 Brian Seale

Submitted the following questions prior to the November Ordinary Council Meeting:

“Question 1.

Was the environmental contamination report provided to the shire for 28 Havelock St, as to asbestos contamination provided prior to the asbestos roof being removed, or after removal.??”

Response:

The Chief Executive Officer responded that the Shire understands that the asbestos roof removal work proceeded through a registered contractor. However, this occurred despite prior advice from the Shire’s Manager of Environmental Health, which recommended conducting a thorough asbestos assessment of the site through a qualified and experienced consultant before commencing any work, including material removal.

To date, the Shire has not received an Environmental Contamination Report addressing asbestos contamination for 28 Havelock Street. Therefore, no such report was provided prior to the removal of the asbestos roof. The Shire continues to expect the applicant to submit a report and the Asbestos Management Plan to address these concerns comprehensively and meet all regulatory requirements.

“Question 2.

Whilst the CEO recently advised the (former) Horden Hotel had not been sold, as rumoured, I enquire as to the status of the development of the “Dome Facility” planned for that site.?”

Response:

The Chief Executive Officer responded that to date that the Shire had still not received any application for development however in contact with owner.

“Question 3.

As a number of people have enquired as to the development of the “Wind Farm” project in the Narrogin region, I enquire as to the status of this project.?”

Response:

The Chief Executive Officer responded that the Shire acknowledges the community’s interest in the development of the proposed Wind Farm project in the Narrogin region.

To date, Shire has been advised that the State Development Assessment Unit (SDAU) has received a written pre-lodgement request for preliminary comments. The SDAU process is managed by the Western Australian Planning Commission (WAPC) to assess significant development proposals of state or regional importance.

The Shire will continue to engage with the SDAU process and provide input on matters relevant to the local community, including environmental, social, and economic considerations. Updates regarding the project will be shared as they become available through public notifications or Council communications.

6. APPLICATIONS FOR LEAVE OF ABSENCE

The next Council Meeting is scheduled for 11 December 2024.

OFFICER’S RECOMMENDATION & COUNCIL RESOLUTION 271124.01

Moved: Cr Bartron

Seconded: Cr Wiese

That Council resolves to approve the request from Cr Pomykala for a leave of absence from the Ordinary Council Meeting scheduled for 11 December 2024.

CARRIED 7/0

For: President Ballard, Cr Broad, Cr Fisher, Cr Bartron, Cr Pomyhala, Cr Wiese, Cr McNab

Against: Nil

7. CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS

7.1 Ordinary Council Meeting

OFFICER'S RECOMMENDATION & COUNCIL RESOLUTION 271124.02

Moved: Cr Pomykala

Seconded: Cr Broad

That the minutes of the Ordinary Council Meeting held on 23 October 2024 be confirmed as an accurate record of the proceedings.

CARRIED 7/0

For: President Ballard, Cr Broad, Cr Fisher, Cr Bartron, Cr Pomykala, Cr Wiese, Cr McNab

Against: Nil

8. ANNOUNCEMENTS BY THE PERSON PRESIDING WITHOUT DISCUSSION

Nil

9. PETITIONS, DEPUTATIONS, PRESENTATIONS OR SUBMISSIONS

Nil

10. MATTERS WHICH REQUIRE DECISIONS

10.1 DEVELOPMENT AND REGULATORY SERVICES

Nil

10.2 TECHNICAL AND RURAL SERVICES

Nil

10.3 CORPORATE AND COMMUNITY SERVICES

10.3.1 SCHEDULE OF ACCOUNTS PAID – SEPTEMBER 2024

File Reference	12.1.1
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interest that requires disclosure.
Applicant	Nil
Previous Item Numbers	Nil
Date	18 November 2024
Author	Therese Walker - Manager Corporate Services
Authorising Officer	Dale Stewart - Chief Executive Officer
Attachments 1. Schedule of Accounts Paid – September 2024	

Summary

The Council is requested to note the payments as presented in the Schedule of Accounts Paid for September 2024.

Background

Pursuant to the Local Government Act 1995, Section 6.8 (2)(b), where expenditure has been incurred by a local government, it is to be reported to the next Ordinary Meeting of Council.

Consultation

Consultation has been undertaken with the Chief Executive Officer and Finance Officer - Creditors.

Statutory Environment

Local Government Act 1995, Section 6.8 (2)(b) and Local Government (Financial Management) Regulations 1996, clause 13 relates.

Policy Implications

The Council's Policy Manual contains no policies that relate and nor are there any proposed.

Sustainability & Climate Change Implications

Environmental – There are no known environmental implications.

Economic – There are no known economic implications.

Social – There are no known social implications.

Financial Implications

All expenditure has been approved via adoption of the 2024/25 Annual Budget or resulting from a Council resolution.

Strategic Implications

Shire of Narrogin Strategic Community Plan 2017-2027:	
Objective	4. Civic Leadership Objective (Continually enhance the Shire's organisational capacity to service the needs of a growing community)
Objective	4.1 An efficient and effective organisation

Risk Implications

Risk	Risk Likelihood	Risk Impact / Consequence	Risk Rating	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
Failure to present a detailed listing of payments in the prescribed form would result in non-compliance with the Local Government (Financial Management) Regulations 1996, clause 13, which may result in a qualified audit	Rare (1)	Minor (2)	Low (1-4)	Compliance Requirements	Accept Officer Recommendation

Risk Matrix

Consequence		Insignificant	Minor	Moderate	Major	Catastrophic
Likelihood		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives; work health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating of two (2) has been determined for this item. Any items with a risk rating of 10 or greater (considered to be high or extreme risk) will be added to the Risk Register, and any item with a risk rating of 16 or greater will require a specific risk treatment plan to be developed.

Comment/Conclusion

The Schedule of Accounts Paid for September 2024 is presented to the Council for notation.
Below is a summary of activity:

As at 30 September 2024 Payments		
Payment Type	\$	%
Cheque	360.00	0.02
EFT (Incl. Payroll)	1,365,092.61	75.39
Direct Debit	431,889.56	23.85
Credit Card	6,472.48	0.36
Fuel Card	6,215.67	0.34
Store Cards	709.96	0.04
Total Payments	1,810,740.28	100.00

Regional	\$	%
Non	1,415,578.59	78.18
Local Suppliers	36,291.71	2.00
Payroll	358,869.98	19.82
Total	1,810,740.28	100.00

Voting Requirements

Simple Majority

OFFICERS' RECOMMENDATION & COUNCIL RESOLUTION 271124.03

Moved: Cr Fisher

Seconded: Cr Wiese

That with respect to the Schedule of Accounts Paid for September 2024, Council note the Reports as presented.

CARRIED 7/0

For: President Ballard, Cr Broad, Cr Fisher, Cr Bartron, Cr Pomykala, Cr Wiese, Cr McNab

Against: Nil

Accounts Paid - September

Cheque Payments

		Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
1	760	13/09/2024	Shire Of Narrogin - Petty Cash-admin			360.00		R
2	INV CATS-AUG24	30/08/2024	Shire Of Narrogin - Petty Cash-admin	AGEDOTHER - CATS DRIVER MEALS - Drivers Lunch August 2024	360.00			
Cheque Total					360.00			

EFT Payments

		Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
4	EFT23882	02/09/2024	Department Of Human Services			779.48		
5	INV 78	14/08/2024	Department Of Human Services	Payroll Deductions/Contributions	389.74			
6	INV 80	28/08/2024	Department Of Human Services	Payroll Deductions/Contributions	389.74			
7	EFT23883	02/09/2024	Australian Services Union Western Australian Branc			53.00		
8	INV 78	14/08/2024	Australian Services Union Western Australian Branc	Payroll Deductions/Contributions	26.50			
9	INV 80	28/08/2024	Australian Services Union Western Australian Branc	Payroll Deductions/Contributions	26.50			
10	EFT23884	05/09/2024	Synergy			4,493.16		
11	INV 2038196274	13/08/2024	Synergy	LYDEKER DEPOT BUILDING OPERATIONS - Electricity Charges 13/06/2024 - 17/08/2024	1,613.74			
12	INV 2054184680	14/08/2024	Synergy	SUNDRY DRY PARKS/RESERVES MAINTENANCE/OPERATIONS - Electricity Charges 14/06/2024 - 13/08/2024	122.46			
13	INV 2038197099	14/08/2024	Synergy	MEMORIAL PARK MAINTENANCE/OPERATIONS - Electricity Charges 13/06/2024 - 12/08/2024	185.19			
14	INV 2050199914	15/08/2024	Synergy	SUNDRY DRY PARKS/RESERVES MAINTENANCE/OPERATIONS - Electricity Charges 14/06/2024 - 13/08/2024	122.46			
15	INV 2058190509	16/08/2024	Synergy	BMX PARK - Electricity Charges 18/06/2024 - 14/08/2024	116.60			
16	INV 2090157848	19/08/2024	Synergy	MICHAEL BROWN PARK BUILDINGS OPERATIONS - Electricity Charges 19/06/2024 - 15/08/224	116.63			
17	INV 2022215864	19/08/2024	Synergy	30 GRAY ST BUILDING OPERATIONS - Electricity Charges 20/06/2024 - 16/08/2024	150.06			
18	INV 2010220273	20/08/2024	Synergy	GNARQJIN PARK MAINTENANCE/OPERATIONS - Electricity Charges 21/06/2024 - 19/08/2024	235.87			
19	INV 2034213150	20/08/2024	Synergy	MACKIE PARK MAINTENANCE/OPERATIONS - Electricity Charges 21/06/2024 - 19/08/2024	387.86			
20	INV 2062183771	20/08/2024	Synergy	43 FEDERAL STREET (CSBP) BUILDING OPERATIONS - Electricity Charges 21/06/2024 - 19/08/2024	359.60			
21	INV 2074181970	21/08/2024	Synergy	THOMAS HOGG OVAL BUILDINGS OPERATIONS - Electricity Charges 20/06/2024 - 19/08/2024	1,082.69			
22	EFT23885	05/09/2024	Great Southern Fuels			41.25	L	
23	INV 15013016	27/06/2024	Great Southern Fuels	POC - FUELS AND OILS - Distributor Card x15	41.25			
24	EFT23886	05/09/2024	Water Corporation			1,684.96		
25	INV 9007721602	05/06/2024	Water Corporation	NRLC GROUNDS MAINTENANCE - Water Charges 08/04/2024 - 04/06/2024	1,459.16			

		Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
26		INV 900725558	12/08/2024	Water Corporation	GNAROJIN PARK MAINTENANCE/OPERATIONS - Water Charges 06/06/2024 - 09/08/2024	225.80		
27		EFT23887	05/09/2024	Susan Farrell		200.00	L	
28		INV 059	14/06/2024	Susan Farrell	MEMBERS - CIVIC FUNCTIONS, REFRESHMENTS & RECEPTIONS - Washing of Tea towels / Tablecloths - May 2024	100.00		
29		INV 060	14/07/2024	Susan Farrell	MEMBERS - CIVIC FUNCTIONS, REFRESHMENTS & RECEPTIONS - Washing of Tea Towels / Tablecloths - June 2024	100.00		
30		EFT23888	05/09/2024	Narrogin Bearing Service		44.40	L	
31		INV IN220183	20/08/2024	Narrogin Bearing Service	NO4871 2014 JOHN DEERE 670G GRADER w/ TOP CON - Supply 2x Air Line Fittings	44.40		
32		EFT23889	05/09/2024	RJ Smith Engineering		1,034.00	L	
33		INV DI19146	21/08/2024	RJ Smith Engineering	NO084 KOMATSU WA380-6 WHEEL LOADER - Repair Tree Grabs & Skid Pads	1,034.00		
34		EFT23890	05/09/2024	PFD Food Services Pty Ltd		208.28		
35		INV LK254346	24/01/2024	PFD Food Services Pty Ltd	NRLC - GENERAL KIOSK SUPPLIES - Kiosk Stock - Credit Note	62.37		
36		INV LM687277	22/08/2024	PFD Food Services Pty Ltd	NRLC - GENERAL KIOSK SUPPLIES - Kiosk Stock	270.65		R
37		EFT23891	05/09/2024	Octave Holdings Pty Ltd T/as Narrogin Toyota, Mazda & Ford		65,828.30		
38		INV PI23063180	05/06/2024	Octave Holdings Pty Ltd T/as Narrogin Toyota, Mazda & Ford	VARIOUS VEHICLES - Blower & Filters For Vehicles	711.37		
39		INV JC24043776	21/08/2024	Octave Holdings Pty Ltd T/as Narrogin Toyota, Mazda & Ford	NO01 TOYOTA HILUX 4X4 2.8L DSL D/C - Service Vehicle	362.78		
40		INV RI21100776	22/08/2024	Octave Holdings Pty Ltd T/as Narrogin Toyota, Mazda & Ford	MAINTENANCE FOREMAN 4X4 VEHICLE - Purchase New SR Hilux	21,238.43		
41		INV RI21100777	22/08/2024	Octave Holdings Pty Ltd T/as Narrogin Toyota, Mazda & Ford	CONSTRUCTION FOREMAN 4X4 VEHICLE - Purchase new SR Hilux	22,738.43		
42		INV RI21100775	22/08/2024	Octave Holdings Pty Ltd T/as Narrogin Toyota, Mazda & Ford	NO01 MO VEHICLE - Purchase New SR5 Hilux	20,777.29		
43		EFT23892	05/09/2024	Air Response		1,693.18	L	
44		INV 157960A	21/08/2024	Air Response	NRLC - GENERAL AREA MAINTENANCE - Replace Outdoor PC Board	1,693.18		
45		EFT23893	05/09/2024	LGISWA		260,850.70		
46		INV 100-158048-01	05/07/2024	LGISWA	VARIOUS DEPARTMENTS - Insurance Schedule 25/25	260,850.70		
47		EFT23894	05/09/2024	Melchiorre Plumbing & Gas		362.45	L	
48		INV 4512MPG	15/06/2024	Melchiorre Plumbing & Gas	RAILWAY STATION BUILDING MAINTENANCE - Replacement Valve	362.45		
49		EFT23895	05/09/2024	LGIS (Entity Name: JLT Risk Solutions Pty Ltd)		330.00		
50		INV 062-216344	28/06/2024	LGIS (Entity Name: JLT Risk Solutions Pty Ltd)	PWO - INSURANCES (EXCEPT WORKERS COMP) - Marine Cargo Renewal 2024/25	330.00		
51		EFT23896	05/09/2024	Narrogin Pumps Solar And Spraying		24.64	L	
52		INV 00059519	25/07/2024	Narrogin Pumps Solar And Spraying	STREET SWEEPING - Cam Lock Seal	24.64		
53		EFT23897	05/09/2024	Lotex Filter Cleaning Service		571.89		
54		INV 00010428	21/03/2024	Lotex Filter Cleaning Service	POC - Parts & Repairs - Filter Cleaning	388.42		

		Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
55	INV 00010628	13/06/2024	Lotex Filter Cleaning Service	POC - Parts & Repairs GEN - Filter Cleaning	183.47			
56	EFT23898	05/09/2024	Truck Centre (WA) Pty Ltd			2,769.97		
57	INV 1794298-000001	20/08/2024	Truck Centre (WA) Pty Ltd	NO1 2018 NISSAN UD TIP TRUCK - Supply Seat Suspension Kit & Freight	2,296.95			
58	INV 1795010-000001	21/08/2024	Truck Centre (WA) Pty Ltd	NO1 2018 NISSAN UD TIP TRUCK - Supply Filter & Air Filter	473.02			
59	EFT23899	05/09/2024	Aquatic Services WA Pty Ltd			7,893.00		
60	INV AS#20174646	13/08/2024	Aquatic Services WA Pty Ltd	NRLC - CHEMICALS - 75 Calcium Hypochlorite 10kg Tubs	5,995.00			
61	INV AS#20174647	13/08/2024	Aquatic Services WA Pty Ltd	NRLC - EQUIPMENT HIRE & PURCHASE - Supply x2 Wonderbrush Rollers	320.32			
62	INV AS#20174645	13/08/2024	Aquatic Services WA Pty Ltd	NRLC - EQUIPMENT HIRE & PURCHASE - Supply & Install Inlet Isolation Valve for Heat Exchanger	1,577.68			
63	EFT23900	05/09/2024	The White Family Trust T/a Narrogin Valley Stockfeed			135.00	L	
64	INV NVS135815	13/05/2024	The White Family Trust T/a Narrogin Valley Stockfeed	LIONS PARK UPGRADE INCLUDING DISABILITY FRIENDLY SWING - Reed Woodchips For Gardens	135.00			
65	EFT23901	05/09/2024	BMR Mechanical Pty Ltd			1,798.94		
66	INV INV-3043	14/08/2024	BMR Mechanical Pty Ltd	NGN830 2017 FUSO FIGHTER 8T TIP TRUCK - Repairs & Part Replacement	1,798.94			
67	EFT23902	05/09/2024	Elders Real Estate Pty Ltd			640.00	L	
68	INV EMDRSRENTADV	05/09/2024	Elders Real Estate Pty Ltd	EMDRS STAFF HOUSING RENTAL PROPERTY EXPENSES - Two Weeks Advanced Rent	640.00			
69	EFT23903	05/09/2024	Voxson			5,491.20		
70	INV 00114458	23/08/2024	Voxson	ACQUISITION OF SPEED SIGNS - Supply and Deliver 4 of Solar Radar Speed Signs and 4 Poles	5,491.20			
71	EFT23904	05/09/2024	Team Global Express Pty Ltd			207.19		
72	INV 0638-T740710	18/08/2024	Team Global Express Pty Ltd	VARIOUS DEPARTMENTS - Freight Charges	207.19			
73	EFT23905	05/09/2024	Coca Cola Euro Pacific			62.37		R
74	INV LK242149	24/01/2024	Coca Cola Euro Pacific	NRLC - GENERAL KIOSK SUPPLIES - Kiosk StockAdjustment Note	62.37			
75	INV 0234677202	14/08/2024	Coca Cola Euro Pacific	NRLC - GENERAL KIOSK SUPPLIES - Kiosk Stock - Short Payment	62.37			
76	EFT23906	05/09/2024	Rider Levett Bucknall WA Pty Ltd			12,650.00		
77	INV 0025557	31/01/2024	Rider Levett Bucknall WA Pty Ltd	NRLC UPGRADE WORKS - Design Scope and Report	12,650.00			
78	EFT23907	05/09/2024	Officeworks Ltd			110.79		
79	INV 616053751	20/08/2024	Officeworks Ltd	NRLC - CLEANING & WASTE DISPOSAL - Cleaning Supplies	110.79			
80	EFT23908	05/09/2024	Caterina Ranieri			338.37		
81	INV 27082024	27/08/2024	Caterina Ranieri	NRLC - TRAINING & DEVELOPMENT - Aquatic Conference	338.37			
82	EFT23909	05/09/2024	Waterlogic Australia Pty Ltd			128.02		
83	INV CD-3825138	01/07/2024	Waterlogic Australia Pty Ltd	NRLC - LICENCES & SUBSCRIPTIONS - Water Cooler	64.01			

		Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
84	INV CD-3846407	01/08/2024	Waterlogic Australia Pty Ltd	NRLC - LICENCES & SUBSCRIPTIONS GEN- Water Cooler	64.01			
85	EFT23910	05/09/2024	NER Finance			270.41		
86	INV NA00201945	20/08/2024	NER Finance	NRLC - EQUIPMENT HIRE & PURCHASE - Monthly Printer Rental - September 2024	270.41			
87	EFT23911	12/09/2024	Department Of Human Services			389.74		
88	INV 81	11/09/2024	Department Of Human Services	Payroll Deductions/Contributions	389.74			
89	EFT23912	12/09/2024	Easifleet			3,764.70		
90	INV 11/09/2024	11/09/2024	Easifleet	NOVATED LEASE - VARIOUS EMPLOYEES - PPE 11/09/2024	3,764.70			
91	EFT23913	12/09/2024	Australian Services Union Western Australian Branc			26.50		
92	INV 81	11/09/2024	Australian Services Union Western Australian Branc	Payroll Deductions/Contributions	26.50			
93	EFT23914	13/09/2024	Best Office Systems			1,748.12	L	
94	INV 635685	27/08/2024	Best Office Systems	VARIOUS DEPARTMENTS - Printing Charges August 2024	1,748.12			
95	EFT23915	13/09/2024	Synergy			29,753.51		
96	INV 2058188245	14/08/2024	Synergy	CARAVAN PARK GENERAL MAINTENANCE/OPERATIONS - Electricity Charges 10/07/24 - 13/08/24	3,838.29			
97	INV 2058192165	19/08/2024	Synergy	48A GRANT ST - OPERATIONS - Electricity Charges 20/06/24 - 16/08/24	480.45			
98	INV 2002263844	19/08/2024	Synergy	NRLC - UTILITY - ELECTRICITY - Electricity Charges 10/07/24 - 13/08/24	24,115.47			
99	INV 2046201620	22/08/2024	Synergy	COMMUNITY GARDEN MAINTENANCE/OPERATIONS - 21/06/24 - 20/08/24	186.41			
100	INV 2038204047	22/08/2024	Synergy	ROADM - STREET LIGHTING MAINTENANCE/OPERATIONS - Electricity Charges 21/06/24 - 21/08/24	743.31			
101	INV 2050206438	22/08/2024	Synergy	FAIRWAY DEPOT BUILDING OPERATIONS - Electricity Charges 21/06/24 - 21/08/24	135.80			
102	INV 2030210542	27/08/2024	Synergy	HIGHBURY HALL BUILDING OPERATIONS - Electricity Charges 26/06/2024 - 26/08/2024	253.78			
103	EFT23916	13/09/2024	Narrogin Packaging			593.50	L	PF
104	INV 00081360	05/07/2023	Narrogin Packaging	CHCP - GENERAL OFFICE EXPENSES - Biozyme Detergent	185.55			
105	INV 00089434	20/08/2024	Narrogin Packaging	LYDEKER DEPOT BUILDING MAINTENANCE - 750mm x 1 Rizer	10.40			
106	INV 00089582	28/08/2024	Narrogin Packaging	MEMBERS - CIVIC FUNCTIONS, REFRESHMENTS & RECEPTIONS - Sundry Consumables	397.55			
107	EFT23917	13/09/2024	Australia Post			3,128.26		
108	INV 1013476654	03/09/2024	Australia Post	VARIOUS DEPARTMENTS - Postage Charges August 2024	3,128.26			
109	EFT23918	13/09/2024	Water Corporation			5,832.39		
110	INV 9007708352	05/08/2024	Water Corporation	EMTRS STAFF HOUSING RENTAL PROPERTY EXPENSES - Water Charges 28/05/24 -01/08/24	11.72			
111	INV 9007714162	05/08/2024	Water Corporation	MUSEUM BUILDING OPERATIONS - Water Charges 29/05/24 - 02/08/24	185.44			
112	INV 9007715114	05/08/2024	Water Corporation	SMITH ST PUBLIC TOILETS OPERATIONS - Water Charges 29/05/24 - 02/08/24	253.45			

		Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
113	INV 9007713231	05/08/2024	Water Corporation	TOWN HALL BUILDING OPERATIONS - Water Charges 29/05/24 - 02/08/24	664.65			
114	INV 9007713397	05/08/2024	Water Corporation	ADMIN OFFICE BUILDING OPERATIONS - Water Charges 29/05/24 -02/08/24	838.95			
115	INV 9007713442	05/08/2024	Water Corporation	SENIOR CITIZEN CENTRE BUILDING OPERATING EXPENSES - Water Charges 29/05/24 - 02/08/24	243.67			
116	INV 9007713119	05/08/2024	Water Corporation	RAILWAY INSTITUTE HALL & OFFICE BUILDING OPERATIONS - Water Charges 29/05/24 - 02/08/24	206.26			
117	INV 9007713987	05/08/2024	Water Corporation	43 FEDERAL STREET (CSBP) BUILDING OPERATIONS - Water Charges 29/05/24 - 08/08/24	89.99			
118	INV 9007721573	07/08/2024	Water Corporation	MAY ST PUBLIC TOILETS OPERATIONS - Water Charges 04/06/24 - 06/08/24	197.39			
119	INV 9007721629	07/08/2024	Water Corporation	SHOWGROUNDS - Water Charges 04/06/24 - 06/08/24	1,812.84			
120	INV 9007716037	07/08/2024	Water Corporation	13 HOUGH ST - OPERATIONS - Water Charges 30/05/24 - 06/08/24	285.99			
121	INV 9007721653	07/08/2024	Water Corporation	CROQUET CLUBROOMS BUILDING OPERATIONS - Water Charges 04/06/24 - 06/08/24	151.26			
122	INV 9013776554	16/08/2024	Water Corporation	HIGHBURY PUBLIC TOILETS OPERATIONS - Water Charges 11/06/24 - 15/08/24	74.54			
123	INV 9007713979	03/09/2024	Water Corporation	39 FEDERAL ST BUILDING OPERATIONS - Water Charges 01/09/2024 - 31/10/2024	244.53			
124	INV 9007713995	03/09/2024	Water Corporation	CAFE - 45 FEDERAL ST BUILDING OPERATIONS - Water Charges 01/09/2024 - 31/10/2024	327.18			

		Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
125	INV 9007713223	03/09/2024	Water Corporation	TOWN HALL BUILDING OPERATIONS - Water Charges 01/09/2024 - 31/10/2024	244.53			
126	EFT23919	13/09/2024	Narrogin Carpets & Curtains			836.00		
127	INV B011531	03/08/2024	Narrogin Carpets & Curtains	CHCP - CLIENT PURCHASES - Supply & Install Mattek Ultragrip Matting	836.00			
128	EFT23920	13/09/2024	Makit Narrogin Hardware			1,336.65	L	
129	INV 115938	02/05/2024	Makit Narrogin Hardware	VARIOUS DEPARTMENTS - Maintenance Supplies	62.90			
130	INV 115926	02/05/2024	Makit Narrogin Hardware	VARIOUS DEPARTMENTS - Maintenance Supplies	458.85			
131	INV 115959	22/05/2024	Makit Narrogin Hardware	VARIOUS DEPARTMENTS - Maintenance Supplies	429.10			
132	INV 115971	29/05/2024	Makit Narrogin Hardware	VARIOUS DEPARTMENTS - Maintenance Supplies	385.80			
133	EFT23921	13/09/2024	Hancocks Home Hardware			32.46	L	PF
134	INV 487787	27/08/2024	Hancocks Home Hardware	NRLC - EQUIPMENT HIRE & PURCHASE GEN - Screwdrivers	14.66			
135	INV 489271	10/09/2024	Hancocks Home Hardware	NRLC - GENERAL EXPENSES - Tap Adaptor	17.80			
136	EFT23922	13/09/2024	Landgate			88.36		
137	INV 396503	28/08/2024	Landgate	PLAN - TITLE/COMPANY SEARCHES - Gross Rental Valuation	25.16			
138	INV 1409474	02/09/2024	Landgate	PLAN - TITLE/COMPANY SEARCHES - Copy of Certificate of Title	63.20			
139	EFT23923	13/09/2024	WALGA Western Australian Local Government Association			880.00		
140	INV 27277	30/08/2024	WALGA Western Australian Local Government Association	MEMBERS - MEMBERS CONFERENCE/TRAINING EXPENSES - Module Serving on Council	880.00			
141	EFT23924	13/09/2024	Arts Narrogin Incorporated			34,650.00		
142	INV INV-2224	27/08/2024	Arts Narrogin Incorporated	OTHCUL - ARTS NARROGIN - Support for Art & Cultural Activities 2024/25	34,650.00			
143	EFT23925	13/09/2024	Narrogin Meals On Wheels			420.00	L	F
144	INV SEPT-2014	02/09/2024	Narrogin Meals On Wheels	CHSP MEALS ON WHEELS COMMITTEE - Meal Delivery August 2024	420.00			
145	EFT23926	13/09/2024	It Vision			554.40		
146	INV INITV41540	26/08/2024	It Vision	RATES - ADMINISTRATION ALLOCATED - Reversal of Journal Error Back End Issue	554.40			
147	EFT23927	13/09/2024	Narrogin Liquor Barons			131.98	L	
148	INV 00066368	21/08/2024	Narrogin Liquor Barons	MEMBERS - CIVIC FUNCTIONS AND RECEPTIONS - Council Meeting	131.98			
149	EFT23928	13/09/2024	Narrogin Betta Home Living			834.00	L	F
150	INV 25710094436	13/08/2024	Narrogin Betta Home Living	CHCP - CLIENT PURCHASES - Mattress	834.00			
151	EFT23929	13/09/2024	Allans Bobcat And Truck Hire			440.00	L	R
152	INV 00001741	28/07/2024	Allans Bobcat And Truck Hire	CEMETERY GRAVE DIGGING - Dig Grave 28/07/2024	440.00			
153	EFT23930	13/09/2024	PFD Food Services Pty Ltd			772.30		R

		Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
154	INV LM800882	03/09/2024	PFD Food Services Pty Ltd	NRLC - GENERAL KIOSK SUPPLIES GEN - Kiosk Stock	427.50			
155	INV LM869447	10/09/2024	PFD Food Services Pty Ltd	NRLC - GENERAL KIOSK SUPPLIES GEN - Kiosk Stock	344.80			
156	EFT23931	13/09/2024	Wa Country Health Service			2,912.80		F
157	INV 654581	26/08/2024	Wa Country Health Service	CHSP SOCIAL SUPPORT GROUP OTHER EXPENSES - July Cottage Meals & Desert	2,912.80			
158	EFT23932	13/09/2024	Narrogin Gasworx			216.00	L	F
159	INV 79610	27/08/2024	Narrogin Gasworx	CHCP - Client Purchases GEN - Lift Chair Petite Studio Fog , Cover & Shower Chair	3,605.00			
160	INV 79686	28/08/2024	Narrogin Gasworx	CHCP - CLIENT PURCHASES - Shower Mat	176.00			
161	EFT23933	13/09/2024	Local Government Professionals Australia WA			560.00		
162	INV 34091	01/07/2024	Local Government Professionals Australia WA	PLAN - SUBSCRIPTION & MEMBERSHIPS - 2024/25 Full Membership	560.00			
163	EFT23934	13/09/2024	Farmers Centre (Narrogin) Pty Ltd			1,087.77	L	
164	INV 92953	23/08/2024	Farmers Centre (Narrogin) Pty Ltd	2019 JCB 5CX BACKHOE LOADER - Supply 24x Wear Pads For JCB Stabilizing Legs	495.35			
165	INV 92986	27/08/2024	Farmers Centre (Narrogin) Pty Ltd	N0084 KOMATSU WA380-6 WHEEL LOADER - Supply 2x Female Coupling , 2x Male Nipples	326.04			
166	INV 92990	28/08/2024	Farmers Centre (Narrogin) Pty Ltd	2019 JCB 5CX BACKHOE LOADER - Supply 4x Adjuster Assy For Stabilizing Legs	266.38			
167	EFT23935	13/09/2024	Nicholls Bus & Coach Service			251.55		
168	INV 00004403	30/08/2024	Nicholls Bus & Coach Service	990NGN 2015 MITSUBISHI FUSO ROSA - Annual Inspection 2024/25	251.55			
169	EFT23936	13/09/2024	Narrogin Chamber Of Commerce			30.00	L	
170	INV INV-0283	20/08/2024	Narrogin Chamber Of Commerce	TOUR - PUBLIC RELATIONS & AREA PROMOTION - Purchase 1 x \$30.00 Gift Voucher	30.00			
171	EFT23937	13/09/2024	Animal Care Equipment & Services (Australia) P/I			581.12		

		Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
172	INV 00039622	06/08/2024	Animal Care Equipment & Services (Australia) P/l	ANIMAL - EXPENSED MINOR ASSET PURCHASES - Animal Care Supplies	581.12			
173	EFT23938	13/09/2024	Department of Mines, Industry Regulation and Safety			126.00		
174	INV 04092024	04/09/2024	Department of Mines, Industry Regulation and Safety	BSL LEVY - PAYMENTS - Payment of BSL August 2024	126.00			
175	EFT23939	13/09/2024	West Australian Newspapers Limited			660.00		
176	INV 1056203120240817	17/08/2024	West Australian Newspapers Limited	MEMBERS - ADVERTISING & PROMOTIONS - Narrogin Narrative September 2024	660.00			
177	EFT23940	13/09/2024	Cemeteries & Crematoria Association Of Western Australia			130.00		
178	INV 1705	06/08/2024	Cemeteries & Crematoria Association Of Western Australia	ADMIN - SUBSCRIPTIONS AND MEMBERSHIPS - CCAWA Annual Membership 2024/25	130.00			
179	EFT23941	13/09/2024	Independence Australia Group			1,397.30		F
180	INV 82382303.01	29/08/2024	Independence Australia Group	CHCP - CLIENT PURCHASES - Continence Products	540.60			
181	INV 82384147.01	30/08/2024	Independence Australia Group	CHCP - CLIENT PURCHASES - Continence Products	567.50			
182	INV 82390261.01	04/09/2024	Independence Australia Group	CHCP - CLIENT PURCHASES - Continence Aids	289.20			
183	EFT23942	13/09/2024	O'Rourke Electric Services			779.90		
184	INV INV-2825	20/08/2024	O'Rourke Electric Services	GNARQJIN PARK PUBLIC TOILETS MAINTENANCE - Replace 3 Faulty Lights In Toilet Block	779.90			
185	EFT23943	13/09/2024	Corsign (WA) Pty Ltd			313.50		
186	INV 00087328	08/08/2024	Corsign (WA) Pty Ltd	DCVC - (VISITORS CENTRE) OTHER EXPENDITURE - Service / Info Directional Sign	313.50			
187	EFT23944	13/09/2024	Narrogin Tyrepower			908.00	L	
188	INV 110038	26/08/2024	Narrogin Tyrepower	NO03 2021 ISUZU D-MAX - Supply and Fit 4x Maxxis 771 and Wheel Alignment	908.00			
189	EFT23945	13/09/2024	Scavenger Supplies Pty Ltd			935.00		
190	INV INV-20739	23/08/2024	Scavenger Supplies Pty Ltd	ESL - BFB MINOR ASSET PURCHASES - Thermal Imaging Camera IR-894	935.00			
191	EFT23946	13/09/2024	Joondalup Resort			430.00		
192	INV 1608241413	07/08/2024	Joondalup Resort	PWO - WORKS - TRAVEL & ACCOMMODATION - 1x Night Accommodation LGIA Conference	430.00			

		Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
193	EFT23947	13/09/2024	Industrial Automation			25,551.90		
194	INV SINV-15658	06/09/2024	Industrial Automation	CARD OPERATED WATER STANDPIPE SYSTEM - Supply and Instal Swipe Card Stand Pipe Controller - 50% Deposit	25,551.90			
195	EFT23948	13/09/2024	Elgas			10,885.61		
196	INV 0361072598	16/08/2024	Elgas	NRLC - UTILITY - GAS - 6,529L Gas Supplied	10,885.61			
197	EFT23949	13/09/2024	Seton Australia Pty Ltd			440.91		
198	INV 9356950342	19/08/2024	Seton Australia Pty Ltd	NRLC - CLEANING & WASTE DISPOSAL GEN - Cleaning Wipes for Gym	440.91			
199	EFT23950	13/09/2024	Earl Street Physiotherapy			85.00	L	F
200	INV 0046787	04/09/2024	Earl Street Physiotherapy	CHCP - CLIENT PURCHASES - Standard Physio Consultation	85.00			
201	EFT23951	13/09/2024	Epic Fire Solutions T/As MCG Fire Services			1,980.00		
202	INV INV-4021	28/08/2024	Epic Fire Solutions T/As MCG Fire Services	NRLC - GENERAL AREA MAINTENANCE - Wiring for Speaker System	1,980.00			
203	EFT23952	13/09/2024	Price's Fabrication & Steel			13,077.90		
204	INV 00004209	21/08/2024	Price's Fabrication & Steel	THOMAS HOGG EFFLUENT TANK UPGRADE - New 250,000L Lined Tank - 50% Deposit	13,077.90			
205	EFT23953	13/09/2024	Integrated ICT			215.71		
206	INV 33823	28/08/2024	Integrated ICT	ADMIN - INFORMATION SYSTEMS - Exclaimer Signature Cloud	215.71			
207	EFT23954	13/09/2024	Lite n' Easy Pty Ltd			996.98		F
208	INV 7632010	27/08/2024	Lite n' Easy Pty Ltd	CHCP - CLIENT PURCHASES - Lite n Easy	109.72			
209	INV 7611090	27/08/2024	Lite n' Easy Pty Ltd	CHCP - CLIENT PURCHASES - Lite n Easy	106.53			
210	INV 761993	27/08/2024	Lite n' Easy Pty Ltd	CHCP - CLIENT PURCHASES - Lite n Easy	75.42			
211	INV 7638146	03/09/2024	Lite n' Easy Pty Ltd	CHCP - CLIENT PURCHASES - Lite n Easy	87.32			
212	INV 7621876	03/09/2024	Lite n' Easy Pty Ltd	CHCP - CLIENT PURCHASES - Lite n Easy	106.53			
213	INV 7621893	03/09/2024	Lite n' Easy Pty Ltd	CHCP - CLIENT PURCHASES - Lite n Easy	86.58			
214	INV 7600572	03/09/2024	Lite n' Easy Pty Ltd	CHCP - CLIENT PURCHASES - Lite n Easy	162.15			
215	INV 7642403	03/09/2024	Lite n' Easy Pty Ltd	CHCP - CLIENT PURCHASES - Lite n Easy	153.71			

		Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
216	INV 7639962	03/09/2024	Lite n' Easy Pty Ltd	CHCP - CLIENT PURCHASES - Lite n Easy	109.02			
217	EFT23955	13/09/2024	Bossea Pty Ltd (South West Recycling)			176.00		
218	INV INV-9472	22/08/2024	Bossea Pty Ltd (South West Recycling)	ADMIN - OFFICE EQUIPMENT MTCE - Collect and Deliver Two Blue Confidential Bin 22/08/2024	176.00			
219	EFT23956	13/09/2024	Elders Real Estate Pty Ltd			5.86	L	
220	INV 5835	26/08/2024	Elders Real Estate Pty Ltd	EMDRS STAFF HOUSING RENTAL PROPERTY EXPENSES - Water Charges 29/05/24 - 02/08/24	5.86			
221	EFT23957	13/09/2024	Flight Plan Digital T/A Live Life Alarms			597.00		F
222	INV 00237804	23/07/2024	Flight Plan Digital T/A Live Life Alarms	CHCP - Client Purchases - 4GX Life Watch	597.00			
223	EFT23958	13/09/2024	Forms Express Pty Ltd			1,878.25		
224	INV 251000	29/08/2024	Forms Express Pty Ltd	RATES - PRINTING AND STATIONERY - Brochure Printing For Rates Envelopes	1,878.25			
225	EFT23959	13/09/2024	Jtagz Pty Ltd			221.93		R
226	INV 00031842	14/08/2024	Jtagz Pty Ltd	ANIMAL - PRINTING & STATIONERY - WrapStrap Registration Tags x 260	221.93			
227	EFT23960	13/09/2024	Narrogin Fruit Trading Pty Ltd			459.44	L	
228	INV 000F2024090268	02/09/2024	Narrogin Fruit Trading Pty Ltd	MEMBERS - CIVIC FUNCTIONS, REFRESHMENTS & RECEPTIONS - Weekly Office Order	74.44			
229	INV INV-1063	02/09/2024	Narrogin Fruit Trading Pty Ltd	MEMBERS - CIVIC FUNCTIONS, REFRESHMENTS & RECEPTIONS - Ordinary Council Meeting Catering	385.00			
230	EFT23961	13/09/2024	Reagan James Spanswick			330.00		
231	INV INV-1079	30/08/2024	Reagan James Spanswick	CLAYTON ROAD OVAL BUILDINGS MAINTENANCE - Remove and Replace Damaged Roof Sheet to Poultry Shed	330.00			
232	EFT23962	13/09/2024	Team Global Express Pty Ltd			327.93		
233	INV 0639-T740710	25/08/2024	Team Global Express Pty Ltd	VARIOUS DEPARTMENTS - Freight Charges	327.93			
234	EFT23963	13/09/2024	Aylmore Fabrication & Welding			507.35		F
235	INV INV-0312	26/08/2024	Aylmore Fabrication & Welding	990NGN 2015 MITSUBISHI FUSO ROSA - Fix Walker Mountings	507.35			
236	EFT23964	13/09/2024	JH Computer Services			3,597.00		F

		Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
237	INV 002794-D01	08/05/2024	JH Computer Services	CHCP - GENERAL OFFICE EXPENSES - ACER USB Type C Dock III with Power Cable (x2)	3,597.00			
238	EFT23965	13/09/2024	Harcher Distributors (Wa Distributors P/L)			685.20		R
239	INV 993717	27/08/2024	Harcher Distributors (Wa Distributors P/L)	NRLC - GENERAL KIOSK SUPPLIES GEN - Kiosk Stock & Cleaning	230.90			
240	INV 995800	03/09/2024	Harcher Distributors (Wa Distributors P/L)	NRLC - GENERAL KIOSK SUPPLIES GEN - Kiosk Stock	454.30			
241	EFT23966	13/09/2024	Perfect Gym Solutions			770.00		
242	INV INV-11522	01/09/2024	Perfect Gym Solutions	NRLC - LICENCES & SUBSCRIPTIONS - Perfect Gym Membership - September 2024	770.00			
243	EFT23967	13/09/2024	Coca Cola Euro Pacific			1,035.75		R
244	INV LK242149	24/01/2024	Coca Cola Euro Pacific	NRLC - GENERAL KIOSK SUPPLIES - Kiosk StockAdjustment Note	62.37			
245	INV 0234827371	04/09/2024	Coca Cola Euro Pacific	NRLC - GENERAL KIOSK SUPPLIES - Kiosk Stock	1,035.75			
246	EFT23968	13/09/2024	Omnicom Media Group Australia Pty Ltd			307.78		
247	INV 1770695	31/08/2024	Omnicom Media Group Australia Pty Ltd	ADMIN - ADVERTISING - Lease of Property	307.78			
248	EFT23969	13/09/2024	Western Australian Police Force			72.00		
249	INV 127091190	12/08/2024	Western Australian Police Force	DCVC - (VISITORS CENTRE) OTHER EXPENDITURE - x4 National Police Check - Volunteers	72.00			
250	EFT23970	13/09/2024	Corasaniti Constructions			3,025.00	L	
251	INV INV-0112	27/08/2024	Corasaniti Constructions	ROAD MAINTENANCE GENERAL EXPENSES - Footpath Repairs Fortune St	3,025.00			
252	EFT23971	13/09/2024	WA Library Supplies & WA Ergo Supplies			633.01		
253	INV 00139360	04/09/2024	WA Library Supplies & WA Ergo Supplies	LIB - MINOR ASSET PURCHASES GEN - Spinner Shelf For Young Adult	633.01			
254	EFT23972	13/09/2024	Cardering Pty Ltd			776.00		F
255	INV 330	28/08/2024	Cardering Pty Ltd	CHCP - CLIENT PURCHASES - Consultation & Purchase of Goods	582.00			
256	INV 329	28/08/2024	Cardering Pty Ltd	CHCP - CLIENT PURCHASES - Equipment Review	194.00			
257	EFT23973	13/09/2024	Mable			1,295.40		F
258	INV 756082100	17/07/2024	Mable	CHCP - CLIENT PURCHASES - Clinical Care Assessment	323.85			
259	INV 756084100	17/07/2024	Mable	CHCP - CLIENT PURCHASES - Clinical Care Assessment	323.85			
260	INV 751283100	24/07/2024	Mable	CHCP - CLIENT PURCHASES - Clinical Care Assessment	323.85			
261	INV 756080100	24/07/2024	Mable	CHCP - CLIENT PURCHASES - Clinical Care Assessment	323.85			
262	EFT23974	13/09/2024	South West Fire Unit Fabrications			13,704.38		
263	INV I38350	29/08/2024	South West Fire Unit Fabrications	NOS020 ISUZU FTS800 FIRE UNIT - 'B' Service as per DFES Standard	13,704.38			
264	EFT23975	13/09/2024	Narrogin Central Bushfire Brigade			5,250.00	L	
265	INV 1001	06/06/2024	Narrogin Central Bushfire Brigade	FIRE - BUSHFIRE RISK MANAGEMENT PLAN - MITIGATION ACTIVITIES - Prescribed Burn in Foxes Lair	5,250.00			

		Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
266	EFT23976	13/09/2024	Tunstall Austalia Pty Ltd			54.90		F
267	INV INV0063833	01/09/2024	Tunstall Austalia Pty Ltd	CHCP - CLIENT PURCHASES - Monitoring Alarm Sim Card Charge	27.45			
268	INV INV1163833	01/09/2024	Tunstall Austalia Pty Ltd	CHCP - CLIENT PURCHASES - Monitoring Alarm Sim Card Charge	27.45			
269	EFT23977	13/09/2024	EverAbility Ltd			3,182.50		F
270	INV SI-00007605	21/08/2024	EverAbility Ltd	CHCP - CLIENT PURCHASES - Various Equipments	3,182.50			
271	EFT23979	13/09/2024	Town Team Movement			275.00		
272	INV 00000899	10/09/2024	Town Team Movement	ADMIN - TRAINING & DEVELOPMENT - Town Team Conference	275.00			
273	EFT23980	26/09/2024	Synergy			15,517.18		
274	INV 2082178813	20/08/2024	Synergy	39 FEDERAL ST BUILDING OPERATIONS - Water Charges 19/06/24 - 19/08/24	159.67			
275	INV 2010226112	27/08/2024	Synergy	HIGHBURY PUBLIC TOILETS OPERATIONS - Electricity Charges 26/06/24 -30/06/24	159.61			
276	INV 2054201169	02/09/2024	Synergy	ROADM - STREET LIGHTING MAINTENANCE/OPERATIONS - Electricity Charges 25/07/24 - 24/08/24	12,713.20			
277	INV 2014235140	05/09/2024	Synergy	JOHN HIGGINS COMMUNITY COMPLEX BUILDING OPERATIONS - Electricity Charges 21/06/24 - 30/06/24	930.61			
278	INV 2002281207	06/09/2024	Synergy	JOHN HIGGINS COMMUNITY COMPLEX BUILDING OPERATIONS - Electricity Charges 23/06/24 - 21/08/24	1,554.09			
279	EFT23981	26/09/2024	Narrogin Packaging			1,265.72	L	
280	INV 00089547	26/08/2024	Narrogin Packaging	VARIOUS DEPARTMENTS - Toilet Supplies	492.35			
281	INV 00089548	26/08/2024	Narrogin Packaging	ADMIN OFFICE BUILDING OPERATIONS - Interleave Towel	82.35			
282	INV 00089586	29/08/2024	Narrogin Packaging	HIGHBURY PUBLIC TOILETS OPERATIONS - Toilet Supplies	40.00			
283	INV 00089608	31/08/2024	Narrogin Packaging	ADMIN OFFICE BUILDING OPERATIONS - Interleave Towel	82.35			
284	INV 00089610	31/08/2024	Narrogin Packaging	VARIOUS DEPARTMENTS - Toilet Supplies	493.67			
285	INV 00089656	03/09/2024	Narrogin Packaging	NRLC - CLEANING & WASTE DISPOSAL - Cleaning Supplies	75.00			
286	EFT23983	26/09/2024	Water Corporation			16,469.59		
287	INV 9007714250	05/08/2024	Water Corporation	CARAVAN PARK GENERAL MAINTENANCE/OPERATIONS - Water Charges 29/05/24 - 02/08/24	3,543.95			
288	INV 9007713952	05/08/2024	Water Corporation	MACKIE PARK MAINTENANCE/OPERATIONS - Water Charges 29/05/24 - 02/08/24	410.23			
289	INV 9007714242	05/08/2024	Water Corporation	CEMETERY MAINTENANCE/OPERATIONS - Water Charges 29/05/24 - 02/08/24	35.70			
290	INV 9007721610	07/08/2024	Water Corporation	JOHN HIGGINS COMMUNITY COMPLEX BUILDING OPERATIONS - Water Charges 04/06/24 - 06/08/24	11,293.15			
291	INV 9007715472	07/08/2024	Water Corporation	SYDNEY HALL PARK MAINTENANCE/OPERATIONS - Water Charges 30/05/24 - 06/08/24	11.56			
292	INV 9007725558	12/08/2024	Water Corporation	GNARAJIN PARK MAINTENANCE/OPERATIONS - Water Charges 06/06/24 - 09/08/24	225.80			
293	INV 9007801880	16/08/2024	Water Corporation	STANDPIPE MAINTENANCE/OPERATIONS - Water Charges 14/06/24 - 15/08/24	421.45			
294	INV 9007800191	16/08/2024	Water Corporation	STANDPIPE MAINTENANCE/OPERATIONS - Water Charges 11/06/24 - 15/08/24	527.75			

		Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
295	EFT23984	26/09/2024	Hancocks Home Hardware			33.90	L	F
296	INV 490080	17/09/2024	Hancocks Home Hardware	CHCP - CLIENT PURCHASES - Master Keysafe	33.90			
297	EFT23985	26/09/2024	DFES-Department of Fire & Emergency Services			97,777.50		
298	INV 157866	21/08/2024	DFES-Department of Fire & Emergency Services	FESA ESL LIABILITY - 1st Quater Contribution 2024/25	97,777.50			
299	EFT23986	26/09/2024	Westrac Pty Ltd			2,866.58		
300	INV SI1786933	02/09/2024	Westrac Pty Ltd	NO237 2020 CATERPILLAR CW34NN RUBBER TYRED ROLLER - Troubleshoot Fault Codes and Repair	2,866.58			
301	EFT23987	26/09/2024	It Vision			277.20		
302	INV INITV41545	26/08/2024	It Vision	ADMIN - INFORMATION SYSTEMS - Amend PO Template	277.20			
303	EFT23988	26/09/2024	PFD Food Services Pty Ltd			268.50		R
304	INV LM939336	17/09/2024	PFD Food Services Pty Ltd	NRLC - GENERAL KIOSK SUPPLIES - Kiosk Stock	268.50			
305	EFT23989	26/09/2024	Octave Holdings Pty Ltd T/as Narrogin Toyota, Mazda & Ford			38.50		
306	INV PI23064838	27/08/2024	Octave Holdings Pty Ltd T/as Narrogin Toyota, Mazda & Ford	SMALL PLANT - Mowing Head for Brushcutter	38.50			
307	EFT23990	26/09/2024	Bucher Municipal Pty Ltd - McDonald Johnston			211.41		
308	INV 1106159	23/08/2024	Bucher Municipal Pty Ltd - McDonald Johnston	NGN339 HINO ROAD SWEEPER 2021 - Replacement Mudguard	211.41			
309	EFT23991	26/09/2024	Air Response			1,323.54	L	
310	INV 157992A	06/09/2024	Air Response	NRLC - GENERAL AREA MAINTENANCE - Repairs To Coolroom In John Higgins Centre	1,323.54			
311	EFT23992	26/09/2024	Narrogin Gasworx			900.00	L	F
312	INV 80355	17/09/2024	Narrogin Gasworx	CHCP - CLIENT PURCHASES - Active Float Overlay Icare	900.00			
313	EFT23993	26/09/2024	T Quip			1,333.20		
314	INV 132105 #36	03/09/2024	T Quip	N052 2018 TORO MOWER 7210 - 30x Lawn Mower Blades	1,333.20			
315	EFT23994	26/09/2024	New Security Installations Pty Ltd			13,952.13		
316	INV 2886	07/09/2024	New Security Installations Pty Ltd	ADMIN OFFICE BUILDING OPERATIONS - Service All Shire Alarms	13,952.13			
317	EFT23995	26/09/2024	Narrogin Chamber Of Commerce			1,000.00	L	
318	INV INV-0287	11/09/2024	Narrogin Chamber Of Commerce	TOUR - PUBLIC RELATIONS & AREA PROMOTION - 100 x \$10 Vouchers Narrogin Caravan Park	1,000.00			
319	EFT23996	26/09/2024	Bob Waddell & Associates Pty Ltd			15,136.00		
320	INV 4093	19/08/2024	Bob Waddell & Associates Pty Ltd	ADMIN - CONSULTANTS - Outsourcing Finance - 24/25 Budget, Asset & FBT Assistance	792.00			
321	INV 4105	26/08/2024	Bob Waddell & Associates Pty Ltd	ADMIN - CONSULTANTS - Outsourcing Finance - 24/25 Budget, Asset & FBT Assistance	4,312.00			
322	INV 4124	02/09/2024	Bob Waddell & Associates Pty Ltd	ADMIN - CONSULTANTS - Outsourcing Finance - 24/25 Budget, Asset & FBT Assistance	9,768.00			
323	INV 4128	09/09/2024	Bob Waddell & Associates Pty Ltd	ADMIN - CONSULTANTS - Outsourcing Finance - 24/25 Budget, Asset & FBT Assistance	264.00			

		Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
324	EFT23997	26/09/2024	AMPAC Debt Recovery Pty Ltd			1,110.45		R
325	INV 110433	31/08/2024	AMPAC Debt Recovery Pty Ltd	RATES - DEBT COLLECTION EXPENSES - Debt Collection August 2024, GST	484.00			
326	INV 110434	31/08/2024	AMPAC Debt Recovery Pty Ltd	RATES - DEBT COLLECTION EXPENSES - Debt Collection August 2024, RATES - DEBT COLLECTION EXPENSES - Debt Collection August 2024, GST	626.45			
327	EFT23998	26/09/2024	BKS Electrical Pty Ltd			3,595.90		
328	INV 3779	13/09/2024	BKS Electrical Pty Ltd	ADMIN OFFICE BUILDING MAINTENANCE - Replace and Reprogramme Shire Alarm Panel	3,315.40			
329	INV 4399	13/09/2024	BKS Electrical Pty Ltd	CHSP & CHCP - GENERAL EXPENDITURE - Replace Fluorescent Light and Switch in Bathroom	280.50			F
330	EFT23999	26/09/2024	United Security Enforcement Corporation			158.40		
331	INV 00013304	16/09/2024	United Security Enforcement Corporation	NRLC - SECURITY - Alarm Activations	158.40			
332	EFT24000	26/09/2024	Independence Australia Group			716.20		F
333	INV 71990732.02	08/01/2024	Independence Australia Group	CHCP - CLIENT PURCHASES - Continence Products	156.80			

		Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
334	INV 82405366.01	11/09/2024	Independence Australia Group	CHCP - CLIENT PURCHASES - Contenance Aids	559.40			
335	EFT24001	26/09/2024	Truck Centre (WA) Pty Ltd			4,898.93		
336	INV 1796330 - 000001	29/08/2024	Truck Centre (WA) Pty Ltd	NO3 2020 NISSAN UD TIP TRUCK - Supply New Radiator Plus Hardware	3,745.54			
337	INV 1796811-000001	02/09/2024	Truck Centre (WA) Pty Ltd	NO3 2020 NISSAN UD TIP TRUCK - Supply 2 x 20L Drums Coolant	323.40			
338	INV 1796688 - 000001	02/09/2024	Truck Centre (WA) Pty Ltd	NO3 2020 NISSAN UD TIP TRUCK - Supply One 20L Drum Coolant	161.70			
339	INV 1794735 - 000001	02/09/2024	Truck Centre (WA) Pty Ltd	NO2 2009 NISSAN UD TIP TRUCK - Supply Filter Kit and Air Filter	668.29			
340	EFT24002	26/09/2024	AFGRI Equipment Australia Pty Ltd			254.86		
341	INV 2877801	27/08/2024	AFGRI Equipment Australia Pty Ltd	JOHN DEERE RIDE ON MOWER - 6x Mower Blades & 1x Filter Kit	254.86			
342	EFT24003	26/09/2024	Planning Institute Of Australia Ltd			717.00		
343	INV 169876	05/06/2024	Planning Institute Of Australia Ltd	PLAN - SUBSCRIPTION & MEMBERSHIPS - Annual membership 2024/25	717.00			
344	EFT24004	26/09/2024	Autosmart WA Southwest			174.90		
345	INV 02402005	03/09/2024	Autosmart WA Southwest	LYDEKER DEPOT BUILDING MAINTENANCE - x4 15kg Bags of Rags	174.90			
346	EFT24005	26/09/2024	Komatsu Australia Pty Ltd			853.40		
347	INV 003849694	02/09/2024	Komatsu Australia Pty Ltd	NO084 KOMATSU WA380-6 WHEEL LOADER - Supply Service Filters & Front Wiper Arm Assembly	766.74			
348	INV 003853544	05/09/2024	Komatsu Australia Pty Ltd	NO084 KOMATSU WA380-6 WHEEL LOADER - Supply Service Filters & Front Wiper Arm Assembly	86.66			
349	EFT24006	26/09/2024	Aquatic Services WA Pty Ltd			3,220.80		
350	INV AS#20174679	17/09/2024	Aquatic Services WA Pty Ltd	NRLC - CHEMICALS - 48 x 25kg Sodium Bisulfate	3,220.80			
351	EFT24007	26/09/2024	Win Television WA Pty Ltd T/A WIN Television Network			2,200.00		
352	INV 1864927-1	31/07/2024	Win Television WA Pty Ltd T/A WIN Television Network	TOUR - PUBLIC RELATIONS & AREA PROMOTION - Television Commercials July 2024	990.00			
353	INV 1877092-1	31/08/2024	Win Television WA Pty Ltd T/A WIN Television Network	TOUR - PUBLIC RELATIONS & AREA PROMOTION - Television Commercials August 2024	1,210.00			
354	EFT24008	26/09/2024	Telair Pty Ltd			1,614.70		

		Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
355	INV TA10781-062	15/09/2024	Telair Pty Ltd	VARIOUS DEPARTMENTS - Telephone Charges August 2024	1,614.70			
356	EFT24009	26/09/2024	The White Family Trust T/a Narrogin Valley Stockfeed			144.95	L	
357	INV NV5137587	04/06/2024	The White Family Trust T/a Narrogin Valley Stockfeed	CARAVAN PARK GENERAL MAINTENANCE/OPERATIONS - x1 New Bbq Gas Bottle & x1 Re-Gas	144.95			
358	EFT24010	26/09/2024	Elgas			28,571.68		
359	INV 0361073568	28/08/2024	Elgas	NRLC - UTILITY - GAS - Gas Supplied 5,900L	9,836.89			
360	INV 1611113777	02/09/2024	Elgas	ADMIN OFFICE BUILDING OPERATIONS - x3 15kg Gas Cylinder	240.90			
361	INV 0361078378	05/09/2024	Elgas	CARAVAN PARK GENERAL MAINTENANCE/OPERATIONS - Gas Supplied 141L	238.60			
362	INV 0361078379	05/09/2024	Elgas	NRLC - UTILITY - GAS - Gas Supplied 6,157L	10,419.12			
363	INV 0361051065	11/09/2024	Elgas	NRLC - UTILITY - GAS - Gas Supplied 4,700L	7,836.17			
364	EFT24011	26/09/2024	RCPA (WA) Pty Ltd			13,090.73		
365	INV 314736	30/08/2024	RCPA (WA) Pty Ltd	WHINBIN ROCK RD CONSTRUCTION - Pipes , Headwall and Rubber Rings	13,090.73			
366	EFT24012	26/09/2024	Narrogin Smash Repairs			440.00	L	
367	INV 32716	04/09/2024	Narrogin Smash Repairs	NO3 2020 NISSAN UD TIP TRUCK - Painting & Fit New RH Bumper	440.00			
368	EFT24013	26/09/2024	Epic Fire Solutions T/As MCG Fire Services			38,900.51		
369	INV INV-4022	28/08/2024	Epic Fire Solutions T/As MCG Fire Services	NRLC FIRE PANEL EMERGENCY WARNING SYSTEM - Installation and Comissioning Fire Panel	38,900.51			
370	EFT24014	26/09/2024	Narrogin Auto Electrics			1,097.94	L	
371	INV 268245	12/08/2024	Narrogin Auto Electrics	NO01 TOYOTA HILUX 4X4 2.8L DSL D/C - Install Lights, Radio & Phone Booster	255.00			
372	INV 268246	16/08/2024	Narrogin Auto Electrics	2022 UD PK 18 280MAL FLOCON - Various Items Supplied & Fitted	842.94			
373	EFT24015	26/09/2024	Lite n' Easy Pty Ltd			1,054.35		F
374	INV 7632586	10/09/2024	Lite n' Easy Pty Ltd	CHCP - CLIENT PURCHASES - Lite n Easy Meals	106.53			
375	INV 7641379	10/09/2024	Lite n' Easy Pty Ltd	CHCP - CLIENT PURCHASES - Lite n Easy Meals	75.42			
376	INV 7652861	10/09/2024	Lite n' Easy Pty Ltd	CHCP - CLIENT PURCHASES - Lite n Easy Meals	167.75			
377	INV 7651121	10/09/2024	Lite n' Easy Pty Ltd	CHCP - CLIENT PURCHASES - Lite n Easy Meals	87.32			

		Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
378	INV 7621847	17/09/2024	Lite n' Easy Pty Ltd	CHCP - CLIENT PURCHASES - Lite n Easy Meals	162.15			
379	INV 7642297	17/09/2024	Lite n' Easy Pty Ltd	CHCP - CLIENT PURCHASES - Lite n Easy Meals	75.42			
380	INV 7642276	17/09/2024	Lite n' Easy Pty Ltd	CHCP - CLIENT PURCHASES - Lite n Easy Meals	106.53			
381	INV 7659878	17/09/2024	Lite n' Easy Pty Ltd	CHCP - CLIENT PURCHASES - Lite n Easy Meals	87.32			
382	INV 7663882	17/09/2024	Lite n' Easy Pty Ltd	CHCP - CLIENT PURCHASES - Lite n Easy Meals	185.91			
383	EFT24016	26/09/2024	Narrogin Freightlines			1,639.12	L	
384	INV INV-15098	31/08/2024	Narrogin Freightlines	WHINBIN ROCK RD CONSTRUCTION - Collect Pipes and Headwalls	1,639.12			
385	EFT24017	26/09/2024	Forms Express Pty Ltd			1,406.21		
386	INV 251006	29/08/2024	Forms Express Pty Ltd	RATES - PRINTING AND STATIONERY - Rates Billing , Printing and Postage	1,406.21			
387	EFT24018	26/09/2024	Keeling Electrical Group Pty Ltd			2,017.15		
388	INV 1647	04/09/2024	Keeling Electrical Group Pty Ltd	NRLC - EQUIPMENT HIRE & PURCHASE - Pool Heat Pump Motor Repairs	2,017.15			
389	EFT24019	26/09/2024	Vanessa Maree Ward			720.00		
390	INV 17092024	17/09/2024	Vanessa Maree Ward	OTHCUL - ARTWORK COLLECTION - Photo Print and Reframing	720.00			
391	EFT24020	26/09/2024	Narrogin Fruit Trading Pty Ltd			65.50	L	
392	INV 000F20240909152	09/09/2024	Narrogin Fruit Trading Pty Ltd	ADMIN - GENERAL OFFICE EXPENSES - Weekly Office Order	65.50			
393	EFT24021	26/09/2024	Prime Television (Southern) Pty Limited			1,489.40		
394	INV 513896	31/08/2024	Prime Television (Southern) Pty Limited	TOUR - PUBLIC RELATIONS & AREA PROMOTION - 7 Network - Promotional Ads - July 2024	1,489.40			
395	EFT24022	26/09/2024	Reagan James Spanswick			520.00		
396	INV INV-1083	11/09/2024	Reagan James Spanswick	RAILWAY STATION BUILDING MAINTENANCE - Block Off Pigeon Ingress Area to North Side of Roof	520.00			
397	EFT24023	26/09/2024	Team Global Express Pty Ltd			79.90		
398	INV 0640-T740710	01/09/2024	Team Global Express Pty Ltd	NO3 2020 NISSAN UD TIP TRUCK (WORKS) (P8213) - Freight Charges	79.90			
399	EFT24024	26/09/2024	JH Computer Services			21,120.00		
400	INV 003825-D01	30/08/2024	JH Computer Services	ADMIN - INFORMATION SYSTEMS - IT Contract Charges September 2024	12,870.00			
401	INV 003826-D01	30/08/2024	JH Computer Services	ADMIN - INFORMATION SYSTEMS - Supply & Install APC Smart UPS Monitors	8,250.00			
402	EFT24025	26/09/2024	Harcher Distributors (Wa Distributors P/L)			1,931.40		
403	INV 996034	04/09/2024	Harcher Distributors (Wa Distributors P/L)	NRLC - CLEANING & WASTE DISPOSAL GEN - Cleaning Supplies For New Dilution Station	257.70			
404	INV 998076	10/09/2024	Harcher Distributors (Wa Distributors P/L)	NRLC - GENERAL KIOSK SUPPLIES - Kiosk Stock	338.50			

		Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
405	INV 1000532	17/09/2024	Harcher Distributors (Wa Distributors P/L)	NRLC - GENERAL KIOSK SUPPLIES - Kiosk Stock	450.25			
406	INV 1001039	24/09/2024	Harcher Distributors (Wa Distributors P/L)	NRLC - GENERAL KIOSK SUPPLIES - Kiosk Stock	884.95			
407	EFT24026	26/09/2024	Officeworks Ltd			120.21		
408	INV 616555169	17/09/2024	Officeworks Ltd	NRLC - GENERAL KIOSK SUPPLIES - Kiosk Stock	120.21			
409	EFT24027	26/09/2024	Civitest WA Pty Ltd			1,188.00		
410	INV 00000179	15/08/2024	Civitest WA Pty Ltd	WHINBIN ROCK RD CONSTRUCTION - Two Gravel Soil Tests	1,188.00			
411	EFT24028	26/09/2024	NER Finance			270.41		
412	INV NA00203149	16/09/2024	NER Finance	NRLC - EQUIPMENT HIRE & PURCHASE - Monthly Printer Rental - October 2024	270.41			
413	EFT24029	26/09/2024	The Leisure Institute of Western Australia (Aquatics) Inc			470.00		
414	INV 4545	13/08/2024	The Leisure Institute of Western Australia (Aquatics) Inc	NRLC - LICENCES & SUBSCRIPTIONS - Annual LIWA Aquatics Membership & Conference 2024/25	470.00			
415	EFT24030	26/09/2024	Elite Pool Covers HoldingsPty Ltd			117,488.00		
416	INV 00108618	07/08/2024	Elite Pool Covers HoldingsPty Ltd	NRLC UPGRADE WORKS LRCIP 4A - Purchase of Pool Covers For NRLC	117,488.00			
417	EFT24031	26/09/2024	BEST Consultants Pty Ltd			5,126.00		
418	INV BEST-21951	25/01/2024	BEST Consultants Pty Ltd	NRLC UPGRADE WORKS - Design Development For Fire Service Upgrade Electrical Consulting Services	2,926.00			
419	INV BEST-22089	26/03/2024	BEST Consultants Pty Ltd	NRLC UPGRADE WORKS - Design Development For Fire Service Upgrade Electrical Consulting Services	2,200.00			
420	EFT24032	26/09/2024	R.Smith			5,500.00		
421	INV 37	12/09/2024	R.Smith	TOUR - PUBLIC RELATIONS & AREA PROMOTION - Caravan Park Murals	5,500.00			
422	EFT24033	26/09/2024	Grand Slam Sports Equipment			532.40		
423	INV 40964	20/09/2024	Grand Slam Sports Equipment	NRLC - EQUIPMENT HIRE & PURCHASE - Winch For Court Sport Posts	532.40			
424	EFT24034	26/09/2024	Great Southern Electrical Services			2,210.01		
425	INV INV-00015931	16/08/2024	Great Southern Electrical Services	GNAROJIN PARK MAINTENANCE/OPERATIONS - Replace Consumer Mains & Labour	2,210.01			
426	EFT24035	26/09/2024	Smartsheet Inc.			3,389.76		
427	INV INV2008545	29/08/2024	Smartsheet Inc.	ADMIN - SUBSCRIPTIONS AND MEMBERSHIPS - Subscription Business Plan 2024/25	3,389.76			
428	EFT24036	30/09/2024	Department Of Human Services			389.74		
429	INV 82	25/09/2024	Department Of Human Services	Payroll Deductions/Contributions	389.74			
430	EFT24037	30/09/2024	Easifleet			3,267.56		

		Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
431	INV 25/09/2024	30/09/2024	Easifleet	NOVATED LEASE - Various Employees PPE 23/09/2024	3,267.56			
432	EFT24038	30/09/2024	Australian Services Union Western Australian Branc			26.50		
433	INV 82	25/09/2024	Australian Services Union Western Australian Branc	Payroll Deductions/Contributions	26.50			

	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
				EFT Total	1,006,222.63		

434 Direct Debits

	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
435	DD10454.1	03/09/2024	Sheriffs Office Perth		172.00		
436	INV 33294877	23/08/2024	Sheriffs Office Perth	OLOPS - FINES AND ENFORCEMENT REGISTER - FER14656209 - D5388	86.00		
437	INV 33294900	23/08/2024	Sheriffs Office Perth	OLOPS - FINES AND ENFORCEMENT REGISTER - FER14656234 - D5390	86.00		
438	DD10513.1	17/09/2024	Australian Taxation Office		41,350.00		
439	INV PAYGPPE09092024	17/09/2024	Australian Taxation Office	PAYG TAX - PAYG Tax Withholding PPE 09/09/2024	41,350.00		
440	DD10515.1	03/09/2024	Beam		30,426.17		
441	INV SUPERPPE26/08/2024	03/09/2024	Beam	PAYROLL CREDITORS - Superannuation Contributions PPE 26/08/2024	30,426.17		
442	DD10539.1	30/09/2024	Australian Taxation Office		43,928.00		
443	INV PAYGPPE23/09/2024	30/09/2024	Australian Taxation Office	PAYG TAX - PAYG Tax Withholding PPE 23/09/2024	43,928.00		
444	DD10540.1	26/09/2024	Beam		59,272.41		
	INV SUPERPPE09092024	26/09/2024	Beam	PAYROLL CREDITORS - Superannuation Contribution PPE 09/09/2024	29,759.40		
	INV SUPERPPE23092024	26/09/2024	Beam	PAYROLL CREDITORS - Superannuation Contribution PPE 23/09/2024	29,513.01		
445	DD10542.1	02/09/2024	Elders Real Estate Pty Ltd		1,386.67	L	
446	INV EMDRSRENT020924	02/09/2024	Elders Real Estate Pty Ltd	EMDRS STAFF HOUSING RENTAL PROPERTY EXPENSES - Rent 02/09/24	1,386.67		
447	DD10543.1	01/09/2024	CRISP Wireless		1,317.80		
448	INV 202401006297	01/09/2024	CRISP Wireless	NRLC & ADMIN - INFORMATION SYSTEMS - Monthly Charges September 2024	1,317.80		
449	DD10544.1	02/09/2024	Les Mills Asia Pacific		912.26		
450	INV LMB1263584	02/09/2024	Les Mills Asia Pacific	NRLC - LICENCES & SUBSCRIPTIONS - Group Fitness Licence September 2024	912.26		
451	DD10546.1	26/09/2024	Xero		70.00		
452	INV INV-38192616	26/09/2024	Xero	CHCP & CHSP - INFORMATION SYSTEMS - Xero Monthly Subscription 26/09/24 - 25/10/24	70.00		
453	DD10547.1	01/09/2024	Sandwai Pty Ltd		771.10		
454	INV INV-4304	01/09/2024	Sandwai Pty Ltd	CHSP & CHCP - INFORMATION SYSTEMS - Monthly Charges September 2024	771.10		
455	DD10548.1	05/09/2024	Zefari Pty Ltd		380.00		
456	INV EMTRSRENT050924	05/09/2024	Zefari Pty Ltd	EMTRS STAFF HOUSING RENTAL PROPERTY EXPENSES - Rent Week Ending 05/09/24	380.00		
457	DD10549.1	12/09/2024	Zefari Pty Ltd		380.00		
458	INV EMTRSRENT120924	12/09/2024	Zefari Pty Ltd	EMTRS STAFF HOUSING RENTAL PROPERTY EXPENSES - Rent Week Ending 12/09/24	380.00		
459	DD10550.1	19/09/2024	Zefari Pty Ltd		380.00		
460	INV EMTRSRENT190924	19/09/2024	Zefari Pty Ltd	EMTRS STAFF HOUSING RENTAL PROPERTY EXPENSES - Rent Week Ending 19/09/24	380.00		

		Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
461	DD10551.1	26/09/2024	Zefari Pty Ltd			380.00		
462	INV EMTRSRENT260924	26/09/2024	Zefari Pty Ltd	EMTRS STAFF HOUSING RENTAL PROPERTY EXPENSES - Rent Week Ending 26/09/24	380.00			
463	DD10563.2	11/09/2024	Department of Transport			5,549.15		
464	INV 20240911	11/09/2024	Department of Transport	DEPARTMENT OF TRANSPORT 11/09/2024	5,549.15			
465	DD10563.3	12/09/2024	Department of Transport			4,787.80		
466	INV 20240912	12/09/2024	Department of Transport	DEPARTMENT OF TRANSPORT 12/09/2024	4,787.80			
467	DD10563.4	13/09/2024	Department of Transport			5,786.95		
468	INV 20240913	13/09/2024	Department of Transport	DEPARTMENT OF TRANSPORT 13/09/2024	5,786.95			
469	DD10563.5	16/09/2024	Department of Transport			15,239.55		
470	INV 20240916	16/09/2024	Department of Transport	DEPARTMENT OF TRANSPORT 16/09/2024	15,239.55			
471	DD10563.6	17/09/2024	Department of Transport			5,367.90		
472	INV 20240917	17/09/2024	Department of Transport	DEPARTMENT OF TRANSPORT 17/09/2024	5,367.90			
473	DD10563.7	18/09/2024	Department of Transport			13,802.65		
474	INV 20240918	18/09/2024	Department of Transport	DEPARTMENT OF TRANSPORT 18/09/2024	13,802.65			
475	DD10563.8	19/09/2024	Department of Transport			21,695.55		
476	INV 20240919	19/09/2024	Department of Transport	DEPARTMENT OF TRANSPORT 19/09/2024	21,695.55			
477	DD10563.9	20/09/2024	Department of Transport			6,093.65		
478	INV 20240920	20/09/2024	Department of Transport	DEPARTMENT OF TRANSPORT 20/09/2024	6,093.65			
479	DD10567.1	02/09/2024	National Australia Bank Ltd			2,308.65		
480	INV 009571025	02/09/2024	National Australia Bank Ltd	INVEST - BANK FEES AND CHARGES - NAB Merchant Fees NRLC August 2024	159.97			
481	INV 005211998	02/09/2024	National Australia Bank Ltd	INVEST - BANK FEES AND CHARGES - NAB Merchant Fees Caravan Park August 2024	248.67			
482	INV 002704482	02/09/2024	National Australia Bank Ltd	INVEST - BANK FEES AND CHARGES - NAB Merchant Fees Shire of Narrogin August 2024	1,900.01			
483	DD10573.1	30/09/2024	Epic Fire Solutions T/As MCG Fire Services			-		
484	INV INV-4022	28/08/2024	Epic Fire Solutions T/As MCG Fire Services	NRLC FIRE PANEL EMERGENCY WARNING SYSTEM	-			
485	DD10563.10	24/09/2024	Department of Transport			11,239.00		
486	INV 20240924	24/09/2024	Department of Transport	DEPARTMENT OF TRANSPORT 24/09/2024	11,239.00			
487	DD10563.11	25/09/2024	Department of Transport			16,405.40		
488	INV 20240925	25/09/2024	Department of Transport	DEPARTMENT OF TRANSPORT 25/09/2024	16,405.40			
489	DD10563.13	26/09/2024	Department of Transport			48,605.95		
490	INV 20240926	26/09/2024	Department of Transport	DEPARTMENT OF TRANSPORT 26/09/2024	48,605.95			
491	DD10563.14	02/09/2024	Department of Transport			6,472.50		
492	INV 20240902	02/09/2024	Department of Transport	DEPARTMENT OF TRANSPORT 02/09/2024	6,472.50			

		Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
493		DD10563.15	03/09/2024	Department of Transport		34,808.15		
494		INV 20240903	03/09/2024	Department of Transport	DEPARTMENT OF TRANSPORT 03/09/2024	34,808.15		
495		DD10563.16	04/09/2024	Department of Transport		8,361.75		
496		INV 20240904	04/09/2024	Department of Transport	DEPARTMENT OF TRANSPORT 04/09/2024	8,361.75		
497		DD10563.17	05/09/2024	Department of Transport		15,198.00		
498		INV 20240905	05/09/2024	Department of Transport	DEPARTMENT OF TRANSPORT 05/09/2024	15,198.00		
499		DD10563.18	06/09/2024	Department of Transport		11,039.80		
500		INV 20240906	06/09/2024	Department of Transport	DEPARTMENT OF TRANSPORT 06/09/2024	11,039.80		
501		DD10563.19	09/09/2024	Department of Transport		12,032.35		
502		INV 20240909	09/09/2024	Department of Transport	DEPARTMENT OF TRANSPORT 09/09/2024	12,032.35		
503		DD10563.20	10/09/2024	Department of Transport		5,968.40		
504		INV 20240910	10/09/2024	Department of Transport	DEPARTMENT OF TRANSPORT 10/09/2024	5,968.40		
					Direct Debit Total	431,889.56		

505 Fuel Card Pruchases

		Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
506		EFT23982	26/09/2024	Great Southern Fuels		6,215.67	L	
507		EFT23982	26/09/2024	Great Southern Fuels	002NGN 2022 MITSUBISHI ECLIPSE HYBRID - Fuel Charges 01/08/24 - 31/08/24	357.53		
508		EFT23982	26/09/2024	Great Southern Fuels	009NGN TOYOTA COROLLA HATCH 2020 - Fuel Charges 01/08/24 - 31/08/24	167.53		
509		EFT23982	26/09/2024	Great Southern Fuels	00NGN TOYOTA HILUX 4X4 2.4L DSL DUAL CAB - Fuel Charges 01/08/24 - 31/08/24	168.00		
510		EFT23982	26/09/2024	Great Southern Fuels	0NGN 2021 ISUZU MUX EMCCS Vehicle - Fuel Charges 01/08/24 - 31/08/24	635.03		
511		EFT23982	26/09/2024	Great Southern Fuels	2021 ISUZU Outlander EXCCED 2.4L (EMTRS) ONO - Fuel Charges 01/08/24 - 31/08/24	260.02		
512		EFT23982	26/09/2024	Great Southern Fuels	2019 Toyota Prado DSL Wagon GXL (P1) 1NGN - Fuel Charges 01/08/24 - 31/08/24	627.25		
513		EFT23982	26/09/2024	Great Southern Fuels	990NGN 2015 MITSUBISHI FUSO ROSA - Fuel Charges 01/08/24 - 31/08/24	206.66		
514		EFT23982	26/09/2024	Great Southern Fuels	NGN0 MG HS EXCITE WAGON - Fuel Charges 01/08/24 - 31/08/24	529.29		
515		EFT23982	26/09/2024	Great Southern Fuels	NGN00 2021 TOYOTA KLUGER GX AWD PET WAGON - Fuel Charges 01/08/24 - 31/08/24	436.09		
516		EFT23982	26/09/2024	Great Southern Fuels	NGN10179 2018 TOYOTA HIACE - Fuel Charges 01/08/24 - 31/08/24	79.58		
517		EFT23982	26/09/2024	Great Southern Fuels	NGN11555 2022 TOYOTA COROLLA - Fuel Charges 01/08/24 - 31/08/24	110.80		
518		EFT23982	26/09/2024	Great Southern Fuels	2024 MAZDA BT-50 E 6 AUTO 3.0L - Fuel Charges 01/08/24 - 31/08/24	116.23		
519		EFT23982	26/09/2024	Great Southern Fuels	NGN219 2022 NISSAN X-TRAIL - Fuel Charges 01/08/24 - 31/08/24	808.36		

		Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
520	EFT23982	26/09/2024	Great Southern Fuels	NGN417 2023 NEW ISUZU DMAX SPACE CAB RANGER - Fuel Charges 01/08/24 - 31/08/24	222.07			
521	EFT23982	26/09/2024	Great Southern Fuels	2019 TOYOTA COROLLA CROSS 2WD 2.0L NGN839 - Fuel Charges 01/08/24 - 31/08/24	229.27			
522	EFT23982	26/09/2024	Great Southern Fuels	NGN847 2023 MAZDA CX-5 6 AUTO G25 TOURING PETROL - Fuel Charges 01/08/24 - 31/08/24	338.35			
523	EFT23982	26/09/2024	Great Southern Fuels	NO01 TOYOTA HILUX 4X4 2.8L DSL D/C - Fuel Charges 01/08/24 - 31/08/24	315.99			
524	EFT23982	26/09/2024	Great Southern Fuels	2023 TOYOTA HILUX DUAL CAB - SENIOR RANGER - Fuel Charges 01/08/24 - 31/08/24	323.34			
525	EFT23982	26/09/2024	Great Southern Fuels	BUSHFIRE RISK COORDINATOR EXPS - Fuel Charges 01/08/24 - 31/08/24	98.02			
526	EFT23982	26/09/2024	Great Southern Fuels	NGN182 TOYOTA HILUX 4X2 WORKMATE UTILITY - Fuel Charges 01/08/24 - 31/08/24	186.26			
Fuel Card Total					6,215.67			

527 Coles Card Pruchases

		Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
528	EFT23978	13/09/2024	WEX Australia Pty Ltd			709.96		
529	INV 210	31/08/2024	WEX Australia Pty Ltd	MEMBERS - CIVIC FUNCTIONS, REFRESHMENTS & RECEPTION - Coles Account August 2024	458.06			
530	INV 210	31/08/2024	WEX Australia Pty Ltd	OTHFUL - AUSTRALIA DAY - Coles Account August 2024	59.37			
531	INV 210	31/08/2024	WEX Australia Pty Ltd	PWO - GENERAL OFFICE EXPENSES - Coles Account August 2024	26.00			
532	INV 210	31/08/2024	WEX Australia Pty Ltd	LIB - EVENT CATERING - Coles Account August 2024	166.53			
Coles Card Total					709.96			

533 Credit Card Pruchases

		Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
534	DD10554.1	09/08/2024	General Credit Card Purchases			165.00		
535	INV MFAUG2024-1	09/08/2024	General Credit Card Purchases	TOUR - PUBLIC RELATIONS & AREA PROMOTION - 4 Packs of Air Tags For E-Scooters	165.00			
536	DD10554.2	12/08/2024	General Credit Card Purchases	ADMIN - PRINTING & STATIONERY - Tabs For Budget Documents & Freight	-	1,529.76		
537	INV MFAUG2024-2	12/08/2024	General Credit Card Purchases	PLANT - Vehicle Licence Fees 2024/25	1,271.10			
538	INV MFAUG2024-3	12/08/2024	General Credit Card Purchases	ADMIN - PRINTING & STATIONERY - Tabs For Budget Documents & Freight	258.66			
539	DD10554.3	16/08/2024	General Credit Card Purchases	ADMIN - INFORMATION SYSTEMS - Greeting Messages August 2024	-	151.80		
540	INV MFAUG2024-4	16/08/2024	General Credit Card Purchases	ADMIN - INFORMATION SYSTEMS - Greeting Messages August 2024	151.80			
541	DD10554.4	21/08/2024	General Credit Card Purchases	1NO 2022 TOYOTA HILUX 4X4 2.4L DSL DUAL CAB - Vehicle Licence Fees 2024/25	-	1,249.50		
542	INV MFAUG2024-5	21/08/2024	General Credit Card Purchases	00NGN TOYOTA HILUX 4X4 2.4L DSL DUAL CAB - Vehicle Licence Fees 2024/25	416.50			

		Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
543	INV MFAUG2024-6	21/08/2024	General Credit Card Purchases	NO01 TOYOTA HILUX 4X4 2.8L DSL D/C - Vehicle Licence Fees 2024/25	416.50			
544	INV MFAUG2024-7	21/08/2024	General Credit Card Purchases	1NO 2022 TOYOTA HILUX 4X4 2.4L DSL DUAL CAB - Vehicle Licence Fees 2024/25	416.50		L	
545	DD10554.5	23/08/2024	General Credit Card Purchases	LIB - SUBSCRIPTIONS & MEMBERSHIPS - Cyberlink Software Annual Subscription 2024/25	-	188.79		
546	INV MFAUG2024-8	23/08/2024	General Credit Card Purchases	PLANT - Plate Change	38.80			
547	INV MFAUG2024-9	23/08/2024	General Credit Card Purchases	LIB - SUBSCRIPTIONS & MEMBERSHIPS - Cyberlink Software Annual Subscription 2024/25	149.99			
548	DD10555.1	01/08/2024	General Credit Card Purchases	LIB - GENERAL OFFICE EXPENSES - Biodegradable Disposable Cups	-	202.64		
549	INV PRAUG2024-1	30/07/2024	General Credit Card Purchases	ADMIN - TRAINING & DEVELOPMENT - 2024 Regional Club Development Conference & Booking Fee	41.50			
550	INV PRAUG2024-2	31/07/2024	General Credit Card Purchases	LIB - GENERAL OFFICE EXPENSES - Biodegradable Disposable Cups	161.14			
551	DD10555.2	07/08/2024	General Credit Card Purchases	LIB - EVENT CATERING - Groceries For High Tea & Other Activities of the Library	-	42.41		
552	INV PRAUG2024-3	07/08/2024	General Credit Card Purchases	LIB - EVENT CATERING - Groceries For High Tea & Other Activities of the Library	42.41			
553	DD10555.3	08/08/2024	General Credit Card Purchases	LIB - POSTAGE & FREIGHT - Parcel Post x2	-	25.90		
554	INV PRAUG2024-4	08/08/2024	General Credit Card Purchases	LIB - POSTAGE & FREIGHT - Parcel Post x2	25.90			
555	DD10555.4	12/08/2024	General Credit Card Purchases	CHCP - CLIENT PURCHASES - Memory Lost Reminder Clock x6	-	598.98		
556	INV PRAUG2024-5	12/08/2024	General Credit Card Purchases	CHCP - CLIENT PURCHASES - Memory Lost Reminder Clock x6	598.98			
557	DD10555.5	15/08/2024	General Credit Card Purchases	CHSP & CHCP - TRAINING & DEVELOPMENT - Dementia Symposium - Staff Training	-	320.00	L	PF
558	INV PRAUG2024-6	15/08/2024	General Credit Card Purchases	CHSP & CHCP - TRAINING & DEVELOPMENT - Dementia Symposium - Staff Training	320.00			
559	DD10555.6	22/08/2024	General Credit Card Purchases	LIB - POSTAGE & FREIGHT - Parcel Post x1	-	10.95		
560	INV PRAUG2024-7	22/08/2024	General Credit Card Purchases	LIB - POSTAGE & FREIGHT - Parcel Post x1	10.95			
561	DD10561.1	30/07/2024	General Credit Card Purchases	ADMIN - RECRUITMENT - Coffee with Potential Candidate For EMCCS	-	40.92	L	
562	INV DSAUG2024-1	30/07/2024	General Credit Card Purchases	ADMIN - SUBSCRIPTIONS AND MEMBERSHIPS - Monthly Subscription Adobe Express August 2024	28.99			
563	INV DSAUG2024-2	30/07/2024	General Credit Card Purchases	ADMIN - RECRUITMENT - Coffee with Potential Candidate For EMCCS	11.93			
564	DD10561.2	21/08/2024	General Credit Card Purchases	ADMIN - ADVERTISING - Advertising Corporate Service Coordinator	-	399.60		
565	INV DSAUG2024-10	21/08/2024	General Credit Card Purchases	NO01 TOYOTA HILUX 4X4 2.8L DSL D/C - Plate Change 1HHP818 - N001	31.10			
566	INV DSAUG2024-11	21/08/2024	General Credit Card Purchases	ADMIN - ADVERTISING - Advertising Corporate Service Coordinator	368.50			
567	DD10561.3	22/08/2024	General Credit Card Purchases	PLANT - Plate Change	-	62.20		
568	INV DSAUG2024-12	22/08/2024	General Credit Card Purchases	PLANT - Plate Change	62.20			
569	DD10561.4	27/08/2024	General Credit Card Purchases	NO01 TOYOTA HILUX 4X4 2.8L DSL D/C - Plate Change 1HHP818 - N001	-	19.40		
570	INV DSAUG2024-13	27/08/2024	General Credit Card Purchases	NO01 TOYOTA HILUX 4X4 2.8L DSL D/C - Plate Change 1HHP818 - N001	19.40			
571	DD10561.5	01/08/2024	General Credit Card Purchases	MEMBERS - OTHER EXPENSES - x2 Coffee Meeting - SP & CEO	-	9.80		

		Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
572	INV DSAUG2024-3	01/08/2024	General Credit Card Purchases	MEMBERS - OTHER EXPENSES - x2 Coffee Meeting - SP & CEO	9.80			
573	DD10561.6	02/08/2024	General Credit Card Purchases	MEMBERS - OTHER EXPENSES - Lunch Meeting - SP & CEO	-	55.80		
574	INV DSAUG2024-4	02/08/2024	General Credit Card Purchases	MEMBERS - OTHER EXPENSES - Lunch Meeting - SP & CEO	55.80			
575	DD10561.7	09/08/2024	General Credit Card Purchases	MEMBERS - OTHER EXPENSES - Coffee Meeting with Coordinator at NDVC	-	13.90		
576	INV DSAUG2024-5	09/08/2024	General Credit Card Purchases	MEMBERS - OTHER EXPENSES - Coffee Meeting with Coordinator at NDVC	13.90			
577	DD10561.8	05/08/2024	General Credit Card Purchases	ADMIN - RECRUITMENT - Coffee for Potential Candidate for EMCCS Role	-	11.00		
578	INV DSAUG2024-6	05/08/2024	General Credit Card Purchases	ADMIN - RECRUITMENT - Coffee for Potential Candidate for EMCCS Role	11.00			
579	DD10561.9	08/08/2024	General Credit Card Purchases	FIRE PREVENTION/BURNING/CONTROL - Monthly Charges for SMS Account July 2024	-	17.78		
580	INV DSAUG2024-7	08/08/2024	General Credit Card Purchases	FIRE PREVENTION/BURNING/CONTROL - Monthly Charges for SMS Account July 2024	17.78			
581	DD10568.1	28/08/2024	General Credit Card Purchases	INVEST - BANK FEES AND CHARGES (EXC GST) - August 2024 Interest	-	31.54		
582	INV AUGFEES	28/08/2024	General Credit Card Purchases	INVEST - BANK FEES AND CHARGES (EXC GST) - August 2024 Interest	31.54			
583	DD10561.10	12/08/2024	General Credit Card Purchases	ADMIN - ADVERTISING - Advertising - Customer Service Officer	-	423.50		
584	INV DSAUG2024-8	12/08/2024	General Credit Card Purchases	ADMIN - ADVERTISING - Advertising - Customer Service Officer	423.50			
585	DD10561.11	20/08/2024	General Credit Card Purchases	ADMIN - SUBSCRIPTIONS AND MEMBERSHIPS - 2x ChatGPT Team Subscription	-	901.31		
586	INV 2140521	20/08/2024	General Credit Card Purchases	ADMIN - SUBSCRIPTIONS AND MEMBERSHIPS - 2x ChatGPT Team Subscription	901.31			
Credit Card Total					6,472.48			

Payroll

	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
		PAYROLL			358869.98		
Pay 27		PAYROLL	Pay 27 - 9/09/2024	174,579.66			
Pay 28		PAYROLL	Pay 28 - 23/9/2024	184,290.32			
Credit Card Total					358,869.98		

ABBREVIATIONS		Cheque Total (Less TD)	360.00	0.025%
PF	Partially Funded	EFT Total*	1,006,222.63	69.305%

	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
	I	Insurance		Direct Debit Total	431,889.56		29.747%
	F	Funded		Credit Card Total	6,472.48		0.446%
	L	Local Supplier		Trust Total	-		
	R	Recoverable		Coles Card Total	709.96		0.049%
	PR	Partially Recoverable		Fuel Cards Total	6,215.67		0.428%
	G	Grant		Subtotal	1,451,870.30		100.00%
				Term Deposits (TD)	-		
				Payroll Total*	358,869.98		24.718%
				Subtotal	358,869.98		
			* Please note Payroll totals	Synergy List of Accounts - Municipal Bank Account	1,451,870.30		100.00%
				Synergy List of Accounts -Trust Bank Account	-		
				Payroll	358,869.98		
				Variance	-		
			Local Suppliers	28,689.37		1.98%	
			Employees	358,869.98		24.72%	
			Combined Total	387,559.35		26.69%	

Pay Date	Nett Paid
Pay 27 - 9/09/2024	174,579.66
Pay 28 - 23/9/2024	184,290.32
Total	358,869.98

Credit Notes processed in the previous period already reported -	3,144.76
Credit Notes not showing in Report -	3,440.26
Accounts already reported showing in September report -	4,038.26

10.3.2 SCHEDULE OF ACCOUNTS PAID – OCTOBER 2024

File Reference	12.1.1
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interest that requires disclosure.
Applicant	Nil
Previous Item Numbers	Nil
Date	18 November 2024
Author	Therese Walker - Manager Corporate Services
Authorising Officer	Dale Stewart - Chief Executive Officer
Attachments	
1. Schedule of Accounts Paid – October 2024	

Summary

The Council is requested to note the payments as presented in the Schedule of Accounts Paid for October 2024.

Background

Pursuant to the Local Government Act 1995, Section 6.8 (2)(b), where expenditure has been incurred by a local government, it is to be reported to the next Ordinary Meeting of Council.

Consultation

Consultation has been undertaken with the Chief Executive Officer and Finance Officer - Creditors.

Statutory Environment

Local Government Act 1995, Section 6.8 (2)(b) and Local Government (Financial Management) Regulations 1996, clause 13 relates.

Policy Implications

The Council's Policy Manual contains no policies that relate and nor are there any proposed.

Sustainability & Climate Change Implications

Environmental – There are no known environmental implications.

Economic – There are no known economic implications.

Social – There are no known social implications.

Financial Implications

All expenditure has been approved via adoption of the 2024/25 Annual Budget or resulting from a Council resolution.

Strategic Implications

Shire of Narrogin Strategic Community Plan 2017-2027:	
Objective	4. Civic Leadership Objective (Continually enhance the Shire's organisational capacity to service the needs of a growing community)
Objective	4.1 An efficient and effective organisation

Risk Implications

Risk	Risk Likelihood	Risk Impact / Consequence	Risk Rating	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
Failure to present a detailed listing of payments in the prescribed form would result in non-compliance with the Local Government (Financial Management) Regulations 1996, clause 13, which may result in a qualified audit	Rare (1)	Minor (2)	Low (1-4)	Compliance Requirements	Accept Officer Recommendation

Risk Matrix

Consequence		Insignificant	Minor	Moderate	Major	Catastrophic
Likelihood		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives; work health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating of two (2) has been determined for this item. Any items with a risk rating of 10 or greater (considered to be high or extreme risk) will be added to the Risk Register, and any item with a risk rating of 16 or greater will require a specific risk treatment plan to be developed.

Comment/Conclusion

The Schedule of Accounts Paid for October 2024 is presented to the Council for notation.

Below is a summary of activity:

As at 31 October 2024 Payments		
Payment Type	\$	%
Cheque	1,165.75	0.07
EFT (Incl. Payroll)	1,252,525.24	79.78
Direct Debit	300,007.42	19.11
Credit Card	9,580.93	0.61
Fuel Card	5,789.51	0.37
Store Cards	891.37	0.06
Total Payments	1,569,960.22	100.00

Regional	\$	%
Non	977,113.77	62.24
Local Suppliers	233,600.17	14.88
Payroll	359,246.26	22.88
Total	1,569,960.22	100.00

Voting Requirements

Simple Majority

OFFICERS' RECOMMENDATION & COUNCIL RESOLUTION 271124.04

Moved: Cr Broad

Seconded: Cr Bartron

That with respect to the Schedule of Accounts Paid for October 2024, Council note the Reports as presented.

CARRIED 7/0

For: President Ballard, Cr Broad, Cr Fisher, Cr Bartron, Cr Pomykala, Cr Wiese, Cr McNab

Against: Nil

Accounts Paid - October 2024

	Cheque Payments	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
1	761	18/10/2024	Shire Of Narrogin - Petty Cash-admin			683.4		
2	INV HCSEPT24	17/10/2024	Shire Of Narrogin - Petty Cash-admin	HEMOCARE - Reimbursement of Petty Cash Aug - Sept 2024	683.4			
3	762	18/10/2024	Shire Of Narrogin - Petty Cash-admin			482.35		
4	INV CATS-SEPT24	30/09/2024	Shire Of Narrogin - Petty Cash-admin	Shire Of Narrogin - Petty Cash-admin	198.00			
5	INV ADMINPC24	18/10/2024	Shire Of Narrogin - Petty Cash-admin	HEMOCARE - Reimbursement of Petty Cash Aug - Sept 2024	284.35			
					Cheque Total \$	1,165.75		

	EFT Payments	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
6	EFT24039	10/10/2024	East Narrogin Primary School			75		
7	INV 250924	25/09/2024	East Narrogin Primary School	MEMBERS - DONATIONS TO COMMUNITY GROUPS - Donation To Annual School Awards	75			
8	EFT24040	10/10/2024	Best Office Systems			2886.45	L	
9	INV 636401	13/09/2024	Best Office Systems	OTHUL - AUSTRALIA DAY - Citizen of the Year Award Posters	76			
10	INV 636400	13/09/2024	Best Office Systems	OTHUL - AUSTRALIA DAY - Poster Citizen of the Year A3 Size	76			
11	INV 637003	26/09/2024	Best Office Systems	VARIOUS DEPARTMENTS - Printing Charges September 2024	2674.45			
12	INV 637300	01/10/2024	Best Office Systems	FIRE - PRINTING & STATIONERY - A2 Copies of Fire Maps Cuablling and Poppanyinning	60			
13	EFT24041	10/10/2024	Synergy			6300.85		
14	INV 2098114230	12/08/2024	Synergy	LIBRARY BUILDING OPERATIONS - Electricity Charges 13/06/2024 - 09/08/2024	566.04			
15	INV 2066193995	22/08/2024	Synergy	ARTS NARROGIN & GYMNASICS 105 FEDERAL STREET - Electricity Charges 21/06/24 - 19/08/24	622			
16	INV 2058198469	26/08/2024	Synergy	NRLC - UTILITY - ELECTRICITY - Electricity Charges 10/07/24 - 13/08/24 - Adjustment	1161.65			
17	INV 2046219393	11/09/2024	Synergy	CARAVAN PARK GENERAL MAINTENANCE/OPERATIONS - Electricity Charges 14/08/24 - 10/09/24	2881.04			
18	INV 2042225028	25/09/2024	Synergy	JOHN HIGGINS COMMUNITY COMPLEX BUILDING OPERATIONS - Electricity Charges 22/08/24 - 19/09/24	1070.12			
19	EFT24042	10/10/2024	Narrogin Packaging			182.15	L	PF
20	INV 00089732	04/09/2024	Narrogin Packaging	CARAVAN PARK GENERAL MAINTENANCE/OPERATIONS - Mop Heads	59.8			
21	INV 00089815	11/09/2024	Narrogin Packaging	HIGHBURY PUBLIC TOILETS OPERATIONS - Toilet Supplies	122.35			
22	EFT24043	10/10/2024	Great Southern Fuels			27303.66	L	
23	INV D2190932	10/09/2024	Great Southern Fuels	STOCK - PURCHASE OF STOCK MATERIALS - Deliver 16,000L Diesel	26017.9			
24	INV 19017951	17/09/2024	Great Southern Fuels	ROADM - WORKSHOP/DEPOT EXPENSED EQUIPMENT - Supply 205L Drum Hydraulic Oil	1285.76			

	Cheque Payments	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
25	EFT24044	10/10/2024	Water Corporation			69.92		
26	INV 9007713418	05/08/2024	Water Corporation	LIBRARY BUILDING OPERATIONS - Water Usage (date unspecified)	52.72			
27	INV 9007721063	07/08/2024	Water Corporation	WASTE FACILITIES BUILDING OPERATIONS - Water Charges 04/06/2024 - 06/08/2024	17.2			
28	EFT24045	10/10/2024	Leigh Norman Ballard			12506.25		
29	INV 20240930	30/09/2024	Leigh Norman Ballard	MEMBERS - PRESIDENT'S ALLOWANCE & SITTING FEES - 01/07/24 - 30/09/2024	12506.25			
30	EFT24046	10/10/2024	Kleenheat Gas			322.08		
31	INV 460481	10/09/2024	Kleenheat Gas	JOHN HIGGINS COMMUNITY COMPLEX BUILDING OPERATIONS - 4 x 45kg Gas Cylinder	161.04			
32	INV 4604390	10/09/2024	Kleenheat Gas	TOWN HALL (FEDERAL ST) BUILDING OPERATIONS - 4 x 45kg Gas Cylinder	161.04			
33	EFT24047	10/10/2024	Makit Narrogin Hardware			51.6	L	
34	INV 116066	18/07/2024	Makit Narrogin Hardware	VARIOUS DEPARTMENTS - Maintenance Supplies	51.6			
35	EFT24048	10/10/2024	Landgate			97.5		
36	INV 396551	29/08/2024	Landgate	PLAN - TITLE/COMPANY SEARCHES - Rural UV Interim Valuation	47.18			
37	INV 397379	24/09/2024	Landgate	PLAN - TITLE/COMPANY SEARCHES - Gross Rental Valuation	50.32			
38	EFT24049	10/10/2024	Westrac Pty Ltd			631.38		
39	INV PI0111927	19/09/2024	Westrac Pty Ltd	NO237 2020 CATERPILLAR CW34NN RUBBER TYRED - Supply Service Filters	631.38			
40	EFT24050	10/10/2024	It Vision			831.6		
41	INV INITV41668	18/09/2024	It Vision	ADMIN - INFORMATION SYSTEMS - Altus Payroll Award Setup	554.4			
42	INV INITV41686	30/09/2024	It Vision	ADMIN - INFORMATION SYSTEMS - Reverse Asset Disposal	277.2			
43	EFT24051	10/10/2024	Narrogin Betta Home Living			2646		
44	INV 25710095215	09/09/2024	Narrogin Betta Home Living	CARAVAN PARK GENERAL MAINTENANCE/OPERATIONS - Hisense LED TV	695			

	Cheque Payments	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
45	INV 25710095706	27/09/2024	Narrogin Betta Home Living	ADMIN - OFFICE EQUIPMENT MTCE - Purchase, Delivery and Installation of Workstation Finance Department x2	1951			
46	EFT24052	10/10/2024	Narrogin Glass & Quick Fit Windscreens			1882.81		
47	INV 00063251	20/09/2024	Narrogin Glass & Quick Fit Windscreens	2021 ISUZU Outlander EXCCED 2.4L ONO - Supply and Fit Windscreen	1882.81			
48	EFT24053	10/10/2024	Great Southern Waste Disposal			102411.43	L	
49	INV IV00000003073	13/08/2024	Great Southern Waste Disposal	WASTE COLLECTION SERVICES - July 2024	49149.98			
50	INV IV000000003106	10/09/2024	Great Southern Waste Disposal	WASTE COLLECTION SERVICES - August 2024	53261.45			
51	EFT24054	10/10/2024	Public Transport Authority			1309.02		
52	INV RCTIFEB24	29/02/2024	Public Transport Authority	ECONOM - TRANSWA COMMISSION - TRANSWA Commission February 2024	463.35			
53	INV RCTIAUG24	01/08/2024	Public Transport Authority	ECONOM - TRANSWA COMMISSION - TRANSWA Commission August 2024	390.75			
54	INV RCTISEPT24	01/10/2024	Public Transport Authority	TRANSWA - AGENT LIABILITY - TRANSWA Commission September 2024	454.92			
55	EFT24055	10/10/2024	Octave Holdings Pty Ltd T/as Narrogin Toyota, Mazda & Narrogin Sthil			290	L	
56	INV JC24044057	20/09/2024	Octave Holdings Pty Ltd T/as Narrogin Toyota, Mazda & Narrogin Sthil	2023 TOYOTA HILUX DUAL CAB - SENIOR RANGER - 25,000 km Service	290			
57	EFT24056	10/10/2024	Air Response			1509.34	L	
58	INV 158042A	06/09/2024	Air Response	ADMIN OFFICE BUILDING MAINTENANCE - Steri Clean Cassette System	240			
59	INV 157735A	01/07/2024	Air Response	ADMIN OFFICE BUILDING MAINTENANCE - New PC Board for EMDRS Aircon	1269.34			
60	EFT24057	10/10/2024	Narrogin Gasworx			105.72	L	F
61	INV 80656	26/09/2024	Narrogin Gasworx	CHCP - CLIENT PURCHASES - Mobility Aids	105.72			
62	EFT24058	10/10/2024	Narrogin Amcal Chemist			239.9	L	F
63	INV 1117185	30/09/2024	Narrogin Amcal Chemist	CHCP - CLIENT PURCHASES - Pressure Stockings	239.9			
64	EFT24059	10/10/2024	Local Government Professionals Australia WA			50		
65	INV 41193	19/09/2024	Local Government Professionals Australia WA	ADMIN - TRAINING & DEVELOPMENT - Young Professionals Advisory Board Webinar	50			
66	EFT24060	10/10/2024	Farmers Centre (Narrogin) Pty Ltd			592.15	L	

	Cheque Payments	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
67	INV 93052	04/09/2024	Farmers Centre (Narrogin) Pty Ltd	NO4719 2020 JOHN DEERE 620G GRADER - 2x New Hydraulic Hose	592.15			
68	EFT24061	10/10/2024	Bob Waddell & Associates Pty Ltd			10032		
69	INV 4146	16/09/2024	Bob Waddell & Associates Pty Ltd	ADMIN - CONSULTANTS - Outsourcing Finance - 24/25 Budget, Asset & FBT Assistance	9592			
70	INV 4158	23/09/2024	Bob Waddell & Associates Pty Ltd	ADMIN - CONSULTANTS - Outsourcing Finance - August Financials	440			
71	EFT24062	10/10/2024	Melchiorre Plumbing & Gas			2411.2	L	
72	INV 4770MPG	15/08/2024	Melchiorre Plumbing & Gas	CARAVAN PARK ABLUTION BLOCK (NEW) BUILDING MAINTENANCE - Materials & Labour	227.7			
73	INV 4927MPG	20/09/2024	Melchiorre Plumbing & Gas	CHSP - BUILDING MAINTENANCE - Assessment and Replacement of Hot Water System	2051.5			
74	INV 4960MPG	30/09/2024	Melchiorre Plumbing & Gas	48A GRANT ST - MAINTENANCE - Plumbing Works	132			
75	EFT24063	10/10/2024	Department of Mines, Industry Regulation and Safety			113.3		
76	INV 01102024	01/10/2024	Department of Mines, Industry Regulation and Safety	BSL LEVY - PAYMENTS - Payment of BSL	113.3			
77	EFT24064	10/10/2024	Narrogin Pumps Solar And Spraying			36.74	L	
78	INV 00060195	05/09/2024	Narrogin Pumps Solar And Spraying	SMALL PLANT - Fittings For Spray Bar	36.74			
79	EFT24065	10/10/2024	Clive Malcolm Bartron			2727		
80	INV 20240930	30/09/2024	Clive Malcolm Bartron	MEMBERS - MEMBERS SITTING FEES - 01/07/2024 - 30/09/2024	2727			
81	EFT24066	10/10/2024	Allworks Civil			100	L	
82	INV 00231	27/09/2024	Allworks Civil	ROAD MAINTENANCE GENERAL EXPENSES - Line Marking - Ensign Street	100			
83	EFT24067	10/10/2024	Murray John Fisher			2642		
84	INV 20240930	30/09/2024	Murray John Fisher	MEMBERS - MEMBERS SITTING FEES - 01/07/2024 - 30/09/2024	2642			
85	EFT24068	10/10/2024	Independence Australia Group			1715.47		
86	INV 82416229.01	19/09/2024	Independence Australia Group	CHCP - CLIENT PURCHASES - Continence Aids	155.65			
87	INV 82416194.01	19/09/2024	Independence Australia Group	CHCP - CLIENT PURCHASES - Continence Aids	176.4			
88	INV 82429242.01	26/09/2024	Independence Australia Group	CHCP - CLIENT PURCHASES - Continence Products	321.6			
89	INV 82429252.01	26/09/2024	Independence Australia Group	CHCP - CLIENT PURCHASES - Continence Products	390.4			
90	INV 82429232.01	26/09/2024	Independence Australia Group	CHCP - CLIENT PURCHASES - Continence Products	420.62			
91	INV 82431418.01	26/09/2024	Independence Australia Group	CHCP - CLIENT PURCHASES - Continence Products	250.8			
92	EFT24069	10/10/2024	Planning Institute Of Australia Ltd			570		
93	INV 177149	02/10/2024	Planning Institute Of Australia Ltd	PLAN - TRAINING & DEVELOPMENT - Planning Law Seminar	570			
94	EFT24070	10/10/2024	Timothy Robert Wiese			2727		
95	INV 20240930	30/09/2024	Timothy Robert Wiese	MEMBERS - MEMBERS SITTING FEES - 01/07/2024 - 30/09/2024	2727			

	Cheque Payments	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
96	EFT24071	10/10/2024	Southpoint Nominees Pty Ltd T/as Acrementis South West (WA)			1540		
97	INV 2408009284.1	22/08/2024	Southpoint Nominees Pty Ltd T/as Acrementis South West (WA)	OTHGOV - VALUATION EXPENSES - Vacant Land Valuation	1540			
98	EFT24072	10/10/2024	Narrogin Skip Bin Service			215.6	L	
99	INV INV-2234	15/03/2024	Narrogin Skip Bin Service	LYDEKER DEPOT BUILDING MAINTENANCE - Disposal of Skip Bin Contents	215.6			
100	EFT24073	10/10/2024	Narrogin Auto Centre			24071.5	L	
101	INV 24997	19/09/2024	Narrogin Auto Centre	BUILDING SURVEYOR VEHICLE - Purchase New Mitsubishi Elcipse Cross & Proceeds of Disposal	24071.5			
102	EFT24074	10/10/2024	The White Family Trust T/a Narrogin Valley Stockfeed			522	L	
103	INV NVS126288	22/12/2023	The White Family Trust T/a Narrogin Valley Stockfeed	LIONS PARK UPGRADE INCLUDING DISABILITY FRIENDLY SWING - Red Wood Chips	300			
104	INV NVS145139	10/09/2024	The White Family Trust T/a Narrogin Valley Stockfeed	ANIMAL POUND OPERATIONS - Pound Supplies	222			
105	EFT24075	10/10/2024	Gary Scott Heil			479.3		
106	INV 300924	30/09/2024	Gary Scott Heil	SMALL PLANT - Reimbursment Of Various Items	479.3			
107	EFT24076	10/10/2024	Narrogin Revheads Inc			2500	L	
108	INV 236	01/10/2024	Narrogin Revheads Inc	OTHCUL - REV HEADS - In Kind Cash Donation	2500			
109	EFT24077	10/10/2024	Elgas			9339.47		
110	INV 0361073597	11/09/2024	Elgas	NRLC - UTILITY - GAS - Gas Supplied 5,519.0L	9339.47			
111	EFT24078	10/10/2024	New Cornwall Hotel			420	L	
112	INV 1811	13/09/2024	New Cornwall Hotel	MEMBERS - CIVIC FUNCTIONS, REFRESHMENTS & RECEPTIONS - MBS Catering 11/09/24	420			
113	EFT24079	10/10/2024	Earl Street Physiotherapy			85	L	F

	Cheque Payments	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
114	INV 0047069	18/09/2024	Earl Street Physiotherapy	CHCP - CLIENT PURCHASES - Standard Physio Consultation	85			
115	EFT24080	10/10/2024	Graham Kenneth Broad			4271.19		
116	INV 20240930	30/09/2024	Graham Kenneth Broad	MEMBERS - DEPUTY PRESIDENT'S ALLOWANCE & SITTING FEES - 01/07/2024 - 30/09/2024	4271.19			
117	EFT24081	10/10/2024	Surgical House Pty Ltd			221.03		
118	INV A958603	26/09/2024	Surgical House Pty Ltd	CHCP - CLIENT PURCHASES - Supplements & Delivery Charge	221.03			
119	EFT24082	10/10/2024	Epic Fire Solutions T/As MCG Fire Services			6245.47		
120	INV INV-4031	03/09/2024	Epic Fire Solutions T/As MCG Fire Services	TOWN HALL BUILDING MAINTENANCE - Monthly FDAS Testing Fire Control Panel	324.5			
121	INV INV-4049	05/09/2024	Epic Fire Solutions T/As MCG Fire Services	ADMIN OFFICE BUILDING MAINTENANCE - Fire & Emergency Site Services	5920.97			
122	EFT24083	10/10/2024	Narrogin Auto Electrics			1298.21	L	
123	INV 268247	16/08/2024	Narrogin Auto Electrics	00NGN TOYOTA HILUX 4X4 2.4L DSL DUAL CAB - Remove Worklights, 2 Way Radio and Light Bar	187.5			
124	INV 268248	19/08/2024	Narrogin Auto Electrics	1NO 2022 TOYOTA HILUX 4X4 2. 4L DSL DUAL CAB - Remove Two Way, Amber Flashing Lights, Light Bar and Refit To New H	187.5			
125	INV 268250	26/08/2024	Narrogin Auto Electrics	1NO 2022 TOYOTA HILUX 4X4 2. 4L DSL DUAL CAB - Remove Two Way, Amber Flashing Lights, Light Bar and Refit To New H	923.21			
126	EFT24084	10/10/2024	Kaata-Koorliny Employment & Enterprise Development Aboriginal Corp (KEEDAC)			540	L	
127	INV 00004247	04/10/2024	Kaata-Koorliny Employment & Enterprise Development Aboriginal Corp (KEEDAC)	OTHCUL - INDIGENOUS CULTURAL EVENTS - Accommodation For NAIDOC Events 2024	540			
128	EFT24085	10/10/2024	Integrated ICT			215.71		
129	INV 34315	27/09/2024	Integrated ICT	ADMIN - INFORMATION SYSTEMS - Exclaimer Signature Cloud September 2024	215.71			
130	EFT24086	10/10/2024	Lite n' Easy Pty Ltd			627.83		
131	INV 7654047	24/09/2024	Lite n' Easy Pty Ltd	CHCP - CLIENT PURCHASES - Lite n Easy Meals	106.53			
132	INV 7674372	24/09/2024	Lite n' Easy Pty Ltd	CHCP - CLIENT PURCHASES - Lite n Easy Meals	116.02			
133	INV 7662956	24/09/2024	Lite n' Easy Pty Ltd	CHCP - CLIENT PURCHASES - Lite n Easy Meals	75.42			
134	INV 7674495	24/09/2024	Lite n' Easy Pty Ltd	CHCP - CLIENT PURCHASES - Lite n Easy Meals	133.52			
135	INV 7670107	24/09/2024	Lite n' Easy Pty Ltd	CHCP - CLIENT PURCHASES - Lite n Easy Meals	87.32			
136	INV 7674539	24/09/2024	Lite n' Easy Pty Ltd	CHCP - CLIENT PURCHASES - Lite n Easy Meals	109.02			

	Cheque Payments	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
137	EFT24087	10/10/2024	ITR Pacific Pty Ltd			1314.72		
138	INV 721059	16/09/2024	ITR Pacific Pty Ltd	VARIOUS VEHICLES - Supply 45x Scarifier Tips	1314.72			
139	EFT24088	10/10/2024	Roxanne Rae McNab			2642		
140	INV 20240930	30/09/2024	Roxanne Rae McNab	MEMBERS - MEMBERS SITTING FEES - 01/07/2024 - 30/09/2024	2642			
141	EFT24089	10/10/2024	Joshua John Pomykala			2642		
142	INV 20240930	30/09/2024	Joshua John Pomykala	MEMBERS - MEMBERS SITTING FEES - 01/07/2024 - 30/09/2024	2642			
143	EFT24090	10/10/2024	J Shed Ceramic Art Studio			7579		
144	INV 3-4-5	26/09/2024	J Shed Ceramic Art Studio	OTHCUL - ARTWORK COLLECTION - Repairs To Tables at Newton House	7579			
145	EFT24091	10/10/2024	The Royal Life Saving Society Australia			220		
146	INV RLSSWA INV2030	05/09/2024	The Royal Life Saving Society Australia	NRLC - LICENCES & SUBSCRIPTIONS - Swim School Digital Certificate Annual Subscription	220			
147	EFT24092	10/10/2024	Mark Furr			297		
148	INV 02102024	02/10/2024	Mark Furr	ADMIN - ALLOWANCES - Internet Allowance July - September 2024	297			
149	EFT24093	10/10/2024	Forms Express Pty Ltd			80.3		
150	INV 250744	06/08/2024	Forms Express Pty Ltd	RATES - PRINTING AND STATIONERY - Return Postage of Overstock ESL Brochures Rates Billing	27.5			
151	INV 250999	29/08/2024	Forms Express Pty Ltd	RATES - PRINTING AND STATIONERY - 100 Base Stock Rates Notices	52.8			
152	EFT24094	10/10/2024	Keeling Electrical Group Pty Ltd			127.31	L	
153	INV 1650	23/09/2024	Keeling Electrical Group Pty Ltd	CLAYTON ROAD OVAL BUILDINGS MAINTENANCE - Poultry Shed RCD Replacement	127.31			
154	EFT24095	10/10/2024	CSSTech Pty Ltd			840		
155	INV I0003794	13/09/2024	CSSTech Pty Ltd	ADMIN - TELEPHONE/MOBILE - Purchase of New Mobile Phone & Freight - Parks & Garden Team Leader	840			
156	EFT24096	10/10/2024	Goodyear Auto Care Narrogin			1720	L	
157	INV 103557	30/08/2024	Goodyear Auto Care Narrogin	2023 HINO 300S 716 WIDE CREW 4.0L T/D - NO4834 - Tyre Puncture Repair	62			
158	INV 103558	30/08/2024	Goodyear Auto Care Narrogin	NO4871 2014 JOHN DEERE 670G GRADER w/ TOP CON - Supply, Fit Tyre & Disposal	1560			
159	INV 103623	16/09/2024	Goodyear Auto Care Narrogin	NO4871 2014 JOHN DEERE 670G GRADER - Puncture Repair, O - Ring and Valve Base	98			

	Cheque Payments	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
160	EFT24097	10/10/2024	Narrogin Fruit Trading Pty Ltd			399.75	L	
161	INV INV-1095	13/09/2024	Narrogin Fruit Trading Pty Ltd	MEMBERS - CIVIC FUNCTIONS, REFRESHMENTS & RECEPTIONS - Meals for Community Chest Meeting	104.23			
162	INV INV-1095	13/09/2024	Narrogin Fruit Trading Pty Ltd	OTHCUL - AUSTRALIA DAY - Light Lunch x10 Persons	181.5			
163	INV 000F2024091657	16/09/2024	Narrogin Fruit Trading Pty Ltd	PWO - GENERAL OFFICE EXPENSES - Weekly Depot Order	50.72			
164	INV 000F2024091675	16/09/2024	Narrogin Fruit Trading Pty Ltd	ADMIN - GENERAL OFFICE EXPENSES - Weekly Office Order	63.3			
165	EFT24098	10/10/2024	PC Harley Family Trust (Narrogin Newsagency)			22.1	L	
166	INV SN00 1363 3107 2024	31/07/2024	PC Harley Family Trust (Narrogin Newsagency)	ADMIN - PRINTING & STATIONERY - Narrogin Observer July 2024	6.8			
167	INV SN00136331082024	31/08/2024	PC Harley Family Trust (Narrogin Newsagency)	ADMIN - PRINTING & STATIONERY - Newspaper August 2024	15.3			
168	EFT24099	10/10/2024	JH Computer Services			35446.4		
169	INV 003525-D01	28/06/2024	JH Computer Services	ADMIN - INFORMATION SYSTEMS - IT Contract Charges for July 2024	13578.4			
170	INV 004029-D01	30/08/2024	JH Computer Services	ADMIN - INFORMATION SYSTEMS - DATTO 12 Monthly Cost & Cyber Security Package	4510			
171	INV 004027-D01	30/08/2024	JH Computer Services	ADMIN - INFORMATION SYSTEMS - Microsoft 365 Premium Subscription August 2024	2046			
172	INV 004028-D01	30/09/2024	JH Computer Services	ADMIN - INFORMATION SYSTEMS - Microsoft 365 Premium Subscription Sept 2024	2046			
173	INV 004023-D01	30/09/2024	JH Computer Services	ADMIN - INFORMATION SYSTEMS - IT Contract Charges October 2024	13266			
174	EFT24100	10/10/2024	Harcher Distributors (Wa Distributors P/L)			276.8		
175	INV 981875	24/07/2024	Harcher Distributors (Wa Distributors P/L)	NRLC - GENERAL KIOSK SUPPLIES - Kiosk Stock	276.8			
176	EFT24101	10/10/2024	Coca Cola Euro Pacific			1583.19		
177	INV 0235034000	02/10/2024	Coca Cola Euro Pacific	NRLC - GENERAL KIOSK SUPPLIES - Kiosk Stock	1583.19			
178	EFT24102	10/10/2024	Lilly Simkins			300		
179	INV 160924	16/09/2024	Lilly Simkins	TOWN HALL FACILITIES BOND - PAYMENTS - Return of Bond - Townhall 13/09/24	300			
180	EFT24103	10/10/2024	Officeworks Ltd			1014.06		
181	INV 616206892	28/08/2024	Officeworks Ltd	NRLC - PROGRAM COSTS - School Holiday Program Supplies	403.61			
182	INV 616750813	27/09/2024	Officeworks Ltd	ADMIN - PRINTING & STATIONERY - A4, A3 Copy Paper and Delivery Fee	610.45			

	Cheque Payments	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
183	EFT24104	10/10/2024	PG & JD Forrest			3500	L	
184	INV 1209	17/09/2024	PG & JD Forrest	BUSHFIRE MITIGATION WORKS - Spraying Works	3500			
185	EFT24105	10/10/2024	WA Library Supplies & WA Ergo Supplies			221.55		
186	INV 00138987	07/08/2024	WA Library Supplies & WA Ergo Supplies	LIB - GENERAL OFFICE EXPENSES - Book Covering and Storage Supplies	221.55			
187	EFT24106	10/10/2024	Narrogin Central Bushfire Brigade			1500	L	
188	INV 1002	24/09/2024	Narrogin Central Bushfire Brigade	FIRE PREVENTION/BURNING/CONTROL - Payment For Prescribed Burn Conducted For DFES	1500			
189	EFT24107	10/10/2024	Narrogin Carpets & Curtains			836	L	
190	INV BO11531	03/08/2024	Narrogin Carpets & Curtains	CHCP - CLIENT PURCHASES - Supply and Install Matting	836			
191	EFT24108	10/10/2024	Monster Ball Amusements and Hire			2095.01		
192	INV 3526683B	02/10/2024	Monster Ball Amusements and Hire	OTHCUL - AUSTRALIA DAY - Family Fun Day Play Equipment	2095.01			
193	EFT24109	10/10/2024	Cleo Wiese			1000		
194	INV 02102024	02/10/2024	Cleo Wiese	OTHCUL- DONATIONS/SPONSORSHIPS - Sponsorship of Student for Irish Elective 2024	1000			
195	EFT24110	10/10/2024	Zoe Polglase			1000		
196	INV 02102024	02/10/2024	Zoe Polglase	OTHCUL- DONATIONS/SPONSORSHIPS - Sponsorship of Student for Irish Elective 2024	1000			
197	EFT24111	18/10/2024	Best Office Systems			19154.6	L	
198	INV 636761	20/09/2024	Best Office Systems	OTHCUL - AUSTRALIA DAY - Citizens of the Year Award Posters Advertising	16.8			
199	INV 637612	11/10/2024	Best Office Systems	REPLACEMENT PRINTER/COPIERS (NDVC, DEPOT, ADMIN OFFICE) - Supply, Deliver and Install New Hardware and Remove	19137.8			
200	EFT24112	18/10/2024	Synergy			16272.18		
201	INV 2046219392	11/09/2024	Synergy	NRLC - UTILITY - ELECTRICITY - Electricity Supplied 14/08/2024 - 10/09/2024	16272.18			
202	EFT24113	18/10/2024	Narrogin Packaging			1332.29	L	PF
203	INV 00089804	09/09/2024	Narrogin Packaging	CARAVAN PARK GENERAL MAINTENANCE/OPERATIONS - Cleaning & Toilet Supplies	1158.59			
204	INV 00089905	16/09/2024	Narrogin Packaging	NARROGIN SKATE PARK - Cleaning Materials	20			
205	INV 00089962	30/09/2024	Narrogin Packaging	LIB - GENERAL OFFICE EXPENSES - Cleaning Materials	153.7			
206	EFT24114	18/10/2024	Australia Post			663.85		
207	INV 1013544399	03/10/2024	Australia Post	VARIOUS DEPARTMENTS - Postage Charges September 2024	663.85			
208	EFT24116	18/10/2024	Water Corporation			871.01		
209	INV 9007713119	04/10/2024	Water Corporation	RAILWAY INSTITUTE HALL & OFFICE BUILDING OPERATIONS - Water Charges 02/08/24 - 03/10/24	212.34			
210	INV 9007731261	11/10/2024	Water Corporation	COMMUNITY GARDEN MAINTENANCE/OPERATIONS - Water Charges 12/08/24 - 10/10/24	390.74			
211	INV 9022879352	11/10/2024	Water Corporation	48A GRANT ST - OPERATIONS - Water Supplied 01/09/2024 - 31/10/2024	267.93			

	Cheque Payments	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
212	EFT24117	18/10/2024	Knightline Computers			70.85	L	
213	INV 00081983	27/08/2024	Knightline Computers	INO - YILLIMINNING ROCK CAMPING AREA - Portable Solar Panels & Attachments	70.85			
214	EFT24118	18/10/2024	Makit Narrogin Hardware			172.1	L	
215	INV 116128	19/08/2024	Makit Narrogin Hardware	NARROGIN SKATE PARK - Maintenance Supplies	172.1			
216	EFT24119	18/10/2024	Hancocks Home Hardware			18.9	L	PF
217	INV 490813	24/09/2024	Hancocks Home Hardware	SMALL PLANT - Supply Junction Box & Rubber Strap	18.9			
218	EFT24120	18/10/2024	Arts Narrogin Incorporated			328	L	
219	INV INV-2234	08/10/2024	Arts Narrogin Incorporated	OTHCUL - ARTWORK COLLECTION - Pantings x 2	328			
220	EFT24121	18/10/2024	Susan Farrell			200	L	
221	INV SEPT 2024	11/09/2024	Susan Farrell	CLEANING - Washing of Tea Towels. Tablecloths - Sept 2024	100			
222	INV 04	11/10/2024	Susan Farrell	MEMBERS - CIVIC FUNCTIONS, REFRESHMENTS & RECEPTIONS - Washing of Tea Towels	100			
223	EFT24122	18/10/2024	Narrogin Meals On Wheels			423	L	F
224	INV SEPT2-2014	04/10/2024	Narrogin Meals On Wheels	CHSP MEALS ON WHEELS COMMITTEE - Meals Delivered September 2024	423			
225	EFT24123	18/10/2024	Narrogin Nursery Cafe & Gallery			440.3	L	
226	INV 00003308	30/09/2024	Narrogin Nursery Cafe & Gallery	HIGHBURY TOWNSITE PARK MAINTENANCE/OPERATIONS - x17 Various Plants	440.3			
227	EFT24124	18/10/2024	RJ Smith Engineering			2108	L	
228	INV DI18928	12/08/2024	RJ Smith Engineering	NO2706 FOUR AXLE SIDE TIPPER TRAILER - Supply Air hose Clamps & 50mm Eyelet Toe Bush	6			
229	INV DI20157	26/09/2024	RJ Smith Engineering	NO2706 FOUR AXLE SIDE TIPPER TRAILER - Repair All Crack in Sub Frame	1925			
230	INV DI20152	26/09/2024	RJ Smith Engineering	NO2260 1994 THREE AXLE DOG TRAILER - Supply Only Tie Down Ratchet	105			
231	INV DI20293	30/09/2024	RJ Smith Engineering	LIONS PARK MAINTENANCE/OPERATIONS - New Gate Latch	72			
232	EFT24125	18/10/2024	PFD Food Services Pty Ltd			1061.45		
233	INV LN224759	25/09/2024	PFD Food Services Pty Ltd	NRLC - GENERAL KIOSK SUPPLIES - Kiosk Stock	555.15			
234	INV LN420045	15/10/2024	PFD Food Services Pty Ltd	NRLC - GENERAL KIOSK SUPPLIES - Kiosk Stock	506.3			
235	EFT24126	18/10/2024	Air Response			186.99	L	
236	INV 158005A	06/09/2024	Air Response	CHSP - BUILDING MAINTENANCE - Diagnose Faulty Duct Air Conditioning System	186.99			
237	EFT24127	18/10/2024	Narrogin Gasworx			687.2	L	F
238	INV 80361	17/09/2024	Narrogin Gasworx	NO1225 KOMATSU FG25T-12 FORKLIFT - Supply 2x15Kg Gas Cylinder	186.5			
239	INV 80818	02/10/2024	Narrogin Gasworx	CHCP - CLIENT PURCHASES - Antislip Floor Mat	150.7			
240	INV 80889	03/10/2024	Narrogin Gasworx	CHCP - CLIENT PURCHASES - Over Chair Table	350			

	Cheque Payments	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
241	EFT24128	18/10/2024	Farmers Centre (Narrogin) Pty Ltd			243.48	L	
242	INV 93160	18/09/2024	Farmers Centre (Narrogin) Pty Ltd	2019 JCB 5CX BACKHOE LOADER - Supply New Hydraulic Line & Fittings	121.74			
243	INV 93160	18/09/2024	Farmers Centre (Narrogin) Pty Ltd	2019 JCB 5CX BACKHOE LOADER - Supply New Hydraulic Line & Fittings Plus	121.74			
244	EFT24129	18/10/2024	Narrogin Chamber Of Commerce			200	L	
245	INV INV-0294	26/09/2024	Narrogin Chamber Of Commerce	MEMBERS - CIVIC FUNCTIONS, REFRESHMENTS & RECEPTIONS - Staff Gratuity	100			
246	INV INV-0293	26/09/2024	Narrogin Chamber Of Commerce	MEMBERS - CIVIC FUNCTIONS, REFRESHMENTS & RECEPTIONS - Staff Gratuity	100			
247	EFT24130	18/10/2024	Steele's Guns & Outdoors			240	L	F
248	INV 103347	13/09/2024	Steele's Guns & Outdoors	PWO - WORKS - PROTECTIVE CLOTHING - 1x Safety Boots	240			
249	EFT24131	18/10/2024	Daimler Trucks Perth			345.8		
250	INV XA980063714:01	26/09/2024	Daimler Trucks Perth	NGN830 2017 FUSO FIGHTER 8T TIP TRUCK - Supply Service Filters	345.8			
251	EFT24132	18/10/2024	United Security Enforcement Corporation			158.4		
252	INV 00013289	02/09/2024	United Security Enforcement Corporation	SECURITY SYSTEM - Alarm Response	158.4			
253	EFT24133	18/10/2024	Independence Australia Group			111.6		
254	INV 82442773.01	04/10/2024	Independence Australia Group	CHCP - CLIENT PURCHASES - Continence Aids	111.6			
255	EFT24134	18/10/2024	Lotex Filter Cleaning Service			68.74		
256	INV 00010738	08/08/2024	Lotex Filter Cleaning Service	POC - PARTS & REPAIRS - August Filter Clean	68.74			
257	EFT24135	18/10/2024	Narrogin Tyrepower			53.5	L	
258	INV 110280	24/09/2024	Narrogin Tyrepower	NGN830 2017 FUSO FIGHTER 8T TIP TRUCK - Puncture Repair	53.5			
259	EFT24136	18/10/2024	Telair Pty Ltd			1659.97		
260	INV TA10781-063	30/09/2024	Telair Pty Ltd	VARIOUS DEPARTMENTS - Telephone Charges Septemeber 2024	1659.97			
261	EFT24137	18/10/2024	The White Family Trust T/a Narrogin Valley Stockfeed			199.9	L	
262	INV NVS143608	21/08/2024	The White Family Trust T/a Narrogin Valley Stockfeed	INO - YILLIMINNING ROCK CAMPING AREA - Replacement of 9kg Gas Bottles	199.9			
263	EFT24138	18/10/2024	Office Of Regional Architecture Pty Ltd			737		
264	INV 00000477	30/09/2024	Office Of Regional Architecture Pty Ltd	NRLC ARCHITECTURAL CONCEPT PLANNING - Concept Plan Presentation & Briefing	737			
265	EFT24139	18/10/2024	Elgas			21660.67		
266	INV 0361073504	20/09/2024	Elgas	NRLC - UTILITY - GAS - Gas Supplied 7,300L	12353.35			
267	INV 0361970180	26/09/2024	Elgas	NRLC - UTILITY - GAS - 5,500.0L Gas Supplied	9307.32			
268	EFT24140	18/10/2024	Earl Street Physiotherapy			85	L	F
269	INV 0047362	02/10/2024	Earl Street Physiotherapy	CHCP - CLIENT PURCHASES - Standard Physio Consultation	85			

	Cheque Payments	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
270	EFT24141	18/10/2024	Narrogin Podiatry			165	L	F
271	INV 0017081	01/10/2024	Narrogin Podiatry	CHCP - CLIENT PURCHASES - Standard Podiatry Consultation	82.5			
272	INV 0017253	08/10/2024	Narrogin Podiatry	CHCP - CLIENT PURCHASES - Standard Podiatry Consultation	82.5			
273	EFT24142	18/10/2024	Epic Fire Solutions T/As MCG Fire Services			11000		
274	INV INV-4137	08/10/2024	Epic Fire Solutions T/As MCG Fire Services	NRLC UPGRADE WORKS - Upgrade to Foyer, Pool Area Speakers and Cable for Fire Panel	11000			
275	EFT24143	18/10/2024	Narrogin Auto Electrics			1171.4	L	
276	INV 268249	29/08/2024	Narrogin Auto Electrics	00ONGN TOYOTA HILUX 4x4 2.4L DSL DUAL CAB - Fit Worklights, 2 Way Radio, Supply & Fit New Light Bar	1171.4			
277	EFT24144	18/10/2024	Lite n' Easy Pty Ltd			601.34		
278	INV 7684231	01/10/2024	Lite n' Easy Pty Ltd	CHCP - CLIENT PURCHASES - Lite n Easy Meals	148.22			
279	INV 7683804	01/10/2024	Lite n' Easy Pty Ltd	CHCP - CLIENT PURCHASES - Lite n Easy Meals	109.02			
280	INV 7664922	01/10/2024	Lite n' Easy Pty Ltd	CHCP - CLIENT PURCHASES - Lite n Easy Meals	106.53			
281	INV 7664944	01/10/2024	Lite n' Easy Pty Ltd	CHCP - CLIENT PURCHASES - Lite n Easy Meals	75.42			

	Cheque Payments	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
282	INV 7642236	01/10/2024	Lite n' Easy Pty Ltd	CHCP - CLIENT PURCHASES - Lite n Easy Meals	162.15			
283	EFT24145	18/10/2024	Roxanne Rae McNab			1000		
284	INV 15102024	15/10/2024	Roxanne Rae McNab	MEMBERS - MEMBERS CONFERENCE/TRAINING EXPENSES - Reimbursement for Heritage Wine Bar	1000			
285	EFT24146	18/10/2024	Narrogin Rotary Club			1938	L	
286	INV 00000067	10/10/2024	Narrogin Rotary Club	OTHCUL- DONATIONS/SPONSORSHIPS - 2024 BBQ Festival	1938			
287	EFT24147	18/10/2024	Flight Plan Digital T/A Live Life Alarms			597		
288	INV 00251860	04/10/2024	Flight Plan Digital T/A Live Life Alarms	CHCP - CLIENT PURCHASES - Falls Alarm Watch	597			
289	EFT24148	18/10/2024	Public Libraries Western Australia Incorporated			300		
290	INV 7D79068BB4	07/10/2024	Public Libraries Western Australia Incorporated	LIB - SUBSCRIPTIONS & MEMBERSHIPS - PLWA Membership Renewal	300			
291	EFT24149	18/10/2024	Narrogin Fruit Trading Pty Ltd			462	L	
292	INV INV-1105	25/09/2024	Narrogin Fruit Trading Pty Ltd	MEMBERS - CIVIC FUNCTIONS, REFRESHMENTS & RECEPTIONS - Catering OCM 25 September 2024	462			
293	EFT24150	18/10/2024	PC Harley Family Trust (Narrogin Newsagency)			165.19	L	
294	INV SN00 1606 3108 2024	31/08/2024	PC Harley Family Trust (Narrogin Newsagency)	LIB - PRINTING & STATIONERY - Newspapers August	119.19			
295	INV SN00 1564 3108 2024	31/08/2024	PC Harley Family Trust (Narrogin Newsagency)	SOCIAL SUPPORT GROUP OTHER EXPENSES - Newspapers - Jessie House	46			
296	EFT24151	18/10/2024	Team Global Express Pty Ltd			414.34		
297	INV 0641-T740710	08/09/2024	Team Global Express Pty Ltd	VARIOUS DEPARTMENTS - Freight Charges	251.69			
298	INV 0642-T740710	22/09/2024	Team Global Express Pty Ltd	VARIOUS DEPARTMENTS - Freight Charges	162.65			
299	EFT24152	18/10/2024	Harcher Distributors (Wa Distributors P/L)			915.8		
300	INV 1002973	16/09/2024	Harcher Distributors (Wa Distributors P/L)	NRLC - GENERAL KIOSK SUPPLIES - Kiosk Stock	417.05			
301	INV 1009192	15/10/2024	Harcher Distributors (Wa Distributors P/L)	NRLC - GENERAL KIOSK SUPPLIES - Kiosk Stock	498.75			
302	EFT24153	18/10/2024	Perfect Gym Solutions			979.83		

	Cheque Payments	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
303	INV INV-11647	15/09/2024	Perfect Gym Solutions	NRLC - LICENCES & SUBSCRIPTIONS - Perfect Gym Prorata Mobile App - September 2024	72.33			
304	INV INV-11716	01/10/2024	Perfect Gym Solutions	NRLC - LICENCES & SUBSCRIPTIONS - Monthly Perfect Gym Package - October 2024	907.5			
305	EFT24154	18/10/2024	Coca Cola Euro Pacific			538.24		
306	INV 0235136509	16/10/2024	Coca Cola Euro Pacific	NRLC - GENERAL KIOSK SUPPLIES - Kiosk Stock	538.24			
307	EFT24155	18/10/2024	Rodney Johnson			170		
308	INV 171024	17/10/2024	Rodney Johnson	NRLC - TRAINING & DEVELOPMENT - First Aid Course	170			
309	EFT24156	18/10/2024	Western Australian Police Force			36		
310	INV 127091419	01/10/2024	Western Australian Police Force	VARIOUS DEPARTMENTS - x2 Driver Police Checks	36			
311	EFT24157	18/10/2024	Mable			259.08		
312	INV 794843100	09/10/2024	Mable	CHCP - CLIENT PURCHASES - Clinical Assessment	259.08			
313	EFT24158	18/10/2024	John Papas Trailers (Aust) Pty Ltd			10470		
314	INV 00091635	16/09/2024	John Papas Trailers (Aust) Pty Ltd	NEW TRACTOR HERBICIDE TRAILER - Supply New Trailer	10470			
315	EFT24159	18/10/2024	Tunstall Austalia Pty Ltd			27.45		
316	INV INV1174379	08/10/2024	Tunstall Austalia Pty Ltd	CHCP - CLIENT PURCHASES - Falls Alarm Sim Card Charge	27.45			
317	EFT24161	18/10/2024	Shire of Dumbleyung			1317		
318	INV 09102024	09/10/2024	Shire of Dumbleyung	SUSPENSE ACCOUNT - REFUND - Incorrect Charges to Dumbleyung Shire	1317			
319	EFT24162	18/10/2024	R.Smith			6730		
320	INV 38	01/10/2024	R.Smith	TOUR - PUBLIC RELATIONS & AREA PROMOTION - Narrogin Caravan Park Murals	3470			
321	INV 40	15/10/2024	R.Smith	TOUR - PUBLIC RELATIONS & AREA PROMOTION - Narrogin Caravan Park Murals	3260			
322	EFT24163	18/10/2024	Acromat			11643.5		
323	INV 52090	26/09/2024	Acromat	NRLC COURTS - ELECTRIC WINDERS - Electric Winder for Court 1	11643.5			

	Cheque Payments	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
324	EFT24164	18/10/2024	Sigma Telford Group			1482.8		
325	INV 185060/01	18/09/2024	Sigma Telford Group	NRLC - CHEMICALS - x24 Aqua Perlite Filter	1053.8			
326	INV 184115/01	19/09/2024	Sigma Telford Group	NRLC - CHEMICALS - 10 Bags of Aqua Perlite	429			
327	EFT24165	18/10/2024	Mitchell Trevor Horne			2068.09		
328	INV A238800	18/10/2024	Mitchell Trevor Horne	Rates refund for assessment A238800 65 HERALD STREET NARROGIN WA 6312	2068.09			
329	EFT24166	18/10/2024	Dakoda Bolton-Black			136		
330	INV 10102024	10/10/2024	Dakoda Bolton-Black	NRLC - TRAINING & DEVELOPMENT - First Aid Course	136			
331	EFT24167	18/10/2024	Rural and Regional Economic Solutions			9064		
332	INV 24150702	15/07/2024	Rural and Regional Economic Solutions	OTHGOV - OTHER CONSULTANCY - STRATEGIC - Consulting Fee & Cost Recovery - REM Plan	9064			
333	EFT24168	18/10/2024	Department Of Human Services			387.55		
334	INV 83	09/10/2024	Department Of Human Services	Payroll Deductions/Contributions	387.55			
335	EFT24169	18/10/2024	Easifleet			4080.53		
336	INV 18/10/24	18/10/2024	Easifleet	NOVATED LEASE - Various Employees PPE 18/10/24	3267.56			
337	INV 18/10/24	18/10/2024	Easifleet	ITC Salary Sacrifice 01/08/24 - 31/08/24	482.03			
338	INV 18102024	18/10/2024	Easifleet	ITC Salary Sacrifice 01/07/2024 - 31/07/2024	330.94			
339	EFT24170	18/10/2024	Australian Services Union Western Australian Branc			26.5		
340	INV 83	09/10/2024	Australian Services Union Western Australian Branc	Payroll Deductions/Contributions	26.5			
341	EFT24171	28/10/2024	Narrogin Smash Repairs			750		
342	INV 32363	03/07/2024	Narrogin Smash Repairs	NGN0 MG HS EXCITE WAGON - Insurance Repairs	750			
343	EFT24172	28/10/2024	Voxson			27992.8		
344	INV 00114452	19/09/2024	Voxson	ACQUISITION OF SPEED SIGNS - Supply and Deliver 4 of Solar Radar Speed Signs and 4 Poles	27992.8			
345	EFT24173	31/10/2024	Best Office Systems			1718.56	L	
346	INV 637968	23/10/2024	Best Office Systems	PRINTING & STATIONERY - Printing & Stationary Order - Oct 2024	1718.56			
347	EFT24174	31/10/2024	Synergy			19595.91		
348	INV 2094187585	02/10/2024	Synergy	ROADM - STREET LIGHTING MAINTENANCE/OPERATIONS - Electricity Charges 25/08/24 - 24/09/24	12713.2			
349	INV 2066233241	09/10/2024	Synergy	LIONS PARK MAINTENANCE/OPERATIONS - Electricity Charges 09/08/24 - 08/10/24	138.88			
350	INV 2034255981	09/10/2024	Synergy	ADMIN OFFICE BUILDING OPERATIONS - Electricity Charges 09/08/2024 - 08/10/2024	1483.46			
351	INV 2090200652	10/10/2024	Synergy	SHOP 1 84 FEDERAL STREET - Water Charges 10/08/24 - 09/10/24	198.97			
352	INV 2054233110	10/10/2024	Synergy	MUSEUM BUILDING OPERATIONS - Electricity Charges 10/08/2024 - 09/10/2024	435.03			

	Cheque Payments	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
353	INV 2062225026	10/10/2024	Synergy	HISTORY HALL BUILDING OPERATIONS - Electricity Charges 10/08/2024 - 09/10/2024	125.73			
354	INV 2062225079	10/10/2024	Synergy	LIBRARY BUILDING OPERATIONS - Electricity Charges 10/08/24 - 09/10/24	403.55			
355	INV 2078223266	11/10/2024	Synergy	LYDEKER DEPOT BUILDING OPERATIONS - Electricity Charges 08/08/2024 - 07/10/2024	1294.73			
356	INV 2082224875	14/10/2024	Synergy	TOWN HALL (FEDERAL ST) BUILDING OPERATIONS - Electricity Charges 13/08/2024 - 09/10/2024	1008.99			
357	INV 2026257821	14/10/2024	Synergy	13 HOUGH ST - OPERATIONS - Electricity Charges 14/08/24 - 11/10/24	187.58			
358	INV 2098162269	14/10/2024	Synergy	EMDRS STAFF HOUSING RENTAL PROPERTY EXPENSES - Electricity Charges 13/08/24 - 09/10/24	148.73			
359	INV 2070228790	14/10/2024	Synergy	SUNDRY DRY PARKS/RESERVES MAINTENANCE/OPERATIONS - Electricity Charges 14/08/2024 - 10/10/2024	117.24			
360	INV 2030250205	14/10/2024	Synergy	MEMORIAL PARK MAINTENANCE/OPERATIONS - Electricity Charges 13/08/2024 - 09/10/2024	193.99			
361	INV 2058241591	15/10/2024	Synergy	SUNDRY DRY PARKS/RESERVES MAINTENANCE/OPERATIONS - Electricity Charges 14/08/24 - 14/10/24	125.32			
362	INV 2022263903	16/10/2024	Synergy	BMX PARK - Electricity Charges 15/08/24 - 15/10/24	127.22			
363	INV 2034262784	16/10/2024	Synergy	MICHAEL BROWN PARK BUILDINGS OPERATIONS - Electricity Charges 16/08/24 - 15/10/24	123.71			
364	INV 2030253528	17/10/2024	Synergy	48A GRANT ST - OPERATIONS - Electricity Charges 17/08/24 - 16/10/24	217.52			
365	INV 2098169008	22/10/2024	Synergy	ARTS NARROGIN & GYMNASIICS 105 FEDERAL STREET - Electricity Charges 20/08/24 - 17/10/24	552.06			
366	EFT24175	31/10/2024	Narrogin Packaging			814.7	L	PF
367	INV 00089811	11/09/2024	Narrogin Packaging	CARAVAN PARK GENERAL MAINTENANCE/OPERATIONS - Bathroom Supplies	126.75			
368	INV 00089919	25/09/2024	Narrogin Packaging	CARAVAN PARK GENERAL MAINTENANCE/OPERATIONS - PGP Sprinkler	88			
369	INV 00089963	30/09/2024	Narrogin Packaging	VARIOUS LOCATIONS - Cleaning Materials	415.75			
370	INV 00090068	03/10/2024	Narrogin Packaging	CHCP - GENERAL OFFICE EXPENSES - Paper Towel, Toilet Paper, Medium Vinyl Gloves	130.2			
371	INV 00090443	19/10/2024	Narrogin Packaging	ADMIN OFFICE BUILDING OPERATIONS - Toilet Supplies	54			
372	EFT24176	31/10/2024	Great Southern Fuels			638.7	L	
373	INV 15013389	30/09/2024	Great Southern Fuels	POC - FUELS AND OILS - Distributor Card	2.75			
374	INV 19018246	16/10/2024	Great Southern Fuels	ROADM - WORKSHOP/DEPOT EXPENSED EQUIPMENT - Supply 2 x 20kg Heavy Duty Grease	635.95			
375	EFT24177	31/10/2024	Water Corporation			1666.91		
376	INV 9007708854	04/10/2024	Water Corporation	MUSEUM BUILDING OPERATIONS - Water Charges 01/08/2024 - 03/10/2024	14.63			
377	INV 9007710938	04/10/2024	Water Corporation	LIONS PARK MAINTENANCE/OPERATIONS - Water Charges 01/08/2024 - 03/10/2024	174.63			
378	INV 9007708352	07/10/2024	Water Corporation	EMTRS STAFF HOUSING RENTAL PROPERTY EXPENSES - Water Charges 01/08/2024 - 03/10/2024	16.02			
379	INV 9007723317	09/10/2024	Water Corporation	THOMAS HOGG OVAL BUILDINGS OPERATIONS - Water Charges 07/08/2024 - 08/10/2024	41.15			
380	INV 9007723333	09/10/2024	Water Corporation	MICHAEL BROWN PARK BUILDINGS OPERATIONS - Water Charges 07/08/2024 - 08/10/2024	97.52			
381	INV 9007729225	10/10/2024	Water Corporation	30 GRAY ST BUILDING OPERATIONS - Water Charges 08/08/24 - 09/10/24	120.35			

	Cheque Payments	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
382	INV 9007731288	11/10/2024	Water Corporation	OLD RAILWAY TENNIS BUILDING OPERATIONS - Water Charges 12/08/2024 - 10/10/2024	74.7			
383	INV 9007725558	11/10/2024	Water Corporation	GNAROJIN PARK MAINTENANCE/OPERATIONS - Water Charges 09/08/2024 - 10/10/2024	208.34			
384	INV 9010739547	14/10/2024	Water Corporation	LYDEKER DEPOT BUILDING OPERATIONS - Water Charges 12/08/2024 - 11/10/2024	217.49			
385	INV 9024789334	14/10/2024	Water Corporation	SUNDRY DRY PARKS/RESERVES MAINTENANCE/OPERATIONS - Water Charges 12/08/2024 - 11/10/2024	11.76			
386	INV 9007800191	16/10/2024	Water Corporation	STANDPIPE MAINTENANCE/OPERATIONS - Water Charges 15/08/24 - 15/10/24	458.13			
387	INV 9013776554	16/10/2024	Water Corporation	HIGHBURY PUBLIC TOILETS OPERATIONS - Water Charges 15/08/2024 - 15/10/2024	41.15			
388	INV 9007669306	16/10/2024	Water Corporation	HIGHBURY HALL BUILDING OPERATIONS - Water Charges 15/08/2024 - 15/10/2024	191.04			
389	EFT24178	31/10/2024	Narrogin Electrical Appliance Testing			423.5	L	
390	INV 833	22/10/2024	Narrogin Electrical Appliance Testing	CHSP & CHCP - GENERAL EXPENDITURE - Tag and Testing - Jessie House	423.5			
391	EFT24179	31/10/2024	Kleenheat Gas			80.52		
392	INV 4604391	10/09/2024	Kleenheat Gas	SHOWMEN'S TOILETS MAINTENANCE/OPERATIONS - 45kg Vap Cyl - Equipment Service Charge	80.52			
393	EFT24180	31/10/2024	Nutrien Ag Solutions			185.02	L	
394	INV 911478791	18/09/2024	Nutrien Ag Solutions	CHSP - GENERAL EXPENDITURE - Roundup Ultra Max 20L	185.02			
395	EFT24181	31/10/2024	Makit Narrogin Hardware			582.2	L	
396	INV 116085	01/08/2024	Makit Narrogin Hardware	VARIOUS DESCRIPTIONS - Tools & Materials	415.2			
397	INV 116125	19/08/2024	Makit Narrogin Hardware	VARIOUS DESCRIPTIONS - Tools & Maintenance Products	167			
398	EFT24182	31/10/2024	Hancocks Home Hardware			727.35	L	PF
399	INV 491934	03/10/2024	Hancocks Home Hardware	GENERAL OFFICE EXPENSES - Keys Cut for Lock Replacement	80			
400	INV 493305	16/10/2024	Hancocks Home Hardware	GENERAL EXPENDITURE - Several Home Maintenance Items	647.35			
401	EFT24183	31/10/2024	Landgate			31.6		
402	INV 1417474	02/10/2024	Landgate	PLAN - TITILE/COMPANY SEARCHES - Copy of Certificate of Title	31.6			
403	EFT24184	31/10/2024	DFES-Department of Fire & Emergency Services			9664.56		
404	INV 158228	11/10/2024	DFES-Department of Fire & Emergency Services	FESA ESL LIABILITY - 2024/25 ESL Local Government Income	9664.56			
405	EFT24185	31/10/2024	Narrogin Bearing Service			329.2	L	
406	INV IN221741	10/10/2024	Narrogin Bearing Service	NO2706 FOUR AXLE SIDE TIPPER TRAILER - Air Fittings x2	25.3			
407	INV IN221921	15/10/2024	Narrogin Bearing Service	GENERAL EXPENDITURE - Various Tools & Equipment	184.9			
408	INV IN222038	18/10/2024	Narrogin Bearing Service	NGN13182 1968 GARDENER EQUIPMENT TRAILER - 1x Jockey Wheel	119			
409	EFT24186	31/10/2024	WA Country Health Service			4303.75		
410	INV 658386	17/10/2024	WA Country Health Service	MEALS ON WHEELS CATERING CONTRACT - Meals Delivered Clients - August 2024	2819.85			

	Cheque Payments	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
411	INV 658332	17/10/2024	WA Country Health Service	CHSP MEALS ON WHEELS CATERING CONTRACT - Meals Delivered to Clients - September 2024	1483.9			
412	EFT24187	31/10/2024	Octave Holdings Pty Ltd T/as Narrogin Toyota, Mazda & Narrogin Sthil			460.1	L	
413	INV JC24044346	10/10/2024	Octave Holdings Pty Ltd T/as Narrogin Toyota, Mazda & Narrogin Sthil	NGN10179 2018 TOYOTA HIACE - Tightening of Rail	111.1			
414	INV PI23065607	15/10/2024	Octave Holdings Pty Ltd T/as Narrogin Toyota, Mazda & Narrogin Sthil	CHSP/CHCP - GENERAL EXPENDITURE - Petrol Chainsaw	349			
415	EFT24188	31/10/2024	Country Paint Supplies			74.45	L	
416	INV 4801021945	25/09/2024	Country Paint Supplies	TOUR - VISITORS CENTRE/ RAILWAY MAINTENANCE - 5x Spray Paint for Train Inside	74.45			
417	EFT24189	31/10/2024	Narrogin Gasworx			261.2	L	F
418	INV 81613	28/10/2024	Narrogin Gasworx	CHCP - CLIENT PURCHASES - Bendable Cutlery	76.2			
419	INV 81629	29/10/2024	Narrogin Gasworx	CHCP - CLIENT PURCHASES - Aluminum Shower Chair	185			
420	EFT24190	31/10/2024	Narrogin Amcal Chemist			81.9	L	F
421	INV 1117429	01/10/2024	Narrogin Amcal Chemist	CHCP - MEDICAL SUPPLIES - Tape Measure	81.9			
422	EFT24191	31/10/2024	Farmers Centre (Narrogin) Pty Ltd			749.76	L	
423	INV 93433	15/10/2024	Farmers Centre (Narrogin) Pty Ltd	2019 JCB 5CX BACKHOE LOADER - Hydraulic Hose & Oil	749.76			
424	EFT24192	31/10/2024	New Security Installations Pty Ltd			2013.44		
425	INV 2941	01/10/2024	New Security Installations Pty Ltd	NRLC - SECURITY - Alarm Monitoring - Oct 2024	1006.72			
426	INV 2940	01/10/2024	New Security Installations Pty Ltd	LYDEKER DEPOT BUILDING OPERATIONS - Annual Alarm Monitoring	1006.72			
427	EFT24193	31/10/2024	Ikes Home Improvement & Glass Centre			574.99	L	
428	INV 00031736	15/10/2024	Ikes Home Improvement & Glass Centre	RAILWAY STATION BUILDING MAINTENANCE - Sliding Window & Security Screen	574.99			

	Cheque Payments	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
429	EFT24194	31/10/2024	LGISWA			260850.7		
430	INV 100-158048-02	01/10/2024	LGISWA	VARIOUS DEPARTMENTS - Insurance Schedule 24/25	260850.7			
431	EFT24195	31/10/2024	Bob Waddell & Associates Pty Ltd			1408		
432	INV 4184	07/10/2024	Bob Waddell & Associates Pty Ltd	ADMIN - CONSULTANTS - Finance Support	1408			
433	EFT24196	31/10/2024	Initial Hygiene (Cannon)			623.13		
434	INV 98107065	14/10/2024	Initial Hygiene (Cannon)	NRLC - CLEANING & WASTE DISPOSAL - Sanitary & Nappy Bin Service	623.13			
435	EFT24197	31/10/2024	Narrogin Pumps Solar And Spraying			297.37	L	
436	INV 00060488	19/09/2024	Narrogin Pumps Solar And Spraying	SMALL PLANT - Maintenance Supplies	297.37			
437	EFT24198	31/10/2024	AMPAC Debt Recovery Pty Ltd			840.51		
438	INV 111259	30/09/2024	AMPAC Debt Recovery Pty Ltd	RATES - DEBT COLLECTION EXPENSES - Debtors Payments - Sept 2024	840.51			
439	EFT24199	31/10/2024	Wren Oil			275		
440	INV 177469	30/09/2024	Wren Oil	ROADM - WORKSHOP/DEPOT EXPENSED EQUIPMENT - Pump Out 2000L Waste Oil	275			
441	EFT24200	31/10/2024	Narrogin Flying Club			158.95	L	
442	INV INV0241	06/08/2024	Narrogin Flying Club	AIRSTrip & GROUNDS MAINTENANCE/OPERATIONS - Electricity Charges for Strip Lights 03/05/2024 - 01/08/2024	83.54			
443	INV INV0252	03/10/2024	Narrogin Flying Club	AIRSTrip & GROUNDS MAINTENANCE/OPERATIONS - Electricity Charges for Strip Lights 02/08/2024 - 25/09/2024	75.41			
444	EFT24201	31/10/2024	United Security Enforcement Corporation			158.4		
445	INV 00013336	21/10/2024	United Security Enforcement Corporation	NRLC - SECURITY - Single Alarm Activation - Oct 2024	158.4			
446	EFT24202	31/10/2024	Independence Australia Group			558.43		
447	INV 82378330.01	27/08/2024	Independence Australia Group	CHCP - CLIENT PURCHASES - Stocking Applicator Handle, Gloves & Stocking Applicator	74.25			
448	INV 82378330.03	28/08/2024	Independence Australia Group	CHCP - CLIENT PURCHASES - Stocking Applicator Handle, Gloves & Stocking Applicator	37.9			
449	INV 82378330.02	28/08/2024	Independence Australia Group	CHCP - CLIENT PURCHASES - Stocking Applicator Handle, Gloves & Stocking Applicator	12.27			
450	INV 82473742.01	21/10/2024	Independence Australia Group	CHCP - CLIENT PURCHASES - Continence Products	220.15			
451	INV A454926	28/10/2024	Independence Australia Group	CHCP - CLIENT PURCHASES - Continence Products	213.86			
452	EFT24203	31/10/2024	Corsign (WA) Pty Ltd			709.5		
453	INV 00089705	08/10/2024	Corsign (WA) Pty Ltd	SIGNS & TRAFFIC CONTROL EXPENSES - Barrier Mesh & Bollard	709.5			
454	EFT24204	31/10/2024	Narrogin Tyrepower			1696	L	
455	INV 110551	11/10/2024	Narrogin Tyrepower	2023 TOYOTA HILUX DUAL CAB - SENIOR RANGER - Wheel Alignment & Tyre Replacement	1696			
456	EFT24205	31/10/2024	Narrogin Skip Bin Service			1240.8	L	
457	INV INV-2194	30/06/2024	Narrogin Skip Bin Service	LYDEKER DEPOT BUILDING MAINTENANCE - Skip Bin Rental for 2023 & 2024	1240.8			

	Cheque Payments	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
458	EFT24206	31/10/2024	Win Television WA Pty Ltd T/A WIN Television Network			1100		
459	INV 1930870-1	30/09/2024	Win Television WA Pty Ltd T/A WIN Television Network	TOUR - PUBLIC RELATIONS & AREA PROMOTION - Television Commercials September 2024	1100			
460	EFT24207	31/10/2024	Nh Enterprises Pty Ltd T/a Perth Better Homes			17957.5		
461	INV 00009089	26/09/2024	Nh Enterprises Pty Ltd T/a Perth Better Homes	LIONS PARK UPGRADE - SHADE SAILS - Supply & Install Shade Sales to Lions Park	17957.5			
462	EFT24208	31/10/2024	New Ground Water Services Pty Ltd			1518		
463	INV 1199381	09/10/2024	New Ground Water Services Pty Ltd	PARKS & GARDENS MAINTENANCE - 2x Long Body Water Meters	1518			
464	EFT24209	31/10/2024	Elgas			550		
465	INV 0361980770	01/10/2024	Elgas	CARAVAN PARK GENERAL MAINTENANCE/OPERATIONS - Gas Supplied 210KG	183.7			
466	INV 0361980771	01/10/2024	Elgas	NRLC - UTILITY - GAS - Gas Supplied 7500.0L	366.3			
467	EFT24210	31/10/2024	OneMusic Australia			188.9		
468	INV 504922	02/10/2024	OneMusic Australia	ADMIN - SUBSCRIPTIONS AND MEMBERSHIPS - Music Licences 01/10/2024 - 31/12/2024	188.9			
469	EFT24211	31/10/2024	BMR Mechanical Pty Ltd			13994.42		
470	INV INV-3200	17/10/2024	BMR Mechanical Pty Ltd	NO084 KOMATSU WA380-6 WHEEL LOADER - Remove & Replace Turbo, Change Oil Filter & Oil. Clean Intercooler & Change	9837.85			
471	INV INV-3202	18/10/2024	BMR Mechanical Pty Ltd	NO1 2018 NISSAN UD TIP TRUCK - Repair on Gear Box & Solenoids	4156.57			
472	EFT24212	31/10/2024	Earl Street Physiotherapy			255	L	F
473	INV 0047597	14/10/2024	Earl Street Physiotherapy	CHCP - CLIENT PURCHASES - Standard Physio Consultation	85			
474	INV 0047721	21/10/2024	Earl Street Physiotherapy	CHCP - CLIENT PURCHASES - Standard Physio Consultation	85			
475	INV 0047727	22/10/2024	Earl Street Physiotherapy	CHCP - CLIENT PURCHASES - Standard Physio Consultation	85			
476	EFT24213	31/10/2024	Surgical House Pty Ltd			618.91		
477	INV A956443	16/09/2024	Surgical House Pty Ltd	CHCP - CLIENT PURCHASES - Protein Supplements	618.91			
478	EFT24214	31/10/2024	Narrogin Smash Repairs			750	L	
479	INV 32982	02/10/2024	Narrogin Smash Repairs	NGN847 2023 MAZDA CX-5 6 AUTO G25 TOURING PETROL - Insurance Excess	750			
480	EFT24215	31/10/2024	Narrogin Podiatry			368.5	L	F
481	INV 0017600	18/10/2024	Narrogin Podiatry	CHCP - CLIENT PURCHASES - Home Visit for Podiatry Consultation	121			
482	INV 0017599	22/10/2024	Narrogin Podiatry	CHCP - CLIENT PURCHASES - Standard Podiatry Consultation	82.5			
483	INV 0017753	29/10/2024	Narrogin Podiatry	CHCP - CLIENT PURCHASES - Standard Podiatry Consultation	82.5			
484	INV 0017768	29/10/2024	Narrogin Podiatry	CHCP - CLIENT PURCHASES - Standard Podiatry Consultation	82.5			
485	EFT24216	31/10/2024	Epic Fire Solutions T/As MCG Fire Services			324.5		
486	INV INV-4141	15/10/2024	Epic Fire Solutions T/As MCG Fire Services	TOWN HALL BUILDING - Monthly Fire Alarm Testing - Sept 2024	324.5			

	Cheque Payments	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
487	EFT24217	31/10/2024	Narrogin Auto Electrics			82	L	
488	INV 268436	20/09/2024	Narrogin Auto Electrics	SMALL PLANT - 10M Five Strand Trailer Cable	50			
489	INV 268435	24/09/2024	Narrogin Auto Electrics	SMALL PLANT - Supply Trailer Adaptor	32			
490	EFT24218	31/10/2024	Edwards Isuzu Ute			4290	L	
491	INV 56797	07/07/2024	Edwards Isuzu Ute	N0592 2021 ISUZU D-MAX 4X4 SX SINGLE CAB - New Tow Pack	1430			
492	INV 56799	07/07/2024	Edwards Isuzu Ute	N00 2017 MITSUBISHI TRITON - New Tow Pack	1430			
493	INV 56798	07/07/2024	Edwards Isuzu Ute	NGN15581 2021 ISUZU D MAX SPACE CAB - New Tow Pack	1430			

	Cheque Payments	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
494	EFT24219	31/10/2024	Lite n' Easy Pty Ltd			2012.7		
495	INV 7675315	08/10/2024	Lite n' Easy Pty Ltd	CHCP - CLIENT PURCHASES - Lite n Easy Meals	106.53			
496	INV 7675335	08/10/2024	Lite n' Easy Pty Ltd	CHCP - CLIENT PURCHASES - Lite n Easy Meals	87.28			
497	INV 7692607	08/10/2024	Lite n' Easy Pty Ltd	CHCP - CLIENT PURCHASES - Lite n Easy Meals	109.02			
498	INV 7692897	08/10/2024	Lite n' Easy Pty Ltd	CHCP - CLIENT PURCHASES - Lite n Easy Meals	109.02			
499	INV 7695290	08/10/2024	Lite n' Easy Pty Ltd	CHCP - CLIENT PURCHASES - Lite n Easy Meals	75.42			
500	INV 7695354	08/10/2024	Lite n' Easy Pty Ltd	CHCP - CLIENT PURCHASES - Lite n Easy Meals	103.7			
501	INV 7706217	15/10/2024	Lite n' Easy Pty Ltd	CHCP - CLIENT PURCHASES - Lite n Easy Meals	192.18			
502	INV 7706869	15/10/2024	Lite n' Easy Pty Ltd	CHCP - CLIENT PURCHASES - Lite n Easy Meals	75.42			
503	INV 7703256	15/10/2024	Lite n' Easy Pty Ltd	CHCP - CLIENT PURCHASES - Lite n Easy Meals	123.26			
504	INV 7695301	15/10/2024	Lite n' Easy Pty Ltd	CHCP - CLIENT PURCHASES - Lite n Easy Meals	75.42			
505	INV 7664887	15/10/2024	Lite n' Easy Pty Ltd	CHCP - CLIENT PURCHASES - Lite n Easy Meals	162.15			
506	INV 7717181	22/10/2024	Lite n' Easy Pty Ltd	CHCP - CLIENT PURCHASES - Lite n Easy Meals	182.76			
507	INV 7710304	22/10/2024	Lite n' Easy Pty Ltd	CHCP - CLIENT PURCHASES - Lite n Easy Meals	115.95			
508	INV 7717168	22/10/2024	Lite n' Easy Pty Ltd	CHCP - CLIENT PURCHASES - Lite n Easy Meals	103.7			
509	INV 7696180	22/10/2024	Lite n' Easy Pty Ltd	CHCP - CLIENT PURCHASES - Lite n Easy Meals	106.53			
510	INV 7695294	22/10/2024	Lite n' Easy Pty Ltd	CHCP - CLIENT PURCHASES - Lite n Easy Meals	75.42			
511	INV 7717837	22/10/2024	Lite n' Easy Pty Ltd	CHCP - CLIENT PURCHASES - Lite n Easy Meals	133.52			
512	INV 7717861	22/10/2024	Lite n' Easy Pty Ltd	CHCP - CLIENT PURCHASES - Lite n Easy Meals	75.42			
513	EFT24220	31/10/2024	McPest Pest Control			330		
514	INV 02063	15/10/2024	McPest Pest Control	NRLC - PEST CONTROL - Inspection and Replacement of Baits	330			

	Cheque Payments	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
515	EFT24221	31/10/2024	Lucille Munnik			137.97		
516	INV 20241029	29/10/2024	Lucille Munnik	ADMIN - TRAINING & DEVELOPMENT - Reimbursement Travel & Meals For Conference ATO Rates	137.97			
517	EFT24222	31/10/2024	BCE Surveying Pty Ltd			18205		
518	INV 15403	10/10/2024	BCE Surveying Pty Ltd	WHINBIN ROCK RD CONSTRUCTION - Road Reseal	18205			
519	EFT24223	31/10/2024	Libero Systems Pty Ltd			8316		
520	INV INV-63232	01/10/2024	Libero Systems Pty Ltd	LIB - SUBSCRIPTIONS & MEMBERSHIPS - Libero SAAS 01/10/2024 to 30/09/2025	8316			
521	EFT24224	31/10/2024	Bitumen Distributors Pty Ltd			11990		
522	INV 0001989	30/09/2024	Bitumen Distributors Pty Ltd	ROAD MAINTENANCE GENERAL EXPENSES - Supply & Deliver 10,000L Emulsion	11990			
523	EFT24225	31/10/2024	D&L Studio Pty Ltd T/A Metal Artwork Badges			53.63		
524	INV 28505	03/10/2024	D&L Studio Pty Ltd T/A Metal Artwork Badges	ADMIN - PRINTING & STATIONERY - Staff Name Badges	15.24			
525	INV 28644	10/10/2024	D&L Studio Pty Ltd T/A Metal Artwork Badges	ADMIN - PRINTING & STATIONERY - Staff Name Badges	38.39			
526	EFT24226	31/10/2024	Ground Up Building & Construction			275		
527	INV S.O.N.O.2	18/10/2024	Ground Up Building & Construction	NARROGIN REGIONAL LEISURE CENTRE BUILDING MAINTENANCE - Repair Rusted Rainhead	275			
528	EFT24227	31/10/2024	Dormakaba Australia PTY LTD			1337.3		
529	INV 35WA1263144	04/10/2024	Dormakaba Australia PTY LTD	NRLC - BUILDING STRUCTURAL MAINTENENCE - Planned Inspection of Automatic Doors	264			
530	INV 35WA1263720	08/10/2024	Dormakaba Australia PTY LTD	GENERAL EXPENDITURE - Fix Front Door Lock	1073.3			
531	EFT24228	31/10/2024	Flight Plan Digital T/A Live Life Alarms			150		
532	INV R-298052	03/10/2024	Flight Plan Digital T/A Live Life Alarms	CHCP - CLIENT PURCHASES - Falls Alarm Annual Renewal	75			
533	INV O-00370529	11/10/2024	Flight Plan Digital T/A Live Life Alarms	CHCP - CLIENT PURCHASES - Annual Falls Alarm Renewal	75			
534	EFT24229	31/10/2024	Forms Express Pty Ltd			126.06		
535	INV 251588	15/10/2024	Forms Express Pty Ltd	RATES - PRINTING AND STATIONERY - Order Base Stock of Rates Notices, Final Notices & Instalment Notices Plus Postage	126.06			
536	EFT24230	31/10/2024	Amy Lazenby			144.87		
537	INV 20241029	29/10/2024	Amy Lazenby	ADMIN - TRAINING & DEVELOPMENT - Reimbursement Travel & Meals For Conference ATO Rates	144.87			
538	EFT24231	31/10/2024	Keeling Electrical Group Pty Ltd			1590.7	L	
539	INV 1651	12/08/2024	Keeling Electrical Group Pty Ltd	NRLC - GENERAL AREA MAINTENANCE - Install Fire Panel Supply	1590.7			
540	EFT24232	31/10/2024	R J Broun Painting Services			5460		
541	INV 93	20/08/2024	R J Broun Painting Services	NRLC - BUILDING STRUCTURAL MAINTENENCE - Paint Internal Walls of John Higgins Centre	3980			
542	INV 94	20/08/2024	R J Broun Painting Services	NRLC - BUILDING STRUCTURAL MAINTENENCE - Paint Internal Walls of John Higgins Centre	1480			
543	EFT24233	31/10/2024	Narrogin Fruit Trading Pty Ltd			265.96	L	

	Cheque Payments	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
544	INV 000F2024100311	03/10/2024	Narrogin Fruit Trading Pty Ltd	PWO - GENERAL OFFICE EXPENSES - Weekly Depot Order	5.95			
545	INV 000F20241008105	08/10/2024	Narrogin Fruit Trading Pty Ltd	MEMBERS - CIVIC FUNCTIONS, REFRESHMENTS & RECEPTIONS - Weekly Office Order	65.5			
546	INV 000F2024101477	14/10/2024	Narrogin Fruit Trading Pty Ltd	PWO - GENERAL OFFICE EXPENSES - Weekly Order	50.21			
547	INV 000F2024101474	14/10/2024	Narrogin Fruit Trading Pty Ltd	ADMIN - GENERAL OFFICE EXPENSES - Weekly Office Order	78.8			
548	INV 000F2024102165	21/10/2024	Narrogin Fruit Trading Pty Ltd	ADMIN - GENERAL OFFICE EXPENSES - Weekly Office Order	65.5			
549	EFT24234	31/10/2024	PC Harley Family Trust (Narrogin Newsagency)			1411.18	L	
550	INV I0000004040	30/07/2024	PC Harley Family Trust (Narrogin Newsagency)	ADMIN - PRINTING & STATIONERY - 90 BLK Lever Arch Files, Paper Spine	869.4			
551	INV I0000004590	07/10/2024	PC Harley Family Trust (Narrogin Newsagency)	ADMIN - PRINTING & STATIONERY - Stationary Order September 2024	541.78			
552	EFT24235	31/10/2024	Eurofins ARL Pty Ltd			388.85		
553	INV AU14-885562	06/09/2024	Eurofins ARL Pty Ltd	HEALTH - ANALYTICAL EXPENSES - Testing for Asbestos In Soils	388.85			
554	EFT24236	31/10/2024	Narrogin McIntosh & Sons			472.39	L	
555	INV 1962494	15/10/2024	Narrogin McIntosh & Sons	GENERAL EXPENDITURE - Several Home Maintenance Items	399			
556	INV 1962862	16/10/2024	Narrogin McIntosh & Sons	GENERAL EXPENDITURE - Several Home Maintenance Items	73.39			
557	EFT24237	31/10/2024	Officeworks Ltd			998.42		
558	INV 616685268	24/09/2024	Officeworks Ltd	NRLC - Cleaning & Kiosk Supplies	184.84			
559	INV 616696405	25/09/2024	Officeworks Ltd	NRLC - PRINTING & STATIONERY - Banking Bags	67.7			
560	INV 617149540	22/10/2024	Officeworks Ltd	NRLC - PRINTING & STATIONERY - Thermal Rolls	68.93			
561	INV 617149773	23/10/2024	Officeworks Ltd	NRLC - EQUIPMENT HIRE & PURCHASE - Shelving Units	676.95			
562	EFT24238	31/10/2024	Sea Breeze Ice Cream			1100		
563	INV 000016	17/10/2024	Sea Breeze Ice Cream	OTHFUL - INDIGENOUS CULTURAL EVENTS - Ice Cream Truck - NAIDOC Event	1100			
564	EFT24239	31/10/2024	Art on the Move			1000		
565	INV INV-0032	17/09/2024	Art on the Move	OTHFUL - INDIGENOUS CULTURAL EVENTS - Galup VR Experience	1000			
566	EFT24240	31/10/2024	Waterlogic Australia Pty Ltd			64.01		
567	INV 4467447	20/09/2024	Waterlogic Australia Pty Ltd	NRLC - EQUIPMENT HIRE & PURCHASE - Water Cooler Rental - September 2024	64.01			
568	EFT24241	31/10/2024	Mable			747.54		
569	INV 786078100	30/10/2024	Mable	CHCP - CLIENT PURCHASES - Clinical Care Assessment	259.08			
570	INV 793340100	30/10/2024	Mable	CHCP - CLIENT PURCHASES - Clinical Care Assessment	259.08			
571	INV 794847100	30/10/2024	Mable	CHCP - CLIENT PURCHASES - Clinical Care Assessment	229.38			
572	EFT24242	31/10/2024	Medelect Biomedical Services			1600.5		

	Cheque Payments	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
573	INV 9317	16/10/2024	Medelect Biomedical Services	NRLC - FIRST AID SUPPLIES - Defibrillator & Medical Gas Equipment Maintenance	1600.5			
574	EFT24243	31/10/2024	R.Smith			300		
575	INV 41	16/10/2024	R.Smith	SIGNS & TRAFFIC CONTROL EXPENSES - Paint 2 Large Narrogin Industrial Area Signs	300			
576	EFT24244	31/10/2024	Western Australian Police & Community Youth Centres (Inc)			500		
577	INV CINV0001141	21/10/2024	Western Australian Police & Community Youth Centres (Inc)	OTHCUL - BLUE LIGHT DISCO - Back to School Event	500			
578	EFT24245	31/10/2024	Sigma Telford Group			347.6		
579	INV 185042/01	17/09/2024	Sigma Telford Group	WASTE WATER TREATMENT - 4x 10KG Dry Chlorine	347.6			
580	EFT24246	31/10/2024	Gordon William & Ann Frances Neale			162.22		
581	INV 09102024	09/10/2024	Gordon William & Ann Frances Neale	CHCP - REFUND OF UNSPENT MONIES - Release of Funds	162.22			
582	EFT24247	31/10/2024	Jeff Paul Slattery			3000		
583	INV A245300	28/10/2024	Jeff Paul Slattery	Rates refund for assessment A245300 46 HOUGH STREET NARROGIN WA 6312	3000			
584	EFT24248	31/10/2024	Global Ag Properties II			3735		
585	INV 25092024	25/09/2024	Global Ag Properties II	ENVIRO - LANDCARE COMMUNITY PROJECTS - Landcare Project Funding Reimbursement - 2024/25	3735			
					EFT Total \$	893,278.98		

	Direct Debits	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
586	DD10585.1	03/10/2024	Telstra			1489.84		
588	INV K206416641-1	12/09/2024	Telstra	VARIOUS DEPARTMENTS - Telephone Charges September 2024	1489.84			
589	DD10586.1	10/10/2024	Shire Of Narrogin			4004.57		
590	INV A105196	03/09/2024	Shire Of Narrogin	CHCP - BUILDING RATES - Rates, ESL & Rubbish Collection Services Fee 2024/25	4004.57			
591	DD10612.1	28/10/2024	Telstra			1487.37		
592	INV K061518331-5	12/10/2024	Telstra	VARIOUS DEPARTMENTS - Telephone Charges September 2024	1487.37			
593	DD10618.1	18/10/2024	Easifleet			46399		
594	INV PAYGPPE181024	18/10/2024	Easifleet	PAYG TAX - PAYG Tax Withholding PPE 07/10/2024	46399			
595	DD10644.1	22/10/2024	Zefari Pty Ltd			380		
596	INV EMTRSRENT171024	17/10/2024	Zefari Pty Ltd	EMTRS STAFF HOUSING RENTAL PROPERTY EXPENSES - Rent Week Ending 17/10/24	380			
597	DD10645.1	22/10/2024	Zefari Pty Ltd			380		
598	INV EMTRSRENT101024	10/10/2024	Zefari Pty Ltd	EMTRS STAFF HOUSING RENTAL PROPERTY EXPENSES - Rent Week Ending 10/10/24	380			
599	DD10646.1	28/10/2024	Xero			70		

	Cheque Payments	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
600	INV INV-38867012	26/10/2024	Xero	CHCP & CHSP - INFORMATION SYSTEMS - Xero Monthly Subscription 16/10/24 - 25/11/24	70			
601	DD10647.1	03/10/2024	Zefari Pty Ltd			380		
602	INV EMTRSRENT031024	03/10/2024	Zefari Pty Ltd	EMTRS STAFF HOUSING RENTAL PROPERTY EXPENSES - Rent Week Ending 03/10/24	380			
603	DD10648.1	22/10/2024	Elders Real Estate Pty Ltd			1386.67	L	
604	INV EMDRSRENT011024	01/10/2024	Elders Real Estate Pty Ltd	EMDRS STAFF HOUSING RENTAL PROPERTY EXPENSES - Rent 01/10/24	1386.67			
605	DD10648.2	22/10/2024	CRISP Wireless			1317.8		
606	INV 202401006973	01/10/2024	CRISP Wireless	ADMIN & NRLC - INFORMATION SYSTEMS - Monthly Charges October 2024	1317.8			
607	DD10648.3	01/10/2024	Sandwai Pty Ltd			771.1		
608	INV INV-4379	01/10/2024	Sandwai Pty Ltd	CHCP & CHSP - INFORMATION SYSTEMS - Monthly Charges October 2024	771.1			
609	DD10648.4	22/10/2024	Les Mills Asia Pacific			912.26		
610	INV LMB1265593	01/10/2024	Les Mills Asia Pacific	NRLC - LICENCES & SUBSCRIPTIONS - Group Fitness Licence October 2024	912.26			
611	DD10656.1	01/10/2024	National Australia Bank Ltd			180.57		
612	INV 009571025	01/10/2024	National Australia Bank Ltd	INVEST - BANK FEES AND CHARGES - NAB Merchant Fees, NRLC September 2024	180.57			
613	DD10657.1	01/10/2024	National Australia Bank Ltd			216.54		
614	INV 005211998	01/10/2024	National Australia Bank Ltd	INVEST - BANK FEES AND CHARGES - NAB Merchant Fees, Narrogin Caravan Park September 2024	216.54			
615	DD10658.1	01/10/2024	National Australia Bank Ltd			3416.35		
616	INV 002704482	01/10/2024	National Australia Bank Ltd	INVEST - BANK FEES AND CHARGES - NAB Merchant Fees, Shire of Narrogin September 2024	3416.35			
617	DD10659.1	14/10/2024	Sheriffs Office Perth			1032		
618	INV 33531738	14/10/2024	Sheriffs Office Perth	OLOPS - FINES AND ENFORCEMENT REGISTER - FER 14883293 B25915	86			
619	INV 33531774	14/10/2024	Sheriffs Office Perth	OLOPS - FINES AND ENFORCEMENT REGISTER - FER 14883321 B25922	86			
620	INV 33531777	14/10/2024	Sheriffs Office Perth	OLOPS - FINES AND ENFORCEMENT REGISTER - FER 14883323 B25923	86			
621	INV 33531781	14/10/2024	Sheriffs Office Perth	OLOPS - FINES AND ENFORCEMENT REGISTER - FER 14883327 B25924	86			
622	INV 33531720	14/10/2024	Sheriffs Office Perth	OLOPS - FINES AND ENFORCEMENT REGISTER - FER 14883277 B25913	86			
623	INV 33531733	14/10/2024	Sheriffs Office Perth	OLOPS - FINES AND ENFORCEMENT REGISTER - FER 14883289 B25914	86			
624	INV 33531746	14/10/2024	Sheriffs Office Perth	OLOPS - FINES AND ENFORCEMENT REGISTER - FER 14883299 B25916	86			
625	INV 33531750	14/10/2024	Sheriffs Office Perth	OLOPS - FINES AND ENFORCEMENT REGISTER - FER14883303 B25917	86			
626	INV 33531753	14/10/2024	Sheriffs Office Perth	OLOPS - FINES AND ENFORCEMENT REGISTER - FER14883303 B25917	86			
627	INV 33531756	14/10/2024	Sheriffs Office Perth	OLOPS - FINES AND ENFORCEMENT REGISTER - FER 14883309 B25919	86			
628	INV 33531757	14/10/2024	Sheriffs Office Perth	OLOPS - FINES AND ENFORCEMENT REGISTER - FER 14883309 B25919	86			

	Cheque Payments	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
629	INV 33531768	14/10/2024	Sheriffs Office Perth	OLOPS - FINES AND ENFORCEMENT REGISTER - FER 14883318 B25921	86			
630	DD10659.2	15/10/2024	Sheriffs Office Perth			860		
631	INV 33537375	15/10/2024	Sheriffs Office Perth	OLOPS - FINES AND ENFORCEMENT REGISTER - FER 14888704 D5376	86			
632	INV 33537376	15/10/2024	Sheriffs Office Perth	OLOPS - FINES AND ENFORCEMENT REGISTER - FER 14888705 D5377	86			
633	INV 33537384	15/10/2024	Sheriffs Office Perth	OLOPS - FINES AND ENFORCEMENT REGISTER - FER 14888709 D5378	86			
634	INV 33537387	15/10/2024	Sheriffs Office Perth	OLOPS - FINES AND ENFORCEMENT REGISTER - FER 14888710 D5379	86			
635	INV 33537390	15/10/2024	Sheriffs Office Perth	OLOPS - FINES AND ENFORCEMENT REGISTER - FER 14888712 D5381	86			
636	INV 33537397	15/10/2024	Sheriffs Office Perth	OLOPS - FINES AND ENFORCEMENT REGISTER - FER 14888715 D5382	86			
637	INV 33537402	15/10/2024	Sheriffs Office Perth	OLOPS - FINES AND ENFORCEMENT REGISTER - FER 14888719 D5383	86			
638	INV 33537408	15/10/2024	Sheriffs Office Perth	OLOPS - FINES AND ENFORCEMENT REGISTER - FER 14888724 D5385	86			
639	INV 33537410	15/10/2024	Sheriffs Office Perth	OLOPS - FINES AND ENFORCEMENT REGISTER - FER 14888725 D5386	86			
640	INV 33537425	15/10/2024	Sheriffs Office Perth	OLOPS - FINES AND ENFORCEMENT REGISTER - FER 14888735 D5384	86			
641	DD10695.1	24/10/2024	Zefari Pty Ltd			380		
642	INV EMTRSRENT241024	24/10/2024	Zefari Pty Ltd	EMTRS STAFF HOUSING RENTAL PROPERTY EXPENSES - Rent Week Ending 24/10/24	380			
643	DD10696.1	31/10/2024	Zefari Pty Ltd			380		
644	INV EMTRSRENT311024	31/10/2024	Zefari Pty Ltd	EMTRS STAFF HOUSING RENTAL PROPERTY EXPENSES - Rent Week Ending 31/10/24	380			
645	DD10707.2	11/10/2024	Department of Transport			3323.8		
646	INV 20241011	11/10/2024	Department of Transport	DEPARTMENT OF TRANSPORT 11/10/2024	3323.8			
647	DD10707.3	14/10/2024	Department of Transport			4834.55		
648	INV 20241014	14/10/2024	Department of Transport	DEPARTMENT OF TRANSPORT 14/10/2024	4834.55			
649	DD10707.4	15/10/2024	Department of Transport			15564.35		
650	INV 20241015	15/10/2024	Department of Transport	DEPARTMENT OF TRANSPORT 15/10/2024	15564.35			
651	DD10707.5	16/10/2024	Department of Transport			9064.35		
652	INV 20241016	16/10/2024	Department of Transport	DEPARTMENT OF TRANSPORT 16/10/2024	9064.35			
653	DD10707.6	17/10/2024	Department of Transport			23224.1		
654	INV 20241017	17/10/2024	Department of Transport	DEPARTMENT OF TRANSPORT 17/10/2024	23224.1			
655	DD10707.7	18/10/2024	Department of Transport			18228.3		
656	INV 20241018	18/10/2024	Department of Transport	DEPARTMENT OF TRANSPORT 18/10/2024	18228.3			
657	DD10707.8	21/10/2024	Department of Transport			13957.1		

	Cheque Payments	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
658	INV 20241021	21/10/2024	Department of Transport	DEPARTMENT OF TRANSPORT 21/10/2024	13957.1			
659	DD10707.9	22/10/2024	Department of Transport			12658.55		
660	INV 20241022	22/10/2024	Department of Transport	DEPARTMENT OF TRANSPORT 22/10/2024	12658.55			
661	DD10714.1	18/10/2024	WALGA Western Australian Local Government Association			-230		
662	INV LGC24-86	18/10/2024	WALGA Western Australian Local Government Association	MEMBERS - MEMBERS CONFERENCE/TRAINING EXPENSES - Convention Registration 2024 - Refund	-230			
663	DD10707.10	23/10/2024	Department of Transport			10242.25		
664	INV 20241023	23/10/2024	Department of Transport	DEPARTMENT OF TRANSPORT 23/10/2024	10242.25			
665	DD10707.11	24/10/2024	Department of Transport			23127		
666	INV 20241024	24/10/2024	Department of Transport	DEPARTMENT OF TRANSPORT 24/10/2024	23127			
667	DD10707.12	01/10/2024	Department of Transport			8279.35		
668	INV 20241001	01/10/2024	Department of Transport	DEPARTMENT OF TRANSPORT 01/10/2024	8279.35			
669	DD10707.13	25/10/2024	Department of Transport			15927.65		
670	INV 20241025	25/10/2024	Department of Transport	DEPARTMENT OF TRANSPORT 25/10/2024	15927.65			
671	DD10707.14	28/10/2024	Department of Transport			11223.35		
672	INV 20241028	28/10/2024	Department of Transport	DEPARTMENT OF TRANSPORT 28/10/2024	11223.35			
673	DD10707.15	29/10/2024	Department of Transport			12992.25		
674	INV 20241029	29/10/2024	Department of Transport	DEPARTMENT OF TRANSPORT 29/10/2024	12992.25			
675	DD10707.16	02/10/2024	Department of Transport			4950.35		
676	INV 20241002	02/10/2024	Department of Transport	DEPARTMENT OF TRANSPORT 02/10/2024	4950.35			
677	DD10707.17	03/10/2024	Department of Transport			2730.6		
678	INV 20241003	03/10/2024	Department of Transport	DEPARTMENT OF TRANSPORT 03/10/2024	2730.6			
679	DD10707.18	04/10/2024	Department of Transport			11170.5		
680	INV 20241004	04/10/2024	Department of Transport	DEPARTMENT OF TRANSPORT 04/10/2024	11170.5			
681	DD10707.19	07/10/2024	Department of Transport			13290.55		
682	INV 202410007	07/10/2024	Department of Transport	DEPARTMENT OF TRANSPORT 07/10/2024	13290.55			
683	DD10707.20	08/10/2024	Department of Transport			8372.55		
684	INV 20241008	08/10/2024	Department of Transport	DEPARTMENT OF TRANSPORT 08/10/2024	8372.55			
685	DD10707.21	09/10/2024	Department of Transport			8221.3		
686	INV 20241009	09/10/2024	Department of Transport	DEPARTMENT OF TRANSPORT 09/10/2024	8221.3			

	Cheque Payments	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
687	DD10707.22	10/10/2024	Department of Transport			3410.55		
688	INV 20241010	10/10/2024	Department of Transport	DEPARTMENT OF TRANSPORT 10/10/2024	3410.55			
					Direct Debit Total	300,007.42		
689	Fuel Card	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
690	EFT24115	18/10/2024	Great Southern Fuels			5789.51	L	
691	INV SEPT24	30/09/2024	Great Southern Fuels	002NGN 2022 MITSUBISHI ECLIPSE HYBRID - Fuel Supply September 2024	284.74			
692	INV SEPT24	30/09/2024	Great Southern Fuels	009NGN TOYOTA COROLLA HATCH 2020 - Fuel Supply September 2024	112.41			
693	INV SEPT24	30/09/2024	Great Southern Fuels	00NGN TOYOTA HILUX 4X4 2.4L DSL DUAL CAB - Fuel Supply September 2024	77.48			
694	INV SEPT24	30/09/2024	Great Southern Fuels	MITSUBISHI ECLIPSE CROSS PHEV 2024 032NGN - Fuel Supply September 2024	238.63			
695	INV SEPT24	30/09/2024	Great Southern Fuels	ONGN 2021 ISUZU MUX EMCCS VEHICLE - Fuel Supply September 2024	984.01			
696	INV SEPT24	30/09/2024	Great Southern Fuels	2021 ISUZU OUTLANDER EXCCED 2.4L ONO - Fuel Supply September 2024	239.13			
697	INV SEPT24	30/09/2024	Great Southern Fuels	2019 TOYOTA PRADO DSL WAGON GXL 1NGN - Fuel Supply September 2024	594.03			
698	INV SEPT24	30/09/2024	Great Southern Fuels	990NGN 2015 MITSUBISHI FUSO ROSA - Fuel Supply September 2024	55.12			
699	INV SEPT24	30/09/2024	Great Southern Fuels	NGN0 MG HS EXCITE WAGON - Fuel Supply September 2024	351.84			
700	INV SEPT24	30/09/2024	Great Southern Fuels	NGN00 2021 TOYOTA KLUGER GX AWD PET WAGON - Fuel Supply September 2024	559.35			
701	INV SEPT24	30/09/2024	Great Southern Fuels	NGN10179 2018 TOYOTA HIACE - Fuel Supply September 2024	53.5			
702	INV SEPT24	30/09/2024	Great Southern Fuels	NGN11555 2022 TOYOTA COROLLA - Fuel Supply September 2024	87.09			
703	INV SEPT24	30/09/2024	Great Southern Fuels	2024 MAZDA BT-50 E 6 AUTO 3.0L REGO NGN15333 - Fuel Supply September 2024	232.59			
704	INV SEPT24	30/09/2024	Great Southern Fuels	NGN219 2022 NISSAN X-TRAIL - Fuel Supply September 2024	552.19			
705	INV SEPT24	30/09/2024	Great Southern Fuels	NGN417 2023 NEW ISUZU DMAX SPACE CAB RANGER VEHICLE - Fuel Supply September 2024	207.76			
706	INV SEPT24	30/09/2024	Great Southern Fuels	2019 TOYOTA COROLLA CROSS 2WD 2.0L NGN839 - Fuel Supply September 2024	165.33			
707	INV SEPT24	30/09/2024	Great Southern Fuels	SMALL PLANT - HOMECARE - Fuel Supply September 2024	74.57			
708	INV SEPT24	30/09/2024	Great Southern Fuels	NO01 TOYOTA HILUX 4X4 2.8L DSL D/C - Fuel Supply September 2024	494.57			
709	INV SEPT24	30/09/2024	Great Southern Fuels	2023 TOYOTA HILUX DUAL CAB - SENIOR RANGER NO05 - Fuel Supply September 2024	109.89			
710	INV SEPT24	30/09/2024	Great Southern Fuels	SMALL PLANT - Fuel Supply September 2024	40			
711	INV SEPT24	30/09/2024	Great Southern Fuels	BUSHFIRE RISK COORDINATOR EXPS - Fuel Supply September 2024	113.01			
712	INV SEPT24	30/09/2024	Great Southern Fuels	NGN227 2021 TOYOTA COROLA - Fuel Supply September 2024	54.76			
713	INV SEPT24	30/09/2024	Great Southern Fuels	NGN182 TOYOTA HILUX 4X2 WORKMATE UTILITY - Fuel Supply September 2024	107.51			

Cheque Payments	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
				Fuel Card Total	5,789.51		

	Coles Card	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
714	EFT24160	18/10/2024	WEX Australia Pty Ltd			891.37		
715	INV 211	30/09/2024	WEX Australia Pty Ltd	MEMBERS - CIVIC FUNCTIONS, REFRESHMENTS & RECEPTIONS - Coles Account September 2024	54.60			
716	INV 211	30/09/2024	WEX Australia Pty Ltd	MEMBERS - CIVIC FUNCTIONS, REFRESHMENTS & RECEPTIONS - Coles Account September 2024	129.52			
717	INV 211	30/09/2024	WEX Australia Pty Ltd	OTHCUL - AUSTRALIA DAY - Coles Account September 2024	140.91			
718	INV 211	30/09/2024	WEX Australia Pty Ltd	MEMBERS - CIVIC FUNCTIONS, REFRESHMENTS & RECEPTIONS - Coles Account September 2024	175.04			
719	INV 211	30/09/2024	WEX Australia Pty Ltd	PWO - GENERAL OFFICE EXPENSES - Coles Account September 2024	2.85			
720	INV 211	30/09/2024	WEX Australia Pty Ltd	CHSP SOCIAL SUPPORT GROUP OTHER EXPENSES - Coles Account September 2024	189.85			
721	INV 211	30/09/2024	WEX Australia Pty Ltd	LIB - EVENT CATERING - Coles Account September 2024	71.85			
722	INV 211	30/09/2024	WEX Australia Pty Ltd	OTHCUL - AUSTRALIA DAY - Coles Account September 2024	51.15			
723	INV 211	30/09/2024	WEX Australia Pty Ltd	NRLC - GENERAL KIOSK SUPPLIES - Kiosk Stock	75.60			
				Coles Card Total	891.37			

	Credit Card	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
724	DD10649.1	22/10/2024	General Credit Card Purchases			1553.44		PF
725	INV MFSEPT24-1	30/01/2024	General Credit Card Purchases	LIB - SUBSCRIPTIONS & MEMBERSHIPS - Annual Subscription - QR Code System	247.36			
726	INV MFSEPT24-2	10/09/2024	General Credit Card Purchases	NRLC - PROGRAM COSTS - School Holiday Supplies	589.28			
727	INV MFSEPT24-3	17/09/2024	General Credit Card Purchases	ADMIN - INFORMATION SYSTEMS - Greeting Messages Sept 2024	151.8			
728	INV MFSEPT24-4	23/09/2024	General Credit Card Purchases	002NGN 2022 MITSUBISHI ECLIPSE HYBRID - New Vehicle Registration & Plate Change	425			
729	INV MFSEPT24-5	20/09/2024	General Credit Card Purchases	TOUR - SUBSCRIPTIONS & MEMBERSHIPS - Audio Tour Annual Subscription	140			
730	DD10662.1	22/10/2024	General Credit Card Purchases			4875.23		PF
731	INV DSSEPT24-1	30/08/2024	General Credit Card Purchases	ADMIN - INFORMATION SYSTEMS - Monthly Subscription Adobe Pro - Sept 2024	28.99			
732	INV DSSEPT24-10	25/09/2024	General Credit Card Purchases	ADMIN - TRAVEL & ACCOMMODATION - Hotel Accommodation, Breakfast and Paking Fee - DFES Awards Night	274			
733	INV DSSEPT24-11	27/09/2024	General Credit Card Purchases	ADMIN - ADVERTISING - Advertising Customer Service Officer	412.5			
734	INV DSSEPT24-12	27/09/2024	General Credit Card Purchases	ADMIN - ADVERTISING - Advertising Corporate Service Coordinator	368.5			

	Cheque Payments	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
735	INV DSSEPT24-13	05/09/2024	General Credit Card Purchases	ADMIN - SUBSCRIPTIONS AND MEMBERSHIPS - Adobe Monthly Subscription - Refund	-57.98			
736	INV DSSEPT24-2	09/09/2024	General Credit Card Purchases	FIRE PREVENTION/BURNING/CONTROL - Monthly SMS Charges - August 2024	17.78			
737	INV DSSEPT24-3	11/09/2024	General Credit Card Purchases	ADMIN - TRAVEL & ACCOMMODATION - Accommodation x3 Nights - LG Pro Conference	732.27			
738	INV DSSEPT24-4	12/09/2024	General Credit Card Purchases	ADMIN - TRAINING & DEVELOPMENT - Annual LG Pro Conference Registration	1600			
739	INV DSSEPT24-5	16/09/2024	General Credit Card Purchases	MEMBERS - CIVIC FUNCTIONS, REFRESHMENTS & RECEPTIONS - Gift Package & Delivery	100			
740	INV DSSEPT24-6	16/09/2024	General Credit Card Purchases	BUILD - RECRUITMENT - Advertising Building Maintenance Officer / Trainee Building Surveyor	434.5			
741	INV DSSEPT24-7	19/09/2024	General Credit Card Purchases	48A GRANT ST - MAINTENANCE - Hose x2 and Sprinkler x2	118.84			
742	INV DSSEPT24-8	20/09/2024	General Credit Card Purchases	ADMIN - INFORMATION SYSTEMS - Chat GPT Subscription August 2024	444.33			
743	INV DSSEPT24-9	20/09/2024	General Credit Card Purchases	CHSP & CHCP - RECRUITMENT - Advertising Administration Officer	401.5			
744	DD10664.1	22/10/2024	General Credit Card Purchases			3152.26		PF
745	INV PRSEPT24-1	30/08/2024	General Credit Card Purchases	LIB - POSTAGE & FREIGHT - Parcel Post x1	10.95			
746	INV PRSEPT24-10	25/09/2024	General Credit Card Purchases	COMMUNITY - TRAINING & DEVELOPMENT - The Regional Heritage Conference - Accommodation x2	438			
747	INV PRSEPT24-13	26/09/2024	General Credit Card Purchases	LIB - INFORMATION TECHNOLOGY - Large Print Keyboards x2	57			
748	INV PRSEPT24-2	02/09/2024	General Credit Card Purchases	CHSP SOCIAL SUPPORT GROUP OTHER EXPENSES - Lite & Easy Meals for Jessie House	521.55			
749	INV PRSEPT24-3	03/09/2024	General Credit Card Purchases	OTHCUL - OTHER EXPENDITURE - Faces of Services Canvas	1314.06			
750	INV PRSEPT24-4	03/09/2024	General Credit Card Purchases	WELFARE - YOUTH SERVICES - School Holiday Activities	170			
751	INV PRSEPT24-5	11/09/2024	General Credit Card Purchases	CHCP & CHSP - SUBSCRIPTIONS & MEMBERSHIPS - Golden Carers Membership	74.95			
752	INV PRSEPT24-6	16/09/2024	General Credit Card Purchases	CHSP SOCIAL SUPPORT GROUP OTHER EXPENSES - Lite & Easy Meals for Jessie House	412.65			
753	INV PRSEPT24-7	17/09/2024	General Credit Card Purchases	WELFARE - YOUTH SERVICES - School Holiday Movies DVD	46.95			
754	INV PRSEPT24-8	18/09/2024	General Credit Card Purchases	LIB - POSTAGE & FREIGHT - Parcel Post x6	77.75			
755	INV PRSEPT24-9	23/09/2024	General Credit Card Purchases	LIB - POSTAGE & FREIGHT - Parcel Post x2	28.40			

10.3.3 MONTHLY FINANCIAL REPORTS – SEPTEMBER 2024

File Reference	12.8.1
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interest that requires disclosure.
Applicant	Nil
Previous Item Numbers	Nil
Date	18 November 2024
Author	Therese Walker - Manager Corporate Services
Authorising Officer	Dale Stewart - Chief Executive Officer
Attachments	
1. Monthly Financial Report for September 2024	

Summary

In accordance with the Local Government Financial Management Regulations (1996), Regulation 34, the Shire is to prepare a monthly Statement of Financial Activity for presentation to the Council.

Background

Nil

Consultation

Consultation has been undertaken with the Chief Executive Officer and Financial Services Coordinator.

Statutory Environment

Local Government (Financial Management) Regulations 1996, Regulation 34 applies.

Policy Implications

The Council's Policy Manual contains no policies that relate and nor are there any proposed.

Sustainability & Climate Change Implications

Environmental – There are no known environmental implications.

Economic – There are no known economic implications.

Social – There are no known social implications.

Financial Implications

All expenditure has been approved via adoption of the 2024/25 Annual Budget or resulting from a Council resolution.

Council is requested to review the September 2024 Monthly Financial Reports, noting that Council is advised of the following matters:

- Rates –The amount received to 30 September, is 29.07% of the total to be collected, and there is still more than \$5.76M still to be collected from both current rates and arrears. It should be noted that there is approximately \$205k related to Pensioner Rates and ESL Deferments.
- The brought forward Budgeted Surplus of \$2,876,849 is, subject to final Audit, now predicted to be \$3,249,800, some 13% or \$372,951 extra. This will be discussed in a report following with respect to proposed Budget amendments recommended.

Strategic Implications

Shire of Narrogin Strategic Community Plan 2017-2027:	
Objective:	4. Civic Leadership Objective (Continually enhance the Shire's organisational capacity to service the needs of a growing community)
Outcome:	4.1 An efficient and effective organisation

Risk Implications

Risk	Risk Likelihood	Risk Impact / Consequence	Risk Rating	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
Failure to monitor the Shire's ongoing financial performance would increase the risk of a negative impact on the Shire's Financial position. As the monthly report is a legislative requirement, non-compliance may result in a qualified audit.	Rare (1)	Moderate (3)	Low (1-4)	Compliance Requirements	Accept Officer Recommendation

Risk Matrix

Consequence		Insignificant	Minor	Moderate	Major	Catastrophic
Likelihood		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives; work health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating of three (3) has been determined

for this item. Any items with a risk rating of 10 or greater (considered to be high or extreme risk) will be added to the Risk Register, and any item with a risk rating of 16 or greater will require a specific risk treatment plan to be developed.

Comment/Conclusion

The September 2024 Monthly Financial Report is presented for review.

Voting Requirements

Simple Majority

OFFICERS' RECOMMENDATION & COUNCIL RESOLUTION 271124.05

Moved: Cr Fisher

Seconded: Cr Pomykala

That with respect to the Monthly Financial Report for September 2024, Council note the Reports as presented.

CARRIED 7/0

For: President Ballard, Cr Broad, Cr Fisher, Cr Bartron, Cr Pomykala, Cr Wiese, Cr McNab

Against: Nil

MONTHLY FINANCIAL REPORT
 (Containing the Statement of Financial Activity)
FOR THE PERIOD ENDED 30 SEPTEMBER 2024



LOCAL GOVERNMENT ACT 1995

LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996

TABLE OF CONTENTS

Statement of Financial Activity	2 - 3
Monthly Summary Information	4
Summary Graphs	5
Significant Accounting Policies	6
Receivables	7
Adjusted Net Current Assets	8
Capital Acquisitions Summary	9
Cash Backed Reserves	10
Budget Amendments	11

**STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2024**

BY NATURE OR TYPE

	Ref Note	Adopted Annual Budget \$	Amended Annual Budget \$	YTD Budget (a) \$	YTD Actual (b) \$	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
		\$	\$	\$	\$	\$	%	
OPERATING ACTIVITIES								
Revenue from operating activities								
Rate Revenue		6,058,549	6,058,549	6,056,473	6,049,884	(6,589)	(0%)	
Grants, Subsidies and Contributions	9	1,977,666	1,977,666	637,628	815,388	177,760	22%	▲
Profit on Asset Disposal	12	48,262	48,262	7,509	16,719	9,210	55%	
Fees and Charges		3,019,686	3,019,686	1,405,626	1,412,531	6,905	0%	
Service Charges		0	0	0	0	0		
Interest Earnings		524,000	524,000	129,245	72,777	(56,468)	(78%)	▼
Fair value adjustments to financial assets at fair value through profit and loss		0	0	0	0	0		
Other Revenue		324,984	324,984	81,101	76,938	(4,163)	(5%)	
		11,953,147	11,953,147	8,317,582	8,444,236	126,654	1%	
Expenditure from operating activities								
Employee Costs		(7,378,981)	(7,378,981)	(1,844,159)	(1,620,797)	223,362	14%	▼
Materials and Contracts		(3,843,571)	(3,828,571)	(987,557)	(642,687)	344,870	54%	▼
Utilities Charges		(1,048,742)	(1,048,742)	(316,690)	(221,930)	94,760	43%	▼
Depreciation (Non-Current Assets)		(3,358,620)	(3,358,620)	(839,616)	(1,151,358)	(311,742)	(27%)	▲
Interest Expenses		(73,468)	(73,468)	(17,622)	(26,319)	(8,697)	(33%)	
Insurance Expenses		(367,990)	(367,990)	(175,600)	(190,964)	(15,364)	(8%)	
Loss on Asset Disposal	12	(31,343)	(31,343)	(7,833)	(2,886)	4,947	171%	
Other Expenditure		(361,761)	(376,761)	(140,904)	(48,813)	92,091	189%	▼
		(16,464,476)	(16,464,476)	(4,329,981)	(3,905,754)	424,227		
Operating activities excluded from budget								
Add Back Depreciation		3,358,620	3,358,620	839,616	1,151,358	311,742	27%	▲
Adjust (Profit)/Loss on Asset Disposal	11	(16,919)	(16,919)	324	(13,834)	(14,158)	102%	
Movement in Leave Reserve (Added Back)		21,696	21,696	0	0	0		
Adjust Employee Benefits Provision (Non-Current)		0	0	0	0	0		
Adjust Deferred Pensioner Rates/ESL (Non-Current)		0	0	0	0	0		
Adjust Receivables Employee Related Provision (Non-Current)		0	0	0	0	0		
Adjust Sundry Debtors (Non-Current)		0	0	0	0	0		
Fair value adjustments to financial assets at fair value through profit and loss		0	0	0	0	0		
Adjust Rounding		1	1	0	0	0		
Amount attributable to operating activities		(1,147,931)	(1,147,931)	4,827,541	5,676,007	848,466		
INVESTING ACTIVITIES								
Non-Operating Grants, Subsidies and Contributions	9	9,531,876	9,531,876	722,997	715,326	0		
Purchase of Investments		0	0	0	0	0		
Land Held for Resale	8	0	0	0	0	0		
Land and Buildings	8	(9,369,104)	(9,369,104)	0	(12,857)	(12,857)	(100%)	
Plant and Equipment	8	(2,817,136)	(2,817,136)	(232,997)	(496,623)	(263,626)	(53%)	▲
Furniture and Equipment	8	(87,400)	(87,400)	(6,249)	0	6,249	100%	
Infrastructure Assets - Roads	8	(2,627,397)	(2,627,397)	0	(47,415)	(47,415)	(100%)	▲
Infrastructure Assets - Footpaths	8	(277,599)	(277,599)	0	0	0		
Infrastructure Assets - Road Drainage	8	0	0	0	0	0		
Infrastructure Assets - Bridges	8	(1,079,000)	(1,079,000)	(391,998)	0	391,998	100%	▼
Infrastructure - Parks & Ovals and Other	8	(531,700)	(531,700)	(13,848)	(68,226)	(54,378)	(80%)	▲
Proceeds from Disposal of Assets	8	407,000	407,000	84,499	163,500	79,001	(48%)	
Proceeds from Sale of Investments		0	0	0	0	0		
Amount attributable to investing activities		(6,850,460)	(6,850,460)	162,404	253,705	98,972		
FINANCING ACTIVITIES								
Proceeds from New Debentures	13	4,346,000	4,346,000	0	0	0		
Proceeds from Advances		0	0	0	0	0		
Principal Repayment of Debentures	13	(189,114)	(189,114)	(4,086)	(26,533)	(22,447)		
Principal Repayment of Lease Financing	13	(23,585)	(23,585)	(5,892)	0	5,892		
Self-Supporting Loan Principal		0	0	0	0	0		
Transfer from Reserves	10	2,386,449	2,386,449	0	0	0	85%	
Advances to Community Groups		0	0	0	0	0		
Transfer to Reserves	10	(1,398,208)	(1,398,208)	0	0	0		
Amount attributable to financing activities		5,121,542	5,121,542	(9,978)	(26,533)	(16,555)		
MOVEMENT IN SURPLUS OR DEFICIT								
Surplus or deficit at the start of the financial year		2,876,849	2,876,849	2,876,849	3,249,801	372,952		
Amount attributable to operating activities		(1,147,931)	(1,147,931)	4,827,541	5,676,007	848,466		
Amount attributable to investing activities		(6,850,460)	(6,850,460)	162,404	253,705	91,301	11%	
Amount attributable to financing activities		5,121,542	5,121,542	(9,978)	(26,533)	(16,555)	15%	
Surplus or deficit at the end of the financial year	3	(0)	(0)	7,856,816	9,152,979	1,296,163		

KEY INFORMATION

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

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2024**

**EXPLANATION OF
MATERIAL VARIANCES**

The material variance thresholds are adopted annually by Council as an indicator of whether the actual expenditure or revenue varies from the year to date budget materially. The material variance adopted by Council for the current year is an Actual Variance exceeding 10% and a value greater than \$15,000.

Reporting Program	Var. \$	Var. %	Var.	Timing/ Permanent	Explanation of Variance
Opening Funding Surplus	\$ 372,952	% 11%	▲	Permanent	Note 1: The Opening Funding Surplus whilst not a variance, is in accordance with the un-audited Annual Financial Statements for 23/24.
Revenue from operating activities					
General Purpose Funding - Other	(61,361)	(45%)	▼	Timing	Negative variance due to interest earned being lower than budgeted due to phasing of the budget and 1st quarter FAGS grant tracking lower than budgeted.
Law, Order and Public Safety	(31,985)	(130%)	▼	Timing	Income lower due to Bush Fire Mitigation Funding Grant not yet received budget phased over year.
Education and Welfare	175,106	32%	▲	Timing	positive variance due to CHCP and CHSP grant funding tracking higher than budget due to phasing of the budget.
Recreation and Culture	(28,565)	(17%)	▼	Timing	Negative variance to NRLC fees, charges and other recreation reimbursement tracking lower than budgeted. Other Culture grants received higher than budgeted and ahead of budget phasing.
Transport	42,045	15%	▲	Timing	Main Roads Direct Road Grant received higher than budgeted amount.
Economic Services	21,110	13%	▲	Timing	Positive variance due to Tourism and Buildings Control operating Income tracking higher than budgeted, Standpipe income is behind budgeted amount at this point.
Other Property and Services	(20,540)	(87%)	▼	Timing	Negative variance due to Private Work income tracking lower than budgeted, Admin grants not yet received. Admin reimbursements are tracking higher than budgeted.
Expenditure from operating activities					
General Purpose Funding	16,121	22%	▲	Timing	Expenditure lower mainly due to timing variation to rates admin costs.
Governance	102,506	64%	▲	Timing	Members sitting fees and allowances are tracking lower than budgeted and \$50,000 Audit Fee budgeted is yet to be paid
Health	21,018	34%	▲	Timing	Health expenditure all tracking lower than expected with the exception of Health control expenditure which is tracking higher than budgeted due to pigeon culling in the CBD.
Education and Welfare	116,051	28%	▲	Timing	CHCP and CHSP expenditure lower than budget due to phasing of the budget.
Community Amenities	159,313	63%	▲	Timing	Expenditure associated with sanitation and sewerage running lower than budget at this point in time.
Recreation and Culture	247,084	22%	▲	Timing	Expenditure associated with the maintenance and operation of town halls and civic centres running behind budget. Expenditure associated with the maintenance and operation of the NRLC running behind budget. Expenditure associated with the maintenance and operation of the parks & gardens and town ovals running behind budget. Expenditure associated with community events running behind budget.
Transport	(210,128)	(18%)	▼	Timing	Transport expenditure tracking higher than budgeted due to Road Depreciation being higher than budgeted.
Economic Services	73,121	27%	▲	Timing	Expenditure associated with the maintenance and operation of the visitor centre and caravan park running behind budget.
Other Property and Services	(113,154)	(69%)	▼	Timing	Variance mainly due to timing of admin overhead allocations, plant operating costs allocations and public work overhead allocations.
Investing Activities					
Proceeds from Disposal of Assets	79,001	48%	▲	Timing	Asset disposals have occurred in advance of budget phasing.
Capital Acquisitions	19,971	(100%)	▲	Timing	Plant/Vehicle purchases have occurred ahead of budget phasing. Expenditure on bridge projects are running behind the budget phasing.
Financing Activities					
Repayment of Debentures	(22,447)	(85%)	▼	Timing	Variance due to timing of loan payments.

KEY INFORMATION

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

▲ Favourable variance

▼ Unfavourable variance

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

**MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDED 30 SEPTEMBER 2024**

**MONTHLY SUMMARY
INFORMATION**

PREPARATION TIMING AND REVIEW

Date prepared: All known transactions up to reporting period.
Prepared by: Manager Corporate Services
Reviewed by: Executive Manager Corporate & Community Services

BASIS OF PREPARATION

REPORT PURPOSE

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

BASIS OF ACCOUNTING

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

Except for cash flow and rate setting information, the report has been prepared on the accrual basis and is based on historical costs, modified, where applicable, by the measurement at fair value of selected non-current assets, financial assets and liabilities.

THE LOCAL GOVERNMENT REPORTING ENTITY

All Funds through which the Local Government controls resources to carry on its functions have been included in this statement. In the process of reporting on the local government as a single unit, all transactions and balances between those funds (for example, loans and transfers between Funds) have been eliminated.

SIGNIFICANT ACCOUNTING POLICIES

GOODS AND SERVICES TAX

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

CRITICAL ACCOUNTING ESTIMATES

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

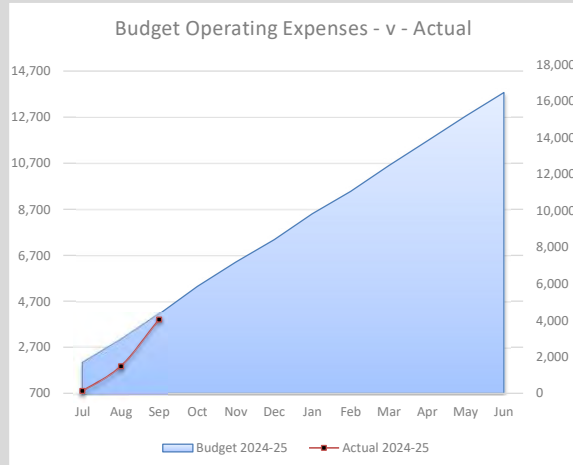
ROUNDING OFF FIGURES

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

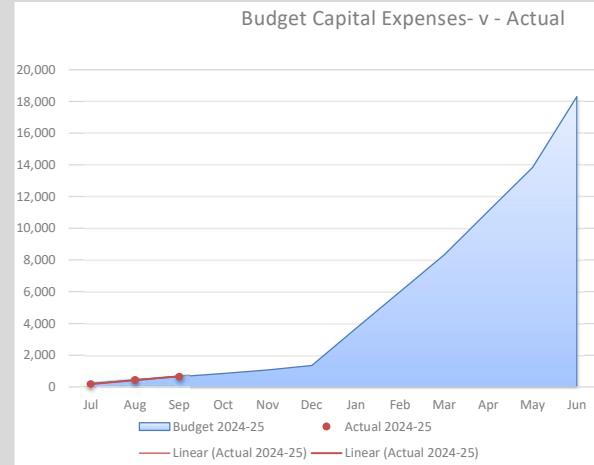
**MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDED 30 SEPTEMBER 2024**

**MONTHLY SUMMARY INFORMATION
GRAPHS**

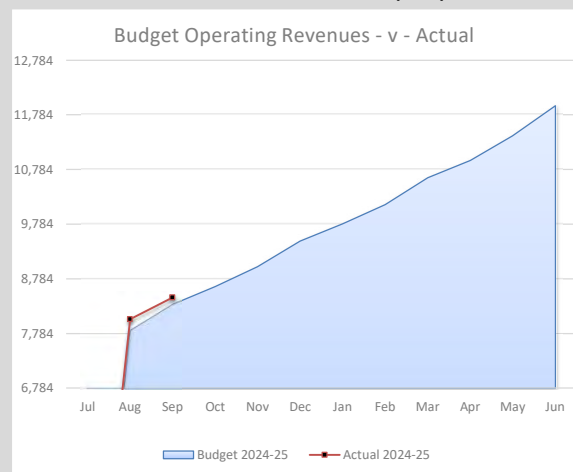
OPERATING EXPENSES ('000)



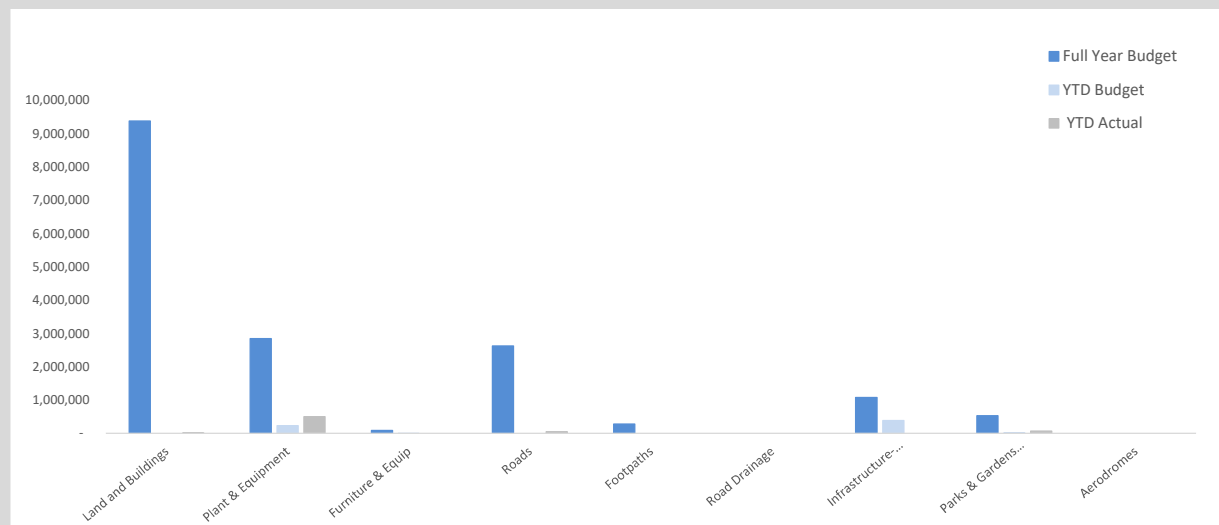
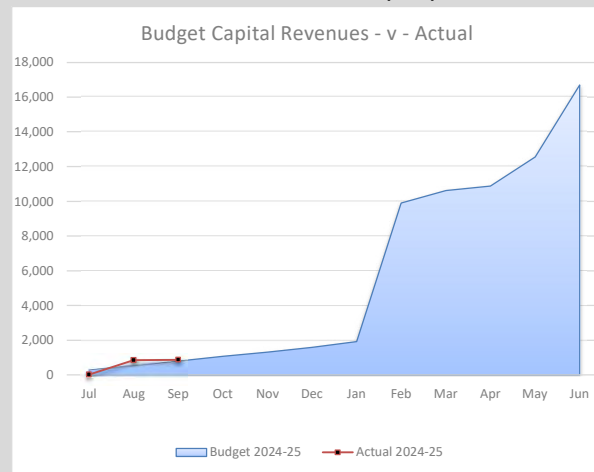
CAPITAL EXPENSES ('000)



OPERATING REVENUE ('000)



CAPITAL REVENUE ('000)



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

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2024**

NET CURRENT ASSETS

SIGNIFICANT ACCOUNTING POLICIES

CURRENT AND NON-CURRENT CLASSIFICATION

In the determination of whether an asset or liability is current or non-current, consideration is given to the time when each asset or liability is expected to be settled. The asset or liability is classified as current if it is expected to be settled within the next 12 months, being the Local Government's operational cycle. In the case of liabilities where Local Government does not have unconditional right to defer settlement be settled within the next 12 months, such as vested long service leave, the liability is classified as current, even if not expected to be settled within the next 12 months. Inventories held for trading are classified as current even if not expected to be realised in the next 12 months except, for land held for resale where it is held as non current based on the Local Government's intentions to release for sale.

EMPLOYEE BENEFITS

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

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

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

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

The liability for long service leave is recognised in the provision for employee benefits and measured as the present value of expected future payments to be made in respect of services provided by employees up to the reporting date using the Project Unit Credit method.

Consideration is given to expected future wage and salary levels, experience of employee departures and periods of service. Expected future payments are discounted using market yields at the reporting date on national government bonds with terms to maturity and currency that match as closely as possible, the estimated future cash outflows. Where the Local Government does not have the unconditional right to defer settlement beyond 12 months, the liability is recognised as a current liability.

PROVISIONS

Provisions are recognised when: The Local Government has a present legal or constructive obligation as a result of past events; it is more likely than not that an outflow of resources will be required to settle the obligation; and the amount has been reliably estimated. Provisions are not recognised for future operating losses. Where there are a number of similar obligations, the likelihood that an outflow will

be required in settlement is determined by considering the class of obligations as a whole. A provision is recognised even if the likelihood of an outflow with respect to any one of item included in the same class of obligations may be small.

INVENTORIES

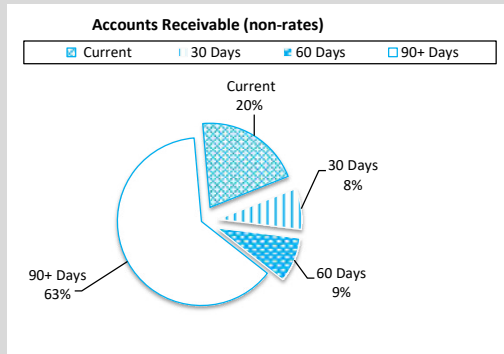
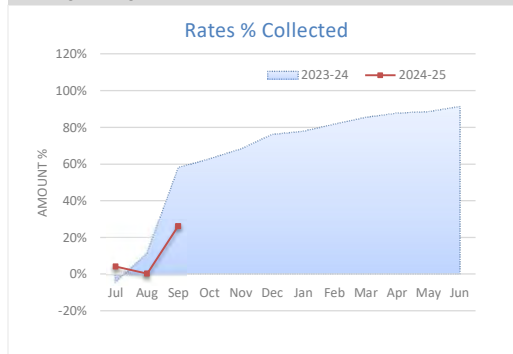
Inventories are measured at the lower of cost and net realisable value. Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2024

OPERATING ACTIVITIES
RECEIVABLES

Rates Receivable	30 Jun 24	30 Sep 24	Receivables - General	Current	30 Days	60 Days	90+ Days	Total
	\$	\$		\$	\$	\$	\$	\$
Opening Arrears Previous Years	658,762	717,743	Receivables - General	38,151	14,853	16,186	117,971	187,161
RATES - Rates Levied - GRV	3,590,595	3,923,291	Percentage	20%	8%	9%	63%	
RATES - Rates Levied - UV	1,223,381	1,314,124						
RATES - Minimum Rates Levied - GRV	678,531	522,625						
RATES - Minimum Rates Levied - UV	260,091	280,179						
RATES - Interim Rates Levied - GRV	2,356	352						
RATES - Back Rates Levied - GRV	455	0						
RATES - Ex-Gratia Rates (CBH, etc.)	12,499	9,313						
Instalment Admin fee	37,054	18,042						
Private S/Pool Inspection fees	1,860	9,672						
Domestic Refuse Collection Charges	526,460	575,356						
Domestic Services (Additional)	5,155	5,754						
Domestic Recycling Service	193,828	212,077						
Domestic Recycling Service (additional)	284	309						
Commercial Collection Charge	49,196	54,040						
Commercial Collection Charge (additional)	50,100	49,560						
Non-Rateable Collection Charge	75,793	83,400						
Non-Rateable Additional Pick Up	38,831	0						
Commercial Additional Pick Up	27,563	29,400						
FESA ESL	306,176	320,632						
Total Rates and Rubbish (YTD)	6,773,516	7,408,125	GST Input					
Less Collections to date	(6,786,520)	(2,362,200)						
Net Rates Collectable	717,743	5,763,668	Total Receivables General Outstanding					187,161
% Collected (Current and Arrears)	91.31%	29.07%	Amounts shown above include GST (where applicable)					
Pensioner Deferred Rates		(194,780)						
Pensioner Deferred ESL		(9,713)	Provision For Doubtful Debts (including Rates)					(200,000)
Total Rates and Rubbish, ESL, Excess Rates		5,559,175						

KEY INFORMATION



Debtors Due
\$187,161
Over 30 Days
7.9%
Over 60 Days
8.6%
Over 90 Days
63.0%

Collected	Rates Due
29%	\$5,559,175

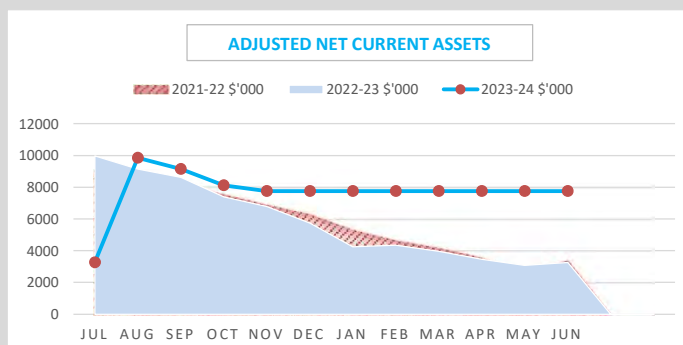
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2024**

**OPERATING ACTIVITIES
ADJUSTED NET CURRENT ASSETS**

	Last Years Closing 30 Jun 2024	This Time Last Year 30 Sep 2023	Year to Date Actual 30 Sep 2024
	\$	\$	\$
Current Assets			
Cash Unrestricted - Muni	4,723,418	6,222,583	4,855,308
Cash Restricted - Reserves	4,896,287	44,464	0
Cash Restricted - Reserves Term Deposits	0	6,000,000	4,896,287
Cash Restricted - Muni Term Deposits	0	0	0
Cash Restricted - Trust Bonds & Deposits	16,130	21,565	22,026
Receivables - Rates and Rubbish, ESL, Excess Rates	513,250	2,901,931	5,559,175
Receivables - Other	522,191	548,129	549,064
Inventories	41,439	18,196	(9,317)
	10,712,714	15,756,868	15,872,544
Less: Current Liabilities			
Payables	(2,135,559)	(1,422,929)	(1,392,209)
Lease Liabilities	(28,524)	(33,271)	(28,524)
Loan Liability	(189,114)	(137,392)	(162,580)
Provisions	(814,747)	(745,192)	(814,747)
	(3,167,942)	(2,338,784)	(2,398,060)
Net Current Asset Position	7,544,772	13,418,084	13,474,484
Less: Cash Restricted	(4,896,287)	(5,330,160)	(4,896,287)
Add Back: Component of Leave Liability not Required to be funded	383,679	371,710	383,679
Add Back: Current Loan Liability	189,114	137,392	162,580
Current Portion of Lease Liability	28,524	33,271	28,524
Net Current Funding Position	3,249,801	8,630,297	9,152,979

SIGNIFICANT ACCOUNTING POLICIES

Please see page 5 for information on significant accounting policies relating to Net Current Assets.



KEY INFORMATION

The amount of the adjusted net current assets at the end of the period represents the actual surplus (or deficit if the figure is a negative) as presented on the Rate Setting Statement.

Year YTD Actual

Surplus(Deficit)

\$9.15 M

This Time Last Year

Surplus(Deficit)

\$8.63 M

NOTE: For the Cash Assets above the following investments have been made as at reporting date:

<u>Cash Restricted (Reserves)</u>	<u>Investment Value \$</u>	<u>Maturity Date</u>	<u>Rate</u>	<u>Institution</u>	<u>Investment %</u>
NAB (Investment 1)	2,448,144	08/01/2025	5.35%	NAB	50%
CBA (Investment 1)	2,448,143	08/01/2025	4.94%	CBA	50%
Municipal Funds					
	-				
Total Cash Restricted (Reserves)	4,896,287				100%
Investment Summary					
NAB (Investment 1)	2,448,144				50%
CBA (Investment 1)	2,448,143				50%
Total Investment Summary	4,896,287				100%

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2024**

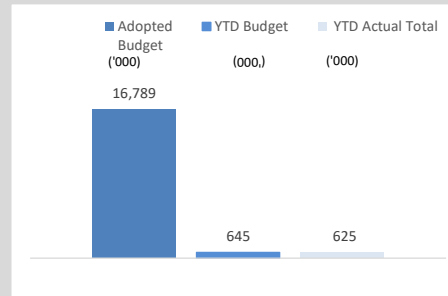
**INVESTING ACTIVITIES
CAPITAL ACQUISITIONS**

Capital Acquisitions	Adopted Budget	Current Budget	YTD Budget	YTD Actual Total	YTD Budget Variance
	\$	\$	\$	\$	\$
Land and Buildings	9,369,104	9,369,104	0	12,857	(12,857)
Plant & Equipment	2,817,136	2,839,136	232,997	496,623	(263,626)
Furniture & Equipment	87,400	87,400	6,249	0	6,249
Roads	2,627,397	2,627,397	0	47,415	(47,415)
Footpaths	277,599	277,599	0	0	0
Road Drainage	0	0	0	0	0
Infrastructure- Bridges	1,079,000	1,079,000	391,998	0	391,998
Infrastructure - Parks & Ovals and Other	531,700	531,700	13,848	68,226	(54,132)
Capital Expenditure Totals	16,789,336	16,811,336	645,092	625,122	20,217

SIGNIFICANT ACCOUNTING POLICIES

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

KEY INFORMATION



Acquisitions	Adopted Annual Budget	Current Budget	YTD Actual	% Spent
	\$16.79 M	\$16.81 M	\$.63 M	4%

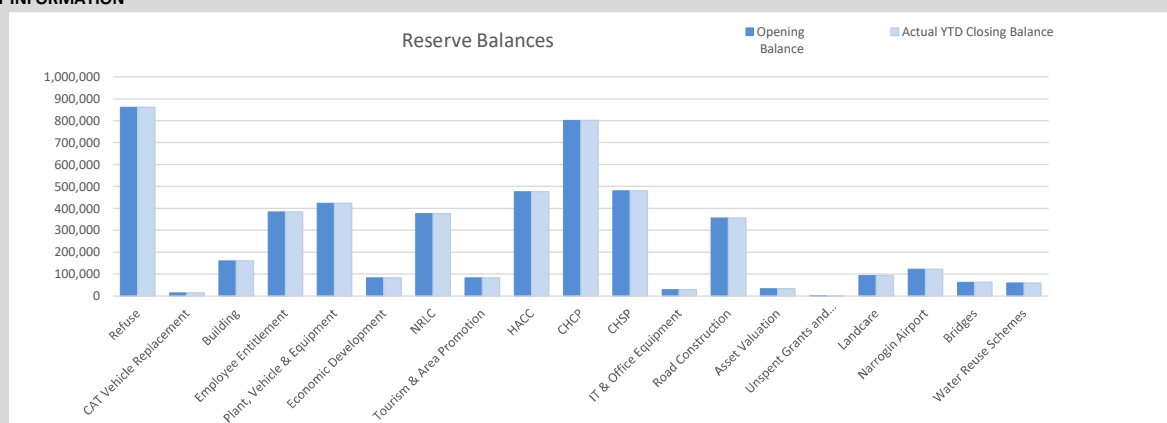
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2024**

**OPERATING ACTIVITIES
CASH AND INVESTMENTS**

Cash Backed Reserve

Reserve Name	Opening Balance	Current Budget Interest Earned	Actual Interest Earned	Current Budget Transfers In (+)	Actual Transfers In (+)	Current Budget Transfers Out (-)	Actual Transfers Out (-)	Current Budget Closing Balance	Actual YTD Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Refuse	861,363	48,708	0	45,000	0	(85,000)	0	870,071	861,363
CAT Vehicle Replacement	14,492	819	0	0	0	0	0	15,311	14,492
Building	159,315	9,009	0	0	0	(50,000)	0	118,324	159,315
Employee Entitlement	383,679	21,696	0	0	0	0	0	405,375	383,679
Plant, Vehicle & Equipment	423,281	23,935	0	445,000	0	(890,000)	0	2,216	423,281
Economic Development	82,218	4,649	0	475,068	0	(199,168)	0	362,767	82,218
NRLC	375,998	21,262	0	100,000	0	0	0	497,260	375,998
Tourism & Area Promotion	83,549	4,725	0	140	0	(50,000)	0	38,414	83,549
HACC	475,068	0	0	0	0	(475,068)	0	(0)	475,068
CHCP	800,416	45,261	0	0	0	(344,852)	0	500,825	800,416
CHSP	479,965	27,141	0	0	0	(210,989)	0	296,117	479,965
IT & Office Equipment	28,094	1,589	0	0	0	0	0	29,683	28,094
Road Construction	356,468	20,157	0	0	0	0	0	376,625	356,468
Asset Valuation	33,883	1,916	0	0	0	0	0	35,799	33,883
Unspent Grants and Contributions	140	0	0	0	0	(140)	0	0	140
Landcare	92,969	5,257	0	0	0	(5,000)	0	93,226	92,969
Narrogin Airport	122,115	6,905	0	25,000	0	0	0	154,020	122,115
Bridges	63,519	3,592	0	48,000	0	(36,232)	0	78,879	63,519
Water Reuse Schemes	59,758	3,379	0	10,000	0	(40,000)	0	33,137	59,758
	4,896,287	250,000	0	1,148,208	0	(2,386,449)	0	3,908,047	4,896,287

KEY INFORMATION



**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2024**

**BUDGET
AMENDMENTS**

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

Date	GL / Job Number	GL Description	Description	Council Resolution	Schedule	Classification	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
25/09/2024	2040226	OTHGOV - Valuation Expenses	OTHGOV - Valuation Expenses	250924.04	4			(15,000)		(15,000)
25/09/2024	2050420	OLOPS - Natural Disaster Relief	OLOPS - Natural Disaster Relief	250924.04	5				15,000	15,000
25/09/2024	3110218	NRLC - User Fees - Group Fitness Classes	NRLC - User Fees - Group Fitness Classes	250924.04	11				(6,500)	(6,500)
25/09/2024	3110211	NRLC - User Fees - Health Club	NRLC - User Fees - Health Club	250924.04	11			6,500		6,500
								(8,500)	8,500	0

10.3.4 MONTHLY FINANCIAL REPORTS – OCTOBER 2024

File Reference	12.8.1
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interest that requires disclosure.
Applicant	Nil
Previous Item Numbers	Nil
Date	18 November 2024
Author	Therese Walker - Manager Corporate Services
Authorising Officer	Dale Stewart - Chief Executive Officer
Attachments 1. Monthly Financial Report for October 2024 2. Capital Projects Tracker – as at 19 November 2024	

Summary

In accordance with the Local Government Financial Management Regulations (1996), Regulation 34, the Shire is to prepare a monthly Statement of Financial Activity for presentation to the Council.

Background

Nil

Consultation

Consultation has been undertaken with the Chief Executive Officer and Financial Services Coordinator.

Statutory Environment

Local Government (Financial Management) Regulations 1996, Regulation 34 applies.

Policy Implications

The Council's Policy Manual contains no policies that relate and nor are there any proposed.

Sustainability & Climate Change Implications

Environmental – There are no known environmental implications.

Economic – There are no known economic implications.

Social – There are no known social implications.

Financial Implications

All expenditure has been approved via adoption of the 2024/25 Annual Budget or resulting from a Council resolution.

Council is requested to review the October 2024 Monthly Financial Reports, noting that Council is advised of the following matters:

- Rates –The amount received to 31 October, is 67.14% of the total to be collected, and there is still more than \$2.67M still to be collected from both current rates and arrears. It should be noted that there is approximately \$205k related to Pensioner Rates and ESL Deferments.
- The brought forward Budgeted Surplus of \$2,876,849 is, subject to final Audit, now predicted to be \$3,249,800, some 13% or \$372,951 extra. This will be discussed in a report following with respect to proposed Budget amendments recommended.
- Capex for 2024/25 is well underway; of a total of 75 Capital Projects for 2024/25, eleven projects, or 14.66%, are completed.

Strategic Implications

Shire of Narrogin Strategic Community Plan 2017-2027:	
Objective	4. Civic Leadership Objective (Continually enhance the Shire's organisational capacity to service the needs of a growing community)
Objective	4.1 An efficient and effective organisation

Risk Implications

Risk	Risk Likelihood	Risk Impact / Consequence	Risk Rating	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
Failure to monitor the Shire's ongoing financial performance would increase the risk of a negative impact on the Shire's Financial position. As the monthly report is a legislative requirement, non-compliance may result in a qualified audit.	Rare (1)	Moderate (3)	Low (1-4)	Compliance Requirements	Accept Officer Recommendation

Risk Matrix

Consequence Likelihood		Insignificant	Minor	Moderate	Major	Catastrophic
		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to

the following objectives; work health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating of three (3) has been determined for this item. Any items with a risk rating of 10 or greater (considered to be high or extreme risk) will be added to the Risk Register, and any item with a risk rating of 16 or greater will require a specific risk treatment plan to be developed.

Comment/Conclusion

The October 2024 Monthly Financial Report is presented for review.

Voting Requirements

Simple Majority

OFFICERS' RECOMMENDATION & COUNCIL RESOLUTION 271124.06

Moved: Cr Bartron

Seconded: Cr McNab

That with respect to the Monthly Financial Report for October 2024, Council note the Reports as presented.

CARRIED 7/0

For: President Ballard, Cr Broad, Cr Fisher, Cr Bartron, Cr Pomykala, Cr Wiese, Cr McNab

Against: Nil

MONTHLY FINANCIAL REPORT
 (Containing the Statement of Financial Activity)
FOR THE PERIOD ENDED 31 OCTOBER 2024



LOCAL GOVERNMENT ACT 1995

LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996

TABLE OF CONTENTS

Statement of Financial Activity	2 - 3
Monthly Summary Information	4
Summary Graphs	5
Significant Accounting Policies	6
Receivables	7
Adjusted Net Current Assets	8
Capital Acquisitions Summary	9
Cash Backed Reserves	10
Budget Amendments	11

**STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 OCTOBER 2024**

BY NATURE OR TYPE

	Ref Note	Adopted Annual Budget \$	Amended Annual Budget \$	YTD Budget (a) \$	YTD Actual (b) \$	Var. % (b)-(a)/(a) %	Var.
OPERATING ACTIVITIES							
Revenue from operating activities							
Rate Revenue		6,058,549	6,058,549	6,056,701	6,046,374	(0%)	
Grants, Subsidies and Contributions	9	1,977,666	1,977,666	767,599	949,711	19%	▲
Profit on Asset Disposal	12	48,262	48,262	28,235	16,719	(69%)	
Fees and Charges		3,019,686	3,019,686	1,563,751	1,548,360	(1%)	
Service Charges		0	0	0	0		
Interest Earnings		524,000	524,000	133,660	106,487	(26%)	▼
Fair value adjustments to financial assets at fair value through profit and loss		0	0	0	0		
Other Revenue		324,984	324,984	92,237	53,064	(74%)	▼
		11,953,147	11,953,147	8,642,183	8,720,715	1%	
Expenditure from operating activities							
Employee Costs		(7,378,981)	(7,378,981)	(2,476,132)	(2,139,246)	16%	▼
Materials and Contracts		(3,843,571)	(3,828,571)	(1,302,021)	(989,331)	32%	▼
Utilities Charges		(1,048,742)	(1,048,742)	(389,928)	(294,904)	32%	▼
Depreciation (Non-Current Assets)		(3,358,620)	(3,358,620)	(1,119,488)	(1,539,053)	(27%)	▲
Interest Expenses		(73,468)	(73,468)	(23,496)	760	(3190%)	
Insurance Expenses		(367,990)	(367,990)	(345,642)	(381,271)	(9%)	
Loss on Asset Disposal	12	(31,343)	(31,343)	(10,444)	(2,886)	262%	
Other Expenditure		(361,761)	(376,761)	(187,059)	(66,058)	183%	▼
		(16,464,476)	(16,464,476)	(5,854,210)	(5,411,989)		
Operating activities excluded from budget							
Add Back Depreciation		3,358,620	3,358,620	1,119,488	1,539,053	27%	▲
Adjust (Profit)/Loss on Asset Disposal	11	(16,919)	(16,919)	(17,791)	(13,834)	(29%)	
Movement in Leave Reserve (Added Back)		21,696	21,696	0	0		
Adjust Employee Benefits Provision (Non-Current)		0	0	0	0		
Adjust Deferred Pensioner Rates/ESL (Non-Current)		0	0	0	0		
Adjust Receivables Employee Related Provision (Non-Current)		0	0	0	0		
Adjust Sundry Debtors (Non-Current)		0	0	0	0		
Fair value adjustments to financial assets at fair value through profit and loss		0	0	0	0		
Adjust Rounding		1	1	0	0		
Amount attributable to operating activities		(1,147,931)	(1,147,931)	3,889,670	4,833,945		
INVESTING ACTIVITIES							
Non-Operating Grants, Subsidies and Contributions	9	9,531,876	9,553,876	963,996	726,300		
Purchase of Investments		0	0	0	0		
Land Held for Resale	8	0	0	0	0		
Land and Buildings	8	(9,369,104)	(9,369,104)	(94,483)	(18,195)	419%	▼
Plant and Equipment	8	(2,817,136)	(2,839,136)	(256,995)	(597,455)	(57%)	▲
Furniture and Equipment	8	(87,400)	(87,400)	(26,032)	(17,398)	50%	
Infrastructure Assets - Roads	8	(2,627,397)	(2,627,397)	0	(126,444)	(100%)	▲
Infrastructure Assets - Footpaths	8	(277,599)	(277,599)	0	0		
Infrastructure Assets - Road Drainage	8	0	0	0	0		
Infrastructure Assets - Bridges	8	(1,079,000)	(1,079,000)	(391,998)	0	100%	▼
Infrastructure - Parks & Ovals and Other	8	(531,700)	(531,700)	(71,463)	(85,310)	(16%)	
Proceeds from Disposal of Assets	8	407,000	407,000	100,332	186,227	(46%)	
Proceeds from Sale of Investments		0	0	0	0		
Amount attributable to investing activities		(6,850,460)	(6,850,460)	223,357	67,725		
FINANCING ACTIVITIES							
Proceeds from New Debentures	13	4,346,000	4,346,000	0	0		
Proceeds from Advances		0	0	0	0		
Principal Repayment of Debentures	13	(189,114)	(189,114)	(5,448)	(26,533)		
Principal Repayment of Lease Financing	13	(23,585)	(23,585)	(7,856)	0		
Self-Supporting Loan Principal		0	0	0	0		
Transfer from Reserves	10	2,386,449	2,386,449	0	0	79%	
Advances to Community Groups		0	0	0	0		
Transfer to Reserves	10	(1,398,208)	(1,398,208)	0	0		
Amount attributable to financing activities		5,121,542	5,121,542	(13,304)	(26,533)		
MOVEMENT IN SURPLUS OR DEFICIT							
Surplus or deficit at the start of the financial year		2,876,849	2,876,849	2,876,849	3,249,801		
Amount attributable to operating activities		(1,147,931)	(1,147,931)	3,889,670	4,833,945		
Amount attributable to investing activities		(6,850,460)	(6,850,460)	223,357	67,725	11%	
Amount attributable to financing activities		5,121,542	5,121,542	(13,304)	(26,533)	20%	
Surplus or deficit at the end of the financial year	3	(0)	(0)	6,976,572	8,124,937		

KEY INFORMATION

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

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 OCTOBER 2024**

**EXPLANATION OF
MATERIAL VARIANCES**

The material variance thresholds are adopted annually by Council as an indicator of whether the actual expenditure or revenue varies from the year to date budget materially. The material variance adopted by Council for the current year is an Actual Variance exceeding 10% and a value greater than \$15,000.

Reporting Program	Var. \$	Var. %	Var.	Timing/ Permanent	Explanation of Variance
Opening Funding Surplus	\$ 372,952	% 11%	▲	Permanent	Note 1: The Opening Funding Surplus whilst not a variance, is in accordance with the un-audited Annual Financial Statements for 23/24.
Revenue from operating activities					
Law, Order and Public Safety	(22,679)	(43%)	▼	Timing	Income lower due to Bush Fire Mitigation Funding Grant not yet received budget phased over year.
Education and Welfare	153,126	23%	▲	Timing	positive variance due to CHCP and CHSP grant funding tracking higher than budget due to phasing of the budget.
Recreation and Culture	(35,024)	(16%)	▼	Timing	Negative variance to NRLC fees, charges and other recreation reimbursement tracking lower than budgeted. Other Culture grants received higher than budgeted and ahead of budget phasing.
Transport	30,545	11%	▲	Timing	Main Roads Direct Road Grant received higher than budgeted amount.
Economic Services	22,372	10%	▲	Timing	Positive variance due to Tourism and Buildings Control operating Income tracking higher than budgeted, Standpipe Income is behind budgeted amount at this point.
Other Property and Services	(50,173)	(566%)	▼	Timing	Negative variance due to Private Work Income tracking lower than budgeted, Admin Grants not yet received. Admin reimbursements are tracking higher than budgeted.
Expenditure from operating activities					
Governance	128,104	63%	▲	Timing	Members sitting fees and allowances are tracking lower than budgeted and \$50,000 Audit Fee budgeted is yet to be paid
Law, Order and Public Safety	44,385	16%	▲	Timing	The 2024/25 Annual Budget has not yet been uploaded as it was adopted in August 2024
Health	27,731	34%	▲	Timing	Health expenditure all tracking lower than expected with the exception of Health control expenditure which is tracking higher than budgeted due to pigeon culling in the CBD.
Education and Welfare	131,092	22%	▲	Timing	CHCP and CHSP expenditure lower than budget due to phasing of the budget.
Community Amenities	131,099	31%	▲	Timing	Expenditure associated with sanitation and sewerage running lower than budget at this point in time.
Recreation and Culture	260,701	16%	▲	Timing	Expenditure associated with the maintenance and operation of town halls and civic centres running behind budget. Expenditure associated with the maintenance and operation of the NRLC running behind budget. Expenditure associated with the maintenance and operation of the parks & gardens and town ovals running behind budget. Expenditure associated with community events running behind budget.
Transport	(208,019)	(14%)	▼	Timing	Transport expenditure tracking higher than budgeted due to Road Depreciation being higher than budgeted.
Economic Services	104,024	29%	▲	Timing	Expenditure associated with the maintenance and operation of the visitor centre and caravan park running behind budget.
Other Property and Services	(192,978)	(63%)	▼	Timing	Variance mainly due to timing of admin overhead allocations, plant operating costs allocations and public work overhead allocations. Depreciation cost also tracking higher than budgeted.
Investing Activities					
Non-operating Grants, Subsidies and Contributions	(237,696)	(33%)	▼	Timing	Actual income relating RRG and WSNF received ahead of budget phasing.
Proceeds from Disposal of Assets	85,895	46%	▲	Timing	Asset disposals have occurred in advance of budget phasing.
Capital Acquisitions	(3,832)	(100%)	▲	Timing	Plant/Vehicle purchases have occurred ahead of budget phasing. Expenditure on bridge projects are running behind the budget phasing.
Financing Activities					
Repayment of Debentures	(21,085)	(79%)	▼	Timing	Variance due to timing of loan payments.

KEY INFORMATION

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

▲ Favourable variance

▼ Unfavourable variance

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

**MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDED 31 OCTOBER 2024**

**MONTHLY SUMMARY
INFORMATION**

PREPARATION TIMING AND REVIEW

Date prepared: All known transactions up to reporting period.
Prepared by: Manager Corporate Services
Reviewed by: Executive Manager Corporate & Community Services

BASIS OF PREPARATION

REPORT PURPOSE

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

BASIS OF ACCOUNTING

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

Except for cash flow and rate setting information, the report has been prepared on the accrual basis and is based on historical costs, modified, where applicable, by the measurement at fair value of selected non-current assets, financial assets and liabilities.

THE LOCAL GOVERNMENT REPORTING ENTITY

All Funds through which the Local Government controls resources to carry on its functions have been included in this statement. In the process of reporting on the local government as a single unit, all transactions and balances between those funds (for example, loans and transfers between Funds) have been eliminated.

SIGNIFICANT ACCOUNTING POLICIES

GOODS AND SERVICES TAX

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

CRITICAL ACCOUNTING ESTIMATES

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

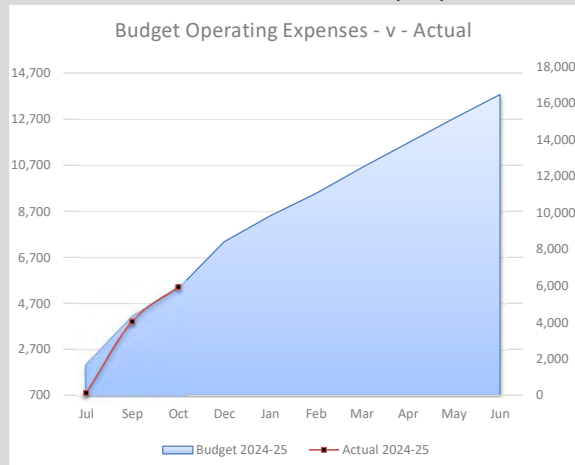
ROUNDING OFF FIGURES

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

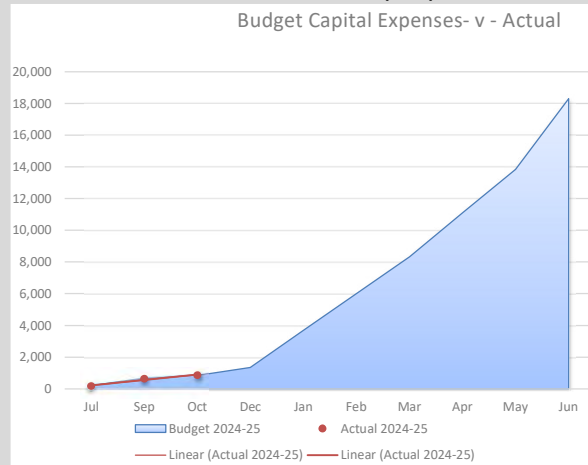
**MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDED 31 OCTOBER 2024**

**MONTHLY SUMMARY INFORMATION
GRAPHS**

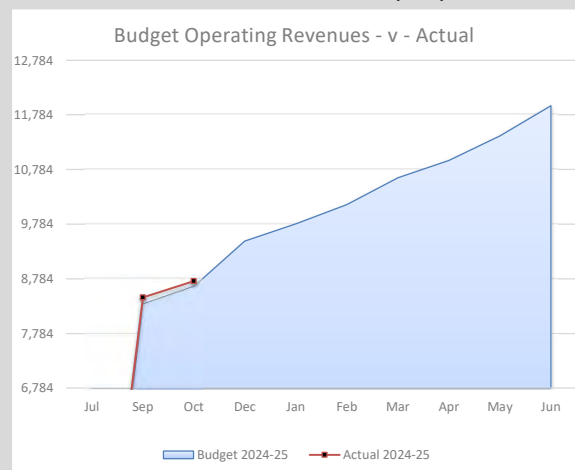
OPERATING EXPENSES ('000)



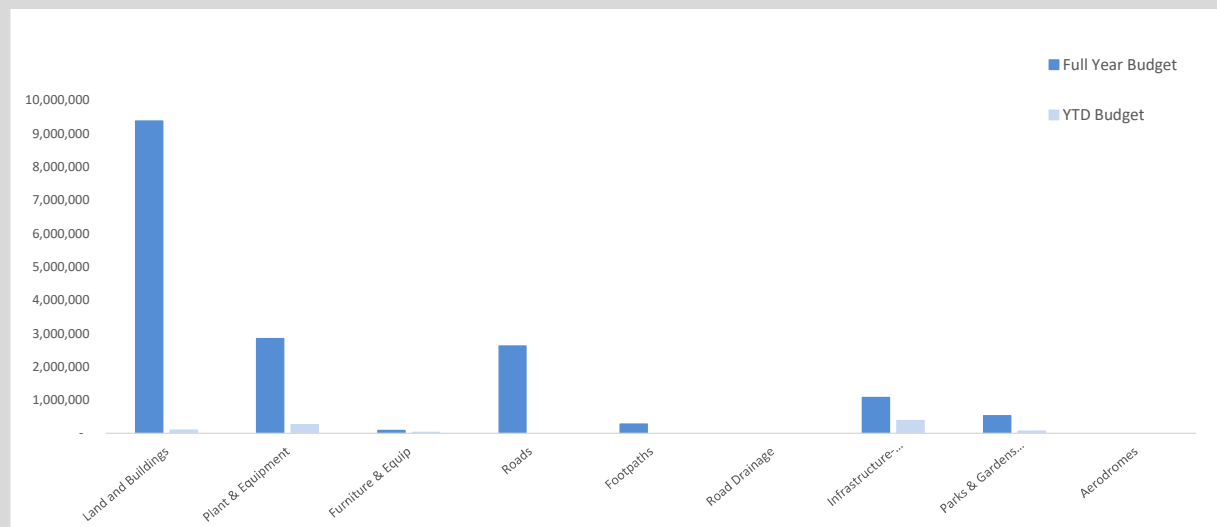
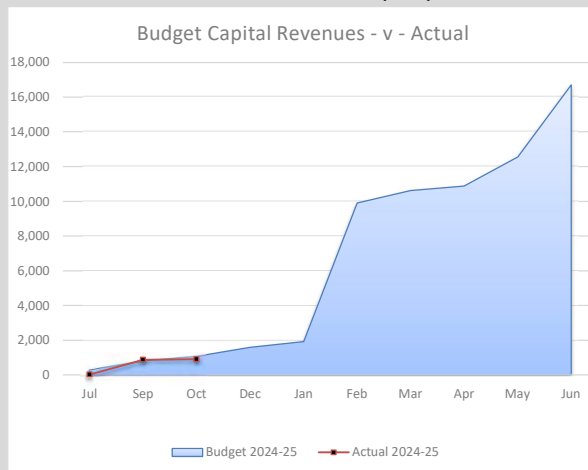
CAPITAL EXPENSES ('000)



OPERATING REVENUE ('000)



CAPITAL REVENUE ('000)



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

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 OCTOBER 2024**

NET CURRENT ASSETS

SIGNIFICANT ACCOUNTING POLICIES

CURRENT AND NON-CURRENT CLASSIFICATION

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

EMPLOYEE BENEFITS

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

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

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

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

The liability for long service leave is recognised in the provision for employee benefits and measured as the present value of expected future payments to be made in respect of services provided by employees up to the reporting date using the Project Unit Credit method.

Consideration is given to expected future wage and salary levels, experience of employee departures and periods of service. Expected future payments are discounted using market yields at the reporting date on national government bonds with terms to maturity and currency that match as closely as possible, the estimated future cash outflows. Where the Local Government does not have the unconditional right to defer settlement beyond 12 months, the liability is recognised as a current liability.

PROVISIONS

Provisions are recognised when: The Local Government has a present legal or constructive obligation as a result of past events; it is more likely than not that an outflow of resources will be required to settle the obligation; and the amount has been reliably estimated. Provisions are not recognised for future operating losses. Where there are a number of similar obligations, the likelihood that an outflow will

be required in settlement is determined by considering the class of obligations as a whole. A provision is recognised even if the likelihood of an outflow with respect to any one of item included in the same class of obligations may be small.

INVENTORIES

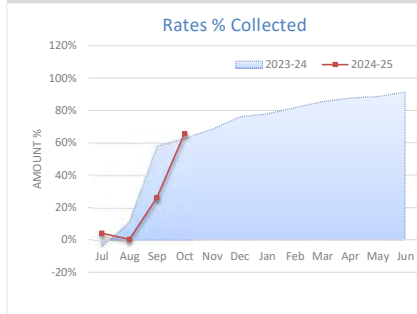
Inventories are measured at the lower of cost and net realisable value. Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 OCTOBER 2024**

**OPERATING ACTIVITIES
RECEIVABLES**

Rates Receivable	30 Jun 24	31 Oct 24	Receivables - General	Current	30 Days	60 Days	90+ Days	Total
	\$	\$		\$	\$	\$	\$	\$
Opening Arrears Previous Years	658,762	717,743	Receivables - General	72,735	9,213	7,724	63,984	153,657
RATES - Rates Levied - GRV	3,590,595	3,923,291	Percentage	47%	6%	5%	42%	100%
RATES - Rates Levied - UV	1,223,381	1,314,124						
RATES - Minimum Rates Levied - GRV	678,531	522,625						
RATES - Minimum Rates Levied - UV	260,091	280,179						
RATES - Interim Rates Levied - GRV	2,356	1,802						
RATES - Back Rates Levied - GRV	455	(4,960)						
RATES - Ex-Gratia Rates (CBH, etc.)	12,499	9,313						
Instalment Admin fee	37,054	35,647						
Private S/Pool Inspection fees	1,860	9,672						
Domestic Refuse Collection Charges	526,460	575,167						
Domestic Services (Additional)	5,155	5,754						
Domestic Recycling Service	193,828	212,047						
Domestic Recycling Service (additional)	284	309						
Commercial Collection Charge	49,196	54,040						
Commercial Collection Charge (additional)	50,100	46,647						
Non-Rateable Collection Charge	75,793	83,400						
Non-Rateable Additional Pick Up	38,831	0						
Commercial Additional Pick Up	27,563	29,400						
FESA ESL	306,176	320,632						
Total Rates and Rubbish (YTD)	6,773,516	7,419,090	GST Input					
Less Collections to date	(6,786,520)	(5,462,828)						
Net Rates Collectable	717,743	2,674,004	Total Receivables General Outstanding					153,657
% Collected (Current and Arrears)	91.31%	67.14%	Amounts shown above include GST (where applicable)					
Pensioner Deferred Rates		(194,780)						
Pensioner Deferred ESL		(9,713)	Provision For Doubtful Debts (including Rates)					(200,000)
Total Rates and Rubbish, ESL, Excess Rates		2,469,511						

KEY INFORMATION



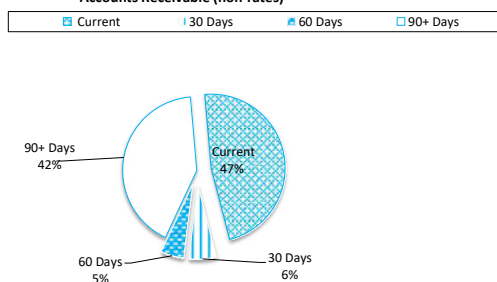
Collected

67%

Rates Due

\$2,469,511

Accounts Receivable (non-rates)



Debtors Due

47.3%

Over 30 Days

6.0%

Over 60 Days

5.0%

Over 90 Days

41.6%

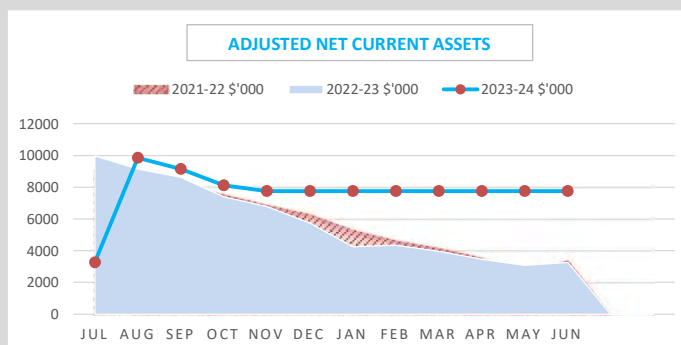
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 OCTOBER 2024**

**OPERATING ACTIVITIES
ADJUSTED NET CURRENT ASSETS**

	Last Years Closing 30 Jun 2024	This Time Last Year 31 Oct 2023	Year to Date Actual 31 Oct 2024
	\$	\$	\$
Current Assets			
Cash Unrestricted - Muni	4,723,418	5,439,906	2,073,652
Cash Restricted - Reserves	4,896,287	44,604	0
Cash Restricted - Reserves Term Deposits	0	6,000,000	4,896,287
Cash Restricted - Muni Term Deposits	0	0	5,000,000
Cash Restricted - Trust Bonds & Deposits	16,130	22,596	21,352
Receivables - Rates and Rubbish, ESL, Excess Rates	513,250	2,555,414	2,469,511
Receivables - Other	522,191	580,540	404,105
Inventories	41,439	51,597	(2,751)
	10,712,714	14,694,658	14,862,158
Less: Current Liabilities			
Payables	(2,135,559)	(1,606,116)	(1,409,866)
Lease Liabilities	(28,524)	(33,271)	(28,524)
Loan Liability	(189,114)	(137,392)	(162,580)
Provisions	(814,747)	(745,192)	(814,747)
	(3,167,942)	(2,521,971)	(2,415,716)
Net Current Asset Position	7,544,772	12,172,687	12,446,442
Less: Cash Restricted	(4,896,287)	(5,330,160)	(4,896,287)
Add Back: Component of Leave Liability not Required to be funded	383,679	371,710	383,679
Add Back: Current Loan Liability	189,114	137,392	162,580
Current Portion of Lease Liability	28,524	33,271	28,524
Net Current Funding Position	3,249,801	7,384,900	8,124,937

SIGNIFICANT ACCOUNTING POLICIES

Please see page 5 for information on significant accounting policies relating to Net Current Assets.



KEY INFORMATION

The amount of the adjusted net current assets at the end of the period represents the actual surplus (or deficit if the figure is a negative) as presented on the Rate Setting Statement.

Year YTD Actual

Surplus(Deficit)

\$8.12 M

This Time Last Year

Surplus(Deficit)

\$7.38 M

NOTE: For the Cash Assets above the following investments have been made as at reporting date:

<u>Cash Restricted (Reserves)</u>	<u>Investment Value \$</u>	<u>Maturity Date</u>	<u>Rate</u>	<u>Institution</u>	<u>Investment %</u>
NAB (Investment 1)	2,448,144	08/01/2025	5.35%	NAB	50%
CBA (Investment 1)	2,448,143	08/01/2025	4.94%	CBA	50%
Municipal Funds					
NAB (Investment 1)	2,500,000	07/01/2025	4.95%	NAB	50%
CBA (Investment 1)	2,500,000	07/01/2025	4.84%	CBA	50%
Total Cash Restricted (Reserves)	9,896,287				200%
Investment Summary					
NAB (Investment 1)	4,948,144				100%
CBA (Investment 1)	4,948,144				100%
Total Investment Summary	9,896,287				200%

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 OCTOBER 2024**

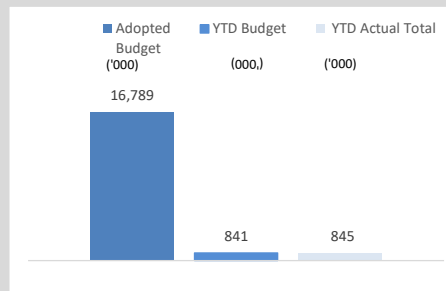
**INVESTING ACTIVITIES
CAPITAL ACQUISITIONS**

Capital Acquisitions	Adopted Budget	Current Budget	YTD Budget	YTD Actual Total	YTD Budget Variance
	\$	\$	\$	\$	\$
Land and Buildings	9,369,104	9,369,104	94,483	18,195	76,288
Plant & Equipment	2,817,136	2,839,136	256,995	597,455	(340,460)
Furniture & Equipment	87,400	87,400	26,032	17,398	8,634
Roads	2,627,397	2,627,397	0	126,444	(126,444)
Footpaths	277,599	277,599	0	0	0
Road Drainage	0	0	0	0	0
Infrastructure- Bridges	1,079,000	1,079,000	391,998	0	391,998
Infrastructure - Parks & Ovals and Other	531,700	531,700	71,463	85,310	(13,601)
Capital Expenditure Totals	16,789,336	16,811,336	840,971	844,803	(3,586)

SIGNIFICANT ACCOUNTING POLICIES

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

KEY INFORMATION



Acquisitions	Adopted Annual Budget	Current Budget	YTD Actual	% Spent
	\$16.79 M	\$16.81 M	\$.84 M	5%

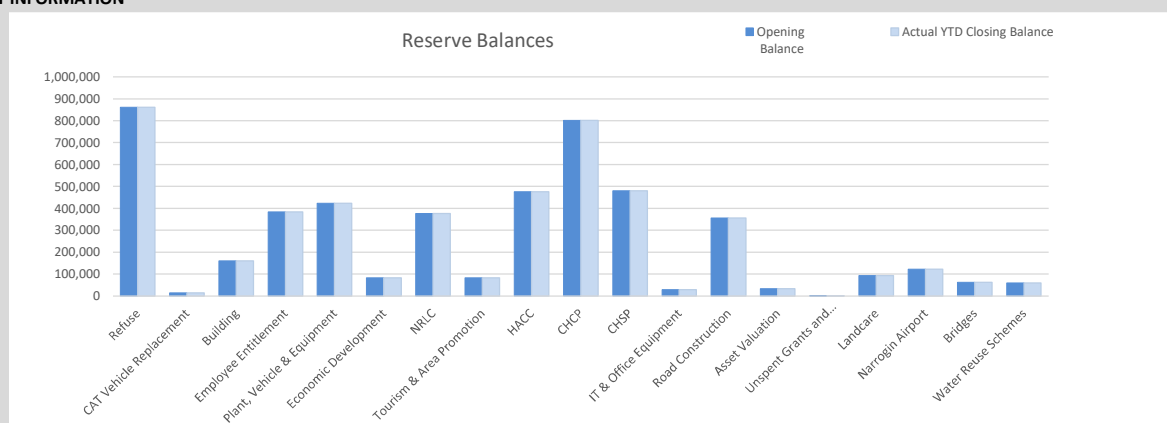
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 OCTOBER 2024**

**OPERATING ACTIVITIES
CASH AND INVESTMENTS**

Cash Backed Reserve

Reserve Name	Opening Balance	Current Budget Interest Earned	Actual Interest Earned	Current Budget Transfers In (+)	Actual Transfers In (+)	Current Budget Transfers Out (-)	Actual Transfers Out (-)	Current Budget Closing Balance	Actual YTD Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Refuse	861,363	48,708	0	45,000	0	(85,000)	0	870,071	861,363
CAT Vehicle Replacement	14,492	819	0	0	0	0	0	15,311	14,492
Building	159,315	9,009	0	0	0	(50,000)	0	118,324	159,315
Employee Entitlement	383,679	21,696	0	0	0	0	0	405,375	383,679
Plant, Vehicle & Equipment	423,281	23,935	0	445,000	0	(890,000)	0	2,216	423,281
Economic Development	82,218	4,649	0	475,068	0	(199,168)	0	362,767	82,218
NRLC	375,998	21,262	0	100,000	0	0	0	497,260	375,998
Tourism & Area Promotion	83,549	4,725	0	140	0	(50,000)	0	38,414	83,549
HACC	475,068	0	0	0	0	(475,068)	0	(0)	475,068
CHCP	800,416	45,261	0	0	0	(344,852)	0	500,825	800,416
CHSP	479,965	27,141	0	0	0	(210,989)	0	296,117	479,965
IT & Office Equipment	28,094	1,589	0	0	0	0	0	29,683	28,094
Road Construction	356,468	20,157	0	0	0	0	0	376,625	356,468
Asset Valuation	33,883	1,916	0	0	0	0	0	35,799	33,883
Unspent Grants and Contributions	140	0	0	0	0	(140)	0	0	140
Landcare	92,969	5,257	0	0	0	(5,000)	0	93,226	92,969
Narrogin Airport	122,115	6,905	0	25,000	0	0	0	154,020	122,115
Bridges	63,519	3,592	0	48,000	0	(36,232)	0	78,879	63,519
Water Reuse Schemes	59,758	3,379	0	10,000	0	(40,000)	0	33,137	59,758
	4,896,287	250,000	0	1,148,208	0	(2,386,449)	0	3,908,047	4,896,287

KEY INFORMATION



**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 OCTOBER 2024**

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

Date	GL / Job Number	GL Description	Description	Council Resolution	Schedule	Classification	Increase in Available Cash	Decrease in Available Cash
25/09/2024	2040226	OTHGOV - Valuation Expenses	OTHGOV - Valuation Expenses	250924.04	4		(15,000)	
25/09/2024	2050420	OLOPS - Natural Disaster Relief	OLOPS - Natural Disaster Relief	250924.04	5			15,000
25/09/2024	3110218	NRLC - User Fees - Group Fitness Classes	NRLC - User Fees - Group Fitness Classes	250924.04	11			(6,500)
25/09/2024	3110211	NRLC - User Fees - Health Club	NRLC - User Fees - Health Club	250924.04	11		6,500	
23/10/2024	PE089	Ockley Water Tank 130,000 litre	Ockley Water Tank 130,000 litre	231024.04	5			(17,000)
23/10/2024	PE090	Ockely Weather Station	Ockely Weather Station	231024.04	5			(5,000)
23/10/2024	5050154	FIRE - Contribution and Donations	FIRE - Contribution and Donations	231024.04	5		22,000	



As at 19 Nov 2024

	Project Title/Task	COA	Job	Original Budget	Current Budget	Actual Exp / Income to 19/11/24	Outstanding PO Exp to 19/11/24	Total Committed Expenditure or Income Received	Budget Remaining (incl P/Os)	Current Risk of completion by 30/6. H=Unlikely	Comments	Accountability	Status	% Complete	Start Date	Due Date
1	Projects that are either strategic (plans/projects) or critical to implement and manage or of an asset renewal or creation (Capital) in nature that have a budget provision in the current Budget. All CAPEX and a few CEO identified OPEX.			UV Code? To be added manually Copy/paste... A	UV Code? To be added manually Copy/paste... B	UV Code? To be added manually Copy/paste... C	UV Code? To be added manually Copy/paste... D	Calc column (do not enter) E (E= C + D)	Calc column (do not enter) F (B - E)		Crisp, Clear, Concise, Date format entry eg 13/7 - Project commenced and no issues expected.	Select from one of the 4 Departments	- On Track - Off Track - Complete - In Trouble - On Hold		Anticipated start date of the Project	Anticipated completion date of the Project
6	Additional Public CCTV Cameras (Subject to Grant)	4050455	FE037	\$100,000.00	\$100,000.00	\$0.00	\$0.00	\$0.00	\$100,000.00	Low	Not yet commenced.	Corporate & Community Services	On Track	0%	01/07/24	30/05/25
7	SES Building Project	4050260	BC265	\$55,483.00	\$55,483.00	\$0.00	\$3,377.28	\$3,377.28	\$52,105.72	Low	10/9/2024 - Pending grant funding approval. 8/10/2024 - LGGS or 2023/2024 capital funding was unsuccessful.	Development & Regulatory Services	Off Track	0%	01/07/24	30/05/25
8	Acquisition of Incident Control Vehicle	4050255	PA950	\$881,900.00	\$881,900.00	\$0.00	\$0.00	\$0.00	\$881,900.00	Low	10/9/2024 - still awaiting to be fabricated due to backlog of order from various LG. 8/10/2024 - No change to status.	Development & Regulatory Services	On Track	0%	01/07/24	30/05/25
9	Acquisition of General Rescue Utility Vehicle	4050255	PA951	\$110,200.00	\$110,200.00	\$0.00	\$0.00	\$0.00	\$110,200.00	Low	10/9/2024 - Response from DFES Resource Allocation Officer is that the GRU is still awaiting chassis delivery to the builder. At this stage third quarter of this FY seems likely. Exact date is unknown. 8/10/2024 - No change to status.	Development & Regulatory Services	On Track	0%	01/07/24	30/05/25
10	Mobile Stand Pipe - BFB (Fast Fill Trailer)	4050255	PA953	\$8,000.00	\$8,000.00	\$0.00	\$0.00	\$0.00	\$8,000.00	Low	10/9/2024 - With fabricators	Development & Regulatory Services	On Track	30%	01/07/24	30/05/25
11	Standpipe 130,000 litre water tank - Ockley	4050155	PE089	\$0.00	\$17,000.00	\$0.00	\$14,518.18	\$14,518.18	\$2,481.82	Low	Added by OCM 23/10/24	Development & Regulatory Services	On Track	0%	25/10/24	19/12/24
12	Weather station to support fire monitoring and safety	4050155	PE090	\$0.00	\$5,000.00	\$0.00	\$4,228.27	\$4,228.27	\$771.73	Low	Added by OCM 23/10/24	Development & Regulatory Services	On Track	0%	25/10/24	19/12/24
13	Acquisition of Speed Signs (2 sets of 2)	4050455	PE087	\$50,000.00	\$50,000.00	\$30,440.00	\$0.00	\$30,440.00	\$19,560.00	Completed	Purchase order issued to Voxon. Delivery of 4 speed sign and poles expected October 2024. 21/10/24 Now installed	Technical & Rural Services	Complete	100%	01/07/24	30/05/25
16	Purchase of REHO Vehicle 2024	4070355	PA004F	\$35,000.00	\$35,000.00	\$45,283.18	\$0.00	\$45,283.18	-\$10,283.18	Completed	Purchased - over budget by \$10k - offset by Plant Reserve Net Draws	Development & Regulatory Services	Complete	100%	01/07/24	30/05/25
18	Fuso Rosa Bus Replacement	4080455	PA072A	\$141,000.00	\$141,000.00	\$128,199.89	\$0.00	\$128,199.89	\$12,800.11	Completed	Bus replaced July 2024. Project complete net under Budget between purchase and trade	Corporate & Community Services	Complete	100%	28/02/24	30/08/24
19	Senior Citizen Centre Roof Repair	4080650	BC292	\$35,000.00	\$35,000.00	\$0.00	\$0.00	\$0.00	\$35,000.00	Low	10/9/2024 - RFQ out	Development & Regulatory Services	On Track	10%	01/07/24	30/05/25
20	Senior Citizen Centre AC Repair	4080650	BC293	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00	\$15,000.00	Low		Development & Regulatory Services	On Track	0%	01/07/24	30/05/25
23	Design & Construction new liquid waste ponds	4100165	IO188	\$35,000.00	\$35,000.00	\$0.00	\$0.00	\$0.00	\$35,000.00	Low		Development & Regulatory Services	On Track	0%	30/08/24	30/05/25
24	Construction of Recycling Shed (Tip Shop)	4100160	BC274	\$50,000.00	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00	Low		Development & Regulatory Services	On Track	0%	30/08/24	30/05/25
26	Thomas Hogg Ablutions and Sewerage Project	4100850	BC294	\$35,000.00	\$35,000.00	\$0.00	\$0.00	\$0.00	\$35,000.00	Low		Development & Regulatory Services	On Track	0%	01/07/24	31/01/25
28	Thomas Hogg Effluent Tank Upgrade	4100360	BC295	\$25,000.00	\$25,000.00	\$11,889.00	\$0.00	\$11,889.00	\$13,111.00	Low	Purchase order issued to supplier by MOPs. Expected supply and install by early April 2025	Technical & Rural Services	On Track	90%	01/07/24	31/01/25
29	Filter and Pipe Replacement For Clayton Oval Reticulation	4100350	IO137	\$15,000.00	\$15,000.00	\$0.00	\$8,620.00	\$8,620.00	\$6,380.00	Low	Due for installation October 2024	Technical & Rural Services	On Track	0%	01/07/24	25/04/25
34	Town Hall Upgrade Work - (to be agreed by Council)	4110160	BC181	\$90,119.00	\$90,119.00	\$0.00	\$0.00	\$0.00	\$90,119.00	Low	16/9/24 - Waiting fro Peter Jago to review the structural details and design from the Structural Engineer.	Development & Regulatory Services	On Track	0%	30/08/24	30/05/25
36	Replacement Carpet in NRLC Reception and Squash Courts	4110250	FE107	\$18,000.00	\$18,000.00	\$0.00	\$22,650.00	\$22,650.00	-\$4,650.00	Low	2 quotes received but additional quotes still being sought prior top final decision of supplier.	Corporate & Community Services	On Track	25%	01/07/24	30/05/25
37	NRLC Courts - Electric Winders	4110255	PE077	\$20,000.00	\$20,000.00	\$10,585.00	\$0.00	\$10,585.00	\$9,415.00	Low	Vendor identified and PO to be raised for Purchase of Winders for Court 1.	Corporate & Community Services	On Track	50%	01/07/24	30/05/25
38	Glass Backboards and Snap Down Ring - 4 in total	4110255	PE088	\$26,036.00	\$26,036.00	\$0.00	\$30,244.00	\$30,244.00	-\$4,208.00	Low	Vendor identified and PO to be raised for Items for Courts 1 & 3.	Corporate & Community Services	On Track	50%	01/07/24	30/05/25
39	NRLC - Fire Panel Emergency Warning System	4110255	PE079	\$40,000.00	\$40,000.00	\$35,364.10	\$0.00	\$35,364.10	\$4,635.90	Low	Fire panel delivered and installed, invoice received and to be paid in September project complete bar payment of invoice.	Corporate & Community Services	On Track	95%	01/07/24	30/05/25
40	NRLC Upgrade Works (Pool Covers 120k, Glazing 50k, Discretionary 25k)	4110255	PE084	\$195,000.00	\$195,000.00	\$116,807.27	\$10,460.00	\$127,267.27	\$67,732.73	Low	Pool covers delivered; invoice being processed. Quotes received for Glazing Reception Desk area; Changing Room doors being quoted on w/c 16/09/24.	Corporate & Community Services	On Track	50%	01/07/24	30/05/25
41	NRLC Energy Efficiency and Upgrade Project	4110260	BC296	\$6,792,000.00	\$6,792,000.00	\$0.00	\$0.00	\$0.00	\$6,792,000.00	Low	Awaiting outcome of grant applications before commencement.	Corporate & Community Services	On Track	25%	01/07/24	30/05/25
43	Rail Heritage (Relocation of PM706)	4110670	IO136	\$35,000.00	\$35,000.00	\$0.00	\$72,900.00	\$72,900.00	-\$37,900.00	Low	\$72k plus GST + Expenses \$8k = \$80k plus GST Offset Sponsorship Income Agreed \$32,800 (@31/10): *Fisher Financial Group \$1,000 incl GST (Silver) - Invoiced *Craig & Di Prideaux \$5,000 incl GST (Gold) - Invoiced. *Narrogin Earthmoving & Concrete \$8,000 incl GST (Gold) - Invoiced. *Great Southern Fuels (Sally) \$1,000 incl GST (Silver) - Invoiced *Online Pledges \$3,600 (@31/10) *Roy & Carissa George \$1,000 incl GST (Silver) Invoiced *Narrogin Restoration Group (Fmr Ngn Apex Club) \$8,000 incl GST (Gold) - Invoiced *Leigh & Sara Ballard and Family \$5,000 incl GST (Gold) - Invoiced. 10/9/24 Purchase Order issued to WA Specialised Transport as the preferred supplier for RFQ 24/25-06 Expected delivery of PM 706 and Carriage is November/December.	Office of CEO	On Track	50%	30/08/24	31/12/24
45	Lions Park Shade Sails		IO062	\$25,000.00	\$25,000.00	\$0.00	\$16,325.00	\$16,325.00	\$8,675.00	Completed	Purchase order issued, expected install of shade sails November 2024. \$8,675 under budget	Technical & Rural Services	Complete	100%	30/08/24	30/05/25
46	Narrogin SpeedwayLighting Upgrade Project		IO138	\$200,000.00	\$200,000.00	\$0.00	\$0.00	\$0.00	\$200,000.00	Low	Awaiting outcome of grant application before commencement.	Corporate & Community Services	On Track	15%	30/08/24	30/05/25
48	Portable Library Shelving	4110550	FE109	\$9,300.00	\$9,300.00	\$0.00	\$8,495.00	\$8,495.00	\$805.00	Low	Yet to commence	Corporate & Community Services	On Track	0%	30/08/24	30/05/25
49	Construction of Library Building Extension	4110560	IO080B	\$388,052.00	\$388,052.00	\$0.00	\$0.00	\$0.00	\$388,052.00	Low	Documentation for RFQ completed only.	Corporate & Community Services	On Track	10%	30/08/24	30/05/25
50	Library - Community Access Hublet Tablets (6)	4110550	FE040	\$15,600.00	\$15,600.00	\$14,170.36	\$0.00	\$14,170.36	\$1,429.64	Low	Tablets on order.	Corporate & Community Services	On Track	50%	30/08/24	30/05/25
52	Public Art Strategy Implementation	4110860	IO113	\$124,000.00	\$124,000.00	\$31,078.08	\$73,561.92	\$104,640.00	\$19,360.00	Low	Artist identified and final design and Indigenous artist input being confirmed before further progression.	Corporate & Community Services	On Track	40%	30/08/24	31/01/25
56	Whinbin Rock Rd Construction	4120167	RRG205	\$1,012,500.00	\$1,012,500.00	\$137,967.67	\$551,074.03	\$689,041.70	\$323,458.30	Low	Starting October 2024	Technical & Rural Services	On Track	20%	30/08/24	30/05/25
57	Wandering Road Construction SLK0.0 to 3.0	4120164	WSFN332	\$801,266.00	\$801,266.00	\$0.00	\$441,360.00	\$441,360.00	\$359,906.00	Low		Technical & Rural Services	On Track	0%	30/08/24	30/05/25
58	Construct Highbury Rest Area (C/F)	4120165	IR048	\$57,729.00	\$57,729.00	\$0.00	\$18,513.00	\$18,513.00	\$39,216.00	Low		Technical & Rural Services	On Track	0%	30/08/24	30/05/25
59	Morcombe Re-Sheet SLK 2.00 to 3.88	4120165	IR131	\$90,986.00	\$90,986.00	\$0.00	\$0.00	\$0.00	\$90,986.00	Low		Technical & Rural Services	On Track	0%	30/08/24	30/05/25
60	Wiese Rd Re-Sheet SLK 1.45 to 7.9	4120165	IR224	\$132,205.00	\$132,205.00	\$0.00	\$0.00	\$0.00	\$132,205.00	Low		Technical & Rural Services	On Track	0%	30/08/24	30/05/25
61	Sim Rd Resheet SLK 0.0 to 1.53	4120165	IR132	\$39,628.00	\$39,628.00	\$0.00	\$0.00	\$0.00	\$39,628.00	Low		Technical & Rural Services	On Track	0%	30/08/24	30/05/25
62	Spencer Re-sheet SLK 1.7 to 3.17	4120165	IR133	\$39,628.00	\$39,628.00	\$0.00	\$0.00	\$0.00	\$39,628.00	Low		Technical & Rural Services	On Track	0%	30/08/24	30/05/25
63	Highbury South Resheet SLK 0.0 to 6.19	4120165	IR134	\$75,551.00	\$75,551.00	\$0.00	\$0.00	\$0.00	\$75,551.00	Low		Technical & Rural Services	On Track	0%	30/08/24	30/05/25
64	Argus Street Widening	4120165	IR135	\$27,905.00	\$27,905.00	\$0.00	\$0.00	\$0.00	\$27,905.00	Low		Technical & Rural Services	On Track	0%	30/08/24	30/05/25
67	Congelin Road SLK 4.1 to 5.1	4120166	R2R202	\$61,857.00	\$61,857.00	\$0.00	\$55,944.00	\$55,944.00	\$5,913.00	Low		Technical & Rural Services	On Track	0%	30/08/24	30/05/25
68	Tarwonga Road SLK 3.04 to 4.04	4120166	R2R204	\$84,915.00	\$84,915.00	\$0.00	\$36,680.00	\$36,680.00	\$48,235.00	Low		Technical & Rural Services	On Track	0%	30/08/24	30/05/25

	Project Title/Task	COA	Job	Original Budget	Current Budget	Actual Exp / Income to 19/11/24	Outstanding PO Exp to 19/11/24	Total Committed Expenditure or Income Received	Budget Remaining (incl P/Os)	Current Risk of completion by 30/6. H=Unlikely	Comments	Accountability	Status	% Complete	Start Date	Due Date
69	Graham Road SLK 0.0 to 0.81 (Town)	4120166	R2R303	\$51,030.00	\$51,030.00	\$0.00	\$33,110.56	\$33,110.56	\$17,919.44	Low		Technical & Rural Services	On Track	0%	30/08/24	30/05/25
70	Lefroy Street SLK 0.24 to 1.27	4120166	R2R035	\$75,698.00	\$75,698.00	\$0.00	\$59,829.12	\$59,829.12	\$15,868.88	Low		Technical & Rural Services	On Track	0%	30/08/24	30/05/25
71	Town Street Reseal SLK 0.0 to 0.21	4120166	R2R079	\$6,300.00	\$6,300.00	\$0.00	\$6,932.52	\$6,932.52	-\$632.52	Low		Technical & Rural Services	On Track	0%	30/08/24	30/05/25
72	Ensign Street SLK 0.0 to 1.56	4120166	R2R006	\$70,200.00	\$70,200.00	\$0.00	\$57,011.20	\$57,011.20	\$13,188.80	Low		Technical & Rural Services	On Track	0%	30/08/24	30/05/25
74	Footpath on Federal St to Narrogin Auto Centre (Clayton to Ford)	4120175	IF101	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00	\$15,000.00	Low		Technical & Rural Services	On Track	0%	30/08/24	30/05/25
75	Railway Station Footpath to BP Crossing	4120175	IF059	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$0.00	\$25,000.00	Low		Technical & Rural Services	On Track	0%	30/08/24	30/05/25
76	Butler Street. Homer to Southern Bus Stop 132m	4120175	IF060	\$17,900.00	\$17,900.00	\$0.00	\$15,678.00	\$15,678.00	\$2,222.00	Low	Purchase order issued to NEC	Technical & Rural Services	On Track	50%	30/08/24	30/05/25
77	Falcon Street. Federal St to Glyde St. 130m	4120175	IF161	\$18,116.00	\$18,116.00	\$0.00	\$47,034.00	\$47,034.00	-\$28,918.00	Low	Purchase order issued to NEC - will be over budget however grant funded and overall LCIRP 4B on budget still with numerous under to compensate.	Technical & Rural Services	On Track	50%	30/08/24	30/05/25
78	Homer Street. Butler St to Argus St. 130m	4120175	IF162	\$18,584.00	\$18,584.00	\$0.00	\$16,884.00	\$16,884.00	\$1,700.00	Low	Purchase order issued to NEC	Technical & Rural Services	On Track	50%	30/08/24	30/05/25
79	Gray Street. Kipling St to Doney St. 434m	4120175	IF163	\$60,760.00	\$60,760.00	\$0.00	\$48,240.00	\$48,240.00	\$12,520.00	Low	Purchase order issued to NEC	Technical & Rural Services	On Track	50%	30/08/24	30/05/25
80	Butler Street. Doney St to Hansard St. 130m	4120175	IF164	\$20,652.00	\$20,652.00	\$0.00	\$16,281.00	\$16,281.00	\$4,371.00	Low	Purchase order issued to NEC	Technical & Rural Services	On Track	50%	30/08/24	30/05/25
81	Dalglish Street. Clayton Rd to Ensign St. 340m	4120175	IF165	\$49,848.00	\$49,848.00	\$0.00	\$15,075.00	\$15,075.00	\$34,773.00	Low	Purchase order issued to NEC	Technical & Rural Services	On Track	50%	30/08/24	30/05/25
82	Forrest Street. 82 Forrest St to Narrakine Rd. 340m	4120175	IF166	\$51,739.00	\$51,739.00	\$0.00	\$39,798.00	\$39,798.00	\$11,941.00	Low	Purchase order issued to NEC	Technical & Rural Services	On Track	50%	30/08/24	30/05/25
84	2014 John Deere 670G Grader	5120350	PA979	\$460,000.00	\$460,000.00	\$0.00	\$455,000.00	\$455,000.00	\$5,000.00	Low	P/O issued to AFGRI. Expected delivery date for the grader is February 2025.	Technical & Rural Services	On Track	90%	30/08/24	30/05/25
85	2022 Torro 7210 Mower	5120350	PA59B	\$40,000.00	\$40,000.00	\$0.00	\$50,470.00	\$50,470.00	-\$10,470.00	Low	Purchase order issued, expected delivery November 2024.	Technical & Rural Services	On Track	90%	30/08/24	30/05/25
86	2017 Mitsubishi Fuso 8T Truck	5120350	PA025B	\$140,000.00	\$140,000.00	\$0.00	\$141,587.83	\$141,587.83	-\$1,587.83	Low	Purchase order issued, expected delivery December.	Technical & Rural Services	On Track	90%	30/08/24	30/05/25
87	2013 Side Tipping Trailer	5120350	PA968A	\$150,000.00	\$150,000.00	\$0.00	\$162,500.00	\$162,500.00	-\$12,500.00	Low	P/O issued to Howard Porter for the purchase of 2 side tipping trailers. Delivery expected 16 weeks from order.	Technical & Rural Services	On Track	90%	30/08/24	30/05/25
88	2013 Side Tipping Trailer	5120350	PA969A	\$150,000.00	\$150,000.00	\$0.00	\$162,500.00	\$162,500.00	-\$12,500.00	Low	P/O issued to Howard Porter for the purchase of 2 side tipping trailers. Delivery expected 16 weeks from order.	Technical & Rural Services	On Track	90%	30/08/24	30/05/25
89	2022 Toyota Hilux (MO)	5120350	PA967H	\$65,000.00	\$65,000.00	\$62,524.81	\$0.00	\$62,524.81	\$2,475.19	Completed	Delivered	Technical & Rural Services	Complete	100%	30/08/24	30/05/25
90	2022 Toyota Hilux (CF)	5120350	PA8164B	\$60,000.00	\$60,000.00	\$56,125.85	\$0.00	\$56,125.85	\$3,874.15	Completed	Delivered	Technical & Rural Services	Complete	100%	30/08/24	30/05/25
91	2022 Toyota Hilux (Works Foreman)	5120350	PA026C	\$60,000.00	\$60,000.00	\$0.00	\$56,125.85	\$56,125.85	\$3,874.15	Completed	Delivered	Technical & Rural Services	Complete	100%	30/08/24	30/05/25
92	2021 Isuzu Dmax (Works)	5120350	PA8165A	\$35,000.00	\$35,000.00	\$0.00	\$0.00	\$0.00	\$35,000.00	Low		Technical & Rural Services	On Track	0%	30/08/24	30/05/25
93	Tractor Herbicide Trailer	5120350	PA970	\$15,000.00	\$15,000.00	\$9,518.18	\$0.00	\$9,518.18	\$5,481.82	Completed	Delivered	Technical & Rural Services	Complete	100%	30/08/24	30/05/25
95	Tarwonga Bridge (4551)	4120181	IB204	\$687,000.00	\$687,000.00	\$0.00	\$0.00	\$0.00	\$687,000.00	Low	MRWA and Fed Gov funded project managed by MRWA	Technical & Rural Services	On Track	0%	30/08/24	30/05/25
96	Whinbin Rock Rd Bridge (3125)	4120181	IB205	\$392,000.00	\$392,000.00	\$0.00	\$0.00	\$0.00	\$392,000.00	Low	MRWA and Fed Gov funded project managed by MRWA. This project is complete. Waiting on invoice from MRWA claim the Fed Gov funding which is quarantined. MRWA have advised that the final cost of the project was \$559,333.85 however have not issued an invoice at this time for the Federal grant funding portion of \$392,000 that is reserved for this project.	Technical & Rural Services	On Track	90%	30/08/24	30/05/25
99	Dog Enclosure Fence in Caravan Bay at Caravan Park	4130265	IO196	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	Low		Technical & Rural Services	On Track		30/08/24	30/05/25
100	Rail Trail Project	4110670	IO193	\$27,700.00	\$27,700.00	\$20,325.00	\$6,775.00	\$27,100.00	\$600.00	Low	In progress 22/10/24 Agenda item to be prepared for 27 November	Corporate & Community Services	On Track	40%	01/07/24	28/11/24
101	Caravan Park Accommodation Units	4130260	BC236	\$1,500,000.00	\$1,500,000.00	\$0.00	\$3,112.40	\$3,112.40	\$1,496,887.60	Low	\$1.5M in 2024/25 Budget. MOPs moving forward with procurement	Technical & Rural Services	On Track	15%	30/08/24	30/05/25
103	Purchase of Residential Land (Conversion of Reserves into Freehold)	4130640	LB030	\$100,000.00	\$100,000.00	\$0.00	\$0.00	\$0.00	\$100,000.00	Low	Negotitating with Kainya, DPLH and DoL re several options.	Office of CEO	On Track	0%	30/08/24	30/05/25
104	Good Shed - Roof and Wall Restoration	4130650	BC278	\$283,450.00	\$283,450.00	\$5,364.20	\$20,310.53	\$25,674.73	\$257,775.27	Low	16/9/24 - RFQ with CEO for consideration prior to advertising.	Development & Regulatory Services	On Track	0%	30/08/24	30/05/25
105	Card operated water standpipe system at Narrogin Townsite (Works Depot)	4130660	IO194A	\$40,000.00	\$40,000.00	\$30,891.23	\$0.00	\$30,891.23	\$9,108.77	Low	Purchase order issued to Industrial Automotive. Expected installation by mid November 2024.	Technical & Rural Services	On Track	50%	30/08/24	30/05/25
106	Card operated water standpipe system at Tarwonga Road	4130660	IO194B	\$25,000.00	\$25,000.00	\$11,614.50	\$0.00	\$11,614.50	\$13,385.50	Low	Purchase order issued to Industrial Automotive. Expected installation by mid November 2024.	Technical & Rural Services	On Track	50%	30/08/24	30/05/25
108	Building Surveyor Vehicle	4130350	PA047	\$35,000.00	\$35,000.00	\$44,610.45	\$0.00	\$44,610.45	-\$9,610.45	Low	Purchase order issued to Narrogin Autos to replace 002NGN. Expected deliver end October 2024. PHEV purchased to save on FBT. Over Budget by \$4k inclusive of trade in.	Development & Regulatory Services	On Track	90%	30/08/24	30/05/25
111	Replacement Printer/Copiers (NDVC, Depot, Admin Office)	4140580	FE102	\$19,500.00	\$19,500.00	\$7,398.00	\$0.00	\$7,398.00	\$12,102.00	Low	Items on order.	Corporate & Community Services	On Track	75%	30/08/24	30/05/25
112	ICT Upgrades as per Minor Asset Replacement	4140580	FE103	\$25,000.00	\$25,000.00	\$1,845.45	\$0.00	\$1,845.45	\$23,154.55	Low	Yet to commence	Corporate & Community Services	On Track	0%	30/08/24	30/05/25
115	Trade - NGN??? Building Surveyor Vehicle	5130350	PD047	-\$15,000.00	-\$15,000.00	-\$722,727.27	NA	-\$722,727.27	\$707,727.27	Low	Disposed of to Ngn Autos as trade in for \$25k. Offered to 3 other local dealers	Development & Regulatory Services	On Track	90%	30/08/24	30/05/25
116	Trade - 2014 John Deere 670G Grader	5120350	PD979	-\$130,000.00	-\$130,000.00	\$0.00	NA	\$0.00	-\$130,000.00	Low	To be auctioned when new arrives March 2025	Technical & Rural Services	On Track	0%	30/08/24	30/05/25
117	Trade - 2022 Torro 7210 Mower	5120350	PD59B	-\$10,000.00	-\$10,000.00	\$0.00	NA	\$0.00	-\$10,000.00	Low	To be purchased by Narrogin Golf Club when the new mower arrives and at the trade in price offered by the supplier.	Technical & Rural Services	On Track	90%	30/08/24	30/05/25
118	Trade - 2017 Mitsubishi Fuso 8T Truck	5120350	PD025A	-\$35,000.00	-\$35,000.00	\$0.00	NA	\$0.00	-\$35,000.00	Low		Technical & Rural Services	On Track	0%	30/08/24	30/05/25
119	Trade - 2013 Side Tipping Trailer	5120350	PD968	-\$15,000.00	-\$15,000.00	\$0.00	NA	\$0.00	-\$15,000.00	Low	To be auctioned when new trailers arrive Feb 2025	Technical & Rural Services	On Track	0%	30/08/24	30/05/25
120	Trade - 2013 Side Tipping Trailer	5120350	PD969	-\$15,000.00	-\$15,000.00	\$0.00	NA	\$0.00	-\$15,000.00	Low	To be auctioned when new trailers arrive Feb 2026	Technical & Rural Services	On Track	0%	30/08/24	30/05/25
121	Trade - 2022 Toyota Hilux (MO)	5120350	PD967H	-\$40,000.00	-\$40,000.00	-\$43,636.36	NA	-\$43,636.36	\$3,636.36	Completed	Traded	Technical & Rural Services	Complete	100%	30/08/24	30/05/25
122	Trade - 2022 Toyota Hilux (CF)	5120350	PD8164B	-\$35,000.00	-\$35,000.00	-\$35,454.55	NA	-\$35,454.55	\$454.55	Completed	Traded	Technical & Rural Services	Complete	100%	30/08/24	30/05/25
123	Trade - 2022 Toyota Hilux (Works Foreman)	5120350	PD026C	-\$35,000.00	-\$35,000.00	-\$36,818.18	NA	-\$36,818.18	\$1,818.18	Completed	Traded	Technical & Rural Services	Complete	100%	30/08/24	30/05/25
124	Trade - 2021 Isuzu Dmax (Works)	5120350	PD8165	-\$15,000.00	-\$15,000.00	\$0.00	NA	\$0.00	-\$15,000.00	Low		Technical & Rural Services	On Track	0%	30/08/24	30/05/25
125	Trade - Replacement of Homecare Fuso Rosa Bus	5080450	PD072A	-\$47,592.00	-\$52,000.00	-\$47,590.91	NA	-\$47,590.91	-\$4,409.09	Completed	Under budget income by \$4.4k	Corporate & Community Services	Complete	100%	02/07/24	10/07/24
128	NDVC Monopoly Board Game Project	2130214	MONOB01	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00	Low	notewell: budget review required to reflect \$90k total from GL 2130214 (error)	Corporate & Community Services	On Track	10%	01/07/24	30/04/25
129	MAF Bush Fire Prevention Funding	2050120	20501200	\$106,000.00	\$106,000.00	\$44,981.82	\$24,670.50	\$69,652.32	\$36,347.68	Low	10/9/2024 - Project being extended to November 2024. 80% of the works completed. Seeking variation to Bannister Road Reserve for fencing. 24/9/24 - Funding Body has rejected the requested variation to the fencing and surveying works. CEO request the surveying works to proceed and request a budget amendment in January to fencing - \$30k.	Development & Regulatory Services	Off Track	80%	01/07/24	31/10/24
131																
132																
133																
134																
135																
136																
137																
138																

7:36 PM – The Shire President and Cr McNab declared a proximity interest and left the room.

7:36 PM – The Deputy Shire President assumed the Chair.

10.3.5 ADOPTION OF THE NARROGIN-WILLIAMS RAIL TRAIL FEASIBILITY STUDY

File Reference	26.3.11
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interests that requires disclosure.
Applicant	Nil
Previous Item Numbers	Nil
Date	18 November 2024
Author	Anna Prysiashna – Community Development Officer
Authorising Officer	Dale Stewart – Chief Executive Officer
Attachments	
1. Narrogin Williams Rail Trail Feasibility Study	
2. Letter objecting to the Narrogin-Williams Rail Trail	

Summary

This report recommends that Council adopt the Narrogin-Williams Rail Trail Feasibility Study as a guiding document and endorse a joint proposal with the Shire of Williams to progress the project. Adoption of the study demonstrates Council's intent to support the project, enabling amendments to the Community Business Plan and providing a framework for future grant submissions.

Additionally, the report recommends seeking external funding opportunities and acknowledges the potential for cost reductions should some works be undertaken internally.

Background

The Shire of Narrogin, in collaboration with the Shire of Williams and the Department of Local Government, Sport, and Cultural Industries, commissioned the Narrogin-Williams Rail Trail Feasibility Study. The study explores the conversion of a 34 km disused railway corridor into a multi-use recreational rail trail.

The study identifies numerous benefits, including increased tourism, economic growth, and enhanced recreational opportunities for local residents. Preliminary community consultations and engagement with stakeholders demonstrated support for the project, while potential challenges such as fencing, biosecurity, and funding requirements have been addressed with practical solutions.

Joint collaboration between the Shire of Narrogin and the Shire of Williams will be critical to securing funding and achieving successful project implementation.

Consultation

Extensive consultations were undertaken to ensure the community's views and stakeholder concerns were comprehensively addressed.

External:

- The Shire of Williams and its staff provided insights into community sentiment and logistical challenges;
- Local community groups, including the Wheatbelt Cycling Collective, expressed strong support and highlighted the recreational and tourism benefits;
- The Public Transport Authority indicated its willingness to collaborate regarding the leasing of the disused rail corridor;
- Engagement with landowners along the corridor identified various concerns, including fencing, biosecurity, and the impact on farming operations. Of the landowners consulted, one negative written feedback and three oral were received regarding the project. Key issues raised included concerns about the potential for trespassing, unauthorised motorbike access, and disruptions to agricultural practices. (All landowners' concerns and solutions can be find in the report page 35 Table 1.);
- The Western Australian College of Agriculture has significant concerns regarding student safety, biosecurity, and the movement of livestock and equipment across the corridor. Addressing these issues will require careful design and consultation to mitigate risks; and
- Two "Open House" sessions were held in Narrogin on 11 September 2024, to gather feedback. Participants raised a range of topics, including:
 - The need for robust fencing and screening to protect adjoining properties;
 - Concerns about vegetation clearing for the trail; and
 - Acknowledgement of the economic and recreational benefits of the trail, particularly in increasing tourism.

Despite some opposition, the general tone of the consultations was supportive, with many recognising the project's potential to enhance community connectivity and provide economic benefits.

Internal consultation has occurred with the following staff members:

- Chief Executive Officer;
- Executive Manager Technical and Rural Services;
- Manager Operations Technical & Rural Services;
- Manager Community Services; and
- Community & Economic Development Coordinator.

Statutory Environment

The following general legislative provisions relate:

- Local Government Act 1995, Section 3.1 – General Function of Local Government;
- Environmental Protection Act 1986;
 - Environmental Protection (Clearing of Native Vegetation) Regulations 2004; and
- Public Transport Authority Act 2003 – Leasing of Railway Reserves.

Policy Implications

Council Policy 1.14 Community Engagement Policy relates and has been complied with.

Sustainability & Climate Change Implications

Environmental - Clearing regrowth vegetation will be minimised to preserve natural habitats. A Corridor Management Plan will mitigate environmental impacts.

Economic - Anticipated economic benefits include nearly \$1 million annually injected into the local economy.

Social - The trail will enhance recreational opportunities, foster community connectivity, and promote healthier lifestyles.

Financial Implications

The estimated cost of constructing the Narrogin-Williams Rail Trail is \$4 million (plus GST), as outlined in the feasibility study. This estimate includes fencing, bridge refurbishments, trailheads, vegetation clearing, and trail surface preparation.

The cost will be allocated between the Shire of Narrogin and the Shire of Williams, with the amounts determined by the specific works required within each Shire's boundaries. This collaborative funding approach underscores the joint commitment to the project and enhances its appeal for external funding opportunities.

External funding is a critical component of the project's financial plan. The following funding sources have been identified:

- WA Recreational Trails Grants Program;
 - A significant source for trail infrastructure projects, supporting the development of recreation and tourism trails in Western Australia.
- Building Better Regions Fund (Federal Government);
 - This program focuses on building stronger regional economies by funding community infrastructure projects.
- Narrogin Wind Farm Community Enhancement Fund; and
 - Contributions from this local initiative could provide significant financial support.
- Regional Trails Development Funding
 - This initiative from the WA Department of Local Government, Sport, and Cultural Industries promotes the development of high-quality trails.

The feasibility study highlights that leveraging grant income and sponsorships will significantly reduce the financial burden on both Shires.

If certain aspects of the project, such as vegetation clearing, fencing, or trailhead construction, can be carried out by the Shire's internal teams, the overall expenditure could be reduced considerably. A revised cost analysis should be undertaken to account for internal contributions and their potential impact on the total budget.

Maintenance costs will be another financial consideration. These will include:

- Trail surface upkeep;
- Repairs to fencing and bridges; and
- Trailhead facility maintenance.

The Shire will explore partnerships with community groups, such as the Wheatbelt Cycling Collective and "Friends of the Trail," to minimise ongoing costs. Additionally, the shared funding model with the Shire of Williams will extend to maintenance expenditures.

The feasibility study anticipates an economic injection of approximately \$996,295 annually into the regional economy through increased tourism and local spending. This includes:

- \$10,735/year from local users;
- \$739,170/year from day-trippers and extended stays by tourists; and
- \$246,390/year from visitors who come specifically for the rail trail experience.

By balancing these anticipated economic benefits with initial and ongoing costs, the project demonstrates strong financial viability and potential for a return on investment within four years.

Strategic Implications

Shire of Narrogin Strategic Community Plan 2017-2027:	
Objective:	1. Economic Objective (Support growth and progress, locally and regionally)
Outcome:	1.1 Growth in revenue opportunities
Strategy:	1.1.2 Promote Narrogin and the Region
Outcome:	1.2 Increased Tourism
Strategy:	1.2.1 Promote, develop tourism and maintain local attractions
Objective:	2. Social Objective (To provide community facilities and promote social interaction)
Outcome:	2.4 Cultural and heritage diversity is recognised
Strategy:	2.4.1 Maintain and enhance heritage assets

Risk Implications

Risk	Risk Likelihood	Risk Impact / Consequence	Risk Rating	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
Adjoining landowner opposition to the development of a Rail Trail abutting their land and the Shire not addressing or managing their stated concerns.	Possible (3)	Moderate (3)	Medium (5-9)	Engagement Practices	Manage by thorough consultation and engagement and appropriate management plans, should the Rail Trail proceed.
Environmental Concerns, such as removal of native vegetation or loss of habitat.	Unlikely (2)	Minor (2)	Low (1-4)	Environment Management	Manage by ensuring that any clearing is performed in accordance with the Environmental Protection (Clearing of Native

					Vegetation) Regulations 2004
--	--	--	--	--	---------------------------------

Risk Matrix

Consequence		Insignificant	Minor	Moderate	Major	Catastrophic
Likelihood		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives; work health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating of nine (9) and four (4) have been determined for this item. Any items with a risk rating of 10 or greater (considered to be high or extreme risk) will be added to the Risk Register, and any item with a risk rating of 16 or greater will require a specific risk treatment plan to be developed.

Comment/Conclusion

The Narrogin-Williams Rail Trail offers a transformative opportunity for the two local governments, promoting tourism, community well-being, and economic growth. Adopting the Narrogin-Williams Rail Trail Feasibility Study signals the Shire of Narrogin's commitment to the project and aligns with its strategic priorities. This will enable the preparation of amendments to the Community Business Plan, positioning the Shire for successful grant applications and advancing joint collaboration with the Shire of Williams.

Voting Requirements

Simple Majority

OFFICERS' RECOMMENDATION & COUNCIL RESOLUTION 271124.07

Moved: Cr Wiese

Seconded: Cr Pomykala

That with respect to the proposed Narrogin-Williams Rail Trail, Council resolves to:

- 1) Adopt the Feasibility Study as a guiding document for the proposed rail trail project;
- 2) Endorse a joint proposal with the Shire of Williams to progress the project collaboratively;
- 3) Consider amending the Community Business Plan when next due to include the rail trail project, demonstrating intent and commitment for future grant submissions;
- 4) Seek external funding opportunities from State and Federal Government grants, as well as private and community benefit funds; and
- 5) Consider cost reductions by evaluating internal resource utilisation during project implementation.

CARRIED 5/0

For: Cr Broad, Cr Fisher, Cr Bartron, Cr Pomykala, Cr Wiese.

Against: Nil

NARROGIN WILLIAMS RAIL TRAIL Feasibility Study

NARROGIN WILLIAMS RAIL TRAIL

Feasibility Study

DRAFT REPORT

Prepared for



October 2024

CONTENTS

Executive Summary	4
<i>Potential Issues</i>	6
<i>Opportunities</i>	9
<i>Costs</i>	10
<i>Business Case</i>	12
Feasibility Statement	13
Section 1 – Introduction and Background	18
Section 2 – The Current Situation	30
Section 3 – Consultation	32
Section 4 – Potential Issues	47
Section 5 – Opportunities	54
Section 6 – Visitor Market and Needs Analysis	57
Section 7 – Estimates of Probable Costs	61
Section 8 – The Business Case	81
Section 9 – Feasibility Statement	95
Section 10 – Trail Maintenance	100
References	112
Appendices	
Appendix 1: Artist’s Impressions	114
Appendix 2: Photographic Examples from Other Rail Trails	119
Appendix 3: Construction Drawings and Cross Sections	127
Appendix 4: Plans of the Proposed Rail Trail	132

EXECUTIVE SUMMARY

The Shire of Narrogin commissioned Mike Halliburton Associates and Transplan Pty Ltd to prepare a Feasibility Study for a possible rail trail from Narrogin to Williams. The project was funded through contributions from the Shire of Narrogin, the Shire of Williams and the Department of Local Government, Sport and Cultural Industries.

A rail trail is a multi-use recreation trail constructed on a disused railway corridor (public land) for non-motorised users. There are well over 150 open or partially open rail trails in Australia, many of which are in Victoria, and they attract thousands of visitors from all over Australia. There are over 20 in Western Australia, including the nearby Collie Darkan Rail Trail and the Congelin Rail Trail in Dryandra Woodlands National Park. Although rail trails are extremely popular with all types of recreational cyclists, they are also very well used by walkers/hikers, horse riders (where permitted), joggers, trail runners, people in wheelchairs, people in mobility scooters (gophers), parents pushing prams, school groups, clubs and families. Rail trails also provide excellent venues for various events such as half-marathons, duathlons etc. The ever-increasing sales of electric bikes, and their growing use on recreation trails, needs also to be factored into future use of the proposed trail.

Rail trails have become very popular across Australia over the last 30 years with communities gaining benefit from the visitors they attract, and the money spent in local communities.

Although the initial intention of this study was to examine the feasibility/desirability of establishing a trail along the disused railway corridor, it was agreed at the outset that the report should contain sufficient detail for the respective Councils to proceed to construction (should it be a feasible proposition).

Consequently, even though considerable lengths of the corridor were examined on the ground by walking (or being driven by adjoining landowners) some parts of the corridor were not assessed on the ground. However, sufficient knowledge of the corridor was gained to allow reliable works lists (and cost estimates) to be prepared. This is particularly important as considerable lengths of the former railway corridor require new fencing. There is also a need for the installation of numerous stock and machinery crossing points (where the proposed trail divides paddocks or farming operations).

Numerous costs are involved in the conversion of a disused railway into a trail. These include clearing of vegetation to create a trail corridor, the provision of a good trail surface, the installation of new or refurbished bridges, new fencing, the provision of safe road crossings, trailhead facilities (including parking, picnic facilities, information signage), trail crossings for machinery and stock, and an assortment of signage.

In developing a trail such as this, which passes through productive crop and grazing country, there is no option but to ensure both sides of the trail corridor are fenced. The requirement to have a completely fenced trail corridor adds a considerable cost to the development budget.

Additionally, ample stock and machinery crossing points must be established to ensure that adjoining landowners are still able to move stock and equipment from one side of the trail corridor to the other. There is no escaping these requirements.

Initially it was considered desirable to develop a rail trail at a lower grade (i.e. minimum standards) and therefore at a minimal cost. This was a possibility for the crossings of the

Williams River and the other smaller creeks along the corridor. It was believed that cyclists and walkers could simply pick their best route through, or around, these water crossings. An alternative (boardwalk) structure, built at a lower level, might also be possible. However, while this is possible, it is far from desirable and doing so would limit the potential user numbers and detract significantly from the overall experience that rail trail users seek. Therefore, the cost estimates set out in this report envisage that each of the six bridges on the route be refurbished to cater for cyclists and walkers at the original railway level on the original railway bridges (rather than forcing users to depart from the railway formation and wading through potentially inundated ground).

To arrive at a statement of the trail's feasibility, it was necessary to consider the cost of developing the trail to its ultimate configuration (i.e. replacing missing fences, clearing undertaken for the trail route, refurbishment of bridges, creating safe road crossings, developing trailheads etc). It is only when all these costs are known (or reasonably estimated) can the trail's potential success be measured against expenditure in the region by future users.

There has been no effort to develop a staged development program or an implementation schedule. This is not the role of a feasibility study. Once a decision (to proceed) has been taken by each of the two Councils, and funding obtained, a Committee of Management should be appointed to guide the preparation of a Corridor Management Plan, a Bush Fire Risk Management Plan and the Construction Plan (where further detailed consultation with adjoining landowners is undertaken). This is the time to develop a staged implementation plan. Depending on availability of funds, the 'staged' development might occur in one of two ways:

1. Development of sections of the trail to their full potential (and possibly commencing development at both ends, and then meeting in the middle); or
2. Constructing the entire trail from one end to the other (albeit at a lesser grade or quality), and then progressively upgrading it by significant enhancements (such as refurbishment of bridges).



Potential Issues

In determining whether the proposed Narrogin Williams Rail Trail is worthwhile and viable an assessment was made of several potential issues and opportunities. None of the issues that follow are insurmountable, though some are difficult. (A fuller description of each issue is contained in Section 4).

- **Stakeholder positions** – both the Shire of Narrogin and the Shire of Williams' Councils are keen to explore the merit of developing the trail between Williams and Narrogin and sought funding for this study. Both Councils have previously looked at the prospect of leasing their respective sections of the railway reserve from the Public Transport Authority.
- **Tenure and land ownership** – the railway corridor is Crown land and remains in public ownership. There are several small leases of parts of the corridor. Much of it is now grazed by stock as fences have been removed over the years by adjoining landowners.



- **Bridges** – there are seven bridges between Williams and Narrogin, in various states of useability. All cross areas of flowing and/or standing water and usually with a steep gully and a steep descent/ascent from the embankment to the water. Most bridges have steel I-beams and either concrete piers or timber piers that appear to be in comparatively good condition. Only one bridge needed complete replacement. One bridge would be avoided by an alternative route to the Williams trailhead.
- **Regrowth vegetation** – since the last trains ran along the line in the late 1980s there has in many areas been a considerable amount of regrowth within the railway corridor.
- **Road crossings** – the most significant road crossing between Williams and Narrogin is the crossing of the Williams-Kondinin Road (which carries approximately 1,000 vehicles

per day in the vicinity of the proposed crossing point). There are other minor road crossings between Williams and Narrogin, none of which present any significant issue.

- **Disturbance to formation/embankment** – the removal of the steel track from the railway in the early 1990s caused significant disturbance to the formation in numerous locations.
- **Western Australian College of Agriculture Narrogin** - the College has approximately 4 kilometres of the disused railway passing through its landholdings. It is vitally concerned about the safety and security of its students and of biosecurity issues pertaining to its stock and crops.
- **Fencing** – the Williams Narrogin section of this railway was originally fenced at a corridor width of 35 (in some locations) or 40 metres (in other locations). Since the closure of the railway over 35 years ago some side fences have been removed and other have deteriorated significantly. Ample stock and machinery crossing points of the corridor will be needed to enable farmers and their stock to cross the rail trail corridor without the necessity of opening and closing gates.



- **Quality of construction** – the better the quality of trail, the better the experience for most potential trail users. The better the quality, the better the chance of attracting more users and consequently the bigger the financial returns to the communities at either end.
- **Gating at road crossings** – there is a potential for unauthorised users (such as motorised trail bikes and motor vehicles) to access the rail trail corridor. Most rail trails put in place secure gating systems at road crossings to prohibit or at least deter all but the most dedicated intruder.
- **Exit out of Narrogin** – the route south of the Visitor Centre towards Railway Dam is troublesome as sections are very unattractive, and well used for the movement and parking of cars and heavy machinery, storage and dumping of rubbish. However, a route that utilises existing shared paths and gravel verges is possible.

- **Choice of alignment** – in many locations the actual railway embankment/formation is not clearly discernible due to years of neglect and the dumping of waste materials. Years of regrowth vegetation also masks the actual alignment of the former railway line. In some locations where there is a parallel track.
- **Authenticity of experience** – using as much of the former railway infrastructure (such as bridges, embankments and cuttings) is a highly desirable outcome to provide future trail users with an ‘authentic’ rail trail experience.
- **Need for a mid-point trailhead** - the proposed rail trail, at approximately 34km, is an ideal range for cycling either as a one-way experience by many cyclists, or a return journey for fitter, more capable cyclists. However, 34km is a very long day’s walk and too far for most people. Therefore, a trailhead at a point preferably mid-way along the corridor would provide more options for future users.
- **Culverts** – lack of maintenance of the former railway corridor has resulted in most, if not all, culverts under the embankment becoming clogged with debris and mud.
- **Lack of maintenance** – since closure maintenance has been virtually non-existent and there are numerous locations where weeds are growing, and rubbish has been dumped.
- **Removal of remaining sleepers** – removal of the steel track from the railway occurred in the early 1990s. Sleepers were evidently removed at that time too, but not all.
- **Costs** – both capital and maintenance costs are a major consideration in any public infrastructure project. These need to be offset against a range of benefits – both economic and non-economic.
- **Landholder concerns and issues** - adjacent landowners are, understandably, apprehensive about trails close to their properties. It is important that these concerns are seriously addressed before any trail conversion takes place.
- **Flooding** - railway construction involved numerous bridges and dozens of pipe or timber culverts to carry the railway across rivers and creeks and water from one side of the railway embankment to the other. All existing bridges need refurbishment (or replacement in the case of one bridge) to carry trail users across flood prone land at these bridge locations.
- **Dogs and legal liability of landowners** - the recommended solution to having dogs on a rail trail is to only permit them in ‘town’ sections. The exclusion of dogs from farming areas means that someone who takes their dog into these areas is in breach of the trail regulations and any subsequent liability action would take this into account.
- **Aboriginal heritage** – there are no registered aboriginal heritage sites within, alongside, or in close proximity to the former railway corridor. The closest registered site is Aboriginal Cultural Heritage Register Place 5826 (some 300 metres to the north of the corridor). Earthworks and construction activity over 100 years ago (to develop the embankments and cuttings), and the clearing of vegetation within the entire corridor, would have destroyed evidence of any artefacts – should they have existed.
- **Horses on the trail** – a decision to not permit horses on the trail has been taken by both local governments. As with dogs, horses on a rail trail can and will pose a significant issue to adjoining landowners and their stock (and horses).

Opportunities

Rail trails also provide many notable opportunities. There are a number of specific elements within the area encompassed by the proposed trail route that provide opportunities and reasons for why a trail should be built. (A fuller description of each is contained in Section 5).

- **WA State Government funding** - the WA government committed \$17.5 million to completing the Wadandi Track (formerly known as the Busselton-Flinders Bay Rail Trail). This major funding commitment, which was announced at a time when several other trail projects received significant grants, is an indication that the WA Government is prepared to pursue the development of significant recreational trail projects for the benefit of Western Australians. Furthermore, the WA Government considers underutilised transport and service corridors (including former railways) in rural areas as excellent candidates for “transport trails” due to their relatively gentle gradients, and ability to support recreational and tourism trips between towns and regions.
- **Public Transport Authority** – the PTA is keen to divest its responsibilities for ongoing maintenance of assets along this disused railway corridor and would likely support any approach by the local governments should they decide to take the lease of the corridor for the purpose of developing a trail.
- **Possible funding from green energy projects** in the region – there is considerable opportunity for both Councils to utilise significant financial contributions from Community Enhancement Funds set up in the process of approving windfarms and other ‘green energy’ projects proposed for the region.
- **Appealing landscapes and infrastructure** - the proposed Rail Trail would pass through attractive rural farming scenery. Views of gently undulating countryside, containing water bodies and trees are the most attractive and relaxing for many people. Embankments and cuttings - whilst not a common feature on the corridor - are present and add to the diversity of the landscape.
- **Topography of the route** - one of the major appeals of rail trails is the gentle gradient, suitable for all types and levels of cyclists and all walkers (including parents with prams and people on mobility scooters).
- **Aesthetics on the corridor** - overall, the corridor has all the attributes that potential rail trail users desire: attractive landscapes and distant views, history, railway embankments and cuttings, railway bridges across rivers, scenic farmland and a gently curving but generally flat formation.
- **Access to the trail** – the visibility of the proposed trailheads (Lions Park in Williams and the Narrogin Visitors Centre) will help encourage use. The proposed trail has excellent access opportunities via the numerous crossroads, as well as from Railway Dam in Narrogin.
- **Connections between towns** - taking trail users to the towns at either end will provide new business opportunities for service providers. Development of the shared use trail may provide a range of new business opportunities (or allow existing businesses to expand).

- **Attracting new visitors who spend money** - a trail such as the proposed Narrogin Williams Rail Trail will provide several opportunities. A trail will bring additional tourists and assist in keeping them longer in the area. A trail will create opportunities to build on existing industries and enterprises of the area.
- **Capitalising on local trail network** - the recent development of mountain biking trails in Narrogin, coupled with the new in-town Heritage Trail and the upgraded cycle/walk trails within Foxes Lair, provide a broad spectrum of trail related activities for a range of potential users, including family groups.
- **Business development** - there is a range of business opportunities for private sector investors arising from the potential development of a rail trail. Providing accommodation, food and beverages, supported and guided tours and equipment, are some of the businesses that have arisen along other trails.
- **Broadening the recreation offerings** - provision of an additional off-road trail adds to the list of tourist offerings in the region and encourages visitors to stay a little longer to go for a pleasant walk or ride. A new nature-based attraction has the power to retain those visitors for longer, spending money and generating business opportunities. A trail is an attraction open 365 days each year.
- **A part of a longer journey** - the Rail Trail could become part of a much longer trail journey – from near Collie in the west to Darkan (on the Collie Darkan Rail Trail) and northwards to near Dardadine Siding (the northern extension of the Collie Darkan Rail Trail, north of Darkan within the Shire of West Arthur). The missing link in the potential 130 km rail trail (Collie to Narrogin) would be the 33km section between Dardadine and Williams.
- **Non-monetary benefits** - Trails can improve community connectivity and provide increasing recreational options for local people thus contributing to both physical and mental health of communities through which they pass.



Costs

The costs of construction of the proposed Narrogin Williams Rail Trail are an estimate of probable costs only. Accurate costs can only be determined via a competitive tendering process.

It is also anticipated that the use of the resources of each local government might result in significant savings.

The trail will cost in the order of **\$4.0 million (\$3,988,860) (plus GST)** to construct. This is the expected cost for developing a rail trail of good quality, with all bridges repurposed or replaced to accommodate the full range of potential users (cyclists, hikers, parents pushing prams, gofers, mobility scooters, e-bikes, etc).

Further details relating to the calculations of these costs are contained within the body of this report.



Business Case

With good marketing, the trail will attract local users and visitors. Under a relatively conservative scenario, the following outcomes are achievable.

- Local use – 4,145 local users/year is a reasonable expectation. This will result in an economic injection of \$10,735/year;
- If 3,000 visitors stay an extra day to use the trail (or part of the trail), an additional \$739,170/year would be injected into the regional economy.
- If 500 new visitors come to the region solely (or primarily) to do the trail, an additional \$246,390/year would be injected into the regional economy.

The total injection of dollars into the local economies from local, day trip and overnight visitors may be of the order of **\$996,295/ year** (under a range of conservative scenarios) from **7,645** users.

In other words, the expenditure to construct the trail (say, \$4.0 million) may be “recouped” (by businesses within the two communities) after approximately 4 years (at approximately \$1.0 million per year).

Further details relating to the calculations of these possible user numbers and expenditures are contained within the body of this report.



FEASIBILITY STATEMENT

A rail trail on the disused rail corridor between Narrogin and Williams is technically feasible. The issues raised can be overcome with good design and the corridor remains in public ownership.

To establish whether the proposed rail trail is a feasible proposition, this Feasibility Study sought to answer several questions:

Is there a viable trail route? Yes. As is the case for the vast majority of disused railways in Australia, the entire corridor is still in public ownership. However, several small sections near Narrogin are leased and CBH leases the Williams station area. Although the line was developed as a fenced railway, and several adjoining landowners have had unrestricted access to the public land within the corridor since the railway closed, the land remains in public ownership.

There will inevitably be disruptions to long established farming practices should the trail be constructed. However, as is the case with many other successful rail trails developed in similar broadacre farming areas in Australia and overseas, there is a range of practical and viable solutions to each and every issue that adjoining landowners raise. The fact that some farms straddle the railway corridor should therefore not be considered as a reason for not proceeding with the development of a trail.

Although the bridges over Williams River and the other watercourses have been partially dismantled, and an at-grade crossing of the Williams-Kondinin Road (and other minor roads) will be necessary, these minor discontinuities can easily be overcome through design solutions.

Are there alternative uses for the corridor that will provide more value to the community? Are these alternative uses viable? Unlike some other railway corridor re-use proposals, there has been no proposal to run a tourist train (or any other sort of train) along the disused railway corridor. This is principally because the steel track and sleepers have long been removed and the bridges have been partly dismantled (or in one case destroyed by fire). The other alternative use is continuing to crop and graze the corridor as currently occurs in parts and leave the rest of the corridor as is.

Will the trail provide a quality user experience (terrain/landscape/history)? Yes. The proposed Narrogin Williams Rail Trail would pass through attractive rural farming scenery, as this was where rail lines historically ran. Views to distant hills are sometimes present (though these are “low-rise” in nature). Undulating topography is constant along the corridor. Views of sheep grazing in adjoining paddocks adds to the interest. Some infrastructure along the railway corridor remains. Most bridges remain (albeit in various states of repair); distance pegs remain in most places. Embankments and cuttings - whilst not a common feature on the corridor - are present and add to the diversity of the landscape. All these elements of the original railway would add to the enjoyment of trail users. The trail would pass immediately north of Railway Dam and Archibald Park and increasing access to the areas will add to the user’s experience.

Is there a market for the proposed trail? Yes. Existing rail trails in other states, notably Victoria and elsewhere in Western Australia, are extremely well used and very popular recreational assets of the communities in which they are situated. The success of the Tumbarumba Rosewood Rail Trail in NSW, a recent development, is testimony to the demands for such facilities. The Wadandi Track (formerly known as the Busselton to Flinders Bay Rail

Trail) has recently been awarded \$17.5 million for its completion, due to its popularity and a surge in interest in outdoors activities.

This Feasibility Study has examined the potential for users to travel to the region from Perth in particular specifically for the rail trail and as an added component to their leisure time activities. Given the potential trail's proximity to Perth (a journey of approximately two hours from the heart of Perth), it will be a significant day trip attraction. The existence of a growing network of new and upgraded trails in and around Narrogin could make Narrogin a trail destination.

Will the rail trail create any unmanageable or unmitigated impacts on adjoining landholders' farming practices and lifestyles? A conditional no. It is true that a rail trail is a different use to the historic use of the corridor (for trains) and adjoining landholders may have expectations of how the corridor will be used in the future. A rail trail probably was not one of their expectations and they have concerns. However, the corridor remains publicly owned land and the issues and concerns raised by adjoining landholders have been satisfactorily addressed in the other rail trails round Australia (of which there are well over 100). Evidence shows no long-term negative impacts on farming practices and lifestyles. In consultation, adjoining landholders raised a number of usual concerns. It is believed that these issues can be satisfactorily addressed, managed or mitigated if the trail proceeds. It is important to recognise landholder concerns and, if the trail proceeds, to work closely with them to address individual concerns and arrive at mutually agreed solutions.

Are the local governments and key stakeholders supportive of the concept? The answer is unclear. Both Councils have committed to helping fund this Study which indicates a commitment to exploring this project thoroughly. However, there have been no formal commitments beyond that process. This is a critical issue. Both Councils will need to be convinced that development of the rail trail has considerable merit. The costs of construction, and the costs of ongoing maintenance and the impacts on neighbouring landowners will be key factors in any future decisions made by each Council. This will be tempered by the recommendations of this study, the estimates of financial (and other) benefits that the rail trail will bring to the two towns and a host of other factors.

Is there a supportive community? Yes. The general tone from the two community consultation sessions was that the project is worthwhile for a range of reasons. Of the adjoining landholders who attended, three were opposed, and had genuine queries about potential issues and how they might be addressed if the trail were to proceed.

Would the trail be value for money? Yes. Trails repeatedly demonstrate that there are numerous benefits to be gained through their construction: economic benefits to the towns where they start and finish – a boost to businesses associated with the trail; social and physical health benefits; and a range of environmental and cultural benefits. Use scenarios and possible numbers of users means that, for an investment of \$4.0 - \$4.5 million, there will be an opportunity for users to traverse a 34km rail trail in the region providing undulating landscapes and good views with towns at either end. In summary, it can be reliably anticipated that development of the proposed rail trail will result in increased annual visitor numbers who will inject nearly \$1 million/year into the region's economy. Local use rates of 4,000 people/year are forecast. There will also be several non-quantifiable benefits also arising to members of the communities around the trail as well as further afield.

Is there a commitment to maintenance (“friends of ...” group or support network)? This has not been explored in any detail but the Wheatbelt Cycling Collective has indicated strong support for the trail –its members have already been involved in other trail projects in Narrogin. This Feasibility Study identifies likely maintenance costs. The experience of other rail trails indicates that individuals and community groups (such as Landcare groups, school groups, service clubs, etc) will help to maintain sections of the trail, or areas through which the trail would pass.

Will the trail provide a unique experience? **Yes.** The project delivers a rail trail which is of appeal to a broad range of users – a 34 km rail trail is an ideal distance for a bike ride and with the development of a mid-point trailhead would enable a good two day walk. The development of signposted sections at either end (Narrogin Railway Station to Railway Dam in Narrogin, and Lions Park in Williams to near the CBH bins) broaden the opportunities for local users to take shorter journeys on a regular basis. The trail provides users with the opportunity to use some of the former railway bridges and enjoy the experience offered by these.

Is there a demonstrated benefit to trail users and, especially, the host communities? **Yes.** This question has been answered partially in answers to other questions posed. The demonstrated benefits come in the form of economic and non-economic benefits that will accrue to both users and host communities (with the creation of a range of economic opportunities arising from the development of the rail trail).

Recommendations

Following consideration of the major issues pertaining to the development of a trail on the disused railway corridor Narrogin and Williams and taking into account the views of key stakeholders, groups and individuals consulted (and background information obtained during the course of the project), this Study recommends that the proposed rail trail proceed, *subject to a number of conditions being met.*

The conditions upon which the rail trail should proceed are:

1. This feasibility study report be forwarded to the Public Transport Authority for review and comment and, assuming a positive response, the two Councils (the Shire of Narrogin and the Shire of Williams) proceed with negotiations with the Public Transport Authority regarding taking on the lease of their respective sections of the former railway corridor.
2. Advertise the availability of this draft feasibility study to the wider community via each Councils’ website, and via direct contact with community groups, and seek comment and thus gain a greater understanding of the likely usage numbers and popularity of the proposed rail trail.
3. Prior to construction, a comprehensive programme of one-on-one discussions on-site with all affected adjoining landowners be undertaken to ascertain their individual concerns and to work out together solutions to each issue raised;
4. The Shire of Narrogin and the Shire of Williams seek funding from external sources, including Community Benefit Funds being established by the proposed Narrogin Wind Farm and other green energy projects, for the construction of the proposed rail trail;

5. A Committee of Management, comprising (at least) representatives of each local government, residents of each town, local Landcare groups, local business proprietors and adjoining landowners, be formed to guide the ongoing planning, design and construction, management and maintenance of the proposed Narrogin Williams Rail Trail and the former railway corridor;
6. The preparation of a Corridor Management Plan before construction, including a comprehensive maintenance programme (detailing the ongoing maintenance) for the trail and corridor;
7. The preparation of a Bush Fire Risk Management Plan for the corridor;
8. Grazing and various other existing uses of the corridor to be considered on their merits, and suitable solutions found to enable the activity to continue where reasonably achievable;
9. The relevant local governments should assume liability for trail users within their respective jurisdictions and take all necessary actions to mitigate potential claims from landowners, neighbours, and users;
10. A commitment to ongoing maintenance of the trail being given by each Council, a Committee of Management and volunteers; and
11. The local governments should consider either assigning these duties to an existing officer or appointing a part-time trail manager or managers to ensure landowners have a direct point of contact for any issue resolution.

Factors Supporting the Decision

In formulating a decision about whether the proposed Rail Trail is feasible or not, due consideration has been given to a range of factors.

- The entire railway corridor between Narrogin and Williams remains in public ownership (although several small sections are leased and CBH leases the majority of the Williams station ground) with few constraints to the development of a trail along its entire length.
- The rail trail provides, at 34 kms one way, a good one-day bike ride and a good two day walk.
- The proposed rail trail is relatively close to the existing Collie-Darkan (Dardadine Siding) Rail Trail (in the Shire of West Arthur) meaning that rail trail aficionados could potentially visit the area to experience both rail trails (should the Narrogin Williams Rail Trail be developed). Even more importantly, the future development of the missing link along this disused railway corridor between Dardadine Siding and Williams (in the Shire of Williams) would be a more compelling reason for trail users to visit the area. That would result in a rail trail of over 130 kilometres – several days riding and a true multi-day walk.
- Furthermore, the development of two rail trails in the Great Southern as proposed in the Great Southern Regional Trails Master Plan by (GSCORE) would also stimulate

visitation to the Wheatbelt by cyclists and walkers. There are two lengthy rail trails proposed in the Regional Trails Master Plan, the 157km Kojonup-Katanning-Pingrup Rail Trail and the 94km Tambellup-Gnowangerup-Ongerup Rail Trail (known collectively as the Grain Train Rail Trail).

- The Narrogin Williams Rail Trail represents a reasonable expenditure of capital and more importantly maintenance funds.
- The Narrogin Williams Rail Trail add another attraction in the region and will potentially bring additional visitors and keep visitors longer in the area.
- The proposed rail trail does not have a particularly complicated route through and getting out of Narrogin or Williams (unlike some existing rail trails in Australia and overseas). Existing verges and/or paths can be utilised if necessary.
- Even though the proposed rail trail is not supported by everyone in the community, in particular several adjoining landowners, there are those who strongly support it. As with all infrastructure projects, the silent majority in the community, and those who might visit Williams and Narrogin to use the trail, are rarely heard from.
- The indigenous history of the region, the surrounding farming properties and various other land uses, the natural qualities of the region, the history of construction of the railway and a host of other interesting subjects results in good potential for interpretation along the rail trail – adding to and enriching the experience of trail users.
- As a rail trail, the corridor is reasonably flat (as it was built with low grades for steam locomotives) and will therefore accommodate the full range of cyclists, as well as walkers, joggers, runners, wheelchair and gopher users etc.
- As has happened on other rail trails in other locations around Australia, the rail trail will provide local people with a new opportunity for walking, cycling, fun runs, triathlons, half marathons (or full marathons), wheelchair use and educational opportunities for school children.

SECTION 1 – INTRODUCTION AND BACKGROUND

1.1 The Purpose of this Feasibility Study

The primary purpose of this Study is to provide information outlining the benefits and opportunities arising from developing a rail trail between Narrogin and Williams. The Study is to determine likely costs, benefits and opportunities arising from the development of the rail trail.

The proposed Narrogin Williams Rail Trail is envisioned to follow the disused rail line from Williams to Narrogin, which passes through two old sidings and crosses several rivers and creeks (see plans in Appendix 4 for more detail).

1.2 The Scope of Works

The Shire of Narrogin, in partnership with the Shire of Williams, required a feasibility study for the conversion of the disused railway corridor between Narrogin and Williams. The rail line itself is approximately 34 kms. The rail trail – if it proceeds – would likely start at the Visitor Centre in Narrogin and finish at Lions Park in Williams (or vice versa).

Whilst this is primarily a feasibility study and provides a level of detailed costing, it does not provide the fine level of detail that a Trail Development Plan would. As stated earlier, although the initial intention of this study was to examine the feasibility/desirability of establishing a trail along the disused railway, it was agreed at the outset of the study that the report should contain sufficient detail for the respective Councils to proceed to construction (should it be a feasible proposition).

This report does provide sufficient detail to determine whether the rail trail has merit. Feasibility is determined by an analysis of numerous factors. It is not just the cost of the project, but a combination of several factors.

In considering trail feasibility, the costs of construction need to be weighed against the benefits (direct and indirect) that such a trail brings.

A Feasibility Study answers several questions:

- Is there a market for the proposed trail (i.e. local people and visitors who will be attracted to use it)?
- Is the local government(s) and other key stakeholders supportive of the concept?
- Is there a supportive community?
- Will the trail provide a quality user experience (terrain/landscape/history)?
- Would the trail be value for money?
- Is there a commitment to the ongoing maintenance of the trail (“friends of ...” group or support network)?
- Will the trail provide a unique experience?
- Is there a demonstrated benefit to trail users and, especially, the host communities?

This Study has addressed a number of potential issues (as well as answering the key questions). These will allow informed consideration of the proposal. Issues addressed include:

- What is a rail trail, including an overview of history and development, and operations;
- Community benefits and socio-economic benefits (including estimate of the potential monetary value) of rail trails;
- Requirements for successful rail trail development;
- The potential demand and source of demand (local vs. tourism) for use by walkers and the various types of cyclists;
- Opportunities for small-scale tourism development around trailheads or along the proposed rail trail;
- Current condition of the corridor with regard to vegetation, formal or informal activities, presence of track and any other relevant matters;
- Geological or environmental significance and environmental issues for the trail/corridor;
- General review of works necessary to establish the trail to bring the bridges and trail surface to a condition where they can be incorporated into the trail;
- Heritage aspects of the route including any railway heritage artefacts associated with the corridor;
- Rail trail infrastructure requirements in accordance with standards having regard to user demand, other local trail facilities, consideration of ongoing maintenance costs, and the need to minimise conflicts between users;
- Key links to other existing or proposed trails;
- Cost estimates to establish the rail trail to the preferred standard including bridges, trail surface, rail removal (where required), signage, road crossing points and additional community infrastructure. This should include initial estimates of annual costs of maintenance and management; and
- An economic evaluation of the project including the expected benefits and costs associated with the complete rail trail development.

All these factors feed into the preparation of a feasibility statement.

1.3 The Feasibility Study Process

One of the first phases in determining feasibility is examining the various factors that influence the practicality of building a trail along a disused railway. Some of these factors will make construction difficult and/or expensive, while many of these factors will facilitate development of a rail trail. These factors can be grouped under “Potential Issues” or “Opportunities”. Some issues that may impact negatively on the proposal can of course be resolved through design, negotiation or by the spending of funds to mitigate the problem.

In progressing this study, the following tasks were undertaken:

- Meeting with the CEO and other staff of the Shire of Narrogin, and the consultants Mike Halliburton and Mike Maher.

- A meeting with CEO and staff member of Shire of Williams, and the consultants Mike Halliburton and Mike Maher.
- Consultations and on-site inspections with several adjoining landowners.
- Consultation with the Public Transport Authority.
- Consultation with the Wheatbelt Cycling Collective.
- Community consultation sessions in Narrogin.
- Field work to assess the entire disused railway corridor between Narrogin and Williams. This fieldwork included an examination of all road crossings, and the condition of the former railway corridor including all bridges and bridge sites.
- An examination of potential trailheads (at Narrogin, Williams, Geeralying Siding and Dumberning Siding).
- General observations made of the terrain and topography through which the railway corridor passes, an assessment made of the scenic qualities of the region, and observations made of the services available to potential trail users in the towns.
- Fieldwork to enable observations and conclusions to be made of a range of factors that will assist in the determination of whether the rail trail is feasible.
- Assessments of the amount of regrowth vegetation along the corridor to determine the extent of clearing that would be required.
- An examination on-ground of the amount of new fencing that will be required.
- An examination of the expected construction and infrastructure works required along the corridor and the likely costs.
- An assessment of the likely visitor numbers, where they might come from, what they might spend and consequently an indication of the likely economic benefits of developing the trail.

Clearly, a project such as this demands extensive consideration of the desires of the 'community' surrounding the corridor. In this study, the approach taken defines the community not just as the local community (being those people living and working alongside the railway corridor), but also all of those people living in the wider region encompassing residents of Narrogin, Williams and surrounding communities. The approach has also encompassed visitors to the region in its scope, as these numbers are likely to be important.

Naturally, those living alongside the corridor have a direct and often very personal interest in the corridor and perceive that they may be losers out of any conversion to a rail trail due to a perception of negative impacts on lifestyles, and loss of currently used land. The beneficiaries from such a project are often a much more diverse and geographically spread group – local users, visitors, and local businesses. This is a typical pattern for the impacts of most public infrastructure projects. It is important that such a project be cognisant of all these interests and concerns.

1.4 What is a Rail Trail?

A rail trail is a multi-use recreation trail constructed on a disused railway corridor (public land) for non-motorised recreation. There are over 150 open or partially open rail trails in Australia, the majority of which are in Victoria, South Australia, Western Australia, Queensland, Tasmania, New South Wales and the Northern Territory also have rail trails.



Above: Around 25% of rail trails in Australia allow horses. One example is the Lilydale Warburton Rail Trail (Victoria).



Above: Walkers and joggers are a significant user group on all rail trails – the Tumbarumba Rosewood Rail Trail (NSW) is no exception.



Above: Allowing mobility scooters on rail trails such as the Shiraz Trail (SA) means a rail trail can appeal to a wider range of users.



Above: Local users often include parents pushing prams such as on the Kilkivan Kingaroy Rail Trail (Qld).



Above: Cyclists are the most common user group on rail trails. The Tumbarumba Rosewood Rail Trail (NSW) attracts its share of cyclists.



Above: Innovations such as trioBikes on the Tumbarumba Rosewood Rail Trail allow even people with limited mobility to get out and enjoy the countryside (photo courtesy of Friends of Tumbarumba Rosewood Rail Trail).

1.5 Requirements for Successful Rail Trail Development

Rail trails are different from each other, but a number of characteristics often distinguish the good ones. These features are drawn from several published sources and the consultants' own extensive experience with rail trails.

- Many successful rail trails have accessibility to large population centres both for visitors and as a stimulus for local demand.
- There is existing or easily developed tourism infrastructure in or near townships along the rail trail - places to eat and drink, explore and stay.
- Good rail trails have some heritage infrastructure in place such as historic stations, bridges, tunnels, goods sheds, sidings, platforms, turntables, switches, signals, and distance posts. Rail trails elsewhere have utilised their railway history as part of their attraction. Remaining major elements of the railway infrastructure (formations, deep cuttings, high embankments, bridges, culverts) add significantly to the user's experience. Built and social heritage values are a critical part of the rail trail experience not often experienced on other types of recreational trails.



The Port Fairy to Warrnambool Rail Trail in Victoria offers peaceful riding through rural landscapes with outstanding views to the coast and to an extinct volcano (Tower Hill).

- A common feature is community and adjacent landholders' level of support for the project to move ahead. Many (though not all) adjacent landholders are initially sceptical of rail trails; they often become converts once a trail is built.
- A uniqueness of experience is often important – be it a stunning landscape with views to distant snow-capped mountains, adjoining land uses or special attractions (such as long timber bridges, railway tunnels or railway museums).
- The good rail trails often provide opportunities for short, medium and long length rides and walks on the main trail. Having options is a bonus.
- Well-signed and mapped trails - both on the trail and easily available elsewhere - are more successful than those that are not.

- The best rail trails offer a challenge, and they offer peace and solitude.
- Many of the good rail trails have a regional or state tourism significance (some have national and international significance). Significance is elevated where extensions are made to connect to services in towns. The best rail trails have natural terminuses in major centres or towns. Intermediate towns easily accessible along the trail are critical when a trail is long and a bonus when the trail is short.
- The best rail trails are in highly scenic surrounds, with spectacular views of the surrounding landscapes. These trails are often full of variety and interest. The best rail trails traverse places of cultural and natural history and conservation and provide opportunities to view birds, other wildlife and remnant vegetation.
- Railway corridors can provide a great insight into the history of the region – both European settlement and Aboriginal use. Good interpretation will mark out an excellent trail. There are many good recreation trails (including rail trails) in Australia – few have good interpretation. Interpretation adds significantly to the user's experience.
- A well-maintained trail and a strong community support network add to the user's experience, primarily because the trail remains in good condition. Such a community network could include a committed and purpose-dedicated management committee, a strong "Friends of the Trail" group or even a full-time trail manager.
- Informed, friendly and supportive locals make a user's experience more pleasurable.
- In a similar vein, trails that emphasise local conditions – flora, fauna, history, construction materials, etc. - are very popular. Good interpretation will bring out this local flavour.



Rail trails often are routed along river valleys, where it was easy to build railways. This is the case for the Row River Rail Trail in Oregon USA, above.

Various rail trails in Australia feature at least some of these elements.

In addition, all rail trails have several positive features which mark them out as uniquely rail trails (as opposed to other recreational trails):

Rail trails are trails for people of all abilities and all types of bicycles. Good trails provide equity for people of many levels of fitness and equipment to gain access to the types of experience within the region.

All rail trails are motor vehicle free i.e. safe for all types of trail users. Minimising the number of major road (at-grade) crossings adds to the experience. Trails rarely interrupted by road crossings appeal more than those which constantly cross roads – well marked and safe crossings where necessary add to the success.

All railway formations (through cuttings and along embankments) provide a gentle gradient and sweeping bends, suitable for all types of cyclists, walkers, wheelchair and gopher users, and where appropriate, horse riders.









All rail trails offer safety for users compared with urban shared pathways which have driveways, light poles, blind corners, poor sightlines, and are often ‘congested’ as users cannot see other users approaching due to poor sightlines.

Some Facts About Rail Trails

- ✚ *Rail trails are not something new.*
- ✚ *There are over 2,300 rail trails in the USA - totalling over 24,000 miles (that's 40,000 kilometres!). First one was developed in the 1960s.*
- ✚ *There are rail trails in the United Kingdom, Canada, New Zealand, Spain, France, Germany, numerous other European countries (e.g. Latvia, Estonia) and other countries around the world.*
- ✚ *There are already over 150 open or partially rail trails in Australia (44 in Victoria, 22 in WA, 20 in Tasmania, 22 in Queensland, 27 in SA, 18 in NSW and 3 in NT). (Note: the way these are counted can give different numbers).*
- ✚ *First rail trail in Australia? Railway Reserves Heritage Trail in Mundaring, Western Australia. It was developed over 30 years ago.*
- ✚ *Rail trails are built along **publicly** owned disused railway corridors.*
- ✚ *Rail trails are for “non-motorised” users - cyclists, walkers, runners, parents pushing prams, horse riders (sometimes), people in wheelchairs, fun runs and triathlons.*
- ✚ *Rail trails offer safe, flat routes away from dangerous roads and provide access into rural areas for people of all abilities.*
- ✚ *They traverse a variety of urban and rural landscapes including farms and paddocks, vineyards, forests and wetlands.*

Indeed, it is the comparative flatness and good sight lines offered by rail trails, coupled with a motor-vehicle-free walking and cycling environment, that rail trail users seek out. This type of experience cannot be provided in a road-side trail, as numerous opponents of rail trails often suggest.

Who Uses Rail Trails and Why?

-  *Predominant user group is cyclists, ranging from elderly people to baby boomers, young couples, family groups with children, teenagers and young children.*
-  *Walkers and horse riders are also attracted to rail trails, but in far lesser numbers.*
-  *Rail trails appeal to individuals, to couples, and to groups. A significant proportion of trail users on the Otago Central Rail Trail (South Island, New Zealand) are groups (school groups, sporting clubs, work groups, service clubs, social clubs, Over 50's clubs and organised tour groups).*
-  *Some use rail trails for team building, some use it for fitness training, others for a social club outing. Others cycle and walk a rail trail simply for the outstanding beauty and scenery that it provides.*
-  *Users enjoy routes free from motor vehicles, routes that are away from the noise and smell of roads, and away from trucks and cars.*
-  *All railway formations (through cuttings and along embankments) provide a gentle gradient and sweeping bends, suitable for all types of cyclists, walkers and horse riders.*
-  *All rail trails offer safety for users compared with urban shared pathways which have driveways, light poles, blind corners and poor sightlines.*
-  *Many users are attracted because of the railway heritage artifacts that remain (such as station buildings, bridges, turntables, signals and other signage, cuttings and embankments).*

1.6 History of Rail Trails

Rail Trails in the USA

The rails-to-trails movement began in the USA in the mid-1960s. Local people came up with the idea to convert abandoned or unused rail corridors into public trails. Once the rail tracks were removed, people naturally walked along the old tracks, socialising, exploring, discovering railroad relics, marvelling at the industrial facilities such as bridges, tunnels, abandoned mills, sidings, switches and whatever else they could find.





Today, nearly 60 years later, rail trails have made a significant mark in America, with around 100 million users per year travelling on over 40,000 kms of trail on 2,320 rail trails. There is another 876 rail trail projects being planned and/or developed for a total of almost 15,000 kms.

Sustrans Long Trail Cycle Network, United Kingdom

In the UK, a number of disused rail corridors form part of the Sustrans long trail cycle network across mainland Britain – the rail trail movement is not as clearly articulated in the UK as it is in the USA or Australia.

Murray to the Mountains Rail Trail, Victoria – User Experiences

A 1999 survey of users of the Murray to the Mountains Rail Trail in NE Victoria (by Professor Sue Beeton of La Trobe University) revealed that:

-  *Of the 128 respondents, only 22 identified themselves as living close to the Rail Trail but were all travelling with visitors. Travel companions were evenly spread between travelling with a partner, family or friends, while only a small number of respondents (5%) travelled alone.*
-  *The respondents were predominantly employed in professional and administrative positions (47% and 25% respectively) with 14% retired; however, no respondents identified themselves as unemployed.*
-  *Ages were varied, ranging from one year old to 79, with a slight majority of men (53%). The largest group was aged between 41 and 60 years old, however the high representation of riders in the 0-10 age groups illustrates the significance of mixed family groups and the suitability of the Rail Trail for all ages.*
-  *Half of the respondents had past experience in using rail trails and identified the Murray to the Mountains Rail Trail as one they had visited previously. Over half (53%) considered themselves to be frequent riders, cycling more than once a week, but not daily. The next largest group (23%) were regular weekly riders, suggesting that while the trail is being used by people who cycle often, they are primarily recreational cyclists with a quarter who do not cycle regularly.*

Rail Trails in Australia

In Australia, conversion of corridors to rail trails is a relatively recent phenomenon driven by the closure of many railways in the 1980s and 1990s (though rail closures have been occurring continuously since the end of the Second World War).

Rail trail conversions have proven most popular in Victoria. The Victorian Trails Strategy 2014-2024 reports that there are currently over 800 kilometres of rail trail in Victoria, while the Rail Trails Australia website lists over 30 rail trails throughout Victoria. Some listed are still under construction or require signage and/or publicity materials, though they are in use.

Tumbarumba Rosewood Rail Trail, NSW

The Tumbarumba Rosewood Rail Trail is the first rail trail on a former Government-owned railway in NSW. Since opening in April 2020, it has attracted over 38,000 visitors. According to the recently released *Rail Trails for NSW Evaluation Summary*, the trail has made a positive economic contribution to the economy of Tumbarumba and NSW, with an increased tourism expenditure of 20% between June-December 2019 and June-December 2020 – a higher growth figure than the broader Snowy Valleys region and NSW as a whole. The trail has contributed to nine new or expanding businesses across the two towns (Tumbarumba and Rosewood).



Above: the Tumbarumba Rosewood Rail Trail in the Riverina region of NSW has proven to be incredibly popular and successful and serves as an extremely useful model for other proposed rail trails.

Lilydale Warburton Rail Trail, Victoria

One of the best known of Victoria's rail trails is the Lilydale Warburton Rail Trail which is situated some 40km east of Melbourne (at the end of the suburban train line). This trail caters for all types of bikes, walking, horse riding and wheelchairs (for some segments) due to the outstanding surface material used. The trail passes wineries, cafes, pubs and restaurants along the Yarra River valley. The trail has recently been extended.

Murray to the Mountains Rail Trail, Victoria

The Murray to the Mountains Rail Trail, in northern Victoria, is the most developed of all Victorian rail trails with a sealed surface for its entire distance (97 kilometres). The trail follows the picturesque Ovens Valley and has views of Mt Buffalo and a good climb to historic Beechworth.

Riesling Trail, South Australia

In South Australia, the Riesling Trail is perhaps the best-known rail trail. This trail is located in the Clare Valley, 130 km north-east of Adelaide. The trail passes numerous wineries and offers spectacular views from several points along the trail. The idea for the trail is attributed to local business people (winemakers) who saw the potential for the disused railway line from Riverton to Spalding that ran through their region. While the closure of the railway in the 1980's was regarded as a major loss to the area, the conversion of the former railway corridor into one of Australia's best-known trails has benefited local businesses, as well as users. Local people named the trail after the grape that is so celebrated in the Clare Valley. Several wineries have created picnic locations along the trail. There are more than 30 bed and breakfast cottages, several hotel/motels and caravan parks close to the rail trail, enabling users to turn a comfortable one-day bicycle ride into several days.

Coast to Vines Rail Trail, South Australia


The Coast to Vines Rail Trail (34 kms) continues this very popular South Australian theme, connecting many of the vineyards of McLaren Vale. The trail offers scenic coast to hinterland views with spectacular vineyard vistas and changing landscapes.

Brisbane Valley Rail Trail, Queensland


Queensland currently offers Australia's longest rail trail. The 161 km Brisbane Valley Rail Trail (BVRT) follows the disused Brisbane Valley rail line. The BVRT winds its way up the Brisbane Valley, traversing farmland, forests, picturesque rural settings and country towns. The final section of the trail was opened in 2018.

The Brisbane Valley Rail Trail



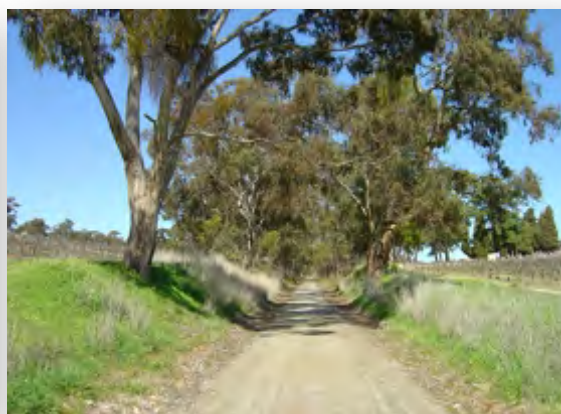
 *"The Brisbane Valley Rail Trail is a tremendous asset for the Somerset region. The trail is a significant economic driver for Somerset, boosting businesses, accommodation providers and tourism operators and building on the region's reputation as a destination for adventure-based outdoor experiences."* Somerset Mayor Graeme Lehmann (much of the trail runs through Somerset Regional Council)

 The Brisbane Valley Rail Trail was named Public Works Project of the Year (2019). Somerset Regional Council received the top award of Best Public Works Project (\$2 to \$5 million) for the 161km trail. The accolades were delivered by the Institute of Public Works Engineering Australasia Awards for Excellence.

 *"The BVRT 's our biggest tourism driver and a really significant part of the Somerset economy,"* Somerset Mayor Graeme Lehmann



Above: The Lilydale Warburton Rail Trail (Victoria) is about an hour from the Melbourne CBD. This proximity helps attract over 100,000 users per



Above: The Riesling Trail is South Australia's premier rail trail, travelling through the very attractive wine-growing country of the Clare Valley.



Above: The Kilkivan Kingaroy Rail Trail is one of Queensland's newest rail trails. Average monthly figures for 2018 were between 1,200 and 1,600 users/month.



Above: The Brisbane Valley Rail Trail (Qld) is now Australia's longest rail trail. It attracts users from South East Qld, one of Australia's fastest growing regions. The Yelgun Tunnel is a stand-out attraction on the trail.



Above: The Tumbarumba Rosewood Rail Trail is the first rail trail on a former Government-owned railway in NSW. Since opening in April 2020, it has attracted over 38,000 visitors.



Above: The Murray to the Mountains Rail Trail is one of Australia's highest profile rail trails; users are spending around \$250/day while using the trail.

SECTION 2 – THE CURRENT SITUATION

2.1 History of the Railway

The Collie – Narrogin Railway was constructed from 1904-1908 and primarily used to transport timber, farm produce, livestock and grain, as well as running a passenger service. It operated until the late 1980s, with the sleepers removed in the early 1990s.

The Narrogin-Williams rail link was completed in 1905. While the siting of the Great Southern line to the east had been the demise of many of the old settlements on the Albany Road, the access to this main line through secondary lines was helpful to those areas serviced in this way. The line from Narrogin westward was completed in stages - Williams, then Darkan and finally through to Collie. The first passenger train was run on the inaugural Williams Show Day on 24 October 1905.

Narrogin remained a major rail centre until the late 1970s when competition from road transport saw a reduction in the railway's workforce. By 1987, Narrogin was very much in decline, largely as the result of altered working of engines through from Avon Yard. The station ceased to be served by scheduled passenger trains from 1978. The number of employees dropped from about 280 people to fewer than a dozen in 1995. (Source: Wikipedia: Narrogin).

Two sidings were constructed between Williams and Narrogin: Geeralying Siding (at Manaring Rd) and Dumberning (on Tarwonga Rd).



Above: Extract from map showing railway lines of Western Australia 1935 (Source: Wikipedia - Wheatbelt railway lines of Western Australia)

2.2 Construction of the Railway

To facilitate the movement of steam trains 100 years ago, the landscape through which the railway was routed was heavily modified by the creation of embankments (the railway formation) and the excavations for the cuttings. Much of the soil for the embankments was sourced from within the corridor itself (often the nearby cuttings that were being built) and piled in a long continuous embankment. The entire railway corridor was cleared of vegetation and kept clear of vegetation to prevent sparks from the steam engines from igniting any regrowth.

Since the last trains ran along the line in the late 1980s there has been a considerable amount of regrowth vegetation within the railway corridor. Much of the regrowth vegetation is sheoaks but there is a variety of eucalypts in patches along the corridor. It is important to note that the vegetation now seen along much of the former railway corridor is regrowth. Though clearing for the proposed rail trail is required, it will be nowhere near as extensive as the original clearing made for the railway and the passage of steam trains.

Most of the steel track and sleepers were removed in the early 1990s. Some steel and timber remain on the original bridges and there are some localised sections of embankment where rotting sleepers remain in place, which will need to be removed to enable a trail to proceed.

2.3 Leasing of the Corridor

Several small sections of the former railway corridor near Narrogin are leased and the Williams station ground is leased to CBH.

Although the Shire of Narrogin and the Shire of Williams made initial enquires in 2020 to the Public Transport Authority about the possibility of taking on the lease of the entire corridor, this never proceeded.

The two Councils will need to recommence negotiations with the Public Transport Authority regarding taking on the lease of their respective sections of the former railway corridor for the proposed rail trail to proceed.

2.4 The Public Transport Authority

The WA Government's *Western Australian Cycling Network Hierarchy* describes the benefits of "transport trails" which are typically located within underutilised transport and service corridors in rural areas. Due to their relatively gentle gradients, former railways and certain utility corridors make excellent candidates for these trails. They often support recreational and tourism trips between towns and regions. "Transport trails" provide long-distance, off-road (predominantly unsealed) riding experiences through natural settings, away from motorised traffic. The PTA is a co-author of the *Western Australian Cycling Network Hierarchy*.

Informal advice received from the Public Transport Authority (PTA) indicates that it would look positively on any approach by the two local governments for the lease of their respective sections of the disused railway corridor.

The PTA is keen to divest itself of assets to minimise ongoing risks associated with the old railways, such as deteriorating bridges and other infrastructure. It views transfer of these assets to another organisation as a good outcome, particularly when the corridor may be reused for some other community purpose.

SECTION 3 – CONSULTATION

Gauging the level of public, stakeholder and business support is important. It is also important to elicit any issues that people in the community may have about the project. Community consultation is extremely important in building the community understanding and support vital in delivering such a project.

Clearly, a project such as this demands extensive consideration of the desires of the 'community' surrounding the corridor. But exactly what is this community, and just whose desires should be considered.

The community is not just the local community (i.e. people living and working alongside the railway corridor), but also all those people living in the wider region encompassing residents of Narrogin, Williams and other towns in the region. The needs and interests of visitors to the region also need to be considered as these numbers are likely to be significant.

The best way of finding out the level of community support is by engaging thoroughly with it. As mentioned, the community is more than those living and working close to the disused railway corridor. The community in this context are those people living, not only in the two towns or in the region, but those living further away such as in Perth who may travel to walk or ride the trail and spend money in the local area. This can be achieved by widely advertising the availability of this draft plan to the wider community and seeking comment.


Despite the obvious advantages of a rail trail conversion, there are often opponents to the idea of turning the railway corridor into a multi-use trail. Neighbouring and nearby landowners, some of whom have farmed the publicly owned land for long periods, may be disturbed about the prospect of change to a situation that they have grown accustomed to. It is important to consider the issues that may be raised by adjoining landowners and investigate what options are available for resolving some of these concerns. Adjacent landowners are traditionally – and understandably – apprehensive about trails close to their properties. It is important that these concerns are seriously addressed before any trail conversion takes place. Many landowners resent having things imposed on them or feeling as if they have no say in what is happening around them. Many landowners are resistant to change of any sort, let alone one they perceive will have detrimental impacts on their lifestyle as well as on their farming operations. It needs to be appreciated that opposition will never completely cease – some people will never be convinced, despite a plethora of testimonials (indicating nothing but positive results from the trail) from people in very similar situations.

Conversely, adjacent landowners who understand and support the reasons behind a trail, and who see that the trail is going to be well organised and efficiently managed, will prove to be extremely valuable partners in years to come. Indeed, some of them will take advantage of business opportunities offered by the rail trail project. Some opponents become avid supporters – in the case of the Tumbarumba Rosewood Rail Trail in southern NSW, one of the most outspoken adjoining landholders is regularly seen enjoying the rail trail now it is open.

3.1 Inception Meeting with Staff of Shire of Narrogin

An inception meeting was held with staff of the Shire of Narrogin.

The following matters were discussed:

-  The existing characteristics of the rail corridor between Williams and Narrogin.

- The genesis of the project noting which organisations were advocating for the project and what public commentary there had been to date.
- The notification sent out to adjoining landowners about the study, and the media release alerting the community.
- The desire for the study to incorporate details about the work involved and estimates of costs (in the feasibility study) as the Councils would likely be unwilling to fund a separate study to determine these. The Councils would prefer to be able to proceed straight to construction if proven feasible (and Councils desire to do this).

3.2 Meeting with CEO and Community Development Officer of Shire of Williams

The following matters were discussed:

- Reiterated that Council has a desire for a trail link between Williams and Narrogin.
- Suggested shared path along Williams River as preferred route into Williams.
- Agreed that Lions Park would make a good trailhead.
- Council is aware of adjoining landowners' use of the corridor on the outskirts of Williams (and driveways that cross the railway corridor).
- Not aware of any opposition to the proposed rail trail within the Shire of Williams.
- Concerned that most of the bridges on the corridor are within the Shire of Williams, and the cost of refurbishing these for the trail.
- Regards ongoing maintenance of the proposed trail as simply another asset to be enjoyed by ratepayers, similar to other assets such as roads.

3.3 Meeting with CEO of Shire of Narrogin

The following matters were discussed:

- Shire staff have a can-do attitude and would be keen to undertake the construction work required to develop the trail.
- Referred to other local and nearby trails (including at Dryandra, Foxes Lair, Railway Dam, Yilliminning Rock).
- The Community Enhancement Fund to be established because of the proposed windfarms, and the likely funding that may be available for community projects.

3.4 Community Consultation Events

3.4.1 "Open House" Sessions Wednesday September 11, 2024 (12.00-2.00pm and 4.00-6.00pm)

The sessions provided attendees the opportunity to view a display including:

- "Before" photos of the corridor and corresponding artists impressions of what the trail might look like "after" construction
- A folio of images of the corridor as it is now.
- Dot points pertaining to: What is a Rail Trail? What determines feasibility? Who uses rail trails and why? Survey of rail trail users.

Amongst the matters raised were the following:

- Prevention of unauthorised access by motor bikes.
- Trespass onto private property.

- The need for vegetation screening and additional fencing.
- Access for emergency vehicles, should the need arise.
- The cost of re-building the bridges.
- Clearing needed for the trail to proceed.
- Surfacing material to be used.
- Bio-security threats.
- Trail would be a unique experience in the wheatbelt where opportunities are limited. A “point of difference”.

3.5 Adjoining Landowner Discussions

During the assessment of the corridor, several conversations/meetings were conducted with adjoining landowners. The following points were made:

- Need for reinstating fences, to control stock and the deter trespassers.
- Need for machinery and stock crossing points.
- Need to ensure motor bikes and unauthorised motor vehicles cannot access the trail.
- Dogs and horses on the trail would be an issue.
- Screen planting would be desirable.
- Safety of students/boarders at Ag College is a major concern.
- There is the potential for fires from trail users.
- Clearing would result in major environmental damage if revegetation is not undertaken.
- Need to ensure fire and emergency vehicles can access the trail.
- Trail potentially results in biosecurity risks if appropriate measures are instituted.

Many of the matters raised have been incorporated into table that follows in Section 3.6.

3.6 Landowner Concerns and Solutions

Several specific issues and what might be called generic concerns were raised in conversations at the community consultation sessions and during on-site meetings and telephone conversations with adjoining landowners. It is likely that there are several other specific issues and concerns adjoining landholders have that were not raised.

Table 1 presents a range of problems generally raised and some generic solutions. The table is provided as guidance; it does not substitute for detailed discussions with adjoining landholders over problems and specific tailored solutions – this should be part of the pre-construction consultation if the project proceeds.

This is not to say that the concerns raised by landowners in this case are not worthy of attention. Many of these concerns are legitimate and warrant careful consideration. This is not then so much a case of people raising unfounded issues – rather, it is a case of people raising issues that need to be resolved.

Appendix 2 contains some photographic examples of rail trail solutions devised elsewhere in Australia and New Zealand for commonly raised issues.

The following table is informed by the consultants’ own experiences and draws upon the two recently produced NSW Government documents mentioned throughout this report).

Table 1: Landowner Concerns and Solutions

IMPACT / ISSUE / PROBLEM	SOLUTIONS SUCCESSFULLY USED ELSEWHERE / COMMENTS FROM EXPERIENCE ELSEWHERE
<i>Impacts on adjoining landowners' lifestyles</i>	
<p>Crime - Trespassing, vandalism and theft.</p> <p>Landholders often express a range of concerns regarding the issue of trespassing on to farmland and site security especially where the railway corridor is remote from farm buildings and public roads.</p> <p>Can emergency vehicles, police and Council rangers access the corridor?</p>	<p>Comments</p> <p><i>Crime</i></p> <ul style="list-style-type: none"> o Numerous studies have concluded rail trails do not generate crime. Research and anecdotal evidence suggest conversion of rail trails tends to reduce crime by cleaning up the landscape and attracting people who use the trail for legitimate reasons such as recreation and transport. o There have been no reports of trespassing, theft or vandalism on the Murray to the Mountains Rail Trail (Victoria) since the establishment of the trail. Similarly, the Collie Darkan Rail Trail (Western Australia) has had no incidents of crime. o The Clare Valley (South Australia) Riesling Trail has had 2 incidents along the trail in over 40 years of operation. One of these, a burglary, would have occurred regardless of whether the trail existed at the rear of the property. The other, an incident involving an unrestrained dog attacking stock in an adjoining paddock, is one that can be avoided by trail users following trail rules. o The Brisbane Valley Rail Trail in South East Queensland had 2 incidents with trail bike access in over 10 years, but these were easily dealt with by the local police. o The Rails to Trails Conservancy work in the USA. includes dozens of testimonials from law enforcement officers in several jurisdictions confirming that the expected/perceived crimes simply do not occur. <p>Possible solutions</p> <p><i>Crime prevention</i></p> <ul style="list-style-type: none"> o Design solutions to minimise theft include installation of security (and additional) fencing and planting. o Trail design can eliminate overgrown vegetation and tall shrubs that minimises hiding places and creates long sight lines. o Security lighting at trail heads and parking areas adds security. o Emergency vehicle access helps increase user security.

	<ul style="list-style-type: none"> o Keeping trail corridors clean and well-maintained increases sense of community ownership and 'passive surveillance' reducing minor crime such as litter, graffiti and vandalism. o Plantings of tree-lined corridors along parts deemed 'vulnerable' by adjoining landowners could also provide a way of reminding trail users to stay on the trail – these provide a form of visual fence. o Many trails have a signposted Code of Conduct as a means of reinforcing what is expected of trail users and highlighting inappropriate behaviour. o Prohibiting motor vehicle use (by regulation and design) reduces property crime. Locked management access gates are a proven method of restricting access on to a trail. The Kilkivan Kingaroy Rail Trail (Qld) reports no issues with motorbike use after a short time (there was some illegal use initially). o Volunteer or professional trail patrols ranging from informal monthly clean-ups and maintenance crews to daily patrols. o The trail construction would include the provision of appropriate signage and barriers. Signage (and appropriate barriers) would allow enforcement of trespassing rules as well as acting as a physical barrier.
Loss of privacy for adjoining landowners Often residences have been constructed in close proximity to the railway corridor. Landowners living near to or alongside the proposed rail trail anticipate that noise and reduction of privacy will occur.	Possible solutions <ul style="list-style-type: none"> o Some effective design solutions are possible and have been used to good effect on other rail trail projects. Fencing and security screening are the obvious methods. o Re-routing the trail off the formation away from the affected residence elsewhere in the rail corridor. o Substantial additional vegetation planting to provide a visual barrier between the trail and the residence (while minimising 'hiding' places). o Installation of screen fencing to obscure views of houses from the trail.
Land value devaluation	Comment <ul style="list-style-type: none"> o What empirical evidence exists comes from the USA (<i>American Trails website</i>). The evidence is that rail trails positively add value to properties along their route. Research and anecdotal evidence suggest conversion of rail trails tends to either have a positive impact or a neutral impact on land values. It is positive where land use is changing to more intensive uses (such as from

	<p>rural production to rural living/rural residential). Single family residential property values along the Little Miami Scenic Trail (Ohio) were positively impacted by proximity to the trail (<i>Karadeniz 2008</i>). Properties along the Minuteman Bikeway and Nashua River Rail Trail (Massachusetts) sell for a higher proportion of the asking price and in about half the time that it took for houses in the general inventory (<i>Della Penna</i>). Properties near, but not immediately adjacent to the Burke Gilman Trail (Seattle) sold for an average premium of 6% while those immediately next to the trail sold for a minimal premium (around 0.5%). Neutral-to-positive expectations for property values were held by 87% of adjacent neighbours to the Luce Line Trail (Minnesota). In the same 1988 study, 56% of farm neighbours held that same view, as did 61% of suburban neighbours (<i>American Trails website</i>).</p> <ul style="list-style-type: none"> ○ The consultants are not aware of any documented evidence to suggest property values decrease.
<p>Stress and concerns about the impacts of trails on farmers lifestyles and incomes</p> <p>An element of uncertainty in both the short-term (until a decision is made) or the long-term (from rail trail operations).</p>	<p>Comments</p> <ul style="list-style-type: none"> ○ Any change is difficult and causes stress for many people, especially where it is a change to the way people have operated their businesses and lifestyles for many years. ○ All public infrastructure projects create stress and concerns for those who will be negatively affected (or perceive they will be negatively affected). The experience in rail trail projects elsewhere is that the problems that adjoining landholders believe will occur do not occur. They are managed primarily by ongoing consultation and good design. ○ Sometimes landholders are concerned that the confidence to undertake and invest in on-farm improvements is completely eroded whilst the any rail trail project is “hanging over landholders’ heads”. Landholders are looking to make decisions on farming practices notably around reconfiguring paddocks which will involve capital investment primarily for fencing but also for other items of farm infrastructure. On other projects, landholders have argued that any decisions they make on fencing locations in particular may be redundant if the trail is built and the corridor fenced which would have the effect of possibly reconfiguring paddocks. Given the life of fencing at 20-40 years, this is a reasonable concern over capital investment.

	<p>However, there is simply no solution to this uncertainty at this time. The landholders can fence land that is theirs to the edge of the railway corridor but cannot legally fence within the corridor until permission is granted by the corridor manager; to do so means taking the risk of fencing being removed or reconfigured if the trail is built as the land remains publicly owned.</p>
Impacts on farming practices	
<p>Threat of fire</p> <p>Landowners are often concerned about the possibility of increased fire risk along a rail trail with fires spreading unimpeded along the corridor and consider that additional fire protection will be required if the reserve is used for a rail trail.</p> <p>Landowners occasionally concerned about discarded cigarette butts from trail users.</p>	<p>Possible solutions</p> <ul style="list-style-type: none"> o Development of an effective fire management plan in close consultation with DFES. o Trail closure during periods of fire bans – as occurs on other tracks in high fire areas. The Hume and Hovell Track (in southern NSW) is one example of the use of specific closures. o Smoking can be prohibited on the trail. Councils can declare the public area a smoke-free zone, just as it can with other public areas. (Note: trail users are usually people interested in healthy pursuits and are therefore predominantly non-smokers). o Development of the rail trail has a significant advantage in that it provides easy access for emergency vehicles and other vehicles (such as electricity maintenance vehicles) to locations that may otherwise be difficult to access. o Trail users are overwhelmingly interested in healthy outdoors pursuits are highly unlikely to be smokers. o Currently - with no active use - the railway corridor is a fire risk. Development of the rail trail will improve the situation as it cleans up the corridor as well as providing vehicle access.
<p>Weeds</p> <p>There are weeds on the corridor at present and throughout the region – who will remove them and who will keep them under control is often an issue raised.</p>	<p>Possible solutions</p> <ul style="list-style-type: none"> o Weed management will be the responsibility of whichever entity is responsible for the corridor should it be converted to a rail trail (previously Brookfield Rail and not ARC Infrastructure). o Existing weed infestations can be cleaned up during trail construction, thus requiring minimal ongoing weed removal/spraying. o Preparation of a regularly reviewed Trail Management Plan covering all maintenance issues prepared in advance of construction.

	<ul style="list-style-type: none"> o Focus of maintenance – erosion, vegetation regrowth, weed control and signage damage. o Division of maintenance into regular inspections and simple repairs and once/twice yearly programs undertaking larger jobs such as vegetation control. o Signage to indicate wheels and shoes must be clean and free of dirt and vegetable matter before entering the trail. Wash down areas for wheels and footwear at both ends of the trail to encourage “come clean, go clean” can be constructed if noxious weed spread is a high risk
<p>Interactions between nervous livestock and trail users with dogs</p> <p>Farmers whose properties adjoin the corridor are often concerned at unrestrained dogs being allowed along the proposed rail trail and causing difficulties for their livestock.</p>	<p>Comments</p> <ul style="list-style-type: none"> o It is well recognised that people walking dogs is a pastime with considerable physical and mental health benefits. On other rail trails, some sections of the trail (notably within the urban areas) permit this activity. <p>Possible solutions</p> <ul style="list-style-type: none"> o On other trails, dogs are usually either banned altogether, or trail users are required by regulation to keep their dogs on a lead at all times. The Trail Manager may ultimately decide to allow dogs (on leads) within the ‘town’ areas of the trail. This is the recommendation put forward for this trail – that dogs be allowed on the trail from Narrogin Visitor Centre to Railway Dam (or beyond to Graham Rd) and from Lions Park in Williams out to near the CBH facility. o If the rail trail or parts of the rail trail are declared ‘dog free’, Council’s rangers could issue infringement notices and the offender can be fined.
<p>Interactions between nervous livestock and trail users on horseback</p> <p>Farmers whose properties adjoin the corridor are often concerned at horses being allowed along the proposed rail trail, potentially bringing in weeds via faecal matter and a range of bacterial diseases and causing difficulties for their livestock.</p>	<p>Comments</p> <ul style="list-style-type: none"> o Rail trails around Australia vary on whether they permit horses. Of the trails listed as open on the Rail Trails Australia website, some 75% do not allow horses (for a range of reasons). o The debate about whether horses carry weeds in faecal matter has been around for a number of years and is particularly topical in discussions about whether horses are allowed into national parks. There appears to be no agreed consensus (though some national parks managers are permitting horses). <p>Possible solutions</p> <ul style="list-style-type: none"> o This Study makes no recommendations as to whether horses should be allowed on the trail, although it is understood both Councils would not permit horses.

<p>Interactions between trail users and stock – interference in farming practices.</p> <p>Some landholders were concerned about interference in farm practices by trail users who are not familiar with farming practices e.g. separation of lambs and mothers or “spooking” of stock by passing cyclists, not used to people. There is also the issue of visitors seeing “distressing” (but normal) farming scenes and being upset and reporting to authorities.</p>	<p>Comments</p> <ul style="list-style-type: none"> ○ This has not been an issue in other rail trails running through farming country that the consultants are aware of. ○ On many rail trails, signs at trailheads alert users to the fact that the trail passes through farming areas. <p>Possible solutions</p> <ul style="list-style-type: none"> ○ Prevent contact between animals and people by using signage to indicate appropriate behaviour and warn of trespass and biosecurity obligations and risks. Signage to advise of appropriate behaviour when on the trail e.g. not making excessive noise that may frighten stock along the trail. ○ A suggestion coming from landholders on another rail trail project was for landholders to include their phone numbers as appropriate on relevant signs to allow trail users to report issues as they pass by. This may not suit all landholders and needs to be discussed as part of trail development and construction planning should the trail proceed.
<p>General biosecurity</p> <p>There are concerns that the use of rail reserve by trail users will increase the risk of contamination of livestock. The key question was how will the biosecurity obligations be met to satisfy the statutory requirements of affected farms? Some landholders believe there will be a high risk of introduction / contamination of weeds and disease.</p>	<p>Comments</p> <ul style="list-style-type: none"> ○ Advice obtained by the proponents of the Great Victorian Rail Trail (in central Victoria) from the Department of Primary Industries (Victoria) was that a trail should not jeopardise the landowner’s ability to sign the National Vendors Declaration. The rail trail would be considered in the same way as any public thoroughfare would be. Farmers have no control over who uses and what is done on adjoining roads so they have ‘no knowledge’ unless they are notified (the Declaration specifies that “to the best of a farmers knowledge and from information they have control over that their livestock comply with the conditions on the declaration”). Trail users are no different to road users in that people may trespass onto private land but most are unlikely to cause significant damage, unless there is some malicious intent. Again, the farmer has to have some knowledge of this before the declaration is declared false. Cars and particularly tractors moving at high speed would disperse more dirt from roads and tracks than collective effort of numerous bikes (in particular). ○ The NSW Government prepared guidelines for assessing rail trails (<i>Strategic Risk Assessment: Biosecurity Risks Associated with Rail Trails</i>) which

included an assessment of the risk of trail users introducing exotic animal diseases as an unlikely risk with catastrophic consequences, giving it a high risk rating. The documents suggest that risk treatment options reduce likelihood and result in a low residual risk rating. The document identifies that current national border control and quarantine protocols are in place. Suggested solutions include providing bins which fully contain rubbish (or instructing people not to leave rubbish and why), provide information on the general biosecurity duty to which the general public must adhere, and using signage to prevent contact between people and animals. Information on the trail should also include biosecurity risks and responsibilities including warnings about food scraps, human waste, soil, seeds, organisms and people who have been outside Australia in the last 7 days. The assessment also notes that trespass laws apply.

- o The NSW Government document assesses the risk of trail users introducing non-endemic animal diseases as an unlikely risk with moderate consequences, giving it a medium risk rating. The documents suggest that risk treatment options reduce likelihood and result in a low residual risk rating. Solutions are similar to the risk of introducing exotic animal diseases and also includes signage to indicate wheels and shoes must be clean and free of dirt and vegetable matter before entering the trail. (Such facilities could be included at trailheads). Trailheads could also include wash down areas for bikes, prams, and footwear in high-risk areas.
- o The NSW Government document assesses the risk of trail users spreading established diseases between farms as an unlikely risk with moderate consequences, giving it a medium risk rating. The documents suggest that risk treatment options reduce likelihood and result in a low residual risk rating. Suggested solutions are as above.
- o The NSW Government document also recommends that the trail proponent include in their emergency response plan a provision to close the trail during a disease emergency.

Possible solutions

- o According to the recently released *NSW Rail Trails Framework* document, essential criteria to be addressed in a Rail Trail proposal include issues relating

	<p>to biosecurity. It is worth noting that there have been biosecurity assessments done for three NSW rail trails – the Tumbarumba Rosewood Rail Trail (opened in April 2020), the Northern Rivers Rail Trail (under construction) and the New England Rail Trail (funded but not constructed yet). It is expected that these assessments will form the template of future consideration. This is a logical set should the trail proceed (a report needs to be prepared prior to construction).</p>
<p>Fencing of the corridor - who pays and what might be needed.</p> <p>Farmers often believe that the rail trail project will result in them needing to pay for additional fencing. Farmers often believe fencing will cause problems with farming practices and not fencing will create havoc with livestock / trail user interactions & liability.</p>	<p>Comments</p> <ul style="list-style-type: none"> o The original railway line was built as a fenced corridor. Since trains ceased operations, several kilometres of fencing have been removed. o The cost of fencing, where required, should be a project cost. Adjoining landowners may wish to receive remuneration should they wish to erect the fencing to their standards (rather than contractors). o Replacement of fencing over time (as it wears out or gets damaged) would need to be part of the original agreement with adjoining landowners. Landowners in other projects have stated that they would not want to replace a fence that fell down (over time) as they would not originally want the fence and would not need the fence if the rail trail did not proceed.
<p>Splitting of farm paddocks</p> <p>Splitting properties and the resultant impact on farm practices (particularly getting stock to watering points).</p>	<p>Comments</p> <ul style="list-style-type: none"> o There will be sections that ‘dissect’ properties or are used by the adjoining landholder. <p>Possible solutions</p> <ul style="list-style-type: none"> o There are several options for dealing with “paddock splitting”. They involve providing fenced and gated crossing points for stock and machinery at appropriate locations as determined by the landholder and trail manager. Any locations should be discussed in the next stage of planning should the trail proceed to that stage. This also allows individual landholders to ensure they can put their request forward based on their individual circumstances. o In discussing solutions (and viewing solutions elsewhere), landholders with this issue often raise the fact that their machinery is much wider than the typical examples shown from other trails and would need much wider gating systems.

	<ul style="list-style-type: none"> o Access licences can be granted by the trail manager with use conditions set to minimise damage to the trail, to manage interactions with trail users, and to maintain farm practices and maintain/develop access. The locations for these should be noted in any pre-construction consultation with adjoining landowners should the trail proceed.
Construction impacts on livestock Timing of construction may have impacts on landholder's use of certain paddocks for livestock at certain times of the livestock management cycle.	Possible solution <ul style="list-style-type: none"> o Should the trail proceed, construction timing should be worked out and negotiated between the Project Manager and any relevant landholders to minimise disruption to livestock and cropping management.
Impacts of trail users	
Management of litter and toilet waste	Comment <ul style="list-style-type: none"> o Some landowners whose properties adjoin a former railway corridor expect high levels of litter. o It has not been a problem elsewhere. The Lilydale Warburton Rail Trail (Victoria) is kept spotless, with little or no visible signs of litter. The Gippsland Plains Rail Trail was involved with Clean Up Australia Day, but their involvement was curtailed because they effectively had nothing to do. There was no litter to clean up. The Clare Valley Riesling Trail (in SA) is also litter-free. Possible solutions <ul style="list-style-type: none"> o Thoughtful placement of rubbish bins at trailheads on the trail. o Regular maintenance patrols by council staff or volunteers, or the trail manager. o While installation of composting toilets is one appropriate solution, these are costly and are generally recommended only where there are long stretches between towns.
Farm/user safety Adjoining landholders can be concerned that farms are unsafe workplaces and people are being invited into such unsafe workplaces.	Possible solutions <ul style="list-style-type: none"> o Good design and appropriate information will discourage people from going off the trail onto farm property and thus placing themselves in dangerous work environments or in close proximity to unpredictable livestock.

Belief that trail will lead to unauthorised intrusion into adjoining paddocks.	<ul style="list-style-type: none"> o Fencing is the key solution; appropriate warnings on trail literature (websites, trailhead panels, codes of conduct) is the right place to deliver these messages in written form and need to be included when such material is designed. o Particular attention to the trail design issues around sites where agricultural buildings are close to the rail trail (some of these solutions are discussed above in the section on crime prevention).
Trail Management issues	
Initial construction costs Belief that construction costs are not feasible, especially bridges.	Comment There are over 150 existing rail trails in Australia, most with reconstructed or refurbished bridges, indicating bridges can and are repurposed for use by cyclists and hikers.
Funding for construction A major concern for opponents to rail trails is "Who is going to pay for trail project?" How will it affect rates?	Comment <ul style="list-style-type: none"> o Many Federal and State Government funding programs are available for tourism/recreation projects such as trails. Numerous trails around Australia have been funded by major grants worth hundreds of thousands of dollars. o Major companies, such as mining companies, have contributed to trail projects. For example, BHP Billiton has contributed \$200,000 towards the Camperdown-Timboon Rail Trail in Victoria. o Volunteers and other low-cost resources, including low risk prison crews, can be brought into trail construction and maintenance projects. o Entire construction costs for trails are rarely borne by local government, therefore there is reduced impact on ratepayers for construction (even though ratepayers do benefit directly from trails, and indirectly by visitors spending in the community). o Windfarm projects may have a Community Benefit Fund which could contribute to trail construction.
Liability – who is liable for the safety of users both on-trail and when they stray off-trail. It was also raised in the context of farm dogs or protective livestock attacking trail users.	Comment <ul style="list-style-type: none"> o In recent years public liability has become a major issue right across the community. Trails are not immune from concerns related to liability, or from the resulting issues. Indeed, liability – who is liable and who will pay – is often raised as a potential 'problem' with rail trail projects. o The exclusion of dogs from farming areas (as suggested above) means that someone who takes their dog into these areas is in breach of the trail regulations and any subsequent liability action would take this into account.

	<p>Possible solutions</p> <ul style="list-style-type: none"> ○ Primary project partners must take responsibility and ensure that their role is clear and unambiguous. ○ Management body takes liability responsibility along the full length of the trail regardless of ownership. Farmers do not carry any additional liability. ○ Effective signposting at trailheads and access points indicating trail regulations and trail use rules and user responsibilities. ○ In respect of farmers' general insurance, this has not been an issue in other rail trails. Fire management plans address the possible fire risk increase, while reports of theft of property have been virtually non-existent (as noted above). ○ Courts are increasingly ruling that people are responsible for their own actions, marking a different emphasis to that which occurred in the late 1990s/early 2000s when managing authorities were held responsible for inappropriate behaviour.
<p>Unauthorised trail users</p> <p>There are often concerns over whether motor bikes would use the trail.</p> <p>Access by motor bikes and unauthorised motor vehicles.</p>	<p>Comments</p> <ul style="list-style-type: none"> ○ Unauthorised access to the trail by users of cars, motor bikes, etc, is often stated as one the major concerns of adjoining landowners (it is also a concern of potential trail users). <p>Possible solutions</p> <ul style="list-style-type: none"> ○ Prohibit motor vehicle and motor bike use through motor vehicle exclusion barriers and effective signage at each road crossing (see examples within report). ○ On the Lilydale Warburton Rail Trail, as with other rail trails in Victoria, a standard gate configuration has been designed for use at all road crossings and trailheads. The design allows unimpeded access by walkers, cyclists, people in wheelchairs, etc. The design is such that motorbikes cannot squeeze past the gate posts of the narrow maze. Access by authorised vehicles, such as management vehicles, adjoining landowners (where needed) and emergency vehicles is gained through an adjoining (locked) management gate. ○ Encourage reporting of vehicle/bike registration numbers of illegal users. Experience on the Murray to the Mountains Rail Trail was that motorbikes tended to use the same sections at the same time – enforcement was therefore relatively easy.

<p>Ongoing maintenance costs</p> <p>Who is responsible, who will pay, what effect will it have on rates?</p>	<p>Comment</p> <ul style="list-style-type: none"> There are often concerns about the capacity of a Council to maintain the trail and how it is going to pay for the maintenance. Maintenance is an ongoing responsibility and necessary for a good trail and the costs do need to be met by an organisation (Council or other community groups) – whether it is in capital or human resources. A rail trail should be regarded as simply another recreational or community asset provided by the Council for the benefit and enjoyment of its ratepayers. <p>Possible solutions</p> <ul style="list-style-type: none"> Preparation of a regularly reviewed Trail Management Plan covering all maintenance issues (including fencing) prepared in advance of construction is critical. The plan will provide a clear definition of who is responsible for what. Proper design and construction will minimise ongoing maintenance costs. Focus of maintenance – erosion, vegetation regrowth, weed control and signage damage. A clear definition of who is responsible for what. Division of maintenance into regular inspections and simple repairs and once/twice yearly programs undertaking larger jobs such as signage repairs, culvert cleaning or vegetation control. Hazard inspection program (to limit liability and to define maintenance activities).
<p>Responsibility for policing trail</p> <p>Adjoining landowners are often concerned about undesirable people using the trail and causing a nuisance.</p>	<p>Comment</p> <ul style="list-style-type: none"> Rail trails do not attract undesirable people. Adjoining landowners need not be concerned about the typical trail users as they do not cause trouble. They are using the trail for a relaxing and enjoyable outing in an attractive environment, free of motor vehicles. <p>Possible solutions</p> <ul style="list-style-type: none"> Volunteer or professional trail patrols ranging from informal monthly clean-ups and maintenance crews to daily patrols. Preparation of a regularly reviewed Trail Management Plan contains a clear definition of who is responsible for what. Police and/or Council ranger patrols (including on bikes); or by trail manager on regular patrols.

SECTION 4 – POTENTIAL ISSUES

In determining whether the proposed Narrogin Williams Rail Trail is worthwhile and viable an assessment was made of a number of potential issues and opportunities. None of the issues that follow are insurmountable, though some are difficult.

- **Stakeholder positions** – Councils and the community. Both the Shire of Narrogin and the Shire of Williams' Councils are keen to explore the merit of developing the trail between Williams and Narrogin and sought funding for this study. The Councils have stated that the rail trail project presents an opportunity to enhance recreational and tourism opportunities and celebrate both the natural beauty as well as cultural heritage.
- **Tenure and land ownership** - the former railway corridor is Crown land and therefore remains in public ownership. The corridor was developed as a fenced line. However, much of it is now grazed by stock as fences have been removed over the years by adjoining landowners. A change to the status quo will have considerable consequences for neighbouring farms along the corridor. However, the design of the trail (utilising specially designed gating systems) can mitigate these concerns.
- **Bridges** – there are seven bridges between Williams and Narrogin, in various states of useability. All cross areas of flowing and/or standing water and usually with a steep gully and a steep descent/ascent from the embankment to the water. In determining whether these bridges can be refurbished to accommodate the passage of cyclists and hikers, an assessment was made of the condition of each bridge and the alternatives which included: building bypasses of the bridges on higher ground (often alongside the Williams-Narrogin Rd), the construction of concrete floodways, fabrication of lower-level boardwalks and the installation of prefabricated bridges. It was noted that even after a period of relatively low rainfall, there are wide areas of standing water and reeds and a wide area no doubt subject to inundation during wetter winters. A rough calculation was also made of the respective costs of the various options for fording each river and on balance it was determined that refurbishing most bridges was either as cheap and/or the best option. Most bridges have steel I-beams and either concrete piers or timber piers that appear to be in comparatively good condition. Only one bridge needed complete replacement. One bridge (nearest to Williams) would be avoided by an alternative route into the Williams trailhead via the shared path along the river.
- **Regrowth vegetation** – During the time that trains were operating, the railway corridor would have been kept clear of vegetation (to prevent sparks from igniting the bush). Since the last trains ran along the line in the late 1980s there has been a considerable amount of regrowth within the railway corridor. Much of the regrowth vegetation is sheoaks but there is a variety of eucalypts in patches along the corridor. A trail corridor will have to be cleared through this regrowth in many areas, including along embankments where no other option is available as well as through cuttings, if no alternative is available. Regrowth vegetation will no doubt continue to flourish.
- **Road crossings** – road / trail crossings always present a special hazard which must be addressed carefully. A crossing should have enough space cleared and levelled on both

sides of the road to allow cyclists travelling together to gather in a group and cross en masse. One-at-a-time crossing greatly increases the overall time in the roadway and therefore increases the likelihood of encountering a vehicle. The crossing should ideally be at a straight, level area allowing both trail user and vehicle driver good visibility and the driver ample stopping distance (if possible). All trail crossings should be perpendicular to the road. All crossings will be 'at-grade', as is common with the overwhelming majority of road crossings on rail trails in Australia (as well as many other trails). By necessity the original railway route twisted its way across the landscape and crossed numerous roads, usually at grade. Should the rail trail proceed, there will be 18 road crossings between Narrogin and Williams. The most significant road is the crossing of the Williams-Kondinin Road (which carries approximately 1,000 vehicles per day in the vicinity of the proposed crossing point). This compares very favourably with counts on Albany Highway where the Bibbulmun Track and the Munda Biddi cross Albany Highway (at nearly 4,000 vehicles per day). There are other minor road crossings between Williams and Narrogin, none of which presents any significant issue. Although there are numerous road crossings, all have good sight lines and relatively level ground to cross at. Appropriate signage, common on every rail trail, is one of the best means of helping to ensure trail users cross all roads safely. The exact locations of at-grade crossings would need to be carefully chosen and designed. Generally, the road crossing treatment required includes:

- Installation of signage on the rail trail (both sides of the road crossing) advising (or warning) of the upcoming crossing of the road. The recommended treatment is the installation of (either or both) "Give Way" (or "Stop" signs if it is a major road) and "Road Ahead" signs on both sides of the crossing. If motorbikes are not considered a problem now, or in the future, a drop-down central bollard could be used to prevent unauthorised motor vehicle entry;
- "Trail Crossing Warning Signage" on the road (both sides of the trail crossing) alerting road users of the upcoming trail crossing;
- Installation of pipe culverts at roadside drains (where required); and
- Miscellaneous signage (including Rail Trail name and logo; distance signs; Emergency Marker signs; road name signs; "Unauthorised Vehicles Prohibited" signs; "Trail Bikes Prohibited" signs, etc.).



Disturbance to formation/embankment – the removal of the steel track from the railway in the early 1990s caused significant disturbance to the formation in numerous locations. This is particularly evident at minor road and track crossings of the railway where loading of the steel onto trucks would have taken place. These are areas where the formation has completely disappeared due to the movement of these heavy vehicles and the locations where the formation will need to be reinstated during trail construction.



Western Australian College of Agriculture Narrogin - the College has approximately 4 kilometres of the disused railway passing through its landholdings. It is vitally concerned about the safety and security of its students and of biosecurity issues pertaining to its stock and crops.



Fencing – fencing of the corridor is one of the most important, and expensive, components to the future success of any rail trail. As a rule, rail trails pass through a considerable amount of farmland, and it is critical that the entire rail trail corridor be fenced on both sides where it passes through farms. Fencing along a rail trail is required for several reasons:

- To prevent unauthorised access onto the rail trail;
- To prevent authorised trail users (cyclists, walkers) from attaining access onto adjoining properties, and to prevent unauthorised trail users (trail bikes, etc.) from illegally trespassing onto private property;
- To minimise disturbance of stock by trail users;
- To prevent encroachments by adjoining landholders;
- To delineate freehold (private property) from public land and to minimise encroachments and trespassing, unintended or otherwise;
- To prevent stock from straying (recognising that it is the landowner's responsibility to ensure stock does not stray); and
- To keep stock off the rail trail and away from trail users.

The Williams Narrogin section of this railway was originally fenced at a corridor width of 35 metres (in some locations) or 40 metres (in other locations). The two sidings (Geeralying and Dumberning) were fenced at a width of 100-110 metres. Since the closure of the railway over 35 years ago some side fences have been removed and other have deteriorated significantly. There are numerous reasons why the fencing will need reinstatement, as outlined above. Each segment of the proposed rail trail makes an allowance for the reinstatement and/or repairs to fencing. Discussion with adjoining landowners indicates that reinstatement of the fences on the original reserve boundary is the most desirable outcome, enabling grazing of the rail trail corridor if/when desired. Much of the disused railway corridor is located parallel with the Williams-Kondinin Rd (Narrogin Rd) and consequently only one fence (on the farm side) is required. Although the corridor is proposed to be fenced, the cost estimates allow for ample stock and machinery crossing points of the corridor to enable farmers and their stock to cross the (former and to-be-fenced) rail trail corridor (in some, but not all, locations) without the necessity of opening and closing gates. Not all of the stock crossings need to be open 24/7. If the trail proceeds, consultation with each adjoining landowner will be required to tailor specific solutions. The cost of fencing, where required, should be negotiated with each individual landowner during the one-on-one consultation process. One of the options to maintain the corridor (as opposed to maintaining the actual trail) is to allow adjoining or adjacent landholders grazing or cropping permits over those parts of the corridor not required for a trail. Adjoining landowners have shown a preference for the proposed new fences being erected on the original railway reserve boundary, rather than being brought in closer to the proposed trail which could be located within a narrow (7-10m wide corridor). Keeping the fences along the original boundary means that all owners and leaseholders know where the legal boundary is, without any confusion. It also means that, should adjoining landowners wish to graze their sheep within the trail corridor (i.e. the original railway reserve corridor) they will have a much

wider area for the sheep to graze which makes it more worthwhile. It also means that at those times when sheep are grazing, the sheep can easily move to the side of the corridor while trail users are passing and not feel threatened or trapped.

- **Quality of construction** – the initial discussions concerning this proposed rail trail considered the prospect of the trail being developed to a Grade 3/4 level (meaning less attention to quality and a more expeditious construction and affordable trail). A lesser grade of trail would mean bridges would not be refurbished, crossing of watercourses would be by means of a basic ford, signage would be minimised and clearing for the trail would be minimised to allow only a single-track (1.0 - 1.5 m wide trail). Consultation with adjoining landowners, and the consultants' own deliberations, now indicates that a higher quality (i.e. Grade 2/3 trail) should be developed. The feeling is that the better the quality of trail, the better the experience for most potential trail users. The better the quality, the better the chance of attracting more users and consequently the bigger the financial returns to the communities at either end.
- **Gating at road crossings** – the potential for unauthorised users (such as motorised trail bikes and motor vehicles) to access the rail trail corridor is always of utmost concern to adjoining landowners, particularly farmers. Consequently, most rail trails put in place secure gating systems at road crossings to prohibit or at least deter all but the most dedicated intruder. Gating systems include 'chicanes' that allow the passage of bicycles and walkers, with a locked management access gate (that can be opened for access by management vehicles, and emergency services vehicles such as fire fighters, ambulances and police cars).
- **Exit out of Narrogin** – the new location of the Visitor Centre in the old railway station building means that the trail should commence/end at this location where there is ample parking, and of course access to the Visitor Centre. Getting across the Great Southern Highway east of the VC will eventually dictate that new kerb ramps be put in place, to enable easy passage to and through Gnarojin Park. The route south of the Visitor Centre towards Railway Dam is troublesome as sections are very unattractive, and well used for the movement and parking of cars and heavy machinery, storage and dumping of rubbish. However, a route that utilises existing shared paths and gravel verges is possible, with the added benefit of passing the Vintage Machinery museum. The placement of numerous Trail Directional Markers has been recommended so trail users can easily navigate the trail until reaching the railway embankment as it passes to the north of Railway Dam.
- **Choice of alignment** – in many locations the actual railway embankment/formation is not clearly discernible due to years of neglect and the dumping of waste materials. As mentioned above, years of regrowth vegetation also masks the actual alignment of the former railway line. In some locations where there is a parallel track – quite likely the former maintenance track for the railway – it may be preferable to minimise clearing by using the track instead of clearing the regrowth vegetation. Some of these existing tracks are currently used as access to adjoining farms and other properties. These access tracks could/should be retained, and the track designated as a "shared" zone, by appropriate signage. Agreements with adjoining landowners may be required.

- **Authenticity of experience** – using as much of the former railway infrastructure (such as bridges, embankments and cuttings) is a highly desirable outcome to provide future trail users with an ‘authentic’ rail trail experience. That is what they would expect. Deviating the rail trail off the corridor onto adjoining public roads is not what they would expect. However, as described above, there will be situations where the trail could and should be diverted off the overgrown formation onto a parallel track, if it is contained within the actual railway reserve. In numerous situations where the embankment is very low, there is little difference between walking/cycling along the low embankment and walking/cycling along the parallel track.
- **Need for a mid-point trailhead** - the proposed rail trail, at approximately 34km, is an ideal range for cycling either as a one-way experience by many cyclists, or a return journey for fitter, more capable cyclists. However, 34km is a very long day’s walk and much too far for most people. Therefore, a trailhead at a point preferably mid-way along the corridor would provide more options for future users. The preferred location would be within Geeralying Siding (at Manaring Road) where the corridor is 100 metres wide and where shade trees already exist. The siding is 16km from Narrogin and approximately 18km from the proposed Williams trailhead. A midpoint trailhead would enable a convenient place for a car shuffle, or for trail users to be collected. The Geeralying Siding ground itself is very wide and large and immediately alongside Manaring Road. An allowance has been made in the cost table for the development of a trailhead in the siding.
- **Culverts** – lack of maintenance of the former railway corridor in the time since it was closed has resulted in most, if not all, culverts under the embankment becoming clogged with debris and mud. These will need to be cleared out during the construction program. An allowance has been made for this activity. Some timber culverts have collapsed, and these will need to be replaced with concrete pipe culverts during construction.
- **Lack of maintenance** – when the trains were operating, especially as a steam railway, the responsible government authority was reasonably diligent in maintaining the corridor. However, since closure maintenance has been virtually non-existent and there are numerous locations where weeds are growing, and rubbish has been dumped. The development of trail is the opportunity to spray weeds and clear the corridor of all illegally dumped waste.
- **Removal of remaining sleepers** – removal of the steel track from the railway occurred in the early 1990s. Sleepers were evidently removed at that time too, but not all. The development of the rail trail will by necessity require the removal of all remaining sleepers, as well as judicious removal of regrowth vegetation from the former railway formation (where it is to be used). This report includes specific detail on how best to remove the sleepers and overgrowing vegetation and leaving an aesthetically pleasing trail corridor.
- **Costs – both capital and maintenance** – are a major consideration in any public infrastructure project. These need to be offset against a range of benefits – both economic and non-economic. Broad cost estimates are a part of this project, but

reliable and detailed cost estimates would need to be obtained from construction contractors at the time of development of the trail.

Ongoing trail maintenance is a crucial component of an effective management program – yet it is often neglected until too late. Countless quality trails have literally disappeared because no one planned a maintenance program, and no one wanted to fund even essential ongoing repairs. It is therefore essential that funds be set aside in yearly budgets for maintenance of this trail - to ensure user safety and enjoyment, and to minimise liability risks for land managers (maintenance is discussed in more detail later in this report).

Resourcing a maintenance program is crucial, and funds will be required on an ongoing basis to enable this essential maintenance. It would be short sighted to go ahead and build the Narrogin Williams Rail Trail and then baulk at the demands of managing and maintaining it.

Evidence of actual trail maintenance costs for individual items along a rail trail, or any trail for that matter, are scarce. The biggest maintenance costs involved are obviously maintenance of the items that initially cost the most to install – surfacing, fencing and bridges (although it should be some years before maintenance is required).



Landholder concerns and issues - as is the case with virtually all rail trail projects, adjacent landowners are, understandably, apprehensive about trails close to their properties. These concerns were expressed during consultations with adjoining landowners. It is important that these concerns are seriously addressed before any trail conversion takes place. Issues that have been raised already during this project and others that may be raised in the future are included throughout this report.

Should the trail proceed (in any form), and immediately prior to construction, one-on-one consultation should take place with adjoining landholders to determine, in a cooperative manner, solutions to their issues. It is time-consuming but necessary. It is infinitely better to be proceeding with their support (or at least the absence of opposition) than it is to ride 'rough-shod' over these concerns.

Seeking local ideas and advice always helps forge a stronger relationship. Listing concerns and working together to find resolutions is a far more productive approach than creating confrontation.

It is the experience of the consultancy team that landholders will take the time to discuss the potential trail and the problems they envisage. When issues are discussed at the actual site where the perceived problem is, discussion of possible solutions with the landholders often reveals that the problem can be minimised or completely avoided.

Involving landholders in the process, over a period of time, will help avoid feelings of alienation or mistrust. Acknowledgment of the gravity of each issue, and a 'work together' approach is likely to be a good starting point. As with all neighbour issues, involvement over time goes a long way to building trust.

While rail trails are hugely popular and successful once they are open, during the development phase, trail proponents often must answer a wide range of concerns that residents may have about the impact of the proposed trail on their farming operations.

- **Flooding** - railway construction involved numerous bridges and dozens of pipe or timber culverts to carry the railway across rivers and creeks and water from one side of the railway embankment to the other after careful consideration of drainage in the event of heavy rainfall and flooding. The crossing of the Williams River is of particular concern. All existing bridges need refurbishment (or replacement in the case of one bridge) to carry trail users across flood prone land at these bridge locations. While these crossings may be dry for much of summer, that is probably not the time when the trail will host most visitors. The cooler months are when highest levels of usage can be expected, at the same time as these watercourses are likely to be under water.
- **Dogs and legal liability of landowners** - allowing dogs on a trail is beneficial as trails enable residents of towns to exercise themselves and their pets in a traffic free environment. However, the presence of dogs on any trail usually presents a problem to adjoining landowners. In the case of rail trails, which pass through farmland often containing stock, the issue is even more significant. Unrestrained dogs can pass through fences and disturb stock (sheep, cattle) and farm dogs at work. The recommended solution to having dogs on a rail trail is to only permit them in 'town' sections. The exclusion of dogs from farming areas means that someone who takes their dog into these areas is in breach of the trail regulations and any subsequent liability action would take this into account. For this reason, it is recommended that dogs be permitted on the trail as far as Railway Dam (or perhaps Graham Rd) in Narrogin and as far as CBH in Williams.
- **Aboriginal heritage** – A search of the Aboriginal Cultural Heritage Inquiry System (ACHIS) has revealed there are no registered aboriginal heritage sites within, alongside, or in close proximity to the former railway corridor. The closest registered site is Aboriginal Cultural Heritage Register Place 5826 (some 300 metres to the north of the corridor. ACH Register Place 5888 is even further distant). Earthworks and construction activity over 100 years ago (to develop the embankments and cuttings), and the clearing of vegetation within the entire corridor, would have eliminated evidence of any burial sites, artefact scatters or modified trees – should they have existed.
- **Horses on the trail** – a decision to not permit horses on the trail has been taken by both local governments. As with dogs, horses on a rail trail can and will pose a significant issue to adjoining landowners and their stock (and horses).

SECTION 5 – OPPORTUNITIES

Rail trails provide several notable opportunities for visitors, residents and the town and villages where they start/finish and through which they pass. There are a number of specific elements within the area encompassed by the proposed rail trail route that provide opportunities and reasons for why a trail should be built.

- **WA State Government funding** - Earlier this year, the WA government committed \$17.5 million to completing the Wadandi Track (formerly known as the Busselton-Flinders Bay Rail Trail). The funding, broadly corresponding to the cost estimates prepared in a Trail Development Plan prepared in 2013, will increase the length of the rail trail from 54km to 110km. The completed rail trail is set to become one of Australia's most iconic rail trail experiences. It will be bookended by the picturesque coastal towns of Busselton and Augusta and will link several important inland settlements including Cowaramup, Margaret River, Witchcliffe, and Karridale. This major funding commitment, which was announced at a time when several other trail projects received significant grants, is an indication that the WA Government is prepared to pursue the development of significant recreational trail projects for the benefit of Western Australians. Furthermore, the WA Government considers underutilised transport and service corridors (including former railways) in rural areas as excellent candidates for "transport trails" due to their relatively gentle gradients, and ability to support recreational and tourism trips between towns and regions.
- **Public Transport Authority** – the PTA is keen to divest its responsibilities for ongoing maintenance of assets along this disused railway corridor and would support any approach by the local governments should they decide to take the lease of the corridor for the purpose of developing a trail. The PTA is a co-author of the *Western Australian Cycling Network Hierarchy* which describes the benefits of "transport trails" – routes within underutilised transport and service corridors (Including former railways) in rural areas – due to their relatively gentle gradients, and support for tourism trips between towns and regions.
- **Possible funding from green energy projects** in the region – there is considerable opportunity for both Councils to utilise significant financial contributions from Community Enhancement Funds set up in the process of approving windfarms and other 'green energy' projects proposed for the region.
- **Appealing landscapes and infrastructure**. The proposed Narrogin Williams Rail Trail would pass through attractive rural farming scenery, as this was where rail lines historically ran. Views of gently undulating countryside, containing water bodies and trees are the most attractive and relaxing for many people (*St Leger 2004*). Views to distant hills are sometimes present (though these are "low-rise" in nature). Undulating topography is constant along the corridor. Views of sheep or other stock grazing in adjoining paddocks adds to the interest. Whilst much of the infrastructure along the corridor has been removed, some infrastructure along the railway corridor remains. All bridges remain (albeit needing refurbishment); distance pegs remain in most places. Embankments and cuttings - whilst not a common feature on the corridor - are present and add to the diversity of the landscape. All these elements of the original railway would add to the enjoyment of trail users, should the trail be developed.

- **Topography of the route.** One of the major appeals of rail trails is the gentle gradient, suitable for all types and levels of cyclists and all walkers (including parents with prams and people on mobility scooters). This is the market that would be attracted to a rail trail. The corridor itself is reasonably flat (having been constructed originally for steam locomotives mostly along river and creek valleys).
- **Aesthetics on the corridor** - overall, the corridor has all the attributes that potential rail trail users desire: attractive landscapes and distant views, history, railway embankments and cuttings, railway bridges across rivers, scenic farmland and a gently curving but generally flat formation. The railway corridor between Williams and Narrogin passed over several rivers and creeks, including the Williams River, Walkers Creek and Geeralying Brook – all offering attractive water views (particularly during winter). Even though some of the disused railway corridor runs alongside the Williams-Kondinin Road (from Williams to Narrogin), this does not diminish the attractiveness of the corridor as it is separated somewhat from the road (which is not particularly busy). The trail if built would meander its way across the countryside – passing interesting landscapes and features as well as being relatively remote from major settlements (except at either end).
- **Access to the trail** – the visibility of the proposed trailheads (Lions Park in Williams and the Narrogin Visitors Centre) will help encourage use. The proposed rail trail has excellent opportunities for potential users to access the trail route at the trailheads and via the numerous crossroads, as well as from Railway Dam in Narrogin. The proposed mid-point trailhead (at Geeralying Siding) further enhances access possibilities.
- **Connections between towns.** Taking trail users to the towns at either end will provide new business opportunities for service providers. Presently, there are limited opportunities for potential trail users to get accommodation in these towns, although food and drink and other services are readily available. Development of the rail trail may provide a range of new business opportunities (or allow existing businesses to expand). The trail will make an actual connection between the towns – one that reinforces historic connections.
- **Business development.** There is a range of business opportunities for private sector investors arising from the potential development of a rail trail. Providing accommodation, food and beverages, supported and guided tours and equipment, are some of the businesses that have arisen along other trails. Such services add significantly to the user's enjoyment if done properly. A 2015 user survey of the Otago Central Rail Trail (in New Zealand) reported that ratings for package operators have consistently improved over time and were rated 9.5 out of a possible 10 in 2015. There is no doubt that this contributed to visitors rating their overall rail trail experience at 9.0 out of a possible 10. The rail trail also potentially offers benefits beyond the two towns which it connects. Service and accommodation providers in nearby towns may also benefit from an influx of rail trail users, particularly in the early years of operation as new businesses closer to the trail take time to develop.
- **Attracting new visitors who spend money.** A trail such as the proposed Narrogin Williams Rail Trail will provide several opportunities. A trail will bring additional tourists and assist in keeping them longer in the area. A trail will create opportunities to build on existing industries and enterprises of the area. Australians are increasingly looking

for passive, non-organised recreation opportunities, often in natural or near-natural settings. Demand for this type of opportunity will only increase as the population ages. While walking remains the most popular of these activities (and is likely to remain so as the population ages), off-road cycling shows a growing and often unmet demand within the trails market. The advent of e-bikes will only accelerate the popularity of cycling on trails. In addition, bike sales increased dramatically through Covid-19 – meaning a lot of new users will be looking for potential bike riding opportunities. The proposed Narrogin Williams Rail Trail would provide experiences for a range of user groups in a series of markets that have been consistent over time – walking, bushwalking and cycling – or growing significantly – off road cycle touring. The rail trail would provide for both visitors and local people who participate in a range of activities.

- **Broadening the recreation offerings.** Provision of an additional off-road trail adds to the list of tourist offerings in the region and encourages visitors to stay a little longer to go for a pleasant walk or ride. A new nature-based attraction has the power to retain those visitors for longer, spending money and generating business opportunities. A rail trail is an attraction open 365 days each year.
- **Possible agglomeration of rail trails -** a rail trail hub. At a length of 34 kms, the rail trail is an ideal 2 - 3-hour bike ride for many users. Obviously, walkers will take much longer. Other existing rail trails in the area are the Collie-Darkan (to Dardadine Siding) Rail Trail and the Congelin Siding Rail Trail (in Dryandra Woodland National Park) which follows the old Pinjarra to Narrogin railway line that was constructed in 1925 and known as the Hotham Valley Branch (Dwarda line). Proposed rail trails in the Wheatbelt include the Kojonup-Katanning-Pingrup (157km) and Tambellup-Gnowangerup-Ongerup (94km) as well as the potential continuation of the Collie-Darkan Rail Trail from Dardadine Siding to Williams. While many are at early stages, some may come to fruition over time making the region a very attractive place for an extended stay with users sampling several rail trails. Far from being in competition with each other, such rail trails would complement each other encouraging visitors from further afield to come and stay longer. This is a common use pattern in Victoria where visitors do several rail trails in a region over an extended period (often adding additional on-road cycle touring routes).
- **Capitalising on local trail network -** the recent development of mountain biking trails in Narrogin, coupled with the new in-town Heritage Trail and the upgraded cycle/walk trails within Foxes Lair, provide a broad spectrum of trail related activities for a range of potential users, including family groups.
- **Wheatbelt Cycling Collective.** A committed community-based group is an important element in a rail trail's success. This group has been very active in helping to promote the development of the trails in and around Narrogin. This commitment can be tapped into to ensure the rail trail succeeds (should it proceed) in regard to ongoing maintenance and promotion. Numerous other 'Friends of' groups on other rail trails volunteer to undertake a wide range of routine maintenance tasks – saving the trail manager time and expense.
- **Non-monetary benefits.** Trails can improve community connectivity and provide increasing recreational options for local people thus contributing to both physical and mental health of communities through which they pass.

SECTION 6 - VISITOR MARKET AND NEEDS ANALYSIS

A trail such as the proposed Narrogin Williams Rail Trail will provide several opportunities generally associated with recreation trails. A trail will bring additional tourists and assist in keeping them longer in the area. A trail will create opportunities to build on existing industries and enterprises of the area.

6.1 Visitors

Australians are increasingly looking for passive, non-organised recreation opportunities, often in natural or near-natural settings. The proposed Narrogin Williams Rail Trail would provide experiences for a range of user groups in a series of markets that have been consistent over time – walking and bushwalking and cycling – or growing significantly – off road cycle touring. The trail would provide for both visitors and local people who participate in a range of activities. Several high-profile trails in Australia and New Zealand provide examples of user numbers that can be achieved on tracks and trails (a product within nature-based tourism). Users are attracted to developed trails that are both ‘known’ or advertised in some way and offer a range of facilities such as signage and interpretation, parking, toilets and water.

6.2 How Much Do Trail Users Spend?

Successful trails are already attracting large numbers of visitors and they are spending reasonable amounts of money both in the local economies and in the broader economy. The following figures provide a snapshot of expenditures from a range of trails to demonstrate user expenditures.

- Whilst there are no specific detailed categories or figures available for the Tumbarumba Rosewood Rail Trail (such as detailed below for other trails), the *Rail Trails for NSW Evaluation Summary (2022)* identified that spending in the Tumbarumba region was up by 20% over the two six month period either side of the Tumbarumba Rosewood Rail Trail opening and discretionary spending on leisure-based activities in Tumbarumba was up 55% for the same six month periods. It is important to remember that this expenditure by users was also in a time (June-December 2020) affected by Covid-19 measures.
- Recent data (*Service Innovation Alliance 2021*) shows that users of the Brisbane Valley Rail Trail are spending an average of \$118.88/day for day trippers and \$179.81/day for



Several accommodation establishments are clearly benefiting for locating close to the Riesling Trail, resulting in economic benefits to the businesses and a bigger range of accommodation options cyclists and walkers using the trail.

overnight visitors. Overnight visitors are staying an average of 2.75 nights, increasing their total spend to almost \$500/trip.

- The Mundaring Trails Network, 1 hour from the Perth CBD, injected some **\$12.62 million** into the local economy and a **further \$15.21 million** into the State economy annually. Local residents spent \$4.06/visit to the network and visitors (primarily day users) spent \$23.71/visit. The key is that the total number of trips on the trails studied was a staggering 2.454 million visits annually (*Jessop and Bruce 2001*).
- Users of South Australia's Riesling Trail (a 35 km rail trail in the Clare Valley) who come primarily to use the trail are estimated to spend **\$1.08 million/year** (\$215/person/visit with daily expenditure of around \$100). This does not count the other 50% of trail users who use the trail as a secondary purpose for their visit (*Market Equity 2004*).
- The economic impacts of the Bibbulmun Track (WA's long-distance walking track) have been studied over two periods (in 2003 and 2007/08). In 2003, the track was shown to have generated **\$21 million** of expenditure **annually** by track users, well in excess of its one-off construction costs of \$5 million (*Colmar Brunton 2004*). More recent figures show an increase in this amount (due to an increase in both users and how much time they spend on the track). The estimated expenditure in 2008 is around **\$39 million annually** (*Colmar Brunton 2009*). The 2007/08 study shows that the average day walker (some 70% of all users) is spending \$50-\$60/day, while those walking the track for 2-3 days are spending around \$200/visit. Those using the trail for 6 weeks or more, while small in number, are spending \$1,400/visit.
- The Murray to the Mountains Rail Trail in North East Victoria is one of the better-known rail trails in Australia. Research work undertaken over Easter 2006 (*Beeton 2006*) found that average daily expenditure was **\$258/user/day**. The bulk of this expenditure was on food and beverage (57% of daily expenditure which equates to \$147/user/day). Beeton applied accepted economic multipliers to these figures and calculated that the direct contribution to the local economy per user per day was in excess of \$480. Follow-up work by Beeton (2009) made similar findings.
- Users of New Zealand's Otago Central Rail Trail are spending **\$NZ 177/day** with the average length of stay in the region of 3.8 days. There is a range of expenditures – users doing the whole trail spend \$NZ 166/day while those doing part of the trail spend \$NZ 247/day. The trail created 81 direct jobs and a total of 102 jobs. Accommodation derives 41-48% of the benefit, followed by



The Otago Central Rail Trail on the South Island of New Zealand is an outstanding success, stimulating the establishment of 15 - 20 tour operators that provide logistical support. The rail trail has also stimulated private developments including chalet accommodation at Wedderburn, developed by the owners of an adjoining farming property.

food and consumables. The trail is contributing some \$3.55 million directly to New Zealand Gross Domestic Product (GDP) and \$5.2 million in total (*Otago Central Rail Trail User Survey 2014/2015*).

- Users of New Zealand's Hauraki Rail Trail are spending around \$5 million/year using the trail. Visitors are spending an average of \$172 per trip, and 50 full time positions had been created because of the trail.
(<https://www.stuff.co.nz/travel/destinations/nz/94123407/hauraki-rail-trail-contributes-millions-to-local-economy>)
- At the broader New Zealand level, 1.065 million users of the Great Rides of New Zealand network spent an average of \$NZ 892.20/trip (for a total expenditure of \$NZ 951 million) in 2021 (*Angus and Associates 2022*).

There are a range of business opportunities for private sector investors arising from the potential development of a rail trail. Providing accommodation, food and beverages, supported and guided tours, and equipment, are some of the businesses that have arisen along other trails.

It is important to understand how trail users spend their money. Trail users spend money before coming to a trail and in towns and villages along the way. The expenditure data shown below represents an amalgam of existing research data on visitor expenditure related to rail trail.

Reviewing the expenditure data from these 7 studies allows an understanding of average expenditure patterns of trail users for overnight trail users (the 2022 Angus and Associates study is not included as the data was not presented in a way that could be easily converted). Table 2 shows average amount spent by trail users and the broad sectors in which they spend their money (average expenditure per sector is drawn from most of the studies listed above – not all provided detailed data. The data was collected at different times and noted in different currencies. The figures below represent averages converted to 2023 Australian dollars).

Table 2: Trail user expenditure by category for overnight visitors (rail trail and cycle trails)

(Overnight users include those staying 1 night or more in the region to use a specific trail)

Sector	Average expenditure/day
Accommodation	\$63.62
Food and beverage	\$92.58
Transport	\$27.82
Retail	\$36.23
Other (including cycle maintenance)	\$26.14
TOTAL	\$246.39

Sources: Service Alliance (2021); Beeton (2003); Beeton (2006); Beeton (2009); Market Equity (2004); NZ Ministry of Business, Innovation and Employment (2013); Central Otago District Council (2011).

Table 3 shows average amount spent by trail users on day trips and the broad sectors in which they spend their money. The data was collected at different times and noted in different

currencies. Average expenditure per sector is drawn from most of the studies listed above – not all provided detailed data. The figures below represent averages converted to 2021 Australian dollars.

Table 3: Trail user expenditure by category for day-trippers (day tripper expenditure was only available for some of the studies)

Sector	Average expenditure/day
Accommodation	\$0
Food and beverage	\$64.18
Transport	\$31.73
Retail	\$40.45
Other (including cycle maintenance)	\$33.69
TOTAL	\$170.05

Sources: Service Alliance (2021); Beeton (2003); Beeton (2006); Beeton (2009); Central Otago District Council (2011); Colmar Brunton (2009); Hughes et al (2015); Market Equity (2004); Manning et al (2000); NZ Ministry of Business, Innovation and Employment (2013)

SECTION 7 – ESTIMATES OF PROBABLE COSTS

7.1 Basis of Cost Estimates

The investigations undertaken during the fieldwork associated with this project and the consultation carried out enable a reasonable indication of the work required to bring about the development of the proposed Narrogin Williams Rail Trail project.

This report is essentially a Feasibility Study, with sufficient attention given to determining the construction/development activity needed to bring the trail to fruition.

The costs of construction of the proposed rail trail are an estimate of probable costs only. Accurate costs can only be determined, firstly, by the compilation of more detailed works lists accomplished through a detailed trail development plan for the proposed rail trail and, secondly, via a tendering process.

The costs for development of the trail (bridges, trail construction, etc) are based on conditions likely to be encountered during construction. As accurate measurements have not been made, it is not possible to be precise in quantifying costs. It is only after a detailed trail development plan is prepared (including a full traverse of the corridor) that more definite quantities and costs can be provided.

For the purposes of determining costs for this Feasibility Study, the per unit construction rates have been included in the tables, along with an estimate of the total length or quantity. The following relevant notes apply.

It is likely that the Councils' works crews could accomplish construction at a better rate, given their resourcefulness, their workforce is local and is without the need for mobilisation or demobilisation costs. The cost and availability of local accommodation for contractors may result in a higher cost.

The estimates of probable costs are based on recent relevant construction costs from other trail projects. Real-life costs will depend on several factors, including the state of the economy, the extent of 'advertising' of construction tenders (or the competitiveness/efficiencies of the Councils' crews), the availability and competitiveness of contractors, the rise and fall in materials costs, the choice of materials used in construction and final design details.

Tenders submitted by construction contractors may vary significantly from the estimated costs in the table contained within this report.

Estimated costs are as of August 2024. An additional 3.5% should be added to each individual total per year compounded. Recent press articles on general construction issues suggests the current construction industry price escalator is between 5% to 7% per annum. It may be appropriate to consider this figure when applying for construction funding should the project proceed and dependent on the timetable.

 **Clearing.** Clearing costs (prior to earthworks) vary:

- Very minor clearing is \$1,000/km;
- Minor clearing is \$3,000/km; and
- Moderate clearing (most notably the removal of small trees in the formation) is \$5,000/km.

- **Trail construction.** Construction includes removal of old sleepers where they still exist, grading of existing (gravel) ballast to remove sleeper indentations, light rolling, levelling, trimming, shaping and compacting and forming of a slightly crowned gravel surface to create a trail at a width of 2.0m: \$50/lineal metre (for 2.0m trail width).
- **Stock and machinery crossings:**
 - Minor – trail open 24/7; gates to be closed to move stock and machinery across trail (4 x 6000mm gates, plus additional fencing and strainers, plus installation) (\$4,000)
 - Major: trail and crossing open 24/7; includes management access gates, stock grids and side gates that can be closed when required. (\$20,000)

Note: drawings illustrating options for stock/machinery crossings are shown in Appendix 3.

- **Signage:**
 - Installation of “Give Way” or “Stop” signs at road crossings: (includes fixing signs to sleepers, digging of post holes, drilling and fixing bridge spikes or large nails to foot of post and rapid set concrete footing) -
 - “Give Way” signs for placement on second hand railway sleepers on trailside – 300mm x 300mm triangle (\$40)
 - “Stop” signs for placement on second hand railway sleepers on trailside – 225mm x 300mm triangle (\$35)
 - Use of Jarrah railway sleepers (used) – 200mm x 50mm x 2.4m (\$40)
- **Fencing:** \$25/metre installed. \$15/metre for fencing repair.
- **Gating systems:**
 - Chicane gate and management access gate (primarily at road crossings) – (\$5,000/set).
 - Lockable bollard (set in concrete footing and apron) (\$1,000)

- **Bridges:**
 - Refurbishing existing bridges – includes removal of remaining sleepers and steel track; installation of new decking; installation of handrails; reinstatement of concrete abutments; installation of fill and rock batters etc - \$3,000/lineal metre
 - Prefabricated bridge - \$6,000/lineal metre
 - A note on bridges: each water course crossing (i.e. the 6 locations where there is an existing bridge) was assessed for the potential to develop a low-cost, low-level crossing of the creek/river/floodway. While it is technically possible to design and construct low level crossings, the merit of doing so is questionable. Firstly, there are no significant savings to be made with developing low level crossings as each would involve the following: cutting a descent and an ascent into the railway embankment for up to one hundred metres either side of the watercourse to take trail users from the rail trail level down to (and up from) the possible new crossing point. In some cases, there will be a need for the installation of pipe culverts in the new trail, due to there being obvious drainage

ditches and swales that would become inundated. Most of the creeks/rivers do not run in a narrow, defined channel. The stormwater in times of heavy rainfall (and flood) would be spread out over a wide floodplain in the vicinity of the bridge (and hence the width of the bridges). A low-level boardwalk, for example, would need to be in most cases as long as the original railway bridge (with a consequent hefty price tag, negating the desire for a cheaper watercourse crossing). Secondly, the development of low-level bypasses will make the rail trail unusable for many potential users when the creeks and rivers are in flood, and for many weeks after heavy rainfall events. Thirdly, the development of low-level bypasses of the original bridges diminishes significantly the authentic rail trail experience that rail trail users seek.

There are ways in which this total expense can be reduced.

For example, the cost estimates that follow make an allowance for the use of surveyors to accurately define the railway reserve boundaries so that any new fences can be erected exactly on the original alignment. This is a hefty and possibly unnecessary cost item as some adjoining landowners, with the knowledge that new fences are being installed to replace the previously removed fences, may be perfectly content to have the new fences installed 'approximately' on the alignment of the original fence. This will be determined by the construction project manager when negotiating locations of stock and machinery crossings, and new fences, prior to development of the trail.

Fencing costs can also be reduced by allowing adjoining landowners to erect the fences themselves, something that they are adept at doing. Many rail trail projects have provided fencing materials to the adjoining landowners, and the adjoining landowners then erect the fences to their own specifications and standards.

The cost estimates make an allowance for the installation of a reasonably complex gating system at road crossings, involving the installation of a chicane (that only allows the passage of cyclists and walkers while preventing access by motor bikes) and a management access gate. These are often considered necessary as the potential for motor cyclists to access the trail is considered a real possibility. However, the experience of other rail trails is that the incidence of motor bikes on a rail trail is very minor. Because of this experience, trail managers are removing the chicanes and management access gates in favour of a much simpler car prevention device, being a lockable/removable bollard in the centre of the trail near road crossing. These are obviously much cheaper and could be installed at the outset by the Councils if the issue of motor bikes on the trail is considered negligible.

A significant cost is the development of the proposed trailhead at the mid-point of the trail, at Geeralying Siding. Costs include the installation of a composting toilet, a picnic shelter and other embellishments such as a gravelled parking area. These items, though important, could be developed later as/when the popularity of the trail increases, and the need arises.

7.2 WORKS TABLES: NARROGIN VISITOR CENTRE TO RAILWAY DAM

Table 4: Narrogin Visitor Centre to Railway Dam (1,560 metres)**(Refer to plans in Appendix 4)****Note: trail route utilises existing trails and paths through Gnarojin Park and town streets until reaching Railway Dam**

Ref #	Works Item	\$
	TRAILHEAD DEVELOPMENT	
1	Trailhead: Narrogin Visitor Centre (at railway station building). <ul style="list-style-type: none"> • Install trailhead sign (double-sided brown chevron) on Great Southern Highway (\$1,600). • Prepare and install trailhead map panel (\$5,500). • Install 2 trail directional markers to cross Great Southern Highway into path/trail network of Gnarojin Park (\$600) • Allowance for 5 trail directional markers through Gnarojin Park to Herald St/Forrest St roundabout. (5 @ \$300) • Install bike parking rails (\$3000). 	12,200
	ROAD CROSSINGS	
2	Road crossing: Great Southern Highway <ul style="list-style-type: none"> • Construct 4 kerb ramps across Great Southern Highway and connecting path (between trailhead at Visitor Centre and paths/trails of Gnarojin Park) (\$6000) • Install "Trail Crossing" signage Great Southern Highway, either side of crossing (\$900). • Install "Stop" signs on trail on both sides of road (\$400). 	\$7,300
3	Road crossing: Federal Street (trail to cross slightly diagonally to avoid major works to existing culverts on each side of road): <ul style="list-style-type: none"> • Install "Road Ahead" sign on trail on both sides of road (\$400). • Install "Give Way" signs on trail on both sides of road (\$400). • Install "Trail Crossing" signage on Federal Street, either side of crossing (\$900). 	1,700
	MISCELLANEOUS ITEMS	
4	Install series of trail directional markers along existing paths and gravel verges of Forrest Street, Fairway Street and Federal Street to crossing point of Federal Street (8 @ \$300).	2,400

5	Minor clearing required at bend in Fairway Street.	200
6	Install "Cyclists On Road" signage along gravel road/track that heads westward from Federal Street towards Archibald Park (avoiding leased/cleared section of railway corridor). (\$500).	500
7	Divert trail from gravel road/track onto railway formation as soon as practical. Construct 130m new trail on original railway formation between leased area and opposite track to Railway Dam. (\$6,500) Install trail directional marker. (\$300). Construction includes removal of regrowth vegetation, removal of old sleepers where they still exist, grading of ballast to remove sleeper indentations, and forming of a slightly crowned gravel surface to create a trail on minimum width 2.0m (see trail construction process set out elsewhere in this report).	6,800
8	Install trail directional marker at junction of track to Railway Dam.	300
9	Moderate clearing (130 metres @ \$5,000/metre) (\$650)	650
10	Allowance for weed spraying before/during construction.	200
11	Allowance for marking trees to be cleared, pruned or left untouched.	100
12	Allowance for marking centreline of trail with flagging tape prior to clearing and construction.	100
13	Allowance for traffic management (2 major road crossings: Great Southern Hwy and Federal St).	6,000
14	Allowance for cable locators at road crossings (2 road crossings).	2,000
15	Construct connecting trail from rail trail to trail around Railway Dam (\$1,000).	1,000
16	Allowance for offset revegetation.	1,300
	<i>Sub-total</i>	<i>\$42,750</i>
	Approvals, permits, applications, designs, specifications, assessments (2.5%).	1,070
	Contingency amount (10%).	4,270
	TOTAL (NOT INCLUDING GST)	\$48,090

7.3 WORKS TABLES: RAILWAY DAM TO TARWONGA RD

Table 5: Railway Dam to Tarwonga Road (Dumberning Siding) (8,650 metres)
(Refer to plans in Appendix 4)

Ref #	Works Item	\$
	TRAIL CONSTRUCTION	
1	Construct new trail between (track to) Railway Dam and Tarwonga Road (8,650m). Construction includes removal of regrowth vegetation, removal of old sleepers where they still exist, grading of ballast to remove sleeper indentations, and forming of a slightly crowned gravel surface to create a trail on minimum width 2.0m (see trail construction process set out elsewhere in this report).	432,500
	CLEARING	
2	Very light clearing (3,080 metres @ \$1,000/km) (\$3,080) Light clearing (2,930 metres @ \$3,000/km) (\$8,790) Moderate clearing (2,590 metres @ \$5,000/metre) (\$12,950)	24,820
	FENCING	
	Allowance for 4,480 metres new fencing on one or both sides of former railway corridor.	112,000
3	Allowance for repairs to 10% (870 metres) to existing boundary fencing on one of both sides of former railway corridor.	13,050
	STOCK AND MACHINERY CROSSING POINTS	
4	Allowance for 12 livestock/machinery crossing points (between Railway Dam and Tarwonga Rd) – as detailed below: Basic (“minor”) crossing to include 4 x 6m gates, with angled entry fencing from side boundary fencing, as per design included in this report. An allowance has been included below for the occasional “major” stock crossing that is open 24/7, with hardened surface on trail and side (bicycle friendly) stock grids, with management access gates. Trail manager to negotiate precise location and type of stock/machinery crossing with each adjoining landowner prior to trail construction commencing.	-
5	Between Railway Dam and Graham Rd – allowance for 2 minor crossings (2 @ \$4,000).	8,000

6	Between Graham Rd and Narrakine Rd South – allowance for 1 major crossing (1 @ \$20,000).	20,000
7	Between Narrakine Rd South and Wanerie Rd – allowance for 3 minor crossings (3 @ \$4,000).	12,000
8	Between Wanerie Rd and Cooraminning Rd – allowance for 1 major crossing (1 @ \$20,000).	20,000
9	Between Cooraminning Rd and Tarwonga Rd – allowance for 2 major crossings and 3 minor crossings crossing (3 @ \$4,000 and 2 @ \$20,000).	52,000
CHICANES AND ACCESS CONTROL		
10	Install chicane and management access gate at Graham Rd.	2,500
11	Install chicane and management access gates at Narrakine Rd South (x2).	5,000
12	Install chicane and management access gates at Wanerie Rd South (x2).	5,000
13	Install chicane and management access gates at Cooraminning Rd South (x2).	5,000
14	Install chicane and management access gate at Tarwonga Rd.	2,500
BRIDGES		
15	Bridge 7 – location (within WA College of Agriculture – Narrogin) – existing 25m bridge. Re-decking, with handrails, recommended. Plus repairs to abutments.	85,000
ROAD CROSSING SIGNAGE		
16	Track crossings: <ul style="list-style-type: none"> Install “Give Way” signs on trail on both sides of track (\$400). 	400
17	Road crossing: Graham Rd: <ul style="list-style-type: none"> Install “Give Way” signs on trail on both sides of road (\$400). 	400
18	Road crossing: Narrakine Rd <ul style="list-style-type: none"> Install “Give Way” signs on trail on both sides of road (\$400). 	400
19	Road crossing: Wanerie Rd	400

	<ul style="list-style-type: none"> Install “Give Way” signs on trail on both sides of road (\$400). 	
20	Road crossing: Cooraminning Rd <ul style="list-style-type: none"> Install “Give Way” signs on trail on both sides of road (\$400). 	400
	TRAILHEAD DEVELOPMENT	
21	Trailhead (minor): Dumberning Siding (on Tarwonga Road) <ul style="list-style-type: none"> Prepare and install interpretive information about the siding (\$3,500). 	3,500
	MISCELLANEOUS ITEMS	
22	Allowance for cleaning and clearing of culverts under formation.	5,000
23	Allowance for replacement and/or reinstatement of culverts under formation.	5,000
24	Allowance for revegetation and screen planting.	2,000
25	Allowance for renovating/repainting distance peg (where they still exist).	200
26	Allowance for additional landowner requests (e.g. additional fencing and vegetation screening).	3,000
27	Allowance for surveying of property boundaries/fencing alignment as relevant (\$3,000/km).	27,000
28	Allowance for weed spraying before/during construction.	3,000
29	Allowance for preparation and installation of interpretive signage (in addition to those specifically identified above at locations to be determined by trail manager and local historians) (2 signs).	7,000
30	Allowance for Trail Directional Markers (incorporating emergency markers) to be placed along trail every 1 km (9 @ \$300).	2,700
31	Allowance for installation of trailside furniture (e.g. seats) in addition to those specifically identified above at locations to be determined by trail manager (1 seat).	600
32	Allowance for steep embankment signs and delineators as determined by Project Manager at time of construction.	1,000

33	Allowance for marking trees to be cleared, pruned or left untouched.	500
34	Allowance for marking centreline of trail with flagging tape prior to clearing and construction.	1,000
35	Allowance for purchase and installation of: <ul style="list-style-type: none"> • Regulatory signage (Shared Path; “No Trail Bikes”; “Authorised Users Only”); • Road name signs; • Trail name signs; • “No Trespassing” signs; • Local attractions sign; and • Miscellaneous signs (Keep Out etc.). 	600
36	Allowance for traffic management (3 road crossings).	6,000
37	Allowance for cable locators at road crossings (3 road crossings).	3,000
38	Allowance for boot/bike tyre cleaning stations.	4,000
39	Allowance for offset revegetation.	10,000
	<i>Sub-total</i>	<i>\$886,470</i>
	Approvals, permits, applications, designs, specifications, assessments (2.5%).	22,160
	Contingency amount (10%).	88,650
	<i>TOTAL (NOT INCLUDING GST)</i>	<i>\$997,280</i>

7.4 WORKS TABLES: TARWONGA RD TO MANARING RD

Table 6: Tarwonga Road to Manaring Road (Geeralying Siding) (6,200 metres)**(Refer to plans in Appendix 4)**

Ref #	Works Item	\$
1	TRAILHEAD DEVELOPMENT	
	Trailhead: Geeralying Siding (on Manaring Road) <ul style="list-style-type: none"> • Prepare and install trailhead map panel with interpretive information about the siding (\$5,500). • Install trailhead sign (single-sided brown chevron) on Manaring Rd (\$800). • Install trailhead sign (double-sided brown chevron) on Williams-Kondinin Rd (\$1,600). • Install 2 trail directional markers (\$600) • Construct (clear, grade and gravel) gravel carpark 30m x 5m) (\$7,500). • Construct (clear, grade and gravel) gravel access track 100m x 3m) (\$15,000). • Install composting toilet (\$80,000). • Supply and install 4 x 8m proprietary shelter including concrete footings (\$25,000) 	136,000
	TRAIL CONSTRUCTION	
2	Construct new trail between Tarwonga Rd and Manaring Rd (6,200m). Construction includes removal of regrowth vegetation, removal of old sleepers where they still exist, grading of ballast to remove sleeper indentations, and forming of a slightly crowned gravel surface to create a trail on minimum width 2.0m (see trail construction process set out elsewhere in this report).	310,000
	CLEARING	
3	Very light clearing (3,130 metres @ \$1,000/km) (\$3,130) Light clearing (1,690 metres @ \$3,000/km) (\$5,070) Moderate clearing (1,090 metres @ \$5,000/metre) (\$5,450)	13,650
	FENCING	
4	Allowance for 4,580 metres new fencing on one or both sides of former railway corridor.	114,500
5	Allowance for repairs to 10% (620 metres) to existing boundary fencing on one of both sides of former railway corridor.	9,300

	STOCK AND MACHINERY CROSSING POINTS	
6	Between Tarwonga Rd and Kunderning Rd– allowance for 2 major crossings and 3 minor crossings (3 @ \$4,000 and 2 @ \$20,000).	52,000
7	Between Kunderning Rd and Manaring Rd – allowance for 3 major crossings and 2 minor crossings (2 @ \$4,000 and 3 @ \$20,000).	68,000
	CHICANES AND ACCESS CONTROL	
8	Install chicane and management access gate at Tarwonga Rd.	2,500
9	Install chicane and management access gates at Kunderning Rd (x2).	5,000
10	Install chicane and management access gate at Manaring Rd.	2,500
	BRIDGES	
11	Bridge 6 location (within WA College of Agriculture – Narrogin) – existing 40m bridge is totally wrecked/burnt and cannot be refurbished. Replacement with a prefabricated bridge or the installation of box culverts is recommended.	240,000
	ROAD CROSSING SIGNAGE	
12	Road crossing: Tarwonga Rd <ul style="list-style-type: none"> Install “Give Way” signs on trail on both sides of road (\$400). 	400
13	Road crossing: Kunderning Rd <ul style="list-style-type: none"> Install “Give Way” signs on trail on both sides of road (\$400). 	400
14	Road crossing: Manaring Rd <ul style="list-style-type: none"> Install “Give Way” signs on trail on both sides of road (\$400). 	400
	MISCELLANEOUS ITEMS	
15	Allowance for cleaning and clearing of culverts under formation.	5,000
16	Allowance for replacement and/or reinstatement of culverts under formation.	5,000
17	Allowance for additional landowner requests (e.g. additional fencing and vegetation screening).	2,000
18	Allowance for surveying of property boundaries/fencing alignment as relevant (\$3,000/km).	18,000

19	Allowance for weed spraying before/during construction	3,000
20	Allowance for preparation and installation of interpretive signage (in addition to those specifically identified above at locations to be determined by trail manager and local historians) (2 signs).	7,000
21	Allowance for Trail Directional Markers (incorporating emergency markers) to be placed along trail every 1 km (6 @ \$300).	1,800
22	Allowance for installation of trailside furniture (e.g. seats) in addition to those specifically identified above at locations to be determined by trail manager (1 seat).	600
23	Allowance for steep embankment signs and delineators as determined by Project Manager at time of construction.	1,000
24	Allowance for marking trees to be cleared, pruned or left untouched.	500
25	Allowance for marking centreline of trail with flagging tape prior to clearing and construction.	500
26	Allowance for purchase and installation of: <ul style="list-style-type: none"> Regulatory signage (Shared Path; "No Trail Bikes"; "Authorised Users Only"); Road name signs; Trail name signs; "No Trespassing" signs; Local attractions sign; and Miscellaneous signs (Keep Out etc.). 	600
27	Allowance for traffic management (3 road crossings).	6,000
28	Allowance for cable locators at road crossings (3 road crossings).	3,000
29	Allowance for boot/bike tyre cleaning stations.	4,000
30	Allowance for offset revegetation.	10,000
	<i>Sub-total</i>	<i>\$1,022,650</i>
	Approvals, permits, applications, designs, specifications, assessments (2.5%).	25,570
	Contingency amount (10%).	102,270
	<i>TOTAL (NOT INCLUDING GST)</i>	<i>\$1,150,490</i>

7.5 WORKS TABLES: MANARING RD TO WILLIAMS NARROGIN RD

Table 7: Manaring Road (Geeralying Siding) to Williams Narrogin Road (9,900 metres)
(Refer to plans in Appendix 4)

Ref #	Works Item	\$
1	TRAIL CONSTRUCTION	
2	Construct new trail between Manaring Rd and crossing of Williams Narrogin Rd (9,900m). Construction includes removal of regrowth vegetation, removal of old sleepers where they still exist, grading of ballast to remove sleeper indentations, and forming of a slightly crowned gravel surface to create a trail on minimum width 2.0m (see trail construction process set out elsewhere in this report).	495,000
	CLEARING	
3	Very light clearing (750 metres @ \$1,000/km) (\$750) Light clearing (1,300 metres @ \$3,000/km) (\$3,900) Moderate clearing (5,860 metres @ \$5,000/metre) (\$29,300) (Approximately 2,000 metres use of existing tracks)	29,000
	FENCING	
4	Allowance for repairs to 10% (1,000 metres) to existing boundary fencing on one side of former railway corridor.	15,000
	STOCK AND MACHINERY CROSSING POINTS	
	Nil	
	CHICANES AND ACCESS CONTROL	
5	Install chicane and management access gates west of trailhead at Geeralying Siding.	2,500
	BRIDGES	
6	Bridge 5 location – existing 50m bridge (over Williams River). Re-decking, with handrails, recommended. Plus abutment installation.	170,000
	ROAD CROSSING SIGNAGE	
7	Road crossing: Geeralying Rd	400

	<ul style="list-style-type: none"> Install “Give Way” signs on trail on both sides of road (\$400). 	
8	Road crossing: Hancock Rd <ul style="list-style-type: none"> Install “Give Way” signs on trail on both sides of road (\$400). 	400
9	Road crossing: Glenfield Rd <ul style="list-style-type: none"> Install “Give Way” signs on trail on both sides of road (\$400). 	400
MISCELLANEOUS ITEMS		
10	Allowance for cleaning and clearing of culverts under formation.	5,000
11	Allowance for replacement and/or reinstatement of culverts under formation.	5,000
12	Allowance for additional landowner requests (e.g. additional fencing and vegetation screening).	3,000
13	Allowance for surveying of property boundaries/fencing alignment as relevant (\$3,000/km).	30,000
14	Allowance for repairs of proportion (10%) of existing boundary fence where new fence is not being built (2,420m)	
15	Allowance for weed spraying before/during construction.	3,000
16	Allowance for preparation and installation of interpretive signage (in addition to those specifically identified above at locations to be determined by trail manager and local historians) (1 sign).	3,500
17	Allowance for Trail Directional Markers (incorporating emergency markers) to be placed along trail every 1 km (10 @ \$300).	3,000
18	Allowance for installation of trailside furniture (e.g. seats) in addition to those specifically identified above at locations to be determined by trail manager (1 seat).	600
19	Allowance for steep embankment signs and delineators as determined by Project Manager at time of construction.	1,000
20	Allowance for marking trees to be cleared, pruned or left untouched.	500

21	Allowance for marking centreline of trail with flagging tape prior to clearing and construction.	1,000
22	Allowance for purchase and installation of: <ul style="list-style-type: none"> • Regulatory signage (Shared Path; “No Trail Bikes”; “Authorised Users Only”); • Road name signs; • Trail name signs; • “No Trespassing” signs; • Local attractions sign; and • Miscellaneous signs (Keep Out etc.). 	600
23	Allowance for traffic management (3 road crossings).	6,000
24	Allowance for cable locators at road crossings (2 road crossings).	3,000
25	Allowance for boot/bike tyre cleaning stations.	4,000
26	Allowance for offset revegetation.	10,000
	<i>Sub-total</i>	<i>\$791,900</i>
	Approvals, permits, applications, designs, specifications, assessments (2.5%).	19,800
	Contingency amount (10%).	79,190
	<i>TOTAL (NOT INCLUDING GST)</i>	<i>\$890,890</i>

7.6 WORKS TABLES: WILLIAMS NARROGIN RD TO CBH WILLIAMS

Table 8: Williams Narrogin Road to CBH Williams (6,650 metres)**(Refer to plans in Appendix 4)**

Ref #	Works Item	\$
1	TRAIL CONSTRUCTION	
2	Construct new trail between crossing of Williams Narrogin Rd and CBH Williams (6,650m). Construction includes removal of regrowth vegetation, removal of old sleepers where they still exist, grading of ballast to remove sleeper indentations, and forming of a slightly crowned gravel surface to create a trail on minimum width 2.0m (see trail construction process set out elsewhere in this report).	332,500
	CLEARING	
3	Light clearing (590 metres @ \$3,000/km) (\$1,770) Moderate clearing (5,000 metres @ \$5,000/metre) (\$25,000)	26,770
	FENCING	
4	Allowance for repairs to 10% (660 metres) to existing boundary fencing on one side of former railway corridor.	9,900
	STOCK AND MACHINERY CROSSING POINTS	
	Nil	0
	CHICANES AND ACCESS CONTROL	
	Nil	0
	BRIDGES	
5	Bridge 4 location – existing 25m bridge (over Fitts Creek). Re-decking, with handrails, recommended. Plus abutment installation.	95,000
6	Bridge 3 location – existing 50m bridge (over Walkers Creek). Re-decking, with handrails, recommended. Plus abutment installation.	170,000
7	Bridge 2 location – existing 15m bridge. Re-decking, with handrails, recommended. Plus abutment connections/fill.	60,000
	ROAD CROSSING SIGNAGE	
8	Road crossing: Williams-Kondinin Rd	1,300

	<ul style="list-style-type: none"> • Install “Trail Crossing” signs on Williams-Kondinin Rd either of trail crossing (\$900) • Install “Stop” sign on trail on south side of road (\$200). • Install “Road Ahead” sign on trail on north side of road (\$200). 	
9	Road crossing: Gull St <ul style="list-style-type: none"> • Install “Give Way” signs on trail on both sides of road (\$400). 	400
10	Road crossing: Richmond St <ul style="list-style-type: none"> • Install “Give Way” signs on trail on both sides of road (\$400). 	400
11	Road crossing: Clayton Rd <ul style="list-style-type: none"> • Install “Give Way” signs on trail on both sides of road (\$400). 	400
12	Road crossing: Forrest St <ul style="list-style-type: none"> • Install “Give Way” signs on trail on both sides of road (\$400). 	400
13	Road crossing: Richmond St <ul style="list-style-type: none"> • Install “Give Way” signs on trail on both sides of road (\$400). 	400
	MISCELLANEOUS ITEMS	
14	Allowance for cleaning and clearing of culverts under formation.	5,000
15	Allowance for replacement and/or reinstatement of culverts under formation.	5,000
16	Allowance for additional landowner requests (e.g. crossover treatment (if approved), additional fencing and vegetation screening).	3,000
17	Allowance for surveying of property boundaries/fencing alignment as relevant (\$3,000/km).	21,000
18	Allowance for repairs of proportion (10%) of existing boundary fence where new fence is not being built (660m)	1,000
19	Allowance for weed spraying before/during construction.	3,000
20	Allowance for preparation and installation of interpretive signage (in addition to those specifically identified above at	7,000

	locations to be determined by trail manager and local historians) (2 signs).	
21	Allowance for Trail Directional Markers (incorporating emergency markers) to be placed along trail every 1 km (7 @ \$300).	2,100
22	Allowance for installation of trailside furniture (e.g. seats) in addition to those specifically identified above at locations to be determined by trail manager (1 seat).	600
23	Allowance for steep embankment signs and delineators as determined by Project Manager at time of construction.	500
24	Allowance for marking trees to be cleared, pruned or left untouched.	500
25	Allowance for marking centreline of trail with flagging tape prior to clearing and construction.	1,000
26	Allowance for purchase and installation of: <ul style="list-style-type: none"> • Regulatory signage (Shared Path; “No Trail Bikes”; “Authorised Users Only”); • Road name signs; • Trail name signs; • “No Trespassing” signs; • Local attractions sign; and • Miscellaneous signs (Keep Out etc.). 	600
27	Allowance for traffic management (6 road crossings).	15,000
28	Allowance for cable locators at road crossings (6 road crossings).	12,000
29	Allowance for boot/bike tyre cleaning station.	2,000
30	Allowance for offset revegetation.	10,000
	<i>Sub-total</i>	<i>\$786,770</i>
	Approvals, permits, applications, designs, specifications, assessments (2.5%).	19,670
	Contingency amount (10%).	78,680
	<i>TOTAL (NOT INCLUDING GST)</i>	<i>\$885,120</i>

7.7 WORKS TABLES: CBH WILLIAMS TO WILLIAMS TRAILHEAD

Table 9: CBH Williams to Williams Trailhead (Lions Park) (1,800 metres)**(Refer to plans in Appendix 4)**

Ref #	Works Item	\$
1	TRAILHEAD DEVELOPMENT	
2	Trailhead: Lions Park Williams. <ul style="list-style-type: none"> • Prepare and install trailhead map panel (\$5,500). • Install trailhead sign (double-sided brown chevron) on Albany Highway (\$1,600). • Install 2 trail directional markers (\$2,000) 	9,100
	TRAIL CONSTRUCTION	
3	No new trail needed. Trail to follow already constructed shared paths along Richmond St, Brooking St and along the Williams River to the crossing of Albany Highway opposite Lions Park.	0
	CLEARING	
	Nil	0
	FENCING	
	Nil	0
	STOCK AND MACHINERY CROSSING POINTS	
	Nil	0
	BRIDGES	
	Bridge 1 – (Not being used))	0
	ROAD CROSSING SIGNAGE	
4	Road crossing: Richmond St <ul style="list-style-type: none"> • Install “Give Way” signs on trail on both sides of road (\$400). • Install “Trail Crossing” signs on Richmond St either of trail crossing (\$900). 	1,300
5	Road crossing: Brooking St	1,300

	<ul style="list-style-type: none"> • Install “Give Way” signs on trail on both sides of road (\$400). • Install “Trail Crossing” signs on Brooking St either of trail crossing (\$900). 	
6	Road crossing: Albany Hwy <ul style="list-style-type: none"> • Install “Trail Crossing” signs on Albany Hwy either of trail crossing (\$900) • Install “Stop” signs on trail on both sides of road (\$400). 	1,300
	MISCELLANEOUS ITEMS	
7	Allowance for Trail Directional Markers (incorporating emergency markers) to be placed along trail every 0.4 km or at road crossings (5 @ \$300).	1,500
8	Allowance for installation of trailside furniture (e.g. seats) in addition to those specifically identified above at locations to be determined by trail manager (1 seat).	600
	<i>Sub-total</i>	<i>\$15,100</i>
	Approvals, permits, applications, designs, specifications, assessments (2.5%).	380
	Contingency amount (10%).	\$1,510
	<i>TOTAL (NOT INCLUDING GST)</i>	<i>\$16,990</i>

SECTION 8 – THE BUSINESS CASE

8.1 Introduction

It is always difficult to predict the economic impact and user numbers of a new trail. Recently developed rail trails provide a good indication of the visitor numbers that can be achieved as rail trails open (the three listed below are close to major markets and in well-visited regions). These numbers also indicate that trail user numbers can be affected by any number of events.

- The Tumbarumba Rosewood Rail Trail in NSW opened in April 2020 – at the very start of the Covid-19 pandemic. User numbers grew steadily since that time – the numbers as of June 2024 were 65,481 (numbers who passed through the track counter at Tumbarumba). The first year drew the biggest user numbers of over 19,000 – limitations on international and domestic travel meant that tourists were looking for experiences close to home. In addition, this was the first rail trail in NSW on a State Government rail corridor – there would be some novelty value in that appeal. In the past 3 years numbers have been steady (with a slight decline each year).
- The first section of the Northern Rivers Rail Trail in NSW (a 24 km section from Murwillumbah to Crabbes Creek) opened in March 2023. In the first 16 months (March 2023 – July 2024), the trail was used by over 165,000 people. Over 70,000 used the trail in the first 4 months, and over 60,000 in the next 6 months (to December 2023). Numbers have reduced slightly in the last 7 months but the use of the trail is far above the forecast numbers of 27,000/year.
- The second section of the trail (a 14km section from Casino to Bentley at the other end of the 132 km railway corridor) opened in March 2024 and has already attracted over 43,000 users. The user numbers doubled in June 2024 as the first 3 months had seen unseasonably high rainfall which deterred users.

These trails have all opened in a time when social media is a very strong component of marketing. This medium provides very quick marketing via virtual “word of mouth” as well as use by trail managers. By contrast, in previous times, trail usage rates have been “slow burns” taking time to reach a large number of users. Visitor numbers on the Bibbulmun Track grew from 10,000 when the new alignment was first opened in 1997 to over 167,000 in 2008 (*Colmar Brunton 2009*) to over 300,000 in 2015 (*Hughes et al 2015*). This was on a trail that had existed in its entirety for many years but was substantially altered and reopened in 1997 (although new sections of it had been opened prior to its grand opening). Visitors included those on ‘local trips’, day trips and overnight or longer stays (including those who travelled from end to end).

A dramatic increase in visitor numbers such as experienced by the three rail trails cited and the Bibbulmun Track can be attributed to very good marketing of the product (as well as the quality and appeal of the product). The economic impact of any proposed trail is primarily dependent on the extent to which the trail is marketed and promoted.

A trail will bring additional tourists and keep them longer in the area. Other possible benefits from developing the trail include:

-  Improvements to community connectivity;

- Increasing recreational options for local people; and
- Creating opportunities to build on existing industries and enterprises of the area.

A trail such as the proposed Narrogin Williams Rail Trail will have attraction to visitors. However, it will also add to the stock of existing trails for local people – people who live in towns and villages within easy reach of the trail. Some of these people will use the trail for exercise – these ‘back gate’ users may not be significant in terms of expenditure, but they are significant in terms of numbers as they would use the trail many times each year.

The following analysis looks at the trail from a general level. It is difficult to forecast precisely what happens if the trail is built to a lower standard and then embellished over time. The only rail trail in Australia offering such comparisons is the Kingaroy Kilkivan Rail Trail in Queensland. The trail from Kingaroy to Murgon (approximately half the trail - some 44kms) is built to a relatively high standard (with a sealed surface and restored or replaced bridges) while the other half from Murgon to Kilkivan is built to a significantly lower standard – an unsealed surface and a large number of undeveloped creek and waterway crossings. On its website, Gympie Regional Council (responsible for half the rail trail) describes the trail as having sealed and unsealed sections. The unsealed path is from Kilkivan to Murgon and is best for bushwalkers, mountain bike riders and horse riders. This is a true trail experience for the more adventurous. Users will cross roads, waterways and stock routes. The path from Murgon to Kingaroy has a sealed surface and is for walkers and cyclists only. There are a few places to stop along the way for a coffee or lunch.

Unfortunately, no user number data is available to compare the impacts of the two “finishes”. When the trail first opened, there were a series of negative comments on social media comparing the two trail sections; what impact this had on user numbers is unknown. It is known that counters on the higher quality section from Kingaroy to Murgon recorded an average of between 1,200 users/month and 1,600 users/month (at two different locations along the rail trail) in 2018.

Other rail trails across Australia have opened as a lower quality trail and then have been progressively upgraded – again, no comparative data is available on the effect on user numbers.

8.2 Visitor Numbers

Unfortunately, shire-specific data on existing visitor numbers to the Shires of Narrogin and Williams is not available. Available data focusses on the “Australia’s Golden Outback” tourism region which includes these areas. Visitation data drawn from the *Narrogin Tourism Strategy 2019* and *Australia’s Golden Outback Overnight Visitors Factsheet 2023* covers the years 2012, 2017 and 2023. The data reveals some interesting statistics for the Region:

- Total overnight visitation grew from 755,000 in 2012 to 1.419 million in 2023.
- The vast majority of that tourism is domestic (between 94% and 96%).
- Of the domestic overnight visitors, the 2012 and 2017 data showed that over 83% were from within Western Australia (no similar figure is available for the 2023 data).

The *Narrogin Tourism Strategy* references visitor survey work done in 2019 (i.e. pre-Covid) at Dryandra Woodland National Park as an indicator for visitors to the Shire of Narrogin. Whilst not directly relevant, it provides interesting information:

- The number of vehicles visiting the reserve (as opposed to people) rose from 32,436 in 2007/08 to 91,362 in 2017/18 (it is reasonable that average car occupancy is 2 persons/car so a visitation number of 182,724 in 2019 is a reasonable assumption).
- 55% of visitors came from WA while 30% came from interstate.
- 36% stayed for 1 day and 48% stayed for 2-6 days.

This data establishes the reserve as a significant visitor attraction within the region close to Narrogin.

The other key “proxy” data indicating a potential market is included within the *Shire of Williams Community Strategic Plan 2022-2032* which notes that Williams is located on the Albany Highway which carries between 3,800 and 4,600 vehicles/day.

8.3 Local Users

Tourism numbers are important. However, it is important not to overlook the contribution of local residents to the success of a trail. Every regional trail is a local trail. Therefore, it is important not to overlook the contribution of local residents to the success of a trail. In 2001, the Mundaring Shire trail network was used by over 200,000 people (*Jessop and Bruce 2001*), having grown from a low base when the network was first fully opened. Only 10% of these users were locals (residents of Mundaring Shire) with many other users drawn from the Perth metropolitan area. The total annual visits (people generally use trails more than once a year) were a staggering 2.454 million visits annually, with local residents accounting for 63% of these visits. The average number of trips per year per local resident was 75 (compared to the 5-20 trips used in the following forecasts).

8.4 Predicting Visiting Trail User Numbers

There is no doubt from available evidence that recreation trails attract visitors who may come to a region specifically to do a trail. For example, in 2021, almost 50% of users on the Great Rides of New Zealand (a network of 22 ride/walk trails) came to the region in which the trail was located to walk or ride the trail – the other 50% used the trail as a secondary activity to their trip to the particular region (noting these 22 trails are spread over a number of regions in New Zealand) (*Angus and Associates 2022*).

Key markets for rail trails generally cover four major visitor groups:

- Day trippers;
- Turning day trippers into overnight visitors i.e. visitors extending their day trips to overnight trips to use a rail trail – an additional attraction in a town or region;
- Existing overnight visitors extending their stay by 1 day (or more) to use a rail trail; and
- Encouraging new visitors to the region specifically/primarily to use a rail trail.

8.4.1 Visiting Trail Users – Predicting User Numbers

What is a reasonable forecast for trail user numbers given some existing visitors will stay longer to experience the trail, and some will come to the region as new visitors simply to use the trail? In predicting potential user numbers, consideration needs to be given to the proximity and nature of major markets (as well as existing visitor numbers and the visitor numbers achieved on other trails, including rail trails).

8.4.2 Projected User Scenarios - Day Trip Usage

Any trail has the potential to add to the number of day trippers – usually a significant market for a rail trail (where such a day trip market already exists). Day trip usage of rail trails is often a critical factor depending on a trail's proximity to major markets. Recent data for the Lilydale Warburton Rail Trail (sourced from Yarra Ranges Council trail counters and published in *Warburton Mountain Bike Destination: Revised Economic Impact Assessment 2018*) estimated that the trail is used by between 80,000 and 120,00 people/year. Previous research (2004) estimated day trippers are around 95% of trail users.

The Mundaring Shire trail network is just under 1 hour from the Perth CBD. In the Mundaring case, 180,000 visitors (from outside the Shire) make over 900,000 visits/year (an average of 5 visits/person). The majority of these visitors come from Greater Perth (a population of 1.5 million at that time) and are day-trippers. Some 12% of Perth residents visit the trail network.

Unfortunately, available data on day trips to the proposed rail trail's region (the Shires of Narrogin and Williams) is not available. In addition, given the distances from major potential markets (Perth, Albany, Mandurah are all between 140 and 250 kms from a potential trail), it is unlikely that people in those markets venture as far as Williams or Narrogin for a day trip. Data from the *WA Mountain Bike Strategy 2022-2032* indicates that 50% of mountain bike users travel between 30 and 60 minutes (an easy half-day to day trip) to access their regular mountain bike trails with distance from home being the second most popular reason for selecting a trail to ride; the location of the Narrogin Williams Rail Trail is substantially more than this from major markets. The day trip market for this rail trail is therefore considered to be negligible (whilst conceding that some day trippers may come from adjoining shires).

8.4.3 Projected User Scenarios - Converting Day Trips to Overnight Trips

Trail development may also turn day trippers into overnight trippers with consequent rise in economic benefits. The trail provides an additional activity for visitors – an overnight stay will give visitors time to walk or ride the trail (or part of the trail) in addition to their other activities. Overnight visitors to trails are spending an average of \$246.39/person/day (as indicated above).

However, noting the above comments on the likely limited existing day trip market, this market is also considered to be negligible.

8.4.4 Projected User Scenarios - Encouraging Existing Overnight Visitors to Stay Longer

An additional recreational facility (i.e. this proposed rail trail) will encourage visitors to extend their stay to allow an extra day to use the trail. This is likely to be the key market for this rail trail – which would also include visitors passing through the region on their way to somewhere else (noting the daily numbers of vehicles on the Albany Highway). Those travelling in caravans may be a critical element of this particular market. The most recent data (at the start of Covid-19) shows that there are over 741,000 caravans and campervans registered in January 2020 (*IBDO 2020*) and 25,000 new vans built per year (*Caravan Industry Association of Australia 2020*). This is a large number of 'grey nomads' many of whom may be interested in utilising rail trails given the number who travel around with bikes attached to the back of their vans/vehicles. Existing caravan parks in the region will benefit from their patronage if they stay an extra night to use the rail trail (noting that there is at least one proposal in the region to address limited accommodation options).

Overnight stays in the region to use the trail would have a significant impact on economic benefits, as people who stay overnight spend considerably more than those who come for a day only. With such an outcome, the economic benefits estimated above would only be a small part of the overall economic benefit to the region.

If **3,000** visitors stay an extra day (during the year) to use the trail, this would inject an additional **\$739,170/year** into the economy based on overnight visitor expenditure of \$246.39/day. Additional expenditure as a result of their overnight stay – primarily but not only accommodation – can be attributed to the trail. There is no directly relevant data to check this forecast against. However, a figure of 3,000 users represents just over 1.6% of the (assumed) number of visitors (in 2019) to the Dryandra Woodland National Park – visitors who it is reasonable to assume are already positively disposed to outdoor recreation activities.

8.4.5 Projected User Scenarios - Attracting New Overnight Visitors

The proposed Narrogin Williams Rail Trail will be one of a limited number of rail trails in the region (along with the Collie Darkan Rail Trail and the Congelin Rail Trail in Dryandra Woodland National Park). Further afield is the Wadandi Track and the Sidings Rail Trail. Given the relative paucity of rail trails in the region, the Narrogin Williams Rail Trail is likely to attract a limited number of visitors who would come from a range of places which already yield the region's visitors solely or specifically to undertake the trail. (While the distance of the trail is an attraction in its own right as it is easily rideable, the landscape is relatively scenic rather than being spectacular). Adaptive cyclists would make up a significant number of these potential users. Adaptive cyclists were identified in the *Brisbane Valley Rail Trail Strategic Plan (2021)* as cyclists who will cycle various distances but who focus on specific cycling experiences and local points of interest. Adaptive cyclists are prepared to travel to specific destinations seeking specific experiences.

All their expenditure (over 2 days as the assumption is that they will be overnight visitors) can be attributed to the trail; if there was no trail they would not come.

If **500** visitors came primarily to use the trail, this would inject an additional **\$246,390 /year** into the economy (500 visitors spending \$246.39/day over 2 days).

In summary, possible visitor numbers are shown in Table 10.

Table 10: Narrogin Williams Rail Trail - Possible Visitor Numbers and Associated Expenditure: A Summary

Category	Predicted visitor numbers/year	Predicted expenditure/year
New day trippers	negligible	\$0
Day trippers converting to overnight stays	negligible	\$0
Overnight stays being extended by a day to use the trail	3,000	\$739,170
Attracting new overnight visitors	500	\$246,390
Total visitor numbers	3,500	\$985,560

How do these figures compare to what is happening on other trails in Australia? Research figures are limited and tend to focus on iconic trails – the Bibbulmun Track (300,000/yr) and the Munda Biddi Trail (21,000/yr) in Western Australia, and the Great Ocean Walk (100,000/yr) and the Wilsons Promontory Walk (60,000/yr) in Victoria.

Other less iconic trails also provide available research (much of the data has not been reviewed since it was first published):

- The Tumbarumba Rosewood Rail Trail has attracted over 65,000 visitors in its first four years of opening (April 2020 – June 2024), despite travel restrictions imposed by Covid-19 during much of the time it has been open.
- The recently opened Murwillumbah-Crabbes Creek section of the Northern Rivers Rail Trail in northern NSW attracted 146,000 in its first 14 months of operation (March 2023 – May 2024). This trail is within a day trip of the major markets of the Gold Coast and Brisbane.
- The western end of the Northern Rivers Rail Trail (a 14 km section from Casino to Bentley) - while much further from the key markets - attracted over 43,000 visitors in its first 4 months of operation (March-June 2024). The trail has 3 counters on it; while the recorded number of over 43,000 does not necessarily translate to over 43,000 users (as many would pass more than one counter), it suggests significant user numbers.
- In the first 6 months of 2019, 17,000 people used the most popular section of the Brisbane Valley Rail Trail, Australia's longest rail trail (*Gatton, Lockyer and Brisbane Valley Star* 29/7/19).
- The Murray to the Mountain Rail Trail (Victoria) attracts almost 60,000 annual visitor days in 2010 (*SGS Economics and Planning* 2011).
- The Otago Central Rail Trail (NZ) offers a 3-day cycle or 5 day walk experience covering 150 kms. In 2011, over 14,000 users traverse the entire length each year, with the most popular section attracting over 20,000 users. In 2015, almost 15,000 users rode the trail from end to end. Cyclists undertaking the complete journey often do so in 3 days, while walkers take 5 days. A number of tour operators offer a "guided" service for cyclists in particular, allowing users to spend all day riding between accommodation options carrying only what they need for a day and their gear is transported from accommodation place to accommodation place (*Central Otago District Council* 2011 and 2015).
- Counters on the Kilkivan Kingaroy Rail Trail have recorded an average of between 1,200 users/month and 1,600 users/month (at two different locations along the rail trail) in 2018 (2019 data was beset with some difficulties). This is a significant number over a year (noting that many will be users who have gone through both counters).
- Data from July 2022 for South Australia's Riesling Trail (a 34 km rail trail in the Clare Valley) show use numbers of around 3,200/month (*Rail Trail Connections Spring* 2022) – a figure consistent for over 10 years. This trail is 2 hrs from Adelaide in the renowned tourist area of the Clare Valley (with very limited local population).

- On the O’Keefe Rail Trail (a 50km trail east of Bendigo in Victoria), bike rider trips have doubled since 2016 (12,700 to 26,735). Walking usage in 2023 (20,540) was its highest in three years of data collection (a total for 2023 of 47,275).
(<https://bicyclenetwork.com.au/newsroom/2024/07/29/new-plan-for-okeefe-rail-trail>)

There may be additional people who use the trail as part of their visit to the region. While they add to the total number of trail users, their expenditure cannot be counted in any economic analysis of the trail’s benefit as the presence of the trail is not the primary attraction for these visitors. As noted above, almost 50% of users on the Great Rides of New Zealand (a network of 22 ride/walk trails) came to the region in which the trail was located to walk or ride the trail – the other 50% used the trail as a secondary activity to their trip to the particular region (noting these 22 trails are spread over a number of regions in New Zealand (*Angus and Associates 2022*). The economic contribution of the latter 50% is not counted as an economic benefit of the trail.

The predicted user numbers represent a likely outcome once the proposed Narrogin Williams Rail Trail is established. As noted above, marketing and promotion of the trail will be a key element in realising these numbers – users just don’t magically appear once a trail is built. Such marketing and promotion require the commitment of resources – human and financial.

8.5 Predicting Local Trail Users

As noted above, every regional trail is a local trail. It is difficult to know how far people will travel to take advantage of a local recreation facility. For the purposes of these forecasts, 20 minutes is considered a local trip whereas trips over 20 minutes are considered day visitors. Individual settlement data for the two shires is difficult to find. At the 2021 Census, the Shire of Williams had 1,040 people with 400 of those residing in the township of Williams. The Shire of Narrogin was home to 4,779 people with 3,745 living in the urban area. If it is assumed that these “town residents” are within 20 minutes of the trail, this means 4,145 people are potential local users (based on 2021 Census data). There are likely to be more but the population of very small settlements is not easily discovered.

8.5.1 Local Trail Users – Predicting User Numbers

Three possible scenarios can be used in calculating likely local user numbers. These are:

- A low/low scenario - 5% of the combined population within 20 minutes of the trail making 5 visits/year to the trail.
- A medium/medium scenario - 10% of the combined population making 10 visits/year to the trail.
- A high/high scenario - 20% of the combined population making 20 visits/year to the trail.

The next step is to estimate total trip numbers. In the Mundaring study, the average number of trips per year per local resident was 75. Table 11 provides three visitation scenarios taking a far more conservative approach compared to the actual visitation rate coming from the Mundaring study.

Table 11: Narrogin Rail Trail Potential Annual Visits by residents*(Population within close proximity to the trail – 4,145)*

Category	Low trail usage: 5% of residents	Medium trail usage: 10% of residents	High trail usage: 20% of residents
Low (5 visits/yr)	1,035	2,075	4,145
Medium (10 visits/yr)	2,075	4,145	8,290
High (20 visits/yr)	4,145	8,300	16,580

Local users also spend money while using trails. Expenditure per trip by local residents is always lower than for visitors, as locals are closer to home and more likely to either take all that they need or come home to eat and drink following a trail visit. The expenditure figures from the Mundaring study (\$1.44/person/trip in the Shire – mainly food and drink) are a legitimate base to work from (and have been converted to 2023 dollars - \$2.59/person/trip).

Using this figure in combination with visitation scenarios generated in Table 11 gives a range of expenditure estimates. Table 12 shows a simplified set of three scenarios: low usage / low number of trips, medium usage / medium number of trips, and high usage / high number of trips.

Table 12: Potential Total annual expenditure in the vicinity of the trail by residents*(low, medium and high refer to the use rates developed in Table 11 above)*

Use Scenario	# of person visits	Total spent (\$)
Low/low	1,035	\$2,680
Medium/medium	4,145	\$10,735
High/high	16,580	\$42,940

What is the likely scenario for local trail users? The Mundaring figures show 63% of the local population making an average of 75 trips/year.

Given these figures, it would seem the medium/medium scenario of **4,145 person visits/year** (i.e. 10% of the 'local' population using the trail for 10 visits per year) is a reasonable, if very conservative, scenario to adopt (conservative when compared with the Mundaring data). Such visitor numbers would inject **\$10,735/year** into the local economy. Due to the relatively small local populations, direct economic benefits flowing from local trail use will be relatively low.

8.5.2 Local Trail Users – How Long Will They Spend on a Trail

The evidence is that most trail users spend up to 4 hours on a trail (walking or cycling). However, local people using the trail as part of an exercise regime are likely to have different time use patterns. The most recent national *Exercise, Recreation and Sport Survey (Australian Government, Australian Sports Commission: Participation in Exercise, Recreation and Sport Annual Report 2010)* shows that those who regularly exercise do so for between 2 and 5

hours/week and the median number of exercise “events” was 1.6 times/week. It is reasonable to assume (for the purposes of calculating potential hours of exercise on the trail) that each use will be for 1 hour.

Using this assumption and combining it with the forecast user numbers, it is likely that there will be 4,145 additional hours of additional physical activity in the local communities who can access the Narrogin Williams Rail Trail.

8.6 Projected User Scenarios - Summary

With good marketing (including marketing of other trails of Narrogin such as the Heritage Trail and Foxes Lair), the rail trail will attract local users and visitors. Under a relatively conservative scenario, the following outcomes are achievable.

- Local use – 4,145 local users/year is a reasonable expectation. This will result in an economic injection of \$10,735/year;
- If 3,000 visitors stay an extra day to use the trail (or part of the trail), an additional \$739,170/year would be injected into the regional economy.
- If 500 new visitors come to the region solely (or primarily) to do the trail, an additional \$246,390/year would be injected into the regional economy.

The total injection of dollars into the local economies from local, day trip and overnight visitors may be of the order of **\$996,295/ year** (under a range of conservative scenarios) from **7,645** users.

It should be emphasised that user and visitor numbers will not necessarily be realised in the first years of operation if the trail proceeds. It also should be noted that these numbers may grow as the overall visitor and resident population numbers grow.

8.7 Other Opportunities

A market that has been emerging for some time involves “packaging up” a number of trails. This is a growing area of trails marketing, where regions are looking to have either a longer trail (a trail that can be traversed in 2-3 days such as the Otago Central Rail Trail in New Zealand) or a cluster of shorter trails that make an overnight or longer visit to a region very attractive (North Eastern Victoria is doing this very well focussing on the Murray to the Mountains Rail Trail but including a range of other cycling opportunities).

Good marketing of such a package would mean that overnight stays in the region would increase accordingly. This has a significant impact on economic benefits, as people who stay overnight spend considerably more than those who come for a day only. It is unlikely that someone would drive from Perth primarily to undertake a 34 km trail journey. However, packaging a rail trail weekend consisting of the Narrogin to Williams Rail Trail and the Collie Darkan Rail Trail (61 kms – with a start some 80kms from Williams) may increase user numbers on both trails (no user numbers are available for the existing Collie Darkan Rail Trail). The *Concentric Circles: Guidance for Trails Tourism Close to Perth* report (May 2024) included some trail developments for the Shire of Narrogin and noted that, while such development would remain as a local trail designation, if considered as a component of nearby Dryandra Adventure Ride potential, and in collaboration with local mountain bike trail development in nearby Pingelly (north), Narrogin would have high value as an added-value proposition for cycle

tourism and increase dispersal and potential extended stays according to the Wedge model of trail destination travel (developed within the report). Any such developments would make a rail trail an attractive part of a trails package.

Should a rail trail between Narrogin and Williams proceed, completing the connection to Dardadine siding would create a very significant rail trail from Narrogin to Collie (some 130kms) which would be an attraction in its own right and likely to attract a significant number of users from Perth in particular.

The recent development of the Narrogin Heritage Trail and the mountain biking trails and walk trails within Foxes Lair provide additional attractors. Yilliminning Rock too could also be promoted as an additional attractive local destination.

As noted in the discussion on the day trip market above, many of those users interested in such packages are likely to be adaptive cyclists – those who cycle various distances (i.e. they are not overly concerned with distance of a ride) but focus on specific cycling experiences, local points of interest; prepared to travel to specific destinations seeking specific experiences. This is a significant potential rail trail market.

8.8 Business Benefits

The completion of a trail would not simply provide an injection of funds to stabilise and grow existing and new businesses. The psychological impact on businesses can also be very important. Work done for the Riesling Trail included some qualitative research using focus groups consisting of business operators (*Market Equity 2004*). The key responses included:

- A belief amongst business providers that the trail contributes to economic activity in the region.
- The trail is seen to attract a variety of visitor types to the region, with wine as well as non-wine interests.
- The trail is seen as highly important to businesses in the area. Businesses were passionate about the trail and believed it contributed to their businesses as well as helping to position the area as an authentic leisure holiday destination. The exact impact in measurable terms could not be clearly ascertained, as it is so intrinsically linked to businesses in the region, but there was a definite opinion that the Clare Valley would not be the same without the trail and that it had contributed to business formation as well as business growth.

In a 2021 New Zealand survey (*Angus and Associates 2022*), 66% of existing businesses (i.e. those that existed before a trail which was on the network of 22 Great Rides opened) had expanded/added new services solely or partly because of the trail.

Trail development offers a range of new business opportunities and the opportunity for existing businesses to extend their offerings. The experience of the Tumbarumba and Rosewood communities reinforces this (as discussed in the *Rail Trails for NSW Evaluation Summary*).

It should also be noted that the trail construction process itself will provide an economic input to the region.

8.9 Non-economic Benefits

There are a range of non-economic benefits accruing to local and wider communities from trail construction and use. The Department of Local Government, Sport and Cultural Industries' *More People More Active Outdoors* (2019) identified five key pillars supporting the benefits of outdoor recreation (cited in *WA Mountain Bike Strategy 2022-2032*). These were:

- Personal development, challenge and enjoyment;
- Improved health and wellbeing;
- Outdoor learning;
- Connection to nature; and
- Economic development.

8.9.1 Health Related Economic Benefits to the Wider Economy

- Data from the USA indicates that every \$1 of funds spent on recreational trails yield direct medical benefits of \$2.94 (*Wang et al 2005*).
- The 2021 evaluation of the Great Rides of New Zealand showed an associated \$11.1 million in health benefits (from user numbers in excess of 1.065 million people) (*Angus and Associates 2022*).
- The trail will encourage people to exercise – the economic benefit to society of getting an inactive person to walk or cycle is between \$5,000 and \$7,000/year. The economic benefit to society of getting an active person to walk or cycle is between \$850 and \$2,550/year (*Institute of Transport Economics 2002*). Increasing recreational options for local communities will aid overall community wellbeing.
- Participation in trail activities can improve physical and mental health, assisting with disease prevention particularly cardiovascular, musculoskeletal, respiratory, nervous and endocrine systems as well as reducing obesity, hypertension, depression and anxiety. The obesity epidemic alone is now estimated to cost Australia \$1.3 billion/year (*Australian Bicycle Council*). One heart attack is estimated to cost in the vicinity of \$400,000 in direct and indirect costs.

8.9.2 Quantifiable Benefits to Individual Residents

There are numerous benefits that accrue to residents of the region from a trail development over and above those that accrue to the regional economy (and therefore a select number of people) and to the wider economy (health benefits in particular).

- Medical research has shown that 1 hour of moderate exercise can add more than 1 extra hour of high-quality life to an individual.
- Cycling and walking as recreation activities can be cheaper than alternative forms of exercise such as gym classes. Yearly memberships to gyms are around \$600 in many instances – the cost of a good hybrid bike, which has a life of more than one year.

8.9.3 Non-quantifiable Benefits to the Community and to Individuals

There are a number of unquantifiable benefits to individuals and the community. These are listed here so that a complete picture of benefits can be considered when weighed up against project costs. It is difficult to cost them for a range of reasons.

8.9.3.1 Health and Wellbeing

Rail trails are an accessible form of recreation. Trail-based recreation is generally free, self-directed and available to all people, all day, every day. Good quality, accessible trails encourage physical activity and improved health. Increasing recreational options for local communities will aid overall community wellbeing.

Physical activity has also been shown to improve mental health and help relieve stress. The economic cost of mental illness is high in Australia - estimated to be approximately \$20 billion per year.

People can use trails in a variety of ways, depending on their abilities and preferences. Physical health benefits are discussed above. Social health benefits include:

- Trail activities facilitate participation and social interaction between a diversity of community members, age groups, individuals and families e.g. community walking groups, voluntary trail maintenance and conservation work;
- Market Equity (2004), in its report on trails in South Australia, found that using trails to get a sense of well-being (95% of survey respondents) and using trails as a means to unwind and relax (91% of respondents) were the two main drivers getting people out on recreation trails. The psychological health benefits of trails remain under-estimated;
- The 2021 evaluation of the Great Rides of New Zealand showed that 56% of users felt that their wellbeing or mental health had improved, 47% said their physical health had improved and 44% said they had developed closer relationships with the people they were with (*Angus and Associates 2022*);
- Trails can offer a wide range of opportunities to a diverse group of people. Depending upon design, trails can accommodate the elderly, people with disabilities or satisfy those seeking challenging adventures and a sense of achievement;
- Participation in trail activities has a relatively low cost to participants;
- Trails can introduce participants to other recreational and participation offerings in the community; and
- Trails help to connect people and places and to develop community pride.

"Green scripts" are emerging a new frontier in preventative medicine

(<https://www.canberratimes.com.au/story/6192225/canberra-doctors-could-prescribe-patients-time-outside/>).

The ACT Government worked with the medical profession to determine the outcomes of a doctor "ordering" a patient to spend time outdoors with an ACT park ranger. So-called "green scripts" could be a new way to treat heart disease, high blood pressure, obesity and mental health issues. A representative of the ACT Government is quoted as saying that green scripts had been a hit in New Zealand. He also noted that, in the United States, the Golden Gate National Parks Conservancy in San Francisco had been running its similar "Park Rx" program for 10 years. The UK Government announced a similar scheme in August 2022 The Bicycle Network reported that a health trial in the UK is exploring how doctors' prescriptions for patients to bike ride their way to improved mental and physical health could change lives and communities.

The initiative was put in place as a way of improving public health through "social prescriptions" for walking and bike riding. This vision was outlined in its 2020 Gear Change report, which laid out plans to promote riding and walking across the country with "our bike

lanes becoming huge, 24-hour gyms, free and open to everyone". Initially, the focus will be on areas with poor health and low physical activity. Among the key objectives is to incentivise GPs to prescribe bike riding, noting that "taking up cycling is among the most effective health interventions a person can make". (<https://bicyclenetwork.com.au/newsroom/2023/07/11/uk-introduces-bike-riding-prescriptions-for-good-health>).

15 rail trails across Australia are currently being used as venues for ParkRuns (*Rail Trail Connections Spring 2022*). ParkRuns are free, weekly, community events all around the world. Saturday morning events are 5 kilometres and take place in parks and open spaces. On Sunday mornings, there are 2 kilometre junior ParkRuns for children aged four to 14.

8.9.3.2 Liveability

Quality recreational facilities, such as trail networks, can help create attractive places to live and visit – important in small regional communities looking to grow (or at least stabilise). Almost half of the representatives of business groups who responded to the New Zealand survey mentioned above (*Angus and Associates 2022*) believed that the development and promotion of a trail in their area attracted new people to live in that area. The same report showed that 62% of respondents from these business groups felt that the trail had attracted people to do business with and/or invest in the area of the trail.

Walking and cycling are relatively cheap modes of transport. Trails also provide a low impact means of travelling through the landscapes and play an important role in connecting people with nature.

Local users of the trail will enjoy social interaction within the community and with greater social interaction, the social capital of the area may be boosted. There are a number of benefits of enhanced social capital. It improves the capacity for people to trust others (*ABS 2012 cited in SGS 2013*). This strengthens the social cohesion in a community as it provides the opportunity for socially isolated individuals to integrate into the community. Greater social capital also facilitates networking, thus creating more efficient economic networks.

Trail projects help build partnerships among private companies, landowners, and local government. Each trail contains elements of local character and regional influence, and reflects the hard work, enthusiasm, and commitment of individuals, organisations and elected officials. In addition, when residents are encouraged to become involved in a trail project, they feel more connected to the community (*Warren 1998 cited in SGS 2013*).

8.9.3.3 Education

Trails present a unique opportunity for education. People of all ages can learn more about nature, culture or history along trails. Of particular importance, trails provide firsthand experience that educate users about the importance of the natural environment and respect for nature by leading users into a natural classroom.

An added advantage of a rail trail is that it provides an opportunity for city to connect to country, in a way "bush" trails do not. A shared use trail provides the opportunity for education about and interaction with farming, food and fibre producing along the trail.

Enhanced, active education along trails is achieved through the use of comprehensive trail guides and signage to encourage awareness of the natural, cultural and historical attributes of the trail.

Trails have the power to connect users to their heritage by preserving historic places and by providing access to them. They can give people a sense of place and an understanding of the enormity of past events.

8.9.3.4 Environmental and Cultural Benefits

Trails provide a number of environmental and cultural benefits. These include:

- Opportunities for the community to experience natural and cultural environments;
- Protection of the adjacent environments by localising impacts and facilitating management of visitation effects;
- Educational and interpretive opportunities and increased environmental and cultural awareness and appreciation;
- Increased community ownership which helps to preserve natural and cultural values;
- Corridor revegetation opportunities; and
- Opportunities for community participation in conservation and revegetation work.



*Above left and right: volunteers plant trees along the Tumbarumba Rosewood Rail Trail corridor in southern NSW.
(Source: Tumbarumba to Rosewood Rail Trail Facebook page)*

SECTION 9 - FEASIBILITY STATEMENT

9.1 The Statement

A rail trail on the disused rail corridor between Narrogin and Williams is technically feasible. The issues raised can be overcome with good design and the corridor remains in public ownership.

In order to establish whether the proposed rail trail is a feasible proposition, this Feasibility Study sought to answer several questions:

Is there a viable trail route? Yes. As is the case for the vast majority of disused railways in Australia, the entire corridor is still in public ownership. Although the line was developed as a fenced railway, and several adjoining landowners have had unrestricted access to the public land within the corridor since the railway closed, the land remains in public ownership.

There will inevitably be disruptions to long established farming practices should the trail be constructed. However, as is the case with many other successful rail trails developed in similar broadacre farming areas in Australia and overseas, there is a range of practical and viable solutions to each and every issue that adjoining landowners raise. The fact that some farms straddle the railway corridor should therefore not be considered as a reason for not proceeding with the development of a trail.

Although the bridges over Williams River and the other watercourses have been partially dismantled, and an at-grade crossing of the Williams-Kondinin Road (and other minor roads) will be necessary, these minor discontinuities can easily be overcome through design solutions.

Are there alternative uses for the corridor that will provide more value to the community? Are these alternative uses viable? Unlike some other railway corridor re-use proposals, there has been no proposal to run a tourist train (or any other sort of train) along the disused railway corridor. This is principally because the steel track and sleepers have long been removed and the bridges have been partly dismantled (or in one case destroyed by fire). The other alternative use is continuing to crop and graze the corridor as currently occurs in parts and leave the rest of the corridor as is.

Will the trail provide a quality user experience (terrain/landscape/history)? Yes. The proposed Narrogin Williams Rail Trail would pass through attractive rural farming scenery, as this was where rail lines historically ran. Views to distant hills are sometimes present (though these are “low-rise” in nature). Undulating topography is constant along the corridor. Views of sheep grazing in adjoining paddocks adds to the interest. Some infrastructure along the railway corridor remains. Most bridges remain (albeit in various states of repair); distance pegs remain in most places. Embankments and cuttings - whilst not a common feature on the corridor - are present and add to the diversity of the landscape. All these elements of the original railway would add to the enjoyment of trail users. The trail would pass immediately north of Railway Dam and Archibald Park and increasing access to the areas will add to the user’s experience.

Is there a market for the proposed trail? Yes. Existing rail trails in other states, notably Victoria and elsewhere in Western Australia, are extremely well used and very popular recreational assets of the communities in which they are situated. The success of the Tumbarumba Rosewood Rail Trail in NSW, a recent development, is testimony to the demands

for such facilities. The Wadandi Track (formerly known as the Busselton to Flinders Bay Rail Trail) has recently been awarded \$17.5 million for its completion, due to its popularity and a surge in interest in outdoors activities.

This Feasibility Study has examined the potential for users to travel to the region from Perth in particular specifically for the rail trail and as an added component to their leisure time activities. Given the potential trail's proximity to Perth (a journey of approximately two hours from the heart of Perth), it will be a significant day trip attraction. The existence of a growing network of new and upgraded trails in and around Narrogin could make Narrogin a trail destination.

Will the rail trail create any unmanageable or unmitigated impacts on adjoining landholders' farming practices and lifestyles? A conditional no. It is true that a rail trail is a different use to the historic use of the corridor (for trains) and adjoining landholders may have expectations of how the corridor will be used in the future. A rail trail probably was not one of their expectations and they have concerns. However, the corridor remains publicly owned land and the issues and concerns raised by adjoining landholders have been satisfactorily addressed in the other rail trails round Australia (of which there are well over 100). Evidence shows no long-term negative impacts on farming practices and lifestyles. In consultation, adjoining landholders raised several usual concerns but there was very little outright opposition to the proposal. It is believed that these issues can be satisfactorily addressed, managed or mitigated if the trail proceeds. It is important to recognise landholder concerns and, if the trail proceeds, to work closely with them to address individual concerns and arrive at mutually agreed solutions.

Are the local governments and key stakeholders supportive of the concept? The answer is unclear. Both Councils have committed to helping fund this Study which indicates a commitment to exploring this project thoroughly. However, there have been no formal commitments beyond that process. This is a critical issue. Beyond taking on the lease of the corridor from the Public Transport Authority, both Councils will need to be convinced that development of the rail trail has considerable merit. The costs of construction, and the costs of ongoing maintenance and the impacts on neighbouring landowners will be key factors in any future decisions made by each Council. This will be tempered by the recommendations of this study, the estimates of financial (and other) benefits that the rail trail will bring to the two towns and a host of other factors.

Is there a supportive community? Yes. The general tone from the two community consultation sessions was that the project is worthwhile for a range of reasons. Of the adjoining landholders who attended, three were opposed, and had genuine queries about potential issues and how they might be addressed if the trail were to proceed. A rail trail, just like all other infrastructure projects, will not receive 100% support. If the project is to proceed, the two Councils will need to continue to raise the community's awareness of the benefits of the project and the range of solutions available to mitigate any of their concerns and issues.

Would the trail be value for money? Yes. Trails repeatedly demonstrate that there are numerous benefits to be gained through their construction: economic benefits to the towns where they start and finish – a boost to businesses associated with the trail; social and physical health benefits; and a range of environmental and cultural benefits. Use scenarios and possible numbers of users means that, for an investment of \$4.0 million (plus GST), there will be an

opportunity for users to traverse a 34km rail trail in the region providing undulating landscapes and good views with towns at either end. In summary, it can be reliably anticipated that development of the proposed rail trail will result in increased annual visitor numbers who will inject nearly \$1 million/year into the region's economy. Local use rates of 4,000 people/year are forecast. There will also be several non-quantifiable benefits also arising to members of the communities around the trail as well as further afield.

Is there a commitment to maintenance ("friends of ..." group or support network)? This has not been explored in any detail but the Wheatbelt Cycling Collective has indicated strong support for the trail –its members have already been involved in other trail projects in Narrogin. This Feasibility Study identifies likely maintenance costs. The experience of other rail trails indicates that individuals and community groups (such as Landcare groups, school groups, service clubs, etc) will help to maintain sections of the trail, or areas through which the trail would pass.

Will the trail provide a unique experience? **Yes.** The project delivers a rail trail which is of appeal to a broad range of users – a 34 km rail trail is an ideal distance for a bike ride and with the development of a mid-point trailhead would enable a good two day walk. The development of signposted sections at either end (Narrogin Railway Station to Railway Dam in Narrogin, and Lions Park in Williams to near the CBH bins) broaden the opportunities for local users to take shorter journeys on a regular basis. The trail provides users with the opportunity to use some of the former railway bridges and enjoy the experience offered by these.

Is there a demonstrated benefit to trail users and, especially, the host communities? **Yes.** This question has been answered partially in answers to other questions posed. The demonstrated benefits come in the form of economic and non-economic benefits that will accrue to both users and host communities (with the creation of a range of economic opportunities arising from the development of the rail trail).

9.2 The Recommendation

Following consideration of the major issues pertaining to the development of a trail on the disused railway corridor Narrogin and Williams and taking into account the views of key stakeholders, groups and individuals consulted (and background information obtained during the course of the project), this Study recommends that the proposed rail trail proceed, *subject to a number of conditions being met*.

The conditions upon which the rail trail should proceed are:

1. This Feasibility Study report be forwarded to the Public Transport Authority for review and comment and, assuming a positive response, the two Councils (the Shire of Narrogin and the Shire of Williams) proceed with negotiations with the Public Transport Authority regarding taking on the lease of their respective sections of the former railway corridor.
2. Advertise the availability of this draft feasibility study to the wider community via each Councils' website, and via direct contact with community groups, and seek comment and thus gain a greater understanding of the likely usage numbers and popularity of the proposed rail trail.

3. Prior to construction, a comprehensive programme of one-on-one discussions on-site with all affected adjoining landowners be undertaken to ascertain their individual concerns and to work out together solutions to each issue raised;
4. The Shire of Narrogin and the Shire of Williams seek funding from external sources, including Community Benefit Funds being established by the proposed Narrogin Wind Farm and other green energy projects, for the construction of the proposed rail trail;
5. A Committee of Management, comprising (at least) representatives of each local government, residents of each town, local Landcare groups, local business proprietors and adjoining landowners, be formed to guide the ongoing planning, design and construction, management and maintenance of the proposed Narrogin Williams Rail Trail and the former railway corridor;
6. The preparation of a Corridor Management Plan before construction, including a comprehensive maintenance programme (detailing the ongoing maintenance) for the trail and corridor;
7. The preparation of a Bush Fire Risk Management Plan for the corridor;
8. Grazing and various other existing uses of the corridor to be considered on their merits, and suitable solutions found to enable the activity to continue where reasonably achievable;
9. The relevant local governments should assume liability for trail users within their respective jurisdictions and take all necessary actions to mitigate potential claims from landowners, neighbours, and users;
10. A commitment to ongoing maintenance of the trail being given by each Council, a Committee of Management and volunteers; and
11. The local governments should consider either assigning these duties to an existing officer or appointing a part-time trail manager or managers to ensure landowners have a direct point of contact for any issue resolution.

9.3 Factors Supporting the Decision

In formulating a decision about whether the proposed Rail Trail is feasible or not, due consideration has been given to a range of factors.

- The entire railway corridor between Narrogin and Williams remains in public ownership with few constraints to the development of a trail along its entire length.
- The rail trail provides, at 34 kms one way, a good one-day bike ride and a good two day walk.
- The proposed rail trail is relatively close to the existing Collie-Darkan (Dardadine Siding) Rail Trail (in the Shire of West Arthur) meaning that rail trail aficionados could potentially visit the area to experience both rail trails (should the Narrogin Williams Rail Trail be developed). Even more importantly, the potential future development of the missing link along this disused railway corridor between Dardadine Siding and Williams (in the Shire of Williams) would be a more compelling reason for trail users to visit the area. That would result in a rail trail of over 130 kilometres – several days riding and a true multi-day walk.

- Furthermore, the development of two rail trails in the Great Southern as proposed in the Great Southern Regional Trails Master Plan by (GSCORE) would also stimulate visitation to the Wheatbelt by cyclists and walkers. There are two lengthy rail trails proposed in the Regional Trails Master Plan, the 157km Kojonup-Katanning-Pingrup Rail Trail and the 94km Tambellup-Gnowangerup-Ongerup Rail Trail (known collectively as the Grain Train Rail Trail).
- The Narrogin Williams Rail Trail represents a reasonable expenditure of capital and more importantly maintenance funds.
- The Narrogin Williams Rail Trail add another attraction in the region and will potentially bring additional visitors and keep visitors longer in the area.
- The proposed rail trail does not have a particularly complicated route through and getting out of Narrogin or Williams (unlike some existing rail trails in Australia and overseas). Existing verges and/or paths can be utilised if necessary.
- Even though the proposed rail trail is not supported by everyone in the community, in particular several adjoining landowners, there are those who strongly support it. As with all infrastructure projects, the silent majority in the community, and those who might visit Williams and Narrogin to use the trail, are rarely heard from.
- The indigenous history of the region, the surrounding farming properties and various other land uses, the natural qualities of the region, the history of construction of the railway and a host of other interesting subjects results in good potential for interpretation along the rail trail – adding to and enriching the experience of trail users.
- As a rail trail, the corridor is reasonably flat (as it was built with low grades for steam locomotives) and will therefore accommodate the full range of cyclists, as well as walkers, joggers, runners, wheelchair and gopher users etc.
- As has happened on other rail trails in other locations around Australia, the rail trail will provide local people with a new opportunity for walking, cycling, fun runs, triathlons, half marathons (or full marathons), wheelchair use and educational opportunities for school children.

9.4 A Note on Marketing

As mentioned throughout this report, the development of a standalone 34km rail trail (some 2 hour's drive from Perth) is insufficient to create a huge influx of potential users.

What is required therefore is a marketing campaign to make potential users aware of the many other trails and tourist attractions of the region. The package of trails that could/should be promoted include: the Narrogin Williams Rail Trail (if/when developed), the Collie Darkan Rail Trail (to Dardadine Siding), the existing Narrogin Heritage Trail, the walk trails within Foxes Lair and Railway Dam, the newly established mountain biking trails of Narrogin, the trails within Dryandra Woodland National Park, Yilliminning Rock and a re-vamped Williams Heritage Trail. Furthermore, the development of the Williams to Darkan Rail Trail (missing section between Dardadine Siding and Williams) and the development of the proposed trail from Williams Nature Reserve to Williams Lions Park will create additional attractions.

SECTION 10 -TRAIL MAINTENANCE

Ongoing trail maintenance is a crucial component of an effective management program – yet it is often neglected until too late. Countless quality trails have literally disappeared because no one planned a maintenance programme, and no one wanted to fund even essential ongoing repairs. It is therefore essential that funds be set aside in yearly budgets for maintenance of this trail (if it proceeds) - to ensure user safety and enjoyment, and to minimise liability risks for land managers.

It would be short sighted to go ahead and build the rail trail and then baulk at the demands of managing and maintaining it. Consequently, a commitment to maintenance is needed as part of the assessment of feasibility. If the trail manager is not committed to maintaining the trail once built, the trail should not proceed.

10.1 A Trail Maintenance Plan

Ongoing maintenance costs can be minimised by building a trail well in the first place. A well-constructed trail surface will last considerably longer than a poorly built trail. Signs, gates, posts and bollards installed in substantial footings stand less risk of being stolen or damaged. Well designed, built well and thoughtfully placed management access gates and trail user gates will keep motor vehicles and motorised trail bikes off the trail with a consequent lesser need for surface repairs. Trail furniture (such as seats, trail directional marker posts and interpretation) should be installed (during the construction/upgrading process) in substantial footings sufficient to withstand high winds and theft. These should require minimal ongoing maintenance.

Building good trails in the first place is the very best way of minimising future problems and costs. As a second line of defence, a clear and concise Management Plan with a regular maintenance program written into it will aid significantly in managing ongoing resource demands.

The goals of a Trail Maintenance Plan are to:

- Ensure that trail users continue to experience safe and enjoyable conditions;
- Guard against the deterioration of trail infrastructure, thereby maintaining the investment made on behalf of the community;
- Minimise the trail manager's exposure to potential public liability claims arising from incidents which may occur along the trail; and
- Set in place a management process to cover most foreseeable risks.
- Most minor repairs (bridges, fences and gates) are largely labour intensive rather than capital expensive. Calamitous events such as fire or flood will naturally generate significant rebuilding activity and consequent costs. These events are generally unmanageable and should simply be accepted as part of the longer-term reality of trail management.
- Resourcing a maintenance program is crucial, and funds will be required on an ongoing basis to enable this essential maintenance. This matter should be addressed in the preparation of the maintenance plan.

10.2 Trail Maintenance Activities

The discussion that follows provides general guidance for the development of maintenance plans should the rail trail proceed. It is not a substitute for specific maintenance plans for a trail. An inventory of works and locations needs to be prepared for maintenance purposes – this cannot be prepared until construction is completed. The trail manager will need to create a specific checklist once the trail is completed.

Maintenance on the rail trail should be divided between regular inspections and simple repairs, a one (or two) person job, and quarterly programs undertaking larger jobs such as significant signage repairs or weed / vegetation control. A range of basic machinery, tools and equipment will be required for this work. At the core of any trail maintenance program is an inspection program. The relevant Australian Standards sets out the basis for frequency of trail inspections. It only covers walking tracks and provides for inspections every 30 days (or less) for Class 1 trails, every 90 days for Class 2 trails, and annually for Class 3-6 trails. This sets the minimum standard for inspections and is a guide only. What the Australian Standards do not include but should include is an inspection of any trail after significant weather events such as storms, fire, floods, and high winds in addition to the regular inspection program. The trail should have its own maintenance plan that may, for particular reasons, have more frequent inspections. Particular needs should be recognised in an individual trail maintenance plan.

Clear records of each activity/inspection will be kept by the body with responsibility for maintenance. Pro-formas serve to maximise user safety and minimise liability risks. It will also provide a valuable record of works undertaken and make for efficient use of maintenance resources over time.

In general, Maintenance Plans are based around regular inspections, at which time simple maintenance activities should take place concurrently (Table 13 provides a broad outline of activities). More time-consuming maintenance activities should take place every six months, while detailed Hazard Inspections should occur annually. Further, the capacity to respond immediately to random incoming reports of hazards or major infrastructure failures should be built into the Plans.



Volunteers organised by the Committee of Management at a busy bee to undertake maintenance work along the rail trail near Port Fairy in western Victoria.

The presence of trees along some sections of the trail means that time will be spent removing damaged and fallen trees and branches in the aftermath of a storm.

One of the most frequent maintenance tasks will be attending to fallen branches and limbs, repairing trail surfaces, replacing stolen or damaged signs (including road signs), clearing culverts and under bridges and ensuring gates and fences are functioning as intended.

Table 13: Maintenance Schedule

<i>Activity</i>	<i>Activity Description</i>	<i>Site</i>	<i>Frequency</i>
Undertake full inspection of the trail.	<p><i>At Trailheads</i></p> <p>The trailhead should be carefully checked to ensure that all signage is present, and that all signs are clearly visible and legible. An inventory needs to be prepared to assist in regular maintenance.</p> <p>Surface of access tracks and parking areas need to be checked and potholes eliminated.</p> <p>Inspect and check trailhead facilities and infrastructure:</p> <ul style="list-style-type: none"> ○ Parking areas and access tracks (check surfaces) ○ Trailhead (map) panel ○ interpretive panel ○ Seating/shelter/picnic tables ○ Trailhead signage (on road) ○ Trail directional marker posts <p><i>At Road Crossings</i></p> <p>Particular attention needs to be given to signs at road crossings or junctions. Each crossing should be carefully checked to ensure that all signage is present, and that all signs are clearly visible. Particular attention must be given to ensuring that “Trail Crossing ahead” signs (on roadside at approach to trail crossing) are not obscured by overhanging vegetation.</p> <p>Replace damaged and/or missing signs.</p> <p>Check management access gates and trail user chicanes for structural stability and function.</p> <p><i>Fencing</i></p> <p>Check and make repairs to side fencing. To be done by arrangement with adjoining landowners.</p>	Entire trail	Every third month

<p>Check signage and clean, replace or repair as required esp. road crossing signage and directional markers.</p> <p>All signage should be checked for vandalism and cleaned if necessary. If damage is too great, replacement is essential.</p> <p>An inventory of locations of all signs needs to be prepared to assist in regular maintenance.</p>	<p>Check, repair or replace all trail signage, including interpretive signage, trail distance and directional markers (logo/arrow plates). Replace missing and/or damaged signs.</p>	<p>All locations</p>	<p>Every third month - at each trail inspection.</p>
<p>Slashing of trail environs.</p>		<p>Various locations</p>	<p>Timing dependent on seasonal growth patterns. Allowance for up to 6 times per year.</p>
<p>Check trail surface and arrange repair as required.</p>		<p>Entire trail</p>	<p>Every third month. Arrange repairs immediately if acute, or schedule maintenance for six monthly work sessions if not.</p>
<p>Maintenance of trail surface.</p>	<p>Check condition of trail surface for damage and arrange repairs if necessary; trim off regrowth vegetation.</p>	<p>Entire trail</p>	<p>Every six months.</p>

Sweep or rake debris from trail surfaces, especially at road crossing points.		Various locations	Every six months.
Maintenance of culverts and other drainage measures.	<p>Check and clear drains and culverts.</p> <p>Drains need to be checked and cleared once or twice/year and after heavy rainfall events. Regular maintenance especially after heavy rainfall is essential.</p> <p>Most maintenance will involve clearing of material from silted up or blocked drains.</p> <p>Drain blockages should be cleared as urgent priority.</p> <p>Silt traps at culvert discharges or entry points should be cleared regularly.</p> <p>Cess drains in cuttings should be checked to ensure they function effectively.</p>	Entire trail	Every six months.
Cut back regrowth, intruding and overhanging vegetation.	<p>Check overhanging or intruding vegetation. Cut back where required. Clear fallen trees and branches.</p> <p>Undergrowth vegetation grows quickly, and over time will continue to intrude into the trail 'corridor'. Such intruding vegetation needs to be cut back to provide clear and safe passage for trail users.</p> <p>"Blow-downs" - trees or limbs that have fallen across the trail – need to be cleared as/when required. Sight lines must be kept clear either side of road crossings, to ensure that users can clearly see a safe distance either way at road crossings.</p>	Entire trail	Every six months, unless obviously requiring attention at regular inspections.
<p>Check structural stability of interpretive signage, and interpretive shelters.</p> <p>Check structural stability of seating, distance posts.</p>	<p>Interpretive panels should be checked for vandalism and cleaned if necessary. If damage is too great, replacement is essential. An inventory of locations needs to be prepared to assist in regular maintenance.</p> <p>Furniture alongside trails, if installed, needs to be checked regularly for damage to ensure safety and comfort of trail users.</p>	Entire trail	Every six months.

Inspect and replace when needed.			
Undertake Hazard Inspection and prepare Hazard Inspection Report.	This should be done annually. Inclusion of a formal Hazard Inspection process, crucial in addressing risk, is necessary in the ongoing maintenance plan. Not only will this define maintenance required and/or management decisions to be addressed, but it is also vital in ensuring safe conditions and therefore in dealing with any liability claim which may arise in the future. Courts are strongly swayed by evidence of a clear and functional program, and a regular series of reports, with follow-up actions, will go a long way to mitigating responsibility for injuries. Further, clearly defined 'User Responsibility' statements in brochures, maps, policy documents, plans and public places will assist this process.	Entire trail	Annually.
Check structural integrity of bridges. Inspect and maintain bridges. Check for obstructions and clearing under bridges.	Visual inspection is appropriate though detailed inspection should follow storm and flood events. After floods, bridge should be inspected, and damaged components replaced as soon as possible. Handrails and surface decking on bridge should be inspected for damage at regular intervals.	Various locations	Annually.

It should be noted that this schedule does not allow for repair works above and beyond 'normal' minor activities. For example, if a section is subject to heavy rain, and erosion control fails, additional repair works will need to be undertaken.

10.3 Maintenance Costs

10.3.1 General Notes

Resourcing a maintenance program is crucial, and funds will be required on an ongoing basis to enable this essential maintenance. It would be short sighted to go ahead and build the Narrogin Williams Rail Trail and then baulk at the demands of managing and maintaining it.

Estimating the cost of maintaining a trail is difficult due to the unpredictability of events such as floods, fires, high winds and stormwater runoff, as well as the tenure and management arrangements for the trail. Deliberate and wilful damage and vandalism can also contribute significantly to the need for ongoing maintenance and replacement of infrastructure.

Volunteers can be organised (through a coordinated program) to carry out much of the work at a limited cost to the trail manager.

Evidence of actual trail maintenance costs for individual items along a rail trail, or any trail for that matter, is scarce. The Rail to Trails Conservancy in the USA (*Rail-Trail Maintenance and Operation – Ensuring the Future of Your Trails – A Survey of 100 Rail-Trails, July 2005*) provides two general answers for why it is difficult to estimate maintenance costs. First, the trail may be part of a larger budget for a single park or even an entire parks and recreation department. Specific costs for the trail are not separated out. Second, small trail groups, though run by competent and extremely dedicated volunteers, tend to be ‘seat-of-the-pants’ operations. Maintenance is done “as needed,” funds are raised “as needed,” and the people are volunteering because they love the trail, not because they love doing administrative tasks like budgeting.

Maintenance responsibility does appear to significantly affect cost. Approximately 60% of the surveyed trails reporting costs were maintained primarily by a government agency, implying paid staff and/or contractors. The other 40% of trails were primarily maintained by a non-profit or volunteer organisation. Adjusting for exchange rates and inflation since 2005, annual costs for government-run trails were just over \$2,465/km. This is not much more than the overall average of \$1,855/km, but it nearly triples the average for volunteer-run trails of \$868/km.

In Victoria, the Murrindindi Shire Council manages and maintains approximately 85% of the (134km) Great Victorian Rail Trail. It spends around \$2,000/km on maintenance activities each year which the trail manager believes is insufficient. Anecdotal information indicates that initial construction issues necessitate an increased level of maintenance of the trail surface (and drainage through cuttings). A higher level of (initial) construction quality (i.e. better trail surfacing) would mean less ongoing maintenance.

The Kilkivan Kingaroy Rail Trail in South East Queensland opened in September 2017. In October 2019, representatives of the South Burnett Regional Council (responsible for approximately half the trail) advised that maintenance costs were in the order of \$500/km/year.

A 2016 study of the Great Rides of New Zealand (*The Great Rides of the New Zealand Cycle Trails 2016*) examined the 22 “great bike rides” of New Zealand and reported an average maintenance cost of \$1,285 per kilometre (adjusted for exchange rates and inflation). This figure is based on the actual reports of 9 of the 22 trails. It is difficult to know precisely what items have been included in these figures as the 9 individual trail reports are not available.

Verbal advice to the New England Rail Trail Inc. (a NSW rail trail advocacy group) from Indigo Shire Council (in Victoria) was that maintenance for the Murray to the Mountains Rail Trail costs in the order of \$915/km/year.

There are significant variations across the available research costs and it is not clear from available data what has been included and what has not been included in consideration of costs. There are two issues when considering the quoted costs and what has been included and not included.

- The “age” of the trail. The Kilkivan Kingaroy Rail Trail (KKRT) was only 2 years old at the time the data was sourced. Early life maintenance costs tend to be very limited. The \$500/km/year cited for the KKRT reflects actual expenditure on maintenance to date. Very little maintenance beyond slashing and minor repairs would have been

needed. Figures for the other trails reflect trails that are a little more mature and may need more minor maintenance done. However, the figure for the Murray to the Mountains Rail Trail is quite low (\$915/km/year) but the trail is very mature. Whilst there is appeal in setting aside the minimal amount for maintenance in the first 5 years, a more appropriate approach would be to set aside higher amounts from trail inception. The likely maintenance costs in the first few years of a trail's life will focus on sign damage and inspections. These "day to day" costs can and should be funded by the trail manager (using their own resources including volunteers).

- The more critical element is the treatment of replacement of major assets over time. It is highly likely that the available figures from the research do not provide for how replacement of major capital items is considered. The biggest "maintenance costs" are maintenance and replacement of the items that initially cost the most to install – surfacing, fencing and bridges. Maintenance on these three critical elements is less likely to be needed in the first 5-10 years if the trail is built well in the first place. Allowance for repair and replacement of these items should be treated differently. In addition to maintenance, there will be a requirement for asset renewal – particularly of surfaces, bridges, and fences. The timing of this renewal will generally be between 10 and 50 years – an Asset Management Plan is the appropriate method for dealing with these items. Good asset management practice suggests money be put aside every year for renewal of these major items, even though much of it will not be spent initially. Funding for these items could be sourced from external funding programs as compared with ongoing minor repairs for which major external funding is hard to find. **Little maintenance will be required on newly built trail surfaces, fencing and bridge structures, and other elements of the rail trail for several years after construction.** There will be very limited need for surface repairs in the first 5 years. Bridges are even less likely to need repair for the first 10 years of a trail's life. Re-constructed and refurbished bridges will require little or no maintenance for many years. However, after perhaps a decade of use they will require more and more maintenance of decking timbers (if used) and more scrutiny of fixings (depending on what materials are used for decking). Pre-fabricated bridges require less maintenance over time. The same comments apply to fencing (though its active life is probably shorter than bridges). Properly constructed fencing will yield a life of between 30 and 40 years, particularly if new fencing includes electric fencing outliers which prevent livestock leaning into the fence. There should be very limited need for fencing repairs in the first 15 years. It may be appropriate to share ongoing repair costs with adjoining landholders once the initial investment is made. This is a matter for the trail manager to consider.

It is difficult estimating the costs involved in maintaining a trail until every last bridge and other infrastructure items have been installed. As stated earlier, ongoing maintenance can be minimised by building a trail well in the first place.

The use of volunteers to undertake many of the routine repairs and cleaning tasks can substantially reduce the costs.

10.3.2 Estimate of Maintenance Costs

Table 14 provides an estimate of the amounts that may be required on an annual basis for maintaining the proposed Narrogin Williams Rail Trail for regular “day to day” maintenance.

Table 14: Estimate of “Day to Day” Maintenance Costs

<i>Task</i>	<i>Frequency/note</i>	<i>Possible costs</i>
Inspect and check trailhead facilities and infrastructure (only at Geeralying): <ul style="list-style-type: none"> - parking area (check surfaces) - picnic table - trailhead signage (on road) - trailhead (map) panel - trail directional marker posts 	1 trailhead at average repairs of \$1,000 per site/year.	\$1,000
Check vegetation growth and overhead vegetation and cut back where required. Clearing of fallen trees and branches.	Allowance of 5 person days per year (@ \$500/day).	\$2,500
Firebreak maintenance along corridor to reduce weeds and fire load/risk. (See Note 1).	Allowance for incidental slashing where required.	\$5,000
Inspection of bridges (all timber components, decking, handrails, etc.). Check for obstructions and clearing under bridges.	Allowance of 10 hours for inspections and minor repairs.	\$2,000
Check and clear culverts.	Allowance of 20 hours for checking and cleaning.	\$1,600
Check road crossings. Replace damaged and/or missing signs and undertake other tasks: <ul style="list-style-type: none"> - Give Way and Road Ahead signs - Trail Crossing warning signs - Road name signs - Regulatory signs - Check sight distances and clear vegetation if necessary 	18 crossings at average repairs of \$300 per crossing/year.	\$5,400
Allowance for replacement of trail directional marker logo/arrow plates and trail kilometre posts.	3 replacements/year.	\$1,800

Allowance for repairs to trailside furniture and occasional replacements (when required).	Inspection and minor repairs every 6 months. 1 replacement per year.	\$1,000
Check miscellaneous signs along trail (e.g. trail name, distance signs, "No Trespassing", bridge load signs, etc).	4 replacements/year.	\$2,400
Check gates, other barriers and fences at road crossings. Make repairs where necessary.	Allowance of \$3,000 per year for repairs.	\$3,000
Trail surface repair and maintenance allowance		\$3,000
Check interpretation along trail for damage and structural stability.	Allowance for repair of 1 panel per year.	\$1,000
Inspection of rail trail (2 times/year). (See Note 2).	Allowance for 2 inspection trips per year.	\$1,500
Preparation of annual Hazard Inspection Report.	1 person days @ \$1,000/day.	\$1,000
\$32,200 excl GST (per annum)		

This equates to a rate of approximately \$1,838 per kilometre per annum.

Note 1: The necessity to maintain the entire trail/corridor will be much reduced if adjoining landowners graze stock within that part of the corridor deemed 'surplus to requirements'.

Note 2: Reporting of routine maintenance requirements by trail users will obviate need for many scheduled inspections. Appointment of a Trail Manager, with responsibility for regular inspections of entire trail, will substantially reduce need for unscheduled and expensive maintenance.

Asset renewal provisions should be provided for separately and cover replacement of surfacing, fencing and bridges and other water crossings. These provisions would have separate timeframes for replacement with fencing and surfacing requiring renewal in a shorter time than bridges and other water crossings.

A number of observations are relevant to Table 7:

- The likely maintenance costs in the first few years of a trail's life will focus on sign damage and inspections.
- Costings are at full commercial rates (but of course this would be far less if volunteers are involved). US evidence suggests significant savings using volunteer maintenance (trails maintained by volunteers cost one-third of those maintained by Government entities).
- The maintenance estimate provided in the report is an estimate only based upon certain design parameters and construction standards. For example, it is recommended that timber bridges be restored using timber decking and timber handrails because it more fully provides the rail trail experience. However, bridges

could be re-purposed using other material such as expanded steel mesh or fibreglass reinforced plastic for the decking which would have a different maintenance regime and costing. It is impossible to estimate maintenance costs to the most accurate possible level until construction is finished and every construction item is catalogued (noting that events like wildfires and major floods are events that maintenance budgets never account for).

10.3.3 Reducing Maintenance Costs

Using volunteers is the key element in reducing the maintenance costs. Volunteers could undertake much of the ongoing maintenance of the trail if a volunteer maintenance programme is arranged. It should be ensured that whoever is charged with ongoing responsibility for managing the trails has genuine and specific trail knowledge. It is not sufficient to be a skilled gardener, conservationist or environmental scientist. If training is required to bring staff knowledge levels up to a high standard, this should be seen as a priority to be undertaken early in the construction process. Trail skills are better learned over a longer time, with hands-on practice, than in short briefing sessions.

- The Munda Biddi Trail Foundation assists with planning, developing, marketing and maintaining the trail. It enlists paid memberships, enrolls and manages volunteers, holds trail and community events, and provides information and resources to enhance the quality of the trail experience. **Over 85% of that trail is maintained by volunteers.**
- Activities of the Friends of the Lilydale to Warburton Rail Trail include revegetation, weed eradication, protection of remnant species, and building and restoration work.
- Parklands Albury Wodonga a community-based, not for profit organisation focused on undertaking the conservation of "bush parks" in and around Albury-Wodonga from an ecological perspective, whilst allowing sympathetic recreational access. One of the Group's projects is managing and maintaining the High Country Rail Trail.



Trail managers and "Friends of ..." groups often arrange 'Adopt-a-Trail' programs to ensure the rail trail is well maintained – by volunteers. In the USA it is common for each section (or kilometre) of a trail to be assigned to, or 'adopted' by, a volunteer.

The Bibbulmun Track's success can be put down in large part to the efforts of the Bibbulmun Track Foundation. It is probably the most successful 'Friends of' Group in Australia, with a paid-up membership in excess of 2,200 (in a number of categories).

The Bibbulmun Track Volunteer Program relies on the bushwalking community, and Bibbulmun Track walkers in particular, to commit their time to assist in the maintenance and delivery of the Foundation's Programs and services (the Bibbulmun Track is 1,000 kms walking track from Perth to Albany). **It is estimated that around 80% of the Bibbulmun Track is maintained by volunteers in this program.** An enormous amount of money is saved as the volunteers carry out many of the inspections and minor repair work.

Volunteers:

- Undertake a range of light maintenance tasks including pruning, clearing debris from the Track, replacing missing trail markers, installing water bars, removing litter and monitoring the campsite.
- Attends to their section at least 4 times per year (i.e. once every 3 months). In areas closer to Perth, or on sections that require a higher level of maintenance, more frequent visits are preferred.
- Submits a report to the Volunteer Coordinator after each maintenance visit. These reports are vital in assisting the Bibbulmun Track Foundation and DPAW in dealing with immediate problems and in planning for the future of the Track.

Sources for ongoing maintenance funding may include commercial operator levies, commissions from billboard advertising, memberships of a Friends group and sales of merchandise. Funds could be used for trail operation and maintenance.

Many of these options are in place on other trails and fund a range of activities by the trail manager and the relevant trail support group (or Friends of the Trail). Importantly, the NSW Government's *NSW Rail Trails Framework* paper recognises the need to allow commercial activity and sets out a process for corridor transfer and management that ensures minimal constraints on commercial opportunities along the Rail Trail. Proceeds from the sale of steel track should the trail proceed could also be directed to a maintenance fund.

REFERENCES

- ACT Bureau of Sport and Recreation *Lanyon Valley Community Needs & Feasibility Study*
- Australian Bicycle Council *Benefits of Cycling* www.abc.dotars.gov.au/Publications/Resources
- Australian Government, Australian Sports Commission (2010) *Participation in Exercise, Recreation and Sport Annual Report 2010*
- Beeton, S. (2003) *An economic analysis of rail trails in Victoria* La Trobe University, Bendigo
- Beeton, S. (2006) *Regional Communities and Cycling: the Case of the Murray to the Mountains Rail Trail, Victoria, Australia* La Trobe University, Bendigo
- Beeton, S. (2009) *Cycling in regional communities: a longitudinal study of the Murray to the Mountains Rail Trail, Victoria, Australia* La Trobe University, Bendigo
- Central Otago District Council *Otago Central Rail Trail User Survey 2010/2011*
- Central Otago District Council *Otago Central Rail Trail User Survey 2014/2015*
- Colmar Brunton (2004) *Bibbulmun Track User Short Research Project* Report to the Department of Conservation and Land Management and the Bibbulmun Track Foundation
- Colmar Brunton Social Research (2009) *2008 Bibbulmun Track User Research Report* (for Department of Environment and Conservation and Bibbulmun Track Foundation)
- Council of Australian Governments (2010) *National Disability Strategy 2010-2020*
- Della Penna, C. *Home Sales near Two Massachusetts Rail Trails*
www.americantrails.org/resources/adjacent/dellapennasales.html
- Hughes, M., A. Smith and M. Tuffin (2015) *Bibbulmun Track User Survey Report 2014-15* A report for the Bibbulmun Track Foundation and the Department of Parks and Wildlife
- Institute of Transport Economics (2002) *Profitable Walking and Cycling Track networks* Nordic Road and Transport Research No.2 www.vti.se/nordic/2-02mapp
- Jessop, M. and Bruce, D. (2001) *Research Summary, Attitudes of Users towards the Mundaring Recreation Trails*. Sport and Recreation WA, Western Australian Government, Perth Western Australia.
- Karadeniz, D (2008) *The Impact of the Little Miami Scenic Trail on Single Family Residential Property Values* University of Cincinnati Masters Thesis
- Manning, R., Valliere, W., Bacon, J., Graeffe, A., Kyle, G. and Hennessy, R. (2000) *Use and Users of the Appalachian Trail: A Source Book*
- Market Equity Pty Ltd (2004) *Trails Research Project* A report for the Office of Sport and Recreation in association with Planning SA, Transport Planning and South Australia Tourism Commission
- Murray Local Land service *Strategic Risk Assessment – Biosecurity Risks Associated with Rail Trails* (Prepared for Tumbarumba Rosewood Rail Trail, NSW 2010)
- New England Rail Trail Inc *New England Rail Trail – General Risk Assessment and Biosecurity Risk Assessment and Risk Mitigation Plan* (NSW, 30 June 2019)

New Zealand Ministry of Business, Innovation and Employment (2013) *Nga Haeranga – The New Zealand Cycle Trail Evaluation Report 2013*

Queensland Department of National Parks, Sport and Racing (2015) *Queensland Sport, Exercise and Recreation Survey Adults (QSERSA)*

Queensland Department of Natural Resources and Department of Emergency Services – Queensland (1998) *The South East Queensland Outdoor Recreation Demand Study*

Queensland Government, SEQ Water and Griffith University (2007) *South East Queensland Outdoor Recreation Demand Study*

Queensland Outdoor Recreation Federation (2002) *South East Queensland Outdoor Recreation Demand Study*

Queensland Outdoor Recreation Federation Inc (2007) *Active Trails - A Strategy for Regional Trails in South East Queensland* (for the Queensland Government and the Council of Mayors (SEQ))

Rail Trails Australia *Rail Trail Connections Spring 2022*

Schänzel, H.A. and I. Yeoman (2015) *Trends in Family Tourism* Journal of Tourism Futures Volume 1 Number 2 2015

Service Innovation Alliance (2021) *BVRT Visitor Research Program Report* University of Queensland

SGS Economics and Planning (2011) *Economic Impact of Cycle Tourism* for Alpine Shire Council

SGS Economics and Planning (2013) *Murray River Adventure Trail Final Report*. Prepared as input to Murray River Adventure Trail Feasibility Study

SGS Economics and Planning and Quantum (2012) *Tourism NE Product Gap Analysis*

State Government Victoria Victoria's *Nature-Based Tourism Strategy 2008–2012* (Tourism Victoria, 2008)

St Leger, L. (2004) *Keeping our parks, trails and our people healthy* Paper to 3rd National Tracks and Trails Conference, Hahndorf, October 18 – 20, 2004

Tourism Research Australia (2017) *Attracting millennials to Regional NSW*

Tourism Research Australia (Department of Resources, Energy and Tourism) (TRA) *Snapshots 2009 Nature Tourism in Australia*

Tourism Research Australia (2021) *Tablelands Visitation Analysis Report December 2021*

TRC (May 2024) *Concentric Circles Guidance for Trails Tourism Close to Perth*

Wang, G., Maccera CA, Scudder-Soucie B, Schmid T, Pratt M, and Buchner D (2005) *A cost-benefit analysis of physical activity using bike/pedestrian trails* Health Promot Pract 2005 Apr; 6 (2): 174-79

WA Government *Western Australian Cycling Network Hierarchy*

APPENDIX 1

ARTIST'S IMPRESSIONS



Regrowth vegetation is a common sight along the disused railway corridor.



Light to moderate clearing will be required to enable the trail to be developed.



Most, but not all, of the old railway sleepers have been removed from the disused railway.



New railway corridor fences can be brought in closer to the proposed rail trail.



The partly dismantled railway bridge over the Williams River floodplain.



The refurbished bridge includes new decking and handrails, suitable for cycling and walking.



A low embankment on the disused railway formation, west of Railway Dam near Narrogin.



Light clearing, the removal of the old sleepers and some surface modifications would enable cycling.

APPENDIX 2

PHOTOGRAPHIC EXAMPLES FROM OTHER RAIL TRAILS

Some Examples of Successful Solutions from Other Rail Trails



Self-closing trail user access gate and locked management access gate at a road crossing on the Brisbane Valley Rail Trail.



Re-constructed railway bridges, complete with decking and handrails, on the Lilydale Warburton Rail Trail in Victoria. Bridges were re-built by the Country Fire Authority, which used the contract fee to acquire a new fire tender.



Cattle crossing gates, as used on the Port Fairy Warrnambool Rail Trail in Victoria, enable adjoining farmers, and their cattle/sheep, to cross the trail whenever necessary – thereby not hindering farming practices. Gates are closed across the trail and side gates on side boundaries opened to allow stock to cross when required. This spectacle - when it occurs - is of considerable interest to trail users.



The gating system at road crossings used on the Lilydale Warburton Rail Trail in Victoria makes it difficult for unauthorised users (such as motor bikes and 4WD vehicles) to gain access to the rail trail.



Additional tree planting (such as on the Lilydale Warburton Rail Trail) can provide a necessary screening where residences are located close to the rail trail. On this rail trail, the fences of the original railway corridor have been relocated closer to the trail to enable the adjoining landowner to utilise the superfluous area of the corridor.



Various studies have indicated that local communities and businesses benefit from the development of a rail trail. Local cafes, bakeries, delis and accommodations are highly sought after by rail trail users.



If the fencing of the railway corridor is brought in to that needed for the rail trail, adjoining farmers can make use of the remainder of the corridor. Fencing of the Lilydale Warburton Rail Trail has been relocated, bringing trail users in close proximity to farm animals without any problem.



User Codes of Conduct, and signposted regulations and rules, can prevent most undesirable and unwanted activities from occurring as well as instructing users where they can legitimately carry on their activities (such as walking dogs within stipulated areas).



Regular maintenance of the trail surface, vegetation of the corridor, bridges, culverts, weeds, gates and fences are all matters that should be the subject of a Corridor Management Plan and ongoing maintenance schedule. The Friends of the Lilydale Warburton Rail Trail undertake routine maintenance.



Considerable trail surface and bridge re-constructions have occurred on the O'Keeffe Rail Trail (in Victoria) all assisted by grants from various state and Federal Governments.



Various techniques are available to make road crossings safe for trail users, including this simple technique used on the O'Keeffe Rail Trail (in Victoria). On other rail trails, road crossings have been made safer by the installation of underpasses, bridges and/or traffic lights.



A detailed trail development plan would compile a detailed list of works required along the entire corridor, including regulatory signage, distance and directional signage and interpretive signage (such as these signs on the Riesling Trail in the Clare Valley in South Australia).



Appropriately placed signage advising/reminding trail users not to trespass has worked successfully on the Riesling Trail – an area where high value vineyards are immediately alongside the rail trail. Interestingly, on other sections of this rail trail, fences have not been erected (despite vineyards being located immediately alongside the trail).



Well located interpretive panels alongside the rail trail providing information on the history of exploration of the region, settlement history, agricultural pursuits, indigenous history and natural history can add significantly to the experience of trail users – whether they be visitors to an area or local people using the trail. The Riesling Trail has numerous interpretive panels along its 34km length.



Brice Hill Lodge, immediately alongside the Riesling Trail, sees a benefit in advertising its upcoming sale to trail users – an indication that proximity to a rail trail is regarded by many as an added advantage and adding to the value of the property (as studies have indicated).



Wineries immediately alongside the Riesling Trail in South Australia see no need to erect fences between the vineyards and the rail trail, as evidence from that (and other rail trails) shows that trespass and theft and other commonly perceived problems do not eventuate.



The Murray to the Mountains Rail Trail in Victoria, a sealed rail trail, enables users to appreciate the beautiful landscapes of this part of Victoria. The sealed surface enables use by all types of bicycles and other small-wheeled vehicles (such as wheelchairs, prams, gophers, skateboards, etc), as well as walkers.



The Murray to the Mountains Rail Trail has a Code of Conduct sign board at regular intervals along the trail ensuring that all trail users are aware of their rights and responsibilities. An improved signage system could be derived using pictograms, although the use of 'wordy' signs is probably a legal requirement.



The Railway Reserves Heritage Trail in Mundaring (a rail trail established in the 1970's) accommodates all three non-motorised trail user groups (cyclists, walkers and horse riders). Local businesses benefit greatly from this very popular and incident free rail trail.



The Rail Trail in Margaret River, Western Australia, also advertises the proximity of local accommodations, cafes, wineries and other points of interest to rail trail users.



The Shiraz Trail in the McLaren Vale in South Australia has operated for many years and runs alongside numerous residences – with negligible reports of trespass, theft, vandalism and other crimes. Neighbours feel no need to install fences.



Individuals, community groups, schools and local businesses have adopted every mile of the Row River Rail Trail in Oregon, USA – as is typically found along many rail trails in the USA.



It is apparent that rail trail use and farming use can co-exist on the rail trail between Collie and Darkan. Sheep graze this paddock, which is in fact part of the railway corridor. Self-closing gates can be used in such situations to ensure that gates are not inadvertently left open and stock do not escape.



Grids are commonly used on rail trails at fence lines and property boundaries to prevent stock from escaping, but still allowing the passage of cyclists and walkers. This example is from the Otago Central Rail Trail in New Zealand. Similar examples can be found on the High Country Rail Trail in Northern Victoria.



Landholders have expressed a desire to move stock (and machinery) across the rail corridor if the trail is built. Several possible solutions exist.

On the Port Fairy Warrnambool Rail Trail (Victoria), cross-gates are open to the trail user (above) and are only closed to the trail when stock are moved across in a mob.



The underpasses on the Tumbarumba Rosewood Rail Trail were designed by the Rail Trail Committee and work in certain locations (in significant cuttings) – they are an expensive option but have proved very popular with landholders on the trail.

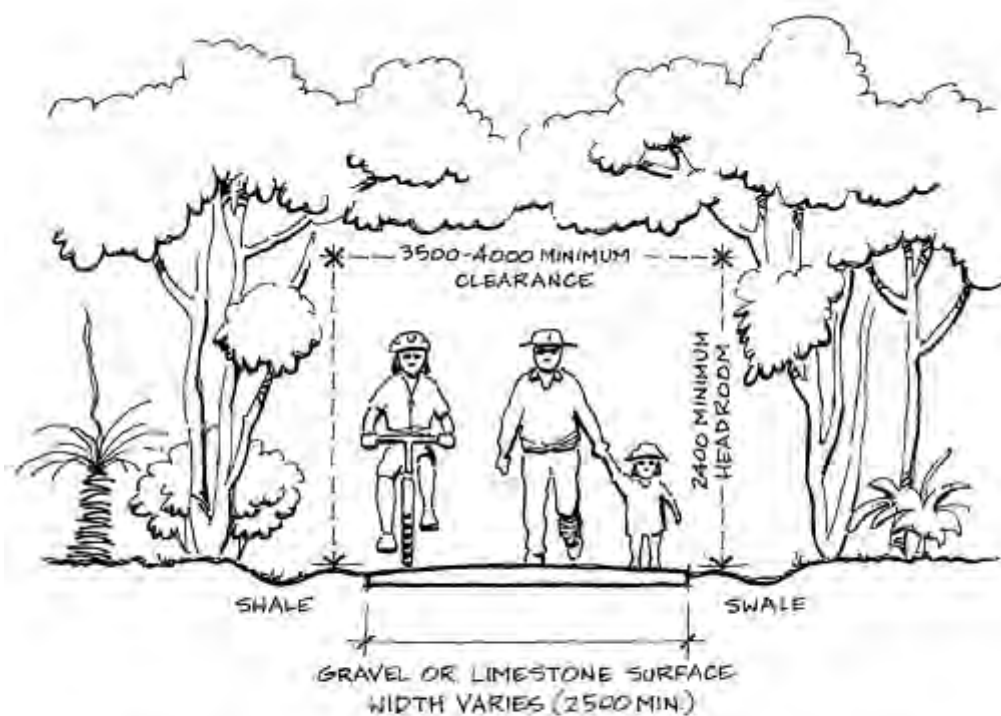


An option for managing the corridor beyond the trail is to fence a narrower trail corridor and allow adjoining landholders to graze the “excess” corridor. In both examples above, the original railway corridor boundary fence has also been retained (on the left hand side) on the Amy Gillett Rail Trail (left) and on the right side on the Port Fairy Rail Trail (below left).

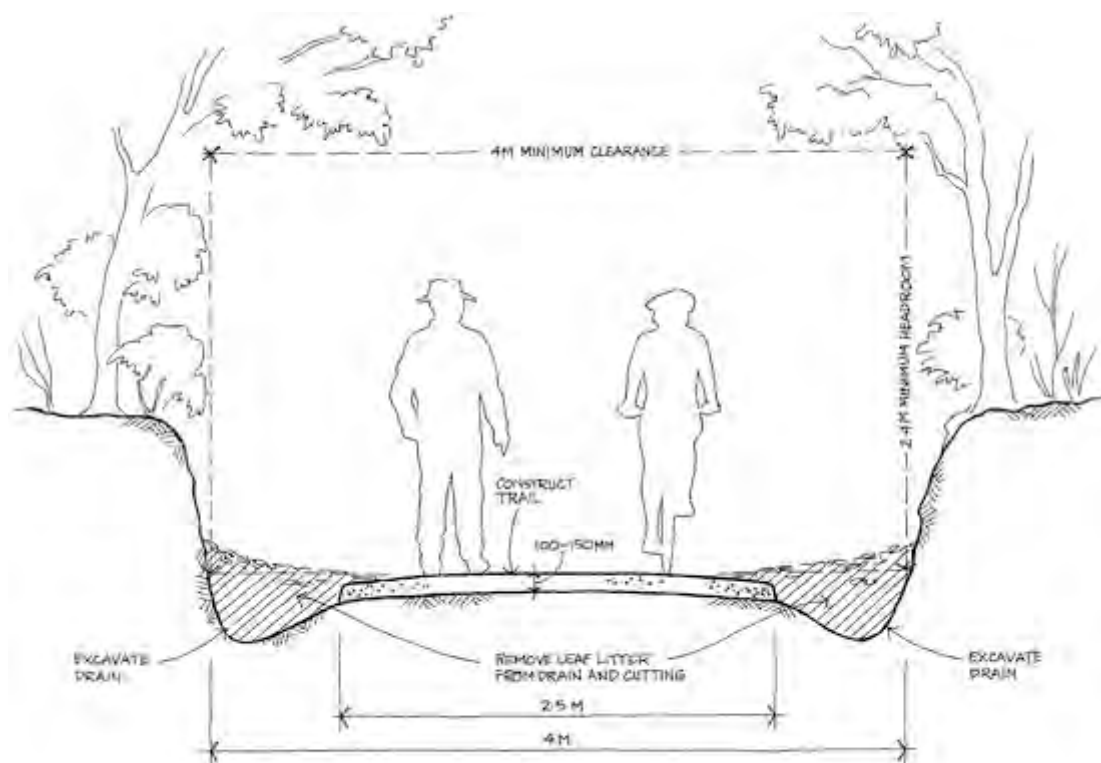


APPENDIX 3

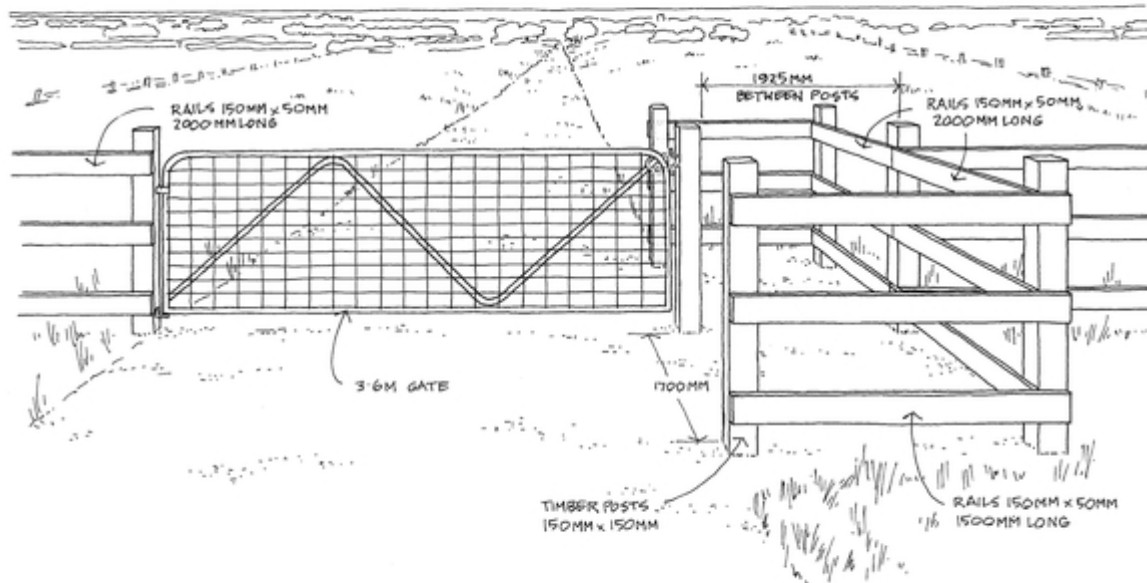
CONSTRUCTION DRAWINGS AND CROSS SECTIONS



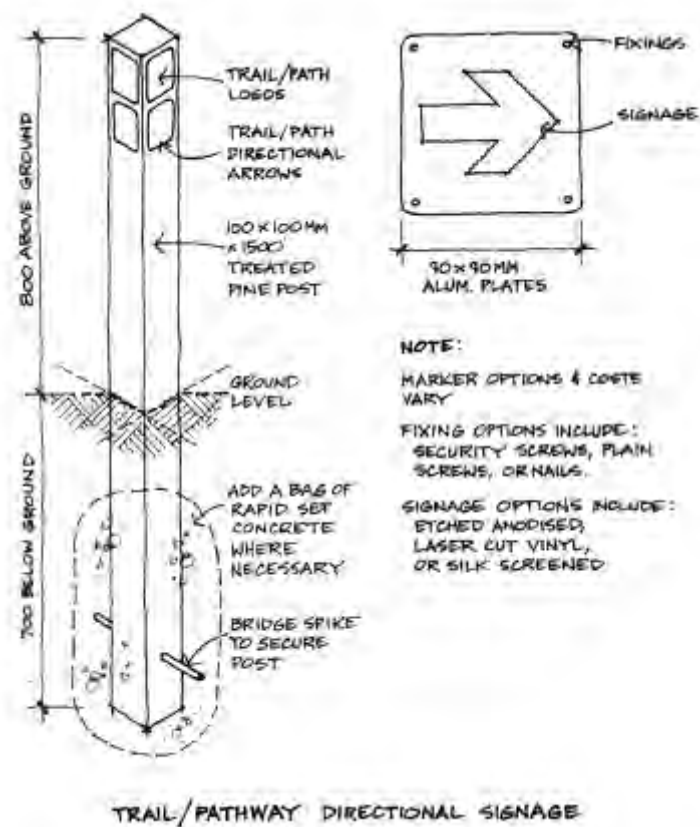
SHARED USE TRAIL - GENERAL CHARACTERISTICS

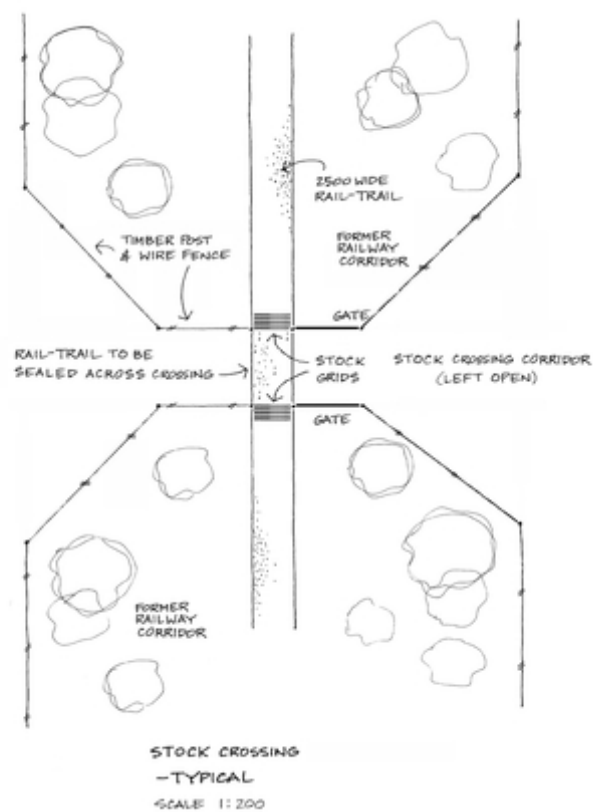
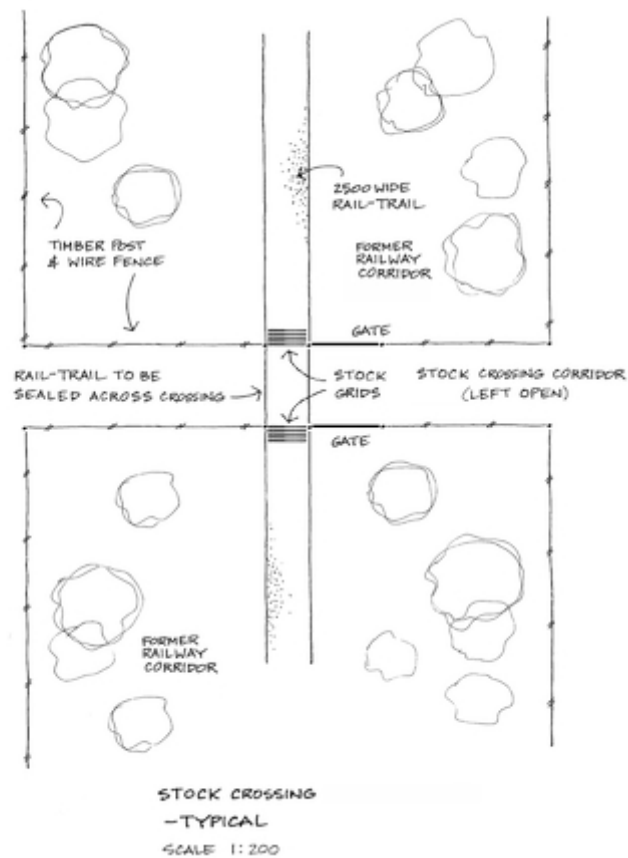


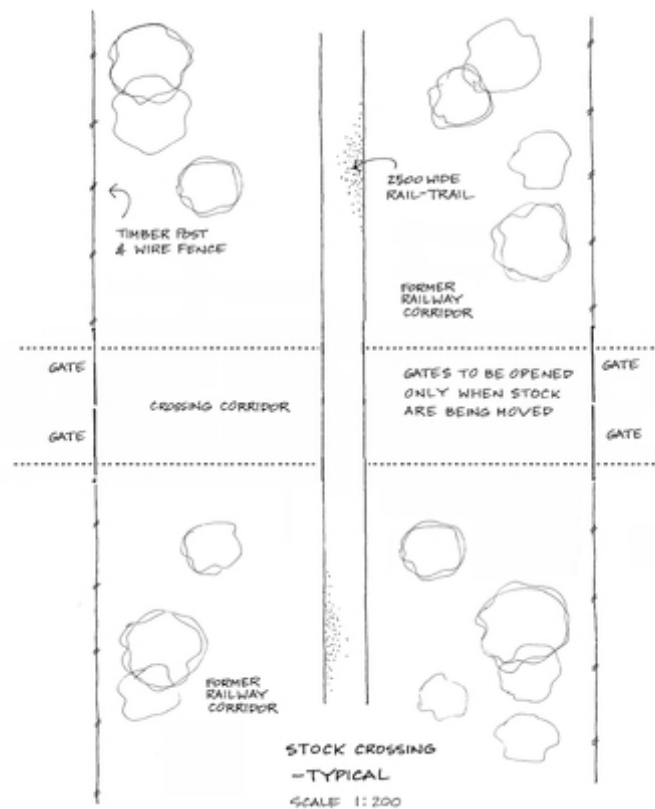
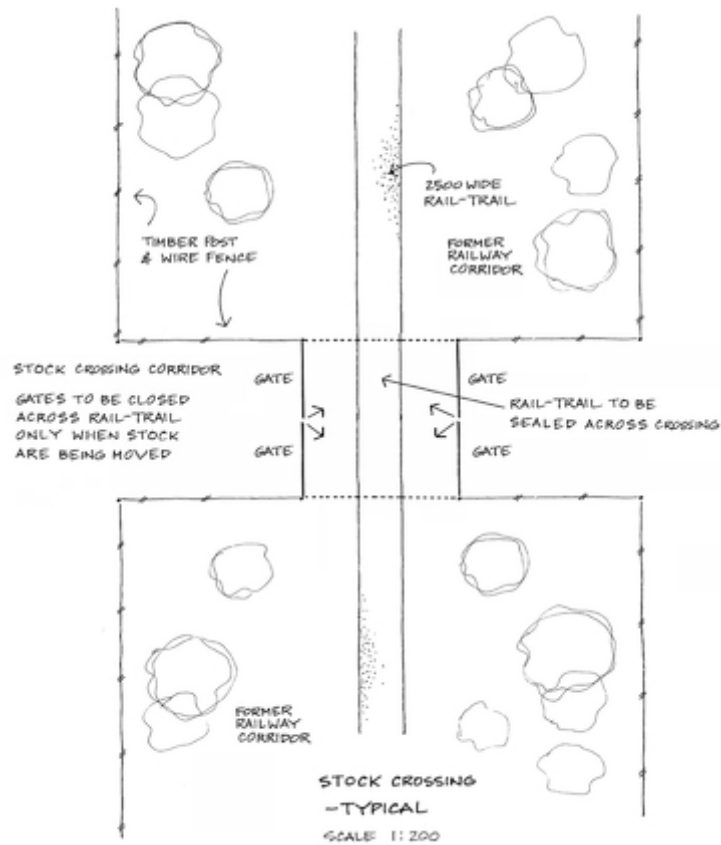
RAIL TRAIL - GENERAL CHARACTERISTICS - EXCAVATE DRAIN



TYPICAL MANAGEMENT ACCESS GATE AND CHICANE







APPENDIX 4

PLANS OF THE PROPOSED RAIL TRAIL



An example of minor clearing required



Isolated large regrowth tree on formation



New fencing will be required in some locations



Bridge 7 - approximately 25 metres



Existing trails through Gnarojin Park



One of several minor roads to be crossed



Overgrown cutting east of Cooraminning Rd







Shared path along Williams River in Williams



Bridge 3 - approximately 50 metres



Bridge 4 - approximately 25 metres



Regrowth along disused railway formation



Bridge 2 - approximately 15 metres



Existing, parallel tracks could be used

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

10th September 2024

Mr Dale Stewart
Chief Executive Officer
Shire of Narrogin
PO Box 1145
NARROGIN WA 6312

To Whom It May Concern

Re: Formal Objection to the Narrogin-Williams Rail Trail Study

Dear Sir/Madam,

We, [REDACTED]
[REDACTED] are writing to formally express our vehement opposition to the proposed Narrogin-Williams Rail Trail. We have been residents of Narrogin for 30 years, during which time we have cultivated and maintained our property with diligence and care. The introduction of this rail trail poses a series of unacceptable risks and challenges, which are detailed below:

1. Fire Risk and Liability

The land surrounding our property has been neglected and is highly susceptible to fires. To mitigate these risks, we have previously secured permission from Westrail (Public Transport Authority) to run livestock on this land. The potential for reckless public behaviour, such as discarding cigarette butts, during fire bans is alarming and could lead to catastrophic fires. Such incidents would not only endanger our property but could also impose significant financial liabilities on the Shire of Narrogin for damage to our crops, livestock and fencing.

2. Unfeasibility of Construction and Maintenance

The logistical challenges associated with reconstructing damaged or removed bridges and maintaining access through our property render this project unfeasible. The operational disruptions and financial costs involved are untenable.

3. Security and Livestock Welfare

The proposed trail will inevitably lead to unauthorized intrusion into our paddocks, causing distress and potential harm to our livestock. The erosion of our privacy and security is unacceptable. The prospect of unrestricted public access at all hours threatens our sense of safety and well-being.

4. Increased Risks and Safety Concerns

The trail's potential to attract motorbikes and other unauthorized vehicles exacerbates safety concerns and noise disturbances. Furthermore, the risk of unsupervised access to our property in our absence poses a serious security threat.

5. Environmental Impact

The environmental damage resulting from the trail's construction would be severe, involving extensive clearing of vegetation and disruption of local ecosystems. Such ecological harm is both unacceptable and irreparable.

6. Emergency Response Concerns

There are serious doubts about whether emergency services will be able to efficiently access the trail in the event of medical emergencies, which could jeopardize public safety.

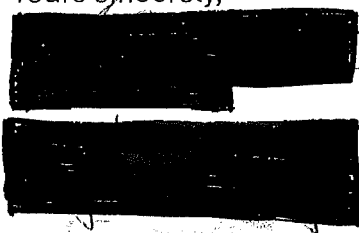
7. Biosecurity Risks

The introduction of the trail poses significant biosecurity risks, potentially affecting the health and safety of our livestock and the surrounding environment.

In light of these pressing concerns, we categorically oppose the continuation of the Narrogin-Williams Rail Trail project. We demand that our objections be fully considered and that we be kept informed of all subsequent developments and decisions regarding this matter. Any proceeding with this project without addressing these critical issues will be met with strong legal objection.

Thank you for your prompt attention to this urgent matter.

Yours sincerely,

The signature and contact information are redacted with black boxes.

7:44 PM – The Shire President and Cr McNab returned to the Chamber.

7:44 PM – The Shire President resumed the Chair.

Cr McNab declared an Impartiality Interest.

10.3.6 SPONSORSHIP SUPPORT FOR NARROGIN JETSPRINT CLUB INC EVENT

File Reference	2.6.2
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interests that requires disclosure.
Applicant	Nil
Previous Item Numbers	Nil
Date	15 November 2024
Author	Regina Razumovskaya – Community & Economic Development Coordinator
Authorising Officer	Dale Stewart – Chief Executive Officer
Attachments 1. Sponsorship request letter from Narrogin Jetsprint Club Inc 2. Certificate of Public Liability Insurance for Narrogin Jetsprint Club Inc 3. Request to pump water 4. Total budget	

Summary

This report seeks the Council's resolution to approve a sponsorship commitment to the Narrogin Jetsprint Club Inc. for their event on 7 and 8 December 2024 at Archibald Park, Narrogin. The sponsorship would consist of a cash contribution of \$2,500 and in-kind support valued at \$1,000, to be drawn from the Council's budgeted matching sponsorship and events budget (GL # 2110821).

The Narrogin Jetsprint Club has provided the necessary Public Liability (PL) Insurance Certificate and is expecting an approximate crowd of 500+ attendees for this inaugural event under this club's management. This will be the second event in recent decades, following a successful event held in 2021, under the jurisdiction of the West Coast Jetsprint Club.

Background

The Narrogin Jetsprint Club Inc. has approached the Shire of Narrogin for sponsorship to support their event at Archibald Park on the 7 and 8 December 2024. The club is seeking \$2,500 in cash and in-kind support worth \$1,000 for the event, which will attract significant public interest. The total event costs are \$5,480.

Additionally, the Narrogin Jetsprint Club Inc. has formally requested permission to pump some water from the Railway Dam for the event to top up the water levels. At the conclusion of the event, all water extracted plus the existing water within Archibald Park, will be pumped into the Railway Dam, bringing the water levels to a state higher than currently, and all environmental advice and procedures from the Administration will be strictly followed pursuant to the lease.

The Club has advised that they intend to do more track maintenance following the event, hence the desire of the Club to pump the existing water from Archibald Park into the Railway Dam, which will have a temporary beneficial effect on amenity and water levels in that dam.

Officers are of the view that the water within the existing Park will be of a similar or better quality to that which currently exists in the Railway Dam and the increased volume will increase turbidity and aeration (a positive). The previous time that this was undertaken in 2021, the results were indeed beneficial to Railway Dam and had no detrimental effect on flora, fauna or aquatic life.

This notwithstanding, the Administration will perform a water analysis via sampling of the three (3) bodies of water (Railway Dam North and South and also Archibald Park) pre and post the event, to inform future activities and provide a benchmark.

This event aims to promote jet sprinting as an exciting water sport and enhance community engagement. The event is ticketed to comply with the PL insurance requirements, with tickets priced as follows:

- Adult: \$20 for a one-day pass, \$35 for a two-day pass;
- Child: \$5 for a one-day pass, \$10 for a two-day pass; and
- Family: \$50 for a one-day pass, \$80 for a two-day pass.

The Club has advised that they have negotiated an agreement with the Lions Club of Narrogin with respect to managing parking.

The arrangement is that parking fees, set at \$5 per vehicle, (presumably on Railway Dam) will be collected by the Narrogin Lions Club, who will be assisting with event operations on the day. The Administration foresees some issues in relation to this, particularly where it relates to parking on the Shire's Public Recreation Reserve (Railway Dam), if for example, patrons wish to use Railway Dam and not attend the event. The Club and the Lions Club will need to exercise some caution and discretion, it is predicted, and the two Clubs will be informed of this concern. The strategy of the two Clubs making such an arrangement is indeed admirable but has some inherent risks.

The West Coast Jetsprint Club has successfully held a 'renewal' event in 2021, during COVID, with approximately 500 people attending that event. The anticipated crowd for this year is 500+ people, demonstrating the potential for positive economic impact and increased visibility for the local community.

Consultation

Consultation has occurred with the Narrogin Jetsprint Club Inc. regarding their event details and the sponsorship requirements. The Public Liability Insurance certificate has been reviewed by the Shire's officers. There has been no consultation with other parties, as this event is within the scope of supporting local sports and community activities, which aligns with the Shire's objectives.

Internal consultation has occurred with the following staff members:

- Chief Executive Officer;
- Coordinator Community and Economic Development;
- Manager Community Services; and
- Senior Ranger.

Statutory Environment

The Environmental Protection Act 1986, Noise Regulations 1997, relates to the fact that the event has sought an exemption for the two days.

There are no specific statutory obligations that apply to this sponsorship request. The Shire's policy on community sponsorship will guide the decision-making process.

Policy Implications

The sponsorship request aligns with the Shire's current policy on supporting local events, community engagement and economic development. The event will foster local tourism and recreation opportunities, which contribute to the Shire's strategic goals.

Sustainability & Climate Change Implications

Environmental – The only environmental impacts, all of which are proposed to be managed, that are anticipated from the event relate to:

- Water amenity and quality at Railway Dam; and
- Noise during daylight hours on both dates.

Economic - The event will provide an opportunity for increased local spending as participants and spectators are expected to attend from surrounding areas, promoting local businesses and services, including sharing some revenues through the utilisation of local service clubs such as Narrogin Lions Club and Narrogin SES..

Social - The event will offer a unique recreational experience, fostering community engagement and contributing to the local social fabric.

Financial Implications

The sponsorship commitment will total \$3,500 (\$2,500 in cash and \$1,000 in-kind support). The amount will be funded from the Council's Matching Sponsorship and Events Budget (GL # 2110821).

This expenditure is in line with the budget allocated for such community events and does not impact future financial years.

Strategic Implications

Shire of Narrogin Strategic Community Plan 2017-2027:	
Strategy:	1.1.2 Promote Narrogin and the Region
Outcome:	1.2 Increased Tourism
Outcome:	2.3 Existing strong community spirit and pride is fostered, promoted and encouraged
Strategy:	2.3.2 Engage and support community groups and volunteers
Strategy:	2.3.3 Facilitate and support community events

Risk Implications

Risk	Risk Likelihood	Risk Impact / Consequence	Risk Rating	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
The event is poorly managed.	Unlikely (2)	Moderate (3)	Medium (5-9)	Management of Facilities, Venues, Events and Services	Risk Management Plan
Accidents or Injuries may occur to participants or spectators.	Unlikely (2)	Extreme (5)	High (10-16)	Management of Facilities, Venues, Events and Services	Risk Management Plan and Public Liability Insurance of the Organiser

Risk Matrix

Consequence		Insignificant	Minor	Moderate	Major	Catastrophic
Likelihood		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives; work health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating of six (6) and 10 have been determined for these items. Any items with a risk rating of 10 or greater (considered to be high or extreme risk) will be added to the Risk Register, and any item with a risk rating of 16 or greater will require a specific risk treatment plan to be developed.

Comment/Conclusion

The Narrogin Jetsprint Club Inc.'s event on 7th and 8th December 2024 presents an opportunity for the Shire to support a local sporting event that promotes tourism, recreation, and community engagement. Given the events previous success, the expected attendance, and the provision of required insurance, it is recommended that the Council approve the requested sponsorship of \$2,500 in cash and note the \$1,000 in-kind support already provided.

Voting Requirements

Simple Majority

OFFICERS' RECOMMENDATION & COUNCIL RESOLUTION 271124.08

Moved: Cr Broad

Seconded: Cr Fisher

The Executive Manager Development & Regulatory Services left the Chamber at 7:48 PM.

The Executive Manager Development & Regulatory Services returned to the Chamber at 7:51 PM.

That with respect to the sponsorship support for the Narrogin Jetsprint Club Inc. event at Archibald Park on 7 and 8 December 2024, Council resolves to:

- 1) Approve a sponsorship commitment of \$2,500 in cash and \$1,000 in-kind support to the Narrogin Jetsprint Club Inc. for their event, to be funded from the Shire's Matching Sponsorship and Events Budget (GL # 2110821);
- 2) Approve the request to pump water from Railway Dam, with the condition that water levels will be restored to its original levels or higher, immediately following the event, in accordance with the lease, environmental guidance and conditions that the Chief Executive Officer may deem fit; and
- 3) Request the Chief Executive Officer to inform the Club that discretion will be required in managing and charging for Car Parking in the manner proposed.
- 4) Note that the Chief Executive Officer has also used his authorisation to waive the \$1,000 fee for exemption pursuant to the Environmental Protection (Noise) Regulations 1997 as further in-kind support.

CARRIED 7/0

For: President Ballard, Cr Broad, Cr Fisher, Cr Bartron, Cr Pomykala, Cr Wiese, Cr McNab

Against: Nil



27th October 2024

NARROGIN SHIRE COUNCIL
80 WILLIAM ROAD
NARROGIN 6312

Dear Dale,

I hope this letter finds you well. I am writing on behalf of the newly established Narrogin Jetsprint Club, which is excited to host our inaugural event on December 7th and 8th, 2024. This event aims to promote jet sprinting as an exhilarating water sport and foster community engagement.

To successfully launch this event, we are seeking a sponsorship contribution of \$2,500. These funds will be used to cover essential costs, including safety equipment, promotional materials, and logistical support. Your generous support would not only help us ensure a safe and successful event but also contribute to the local economy by attracting participants and spectators from surrounding areas.

We believe this event will highlight our community's commitment to promoting sports and recreational activities while providing a unique experience for both locals and visitors. We would be thrilled to recognize your support through event signage, promotional materials, and public announcements during the event.

Thank you for considering our request. We would greatly appreciate the opportunity to discuss this further and explore how we can collaborate for the benefit of our community.

Sincerely,

Simone Cain

NJSC (Secretary) on behalf of
Simon Cain
President
0418 913 164
narroginjetsprint@gmail.com

DUAL

CERTIFICATE OF INSURANCE

CLASS OF BUSINESS: General Liability

POLICY NUMBER: AU00067228-000

POLICYHOLDER: Narrogin Jetsprint Club Inc

BUSINESS: Office Administrator / Virtual Assistant

INSURANCE PERIOD: From 4:00 pm on 08/01/2024 to 4:00pm 8/01/2025
Australian local time in the State or Territory where this **policy** was purchased

INDEMNITY LIMIT:
Public Liability
 \$20,000,000 any one **occurrence**
Products Liability
 \$20,000,000 in the aggregate during any one **insurance period**

DEDUCTIBLE: \$2,500

INSURER: DUAL Australia Pty Limited for and on behalf of certain underwriters at Lloyd's

UNIQUE MARKET REFERENCE: B0180PNF2301382

INTERESTED PARTIES: Nil

SIGNATURE:



Damien Coates – Chief Executive Officer, DUAL Asia Pacific
 DUAL Australia Pty Ltd is an agent underwriting for and on behalf of certain underwriters at Lloyd's.
 For detail in relation to Lloyd's Ratings, please visit www.lloyds.com for more information.

DUAL Australia Pty Limited
dualenquiries@dualaustralia.com.au
www.dualaustralia.com.au
 Part of DUAL International Group



Please note

This Certificate is issued subject to the policy's terms and conditions and by reference to the insured's declaration. The information set out in this Certificate is accurate as at the date of signature and there is no obligation imposed on the signatory to advise of any alterations. The issue of this Certificate imparts no obligation on the insurer to notify any party relying on it should the policy later be cancelled or altered for any reason. This Certificate is issued as a matter of information only and confers no rights upon the certificate holder.

14th November 2024

NARROGIN SHIRE COUNCIL
80 WILLIAM ROAD
NARROGIN 6312



Dear Dale,

Subject: Request for Permission to Pump Water from Railway Dam for Jetsprint Event on 7th & 8th December 2024

I hope this letter finds you well. I am writing to formally request permission to pump water from Railway Dam for our upcoming Jetsprint event, which is scheduled to take place on 7th and 8th December 2024.

As part of our event preparations, we require water from the dam to ensure that the course is suitable for the competition. The water will be pumped at a controlled rate and, as per the terms outlined in our lease agreement, we will ensure that the water is returned to the dam within the specified time frame.

Additionally, at the conclusion of the event, we will pump all water from the track back into the dam—not only the water that was initially borrowed—ensuring that the dam's water levels are restored to their original state. We are fully committed to minimizing the environmental impact and maintaining the integrity of the dam's water resources throughout the event.

We understand the importance of preserving the local ecosystem, and we will work closely with relevant authorities to ensure all procedures are followed in accordance with environmental guidelines.

If there are any specific conditions or requirements that the Council would like us to meet in relation to this request, please do not hesitate to inform us. We are committed to adhering to all necessary protocols and ensuring that the event proceeds smoothly and responsibly.

Thank you for considering our request. We look forward to your approval and appreciate your continued support of local events. Please feel free to contact me at any time if you require further information or clarification.

Sincerely,

Simone Cain

NJSC (Secretary) on behalf of
Simon Cain: President
0418 913 164 narroginjetsprint@gmail.com



14th November 2024

NARROGIN SHIRE COUNCIL
80 WILLIAM ROAD
NARROGIN 6312

Dear Anna and Regina,

As per our pre-event meeting, please find a list of current planned expenses for our event which is to be held on Saturday 7th December and Sunday 8th December 2024. We hope the Narrogin Shire will assist us with our request for in-kind support.

Wrist tags for spectators, officials and pit access	\$250
Ambulance	\$1600
Commentators x2 @\$500 each	\$1000
SES Safety Crew Voluntary donation	\$500
Volunteer & officials' lunch & drinks (water)	\$500
Posters & Signage	\$640
Toilets	\$990
Breathalyzer	\$150
Total	\$5480

Thank you for considering our request. We would greatly appreciate the opportunity to hold our event within your community.

Sincerely,

Simone Cain

NJSC (Secretary) on behalf of
Simon Cain
President
0418 913 164

narroginjetsprint@gmail.com

10.4 OFFICE OF THE CHIEF EXECUTIVE OFFICER

10.4.1 ST JOHN AMBULANCE AUSTRALIA (WA) LTD - REQUEST FOR SUBLETTING OF PORTION OF RESERVE 47304 GORDON STREET, NARROGIN

File Reference	A105188
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interest that requires disclosure.
Applicant	Nil
Previous Item Numbers	Nil
Date	12 November 2024
Author	Dale Stewart - Chief Executive Officer
Authorising Officer	Dale Stewart - Chief Executive Officer
Attachments 1. Head Lease Agreement (Appendix 1) 2. Proposed Land Parcel Map (Appendix 2)	

Summary

The purpose of this report is to seek Council's resolution to approve the subletting of a portion of Reserve 47304, as outlined in Appendix 2, to St John Ambulance Australia (WA) Ltd for the development of a District Sub Centre Ambulance Station, with an anticipated construction timeline of approximately 2027. This subletting is requested under the terms of the existing lease (Appendix 1), which is between the FES (Fire & Emergency Services) Ministerial Body as the landlord and the Shire of Narrogin as the tenant. The proposed area for subletting is approximately 3,252 m² of Lot 812 on Deposited Plan 425276. Approval from the Minister for Lands is required to finalise this subletting arrangement. Additionally, the report seeks the Council's agreement to the principle of acquiring a management order over the sublet area or, alternatively, purchasing it freehold from the Crown, subject to further approvals from FES and the Minister for Lands.

Background

This request arises from discussions between the Shire of Narrogin and St John Ambulance Australia (WA) Ltd regarding the need for a larger ambulance station within the district. The land in question is part of Reserve 47304, which is currently leased by the Shire of Narrogin from the FES Ministerial Body. This lease includes a provision under clause 12.1 that allows for subletting, subject to the Minister for Lands' approval.

The proposed subletting will facilitate the construction of a District Sub Centre Ambulance Station on a portion of the reserve, meeting the operational needs of St John Ambulance and improving emergency service accessibility in the region. The anticipated construction is scheduled for around 2027, with an estimated value of \$5 million.

The Council has previously discussed the importance of strengthening emergency service infrastructure in the region, and this proposal aligns with the broader goals of improving public safety and health services. The lease also includes provisions for potential future management of the site or acquisition of freehold ownership, providing the Shire and St John Ambulance with flexibility for long-term planning.

Consultation

The following consultations were undertaken to inform this report:

Internal Consultations:

- Executive Team: Discussions were held regarding the implications of the subletting and the potential long-term benefits for the Shire.
- Planning Department: Advice was sought on zoning and land use issues relating to the proposed subletting.

External Consultations:

- St John Ambulance Australia (WA) Ltd: The proposed subletting arrangement and their requirements for the ambulance station were discussed.
- Department of Planning, Lands and Heritage (DPLH): Advice was made regarding the approval process under the Land Administration Act 1997.

The consultation confirms that the proposal is in line with existing land-use plans and zoning regulations.

Statutory Environment

Aside from the head lease, the statutory requirements that apply to this report include:

- Land Administration Act 1997, Section 18: Approval is required from the Minister for Lands for the subletting of land that falls under the management of a Ministerial Body.
- Fire and Emergency Services Act 1998 (WA): Governs the management of lands leased by the Fire and Emergency Services Authority of Western Australia, including Reserve 47304.
- Shire of Narrogin Local Laws: As applicable to land use, subletting, and municipal management.
- Local Government Act 1995, Section 3.58: This section governs the disposition of local government property, with a specific exemption under Section 3.58 (5) and Regulation 30 (2)(b) of the Local Government (Functions and General) Regulations 1996 for land disposed to a body with charitable, benevolent, religious, cultural, educational, recreational, sporting, or other like purposes, where the members of the body do not receive pecuniary profit from the body's transactions. The Shire is of the belief that the subletting is exempt under this regulation, combined with the fact that the land is strictly designated for emergency services use.

Policy Implications

There are no current policies specific to this subletting arrangement; however, this proposal aligns with the Council's broader objectives of supporting emergency services and infrastructure development in the Shire.

Sustainability & Climate Change Implications

Environmental - The development of the ambulance station will involve careful site management to ensure minimal impact on the environment. No significant environmental risks have been identified.

Economic - This proposal supports the local economy by improving emergency services infrastructure, which is essential for the community's long-term health and safety.

Social - The establishment of an ambulance station will enhance emergency response capabilities, benefiting the health and safety of local residents and volunteerism and volunteer retention.

Financial Implications

The cost to the Shire for administering this subletting arrangement is expected to be minimal, with no significant budgetary impact. The lease payments for the property are set at \$1.00 per annum (on demand). However, should the Shire pursue a management order or freehold acquisition in the future, there may be associated costs that will be assessed at that time, payable by the beneficiary (sub-lessee).

Strategic Implications

The proposed subletting (to St John Ambulance) was always intended, with the Shire obtaining the broader balance of the reserve from FES with a lease only in May 2024 (Resolution 220524.12). the sub-lease is consistent with the Shire retaining the land it requires for the development of colocation of its volunteer State Emergency Service (SES) and volunteer Bush Fire Service (BFS), which is subject to State Government funding through the Emergency Services Levy (ESL) funding.

Shire of Narrogin Strategic Community Plan 2017-2027:	
Outcome:	1.1 Growth in revenue opportunities
Outcome:	2.2 Build a healthier and safer community

Risk Implications

Risk	Risk Likelihood	Risk Impact / Consequence	Risk Rating	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
The risks associated with this proposal are considered low. The primary risk involves delays in obtaining approval from the Minister for Lands, which would delay construction. However, with the required approvals, this risk is mitigated. The Shire will continue to work closely with all relevant parties to ensure timely progress.	Rare (1)	Moderate (3)	Low (1-4)	Compliance Requirements	Accept Officer Recommendation

Risk Matrix

Consequence		Insignificant	Minor	Moderate	Major	Catastrophic
Likelihood		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives; work health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating of three (3) has been determined for this item. Any items with a risk rating of 10 or greater (considered to be high or extreme risk) will be added to the Risk Register, and any item with a risk rating of 16 or greater will require a specific risk treatment plan to be developed.

Comment/Conclusion

The proposal to sublet a portion of Reserve 47304 to St John Ambulance Australia (WA) Ltd presents an opportunity to improve emergency service infrastructure in the Shire of Narrogin. The development of an ambulance station will enhance public safety and emergency response capabilities. The proposed subletting arrangement is in compliance with the terms of the lease with the FES Ministerial Body and subject to necessary approvals.

It is recommended that the Council approve the request for subletting and the principle of obtaining a management order or purchasing the land from the Crown, subject to the necessary approvals.

Voting Requirements

Simple Majority

OFFICERS' RECOMMENDATION & COUNCIL RESOLUTION 271124.09

Moved: Cr Pomykala

Seconded: Cr Fisher

That with respect to the request for subletting a portion of Reserve 47304 Gordon Street for the development of a District Sub Centre Ambulance Station, Council:

- 1) Note that the Shire is of the belief that the subletting is exempt under Section 3.58(5) of the Local Government Act 1995, and Regulation 30(2)(b) of the Local Government (Functions and General) Regulations 1996 as the land is being disposed of (sub-leased) to a body with charitable and / or emergency service purposes, and members of the body are not entitled to pecuniary profit from its transactions and that there are no other likely beneficiaries of a sub-lease that comply with the emergency services purposes of the land and management order;
- 2) Approve the subletting of approximately 3,252 m² of Lot 812 on Deposited Plan 425276 to St John Ambulance Australia (WA) Ltd, subject to the necessary approvals from the FES Ministerial Body and Minister for Lands;
- 3) Agree to the principle of obtaining a management order or purchasing freehold from the Crown for the sublet portion of the land subject to all necessary outlays being born by the sub-lessee; and
- 4) Authorise the Shire President and Chief Executive Officer to sign and affix the common seal to the exercise of a sub-lease, commencing indicatively 1 January 2025 and expiring 30 June 2045 (to coincide with the Shire's own lease), subject to being consistent with the report considered by the Council on 27 November 2024 and in the form approved by the lessor and Minister for Lands and obtaining FES Ministerial Body and Minister for Lands approvals, as necessary.

CARRIED 7/0

For: President Ballard, Cr Broad, Cr Fisher, Cr Bartron, Cr Pomykala, Cr Wiese, Cr McNab

Against: Nil



MURFETT LEGAL

PROFESSIONALISM. UNDERSTANDING. RESULTS.

FES MINISTERIAL BODY

- and -

SHIRE OF NARROGIN

**NARROGIN
NARROGIN SES
[SHORT FORM LEASE]**

(VF)

© Murfett Legal 2024 – All rights reserved

N. B. KC

LEASE made 11th Day of July

2024

BETWEEN:

The party named in Item 1 of the Schedule ("the Landlord");
and
The party named in Item 2 of the Schedule ("the Tenant").

AGREEMENT

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this Lease:

- 1.1.1. **Australian Property Institute** means the Australian Property Institute (Inc.) Western Australian Division;
- 1.1.2. **Authority** includes any governmental or public authority of any kind;
- 1.1.3. **Building** means the buildings situated on and forming part of the Premises or any future buildings constructed by the Tenant thereon and any Landlord's Property;
- 1.1.4. **Commencement Date** means the date specified in Item 5 of the Schedule;
- 1.1.5. **Environmental Laws** means all laws regulating or otherwise relating to the environment including laws relating to land use, planning, heritage, pollution, contamination, public and occupational health and safety, or any other aspect of protection of the environment;
- 1.1.6. **Expiry Date** means the date specified in Item 5 of the Schedule;
- 1.1.7. **Land** means the land described in Item 3 of the Schedule;
- 1.1.8. **Landlord** includes:
 - 1.1.8.1. in the case of a person, that person's executors, administrators and assigns; and
 - 1.1.8.2. in any other case, the Landlord's successors and assigns;
- 1.1.9. **Landlord's Property** means the plant, equipment, fixtures, fittings and any other Landlord's property at the Premises (if applicable);
- 1.1.10. **Managing Agent** means any agent appointed by the Landlord to manage the Premises;
- 1.1.11. **Official Requirement** means any requirement, notice, order or direction properly given by any Authority;
- 1.1.12. **Outgoings** has the meaning set out in Annexure "A";
- 1.1.13. **Premises** means the premises described in Item 4 of the Schedule;
- 1.1.14. **Property Council** means the Property Council of Australia Limited;
- 1.1.15. **Rates and Taxes** means shire rates, water rates and land tax (calculated on the basis that the Land is the only land owned by the Landlord);
- 1.1.16. **Rent Commencement Date** means the date stated in Item 7 of the Schedule;
- 1.1.17. **Schedule** means the schedule at the back of this Lease;
- 1.1.18. **Services** means all gas, electricity, telephone, water, sewerage, fire prevention, ventilation, hydraulic and security services and all other services or systems available for the Tenant's use whether provided by the Landlord or any Authority;
- 1.1.19. **Tenant** includes the Tenant's successors and permitted assigns;
- 1.1.20. **Tenant's Employees** means each of the Tenant's employees, contractors and agents and those persons over whom the Tenant exercises control at the Premises;

1.1.21. **Tenant's Property** means the property of the Tenant brought onto, installed, constructed or erected at the Premises at any time during the Term (and includes any property acquired from a former occupier of the Premises);

1.1.22. **Term** means the term of this Lease stated in Item 5 of the Schedule.

1.2. Interpretation

In this Lease:

1.2.1. a reference to a statute, code or other written law includes State and Federal statutes, codes or other written laws and any regulations and other instruments under them and consolidations, amendments, re-enactments or replacements of any of them occurring at any time before or after the Commencement Date;

1.2.2. a reference to **law** includes any statute, rule, regulation, proclamation, ordinance or by-law, whether state, federal or otherwise;

1.2.3. a reference to the termination of this Lease includes the expiry of the Term; and

1.2.4. a reference to **rent** means the amount stated in Item 6 of the Schedule.

1.3. Schedule and appendices

All the provisions in the Schedule, the Annexure and any attachments or appendices at the back of this Lease are incorporated in and form part of this Lease. If there is any inconsistency between the terms of this Lease and any provision in the Schedule, then the provisions in the Schedule prevail.

1.4. Party preparing lease not to be disadvantaged

No rules of construction will apply to the disadvantage of a party on the basis that that party was responsible for the preparation of this lease or any part of it.

1.5. Governing law

This lease will be construed in accordance with and governed by the laws of Western Australia.

1.6. Entire Agreement

This Lease covers the whole of the agreement between the parties and no further or other covenants or provisions, whether in respect of the Premises or otherwise, will be considered to be implied or to arise between the parties by way of any collateral or other agreement.

2. GRANT

2.1. Grant

The Landlord leases to the Tenant and the Tenant takes a lease of the Premises for the Term commencing on the Commencement Date subject to the provisions of this Lease.

2.2. Quiet enjoyment

If the Tenant complies with the Tenant's obligations under this Lease, the Tenant may use the Premises without interruption or disturbance from the Landlord or any person claiming by, through or under the Landlord.

3. RENT

3.1. Rent

The Tenant must pay the rent to the Landlord annually in advance. The first instalment must be paid on the Rent Commencement Date and thereafter on the same date in each and every succeeding year of the Term clear of any deductions.

4. RATES AND TAXES AND OUTGOINGS

4.1. Payment of Rates and Taxes

4.1.1. The Tenant must pay to the Landlord all Rates and Taxes levied, assessed or imposed against the Landlord in relation to the Land, the Building or the Premises, or separately levied, assessed or imposed on the Premises, to the Landlord on demand.

4.1.2. If the Rates and Taxes are not separately levied, assessed or imposed, the Tenant must pay to the Landlord on demand the same proportion of the Rates and Taxes as the lettable area of the Premises (as certified by the Landlord) bears to the lettable area of the Land (as certified by the Landlord). This proportion will increase or decrease automatically with changes to the lettable area

of the Land.

4.2. Payment of Outgoings

- 4.2.1. In this Lease, **Lease Year** means each year commencing on 1 July and ending on the next 30 June. If this Lease commences between those dates, the period from the Commencement Date until the next 30 June is deemed to be a Lease Year and if the lease ends between those dates, the period from 1 July immediately before the date of the expiration or termination until that date is deemed to be a Lease Year.
- 4.2.2. If Outgoings are not separately levied, assessed or imposed, the Tenant must pay to the Landlord on demand the same proportion of the Outgoings as the lettable area of the Premises (as certified by the Landlord) bears to the lettable area of the Land (as certified by the Landlord). This proportion will increase or decrease automatically with changes to the lettable area of the Land.
- 4.2.3. The Tenant must pay any Outgoings separately levied, assessed or imposed on the Premises to the Landlord on demand.

5. SERVICES

5.1. Charges for Services

- 5.1.1. The Tenant must pay by the due date all charges for Services supplied to the Premises directly to the relevant supplier, or if the Landlord so directs, to the Landlord.
- 5.1.2. The Tenant acknowledges and agrees that the Tenant at its sole cost is responsible for arranging and maintaining the supply of services to the Premises (including the Building) at all times.

6. USE OF THE PREMISES

6.1. Permitted use

The Tenant may only use the Premises for the purpose of emergency services training centre.

6.2. Restrictions on use

The Tenant must not:

- 6.2.1. carry on any noxious or offensive trade or business at the Premises or in the Building;
- 6.2.2. cause any nuisance to occupiers of adjacent premises;
- 6.2.3. interfere with or obstruct the operation of or access to the Services or overload any Service;
- 6.2.4. use any facilities at or near the Premises or in the Building, including the toilets and drains, for any improper purpose;
- 6.2.5. sleep nor allow any person to sleep at the Premises or in the Building;
- 6.2.6. do or allow to be done at the Premises or in the Building anything which could overload the Services;
- 6.2.7. store any hazardous thing at the Premises or in the Building; or
- 6.2.8. breach any Environmental Laws.

6.3. Tenant's Risk

- 6.3.1. The Tenant occupies and uses the Premises at its own risk.
- 6.3.2. The Landlord is not liable for any damage or loss to any property or injury, illness or death of any person no matter how it happens except to the extent that the Landlord intentionally or negligently causes that damage, loss, injury, illness or death.

6.4. Security

The Tenant must use its best efforts to protect the Premises and the Building from theft and vandalism.

7. MAINTENANCE AND REPAIR

7.1. Repair of Premises

- 7.1.1. The Tenant must keep the Premises, the Building and the Landlord's Property in good repair and

condition at all times.

- 7.1.2. The Tenant at its sole cost (capital or otherwise) is responsible for any maintenance, replacement, renovation or repair of any nature (including structural maintenance, replacement, renovation or repair) to the Building.

7.2. Cleaning

The Tenant must keep the Premises clean and tidy at all times.

7.3. Tenant to Report

To the extent that they are known (or ought reasonably to be known) by the Tenant, the Tenant must give prompt written notice to the Landlord of any accident to or defect or lack of repair to any Service or fixtures, fittings, plant or equipment at the Premises that is likely to be or to cause any damage risk or hazard to the Premises or any person of which the Tenant is aware.

8. ALTERATIONS AND ADDITIONS

The Tenant must not without the Landlord's prior consent, which will not be unreasonably refused or delayed, alter or add to the Premises or the Building.

9. LEGAL OBLIGATIONS

9.1. Compliance with laws and Official Requirements

The Tenant at its cost must comply with and observe any law or Official Requirement concerning the Tenant's use or occupation of the Premises or the Building or the gender or number of persons at the Premises or the Building.

9.2. Compliance with requisitions of Authorities

For the avoidance of any doubt, the Tenant at its cost must perform and do all acts and things as are at any time during the Term required by any order or requisition of any Authority by reason of the nature of the business conducted by the Tenant at the Premises or by the number or sex of the persons engaged at or working at the Premises.

10. LANDLORD'S RIGHT TO ENTER THE PREMISES

10.1. Right to enter

The Landlord and its agents may after giving at least 2 business days' notice to the Tenant (or in an emergency, without notice) enter the Premises to do any one or more of the following things:

- 10.1.1. to inspect and / or examine the state of repair, order and condition of the Premises and / or the Building; or
- 10.1.2. to give or leave for the Tenant any notice under this Lease.

10.2. Minimise disruption

If the Landlord does anything permitted by the preceding clause the Landlord must not disrupt the Tenant's use of the Premises and must promptly make good any damage to the Tenant's Property caused by the Landlord.

11. TENANT'S RIGHTS IN RELATION TO ACCESS

The Tenant may have access to the Premises at all times provided the Tenant complies with the Landlord's reasonable requirements relating to safety and security in connection with access.

12. ASSIGNMENT AND SUBLETTING

12.1. Assignment and subletting permitted with prior consent

The Tenant may assign this Lease or sublet all or part of the Premises with the prior consent of the Landlord (such consent not to be unreasonably withheld) and the prior consent of the Minister for Lands.

12.2. Exclusion of Property Law Act

Sections 80 and 82 of the *Property Law Act 1969* are excluded.

12.3. Tenant to remain liable

The covenants and agreements on the part of any assignee or sub-tenant will be considered to be supplementary to this lease and will not in any way relieve or be treated as relieving the Tenant from its

obligations and liabilities under this lease.

13. INSURANCE AND INDEMNITY

13.1. Tenant's Insurance

13.1.1. The Tenant must, at all times during the Term and at the Tenant's expense, arrange and maintain for the Premises insurance cover in respect of General Liability (including Products Liability), Motor Vehicle Material Loss or Damage and Motor Vehicle Third Party Liability, Property and Business Interruption, Personal Accident – Voluntary Workers and Personal Accident – Work Experience and other insurance cover which the Landlord acting reasonably from time to time during the Term requires the Tenant to take out and maintain with an amount of cover as may be reasonably specified by the Landlord.

13.1.2. The Tenant must give the Landlord a copy of any certificate of currency or receipt the Landlord requests (acting reasonably) in relation to insurance which the Tenant is required to arrange and maintain.

13.1.3. The Tenant must pay to the Landlord or as directed by the Landlord from time to time on demand the amount of all premiums and any excess paid by the Landlord in respect of any insurances effected by the Landlord for the purposes of this lease, as an Outgoing.

13.2. Increase in premiums

If any premium for insurances taken out by the Landlord is increased because of the use of the Premises by the Tenant, or by any other reason, then the Tenant must pay to the Landlord the amount of that increase on demand.

13.3. Avoidance of Landlord's policy

If the Tenant does or permits anything to be done which invalidates or voids any insurance policy taken out by or for the benefit of the Landlord, then the Tenant is responsible for any damage or loss which the Landlord consequently suffers or incurs.

13.4. Payment of premiums

The Tenant must pay all premiums in respect of the insurance policies to be taken out by the Tenant under this lease to the appropriate insurer by the due date for payment.

13.5. Indemnity

The Tenant is responsible for and indemnifies the Landlord and the Minister of Lands against any liability resulting from:

13.5.1. any loss of or damage to property or any injury to or death of any person occurring at the Premises, the Building or the Land caused or contributed to by the Tenant or the Tenant's Employees wherever occurring; or

13.5.2. any reasonable action taken by the Landlord to remedy a default by the Tenant.

This indemnity does not apply to the extent that the liability is caused or contributed to by the Landlord or the Landlord's agents, contractors or employees or the Minister for Lands or any employee or agent of the Minister for Lands.

14. LANDLORD HAS NO OBLIGATIONS CONCERNING BUILDING

The Tenant acknowledges and agrees that the Landlord has no obligations of any kind regarding the structure or maintenance of the Building.

15. LANDLORD HAS NO OBLIGATIONS CONCERNING SERVICES

The Landlord has no obligations of any kind regarding the functioning, maintenance or repair of the Services.

16. LANDLORD'S OBLIGATIONS / RIGHTS

16.1. Rates and Taxes

The Landlord must by the relevant due date or dates pay to the relevant Authority, supplier or entity all Rates and Taxes and any Outgoings levied, assessed or imposed relating to the Land, the Building or the Premises.

16.2. Landlord not liable for damage

The Landlord is not liable for any cost, loss or damage resulting from any equipment, goods or property of any kind which may be at the Premises during the Term being destroyed or damaged by any means, except where the damage or destruction is caused by any negligent act or omission by the Landlord.

16.3. Landlord not liable for interruption of Services

Despite any implication or rule of law to the contrary, the Landlord is not liable to the Tenant for any loss or damage suffered by the Tenant from any malfunction, failure to function or interruption of or to any of the Services or fire equipment at the Premises or for the blockage of any sewers or drains (including storm water drains) unless it is caused by any negligent act or omission by the Landlord.

16.4. Landlord Insurance

The Landlord will maintain cover of the nature effected with the Western Australian Government Treasury Managed Fund (Riskcover) in respect of the Land (including the Landlord's Property) (but not to include the Building).

16.5. No Obligation

For the avoidance of any doubt, the Landlord is under no obligation to maintain the Building or any other improvements at the Premises.

16.6. Adequacy of Premises and Services

The Landlord makes no representation that the Premises are fit for the permitted use specified in clause 6.1. The Tenant acknowledges and declares that in entering into this Lease, the Tenant has not relied on any promise, representation, undertaking or warranty given by or on behalf of the Landlord as to the suitability of the Premises or Services for any business or undertaking to be carried on or conducted there.

17. DEFAULT AND TERMINATION

17.1. Tenant's default

The Tenant is in default if:

- 17.1.1. the Tenant fails to comply with any of the Tenant's obligations under this Lease within 21 days after the Landlord has given the Tenant a notice specifying the default and requiring it to be remedied; or
- 17.1.2. the Tenant repudiates this Lease.

17.2. Forfeiture of Lease

Subject to giving any prior demand or notice required by any law, if the Tenant is in default in any manner specified in clause 17.1, the Landlord may:

- 17.2.1. re-enter and take possession of the Premises and this Lease terminates immediately that occurs; or
- 17.2.2. by notice to the Tenant, terminate this Lease on the date of giving the notice or on any later date.

17.3. Essential terms and damages

Every obligation of the Tenant under this Lease:

- 17.3.1. to pay money;
- 17.3.2. not to do something without the Landlord's consent; or
- 17.3.3. relating to damage to the Premises or to the state of repair or condition of the Premises and / or the Building,

is an essential term of this Lease. (This clause does not prevent other obligations being essential terms).

If the Tenant defaults by not performing or complying with any obligation which is an essential term, the Landlord is entitled to recover damages for losses over the whole Term, including losses caused by the

non-payment of money by the Tenant over that period, even if this Lease is terminated by the Landlord as a result of the Tenant's default before the Expiry Date.

This clause is not to be taken as relieving the Landlord of any duty to mitigate losses which is imposed by law.

18. TERMINATION OF TERM

- 18.1.1. On termination of this Lease, the Tenant must leave the Premises in good repair, order and condition in accordance with this Lease, fair wear and tear excepted.
- 18.1.2. The Tenant must surrender to the Landlord all keys and security devices giving access to the Premises, whether or not they were supplied by the Landlord.
- 18.1.3. The Tenant must remove the Tenant's Property (including but not limited to all signs, partitions, furnishings, fittings and equipment) from the Premises at any time before termination of this Lease and must repair any damage caused by removal of the Tenant's Property.
- 18.1.4. If the Tenant does not remove the Tenant's Property or any part before termination of this Lease, the Landlord must give the Tenant notice of any Tenant's Property which has not been removed and allow the Tenant access to the Premises for the purpose of removing it within 7 days after the notice is given. If any of the Tenant's Property has not been removed within that time, the Landlord may treat that Tenant's Property as if it has become the Landlord's Property without being liable in conversion or for any loss or damage and without being liable to account to the Tenant.

19. DAMAGE AND DESTRUCTION

19.1. Tenant's Rights

If any part of the Building is damaged or destroyed so that the whole or a substantial part of the Building is unfit for use by the Tenant, the Tenant must give notice to the Landlord within 2 months after the date of the damage or destruction which either:

- 19.1.1. terminates this Lease on a date that is 1 month after the date the Landlord receives the notice; or
- 19.1.2. informs the Landlord of the Tenant's intention to make the Building fit for use by the Tenant.

19.2. Landlord's right to terminate

If the Tenant gives notice under clause 19.1.2 and does not make the Building fit for use by the Tenant within a reasonable time, having regard to the extent of the damage and the time required to obtain all necessary approvals and to carry out the necessary work, the Landlord may terminate this Lease by giving 1 months notice to the Tenant.

19.3. Restrictions on Tenant's rights

The Tenant's right to terminate this lease under this clause 19 does not apply where the destruction or damage is caused or contributed to by the act, omission, default or negligence of the Tenant or the Tenant's Employees.

20. MISCELLANEOUS

20.1. Notices

- 20.1.1. Any notice by any party under this Lease is valid if signed by any authorised representative or the solicitor of that party and must be given in writing.
- 20.1.2. Any notice to any party under this Lease is valid if given to a managing agent appointed by that party.
- 20.1.3. Any notice by the Tenant to the Landlord must be given by being sent by prepaid post to:
FES Ministerial Body
20 Stockton Bend
Cockburn Central WA 6164
Attention: Land and Buildings
- 20.1.4. Any notice by the Landlord to the Tenant must be given by being sent by prepaid post to:
The Chief Executive Officer
Shire of Narrogin
PO Box 1145
Narrogin WA 6312
- 20.1.5. All notices sent by post must be addressed to the address stated in this Lease.

- 20.1.6. Any notice sent by post is taken to be given on the third business day after the day it was posted.
- 20.1.7. The Tenant acknowledges and agrees that the Landlord does not accept service of notices by email or facsimile.

20.2. Caveat

The Tenant may lodge a subject to claim caveat in respect of the Premises in relation to the Tenant's interests under this Lease, but must immediately withdraw that caveat after the Tenant has ceased to have any interest in the Premises under this Lease.

20.3. Costs and expenses arising on default

A party who is in default must pay to or reimburse the other party on demand the amount of all costs and expenses (including legal costs and expenses) arising as a result of enforcing any right under this Lease including giving a notice under section 81 of the *Property Law Act 1969*.

20.4. Other costs and expenses

Unless otherwise stated in this Lease, each party will pay its own costs and expenses (including legal costs and expenses) in connection with this Lease or anything done or to be done under this Lease.

20.5. Landlord may act by Agent

All acts and things which the Landlord is required or empowered to do under this Lease may be done by the Landlord, solicitor, agent, contractor or employee of the Landlord, including the Managing Agent.

21. GST

21.1. Definitions

In this Lease:

- 21.1.1. **GST** has the meaning given in section 195-1 of the *GST Act*;
- 21.1.2. **GST Act** means *A New Tax System (Goods and Services Tax) Act 1999*;
- 21.1.3. **Input Tax Credit** has the meaning given in section 195-1 of the *GST Act*;
- 21.1.4. **Primary Payment** means any payment by the Tenant to the Landlord under this Lease;
- 21.1.5. **Taxable Supply** has the meaning given in section 195-1 of the *GST Act*; and
- 21.1.6. **Tax Invoice** has the meaning given in section 195-1 of the *GST Act* and in the *A New Tax System (Goods and Services Tax) Regulations 1999*.

21.2. Payments exclusive of GST

The amount of all Primary Payments specified in this Lease is exclusive of GST.

21.3. Primary Payment increased

If GST is payable by the Landlord in respect of a Primary Payment or any part in connection with a Taxable Supply provided under this Lease:

- 21.3.1. the Primary Payment is increased by an amount equal to the applicable GST; and
- 21.3.2. the Tenant must pay the amount of the increase in the same manner and on the same date as the Tenant is required to pay the Primary Payment.

21.4. Adjustment

If the Primary Payment consists (wholly or partly) of the recovery by the Landlord of all or a portion of the Landlord's costs, the Primary Payment is to be reduced by the amount (or corresponding proportion) of the Input Tax Credits available to the Landlord in respect of these costs and then increased by any applicable GST payable under clause 21.3.

21.5. Tax invoice

If a Primary Payment is to be increased to account for GST under clause 21.3, the Landlord must, by the date on which the increased Primary Payment is to be paid, issue a Tax Invoice to the Tenant.

22. MINISTER FOR LANDS CONSENT

The Minister for Lands consents to this lease, a copy of the consent is attached to this lease marked "2".

23. Reserve 47304

- 23.1.** Reserve 47304 was created for the purpose of emergency services training centre.
- 23.2.** The Landlord as the primary interest holder has the care, control and management of the Land pursuant to Management Order J104022 ("**Management Order**").
- 23.3.** Pursuant to the Management Order, the Landlord has the power to lease the Land for a term not exceeding 21 years subject to the prior written approval of the Minister for Lands.

SCHEDULE

Item 1 Landlord

FES Ministerial Body (formerly known as Fire and Emergency Services Authority of Western Australia) of 20 Stockton Bend, Cockburn Central, Western Australia, 6164

Item 2 Tenant

Shire of Narrogin of 89 Earl Street, Narrogin, Western Australia, 6312

Item 3 Land

Lot 812 on Deposited Plan 425276 being the land comprised in Crown Land Title Volume LR3176 Folio 246.

Item 4 Premises

Part of the Land (including the Building) measuring approximately 7300m² and shown for identification purposes only hatched on the plan attached marked "1".

Item 5 Term

The period of 21 years from the Commencement Date to the Expiry Date

Commencement Date

1 July 2024

1. M KC

Expiry Date

30 JUNE 2045

2. M KC

Item 6 Rent

\$1.00 per annum (exclusive of GST)

Item 7 Rent Commencement Date

The Commencement Date

Item 8 Additional Provisions

8.1. Signage

The Tenant must not place or allow to be placed at the Premises, the Building or on the Land any sign unless the Tenant has first obtained the Landlord's written approval (such approval not to be unreasonably withheld or delayed). The Tenant at its expense must maintain any signage erected in good repair and condition at all times.

8.2. Right of Landlord to make Rules

The Landlord may make rules and amend them by notice to the Tenant so long as no rule materially prejudices the Tenant's rights under this Lease or materially adversely affects the Tenant's use of the Premises. If there is inconsistency between the provisions of this Lease and any rules, the provisions of this lease will prevail. The Tenant will observe and perform and cause the Tenant's Employees to observe and perform the Tenant's obligations under this Lease and any rules made by the Landlord.

8.3. Easements

8.3.1. For the purpose of:

- (a) provision of access to the Land, the Building or the Premises;
- (b) the support of structures erected on the Land or adjoining land; and
- (c) any utility or Service,

the Landlord may dedicate, grant, transfer or otherwise enter into any arrangement in relation to the Land provided it does not materially prejudice the Tenant's rights under this lease.

8.3.2. This lease will be deemed to be subject to any right granted by the Landlord under this Item 8.3.

8.4. Contamination

Notwithstanding any other provision contained in this Lease to the contrary, the Tenant at its cost must immediately remediate any contamination (which term has a similar meaning as the term "contaminated" as defined in the *Contaminated Sites Act 2003*) arising from the Tenant's use or occupation of the Premises or the Building. This provision shall survive the termination or expiration of this Lease.

8.5. Landlord Release

Notwithstanding any other provision contained in this Lease to the contrary, to the full extent permitted by law, the Tenant releases the Landlord from liability for any claim in respect of or arising from any loss or damage to any property at the Premises or the Building or injury to, illness, or death of any person at the Premises or in the Building unless caused by the negligence of the Landlord.

8.6. Early Termination

Notwithstanding any other provision contained in this lease to the contrary, either party may terminate this Lease at any time during the Term by giving 6 months notice (or such other notice period agreed by the Landlord and Tenant) to the other party and at the expiration of the notice period, this Lease terminates. No compensation or penalty payment will apply if the Lease is terminated pursuant to this Item 8.6.

8.7. Enquiries

The Tenant has made and relied on its own enquiries in relation to all matters relevant to its decision to enter this Lease.

8.8. "As is"

The Tenant accepts that the Premises (including the Building) are provided to the Tenant on an "as is" basis as at the Commencement Date.

8.9. Tenant Works

Notwithstanding any other provision contained in this lease to the contrary, the Tenant agrees prior to commencing any work at the Premises that it must provide the Landlord with plans, drawings and specifications for the proposed works for the Landlord's approval (such approval not to be unreasonably withheld).

If approved on each separate occasion, the works are to be undertaken and completed by the Tenant in accordance with all Australian Standards and Building Codes of Australia.

The Tenant must obtain all approvals statutory or otherwise in respect of carrying out the approved works and the Tenant must produce the approvals to the Landlord.

The Tenant acknowledges and agrees that approved works must be carried out in a professional and competent manner by reputable tradespeople using good quality materials.

The Tenant must ensure that prior to commencing any approved works its contractors have taken out and will maintain policies of insurance covering contractors risks insurance.

Any approved works referred to in this Item 8.9 must be completed to the Landlord's absolute satisfaction.

8.10. Transfer to Tenant

The Landlord and the Tenant acknowledge that during the Term the Premises may be excised from the Land to create a new Crown Land Title with the Tenant to be the primary interest holder of same. Upon creation of the new Crown Land Title (if applicable) this lease will come to an end.

Executed as a Deed.

Signed by **KATHLEEN COLGATE** Executive)
 Manager – Land and Buildings as sub)
 delegate of the Minister under Sections 15)
 and 16 of the Fire and Emergency Services)
 Act 1998 (WA) in the presence of:)

Kathleen Colgate

[Signature]

Signature of Witness

JADE BUTSON

Print name of Witness

20 STOCKTON BEND, COCKBURN

Address of Witness

PUBLIC SERVANT.

Occupation of Witness

The Common Seal of the Shire of Narrogin)
 was hereunto affixed in the presence of:)



[Signature]

Signed

[Signature]

Position

MIC STEWART

Print full name

[Signature]

Signed

SHIRE PRESIDENT

Position

LEIGH BALEARD

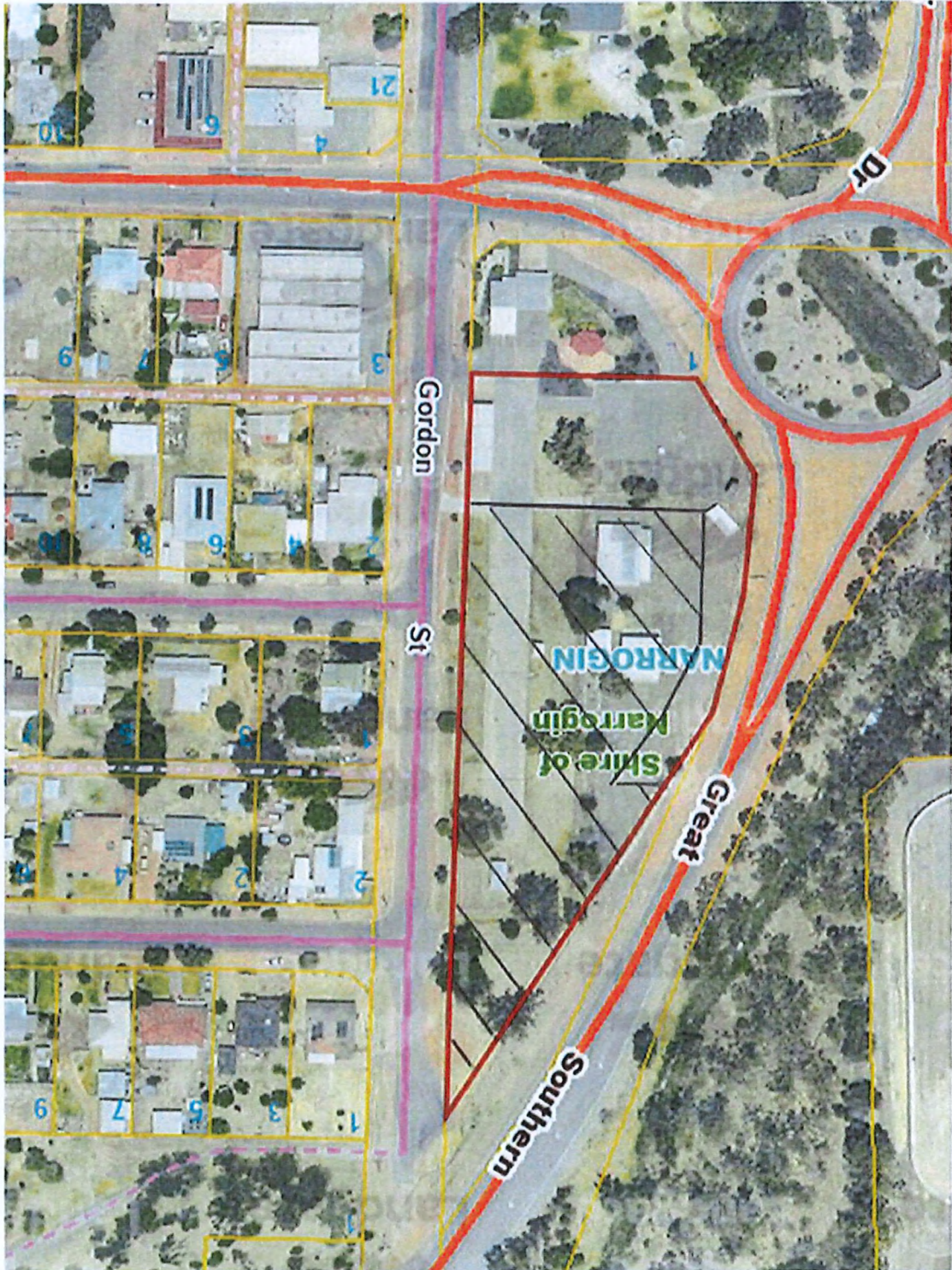
Print full name

“A”**DEFINITION OF “OUTGOINGS”**

Outgoings means the total of all amounts properly and reasonably paid or payable by the Landlord in respect of a Lease Year with respect to the Land, the Building or the Premises in connection with:

- (1) Rates and Taxes (if applicable);
- (2) premiums and any other costs or expenses relating to any insurance which the Landlord takes out;
- (3) supplying Services, except Services which are separately metered and charged to the person to whom they are supplied;
- (4) maintaining, servicing and repairing the Land and the Premises;
- (5) security and safety;
- (6) any other operating expenses reasonably and properly incurred by the Landlord.

The Outgoings do not include any capital costs or any expenditure for structural work or contributions to any sinking fund. For the avoidance of doubt, the Tenant is entirely responsible to pay all capital costs for the Building and the Premises or expenditure for structural work for the Building and the Premises.



“1”



Department of Planning,
Lands and Heritage

Land Use Management

Case 2401699
Our ref: File 50709-2003, IDA13654056
Enquiries: Kevin Harrison, ph 9791 0860
Kevin.harrison@dplh.wa.gov.au

27th June 2024

Peter Broun
Property & Real Estate
PO Box 6314
East Perth WA 6892

Email only briana.king@murfett.com.au

Dear Briana

**Section 18 Ministers Consent for proposed Lease over portion of Reserve 47304
Lot 812 on Deposited Plan 425276, FES Ministerial Body between the Shire of
Narrogin**

Thank you for your recent correspondence regarding permission to Lease portion of Reserve 47304 which is set aside for the purpose of Fire and Emergency Services Training Centre and managed by the Fire and Emergency Services Authority of Western Australia with power to lease for any term not exceeding 21 years subject to the consent from the Minister for Lands.

In accordance with section 18 of the *Land Administration Act 1997* (LAA) approval from the Minister for Lands is granted to the proposed Lease provided to the Department of Planning, Lands and Heritage (DPLH) by email dated 24th June 2024 on the condition that the final document executed by the parties is on the same terms as that provided to DPLH with that email. If the final document executed by the parties is not on the approved terms, then it may be void under section 18 LAA.

Please note that this approval is for the purposes of section 18 LAA only and does not constitute an endorsement as to the terms and effect of the document. DPLH cannot provide any advice in respect of the Lease and recommends that each party obtain their own independent advice as to their rights and obligations under the document.

Postal address: Locked Bag 2506 Perth WA 6001 Street address: 140 William Street Perth WA 6000
Tel: (08) 6551 8002 info@dplh.wa.gov.au www.dplh.wa.gov.au
ABN 68 565 723 484

Should you have any enquiries please don't hesitate to contact me on any of the above details.

Yours sincerely

A handwritten signature in blue ink, appearing to read 'K. Harrison', with a stylized flourish at the end.

Kevin Harrison
Senior Land Officer
Case Delivery



Legend

- Fire Shape
 - Rural Urban Interface
 - Access Permit
 - Bushfire Warning Areas
 - Emergency Warning
 - Watch and Act
 - Fire Edge
 - Active Edge
 - Predicted Edge
 - Operational Lines
 - Control Line
 - Back Burn
 - Warning Cut Track
 - Retardant Line
 - Sectional Road Closure
 - Active
 - Partial Closure
 - Road Closure
 - Vehicle Control Point
 - F -> Fire Direction
 - Fire Origin
 - Spot Fire
 - Control Point
 - Control Centre
 - Disposal
 - Sector
 - Staging Area
 - Assembly Area
 - Base Camp
 - First Aid
 - Ambulance Location
 - Helped
 - Hotbox
 - Hydrant
 - Rescue Point
 - Location
 - USAR RDA
 - Total Damage
 - Severe Damage
 - Medium Damage
 - Slight Damage
 - No Damage
 - Damage Not Assessed
 - Hazardous Tree Assessment
 - Assessed
 - Not Assessed
 - Highly Susceptible
 - Lowly Susceptible
 - Assessed and Treated
 - Not Assessed
 - Tree Assessment Required
 - Assessed and Treated
 - Not Assessed
 - Tree Assessment Required
 - Fuel Age (YSLR)
 - 1-5
 - 6-10
 - 11-15
 - 16-20
 - 21-25
 - 26-30
 - 31-35
 - 36-40
 - 41-45
 - 46-50
 - 51-55
 - 56-60
 - 61-65
 - 66-70
 - 71-75
 - 76-80
 - 81-85
 - 86-90
 - 91-95
 - 96-100

The Shire President has declared an impartiality interest.

10.4.2 APPLICATION FOR LEASE RENEWAL – DANDALOO PARK, PORTIONS OF RESERVE 25963

File Reference	A340200
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interest that requires disclosure.
Applicant	Nil
Previous Item Numbers	Nil
Date	19 November 2024
Author	Dale Stewart - Chief Executive Officer
Authorising Officer	Dale Stewart - Chief Executive Officer
Attachments 1. Existing Signed Lease 2. Proposed Exercise of Assignment of Lease	

Summary

This report recommends that Council resolves to approve the exercise of the option for further term for the lease for Dandaloo Park Motocross Track, being Portions of Lot 109 and Lot 238 on Deposited Plan 405517 of Reserve 25963, between the Shire of Narrogin and the Narrogin Dirt Bike Association (NDBA) for an additional five-year term commencing 1 January 2025. This extension will ensure the continued operation and development of this vital recreational facility, which has demonstrated significant community value through both organised motorsport events and recreational activities.

Background

Dandaloo Park has established itself as a premier motocross facility in the region, serving both recreational and competitive purposes. The facility has been successfully managed by NDBA throughout the current lease term, demonstrating responsible stewardship of the asset. The track has become an integral part of the region's recreational infrastructure, attracting participants and spectators from both within and outside the Shire, thereby contributing to local community engagement and economic development.

Consultation

Comprehensive stakeholder engagement has included:

- Direct consultation with Narrogin Dirt Bike Association regarding operational requirements and future plans;
- Review of event management and safety protocols;
- Assessment of community impact through informal channels; and
- Regular facility inspections by Shire officers.

Feedback indicates strong community support for the continuation of motocross activities at the venue.

Statutory Environment

The lease renewal process is firstly governed by the lease (Item 3 of the Schedule) and:

- Local Government Act 1995 (WA);
- Land Administration Act 1997 (WA);
- Local Government (Functions and General) Regulations 1996;
- Planning and Development Act 2005 (WA); and
- Relevant local planning schemes and policies.

All statutory requirements regarding public land use and lease agreements have been met.

Policy Implications

The renewal aligns with and supports multiple Shire policies:

- Asset Management Policy;
- Community Engagement Policy; and
- Youth Development Strategy.

Sustainability & Climate Change Implications

The renewal of the lease for Dandaloo Park includes considerations for sustainability and climate change impacts, ensuring that the ongoing activities at the site align with broader environmental goals.

Environmental – The Narrogin Dirt Bike Association has committed to sustainable practices within their operations, including proper waste management, minimising environmental footprints, and maintaining the surrounding areas of Dandaloo Park. The Association has also agreed to ensure that the site is adequately fenced and signed to prevent unauthorised access, protecting local flora and fauna. Regular environmental assessments will be conducted to monitor and mitigate any adverse impacts on the surrounding ecosystem.

- Implementation of sustainable track management practices;
- Erosion control and dust suppression measures;
- Noise management protocols;
- Compliance with environmental regulations; and
- Structured maintenance programmes.

Economic – The continued operation of Dandaloo Park contributes positively to the local economy by attracting visitors and hosting events which can benefit local businesses. The lease renewal is expected to support the creation of jobs, both directly through the Association's activities and indirectly by promoting tourism and associated services in Narrogin. Additionally, fostering recreational opportunities is crucial for maintaining a vibrant community, which in turn attracts new residents and businesses.

- Generation of tourism revenue through events;
- Support for local businesses through increased visitation;
- Employment opportunities during major competitions;
- Contribution to regional sporting infrastructure; and
- Potential for future sporting event development.

Social – The motocross track at Dandaloo Park provides an essential recreational outlet for residents and visitors, promoting physical activity and social engagement. The lease renewal will enable the Narrogin Dirt Bike Association to continue offering a safe environment for motorcycling enthusiasts, families, and community events. This access to recreational facilities contributes to the overall quality of life in Narrogin, fostering community spirit and cohesion.

- Provision of structured youth recreation opportunities;
- Enhancement of community engagement through organised events;
- Development of motorsport skills and safety awareness;
- Strengthening of community connections;
- Promotion of active lifestyle choices; and
- Support for local sporting organisations.

Financial Implications

The financial terms of the lease remain unchanged, with a nominal annual rent of \$1 plus GST. The lessee is responsible for all outgoings, including local government rates and utility charges. The Council will consider waiving the local government rates each year as part of its policy framework.

- Structured lease fee revenue as per agreement;
- Cost-effective facility management through lessee responsibility;
- Economic benefits through event-related tourism;
- Minimal operational costs to the Shire;
- Future capital works considerations within long-term financial planning; and
- Insurance and risk management provisions.

Strategic Implications

Renewing the lease for Dandaloo Park aligns with the Shire's strategic objectives to promote community engagement, provide recreational facilities, and support local sporting associations. It contributes to the development of Narrogin as a vibrant and active community.

Shire of Narrogin Strategic Community Plan 2017-2027:	
Outcome:	1.1 Growth in revenue opportunities
Outcome:	2.2 Build a healthier and safer community

Risk Implications

Risk	Risk Likelihood	Risk Impact / Consequence	Risk Rating	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
There are minimal risks associated with the renewal of the lease, given the track record of the lessee in managing the premises responsibly. However, the Shire will continue to monitor compliance with lease terms and community feedback.	Rare (1)	Moderate (3)	Low (1-4)	Compliance Requirements	Accept Officer Recommendation

Risk Matrix

Consequence		Insignificant	Minor	Moderate	Major	Catastrophic
Likelihood		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives; work health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating of three (3) has been determined for this item. Any items with a risk rating of 10 or greater (considered to be high or extreme risk) will be added to the Risk Register, and any item with a risk rating of 16 or greater will require a specific risk treatment plan to be developed.

Comment/Conclusion

The Narrogin Dirt Bike Association has demonstrated exemplary management of Dandaloo Park, contributing significantly to the community's recreational landscape. The facility has become a valuable asset and provides structured recreational opportunities while supporting local economic development. The proposed lease renewal represents a continuation of this successful partnership, ensuring the ongoing provision of quality motorsport facilities for the community.

Voting Requirements

Simple Majority

OFFICERS' RECOMMENDATION & COUNCIL RESOLUTION 271124.10

Moved: Cr Broad

Seconded: Cr Fisher

That with respect to the request for exercise of option of further term of lease of Dandaloo Park for Motocross, Council:

- 1) Approve the exercise of the option to renew the lease for Dandaloo Park, Portions of Lot 109 and Lot 238 on Deposited Plan 405517 of Reserve 25963, with the Narrogin Dirt Bike Association for a further five-year term commencing on 1 January 2025 in accordance with Attachment 2; and
- 2) Authorise the Shire President and Chief Executive Officer to sign and affix the common seal to the exercise of the renewal option documents.

CARRIED 7/0

For: President Ballard, Cr Broad, Cr Fisher, Cr Bartron, Cr Pomykala, Cr Wiese, Cr McNab

Against: Nil

Standard Community Lease Precedent

Lease Dandaloo Park (Portion of Reserve 25963)

Shire of Narrogin

Narrogin Dirt Bike Association



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: NG:NARR:41868

Disclaimer

This document has been prepared as a template for the Shire of Narrogin (**Shire**).

McLeods cannot be held responsible for any errors of the Shire in preparing this document.

If something arises which is not addressed in the template then we advise the Shire to contact us to seek advice.

Table of Contents

Disclaimer	i
Details	1
Agreed terms	1
1. Definitions	1
2. Interpretation	2
3. Minister for Lands Consent	4
4. Grant of lease	4
5. Quiet enjoyment	4
6. Rent and other payments	4
Rent	4
Outgoings	4
Interest	5
Costs	5
Accrual of amounts payable	6
7. Rent Review	6
8. Insurance	6
Insurance required	6
Building Insurance to be effected by Lessor	6
Details and receipts	6
Lessee May be Required to Pay Excess on Insurances	7
Not to invalidate	7
Report	7
Settlement of claim	7
Lessor as attorney	7
9. Indemnity	7
Lessee responsibilities	7
Indemnity	8
Obligations Continuing	8
No indemnity for Lessor's negligence	8
Release	9
10. Limit of Lessor's liability	9
No liability for loss on Premises	9
Limit on liability for breach of Lessor's covenants	9
11. Maintenance, repair and cleaning	9
Generally	9
Cleaning	10
Repair	10
Responsibility for Securing the Premises	10
Maintain surroundings	10
Lessor's Fixtures and Fittings	11
Pest control	11
12. Use	11
Restrictions on use	11

No warranty	12	
Lessee to Observe Copyright	12	
Premises Subject to Restriction	12	
Indemnity for Costs	12	
13. Alcohol		13
Consumption of alcohol	13	
Liquor licence	13	
14. Minimise nuisance to neighbours		13
15. Alterations		13
Restriction	13	
Consent	14	
Cost of Works	14	
Conditions	14	
16. Lessor's right of entry		14
Entry on Reasonable Notice	14	
Costs of Rectifying Breach	15	
17. Statutory obligations and notices		15
Comply with Statutes	15	
Indemnity if Lessee Fails to Comply	15	
18. Report to Lessor		15
19. Default		16
Events of Default	16	
Forfeiture	16	
Lessor may remedy breach	16	
Acceptance of Amount Payable By Lessor	17	
Essential Terms	17	
Breach of Essential Terms	17	
20. Damage or destruction of Premises		18
Abatement of Rent	18	
Total Damage or Destruction	18	
21. Option to renew		18
22. Holding over		18
23. Restore premises		19
24. Yield up the premises		19
Peacefully surrender	19	
25. Removal of property from Premises		19
Remove property prior to termination	19	
Lessor can remove property on re-entry	19	
26. Casual Hire of Premises		19
Casual Hire	19	
Lessee remains responsible for Premises at all times	19	
27. Assignment, Subletting and Charging		20
No assignment or sub-letting without consent	20	
Lessor's Consent to Assignment and Sub-letting	20	
Where sublessee is a community group	20	
Consents of Assignee Supplementary	20	

<i>Property Law Act 1969</i>	20
Costs for assignment and sub-letting	20
No mortgage or charge	21
28. Disputes	21
Referral of Dispute: Phase 1	21
Referral of Dispute: Phase 2	21
Appointment of Arbitrator: Phase 3	21
Payment of Amounts Payable to Date of Award	21
29. Prior notice of proposal to change rules	21
30. Provision of information	21
31. Right to terminate upon notice	22
32. Caveat	22
No absolute caveat	22
CEO & Lessor as attorney	22
Ratification	22
Indemnity	22
33. Goods and services tax	23
Definitions	23
Lessee to pay GST	23
Consideration in Kind	23
34. No Fetter	24
35. Additional Terms Covenants and Conditions	24
36. Commercial Tenancy Act	24
37. Acts by agents	24
38. Governing law	24
39. Statutory powers	24
40. Notice	24
Form of delivery	24
Service of notice	25
Signing of notice	25
41. Severance	25
42. Variation	25
43. Moratorium	25
44. Further assurance	25
45. Payment of money	25
46. Waiver	26
No general waiver	26
Partial exercise of right power or privilege	26
Schedule	27
Signing page	29
Annexure 1 – Sketch of Premises	30

Details

Parties

Shire of Narrogin

of PO Box 1145, Narrogin, Western Australia
(Lessor)

Narrogin Dirt Bike Association

of PO Box 1160
NARROGIN WA 6312
(Lessee)

Background

- A The Lessor has the care, control and management of the Land pursuant to a management order.
- B Subject to the prior written approval of the Minister for Lands, the Lessor has agreed to lease and the Lessee has agreed to take a lease of the Premises upon the terms and conditions contained in this Deed.

Agreed terms

1. 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 Lessor; and
- (b) any person visiting the Premises with the express or implied consent of any person mentioned in paragraph (a);

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;

Contaminated Sites Act means the *Contaminated Sites Act 2003 (WA)*;

CPI means the Consumer Price Index (All Groups) Perth number published from time to time by the Australian Bureau of Statistics;

DER means the Department of Water and Environmental Regulation of Western Australia;

Environmental Contamination has the same meaning as the word “contaminated” in the Contaminated Sites Act;

EPA means the Environment Protection Agency of Western Australia;

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;

Interest Rate means the rate at the time the payment falls due being 2% greater than the Lessor’s general overdraft rate on borrowings from its bankers on amounts not exceeding \$100,000.00;

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 Agents includes:

- (a) the sublessees, employees, agents, contractors, invitees and licensees of the Lessee; and
- (b) any person on the Leased Premises by the authority of a person specified in paragraph (a);

Lessee’s Covenants means the covenants, agreements and obligations set out or implied in this Lease or imposed by law to be performed and observed by any person other than the Lessor;

Lessor’s Covenants means the covenants, agreements and obligations set out or implied in this Lease, or imposed by law to be observed and performed by the Lessor;

Management Order means the Management Order made under section 46 of the *Land Administration Act 1997*, under which the Land was vested in the Lessor to be held for the purpose of Recreation;

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;

Schedule means the Schedule to this Lease;

Term means the term of years specified in **Item 2** of the Schedule and any Further Term; and

Termination means expiry by effluxion of time or sooner determination of the Term or any period of holding over.

2. Interpretation

In this Lease, unless expressed to the contrary:

- (a) words importing:
 - (i) the singular includes the plural and vice versa; and
 - (ii) a gender or genders include each other gender;
- (b) if a word or phrase is assigned a particular meaning, other grammatical forms of that word or phrase have a corresponding meaning;
- (c) a reference to:
 - (i) a natural person includes a body corporate or local government;
 - (ii) a body corporate or local government includes a natural person;
 - (iii) a professional body includes a successor to or substitute for that body;
 - (iv) a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
 - (v) a statute, includes an ordinance, code, regulation, award, town planning scheme, regulation, local law, by-law, requisition, order or other statutory instruments made under any of them and a reference to any of them, whether or not by name, includes any amendments to, re-enactments of or replacements of any of them from time to time in force;
 - (vi) a right includes a benefit, remedy, discretion, authority or power;
 - (vii) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
 - (viii) this Lease or provisions of this Lease or any other deed, agreement, instrument or contract includes a reference to:
 - (A) both express and implied provisions; and
 - (B) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
 - (ix) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
 - (x) 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; and
 - (xi) a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure is a reference to, respectively, a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure of this Lease;
- (d) the covenants and obligations on the part of the Lessee not to do or omit to do any act or thing include:
 - (i) covenants not to permit that act or thing to be done or omitted to be done by a Lessee's Agent; and

- (ii) a covenant to take all reasonable steps to ensure that that act or thing is not done or omitted to be done;
- (e) the meaning of general words or phrases is not limited by specific examples introduced by 'including', 'for example' or similar expressions; and
- (f) if a Party comprises two or more persons, the covenants and agreements on their part bind them and must be observed and performed by them jointly and each of them severally, and may be enforced against any one or more of them.

3. Minister for Lands Consent

This Lease is subject to and conditional on the prior approval of the Minister for Lands under the *Land Administration Act 1997*.

4. Grant of lease

The Lessor, subject to clause 3 of this Lease, 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 and observance of the Lessee's Covenants.

5. Quiet enjoyment

Except as provided in the Lease, for so long as the Lessor is the management body of the Premises under a management order, and subject to the performance and observance of the Lessee's Covenants the Lessee may quietly hold and enjoy the Premises during the Term without any interruption or disturbance from the Lessor or persons lawfully claiming through or under the Lessor.

6. Rent and other payments

The Lessee covenants with the Lessor:

Rent

To pay to the Lessor the Rent in the manner set out at **Item 5** of the Schedule on and from the Commencement Date clear of any deductions.

Outgoings

- (1) To pay to the Lessor or to such person as the Lessor may from time to time direct punctually all the following outgoings or charges, assessed or incurred in respect of the Premises:
 - (a) local government rates, specified area rates, taxes, service and other charges and including charges for rubbish and garbage removal;
 - (b) water, drainage and sewerage rates, charges for disposal of stormwater, meter rent and excess water charges;

- (c) telephone, electricity, gas and other power and light charges including but not limited to meter rents and the cost of installation of any meter, wiring, internet connections or telephone connection;
 - (d) land tax and metropolitan regional improvement tax on a single ownership basis;
 - (e) premiums, excess and other costs arising from the insurance obtained by the Lessor pursuant to **clause 8.2**. For the avoidance of doubt, the parties agree:
 - (i) that if such premium or cost does not include a separate assessment or identification of the Premises or the Land, the Lessee must pay a proportionate part of such premium or cost determined by the Lessor acting reasonably; and
 - (ii) such insurance will include insurance for the full replacement value of buildings; and
 - (f) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Premises.
- (2) If the Premises are not separately charged or assessed the Lessee will pay to the Lessor a proportionate part of any charges or assessments referred to in **clause 6(1)** being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

Interest

Without affecting the rights, power and remedies of the Lessor under this Lease, to pay to the Lessor interest on demand on any Amounts Payable which are unpaid for 7 days computed from the due date for payment until payment is made and any interest payable under this paragraph will be charged at the Interest Rate.

Costs

- (3) To pay to the Lessor on demand:
- (a) all duty, fines and penalties payable under the *Duties Act 2008* and other statutory duties or taxes payable on or in connection with this Lease;
 - (b) all registration fees in connection with this Lease; and
 - (c) all legal costs of and incidental to the instructions for the preparation, execution and stamping of this Lease and all copies.
- (4) To pay to the Lessor all costs, legal fees, disbursements and payments incurred by or for which the Lessor is liable in connection with or incidental to:
- (a) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;
 - (b) any breach of covenant by the Lessee or the Lessee's Agents;
 - (c) the preparation and service of a notice under Section 81 of the *Property Law Act 1969* requiring the Lessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a Court;
 - (d) any work done at the Lessee's request; and
 - (e) any action or proceedings arising out of or incidental to any matters referred to in this **clause 6** or any matter arising out of this Lease.

Accrual of amounts payable

Amounts Payable accrue on a daily basis.

7. Rent Review

Not applicable.

8. Insurance

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 8** of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require;
- (b) insurance against all risks as the Lessor may require, of all plate glass windows, doors and display show cases forming part of or within the Premises for a sum which is not less than its full insurable value;
- (c) 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;
- (d) employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Lessee employed in, about or on the Premises; and
- (e) any other policy of insurance which the Lessor may reasonably require or specify from time to time.

Building Insurance to be effected by Lessor

The Lessor shall effect and keep effected insurance to the full insurable value on a replacement or reinstatement value basis of the Premises against damage arising from fire, tempest, storm, earthquake, explosion, aircraft, or other aerial device including items dropped from any device, riot, commotion, flood, lightning, act of God, fusion, smoke, rainwater, leakage, impact by vehicle, machinery breakdown and malicious acts or omissions and other standard insurable risks and the Lessee will reimburse the Lessor for any premiums, excess or other costs arising therefrom.

Details and receipts

In respect of the insurances required by **clause 8** the Lessee must:

- (f) upon renewal of any insurance policy immediately forward to the Lessor copies of Certificates of Currency and details of the insurances as held by the Lessee;
- (g) promptly pay all premiums and produce to the Lessor each policy or certificate of currency and each receipt for premiums or certificate of currency issued by the insurers; and
- (h) 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.

Lessee May be Required to Pay Excess on Insurances

The Lessee AGREES with the Lessor that it shall be responsible to pay any excess payable in connection with the insurances referred to in **clause 8**.

Not to invalidate

The Lessee must not do or omit to do any act or thing or bring or keep anything on the Premises which might:

- (i) render any insurance effected under **clause 8** on the Premises, or any adjoining premises, void or voidable; or
- (j) 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).

Report

Each Party must report to the other promptly in writing and in an emergency verbally:

- (k) any damage to the Premises of which they are or might be aware; and
- (l) 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 in or on the Premises.

Settlement of claim

The Lessor may, but the Lessee may not without prior written consent of the Lessor, settle or compromise any claims under any policy of insurance required by **clause 8**.

Lessor as attorney

The Lessee irrevocably appoints the Lessor as the Lessee's attorney during the Term:

- (m) in respect to all matters and questions which may arise in relation to any insurances required by **clause 8**;
- (n) with full power to demand, sue for and recover and receive from any insurance company or society or person liable to pay the insurance money as are payable for the risks covered by the insurances required by **clause 8**;
- (o) to give good and effectual receipts and discharges for the insurance; and
- (p) to settle, adjust, arbitrate and compromise all claims and demands and generally to exercise all powers of absolute owner.

9. Indemnity

Lessee responsibilities

- (1) The Lessee is subject to the same responsibilities relating to persons and property to which the Lessee would be subject if during the Term the Lessee were the owner and occupier of the freehold of the Premises.

- (2) The Lessee is responsible and liable for all acts or omissions of the Lessee's Agents on the Premises and for any breach by them of any covenants or terms in this Lease required to be performed or complied with by the Lessee.

Indemnity

- (3) The Lessee indemnifies, and shall keep indemnified, the Lessor and the Minister for Lands from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Lessor or the Minister for Lands, or brought, maintained or made against the Lessor, in respect of:

- (a) any loss whatsoever (including loss of use);
- (b) injury or damage of, or to, any kind of property or thing; and
- (c) the death of, or injury suffered by, any person,

caused by, contributed to, or arising out of, or in connection with, whether directly or indirectly:

- (i) the use or occupation of the Premises by the Lessee or the Lessee's Agents;
- (ii) any work carried out by or on behalf of the Lessee on the Premises;
- (iii) the Lessee's activities, operations or business on, or other use of any kind of, the Premises;
- (iv) the presence of any Contamination, Pollution or Environmental Harm in on or under the Premises or adjoining land caused or contributed to by the act, neglect or omission of the Lessee or the Lessee's Agents;
- (v) any default by the Lessee in the due and punctual performance, observance and compliance with any of the Lessee's covenants or obligations under this Lease; or
- (vi) an act or omission of the Lessee.

Obligations Continuing

The obligations of the Lessee under this clause:

- (d) are unaffected by the obligation of the Lessee to take out insurance, and the obligations of the Lessee to indemnify are paramount, however if insurance money is received by the Lessor for any of the obligations set out in this clause then the Lessee's obligations under **clause 9** will be reduced by the extent of such payment.
- (e) continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

No indemnity for Lessor's negligence

The parties agree that nothing in this clause shall require the Lessee to indemnify the Lessor, its officers, servants, or agents against any loss, damage, expense, action or claim arising out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

Release

- (4) The Lessee:
- (a) agrees to occupy and use the Premises at the risk of the Lessee; and
 - (b) releases to the full extent permitted by law, the Lessor and the Minister for Lands from:
 - (i) any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the Premises or arising from the Lessee's use or occupation of the Premises by;
 - (ii) loss of or damage to the Premises or personal property of the Lessee; and
 - (iii) all claims, actions, loss, damage, liability, costs and expenses arising from or connected with (directly or indirectly) the presence of any Contamination, Pollution or Environmental Harm in, on or under the Premises or surrounding area
- except to the extent that such loss or damage arises out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.
- (5) The release by the Lessee continues after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

10. Limit of Lessor's liability

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.

Limit on liability for breach of Lessor's covenants

- (1) The Lessor is only liable for breaches of the Lessor's Covenants set out in this Lease which occur while the Lessor is registered as the proprietor in fee simple in the Premises.
- (2) The Lessor will not be liable for any failure to perform and observe any of the Lessor's Covenants due to any cause beyond the Lessor's control.

11. Maintenance, repair and cleaning

Generally

- (1) The Lessee AGREES during the Term and for so long as the Lessee remains in possession or occupation of the Premises to maintain, replace, repair, clean and keep the Premises (which for the avoidance of doubt includes the Lessor's Fixtures and Fittings) and Appurtenances in Good Repair having regard to the age of the Premises at the Commencement Date PROVIDED THAT this subclause shall not impose on the Lessee any obligation:
 - (a) to carry out repairs or replacement that are necessary as a result of fair and reasonable wear and tear, EXCEPT when such repair or replacement is necessary because of any act or omission of or on the part of the Lessee (or its servants, agents, contractors or invitees), or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee (or its servants, agents, contractors or invitees); and

- (b) in respect of any structural maintenance, replacement or repair EXCEPT when such maintenance, repair or replacement is necessary because of any act or omission of or on the part of the Lessee (or its servants, agents, contractors or invitees), or by the Lessee's particular use or occupancy of the Premises.
- (2) In discharging the obligations imposed on the Lessee under this subclause, the Lessee shall where maintaining, replacing, repairing or cleaning:
 - (a) any electrical fittings and fixtures;
 - (b) any plumbing;
 - (c) any air-conditioning fittings and fixtures;
 - (d) any gas fittings and fixtures,in or on the Premises use only licensed trades persons, or such trades persons as may be approved by the Lessor and notified to the Lessee, which approval shall not be unreasonably withheld.
- (3) The Lessee must take such reasonable action as is necessary to:
 - (a) prevent, if it has occurred as a result of the Lessee's use of the Premises; and
 - (b) rectify or otherwise ameliorate,the effects of erosion, drift or movement of sand, soil, dust or water on or from the Premises.

Cleaning

The Lessee must at all times keep the Premises clean, tidy, unobstructed and free from rubbish.

Repair

Unless such damage is the Lessor's responsibility pursuant to the terms of the Lease, the Lessee must promptly repair at its own expense to the satisfaction of the Lessor, any damage to the Premises, regardless of how the damage is caused and replace any of the Lessor's fixtures and fittings which are or which become damaged.

Responsibility for Securing the Premises

The Lessee must ensure the Premises, including Lessor's and Lessee's fixtures and fittings, are appropriately secured at all times.

Maintain surroundings

- (4) The Lessee must regularly inspect and maintain in good condition any part of the Premises which surrounds any buildings, including but not limited to any flora, gardens, lawns, shrubs, hedges and trees.
- (5) The Lessee agrees that any major pruning of trees must be undertaken by a qualified tree surgeon.
- (6) If any flora, trees or lawn dies the Lessee must replace the flora, trees or lawn at its own expense.
- (7) The Lessee must plant and care for such trees on the Premises as the Lessor may from time to time reasonably require.
- (8) The Lessee may not remove any trees, shrubs or hedges without first consulting with and obtaining the approval of the Lessor, except where necessary for urgent safety reasons.

Lessor's Fixtures and Fittings

The Lessee covenants and agrees that the Lessor's Fixtures and Fittings will remain the property of the Lessor and must not be removed from the Premises at any time.

Pest control

The Lessee must keep the Premises free of any pests and vermin and the cost of extermination will be borne by the Lessee.

12. Use

Restrictions on use

(1) Generally

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

- (a) use the Premises or any part of it for any purpose other than the Permitted Purpose; or
- (b) use the Premises for any purpose which is not permitted under any local or town planning scheme, local laws, acts, statutes or any law relating to health.

(2) No offensive or illegal acts

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

(3) No nuisance

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises any thing which causes a nuisance, damage or disturbance to the Lessor or to owners or occupiers of adjoining properties.

(4) No dangerous substances

The Lessee must not and must not suffer or permit a person to store any dangerous compound or substance on or in the Premises, otherwise than in accordance with the following provisions:

- (a) any such storage must comply with all relevant statutory provisions;
- (b) all applications for the approval or renewal of any licence necessary for such storage must be first referred to the Lessor;
- (c) the Lessor may within its absolute discretion refuse to allow the storage of any particular dangerous compound or substance on the Premises; and
- (d) upon the request of the Lessor, the Lessee will provide a list of all dangerous compounds or substances stored on the Premises.

(5) No harm or stress

The Lessee must not and must not suffer or permit a person to do any act or thing which might result in excessive stress or harm to any part of the Premises.

(6) No signs

The Lessee must not and must not suffer or permit a person to display from or affix any signs, notices or advertisements on the Premises without the prior written consent of the Lessor.

(7) No smoking

The Lessee must not suffer or permit a person to smoke inside any building or other enclosed area on the Premises.

(8) Consumption of alcohol

Deleted.

(9) 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.

(10) 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.

(11) No pollution

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

No warranty

The Lessor gives no warranty:

- (a) as to the use to which the Premises may be put; or
- (b) that the Lessor will issue any consents, approvals, authorities, permits or licences required by the Lessee under any statute for its use of the Premises.

Lessee to Observe Copyright

In the event that the Lessee or any person sub-leasing, hiring, or in temporary occupation of the Premises provides, contracts for, or arranges for the performance, exhibition or display of any music or work of art the copyright of which is not vested in the Lessee or that person, the Lessee shall ensure that all obligations in regard to payment of copyright or licensing fees with the owner or licensor of the copyright are met before any such performance, exhibition or display is held.

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.

Indemnity for Costs

The Lessee indemnifies the Lessor against any claims or demands for all costs, on a solicitor client basis, reasonably incurred by the Lessor by reason of any claim in relation to any matters set out in this **clause 12**.

13. Alcohol

Consumption of alcohol

The Lessee COVENANTS AND AGREES:

- (a) not to use or allow the Premises to be used for the consumption or sale of alcohol without first obtaining the written consent of the Lessor, and the Lessor shall determine any such application in its absolute discretion; and
- (b) that it shall not make an application for a licence or permit under the Liquor Control Act 1988 for the Premises, or apply for an amendment to a licence or permit it has been granted, without first obtaining the written consent of the Lessor.

Liquor licence

The Lessee COVENANTS AND AGREES that if a licence or permit is granted under the Liquor Control Act 1988 for the Premises it must:

- (c) comply with any requirements attaching to the licence or permit at its cost and where any alteration is required to the Premises **clause 15** shall apply;
- (d) comply with the requirements of the Harm Minimisation Policy (as amended from time to time) of the Department of Racing, Gaming & Liquor, which will require, without limitation the following:
 - (i) the development and implementation of a House Management Policy and Code of Conduct (as defined by the Harm Minimisation Policy) for the Premises, and such policies must be displayed in a prominent position on the Premises at all times; and
 - (ii) the development and implementation of a Management Plan (as defined by the Harm Minimisation Policy) for the Premises.
- (e) provide a copy of the licence or permit (as well as a copy of any document referred to in the licence or permit, including without limitation a copy of the House Management Policy, Code of Conduct and Management Plan (as defined by the Harm Minimisation Policy)) to the Lessor as soon as practicable after the date of grant; and
- (f) indemnify and keep indemnified the Lessor from and against any breach of the Liquor Control Act 1988, Health (Food Hygiene) Regulations 1993, Liquor Control Regulations 1989 or the licence or permit or any conditions imposed thereupon for which it may be liable as the owner of the Premises.

14. Minimise nuisance to neighbours

- (1) Deleted

15. Alterations

Restriction

- (1) The Lessee must not without prior written consent:
 - (a) (i) from the Lessor;
 - (ii) from any other person from whom consent is required under this Lease;

- (iii) required under statute in force from time to time, including but not limited to the planning approval of the Lessee under a town planning scheme of the Lessee;
- (b) make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises; or
- (c) subject to the performance of the Lessee's obligations in **clause 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.

Consent

- (2) 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 15** the Lessor may:
 - (a) consent subject to conditions; and
 - (i) require that work be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent; and
 - (ii) require that any alteration be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant; and
 - (b) if the Lessor consents to any matter referred to in **clause 15**:
 - (i) the Lessor gives no warranty that the Lessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
 - (ii) 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.

Cost of Works

All works undertaken under this **clause 15** will be carried out at the Lessee's expense.

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:

- (c) carry out those other works at the Lessee's expense; or
 - (d) permit the Lessor to carry out those other works at the Lessee's expense,
- in accordance with the Lessor's requirements.

16. Lessor's right of entry

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) (i) at all reasonable times;
- (ii) with or without workmen and others; and

- (iii) with or without plant, equipment, machinery and materials;
- (b) for each of the following purposes:
 - (i) to inspect the state of repair of the Premises and to ensure compliance with the terms of this Lease;
 - (ii) to carry out any survey or works which the Lessor considers necessary, however the Lessor will not be liable to the Lessee for any compensation for such survey or works provided they are carried out in a manner which causes as little inconvenience as is reasonably possible to the Lessee;
 - (iii) to comply with the Lessor's Covenants or to comply with any notice or order of any authority in respect of the Premises for which the Lessor is liable; and
 - (iv) to do all matters or things to rectify any breach by the Lessee of any term of this Lease but the Lessor is under no obligation to rectify any breach and any rectification under this **clause 16(b)(iv)** is without prejudice to the Lessor's other rights, remedies or powers under this Lease.

Costs of Rectifying Breach

All costs and expenses incurred by the Lessor as a result of any breach referred to at **clause 16(b)(iv)** together with any interest payable on such sums will be a debt due to the Lessor and payable to the Lessor by the Lessee on demand.

17. Statutory obligations and notices

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 12**;
- (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.

Indemnity if Lessee Fails to Comply

The Lessee indemnifies the Lessor and the Minister for Lands against:

- (e) failing to perform, discharge or execute any of the items referred to in **clause 17**; and
- (f) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clause 17**.

18. Report to Lessor

The Lessee must immediately report to the Lessor:

- (a) any act of vandalism or any incident which occurs on or near the Premises which involves or is likely to involve a breach of the peace or become the subject of a report or complaint to the police and of which the Lessee is aware or should be aware;
- (b) any occurrence or circumstances in or near the Premises of which it becomes aware, which might reasonably be expected to cause, in or on the Premises, pollution of the environment; and
- (c) all notices, orders and summonses received by the Lessee and which affect the Premises and immediately deliver them to the Lessor.

19. Default

Events of Default

A default occurs if:

- (a) the Lessee is in breach of any of the Lessee's Covenants for 28 days after a Notice has been given to the Lessee to rectify the breach or to pay compensation in money;
- (b) the association is wound up whether voluntarily or otherwise;
- (c) 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;
- (d) a mortgagee takes possession of the property of the Lessee under this Lease;
- (e) any execution or similar process is made against the Premises on the Lessee's property;
- (f) the Premises are vacated, or otherwise not used, in the Lessor's reasonable opinion, for the Permitted Purpose for six month period; or
- (g) 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.

Forfeiture

On the occurrence of any of the events of default specified in **clause 19** the Lessor may:

- (h) without notice or demand at any time enter the Premises and on re-entry the Term will immediately determine;
- (i) by notice to the Lessee determine this Lease and from the date of giving such notice this Lease will be absolutely determined; and
- (j) by notice to the Lessee elect to convert the unexpired portion of the Term into a tenancy from month to month when this Lease will be determined as from the giving of the notice and until the tenancy is determined the Lessee will hold the Premises from the Lessor as a tenant from month to month under **clause 20**,

but without affecting the right of action or other remedy which the Lessor has in respect of any other breach by the Lessee of the Lessee's Covenants or releasing the Lessee from liability in respect of the Lessee's Covenants.

Lessor may remedy breach

If the Lessee:

- (k) fails or neglects to pay the Amounts Payable by the Lessee under this Lease; or
- (l) does or fails to do anything which constitutes a breach of the Lessee's Covenants,

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.

Acceptance of Amount Payable By Lessor

Demand for or acceptance of the Amounts Payable by the Lessor after an event of default has occurred will not affect the exercise by the Lessor of the rights and powers conferred on the Lessor by the terms of the Lease or at law and will not operate as an election by the Lessor to exercise or not to exercise any right or power.

Essential Terms

Each of the Lessee's Covenants in **clauses 6** (Rent and Other Payments), **7** (Insurance), **9** (Indemnity), **11** (Maintenance, Repair and Cleaning), **12** (Use), **26** (Assignment, Subletting and Charging) and **33** (Goods and Services Tax), is an essential term of this Lease but this **clause 19** does not mean or imply that there are no other essential terms in this Lease.

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:

- (m) the Lessee must compensate the Lessor for the loss or damage suffered by reason of the breach of that essential term;
- (n) the Lessor will be entitled to recover damages against the Lessee in respect of the breach of an essential term; and
- (o) the Lessee covenants with the Lessor that if the Term is determined:
 - (i) for breach of an essential term or the acceptance by the Lessor of a repudiation of this Lease by the Lessee; or
 - (ii) following the failure by the Lessee to comply with any notice given to the Lessee to remedy any 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 effluxion of time together with the losses incurred or reasonably expected to be incurred by the Lessor as a result of the early determination including but not limited to the costs of re-letting or attempting to re-let the Premises;

- (p) the Lessee agrees that the covenant set out in this **clause 19(o)** will survive termination or any deemed surrender at law of the estate granted by this Lease;
- (q) the Lessee may deduct from the amounts referred to at **clause 19(o)** the Rent and other money which the Lessor reasonably expects to obtain by re-letting the Premises between the date of Termination and the date on which the Term would have expired by effluxion of time; and

- (r) 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.

20. Damage or destruction of Premises

Abatement of Rent

If the Premises are at any time during the Term, without neglect or default of the Lessee, destroyed or damaged by fire or other risk covered by insurance so as to render the same unfit for the occupation and use of the Lessee, then the Rent or a proportionate part thereof (according to the nature and extent of the damage) shall abate until the Premises have been rebuilt or made fit for the occupation and use of the Lessee, and in case of any dispute arising under this provision the same will be referred to arbitration under the provisions of the *Commercial Arbitration Act 1985* and the full Rent must be paid without any deduction or abatement until the date of the arbitrator's award whereupon the Lessor will refund to the Lessee any Rent which according to the aware appears to have been overpaid.

Total Damage or Destruction

If the premises are at any time during the Term destroyed or damaged to an extent as to be wholly unfit for the occupation and use of the Lessee either party may be notice in writing to the other of them given within sixty (60) days after the event elect to cancel and terminate this lease. The term will terminate upon such notice being given and the Lessee must vacate the premises and surrender the same to the Lessor, but such termination will be without prejudice however to the liability of the Lessee under this Lease up to the date of termination.

21. Option to renew

If the Lessee at least one month, but not earlier than 12 months, prior to the date for commencement of the Further Term gives the Lessor a Notice to grant the Further Term and:

- (a) all consents and approvals required by the terms of this Lease or at law have been obtained; and
- (b) there is no subsisting default by the Lessee at the date of service of the Notice in:
 - (i) the payment of Amounts Payable; or
 - (ii) the performance or observance of the Lessee's Covenants,

the Lessor shall **consider**, at the lessors absolute discretion, granting to the Lessee a lease for the Further Term at the Rent and on terms and conditions similar to this Lease other than this **clause 21** 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.

22. 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.

23. Restore premises

Prior to Termination, the Lessee at the Lessee's expense must restore the Premises to a condition consistent with the observance and performance by the Lessee of the Lessee's Covenants under this Lease fair wear and tear excepted.

24. Yield up the premises

Peacefully surrender

On Termination the Lessee must:

- (a) peacefully surrender and yield up to the Lessor the Premises in a condition consistent with the observance and performance of the Lessee's Covenants under this Lease;
- (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.

25. Removal of property from Premises

Remove property prior to termination

Prior to Termination, unless otherwise mutually agreed between the parties, the Lessee must remove from the Premises all property of the Lessee which is not a fixture other than air-conditioning plant and fire equipment, security alarms and security systems and other fixtures and fittings which in the opinion of the Lessor form an integral part of the Premises and promptly make good, to the satisfaction of the Lessor, any damage caused by the removal.

Lessor can remove property on re-entry

On re-entry the Lessor will have the right to remove from the Premises any property of the Lessee and the Lessee indemnifies the Lessor against all damage caused by the removal of and the cost of storing that property.

26. Casual Hire of Premises

Casual Hire

- (1) The Lessee may hire out the Premises or any part thereof on a casual basis only PROVIDED:
 - (a) such use is consistent at all times with the Permitted Purpose;
 - (b) the Lessee ensures any hirer complies strictly with the relevant terms of this Lease; and
 - (c) the Lessee obtains the prior written consent for any hire arrangements, which consent may be withheld by the Lessor in its absolute discretion.
- (2) For the purposes of this Lease, "casual hire" means any hire of the Premises by the Lessee to a third party for a period of no more than 48 hours in any calendar month and does not include any formal transfer, assignment or sublease of the Premises.

Lessee remains responsible for Premises at all times

The Lessee ACKNOWLEDGES that at all times, including when the Premises are hired to a third party, it remains responsible for the Premises, including without limitation any damage that may be caused or occurs during any hire period.

27. Assignment, Subletting and Charging

No assignment or sub-letting without consent

The Lessee must not assign the leasehold estate in the Premises nor Sub-let, part with possession, or dispose of the Premises or any part of the Premises without the prior written consent of the Minister for Lands, the Lessor and any other persons whose consent is required under the terms of this Lease or at law.

Lessor's Consent to Assignment and Sub-letting

Provided all parties whose consent is required, under this Lease or at law, to an assignment or Sub-letting, give their consent and any assignment or sublease is for a purpose consistent with the use of the Premises permitted by this Lease then the Lessor may not unreasonably withhold its consent to the assignment or Sub-letting of the leasehold estate created by this Lease if:

- (a) the proposed assignee or sublessee is a respectable and responsible person of good financial standing capable of continuing the permitted use for non-profit making community purposes;
- (b) all Amounts Payable due and payable have been paid and there is no existing unremedied breach, whether notified to the Lessee or not, of any of the Lessee's Covenants;
- (c) the Lessee procures the execution by:
 - (i) the proposed assignee of a deed of assignment; or
 - (ii) the proposed sublessee of a deed of sublease,to which the Lessor is a party and which deed is prepared and completed by the Lessor's solicitors; and
- (d) the assignment contains a covenant by the assignee or sublessee with the Lessor to pay all Amounts Payable and to perform and observe all the Lessee's Covenants.

Where sublessee is a community group

If the proposed sublessee is a community group, whether or not a body corporate or unincorporated, the Lessor may not require a deed of sublease under **clause 27(c)**.

Consents of Assignee Supplementary

The covenants and agreements on the part of any assignee will be supplementary to the Lessee's Covenants and will not release the assigning lessee from the Lessee's Covenants.

Property Law Act 1969

Sections 80 and 82 of the *Property Law Act 1969* are excluded.

Costs for assignment and sub-letting

If the Lessee wishes to assign or sub-let the leasehold estate created by this Lease the Lessee must pay all reasonable professional and other costs, charges and expenses, incurred by the Lessor or other person whose consent is required under this Lease, of and incidental to:

- (e) the enquiries made by or on behalf of the Lessor as to the respectability, responsibility and financial standing of each proposed assignee or sublessee;
 - (f) any consents required under this Lease or at law; and
 - (g) all other matters relating to the proposed assignment or sub-letting,
- whether or not the assignment or Sub-letting proceeds.

No mortgage or charge

The Lessee must not mortgage nor charge the Premises.

28. Disputes

Referral of Dispute: Phase 1

Except as otherwise provided any dispute arising out of this Lease is to be referred in the first instance in writing to the Lessor's Representative as nominated in writing by the Lessor from time to time (**the Lessor's Representative**) who shall convene a meeting within 10 days of receipt of such notice from the Lessee or such other period of time as is agreed to by the parties between the Lessor's Representative and an officer of the Lessee for the purpose of resolving the dispute (**the Original Meeting**).

Referral of Dispute: Phase 2

In the event the dispute is not resolved in accordance with **clause 28** of this Lease then the dispute shall be referred in writing to the CEO of the Lessor who shall convene a meeting within 10 days of the Original Meeting or such other date as is agreed to by the parties between the CEO and the President of the Lessee for the purpose of resolving the dispute.

Appointment of Arbitrator: Phase 3

In the event the dispute is not resolved in accordance with **clause 28** of this Lease then the dispute shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act* 1985 (as amended from time to time) and the Lessor and the Lessee may each be represented by a legal practitioner.

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

29. Prior notice of proposal to change rules

The Lessee agrees that it will not change its rules of association under the Associations Incorporations Act 1987 without notifying the Lessor of its intention to make such a change prior to consideration of the required special resolution.

30. Provision of information

The Lessee agrees to provide to the Lessor:

- (a) a copy of the Lessee's audited annual statement of accounts for each year;

- (b) advice of any changes in its office holders during the Term; and
- (c) any information reasonably required by the Lessor.

31. Right to terminate upon notice

- (1) Deleted.

32. Caveat

No absolute caveat

The Lessee nor any person on behalf of the Lessee will, without the prior written consent of the Lessor and the Minister for Lands, lodge any absolute caveat at Landgate against the Certificate of Title for the Land, to protect the interests of the Lessee under this Lease.

CEO & Lessor as attorney

In consideration of the Lessor having granted this Lease to the Lessee, the Lessee irrevocably appoints the Lessor and the CEO of the Lessor jointly and severally:

- (a) for the Term of this Lease;
- (b) for any holding over under this Lease; and
- (c) for a period of 6 months after Termination,

to be the agent and attorney of the Lessee in its name and on its behalf to sign and lodge at Landgate:

- (d) a withdrawal of any absolute caveat lodged by or on behalf of the Lessee;
- (e) a withdrawal of any caveat lodged by or on behalf of the Lessee and not withdrawn on Termination; and
- (f) a surrender of the estate granted by this Lease,

and the costs of withdrawing any caveat or surrendering this Lease (including the Lessor's solicitor's costs and registration fees) will be borne by the Lessee.

Ratification

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.

Indemnity

The Lessee indemnifies the Lessor against:

- (g) any loss arising directly from any act done under this clause. and
- (h) all costs and expenses incurred in connection with the performance of any act by the attorney on behalf of the Lessee under this clause.

33. Goods and services tax

Definitions

- (1) The following definitions apply for the purpose of this clause:
- (a) **Act** means the Commonwealth's *A New Tax System (Goods and Services Tax) Act 1999* and associated Acts and subsidiary legislation;
 - (b) **Consideration** means the Amounts Payable or any other money payable to the Lessor under this Lease, but does not include the amount of the GST which may apply to the Amounts Payable or other money payable under the Act;
 - (c) **GST** means a tax under the Act levied on a Supply including but not limited to the Amounts Payable or other money payable to the Lessor for goods or services or property or any other thing under this Lease; and
 - (d) **Supply** means a good or service or any other thing supplied by the Lessor under this Lease and includes but is not limited to a grant of a right to possession of the Premises.

Lessee to pay GST

- (2) The Consideration will be increased by the amount of the GST, if any, which the Lessor is required under the Act to pay on any Supply made under this Lease.
- (3) The Lessee must pay any increase referred to at **clause 33(2)** whether it is the Lessee or any other person who takes the benefit of any Supply.
- (4) The Lessee must pay the amount of the GST to the Lessor at the same time and in the same manner as the Lessee is required to pay the Consideration under this Lease.

Consideration in Kind

If consideration in kind is accepted by the Lessor for any Supply made under this Lease, the GST amount payable to the Lessor under **clause 33(3)** in respect of the consideration in kind will be calculated by using the prevailing market value of the consideration in kind as determined by the Lessor.

- (5) No Contribution from Lessor

If the Lessee is required under this Lease to make any payment of money or give other consideration to a third party for outgoings, goods, services and benefits of any kind, the Lessee is not entitled to any contribution from the Lessor for any GST payable by it to any person.

- (6) Statement of GST paid is Conclusive

A written statement given to the Lessee by the Lessor of the amount of the GST that the Lessor pays or is liable to pay or account for is conclusive as between the Parties except in the case of an obvious error.

- (7) Tax Invoices

For each payment by the Lessee under this clause the Lessor agrees to promptly deliver to the Lessee, as required under the Act, tax invoices and adjustment notes in a form which complies with the Act, so as to enable the Lessee to claim input tax credits or decreasing adjustments for Supplies.

- (8) Reciprocity

If the Lessee furnishes any Supplies to the Lessor under this Lease, then the requirements set out in this clause with respect to the Lessee will apply to the Lessor with the necessary changes.

34. No Fetter

Notwithstanding any other provision of this Lease, the Parties acknowledge that the Lessor is a local government established by the *Local Government Act 1995*, and in that capacity, the Lessor may be obliged to determine applications for consents, approvals, authorities, licences and permits having regard to any Written Law governing such applications including matters required to be taken into consideration and formal processes to be undertaken, and the Lessor shall not be taken to be in default under this Lease by performing its statutory obligations or exercising its statutory discretions, nor shall any provision of this Lease fetter the Lessor in performing its statutory obligations or exercising any discretion.

35. Additional Terms Covenants and Conditions

Each of the terms, covenants and conditions (if any) specified in **Item 10** of the Schedule are part of this Lease and are binding on the Lessor and the Lessee as if incorporated into the body of this Lease.

36. Commercial Tenancy Act

If at any time and for so long as the *Commercial Tenancy (Retail Shops) Agreements Act 1985* applies to this Lease and a provision of that Act conflicts with a provision of this Lease, then each conflicting provision of this Lease is deemed to be amended to the extent necessary to comply with that Act.

37. 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.

38. 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.

39. 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.

40. Notice

Form of delivery

A Notice to a Party must be in writing and may be given or made:

- (a) by delivery to the Party personally; or
- (b) by addressing it to the Party and leaving it at or posting it by registered post to the address of the Party appearing in this Lease or any other address nominated by a Party by Notice to the other.

Service of notice

A Notice to a Party is deemed to be given or made:

- (c) if by personal delivery, when delivered;
- (d) if by leaving the Notice at an address specified in **clause 40(b)**, at the time of leaving the Notice, provided the Notice is left during normal business hours; and
- (e) if by post to an address specified in **clause 40(b)**, on the second business day following the date of posting of the Notice.

Signing of notice

A Notice to a Party may be signed:

- (f) if given by an individual, by the person giving the Notice;
- (g) if given by a corporation, by a director, secretary or manager of that corporation;
- (h) if given by a local government, by the CEO;
- (i) if given by an association incorporated under the *Associations Incorporation Act 1987*, by any person authorised to do so by the board or committee of management of the association; or
- (j) by a solicitor or other agent of the individual, corporation, local government or association giving the Notice.

41. 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.

42. Variation

This Lease may be varied only by deed executed by the parties subject to such consents as are required by this Lease or at law.

43. 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.

44. 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.

45. 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.

46. Waiver

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.

Partial exercise of right power or privilege

A single or partial exercise of any right, power or privilege does not preclude any other or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

Schedule

Item 1 Land and Premises

Land

Portion of Lot 238 and Portion of 109 Williams - Kondinin Road, on Deposited Plan 233217, being Portion of Reserve 25963 and comprising approximately 15.1071 ha in area.

Premises

That part of the Land depicted on the plan in GREEN annexed hereto as **Annexure 1**, including all buildings, structures, alterations, additions and improvements on that part of the Land, or erected on that part of the Land during the Term.

Item 2 Term

Commencing on 1 July 2020 and expiring on 31 December 2024.

Item 3 Further Term

5 years commencing on 1 January 2025 and expiring on 31 December 2029.

Item 4 Commencement Date

1 July 2020.

Item 5 Rent

\$1 plus GST payable annually in advance.

Item 6 Rent Review

Not applicable

Item 7 Permitted purpose

Motocross Track and uses reasonably ancillary thereto.

Item 8 Public liability insurance

Ten million dollars (\$10,000,000.00).

Item 9 Repainting Dates

Not applicable

Item 10 Additional terms and covenants

- a) The lease term commencing from 1 July 2020 and being for an initial term expiring on 31 December 2024 (to coincide with the dates of other leases on the reserve), with a 5 year option at the lessor's absolute discretion;
- b) The fixed building assets on the property being insured by the Shire of Narrogin and the lessee being required to reimburse the Shire for that expense;
- c) The lessee paying all outgoings including but not limited to all rates and refuse charges, emergency service levies and utilities on the property;
- d) Notwithstanding clause (c) above, the Council will consider waiving the local government's rates each year, pursuant to section 6.47 of the Local Government Act 1995;
- e) The lessee obtaining and maintaining during the duration of the lease, public liability insurance in its name with respect to the land and the lease of at least \$10m;
- f) The lessee obtaining and maintaining during the duration of the lease public liability insurance in its name or through affiliation with an appropriately recognised organisation, such as Motorcycling Western Australia, with respect to any motocross event or activity of at least \$10m;
- g) The lessee being required to ensure that the site is adequately demarcated or fenced and signed at appropriate distances and maintained during the duration of the lease, to warn the public of the dangers of accessing the track, to the satisfaction of the Chief Executive Officer, within a period of 12 months from commencement of the lease;
- h) The lessee providing sufficient sanitary conveniences for both male and female participants and all attending spectators and making suitable arrangements for the safe disposal of sanitary waste; and
- i) The Narrogin Dirt Bike Association is to use its best endeavours to permit the Vintage Motocross Club of Western Australia Inc. or indeed other Motorcycling Western Australia affiliated Clubs or organisations, to utilise the track from time to time for meets and events when the track and facilities are not required by the lessee, for its meets and events. Such permissions may include reasonable terms and conditions, including fees and/or trade off of use of labour, plant and equipment, and are to be consistent with the following principles:
 - i) The land being a reserve for community use and recreation;
 - ii) The economic development and positive promotion of the district; and
 - iii) Supporting and promoting the sport of motorcycling.

Signing page

EXECUTED 11 March 2020

THE COMMON SEAL of THE SHIRE OF NARROGIN was hereunto affixed in the presence of:



Leigh Ballard
President

Leigh Ballard
Leigh Ballard

Dale Stewart
Chief Executive Officer

Dale Stewart
Dale Stewart

Signed by the Narrogin Dirt Bike Association pursuant to the constitution of the Lessee in the presence of each of the undersigned each of whom hereby declares by the execution of this document that he or she holds the office in the Lessee indicated under his or her name-

Kim Blyth
Office Holder Sign

Kim Blyth
Name:

67 Felspar St Narrogin
Address:

President
Office Held:

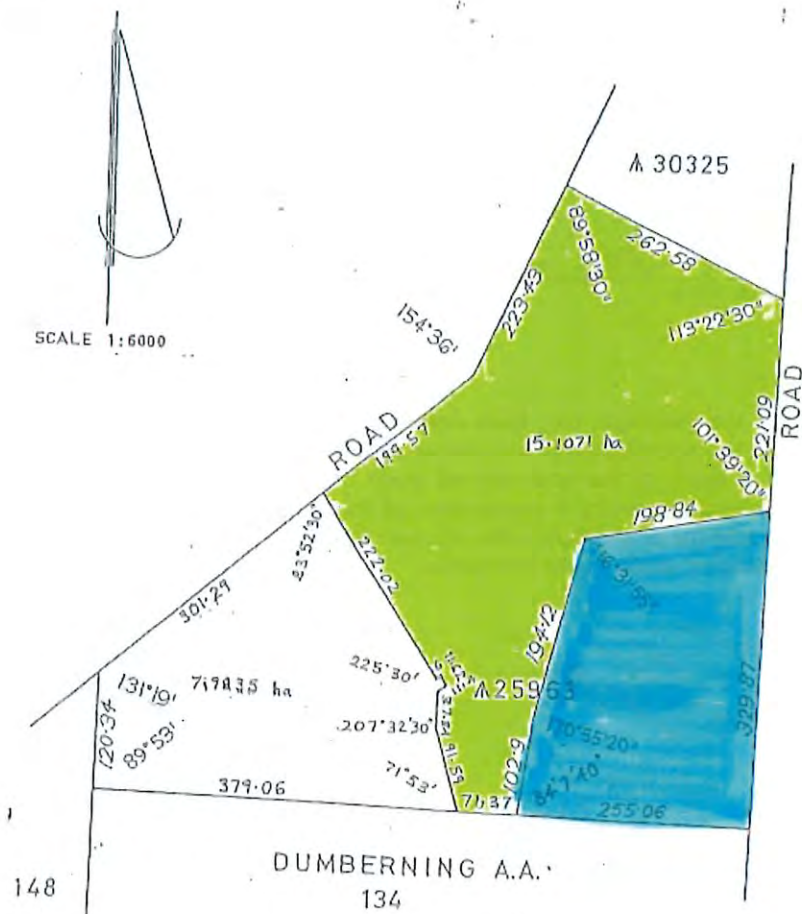
Dale Daniels
Office Holder Sign

Dale Daniels
Name:

176 Yilliminning Rd Narrogin
Address:

Vice President
Office Held:

Annexure 1 – Sketch of Premises



Annexure 2 – Minister for Lands' Consent



Department of Planning,
Lands and Heritage

Land Use Management

Our ref: File 0665-1961 Case 2000612, IDA110868261
Enquiries: Kevin Harrison, ph 97910860
Fax: 6552 4417

5 March 2020

Chief Executive Officer
Shire of Narrogin
PO Box 1145
Narrogin WA 6312

Email only ea@narrogin.wa.gov.au

Dear Carolyn

Section 18 Ministers Consent for proposed Lease over portion of Reserve 25963, Dandaloo Park, Narrogin Dirt Bike Association

Thank you for your recent correspondence regarding permission to Lease portion of Reserve 25963 which is set aside for the purpose of Recreation managed by the Shire of Narrogin with power to lease for any term not exceeding 21 years subject to the consent of the Minister for Lands.

In accordance with section 18 of the *Land Administration Act 1997* (LAA) approval from the Minister for Lands is granted to the proposed Lease provided to the Department of Planning, Lands and Heritage (DPLH) by email dated 28 February 2020 on the condition that the final document executed by the parties is on the same terms as that provided to DPLH with that email. If the final document executed by the parties is not on the approved terms, then it may be void under section 18 LAA.

Please note that this approval is for the purposes of section 18 LAA only and does not constitute an endorsement as to the terms and effect of the document. DPLH cannot provide any advice in respect of the Lease and recommends that each party obtain their own independent advice as to their rights and obligations under the Lease.

This approval is subject to the registration requirements of the *Transfer of Land Act 1893*. You will need to provide a copy of this letter to Landgate if the documents are to be lodged for registration at Landgate.

Should you have any enquiries please don't hesitate to contact me on any of the above details.

Yours sincerely

A handwritten signature in blue ink, appearing to read 'K. Harrison'.

Kevin Harrison
Senior Land Officer
Case Delivery

Gordon Stephenson House, 140 William Street Perth Western Australia 6000 Locked Bag 2506, Perth Western Australia 6001
Telephone (08) 6552 4400 Facsimile (08) 6552 4417 Freecall: 1800 735 784 (Country only)
Email: info@lands.wa.gov.au Website: www.lands.wa.gov.au
ABN: 68 565 723 484

EXERCISE OF LEASE RENEWAL – DANDALOO PARK, PORTION OF RESERVE 25963

Pursuant to Item 3 of the Schedule of the lease agreement between the Shire of Narrogin and Narrogin Dirt Bike Association, the Shire of Narrogin and Narrogin Dirt Bike Association hereby effect the renewal of the lease as the continuing entities as Lessor and Lessee respectively for a further 5 year term commencing 1 January 2025.

Signing Clause

EXECUTED

2024

THE COMMON SEAL of THE SHIRE OF NARROGIN

Was hereunto affixed in the presence of:

President – Leigh Ballard

Chief Executive Officer – Dale Stewart

Signed by Narrogin Dirt Bike Association pursuant to the constitution of the Lessee in the presence of each of the undersigned of whom hereby declares by the execution of this document that they hold the office in the Lessee indicated under their name:

Office Holder Signature

Office Holder Signature

Name

Name

Office Held

Office Held

10.4.3 REQUEST FOR NEW LEASE FOR NARROGIN CLAY TARGET CLUB INC

File Reference	A340058
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interests that requires disclosure.
Applicant	Nil
Previous Item Numbers	Nil
Date	23 October 2024
Author	Dale Stewart – Chief Executive Officer
Authorising Officer	Dale Stewart – Chief Executive Officer
Attachments 1. Current Lease 2. Draft New Lease	

Summary

This report recommends that Council resolved to approve a new 21 year lease for the Narrogin Clay Target Club Inc for the use of Portion of Lot 109 on Deposited Plan 405517 of Reserve 25963, approximately 7.0371 ha, with the current 10-year lease expiring on 31 December 2024. The Club has expressed a desire for a 21 year lease, which is the maximum term allowed under the Management Order and Minister for Land's Guidelines. This extension will ensure the continued operation of a vital recreational facility that serves the community and promotes engagement in clay target shooting sports.

Background

The Narrogin Clay Target Club Inc has been a cornerstone of the local shooting sports community, successfully managing and operating the facility throughout its current lease term. The Club has demonstrated a strong commitment to responsible stewardship of the site, providing safe and regulated access to shooting sports for both recreational and competitive purposes. Their activities contribute significantly to community engagement and regional sporting events, drawing participants from Narrogin and surrounding areas.

Consultation

Comprehensive stakeholder engagement has included:

- Direct consultation with the Narrogin Clay Target Club Inc regarding operational needs and future plans;
- Assessment of safety protocols and compliance measures; and
- Regular inspections by Shire Officers.

Feedback indicates strong community support for the ongoing operations of the Narrogin Clay Target Club Inc.

Statutory Environment

The lease process is governed by:

- Local Government Act 1995 (WA);

- Local Government (Functions and General) Regulations 1996; Regulation 30 (exempt from advertising due to it being an incorporated body);
- Land Administration Act 1997 (WA);
- Planning and Development Act 2005 (WA); and
- Relevant local planning schemes and policies.

All statutory requirements regarding public land use and lease agreements have been satisfactorily met.

Policy Implications

The renewal aligns with and supports multiple Shire policies:

- Asset Management Policy;
- Community Engagement Policy; and
- Youth Development Strategy.

Sustainability & Climate Change Implications

The Narrogin Clay Target Club Inc recognises the importance of sustainability in its operations and is committed to implementing practices that positively impact the environment, economy, and community. The following sections outline the key sustainability implications associated with the lease renewal.

Environmental – The Narrogin Clay Target Club Inc is dedicated to implementing sustainable practices in facility management. This includes regular maintenance of the shooting ranges and surrounding areas to minimise environmental impacts. The Club will incorporate erosion control measures and proper waste management protocols to protect local flora and fauna.

Economic – The continued operation of the Narrogin Clay Target Club Inc supports local businesses by attracting visitors during events and competitions. This influx of participants and spectators not only boosts the local economy but also encourages spending in nearby shops, restaurants, and accommodation providers. The Club's activities help foster a vibrant economic environment, contributing to the overall prosperity of Narrogin and surrounding areas.

Social - The Narrogin Clay Target Club Inc provides a safe and structured environment for youth and shooting sports enthusiasts, fostering community engagement and social cohesion. By offering organised events and training programs, the Club promotes skills development and sportsmanship among participants. This access to recreational facilities enhances the quality of life for residents, strengthens community bonds, and encourages active lifestyles, ultimately supporting health and wellbeing of the Narrogin Community.

Financial Implications

The financial terms of the lease will remain unchanged, with a nominal annual rent of \$1 plus GST. The Club will be responsible for all outgoings, including local government rates and utility charges, the Council will consider waiving local government rates each year in accordance with its policy framework.

- Structures lease fee revenue as per the agreement;
- Minimal operational costs to the Shire; and
- Potential for future capital works considerations within long-term financial planning.

Strategic Implications

Renewing the lease for the Narrogin Clay Target Club Inc aligns with the Shire's strategic objectives to promote community engagement, provide recreational facilities, and support local sporting associations. It contributes to the development of Narrogin as a vibrant community.

Shire of Narrogin Strategic Community Plan 2017-2027:		
Outcome:	1.1	Growth in revenue opportunities
Strategy:	1.1.1	Attract new industry, business, investment and encourage diversity whilst encouraging growth of local business
Outcome:	1.2	Increased Tourism
Strategy:	1.2.1	Promote, develop tourism and maintain local attractions
Strategy:	2.3.3	Facilitate and support community events

Risk Implications

Risk	Risk Likelihood	Risk Impact / Consequence	Risk Rating	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
The risks associated with this proposal are considered low. The primary risk involves delays in obtaining approval from the Minister for Lands, however, with the required approvals, this risk is mitigated. The Shire will continue to work closely with all relevant parties to ensure timely progress.	Rare (1)	Moderate (3)	Low (1-4)	Compliance Requirements	Accept Officer Recommendation

Risk Matrix

Consequence Likelihood		Insignificant	Minor	Moderate	Major	Catastrophic
		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives; occupational health and safety, financial, service interruption, compliance,

reputation and environment. A risk matrix has been prepared and a risk rating of three (3) has been determined for this item. Any items with a risk rating over 10 or greater (considered to be high or extreme risk) will be added to the Risk Register, and any item with a risk rating of 16 or greater will require a specific risk treatment plan to be developed.

Comment/Conclusion

The Narrogin Clay Target Club Inc has effectively managed its current lease, contributing positively to the community's recreational landscape. The proposed 21 year lease represents a continuation of this successful partnership, ensuring that quality shooting sports facilities remain accessible to the community.

Voting Requirements

Simple Majority

OFFICERS' RECOMMENDATION & COUNCIL RESOLUTION 271124.11

Moved: Cr Pomykala

Seconded: Cr Bartron

That with respect to the request for a new lease for the Narrogin Clay Target Club Inc, Council:

- 1) Approves a new 21 year lease for the Narrogin Clay Target Club Inc for Portion of Lot 109 on Deposited Plan 405517 of Reserve 25963, commencing 1 January 2025; and
- 2) Authorises the Shire President and Chief Executive Officer to sign and affix the Common Seal to the lease documentation in the substantive form of Attachment 2.

CARRIED 7/0

For: President Ballard, Cr Broad, Cr Fisher, Cr Bartron, Cr Pomykala, Cr Wiese, Cr McNab

Against: Nil

2 0 1 4

**SHIRE OF NARROGIN
(the “Lessor”)**

AND

**THE NARROGIN CLAY TARGET CLUB INC
(the “Lessee”)**

LEASE AGREEMENT

**WL & KJ Everett
Barristers and Solicitors
4 Fortune Street
NARROGIN WA 6312
Tele: (08) 9881 1600**

Our Ref: 11046_JLK

THIS AGREEMENT is made on

31ST DECEMBER 2014

BETWEEN

Shire of Narrogin of 43 Federal Street, Narrogin in the State of Western Australia ("the lessor")

And

The Narrogin Clay Target Club Inc of PO Box 163, Narrogin in the State of Western Australia ("the lessee")

RECITALS

- A. The lessor has agreed to lease to the lessee and the lessee has agreed to take the land described in item 1 of the reference schedule ("the leased premises") upon the terms and conditions set out in this deed.
- B. The lease is subject to the consent of the Minister for Lands.

IT IS AGREED AS FOLLOWS

Definitions

- 1. These definitions apply unless they are inconsistent with the context.

'Lease' means, depending on the particular context:

- (a) this document; or
- (b) the leasehold estate created on the signing or registration of this document; or
- (c) any other legal or equitable interest arising from either or both of:
 - (i) entry into possession of the leased premises; or
 - (ii) the payment or acceptance of money for the right to occupy and use the leased premises, or
- (d) any holding-over period created under the terms of cl 4 of this document.

'Notify' means to serve a written notice.

'Rates and taxes' means rates, taxes, charges, duties and fees imposed under any statute on the leased premises or the lessor as lessor of the leased premises or as registered proprietor of the building. It includes any land tax calculated on a single holding basis.

'Statute' includes all delegated legislation and statutory instruments issued under it.

Interpretation

2. These rules apply in the interpretation of this document:
 - (a) Clause headings have been included, but the lease is not to be construed or interpreted by reference to them.
 - (b) References to corporations include natural persons and vice versa.
 - (c) References in the singular number include the plural number and vice versa.
 - (d) References to any gender include any other gender.⁴
 - (e) No statutory provisions are implied in this lease except those that cannot be contracted out of.

Notification and service

3. (1) Where the lease provides that one party is to notify the other, a notice may be served by any of the following methods:
 - (a) by personal delivery to the person to be served; or
 - (b) by prepaid post to the person to be served:
 - (i) addressed to the premises, if to the lessee; or
 - (ii) addressed to the person's last known place of business; or
 - (iii) addressed to the registered office or principal place of business or to the care of the managing director, the general manager, the principal administrative officer or at least two directors, if to a corporation; or
 - (iv) addressed to the person's last known place of residence, if to a natural person;
 - (c) by any other authorised method.
- (2) Anything sent by post will be taken to have been received in the ordinary course of post, whether or not the person to be served receives it.
- (3) Where more than one person has the same interest in the lease, notification to or by one of them is sufficient notification to or by all of them.

Grant and term of lease

4. (1) The lessor grants the lessee the rights to possess and use the leased premises for the term stated in item 2 of the reference schedule and under the provisions of the lease.
- (2) The term begins and ends on the dates stated in item 2 of the reference schedule and includes each of those dates.
- (3) If the lessee occupies the leased premises after the end of the lease with the lessor's consent, the lessee will do so as a lessee from month to month (holding over). Those lease terms that are relevant will apply to the holding over and either the lessor or the lessee may end it by giving one month's written notice to the other expiring at any time.

- (4) The lease binds the lessor's and lessee's personal representatives and assignees, or if either or both of them are corporations, their successors and assignees, as if they were parties to it.

Rent

5. (1) For the right to possess and use the leased premises the lessee must pay the lessor the annual rent.
- (2) The lessee must pay the amounts stipulated in cl 5(1), whether demanded or not and without any deductions.
- (3) The annual rent is the amount referred to in item 3 of the reference schedule..
- (4) The lessee must pay the annual rent in advance.
- (5) The lessee must pay the annual rent on the date the lease starts and must pay each following instalment on the first day of each new year of the term.

Outgoings

6. (1) The lessee must pay all of the outgoings specified in item 4 of reference schedule.

Transfer, subletting and parting with possession

7. (1) The lessee may not sublet, transfer the lease or part with possession of all or part of the leased premises without the consent of the lessor and the Minister for Lands and it is hereby agreed that section 80 of the Property Law Act shall not apply and is expressly excluded.

Abatement

8. (1) If, during the lease:
 - (a) a natural disaster or other serious event occurs that the lessee is unable to reasonably control; and
 - (b) as a result, the leased premises are destroyed or damaged, or the usual access to them is completely or partly obstructed; and
 - (c) because of the destruction, damage or obstruction the lessee is unable to conduct its activities in a reasonable manner,the lessee's obligations under cl 5 to pay rent, will abate proportionally with the effect on the lessee's activities until the premises and access to them are reconstructed or restored to a level that allows the lessee to conduct its activities on the premises in a reasonable manner.

Repair -- lessee's obligation

9. (1) The lessee must keep the leased premises in good repair, bearing in mind the condition of the premises at the beginning of the lease, but need not carry out:

- (a) any structural work, unless it has become necessary because of any actions, whether negligent or deliberate, of the lessee or those for whom the lessee is responsible;
 - (b) repairs that are necessary because of fair wear and tear; or
 - (c) repairs that are necessary because of a natural disaster or other serious event that is out of the lessee's control.
- (2) To comply with its obligation under cl 9(1), the lessee must:
- (a) immediately repair any damage to the leased premises or the building caused by the actions, whether negligent or deliberate of the lessee or those for whom the lessee is responsible;
 - (b) immediately replace broken electric lights in the leased premises;
 - (c) regularly maintain and repair the lessor's services that are located within the leased premises and serve the leased premises.
- (3) The lessee must keep the leased premises neat and clean.

Repair – lessor's rights

10. (1) At all reasonable times the lessor, its agents or both may enter the leased premises to look at its condition and that of the lessor's services and for the purpose of all authorised officers or the lessor carrying out their duties. The lessor may notify the lessee of any defects and require the lessee to remedy them within a reasonable time.
- (2) At all reasonable times the lessor, its agents or both may enter the leased premises, without causing unnecessary interference with the use of the leased premises by the lessee, to:
- (a) comply with the terms of any statute affecting the leased premises;
 - (b) carry out any structural work the lessor thinks should be carried out;
 - (c) install any services;
 - (d) carry out any repairs to the leased premises the lessor thinks should be carried out;
 - (e) remedy any defects about which the lessor has notified the lessee under cl 13(1) and which the lessee has not remedied within a reasonable time.
- (3) If the lessor carries out any works in the leased premises that the lessee should have carried out, the lessee must pay the lessor on demand the costs of that work.

Insurance

11. (1) The lessee must, at its own expense, take out and keep up to date insurance policies (as described in cl 11(3)) over the leased premises in the names of the lessor and the lessee.
- (2) The insurance policies must be taken out with an insurance company approved by the lessor.
- (3) The lessee must take out:

- (a) a public risk policy that gives a minimum cover for each accident, claim or event of the amount stated in item 5 of the reference schedule, or if the lessor notifies the lessee, any reasonable higher amount. The cover provided under this policy must not be contributory with any policy the lessor takes out;
 - (b) a policy to insure all buildings erected on the leased premises including plate glass in the leased premises;
 - (c) a workers compensation insurance policy in respect of every person employed to work on the leased premises.
- (4) The lessee must give copies of the insurance policies of the types described in cl 11(3) to the lessor upon demand.
 - (5) Within seven days of receiving any certificate of renewal or further policy, the lessee must give a copy of it to the lessor.
 - (6) The lessee must, if requested by the lessor, show evidence of renewal of an expired policy to the lessor.
 - (7) The lessee must not do anything directly or indirectly that might make any insurance on or relating to the leased premises or the building void or voidable or which might increase the policy premium.
 - (8) The lessee must pay any increase in insurance premiums or charges incurred because of the lessee's use of the leased premises.
 - (9) The lessee must:
 - (a) comply with the insurance, sprinkler and fire alarm regulations that apply because of the use of the leased premises; and
 - (b) comply with the requirements of any insurer of the leased premises or of the building; and
 - (c) pay for any necessary alterations to the sprinkler or fire alarm installation to ensure compliance.
 - (10) The lessee must apply all money received under the plate glass insurance policy towards reinstating the damaged glass. If the money is insufficient to meet the cost of the reinstatement, the lessee must pay the extra amount to reinstate the damaged glass to the lessor's satisfaction.
 - (11) The lessee shall indemnify and keep indemnified the lessor and the Minister for Lands from and against all claims, demands, summons, actions, suits, proceedings, judgement orders, damages, costs, losses and expenses of any nature whatsoever with the lessor may suffer or incur in connections with the loss of life, personal injury and/or damage to the property arising from or out of any occurrence upon or at the leased premises or the use by the lessee of the leased premises or any part thereof or to any person or the property of any person using or entering on or near the leased premises or occasions (wheresoever it may occur) wholly or in part by any act, negligence, default or omission by the lessee,

its agents, contractors, workers, customers or any other person or persons using or upon the leased premises with the lessee's consent or approval, express or implied.

Use of the leased premises

12. (1) The lessee:

- (a) may use the leased premises for the purpose specified in item 6 of the reference schedule only; and
- (b) must conduct its activities on the leased premises in a professional manner.

(2) The lessor does not represent:

- (a) that the leased premises are suitable for the permitted use;
- (b) that the lessor's fittings and accessories or services are suitable for the permitted use;

(3) The lessee must not:

- (a) use or allow the use of the leased premises for living or sleeping; and
- (b) overload, or allow the overloading of the floors of the leased premises by placing heavy articles on them, the individual or combined weights of which exceed the design and construction limits of the leased premises; and
- (c) conduct or allow any auction sale, fire sale, warehouse sale or liquidation sale in the leased premises; and
- (d) permit any rubbish to accumulate in the leased premises unless confined in suitable containers that are not in public view;
- (e) commit or permit any waste or spoil on any part of the leased premises;
- (f) remove or alter any buildings, erections or any fences now or hereafter on the lease premises;
- (g) cut or remove any timber from the leased premises; and

(4) The lessee must:

- (a) comply with any statute affecting the leased premises; and
- (b) at its own cost, carry out any alterations, additions and repairs to the leased premises required by any statute if necessary because of the lessee's actions or the lessee's use of the leased premises; and
- (c) take out and keep current all licences and permits required to carry on the activities conducted in the leased premises and comply with all the conditions relating to the licences; and
- (d) comply with the weight and positioning requirements that the lessor prescribes for safes and other heavy articles or goods; and
- (e) at its own expense, keep the leased premises free of pests;

- (f) install and maintain firebreaks to the specifications of the relevant fire authority and the Shire Firebreak Order prior to the advertised date in each year of the term and any extension thereof;
- (g) pay all costs incurred by the lessor for the purpose of or incidental to the preparation and service of any notices issued to the lessee in respect of any breach.

Cancellation for breach

13. (1) The following lessee's covenants are essential terms of this lease:
 - (a) the covenant to pay rent during the lease term (cl 5); and
 - (b) the covenant not to deal with the lease, or part with possession of the premises without consent (cl 7); and
 - (c) the covenant about use of the premises (cl 12); and
 - (d) the covenant requiring the lessee to insure the premises (cl 11).
- (2) The lessor's acceptance of late payment of any rent does not waive the essentiality of the lessee's obligation to pay rent.
- (3) The lessor may cancel the lease if:
 - (a) all or part of the rent or other money due to the lessor under the lease remains unpaid for 14 days after it is due, whether formally demanded or not;
 - (b) the lessee breaches the lease, or any rule or regulation made under the lease;
 - (c) defects notified under cl 10(1) are not remedied within the time specified in the notice;
 - (d) the lessee is a corporation and an order is made or a resolution is passed for its winding up, unless it is for reconstruction or amalgamation;
 - (e) the lessee:
 - (i) stops or threatens to stop carrying on the activities; or
 - (ii) goes into liquidation, whether voluntary or not; or
 - (iii) is wound up; or
 - (iv) is placed under the control of a liquidator or receiver (in both cases whether provisional or otherwise); or
 - (v) is placed under official management under the Corporations Act 2001; or
 - (vi) enters into a composition or scheme of arrangement;
 - (f) the interest of the lessee under the lease is taken in execution; or
 - (g) the lessee or any person claiming through the lessee conducts any business from the leased premises after the lessee has committed an act of bankruptcy.
- (4) For the purposes of cl 13(1) the lessor may cancel the lease by:

- (a) notifying the lessee of the cancellation; or
 - (b) re-entering the leased premises, with force if necessary, ejecting the lessee and all other persons from the leased premises and repossessing them; or
 - (c) doing both.
- (5) If the lessor cancels the lease under cl 13(1) the lessee remains liable for any previous breach of the lease and other remedies available to the lessee for recovery of unpaid rent or for breach of the lease are not affected.
- (6) If the lessor cancels the lease under cl 13(1), it may, in addition to any other rights and remedies that it might have, recover damages from the lessee for the loss of the benefit of so much of the lease as would have continued but for the cancellation.

Removal of the lessee's property

20. If the lessor cancels the lease under cl 13 it may:
- (a) remove the lessee's property; and
 - (b) store it at the lessee's expense; and
 - (c) after storing the property for 30 days, dispose of it and apply any proceeds towards:
 - (i) any unpaid rent or other money; or
 - (ii) any loss or damage; or
 - (iii) the payment of storage and other expenses,
 without being liable to the lessee for trespass, detainue, conversion or negligence.

Interest

21. (1) The lessee must pay interest to the lessor:
- (a) on any money due under the lease; or
 - (b) on any judgment for the lessor in an action arising from the lease, until all outstanding money and interest is paid in full.
- (2) Interest will accrue and be calculated daily at the rate set by the lessor's bank as its benchmark rate for overdrafts of \$100,000 or more or, if there is no set rate, at the annual rate of 15%.

Quiet enjoyment

22. If the lessee pays the rent and does not breach the lease it may use the leased premises during the lease without any interference from the lessor, the lessor's agents or transferees, subject to the lease terms and the lessor's rights under it.

Right of first refusal

23. If

- (a) the lessee has punctually complied with all the lessee's covenants for the lease term; and
- (b) within 12 months after the expiry of the term of the lease the lessor wishes to re-lease the land;

the lessor shall first offer the land to the lessee. If within 30 days of receipt of such offer, the lessee has not accepted same, the lessor shall be at liberty to offer the land for lease to other persons provided however that if the lessor makes any alteration to the terms and conditions on which the land is offered for lease, they shall again offer the land to the lessee with such changed terms and conditions.

Costs

24. The lessee is to pay the lessor's reasonable legal and other costs of preparing the lease.

Lessee's obligation to pay GST

26. (1) In this clause 'GST' refers to goods and services tax under A New Tax System (Goods and Services) Act 1999 (GST Act) and the terms used have the meanings given in that Act.
- (2) All rent and other amounts the lessee agrees to pay to the lessor as the consideration for the supply expressed in this lease are exclusive of GST.
 - (3) The lessee agrees to pay to the lessor the additional amount of GST together with any payment to which it relates. This obligation includes rent, rates, outgoings or consideration for any other taxable supply.
 - (4) The lessee must pay the lessor the full amount of GST, despite any entitlement the lessor may have to input tax credits or other credits or reimbursements for GST.
 - (5) The lessor agrees to deliver to the lessee tax invoices, as required under the GST legislation, to allow the lessee to claim input tax credits for the taxable supply.

Special conditions

27. Notwithstanding any other provision to the contrary contained in this lease, the special conditions (if any) set out in item 7 of the reference schedule shall be deemed to be incorporated into this lease and in the event of a conflict between any of the special conditions and any of the other covenants, conditions, agreements, declarations and terms contained in or referred to in this lease, the special conditions shall prevail.

Minister's consent

28. This lease agreement is subject to the consent of the Minister for Lands endorsed hereon.

REFERENCE SCHEDULE

1. Land: That part of Reserve 25963 and being part of Lot 109 on Plan 233217 and being an area of 15 hectares or thereabouts that is shown in blue on the sketch and outlined on the aerial photograph annexed hereto.
2. Term of the lease: 10 years
Commencing on 1 January 2015
Terminating on 31 December 2024
3. Annual rent in the first year of the term: One dollar \$1.00 plus GST
4. Outgoings:
 - (a) all electricity, gas, telephone and water charges;
 - (b) all insurance premiums as provided in this lease agreement
5. Amount of public risk cover: Twenty million dollars per event (\$20,000,000.00)
6. Use of leased premises: Clay Target Shooting
7. Special conditions:
 - (a) the lessee will at all times during the conduct of any event or activity on the leased premises provide suitable sanitary conveniences for both male and female participants and spectators and make suitable arrangements for the disposal of sanitary waste;
 - (b) the lessee will be responsible for the maintenance of tracks and roads on the leased premises and any buildings erected by the lessee for its own convenience;
 - (c) any building erected on the leased premises by the lessee shall remain the property of the lessee, or its trustees in the event of the lessee going into recess or becoming defunct, and the lessee and/or its trustees

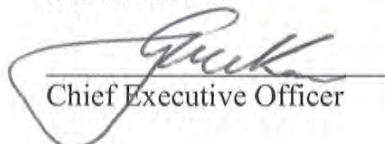
are responsible for removal of the said buildings at the termination of the lease;

- (d) this lease shall at the option of the lessor be determinable by the lessor should the lessee be inactive for a period of 12 months or the club be disbanded or cease to exist;
- (e) the lessee acknowledges that
 - (i) the lease is at all times subject to the continuing approval of all of the land owners who own property adjoining the leased premises and who may be entitled to withdraw their given consent at any time;
 - (ii) should any one of the said land owners withdraw his or her consent then the lessor may continue the lease with such modifications as it may in its absolute discretion think fit such that will satisfy the objection, provided always that should such land owner continue to object, then the lessor shall have the absolute discretion to determine the dispute and may, if there is no resolution to the dispute, terminate the lease.


EXECUTED AS A DEED


Executed by the Shire of Narrogin

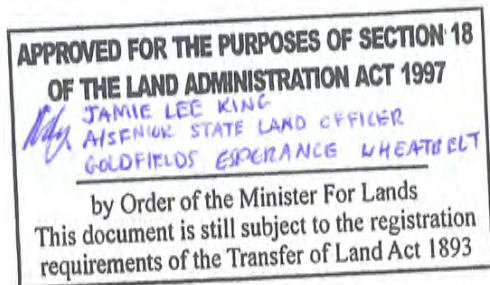

Shire President


Chief Executive Officer

Executed by
The Narrogin Clay Target Club Inc

 Paul Baker - President

 Philip Edkins Secretary / Treasurer.





Lease **Narrogin Clay Target Club Inc** (Portion of Lot 109 on Deposited Plan 405517, Reserve 25963)

Shire of Narrogin

Narrogin Clay Target Club Inc



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: NG:NARR:41868

Disclaimer

This document has been prepared as a template for the Shire of Narrogin (**Shire**).

McLeods cannot be held responsible for any errors of the Shire in preparing this document.

If something arises which is not addressed in the template then we advise the Shire to contact us to seek advice.

Table of Contents

Disclaimer	i
Details	6
Agreed terms	6
1. Definitions	6
2. Interpretation	8
3. Minister for Lands Consent	9
4. Grant of lease	9
5. Quiet enjoyment	9
6. Rent and other payments	9
Rent	9
Outgoings	10
Interest	10
Costs	10
Accrual of amounts payable	11
7. Rent Review	11
Rent to be Reviewed	11
Methods of Review	11
CPI Review	11
Market Rent Review	11
Rent will not decrease	12
Lessor's right to review	12
8. Insurance	12
Insurance required	12
Building Insurance to be affected by Lessor	13
Details and receipts	13
Lessee May be Required to Pay Excess on Insurances	13
Not to invalidate	13
Report	13
Settlement of claim	14
Lessor as attorney	14
9. Indemnity	14
Lessee responsibilities	14
Indemnity	14
Obligations Continuing	15
No indemnity for Lessor's negligence	15
Release	15
10. Limit of Lessor's liability	16
No liability for loss on Premises	16
Limit on liability for breach of Lessor's covenants	16
11. Maintenance, repair and cleaning	16
Generally	16
Cleaning	17
Repair	17

Responsibility for Securing the Premises	17
Maintain surroundings	17
Lessor's Fixtures and Fittings	17
Pest control	17
Painting	17
Drains	18
12. Use	18
Restrictions on use	18
No warranty	19
Lessee to Observe Copyright	20
Premises Subject to Restriction	20
Indemnity for Costs	20
13. Alcohol	20
Consumption of alcohol	20
Liquor licence	20
14. Minimise nuisance to neighbours	21
15. Alterations	21
Restriction	21
Consent	21
Cost of Works	22
Conditions	22
16. Lessor's right of entry	22
Entry on Reasonable Notice	22
Costs of Rectifying Breach	23
17. Statutory obligations and notices	23
Comply with Statutes	23
Indemnity if Lessee Fails to Comply	23
18. Report to Lessor	23
19. Default	24
Events of Default	24
Forfeiture	24
Lessor may remedy breach	24
Acceptance of Amount Payable By Lessor	25
Essential Terms	25
Breach of Essential Terms	25
20. Damage or destruction of Premises	26
Abatement of Rent	26
Total Damage or Destruction	26
21. Option to renew	26
22. Holding over	26
23. Restore premises	27
24. Yield up the premises	27
Peacefully surrender	27
Clause 24.1 to survive termination	27
25. Removal of property from Premises	27
Remove property prior to termination	27
Lessor can remove property on re-entry	27

26. Casual Hire of Premises	27
Casual Hire	27
Lessee remains responsible for Premises at all times	28
27. Assignment, Subletting and Charging	28
No assignment or sub-letting without consent	28
Lessor's Consent to Assignment and Sub-letting	28
Where sublessee is a community group	28
Consents of Assignee Supplementary	28
<i>Property Law Act 1969</i>	29
Costs for assignment and sub-letting	29
No mortgage or charge	29
28. Disputes	29
Referral of Dispute: Phase 1	29
Referral of Dispute: Phase 2	29
Appointment of Arbitrator: Phase 3	29
Payment of Amounts Payable to Date of Award	29
29. Prior notice of proposal to change rules	30
30. Provision of information	30
31. Right to terminate upon notice	30
32. Caveat	30
No absolute caveat	30
CEO & Lessor as attorney	30
Ratification	31
Indemnity	31
33. Goods and services tax	31
Definitions	31
Lessee to pay GST	31
Consideration in Kind	31
34. No Fetter	32
35. Additional Terms Covenants and Conditions	32
36. Commercial Tenancy Act	32
37. Acts by agents	32
38. Governing law	33
39. Statutory powers	33
40. Notice	33
Form of delivery	33
Service of notice	33
Signing of notice	33
41. Severance	34
42. Variation	34
43. Moratorium	34
44. Further assurance	34
45. Payment of money	34
46. Waiver	34

No general waiver	34
Partial exercise of right power or privilege	34
Schedule	35
Signing page	37
Annexure 1 – Sketch of Premises	38
Annexure 2 – Minister for Lands’ Consent	39

Details

Parties

Shire of Narrogin

of PO Box 1145, Narrogin, Western Australia
(Lessor)

Narrogin Clay Target Club Inc

of PO Box 163, Narrogin, Western Australia
(Lessee)

Background

- A The Lessor has the care, control and management of the Land pursuant to a management order.
- B Subject to the prior written approval of the Minister for Lands, the Lessor has agreed to lease and the Lessee has agreed to take a lease of the Premises upon the terms and conditions contained in this Deed.

Agreed terms

1. 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 Lessor; and
- (b) any person visiting the Premises with the express or implied consent of any person mentioned in paragraph (a);

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;

Contaminated Sites Act means the *Contaminated Sites Act 2003 (WA)*;

CPI means the Consumer Price Index (All Groups) Perth number published from time to time by the Australian Bureau of Statistics;

DER means the Department of Water and Environmental Regulation of Western Australia;

Environmental Contamination has the same meaning as the word “contaminated” in the Contaminated Sites Act;

EPA means the Environment Protection Agency of Western Australia;

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;

Interest Rate means the rate at the time the payment falls due being 2% greater than the Lessor’s general overdraft rate on borrowings from its bankers on amounts not exceeding \$100,000.00;

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 Agents includes:

- (a) the sublessees, employees, agents, contractors, invitees and licensees of the Lessee; and
- (b) any person on the Leased Premises by the authority of a person specified in paragraph (a);

Lessee’s Covenants means the covenants, agreements and obligations set out or implied in this Lease or imposed by law to be performed and observed by any person other than the Lessor;

Lessor’s Covenants means the covenants, agreements and obligations set out or implied in this Lease, or imposed by law to be observed and performed by the Lessor;

Management Order means the Management Order made under section 46 of the *Land Administration Act 1997*, under which the Land was vested in the Lessor to be held for the purpose of Recreation;

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;

Schedule means the Schedule to this Lease;

Term means the term of years specified in **Item 2** of the Schedule and any Further Term; and

Termination means expiry by effluxion of time or sooner determination of the Term or any period of holding over.

2. Interpretation

In this Lease, unless expressed to the contrary:

- (a) words importing:
 - (i) the singular includes the plural and vice versa; and
 - (ii) a gender or genders include each other gender;
- (b) if a word or phrase is assigned a particular meaning, other grammatical forms of that word or phrase have a corresponding meaning;
- (c) a reference to:
 - (i) a natural person includes a body corporate or local government;
 - (ii) a body corporate or local government includes a natural person;
 - (iii) a professional body includes a successor to or substitute for that body;
 - (iv) a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
 - (v) a statute, includes an ordinance, code, regulation, award, town planning scheme, regulation, local law, by-law, requisition, order or other statutory instruments made under any of them and a reference to any of them, whether or not by name, includes any amendments to, re-enactments of or replacements of any of them from time to time in force;
 - (vi) a right includes a benefit, remedy, discretion, authority or power;
 - (vii) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
 - (viii) this Lease or provisions of this Lease or any other deed, agreement, instrument or contract includes a reference to:
 - (A) both express and implied provisions; and
 - (B) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
 - (ix) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
 - (x) 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; and

- (xi) a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure is a reference to, respectively, a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure of this Lease;
- (d) the covenants and obligations on the part of the Lessee not to do or omit to do any act or thing include:
 - (i) covenants not to permit that act or thing to be done or omitted to be done by a Lessee's Agent; and
 - (ii) a covenant to take all reasonable steps to ensure that that act or thing is not done or omitted to be done;
- (e) the meaning of general words or phrases is not limited by specific examples introduced by 'including', 'for example' or similar expressions; and
- (f) if a Party comprises two or more persons, the covenants and agreements on their part bind them and must be observed and performed by them jointly and each of them severally, and may be enforced against any one or more of them.

3. Minister for Lands Consent

This Lease is subject to and conditional on the prior approval of the Minister for Lands under the *Land Administration Act 1997*.

4. Grant of lease

The Lessor, subject to clause 3 of this Lease, 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 and observance of the Lessee's Covenants.

5. Quiet enjoyment

Except as provided in the Lease, for so long as the Lessor is the management body of the Premises under a management order, and subject to the performance and observance of the Lessee's Covenants the Lessee may quietly hold and enjoy the Premises during the Term without any interruption or disturbance from the Lessor or persons lawfully claiming through or under the Lessor.

6. Rent and other payments

The Lessee covenants with the Lessor:

Rent

To pay to the Lessor the Rent in the manner set out at **Item 5** of the Schedule on and from the Commencement Date clear of any deductions.

Outgoings

- (1) To pay to the Lessor or to such person as the Lessor may from time to time direct punctually all the following outgoings or charges, assessed or incurred in respect of the Premises:
 - (a) local government rates, specified area rates, taxes, service and other charges and including charges for rubbish and garbage removal;
 - (b) water, drainage and sewerage rates, charges for disposal of stormwater, meter rent and excess water charges;
 - (c) telephone, electricity, gas and other power and light charges including but not limited to meter rents and the cost of installation of any meter, wiring, internet connections or telephone connection;
 - (d) land tax and metropolitan regional improvement tax on a single ownership basis;
 - (e) premiums, excess and other costs arising from the insurance obtained by the Lessor pursuant to **clause 8**. For the avoidance of doubt, the parties agree:
 - (i) that if such premium or cost does not include a separate assessment or identification of the Premises or the Land, the Lessee must pay a proportionate part of such premium or cost determined by the Lessor acting reasonably; and
 - (ii) such insurance will include insurance for the full replacement value of buildings; and
 - (f) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Premises.
- (2) If the Premises are not separately charged or assessed the Lessee will pay to the Lessor a proportionate part of any charges or assessments referred to in **clause 6** being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

Interest

Without affecting the rights, power and remedies of the Lessor under this Lease, to pay to the Lessor interest on demand on any Amounts Payable which are unpaid for 7 days computed from the due date for payment until payment is made and any interest payable under this paragraph will be charged at the Interest Rate.

Costs

- (3) To pay to the Lessor on demand:
 - (a) all duty, fines and penalties payable under the *Duties Act* 2008 and other statutory duties or taxes payable on or in connection with this Lease;
 - (b) all registration fees in connection with this Lease; and
 - (c) all legal costs of and incidental to the instructions for the preparation, execution and stamping of this Lease and all copies.
- (4) To pay to the Lessor all costs, legal fees, disbursements and payments incurred by or for which the Lessor is liable in connection with or incidental to:

- (a) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;
- (b) any breach of covenant by the Lessee or the Lessee's Agents;
- (c) the preparation and service of a notice under Section 81 of the *Property Law Act 1969* requiring the Lessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a Court;
- (d) any work done at the Lessee's request; and
- (e) any action or proceedings arising out of or incidental to any matters referred to in this **clause 6.4** or any matter arising out of this Lease.

Accrual of amounts payable

Amounts Payable accrue on a daily basis.

7. Rent Review

Rent to be Reviewed

The Rent will be reviewed on and from each Rent Review Date to determine the Rent to be paid by the Lessee until the next Rent Review Date.

Methods of Review

The review will be either based on CPI or a Market Review. The basis for each rent review is as identified for each Rent Review Date in **Item 6** of the Schedule.

CPI Review

A rent review based on CPI will increase the amount of Rent payable during the immediately preceding period by the percentage of any increase in CPI having regard to the quarterly CPI published immediately prior to the later of the Commencement Date or the last Rent Review Date as the case may be and the quarterly CPI published immediately prior to the relevant Rent Review Date. If there is a decrease in CPI having regard to the relevant CPI publications the Rent payable from the relevant Rent Review Date will be the same as the Rent payable during the immediately preceding period. Should the CPI be discontinued or suspended at any time or its method of computation substantially altered, the parties shall endeavour to agree upon the substitution of the CPI with an equivalent index, or failing agreement by the parties, the substitution shall be made by a Valuer appointed in accordance with **clause 7.4**.

Market Rent Review

- (1) A rent review based on market rent will establish the current market rent for the Premises (which will not be less than the Rent payable in the period immediately preceding the Rent Review Date) by agreement between the parties and failing agreement, will be determined in accordance with the following provisions.
- (2) If agreement as to the substitution of the CPI with an equivalent index for the Premises is not reached at least one (1) month prior to the relevant Rent Review Date then the current market rent for the Premises will be determined at the expense of the Lessee by a valuer (**Valuer**) licensed under the Land Valuers Licensing Act 1978, to be appointed, at the request of either party, by the President for the time being of the Australian Property Institute (Western

Australian Division) (or if such body no longer exists, such other body which is then substantially performing the functions performed at the Commencement Date by that Institute).

- (3) The Valuer will act as an expert and not as an arbitrator and his or her decision will be final and binding on the parties. The parties will be entitled to make submissions to the Valuer.
- (4) In this **clause 7**, “current market rent” means the rent obtainable for the Premises in a free and open market if the Premises was unoccupied and offered for rental for the use for which the Premises is permitted pursuant to this Lease and on the same terms and conditions contained in this Lease, BUT will not include:
 - (a) any improvements made or effected to the Premises by the Lessee; and
 - (b) any rent free periods, discounts or other rental concessions.

Rent will not decrease

Notwithstanding the provisions in this clause, the Rent payable from any Rent Review based on CPI Review will not be less than the Rent payable in the period immediately preceding such Rent Review Date.

Lessor’s right to review

The Lessor may institute a rent review notwithstanding the Rent Review Date has passed and the Lessor did not institute a rent review on or prior to that Rent Review Date, and in which case the Rent agreed or determined shall date back to and be payable from the Rent Review Date for which such review is made.

8. Insurance

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 8** of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require;
- (b) insurance against all risks as the Lessor may require, of all plate glass windows, doors and display show cases forming part of or within the Premises for a sum which is not less than its full insurable value;
- (c) 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;
- (d) employers’ indemnity insurance including workers’ compensation insurance in respect of all employees of the Lessee employed in, about or on the Premises; and
- (e) any other policy of insurance which the Lessor may reasonably require or specify from time to time.

Building Insurance to be affected by Lessor

The Lessor shall effect and keep effected insurance to the full insurable value on a replacement or reinstatement value basis of the Premises against damage arising from fire, tempest, storm, earthquake, explosion, aircraft, or other aerial device including items dropped from any device, riot, commotion, flood, lightning, act of God, fusion, smoke, rainwater, leakage, impact by vehicle, machinery breakdown and malicious acts or omissions and other standard insurable risks and the Lessee will reimburse the Lessor for any premiums, excess or other costs arising therefrom.

Details and receipts

In respect of the insurances required by **clause 8** the Lessee must:

- (f) upon renewal of any insurance policy immediately forward to the Lessor copies of Certificates of Currency and details of the insurances as held by the Lessee;
- (g) promptly pay all premiums and produce to the Lessor each policy or certificate of currency and each receipt for premiums or certificate of currency issued by the insurers; and
- (h) 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.

Lessee May be Required to Pay Excess on Insurances

The Lessee AGREES with the Lessor that it shall be responsible to pay any excess payable in connection with the insurances referred to in **clause 8**.

Not to invalidate

The Lessee must not do or omit to do any act or thing or bring or keep anything on the Premises which might:

- (i) render any insurance effected under **clause 8** on the Premises, or any adjoining premises, void or voidable; or
- (j) 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).

Report

Each Party must report to the other promptly in writing and in an emergency verbally:

- (k) any damage to the Premises of which they are or might be aware; and
- (l) 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 in or on the Premises.

Settlement of claim

The Lessor may, but the Lessee may not without prior written consent of the Lessor, settle or compromise any claims under any policy of insurance required by **clause 8**.

Lessor as attorney

The Lessee irrevocably appoints the Lessor as the Lessee's attorney during the Term:

- (m) in respect to all matters and questions which may arise in relation to any insurances required by **clause 8**;
- (n) with full power to demand, sue for and recover and receive from any insurance company or society or person liable to pay the insurance money as are payable for the risks covered by the insurances required by **clause 8**;
- (o) to give good and effectual receipts and discharges for the insurance; and
- (p) to settle, adjust, arbitrate and compromise all claims and demands and generally to exercise all powers of absolute owner.

9. Indemnity

Lessee responsibilities

- (1) The Lessee is subject to the same responsibilities relating to persons and property to which the Lessee would be subject if during the Term the Lessee were the owner and occupier of the freehold of the Premises.
- (2) The Lessee is responsible and liable for all acts or omissions of the Lessee's Agents on the Premises and for any breach by them of any covenants or terms in this Lease required to be performed or complied with by the Lessee.

Indemnity

- (3) The Lessee indemnifies, and shall keep indemnified, the Lessor and the Minister for Lands from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Lessor or the Minister for Lands, or brought, maintained or made against the Lessor, in respect of:
 - (a) any loss whatsoever (including loss of use);
 - (b) injury or damage of, or to, any kind of property or thing; and
 - (c) the death of, or injury suffered by, any person,caused by, contributed to, or arising out of, or in connection with, whether directly or indirectly:
 - (i) the use or occupation of the Premises by the Lessee or the Lessee's Agents;
 - (ii) any work carried out by or on behalf of the Lessee on the Premises;
 - (iii) the Lessee's activities, operations or business on, or other use of any kind of, the Premises;

- (iv) the presence of any Contamination, Pollution or Environmental Harm in on or under the Premises or adjoining land caused or contributed to by the act, neglect or omission of the Lessee or the Lessee's Agents;
- (v) any default by the Lessee in the due and punctual performance, observance and compliance with any of the Lessee's covenants or obligations under this Lease; or
- (vi) an act or omission of the Lessee.

Obligations Continuing

The obligations of the Lessee under this clause:

- (d) are unaffected by the obligation of the Lessee to take out insurance, and the obligations of the Lessee to indemnify are paramount, however if insurance money is received by the Lessor for any of the obligations set out in this clause then the Lessee's obligations under **clause 9** will be reduced by the extent of such payment.
- (e) continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

No indemnity for Lessor's negligence

The parties agree that nothing in this clause shall require the Lessee to indemnify the Lessor, its officers, servants, or agents against any loss, damage, expense, action or claim arising out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

Release

- (4) The Lessee:
 - (a) agrees to occupy and use the Premises at the risk of the Lessee; and
 - (b) releases to the full extent permitted by law, the Lessor and the Minister for Lands from:
 - (i) any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the Premises or arising from the Lessee's use or occupation of the Premises by;
 - (ii) loss of or damage to the Premises or personal property of the Lessee; and
 - (iii) all claims, actions, loss, damage, liability, costs and expenses arising from or connected with (directly or indirectly) the presence of any Contamination, Pollution or Environmental Harm in, on or under the Premises or surrounding area

except to the extent that such loss or damage arises out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

- (5) The release by the Lessee continues after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

10. Limit of Lessor's liability

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.

Limit on liability for breach of Lessor's covenants

- (1) The Lessor is only liable for breaches of the Lessor's Covenants set out in this Lease which occur while the Lessor is registered as the proprietor in fee simple in the Premises.
- (2) The Lessor will not be liable for any failure to perform and observe any of the Lessor's Covenants due to any cause beyond the Lessor's control.

11. Maintenance, repair and cleaning

Generally

- (1) The Lessee AGREES during the Term and for so long as the Lessee remains in possession or occupation of the Premises to maintain, replace, repair, clean and keep the Premises (which for the avoidance of doubt includes the Lessor's Fixtures and Fittings) and Appurtenances in Good Repair having regard to the age of the Premises at the Commencement Date PROVIDED THAT this subclause shall not impose on the Lessee any obligation:
- (a) to carry out repairs or replacement that are necessary as a result of fair and reasonable wear and tear, EXCEPT when such repair or replacement is necessary because of any act or omission of or on the part of the Lessee (or its servants, agents, contractors or invitees), or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee (or its servants, agents, contractors or invitees); and
 - (b) in respect of any structural maintenance, replacement or repair EXCEPT when such maintenance, repair or replacement is necessary because of any act or omission of or on the part of the Lessee (or its servants, agents, contractors or invitees), or by the Lessee's particular use or occupancy of the Premises.
- (2) In discharging the obligations imposed on the Lessee under this subclause, the Lessee shall where maintaining, replacing, repairing or cleaning:
- (a) any electrical fittings and fixtures;
 - (b) any plumbing;
 - (c) any air-conditioning fittings and fixtures;
 - (d) any gas fittings and fixtures,

in or on the Premises use only licensed trades persons, or such trades persons as may be approved by the Lessor and notified to the Lessee, which approval shall not be unreasonably withheld.

- (3) The Lessee must take such reasonable action as is necessary to:
- (a) prevent, if it has occurred as a result of the Lessee's use of the Premises; and
 - (b) rectify or otherwise ameliorate,
- the effects of erosion, drift or movement of sand, soil, dust or water on or from the Premises.

Cleaning

The Lessee must at all times keep the Premises clean, tidy, unobstructed and free from dirt and rubbish.

Repair

Unless such damage is the Lessor's responsibility pursuant to the terms of the Lease, the Lessee must promptly repair at its own expense to the satisfaction of the Lessor, any damage to the Premises, regardless of how the damage is caused and replace any of the Lessor's fixtures and fittings which are or which become damaged.

Responsibility for Securing the Premises

The Lessee must ensure the Premises, including Lessor's and Lessee's fixtures and fittings, are appropriately secured at all times.

Maintain surroundings

- (4) The Lessee must regularly inspect and maintain in good condition any part of the Premises which surrounds any buildings, including but not limited to any flora, gardens, lawns, shrubs, hedges and trees.
- (5) The Lessee agrees that any pruning of trees must be undertaken by a qualified tree surgeon.
- (6) If any flora, trees or lawn dies the Lessee must replace the flora, trees or lawn at its own expense.
- (7) The Lessee must plant and care for such trees on the Premises as the Lessor may from time to time reasonably require.
- (8) The Lessee may not remove any trees, shrubs or hedges without first consulting with and obtaining the approval of the Lessor, except where necessary for urgent safety reasons.

Lessor's Fixtures and Fittings

The Lessee covenants and agrees that the Lessor's Fixtures and Fittings will remain the property of the Lessor and must not be removed from the Premises at any time.

Pest control

The Lessee must keep the Premises free of any pests and vermin and the cost of extermination will be borne by the Lessee.

Painting

- (9) The Lessee must on or before each repainting date as stated in **Item 9** of the Schedule paint with at least 2 coats of paint those parts of the Premises usually painted internally.

- (10) All painting carried out on the Premises must be carried out by a registered painting contractor; and the registered painting contractor or other person engaged by the Lessee to paint the Premises must:
- (a) do so in a proper manner using good quality materials;
 - (b) have the colour and quality of the materials approved in writing by the Lessor before the work commences;
 - (c) comply with all reasonable directions given or requests made by the Lessor; and
 - (d) be finished in a proper and workmanlike manner.

Drains

- (11) The Lessee must keep and maintain the waste pipes drains and conduits originating in the Premises or connected thereto in a clean clear and free flowing condition and must pay to the Lessor upon demand the cost to the Lessor of clearing any blockage which may occur in such waste pipes, drains and conduits between the external boundaries of the Premises and the point of entry thereof into any trunk drain unless such blockage has been caused without neglect or default on the part of the Lessee.
- (12) The Lessee must not permit the drains, toilets, grease traps (if any) and other sanitary appliances on the Premises to be used for any purpose other than that for which they were constructed and must not allow any foreign matter or substance to be thrown therein.

12. Use

Restrictions on use

(1) Generally

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

- (a) use the Premises or any part of it for any purpose other than the Permitted Purpose; or
- (b) use the Premises for any purpose which is not permitted under any local or town planning scheme, local laws, acts, statutes or any law relating to health.

(2) No offensive or illegal acts

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

(3) No nuisance

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises any thing which causes a nuisance, damage or disturbance to the Lessor or to owners or occupiers of adjoining properties.

(4) No dangerous substances

The Lessee must not and must not suffer or permit a person to store any dangerous compound or substance on or in the Premises, otherwise than in accordance with the following provisions:

- (a) any such storage must comply with all relevant statutory provisions;
- (b) all applications for the approval or renewal of any licence necessary for such storage must be first referred to the Lessor;
- (c) the Lessor may within its absolute discretion refuse to allow the storage of any particular dangerous compound or substance on the Premises; and
- (d) upon the request of the Lessor, the Lessee will provide a list of all dangerous compounds or substances stored on the Premises.

(5) No harm or stress

The Lessee must not and must not suffer or permit a person to do any act or thing which might result in excessive stress or harm to any part of the Premises.

(6) No signs

The Lessee must not and must not suffer or permit a person to display from or affix any signs, notices or advertisements on the Premises without the prior written consent of the Lessor.

(7) No smoking

The Lessee must not suffer or permit a person to smoke inside any building or other enclosed area on the Premises.

(8) Consumption of alcohol

The Lessee must not suffer or permit a person to use or allow the Premises to be used for the consumption of alcohol without first obtaining the written consent of the Lessor.

(9) 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.

(10) 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.

(11) No pollution

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

No warranty

The Lessor gives no warranty:

- (a) as to the use to which the Premises may be put; or

- (b) that the Lessor will issue any consents, approvals, authorities, permits or licences required by the Lessee under any statute for its use of the Premises.

Lessee to Observe Copyright

In the event that the Lessee or any person sub-leasing, hiring, or in temporary occupation of the Premises provides, contracts for, or arranges for the performance, exhibition or display of any music or work of art the copyright of which is not vested in the Lessee or that person, the Lessee shall ensure that all obligations in regard to payment of copyright or licensing fees with the owner or licensor of the copyright are met before any such performance, exhibition or display is held.

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.

Indemnity for Costs

The Lessee indemnifies the Lessor against any claims or demands for all costs, on a solicitor client basis, reasonably incurred by the Lessor by reason of any claim in relation to any matters set out in this **clause 12**.

13. Alcohol

Consumption of alcohol

The Lessee COVENANTS AND AGREES:

- (a) not to use or allow the Premises to be used for the consumption or sale of alcohol without first obtaining the written consent of the Lessor, and the Lessor shall determine any such application in its absolute discretion; and
- (b) that it shall not make an application for a licence or permit under the Liquor Control Act 1988 for the Premises, or apply for an amendment to a licence or permit it has been granted, without first obtaining the written consent of the Lessor.

Liquor licence

The Lessee COVENANTS AND AGREES that if a licence or permit is granted under the Liquor Control Act 1988 for the Premises it must:

- (c) comply with any requirements attaching to the licence or permit at its cost and where any alteration is required to the Premises **clause 15** shall apply;
- (d) comply with the requirements of the Harm Minimisation Policy (as amended from time to time) of the Department of Racing, Gaming & Liquor, which will require, without limitation the following:
 - (i) the development and implementation of a House Management Policy and Code of Conduct (as defined by the Harm Minimisation Policy) for the Premises, and such policies must be displayed in a prominent position on the Premises at all times; and

- (ii) the development and implementation of a Management Plan (as defined by the Harm Minimisation Policy) for the Premises.
- (e) provide a copy of the licence or permit (as well as a copy of any document referred to in the licence or permit, including without limitation a copy of the House Management Policy, Code of Conduct and Management Plan (as defined by the Harm Minimisation Policy)) to the Lessor as soon as practicable after the date of grant; and
- (f) indemnify and keep indemnified the Lessor from and against any breach of the Liquor Control Act 1988, Health (Food Hygiene) Regulations 1993, Liquor Control Regulations 1989 or the licence or permit or any conditions imposed thereupon for which it may be liable as the owner of the Premises.

14. Minimise nuisance to neighbours

- (1) The Lessee acknowledges that the Premises are located in close proximity to residential premises.
- (2) The Lessee must take all reasonable action to minimise and prevent disruption, nuisance and disturbance to surrounding residential premises, particularly during and following social events held at the Premises.
- (3) The Lessee must comply with all reasonable conditions and directions that may be imposed by the Lessor from time to time in relation to the minimisation and prevention of disruption, nuisance and disturbance to surrounding residential premises.

15. Alterations

Restriction

- (1) The Lessee must not without prior written consent:
 - (a) (i) from the Lessor;
 - (ii) from any other person from whom consent is required under this Lease;
 - (iii) required under statute in force from time to time, including but not limited to the planning approval of the Lessee under a town planning scheme of the Lessee;
 - (b) make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises; or
 - (c) subject to the performance of the Lessee's obligations in **clause 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.

Consent

- (2) 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 15** the Lessor may:
 - (a) consent subject to conditions; and

- (i) require that work be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent; and
 - (ii) require that any alteration be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant; and
- (b) if the Lessor consents to any matter referred to in **clause 15**:
 - (i) the Lessor gives no warranty that the Lessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
 - (ii) 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.

Cost of Works

All works undertaken under this **clause 15** will be carried out at the Lessee's expense.

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:

- (c) carry out those other works at the Lessee's expense; or
 - (d) permit the Lessor to carry out those other works at the Lessee's expense,
- in accordance with the Lessor's requirements.

16. Lessor's right of entry

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)
 - (i) at all reasonable times;
 - (ii) with or without workmen and others; and
 - (iii) with or without plant, equipment, machinery and materials;
- (b) for each of the following purposes:
 - (i) to inspect the state of repair of the Premises and to ensure compliance with the terms of this Lease;
 - (ii) to carry out any survey or works which the Lessor considers necessary, however the Lessor will not be liable to the Lessee for any compensation for such survey or works provided they are carried out in a manner which causes as little inconvenience as is reasonably possible to the Lessee;

- (iii) to comply with the Lessor's Covenants or to comply with any notice or order of any authority in respect of the Premises for which the Lessor is liable; and
- (iv) to do all matters or things to rectify any breach by the Lessee of any term of this Lease but the Lessor is under no obligation to rectify any breach and any rectification under this **clause 16** is without prejudice to the Lessor's other rights, remedies or powers under this Lease.

Costs of Rectifying Breach

All costs and expenses incurred by the Lessor as a result of any breach referred to at **clause 16** 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.

17. Statutory obligations and notices

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 12**;
- (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.

Indemnity if Lessee Fails to Comply

The Lessee indemnifies the Lessor and the Minister for Lands against:

- (e) failing to perform, discharge or execute any of the items referred to in **clause 17**; and
- (f) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clause 17**.

18. Report to Lessor

The Lessee must immediately report to the Lessor:

- (a) any act of vandalism or any incident which occurs on or near the Premises which involves or is likely to involve a breach of the peace or become the subject of a report or complaint to the police and of which the Lessee is aware or should be aware;
- (b) any occurrence or circumstances in or near the Premises of which it becomes aware, which might reasonably be expected to cause, in or on the Premises, pollution of the environment; and

- (c) all notices, orders and summonses received by the Lessee and which affect the Premises and immediately deliver them to the Lessor.

19. Default

Events of Default

A default occurs if:

- (a) the Lessee is in breach of any of the Lessee's Covenants for 28 days after a Notice has been given to the Lessee to rectify the breach or to pay compensation in money;
- (b) the association is wound up whether voluntarily or otherwise;
- (c) the Lessee passes a special resolution under the *Associations Incorporation Act 2015* altering its rules of association in a way that makes its objects or purposes inconsistent with the use permitted by this Lease;
- (d) a mortgagee takes possession of the property of the Lessee under this Lease;
- (e) any execution or similar process is made against the Premises on the Lessee's property;
- (f) the Premises are vacated, or otherwise not used, in the Lessor's reasonable opinion, for the Permitted Purpose for six month period; or
- (g) 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.

Forfeiture

On the occurrence of any of the events of default specified in **clause 19** the Lessor may:

- (h) without notice or demand at any time enter the Premises and on re-entry the Term will immediately determine;
- (i) by notice to the Lessee determine this Lease and from the date of giving such notice this Lease will be absolutely determined; and
- (j) by notice to the Lessee elect to convert the unexpired portion of the Term into a tenancy from month to month when this Lease will be determined as from the giving of the notice and until the tenancy is determined the Lessee will hold the Premises from the Lessor as a tenant from month to month under **clause 20**,

but without affecting the right of action or other remedy which the Lessor has in respect of any other breach by the Lessee of the Lessee's Covenants or releasing the Lessee from liability in respect of the Lessee's Covenants.

Lessor may remedy breach

If the Lessee:

- (k) fails or neglects to pay the Amounts Payable by the Lessee under this Lease; or
- (l) does or fails to do anything which constitutes a breach of the Lessee's Covenants,

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.

Acceptance of Amount Payable By Lessor

Demand for or acceptance of the Amounts Payable by the Lessor after an event of default has occurred will not affect the exercise by the Lessor of the rights and powers conferred on the Lessor by the terms of the Lease or at law and will not operate as an election by the Lessor to exercise or not to exercise any right or power.

Essential Terms

Each of the Lessee's Covenants in **clauses 6** (Rent and Other Payments), **7** (Insurance), **9** (Indemnity), **11** (Maintenance, Repair and Cleaning), **12** (Use), **26** (Assignment, Subletting and Charging) and **33** (Goods and Services Tax), is an essential term of this Lease but this clause **19** does not mean or imply that there are no other essential terms in this Lease.

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:

- (m) the Lessee must compensate the Lessor for the loss or damage suffered by reason of the breach of that essential term;
- (n) the Lessor will be entitled to recover damages against the Lessee in respect of the breach of an essential term; and
- (o) the Lessee covenants with the Lessor that if the Term is determined:
 - (i) for breach of an essential term or the acceptance by the Lessor of a repudiation of this Lease by the Lessee; or
 - (ii) following the failure by the Lessee to comply with any notice given to the Lessee to remedy any 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 effluxion of time together with the losses incurred or reasonably expected to be incurred by the Lessor as a result of the early determination including but not limited to the costs of re-letting or attempting to re-let the Premises;

- (p) the Lessee agrees that the covenant set out in this **clause 19** will survive termination or any deemed surrender at law of the estate granted by this Lease;
- (q) the Lessee may deduct from the amounts referred to at **clause 19** the Rent and other money which the Lessor reasonably expects to obtain by re-letting the Premises between the date of Termination and the date on which the Term would have expired by effluxion of time; and

- (r) 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.

20. Damage or destruction of Premises

Abatement of Rent

If the Premises are at any time during the Term, without neglect or default of the Lessee, destroyed or damaged by fire or other risk covered by insurance so as to render the same unfit for the occupation and use of the Lessee, then the Rent or a proportionate part thereof (according to the nature and extent of the damage) shall abate until the Premises have been rebuilt or made fit for the occupation and use of the Lessee, and in case of any dispute arising under this provision the same will be referred to arbitration under the provisions of the *Commercial Arbitration Act 1985* and the full Rent must be paid without any deduction or abatement until the date of the arbitrator's award whereupon the Lessor will refund to the Lessee any Rent which according to the aware appears to have been overpaid.

Total Damage or Destruction

If the premises are at any time during the Term destroyed or damaged to an extent as to be wholly unfit for the occupation and use of the Lessee either party may be notice in writing to the other of them given within sixty (60) days after the event elect to cancel and terminate this lease. The term will terminate upon such notice being given and the Lessee must vacate the premises and surrender the same to the Lessor, but such termination will be without prejudice however to the liability of the Lessee under this Lease up to the date of termination.

21. Option to renew

If the Lessee at least one month, but not earlier than 12 months, prior to the date for commencement of the Further Term gives the Lessor a Notice to grant the Further Term and:

- (a) all consents and approvals required by the terms of this Lease or at law have been obtained; and
- (b) there is no subsisting default by the Lessee at the date of service of the Notice in:
 - (i) the payment of Amounts Payable; or
 - (ii) the performance or observance of the Lessee's Covenants,

the Lessor shall grant to the Lessee a lease for the Further Term at the Rent and on terms and conditions similar to this Lease other than this **clause 21** 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.

22. 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.

23. Restore premises

Prior to Termination, the Lessee at the Lessee's expense must restore the Premises to a condition consistent with the observance and performance by the Lessee of the Lessee's Covenants under this Lease fair wear and tear excepted.

24. Yield up the premises

Peacefully surrender

On Termination the Lessee must:

- (a) peacefully surrender and yield up to the Lessor the Premises in a condition consistent with the observance and performance of the Lessee's Covenants under this Lease;
- (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.

Clause 24.1 to survive termination

The Lessee's obligation under **clause 24** will survive termination.

25. Removal of property from Premises

Remove property prior to termination

Prior to Termination, unless otherwise mutually agreed between the parties, the Lessee must remove from the Premises all property of the Lessee which is not a fixture other than air-conditioning plant and fire equipment, security alarms and security systems and other fixtures and fittings which in the opinion of the Lessor form an integral part of the Premises and promptly make good, to the satisfaction of the Lessor, any damage caused by the removal.

Lessor can remove property on re-entry

On re-entry the Lessor will have the right to remove from the Premises any property of the Lessee and the Lessee indemnifies the Lessor against all damage caused by the removal of and the cost of storing that property.

26. Casual Hire of Premises

Casual Hire

- (1) The Lessee may hire out the Premises or any part thereof on a casual basis only PROVIDED:
 - (a) such use is consistent at all times with the Permitted Purpose;
 - (b) the Lessee ensures any hirer complies strictly with the relevant terms of this Lease; and
 - (c) the Lessee obtains the prior written consent for any hire arrangements, which consent may be withheld by the Lessor in its absolute discretion.

- (2) For the purposes of this Lease, “casual hire” means any hire of the Premises by the Lessee to a third party for a period of no more than 48 hours in any calendar month and does not include any formal transfer, assignment or sublease of the Premises.

Lessee remains responsible for Premises at all times

The Lessee ACKNOWLEDGES that at all times, including when the Premises are hired to a third party, it remains responsible for the Premises, including without limitation any damage that may be caused or occurs during any hire period.

27. Assignment, Subletting and Charging

No assignment or sub-letting without consent

The Lessee must not assign the leasehold estate in the Premises nor Sub-let, part with possession, or dispose of the Premises or any part of the Premises without the prior written consent of the Minister for Lands, the Lessor and any other persons whose consent is required under the terms of this Lease or at law.

Lessor’s Consent to Assignment and Sub-letting

Provided all parties whose consent is required, under this Lease or at law, to an assignment or Sub-letting, give their consent and any assignment or sublease is for a purpose consistent with the use of the Premises permitted by this Lease then the Lessor may not unreasonably withhold its consent to the assignment or Sub-letting of the leasehold estate created by this Lease if:

- (a) the proposed assignee or sublessee is a respectable and responsible person of good financial standing capable of continuing the permitted use for non-profit making community purposes;
- (b) all Amounts Payable due and payable have been paid and there is no existing unremedied breach, whether notified to the Lessee or not, of any of the Lessee’s Covenants;
- (c) the Lessee procures the execution by:
 - (i) the proposed assignee of a deed of assignment; or
 - (ii) the proposed sublessee of a deed of sublease,to which the Lessor is a party and which deed is prepared and completed by the Lessor’s solicitors; and
- (d) the assignment contains a covenant by the assignee or sublessee with the Lessor to pay all Amounts Payable and to perform and observe all the Lessee’s Covenants.

Where sublessee is a community group

If the proposed sublessee is a community group, whether or not a body corporate or unincorporated, the Lessor may not require a deed of sublease under **clause 27**.

Consents of Assignee Supplementary

The covenants and agreements on the part of any assignee will be supplementary to the Lessee’s Covenants and will not release the assigning lessee from the Lessee’s Covenants.

Property Law Act 1969

Sections 80 and 82 of the *Property Law Act 1969* are excluded.

Costs for assignment and sub-letting

If the Lessee wishes to assign or sub-let the leasehold estate created by this Lease the Lessee must pay all reasonable professional and other costs, charges and expenses, incurred by the Lessor or other person whose consent is required under this Lease, of and incidental to:

- (e) the enquiries made by or on behalf of the Lessor as to the respectability, responsibility and financial standing of each proposed assignee or sublessee;
- (f) any consents required under this Lease or at law; and
- (g) all other matters relating to the proposed assignment or sub-letting,

whether or not the assignment or Sub-letting proceeds.

No mortgage or charge

The Lessee must not mortgage nor charge the Premises.

28. Disputes

Referral of Dispute: Phase 1

Except as otherwise provided any dispute arising out of this Lease is to be referred in the first instance in writing to the Lessor's Representative as nominated in writing by the Lessor from time to time (**the Lessor's Representative**) who shall convene a meeting within 10 days of receipt of such notice from the Lessee or such other period of time as is agreed to by the parties between the Lessor's Representative and an officer of the Lessee for the purpose of resolving the dispute (**the Original Meeting**).

Referral of Dispute: Phase 2

In the event the dispute is not resolved in accordance with **clause 28** of this Lease then the dispute shall be referred in writing to the CEO of the Lessor who shall convene a meeting within 10 days of the Original Meeting or such other date as is agreed to by the parties between the CEO and the President of the Lessee for the purpose of resolving the dispute.

Appointment of Arbitrator: Phase 3

In the event the dispute is not resolved in accordance with **clause 28** of this Lease then the dispute shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 1985* (as amended from time to time) and the Lessor and the Lessee may each be represented by a legal practitioner.

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

29. Prior notice of proposal to change rules

The Lessee agrees that it will not change its rules of association under the Associations Incorporations Act 2015 without notifying the Lessor of its intention to make such a change prior to consideration of the required special resolution.

30. Provision of information

The Lessee agrees to provide to the Lessor:

- (a) a copy of the Lessee's audited annual statement of accounts for each year;
- (b) advice of any changes in its office holders during the Term; and
- (c) any information reasonably required by the Lessor.

31. Right to terminate upon notice

- (1) Notwithstanding any other provision of this Lease, the Parties AGREE that either party may terminate this Lease for any reason upon six months written notice to the other party.
- (2) If this Lease is terminated in accordance with this clause, **clause 24** will apply.

32. Caveat

No absolute caveat

The Lessee nor any person on behalf of the Lessee will, without the prior written consent of the Lessor and the Minister for Lands, lodge any absolute caveat at Landgate against the Certificate of Title for the Land, to protect the interests of the Lessee under this Lease.

CEO & Lessor as attorney

In consideration of the Lessor having granted this Lease to the Lessee, the Lessee irrevocably appoints the Lessor and the CEO of the Lessor jointly and severally:

- (a) for the Term of this Lease;
- (b) for any holding over under this Lease; and
- (c) for a period of 6 months after Termination,

to be the agent and attorney of the Lessee in its name and on its behalf to sign and lodge at Landgate:

- (d) a withdrawal of any absolute caveat lodged by or on behalf of the Lessee;
- (e) a withdrawal of any caveat lodged by or on behalf of the Lessee and not withdrawn on Termination; and
- (f) a surrender of the estate granted by this Lease,

and the costs of withdrawing any caveat or surrendering this Lease (including the Lessor's solicitor's costs and registration fees) will be borne by the Lessee.

Ratification

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.

Indemnity

The Lessee indemnifies the Lessor against:

- (g) any loss arising directly from any act done under this clause. and
- (h) all costs and expenses incurred in connection with the performance of any act by the attorney on behalf of the Lessee under this clause.

33. Goods and services tax

Definitions

The following definitions apply for the purpose of this clause:

- (a) **Act** means the Commonwealth's *A New Tax System (Goods and Services Tax) Act 1999* and associated Acts and subsidiary legislation;
- (b) **Consideration** means the Amounts Payable or any other money payable to the Lessor under this Lease, but does not include the amount of the GST which may apply to the Amounts Payable or other money payable under the Act;
- (c) **GST** means a tax under the Act levied on a Supply including but not limited to the Amounts Payable or other money payable to the Lessor for goods or services or property or any other thing under this Lease; and
- (d) **Supply** means a good or service or any other thing supplied by the Lessor under this Lease and includes but is not limited to a grant of a right to possession of the Premises.

Lessee to pay GST

- (2) The Consideration will be increased by the amount of the GST, if any, which the Lessor is required under the Act to pay on any Supply made under this Lease.
- (3) The Lessee must pay any increase referred to at **clause 33** whether it is the Lessee or any other person who takes the benefit of any Supply.
- (4) The Lessee must pay the amount of the GST to the Lessor at the same time and in the same manner as the Lessee is required to pay the Consideration under this Lease.

Consideration in Kind

If consideration in kind is accepted by the Lessor for any Supply made under this Lease, the GST amount payable to the Lessor under **clause 33** in respect of the consideration in kind will be calculated by using the prevailing market value of the consideration in kind as determined by the Lessor.

- (5) No Contribution from Lessor

If the Lessee is required under this Lease to make any payment of money or give other consideration to a third party for outgoings, goods, services and benefits of any kind, the Lessee is not entitled to any contribution from the Lessor for any GST payable by it to any person.

(6) Statement of GST paid is Conclusive

A written statement given to the Lessee by the Lessor of the amount of the GST that the Lessor pays or is liable to pay or account for is conclusive as between the Parties except in the case of an obvious error.

(7) Tax Invoices

For each payment by the Lessee under this clause the Lessor agrees to promptly deliver to the Lessee, as required under the Act, tax invoices and adjustment notes in a form which complies with the Act, so as to enable the Lessee to claim input tax credits or decreasing adjustments for Supplies.

(8) Reciprocity

If the Lessee furnishes any Supplies to the Lessor under this Lease, then the requirements set out in this clause with respect to the Lessee will apply to the Lessor with the necessary changes.

34. No Fetter

Notwithstanding any other provision of this Lease, the Parties acknowledge that the Lessor is a local government established by the *Local Government Act 1995*, and in that capacity, the Lessor may be obliged to determine applications for consents, approvals, authorities, licences and permits having regard to any Written Law governing such applications including matters required to be taken into consideration and formal processes to be undertaken, and the Lessor shall not be taken to be in default under this Lease by performing its statutory obligations or exercising its statutory discretions, nor shall any provision of this Lease fetter the Lessor in performing its statutory obligations or exercising any discretion.

35. Additional Terms Covenants and Conditions

Each of the terms, covenants and conditions (if any) specified in **Item 10** of the Schedule are part of this Lease and are binding on the Lessor and the Lessee as if incorporated into the body of this Lease.

36. *Commercial Tenancy Act*

If at any time and for so long as the *Commercial Tenancy (Retail Shops) Agreements Act 1985* applies to this Lease and a provision of that Act conflicts with a provision of this Lease, then each conflicting provision of this Lease is deemed to be amended to the extent necessary to comply with that Act.

37. 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.

38. 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.

39. 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.

40. Notice

Form of delivery

A Notice to a Party must be in writing and may be given or made:

- (a) by delivery to the Party personally; or
- (b) by addressing it to the Party and leaving it at or posting it by registered post to the address of the Party appearing in this Lease or any other address nominated by a Party by Notice to the other.

Service of notice

A Notice to a Party is deemed to be given or made:

- (c) if by personal delivery, when delivered;
- (d) if by leaving the Notice at an address specified in **clause 40**, at the time of leaving the Notice, provided the Notice is left during normal business hours; and
- (e) if by post to an address specified in **clause 40**, on the second business day following the date of posting of the Notice.

Signing of notice

A Notice to a Party may be signed:

- (f) if given by an individual, by the person giving the Notice;
- (g) if given by a corporation, by a director, secretary or manager of that corporation;
- (h) if given by a local government, by the CEO;
- (i) if given by an association incorporated under the *Associations Incorporation Act 2015*, by any person authorised to do so by the board or committee of management of the association; or
- (j) by a solicitor or other agent of the individual, corporation, local government or association giving the Notice.

41. 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.

42. Variation

This Lease may be varied only by deed executed by the parties subject to such consents as are required by this Lease or at law.

43. 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.

44. 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.

45. 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.

46. Waiver

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.

Partial exercise of right power or privilege

A single or partial exercise of any right, power or privilege does not preclude any other or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

Schedule

Item 1 Land and Premises

Land

Portion of Lot 109 on Deposited Plan 405517 on Reserve 25963 and comprising approximately 7.0371 ha in area.

Premises

That part of the Land depicted on the plan annexed hereto as **Annexure 1 (BLUE)**, including all buildings, structures, alterations, additions and improvements on that part of the Land, or erected on that part of the Land during the Term.

Item 2 Term

21 years commencing on 1 January 2025 and expiring on 31 December 2046.

Item 3 Further Term

Not applicable.

Item 4 Commencement Date

1 January 2025

Item 5 Rent

\$1 plus GST payable annually in advance on demand.

Item 6 Rent Review

Not applicable.

Item 7 Permitted purpose

Clay Targets and Recreation

Item 8 Public liability insurance

Twenty million dollars (\$20,000,000.00).

Item 9 Repainting Dates

1 January 2033 and 1 January 2043

Item 10 Additional terms and covenants

- a) The Lessee is to pay all outgoings including but not limited to all rates and refuse charges, emergency services levies and water, power, and gas utilities on the demised premises;
- b) Notwithstanding clause a) above;
 - (i) The Council will consider waiving the local government's rates each year, pursuant to section 6.47 of the Local Government Act 1995;
- c) For clarity, the fixed building assets on the property being insured by the Shire of Narrogin and the Lessee is being required to reimburse the Shire for that expense, pursuant to clause 8;
- d) For clarity, the Lessee is entitled to all income derived from the property, to be utilised by the Lessee in accord with its objects of Association and/or the upkeep of improvements to the demised premises;
- e) The Lessor's Building Surveyor or appointed agents shall, at least on an annual basis (in conjunction with the Lessee) inspect all leased buildings and land to ascertain their state of maintenance pursuant to the lease to determine the priority future and long term maintenance to be undertaken by either party pursuant to the lease;
- f) The Lessee will at all times during the conduct of any event or activity on the leased premises provide suitable sanitary conveniences for participants and spectators and make suitable arrangements for the disposal of sanitary waste;
- g) The Lessee will be responsible for the maintenance of tracks and roads on the leased premises and any buildings erected by the Lessee for its own convenience;
- h) Any building erected on the leased premises by the Lessee shall remain the property of the Lessee, or its trustees in the event of the Lessee going into recess or becoming defunct, and the Lessee and/or its trustees are responsible for removal of the said buildings at the termination of the lease; and
- i) This lease shall at the option of the lessor be determinable by the Lessor should the Lessee be inactive for a period of 12 months or club be disbanded or cease to exist.

Signing page

EXECUTED _____ of _____ 2024

THE COMMON SEAL of the SHIRE OF
NARROGIN was hereunto affixed in the
presence of:

President

(Print Full Name)

Chief Executive Officer

(Print Full Name)

EXECUTED by the NARROGIN CLAY TARGET
CLUB INC under delegated authority by its
Authorised Representative:

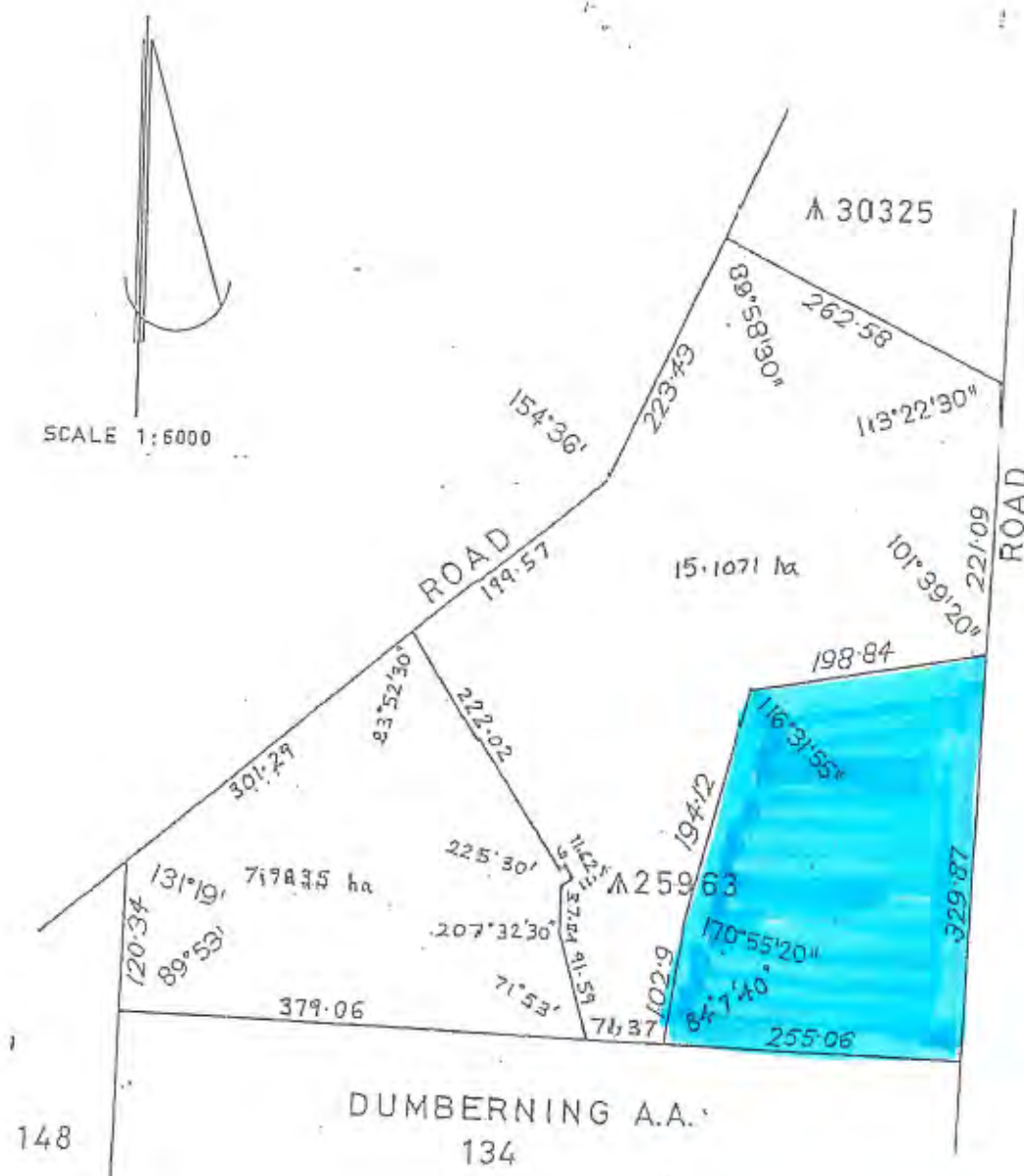
Authorised Representative (Signature)

Witness (Signature)

(Print Full Name)

(Print Full Name)

Annexure 1 – Sketch of Premises



Annexure 2 – Minister for Lands' Consent

The Shire President and Cr McNab declared an impartiality interest.

10.4.4 REQUEST FOR NEW LEASE FOR NARROGIN SPEEDWAY CLUB INC

File Reference	A340058
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interests that requires disclosure.
Applicant	Nil
Previous Item Numbers	Nil
Date	21 October 2024
Author	Dale Stewart – Chief Executive Officer
Authorising Officer	Dale Stewart – Chief Executive Officer
Attachments 1. Current Lease 2. Draft New Lease	

Summary

This report recommends that Council resolves to approve a new 21-year lease for the Narrogin Speedway Club Inc for the use of Portions of Lot 109 and Lot 238 on Deposited Plan 405517 of Reserve 25963, approximately 7.9835 ha. The current 10-year lease expires on 31 December 2024. The Narrogin Speedway Club Inc has expressed a desire for a 21-year lease, which is the maximum term allowed under the Management Order and Minister for Land's Guidelines. This extension will ensure the continued operation of a vital recreational facility that serves the community and promotes engagement in motorsports.

Background

The Narrogin Speedway Club Inc has been a cornerstone of the local motorsport community, successfully managing and operating the facility throughout its current lease term. The Club has demonstrated a strong commitment to responsible stewardship of the site, providing safe and regulated access to motorsports for both recreational and competitive purposes. Their activities contribute significantly to community engagement and regional sporting events, drawing participants and spectators from Narrogin and surrounding areas.

Consultation

Comprehensive stakeholder engagement has included:

- Direct consultation with the Narrogin Speedway Club Inc regarding operational needs and future plans;
- Assessment of safety protocols and compliance measures; and
- Regular inspections by Shire officers.

Feedback indicates strong community support for the ongoing operations of the Narrogin Speedway Club Inc.

Statutory Environment

The lease renewal process is governed by:

- Local Government Act 1995 (WA);
 - Local Government (Functions and General) Regulations 1996; Regulation 30 (exempt from advertising due to it being an incorporated body);
- Land Administration Act 1997 (WA);
- Planning and Development Act 2005 (WA); and
- Relevant local planning schemes and policies.

All statutory requirements regarding public land use and lease agreements have been satisfactorily met.

Policy Implications

The renewal aligns with and supports multiple Shire policies:

- Asset Management Policy;
- Community Engagement Policy; and
- Youth Development Strategy.

Sustainability & Climate Change Implications

The Narrogin Speedway Club Inc recognises the importance of sustainability in its operations and is committed to implementing practices that positively impact the environment, economy, and community. The following sections outline the key sustainability implications associated with the lease renewal.

Environmental - The Narrogin Speedway Club Inc is dedicated to implementing sustainable practices in facility management. This includes regular maintenance of the racing circuit and surrounding areas to minimize environmental impacts. The Club will incorporate erosion control measures and proper waste management protocols to protect local flora and fauna.

Economic - The continued operation of the Narrogin Speedway Club Inc supports local businesses by attracting visitors during events and competitions. This influx of participants and spectators boosts the local economy and encourages spending in nearby shops, restaurants, and accommodation providers. The Club's activities help foster a vibrant economic environment, contributing to the overall prosperity of Narrogin and surrounding areas.

Social - The Narrogin Speedway Club Inc provides a safe and structured environment for motorsport enthusiasts, fostering community engagement and social cohesion. By offering organized events and training programs, the Club promotes skills development and sportsmanship among participants. Access to recreational facilities enhances the quality of life for residents, strengthens community bonds, and encourages active lifestyles, ultimately supporting the health and well-being of the Narrogin community.

Financial Implications

The financial terms of the lease will remain unchanged, with a nominal annual rent of \$1 plus GST. The Club will be responsible for all outgoings, including local government rates and utility charges.

The Council will consider waiving local government rates each year in accordance with its policy framework:

- Structured lease fee revenue as per the agreement;
- Minimal operational costs to the Shire; and
- Potential for future capital works considerations within long-term financial planning.

Strategic Implications

Renewing the lease for the Narrogin Speedway Club Inc aligns with the Shire's strategic objectives to promote community engagement, provide recreational facilities, and support local sporting associations. It contributes to the development of Narrogin as a vibrant and active community.

Shire of Narrogin Strategic Community Plan 2017-2027:		
Outcome:	1.1	Growth in revenue opportunities
Strategy:	1.1.1	Attract new industry, business, investment and encourage diversity whilst encouraging growth of local business
Outcome:	1.2	Increased Tourism
Strategy:	1.2.1	Promote, develop tourism and maintain local attractions

Risk Implications

Risk	Risk Likelihood	Risk Impact / Consequence	Risk Rating	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
The risks associated with this proposal are considered low. The primary risk involves delays in obtaining approval from the Minister for Lands, however, with the required approvals, this risk is mitigated. The Shire will continue to work closely with all relevant parties to ensure timely progress.	Rare (1)	Moderate (3)	Low (1-4)	Compliance Requirements	Accept Officer Recommendation

Risk Matrix

Consequence		Insignificant	Minor	Moderate	Major	Catastrophic
Likelihood		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)

Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives; occupational health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating of three (3) has been determined for this item. Any items with a risk rating over 10 or greater (considered to be high or extreme risk) will be added to the Risk Register, and any item with a risk rating of 16 or greater will require a specific risk treatment plan to be developed.

Comment/Conclusion

The Narrogin Speedway Club Inc has effectively managed its current lease, contributing positively to the community's recreational landscape. The proposed 21-year lease represents a continuation of this successful partnership, ensuring that quality motorsport facilities remain accessible to the community.

Voting Requirements

Simple Majority

OFFICERS' RECOMMENDATION & COUNCIL RESOLUTION 271124.12

Moved: Cr Fisher

Seconded: Cr Broad

That with respect to the request for a new lease for Narrogin Speedway Club Inc, Council:

- 1) Approves a new 21 year lease for Narrogin Speedway Club Inc for Portions of Lot 109 and Lot 238 on Deposited Plan 405517 of Reserve 25963, commencing 1 January 2025; and
- 2) Authorises the Shire President and Chief Executive Officer to sign and affix the Common Seal to the lease documentation in the substantive form of Attachment 2.

CARRIED 7/0

For: President Ballard, Cr Broad, Cr Fisher, Cr Bartron, Cr Pomykala, Cr Wiese, Cr McNab

Against: Nil

2 0 1 4

**SHIRE OF NARROGIN
(the “Lessor”)**

AND

**NARROGIN SPEEDWAY INC
(the “Lessee”)**

LEASE AGREEMENT

**WL & KJ Everett
Barristers and Solicitors
4 Fortune Street
NARROGIN WA 6312
Tele: (08) 9881 1600**

Our Ref: 11046_JLK

THIS AGREEMENT is made on

31 ST DECEMBER 2014

BETWEEN

Shire of Narrogin of 43 Federal Street, Narrogin in the State of Western Australia ("the lessor")

And

Narrogin Speedway Inc of PO Box 344, Narrogin in the State of Western Australia ("the lessee")

RECITALS

- A. The lessor has agreed to lease to the lessee and the lessee has agreed to take the land described in item 1 of the reference schedule ("the leased premises") upon the terms and conditions set out in this deed.
- B. The lease is subject to the consent of the Minister for Lands.

IT IS AGREED AS FOLLOWS

Definitions

- 1. These definitions apply unless they are inconsistent with the context.

'Lease' means, depending on the particular context:

- (a) this document; or
- (b) the leasehold estate created on the signing or registration of this document; or
- (c) any other legal or equitable interest arising from either or both of:
 - (i) entry into possession of the leased premises; or
 - (ii) the payment or acceptance of money for the right to occupy and use the leased premises, or
- (d) any holding-over period created under the terms of cl 4 of this document.

'Notify' means to serve a written notice.

'Rates and taxes' means rates, taxes, charges, duties and fees imposed under any statute on the leased premises or the lessor as lessor of the leased premises or as registered proprietor of the building. It includes any land tax calculated on a single holding basis.

'Statute' includes all delegated legislation and statutory instruments issued under it.

Interpretation

2. These rules apply in the interpretation of this document:
 - (a) Clause headings have been included, but the lease is not to be construed or interpreted by reference to them.
 - (b) References to corporations include natural persons and vice versa.
 - (c) References in the singular number include the plural number and vice versa.
 - (d) References to any gender include any other gender.⁴
 - (e) No statutory provisions are implied in this lease except those that cannot be contracted out of.

Notification and service

3. (1) Where the lease provides that one party is to notify the other, a notice may be served by any of the following methods:
 - (a) by personal delivery to the person to be served; or
 - (b) by prepaid post to the person to be served:
 - (i) addressed to the premises, if to the lessee; or
 - (ii) addressed to the person's last known place of business; or
 - (iii) addressed to the registered office or principal place of business or to the care of the managing director, the general manager, the principal administrative officer or at least two directors, if to a corporation; or
 - (iv) addressed to the person's last known place of residence, if to a natural person;
 - (c) by any other authorised method.
- (2) Anything sent by post will be taken to have been received in the ordinary course of post, whether or not the person to be served receives it.
- (3) Where more than one person has the same interest in the lease, notification to or by one of them is sufficient notification to or by all of them.

Grant and term of lease

4. (1) The lessor grants the lessee the rights to possess and use the leased premises for the term stated in item 2 of the reference schedule and under the provisions of the lease.
- (2) The term begins and ends on the dates stated in item 2 of the reference schedule and includes each of those dates.
- (3) If the lessee occupies the leased premises after the end of the lease with the lessor's consent, the lessee will do so as a lessee from month to month (holding over). Those lease terms that are relevant will apply to the holding over and either the lessor or the lessee may end it by giving one month's written notice to the other expiring at any time.

- (4) The lease binds the lessor's and lessee's personal representatives and assignees, or if either or both of them are corporations, their successors and assignees, as if they were parties to it.

Rent

- 5. (1) For the right to possess and use the leased premises the lessee must pay the lessor the annual rent.
- (2) The lessee must pay the amounts stipulated in cl 5(1), whether demanded or not and without any deductions.
- (3) The annual rent is the amount referred to in item 3 of the reference schedule..
- (4) The lessee must pay the annual rent in advance.
- (5) The lessee must pay the annual rent on the date the lease starts and must pay each following instalment on the first day of each new year of the term.

Outgoings

- 6. (1) The lessee must pay all of the outgoing's specified in item 4 of reference schedule.

Transfer, subletting and parting with possession

- 7. (1) The lessee may not sublet, transfer the lease or part with possession of all or part of the leased premises without the consent of the lessor and the Minister for Lands and it is hereby agreed that section 80 of the Property Law Act shall not apply and is expressly excluded.

Abatement

- 8. (1) If, during the lease:
 - (a) a natural disaster or other serious event occurs that the lessee is unable to reasonably control; and
 - (b) as a result, the leased premises are destroyed or damaged, or the usual access to them is completely or partly obstructed; and
 - (c) because of the destruction, damage or obstruction the lessee is unable to conduct its activities in a reasonable manner,the lessee's obligations under cl 5 to pay rent, will abate proportionally with the effect on the lessee's activities until the premises and access to them are reconstructed or restored to a level that allows the lessee to conduct its activities on the premises in a reasonable manner.

Repair -- lessee's obligation

- 9. (1) The lessee must keep the leased premises in good repair, bearing in mind the condition of the premises at the beginning of the lease, but need not carry out:

- (a) any structural work, unless it has become necessary because of any actions, whether negligent or deliberate, of the lessee or those for whom the lessee is responsible;
 - (b) repairs that are necessary because of fair wear and tear; or
 - (c) repairs that are necessary because of a natural disaster or other serious event that is out of the lessee's control.
- (2) To comply with its obligation under cl 9(1), the lessee must:
- (a) immediately repair any damage to the leased premises or the building caused by the actions, whether negligent or deliberate of the lessee or those for whom the lessee is responsible;
 - (b) immediately replace broken electric lights in the leased premises;
 - (c) regularly maintain and repair the lessor's services that are located within the leased premises and serve the leased premises.
- (3) The lessee must keep the leased premises neat and clean.

Repair -- lessor's rights

10. (1) At all reasonable times the lessor, its agents or both may enter the leased premises to look at its condition and that of the lessor's services and for the purpose of all authorised officers or the lessor carrying out their duties. The lessor may notify the lessee of any defects and require the lessee to remedy them within a reasonable time.
- (2) At all reasonable times the lessor, its agents or both may enter the leased premises, without causing unnecessary interference with the use of the leased premises by the lessee, to:
- (a) comply with the terms of any statute affecting the leased premises;
 - (b) carry out any structural work the lessor thinks should be carried out;
 - (c) install any services;
 - (d) carry out any repairs to the leased premises the lessor thinks should be carried out;
 - (e) remedy any defects about which the lessor has notified the lessee under cl 13(1) and which the lessee has not remedied within a reasonable time.
- (3) If the lessor carries out any works in the leased premises that the lessee should have carried out, the lessee must pay the lessor on demand the costs of that work.

Insurance

11. (1) The lessee must, at its own expense, take out and keep up to date insurance policies (as described in cl 11(3)) over the leased premises in the names of the lessor and the lessee.
- (2) The insurance policies must be taken out with an insurance company approved by the lessor.
- (3) The lessee must take out:

- (a) a public risk policy that gives a minimum cover for each accident, claim or event of the amount stated in item 5 of the reference schedule, or if the lessor notifies the lessee, any reasonable higher amount. The cover provided under this policy must not be contributory with any policy the lessor takes out;
 - (b) a policy to insure all buildings erected on the leased premises including plate glass in the leased premises;
 - (c) a workers compensation insurance policy in respect of every person employed to work on the leased premises.
- (4) The lessee must give copies of the insurance policies of the types described in cl 11(3) to the lessor upon demand.
- (5) Within seven days of receiving any certificate of renewal or further policy, the lessee must give a copy of it to the lessor.
- (6) The lessee must, if requested by the lessor, show evidence of renewal of an expired policy to the lessor.
- (7) The lessee must not do anything directly or indirectly that might make any insurance on or relating to the leased premises or the building void or voidable or which might increase the policy premium.
- (8) The lessee must pay any increase in insurance premiums or charges incurred because of the lessee's use of the leased premises.
- (9) The lessee must:
 - (a) comply with the insurance, sprinkler and fire alarm regulations that apply because of the use of the leased premises; and
 - (b) comply with the requirements of any insurer of the leased premises or of the building; and
 - (c) pay for any necessary alterations to the sprinkler or fire alarm installation to ensure compliance.
- (10) The lessee must apply all money received under the plate glass insurance policy towards reinstating the damaged glass. If the money is insufficient to meet the cost of the reinstatement, the lessee must pay the extra amount to reinstate the damaged glass to the lessor's satisfaction.
- (11) The lessee shall indemnify and keep indemnified the lessor and the Minister for Lands from and against all claims, demands, summons, actions, suits, proceedings, judgement orders, damages, costs, losses and expenses of any nature whatsoever with the lessor may suffer or incur in connections with the loss of life, personal injury and/or damage to the property arising from or out of any occurrence upon or at the leased premises or the use by the lessee of the leased premises or any part thereof or to any person or the property of any person using or entering on or near the leased premises or occasions (wheresoever it may occur) wholly or in part by any act, negligence, default or omission by the lessee,



SHIRE OF NARROGIN
43 Federal Street
NARROGIN WA 6312
Phone: (08) 9881 1866
Fax: (08) 9881 3031
Email: shire@narrogin.wa.gov.au
Web: www.narroginshire.wa.gov.au

Tax Invoice

Date	Invoice #
25/05/2016	15/16-185
Company Business Number	
91 682 277 010	

Invoice To

Narrogin Speedway Club Inc
PO Box 344
NARROGIN WA 6312

P.O. No.	Terms
	14 Days

Description	Qty	Rate	TAX AMT	Amount
Lease payment for 10 years Lease of part of Reserve 25963 and being part of Lot 109 DP233217 and part of DAA 238 - Narrogin Speedway Inc - 1st January 2015 to 31st December 2024.	1	11.00	1.00	11.00

Subtotal \$10.00

Tax \$1.00

Payments/Credits \$0.00

Balance Due \$11.00



SHIRE OF NARROGIN
43 Federal Street
NARROGIN WA 6312

Remittance Advice

Direct Deposit BSB - 016770
Account No - 432515745

If paying by Direct Deposit please Email - shire@narrogin.wa.gov.au, Fax - 98813031 or Post Remittance to - 43 Federal Street, Narrogin.

Due Date	25/05/2016
Invoice No	15/16-185
Narrogin Speedway Club Inc PO Box 344 NARROGIN WA 6312	
Amount Payable	\$11.00
Cheque No	

its agents, contractors, workers, customers or any other person or persons using or upon the leased premises with the lessee's consent or approval, express or implied.

Use of the leased premises

12. (1) The lessee:

- (a) may use the leased premises for the purpose specified in item 6 of the reference schedule only; and
- (b) must conduct its activities on the leased premises in a professional manner.

(2) The lessor does not represent:

- (a) that the leased premises are suitable for the permitted use;
- (b) that the lessor's fittings and accessories or services are suitable for the permitted use;

(3) The lessee must not:

- (a) use or allow the use of the leased premises for living or sleeping; and
- (b) overload, or allow the overloading of the floors of the leased premises by placing heavy articles on them, the individual or combined weights of which exceed the design and construction limits of the leased premises; and
- (c) conduct or allow any auction sale, fire sale, warehouse sale or liquidation sale in the leased premises; and
- (d) permit any rubbish to accumulate in the leased premises unless confined in suitable containers that are not in public view;
- (e) commit or permit any waste or spoil on any part of the leased premises;
- (f) remove or alter any buildings, erections or any fences now or hereafter on the lease premises;
- (g) cut or remove any timber from the leased premises; and

(4) The lessee must:

- (a) comply with any statute affecting the leased premises; and
- (b) at its own cost, carry out any alterations, additions and repairs to the leased premises required by any statute if necessary because of the lessee's actions or the lessee's use of the leased premises; and
- (c) take out and keep current all licences and permits required to carry on the activities conducted in the leased premises and comply with all the conditions relating to the licences; and
- (d) comply with the weight and positioning requirements that the lessor prescribes for safes and other heavy articles or goods; and
- (e) at its own expense, keep the leased premises free of pests;

- (f) install and maintain firebreaks to the specifications of the relevant fire authority and the Shire Firebreak Order prior to the advertised date in each year of the term and any extension thereof;
- (g) pay all costs incurred by the lessor for the purpose of or incidental to the preparation and service of any notices issued to the lessee in respect of any breach.

Cancellation for breach

13. (1) The following lessee's covenants are essential terms of this lease:
 - (a) the covenant to pay rent during the lease term (cl 5); and
 - (b) the covenant not to deal with the lease, or part with possession of the premises without consent (cl 7); and
 - (c) the covenant about use of the premises (cl 12); and
 - (d) the covenant requiring the lessee to insure the premises (cl 11).
- (2) The lessor's acceptance of late payment of any rent does not waive the essentiality of the lessee's obligation to pay rent.
- (3) The lessor may cancel the lease if:
 - (a) all or part of the rent or other money due to the lessor under the lease remains unpaid for 14 days after it is due, whether formally demanded or not;
 - (b) the lessee breaches the lease, or any rule or regulation made under the lease;
 - (c) defects notified under cl 10(1) are not remedied within the time specified in the notice;
 - (d) the lessee is a corporation and an order is made or a resolution is passed for its winding up, unless it is for reconstruction or amalgamation;
 - (e) the lessee:
 - (i) stops or threatens to stop carrying on the activities; or
 - (ii) goes into liquidation, whether voluntary or not; or
 - (iii) is wound up; or
 - (iv) is placed under the control of a liquidator or receiver (in both cases whether provisional or otherwise); or
 - (v) is placed under official management under the Corporations Act 2001; or
 - (vi) enters into a composition or scheme of arrangement;
 - (f) the interest of the lessee under the lease is taken in execution; or
 - (g) the lessee or any person claiming through the lessee conducts any business from the leased premises after the lessee has committed an act of bankruptcy.
- (4) For the purposes of cl 13(1) the lessor may cancel the lease by:

- (a) notifying the lessee of the cancellation; or
 - (b) re-entering the leased premises, with force if necessary, ejecting the lessee and all other persons from the leased premises and repossessing them; or
 - (c) doing both.
- (5) If the lessor cancels the lease under cl 13(1) the lessee remains liable for any previous breach of the lease and other remedies available to the lessee for recovery of unpaid rent or for breach of the lease are not affected.
- (6) If the lessor cancels the lease under cl 13(1), it may, in addition to any other rights and remedies that it might have, recover damages from the lessee for the loss of the benefit of so much of the lease as would have continued but for the cancellation.

Removal of the lessee's property

20. If the lessor cancels the lease under cl 13 it may:
- (a) remove the lessee's property; and
 - (b) store it at the lessee's expense; and
 - (c) after storing the property for 30 days, dispose of it and apply any proceeds towards:
 - (i) any unpaid rent or other money; or
 - (ii) any loss or damage; or
 - (iii) the payment of storage and other expenses,
 without being liable to the lessee for trespass, detainment, conversion or negligence.

Interest

21. (1) The lessee must pay interest to the lessor:
- (a) on any money due under the lease; or
 - (b) on any judgment for the lessor in an action arising from the lease, until all outstanding money and interest is paid in full.
- (2) Interest will accrue and be calculated daily at the rate set by the lessor's bank as its benchmark rate for overdrafts of \$100,000 or more or, if there is no set rate, at the annual rate of 15%.

Quiet enjoyment

22. If the lessee pays the rent and does not breach the lease it may use the leased premises during the lease without any interference from the lessor, the lessor's agents or transferees, subject to the lease terms and the lessor's rights under it.

Right of first refusal

23. If

- (a) the lessee has punctually complied with all the lessee's covenants for the lease term; and
- (b) within 12 months after the expiry of the term of the lease the lessor wishes to re-lease the land;

the lessor shall first offer the land to the lessee. If within 30 days of receipt of such offer, the lessee has not accepted same, the lessor shall be at liberty to offer the land for lease to other persons provided however that if the lessor makes any alteration to the terms and conditions on which the land is offered for lease, they shall again offer the land to the lessee with such changed terms and conditions.

Costs

24. The lessee is to pay the lessor's reasonable legal and other costs of preparing the lease.

Lessee's obligation to pay GST

26. (1) In this clause '**GST**' refers to goods and services tax under A New Tax System (Goods and Services) Act 1999 (GST Act) and the terms used have the meanings given in that Act.
- (2) All rent and other amounts the lessee agrees to pay to the lessor as the consideration for the supply expressed in this lease are exclusive of GST.
 - (3) The lessee agrees to pay to the lessor the additional amount of GST together with any payment to which it relates. This obligation includes rent, rates, outgoings or consideration for any other taxable supply.
 - (4) The lessee must pay the lessor the full amount of GST, despite any entitlement the lessor may have to input tax credits or other credits or reimbursements for GST.
 - (5) The lessor agrees to deliver to the lessee tax invoices, as required under the GST legislation, to allow the lessee to claim input tax credits for the taxable supply.

Special conditions

27. Notwithstanding any other provision to the contrary contained in this lease, the special conditions (if any) set out in item 7 of the reference schedule shall be deemed to be incorporated into this lease and in the event of a conflict between any of the special conditions and any of the other covenants, conditions, agreements, declarations and terms contained in or referred to in this lease, the special conditions shall prevail.

Minister's consent

28. This lease agreement is subject to the consent of the Minister for Lands endorsed hereon.

REFERENCE SCHEDULE

1. Land: That part of the Reserve 25963 and being part of Lot 109 on Deposited Plan 233217 and part of Lot 238 being an area of 7.98 hectares or thereabouts that is shown in green on the sketch and outlined on the aerial photograph annexed hereto.
2. Term of the lease: 10 years
Commencing on 1 January 2015
Terminating on 31 December 2024
3. Annual rent in the first year of the term: One dollar \$1.00 plus GST
4. Outgoings:
 - (a) all electricity, gas, telephone and water charges;
 - (b) all insurance premiums as provided in this lease agreement
5. Amount of public risk cover: Twenty million dollars per event (\$20,000,000.00)
6. Use of leased premises: Speedway
7. Special conditions:
 - (a) the lessee will at all times during the conduct of any event or activity on the leased premises provide suitable sanitary conveniences for both male and female participants and spectators and make suitable arrangements for the disposal of sanitary waste;
 - (b) the lessee will be responsible for the maintenance of tracks and roads on the leased premises and any buildings erected by the lessee for its own convenience
 - (c) any building erected on the leased premises by the lessee shall remain the property of the lessee, or its trustees in the event of the lessee going into recess or becoming defunct, and the lessee and/or its trustees

are responsible for removal of the said buildings at the termination of the lease;

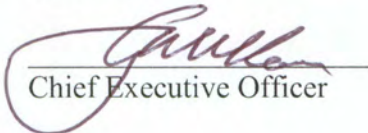
- (d) this lease shall at the option of the lessor be determinable by the lessor should the lessee be inactive for a period of 12 months or the club be disbanded or cease to exist;

EXECUTED AS A DEED

Executed by the Shire of Narrogin



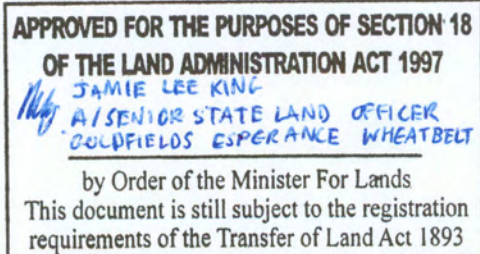
Shire President

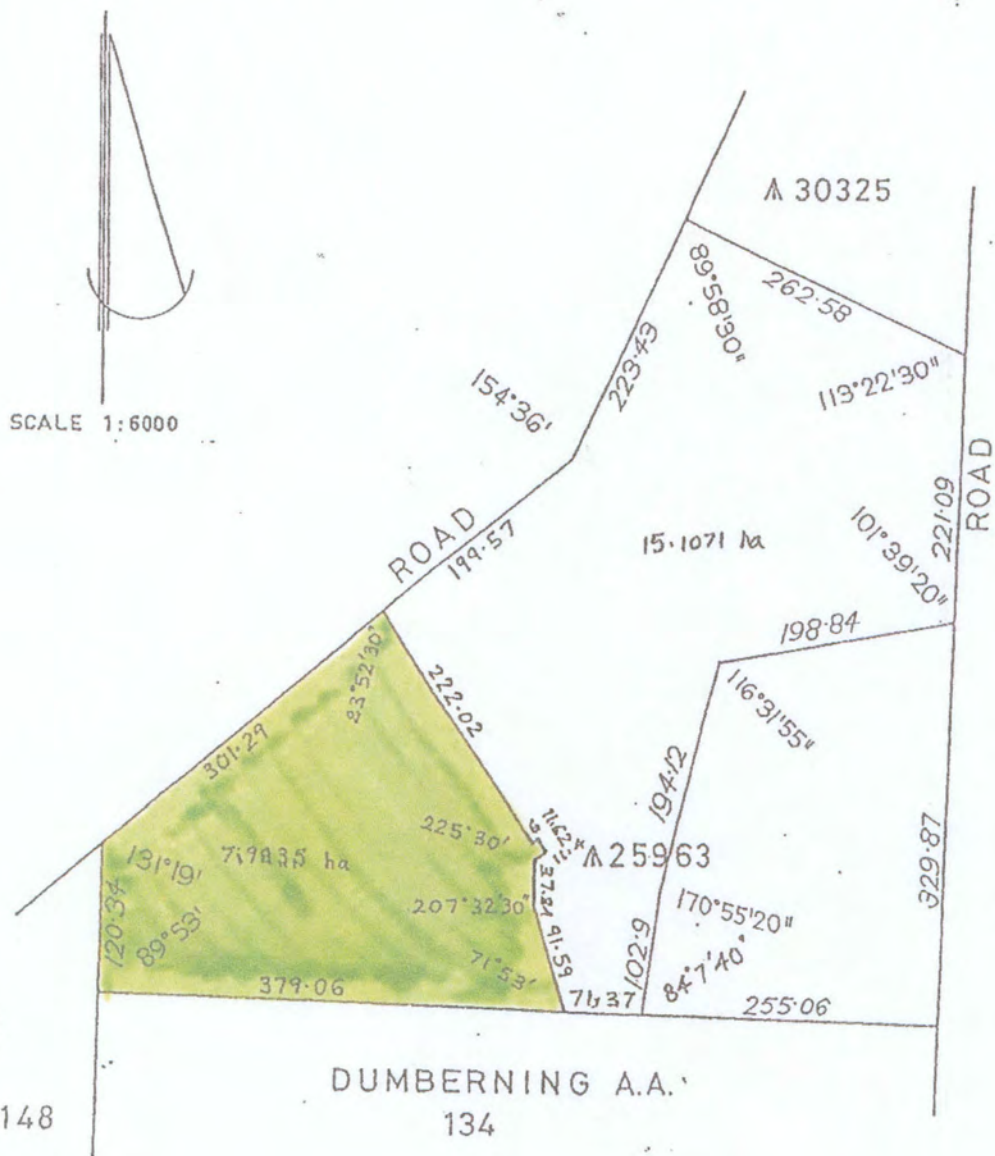


Executed by
Narrogin Speedway Inc



Wayne Bird - President







Lease **Narrogin Speedway Club Inc** (Portions of Lot 109 and Lot 238 on Deposited Plan 405517, Reserve 25963)

Shire of Narrogin

Narrogin Speedway Club Inc



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: NG:NARR:41868

Disclaimer

This document has been prepared as a template for the Shire of Narrogin (**Shire**).

McLeods cannot be held responsible for any errors of the Shire in preparing this document.

If something arises which is not addressed in the template then we advise the Shire to contact us to seek advice.

Table of Contents

Disclaimer	i
Details	6
Agreed terms	6
1. Definitions	6
2. Interpretation	8
3. Minister for Lands Consent	9
4. Grant of lease	9
5. Quiet enjoyment	9
6. Rent and other payments	9
Rent	9
Outgoings	10
Interest	10
Costs	10
Accrual of amounts payable	11
7. Rent Review	11
Rent to be Reviewed	11
Methods of Review	11
CPI Review	11
Market Rent Review	11
Rent will not decrease	12
Lessor's right to review	12
8. Insurance	12
Insurance required	12
Building Insurance to be affected by Lessor	13
Details and receipts	13
Lessee May be Required to Pay Excess on Insurances	13
Not to invalidate	13
Report	13
Settlement of claim	14
Lessor as attorney	14
9. Indemnity	14
Lessee responsibilities	14
Indemnity	14
Obligations Continuing	15
No indemnity for Lessor's negligence	15
Release	15
10. Limit of Lessor's liability	16
No liability for loss on Premises	16
Limit on liability for breach of Lessor's covenants	16
11. Maintenance, repair and cleaning	16
Generally	16
Cleaning	17
Repair	17

Responsibility for Securing the Premises	17
Maintain surroundings	17
Lessor's Fixtures and Fittings	17
Pest control	17
Painting	17
Drains	18
12. Use	18
Restrictions on use	18
No warranty	19
Lessee to Observe Copyright	20
Premises Subject to Restriction	20
Indemnity for Costs	20
13. Alcohol	20
Consumption of alcohol	20
Liquor licence	20
14. Minimise nuisance to neighbours	21
15. Alterations	21
Restriction	21
Consent	21
Cost of Works	22
Conditions	22
16. Lessor's right of entry	22
Entry on Reasonable Notice	22
Costs of Rectifying Breach	22
17. Statutory obligations and notices	23
Comply with Statutes	23
Indemnity if Lessee Fails to Comply	23
18. Report to Lessor	23
19. Default	23
Events of Default	23
Forfeiture	24
Lessor may remedy breach	24
Acceptance of Amount Payable By Lessor	24
Essential Terms	25
Breach of Essential Terms	25
20. Damage or destruction of Premises	25
Abatement of Rent	25
Total Damage or Destruction	26
21. Option to renew	26
22. Holding over	26
23. Restore premises	26
24. Yield up the premises	26
Peacefully surrender	26
Clause 24.1 to survive termination	27
25. Removal of property from Premises	27
Remove property prior to termination	27
Lessor can remove property on re-entry	27

26. Casual Hire of Premises	27
Casual Hire	27
Lessee remains responsible for Premises at all times	27
27. Assignment, Subletting and Charging	28
No assignment or sub-letting without consent	28
Lessor's Consent to Assignment and Sub-letting	28
Where sublessee is a community group	28
Consents of Assignee Supplementary	28
<i>Property Law Act 1969</i>	28
Costs for assignment and sub-letting	28
No mortgage or charge	29
28. Disputes	29
Referral of Dispute: Phase 1	29
Referral of Dispute: Phase 2	29
Appointment of Arbitrator: Phase 3	29
Payment of Amounts Payable to Date of Award	29
29. Prior notice of proposal to change rules	29
30. Provision of information	30
31. Right to terminate upon notice	30
32. Caveat	30
No absolute caveat	30
CEO & Lessor as attorney	30
Ratification	30
Indemnity	31
33. Goods and services tax	31
Definitions	31
Lessee to pay GST	31
Consideration in Kind	31
34. No Fetter	32
35. Additional Terms Covenants and Conditions	32
36. Commercial Tenancy Act	32
37. Acts by agents	32
38. Governing law	32
39. Statutory powers	33
40. Notice	33
Form of delivery	33
Service of notice	33
Signing of notice	33
41. Severance	33
42. Variation	34
43. Moratorium	34
44. Further assurance	34
45. Payment of money	34
46. Waiver	34

No general waiver	34
Partial exercise of right power or privilege	34
Schedule	35
Signing page	37
Annexure 1 – Sketch of Premises	38
Annexure 2 – Minister for Lands’ Consent	39

Details

Parties

Shire of Narrogin

of PO Box 1145, Narrogin, Western Australia
(Lessor)

Narrogin Speedway Club Inc

of PO Box 344, Narrogin, Western Australia
(Lessee)

Background

- A The Lessor has the care, control and management of the Land pursuant to a management order.
- B Subject to the prior written approval of the Minister for Lands, the Lessor has agreed to lease and the Lessee has agreed to take a lease of the Premises upon the terms and conditions contained in this Deed.

Agreed terms

1. 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 Lessor; and
- (b) any person visiting the Premises with the express or implied consent of any person mentioned in paragraph (a);

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;

Contaminated Sites Act means the *Contaminated Sites Act 2003 (WA)*;

CPI means the Consumer Price Index (All Groups) Perth number published from time to time by the Australian Bureau of Statistics;

DER means the Department of Water and Environmental Regulation of Western Australia;

Environmental Contamination has the same meaning as the word “contaminated” in the Contaminated Sites Act;

EPA means the Environment Protection Agency of Western Australia;

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;

Interest Rate means the rate at the time the payment falls due being 2% greater than the Lessor’s general overdraft rate on borrowings from its bankers on amounts not exceeding \$100,000.00;

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 Agents includes:

- (a) the sublessees, employees, agents, contractors, invitees and licensees of the Lessee; and
- (b) any person on the Leased Premises by the authority of a person specified in paragraph (a);

Lessee’s Covenants means the covenants, agreements and obligations set out or implied in this Lease or imposed by law to be performed and observed by any person other than the Lessor;

Lessor’s Covenants means the covenants, agreements and obligations set out or implied in this Lease, or imposed by law to be observed and performed by the Lessor;

Management Order means the Management Order made under section 46 of the *Land Administration Act 1997*, under which the Land was vested in the Lessor to be held for the purpose of Recreation;

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;

Schedule means the Schedule to this Lease;

Term means the term of years specified in **Item 2** of the Schedule and any Further Term; and

Termination means expiry by effluxion of time or sooner determination of the Term or any period of holding over.

2. Interpretation

In this Lease, unless expressed to the contrary:

- (a) words importing:
 - (i) the singular includes the plural and vice versa; and
 - (ii) a gender or genders include each other gender;
- (b) if a word or phrase is assigned a particular meaning, other grammatical forms of that word or phrase have a corresponding meaning;
- (c) a reference to:
 - (i) a natural person includes a body corporate or local government;
 - (ii) a body corporate or local government includes a natural person;
 - (iii) a professional body includes a successor to or substitute for that body;
 - (iv) a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
 - (v) a statute, includes an ordinance, code, regulation, award, town planning scheme, regulation, local law, by-law, requisition, order or other statutory instruments made under any of them and a reference to any of them, whether or not by name, includes any amendments to, re-enactments of or replacements of any of them from time to time in force;
 - (vi) a right includes a benefit, remedy, discretion, authority or power;
 - (vii) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
 - (viii) this Lease or provisions of this Lease or any other deed, agreement, instrument or contract includes a reference to:
 - (A) both express and implied provisions; and
 - (B) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
 - (ix) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
 - (x) 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; and

- (xi) a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure is a reference to, respectively, a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure of this Lease;
- (d) the covenants and obligations on the part of the Lessee not to do or omit to do any act or thing include:
 - (i) covenants not to permit that act or thing to be done or omitted to be done by a Lessee's Agent; and
 - (ii) a covenant to take all reasonable steps to ensure that that act or thing is not done or omitted to be done;
- (e) the meaning of general words or phrases is not limited by specific examples introduced by 'including', 'for example' or similar expressions; and
- (f) if a Party comprises two or more persons, the covenants and agreements on their part bind them and must be observed and performed by them jointly and each of them severally, and may be enforced against any one or more of them.

3. Minister for Lands Consent

This Lease is subject to and conditional on the prior approval of the Minister for Lands under the *Land Administration Act 1997*.

4. Grant of lease

The Lessor, subject to clause 3 of this Lease, 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 and observance of the Lessee's Covenants.

5. Quiet enjoyment

Except as provided in the Lease, for so long as the Lessor is the management body of the Premises under a management order, and subject to the performance and observance of the Lessee's Covenants the Lessee may quietly hold and enjoy the Premises during the Term without any interruption or disturbance from the Lessor or persons lawfully claiming through or under the Lessor.

6. Rent and other payments

The Lessee covenants with the Lessor:

Rent

To pay to the Lessor the Rent in the manner set out at **Item 5** of the Schedule on and from the Commencement Date clear of any deductions.

Outgoings

- (1) To pay to the Lessor or to such person as the Lessor may from time to time direct punctually all the following outgoings or charges, assessed or incurred in respect of the Premises:
 - (a) local government rates, specified area rates, taxes, service and other charges and including charges for rubbish and garbage removal;
 - (b) water, drainage and sewerage rates, charges for disposal of stormwater, meter rent and excess water charges;
 - (c) telephone, electricity, gas and other power and light charges including but not limited to meter rents and the cost of installation of any meter, wiring, internet connections or telephone connection;
 - (d) land tax and metropolitan regional improvement tax on a single ownership basis;
 - (e) premiums, excess and other costs arising from the insurance obtained by the Lessor pursuant to **clause 8**. For the avoidance of doubt, the parties agree:
 - (i) that if such premium or cost does not include a separate assessment or identification of the Premises or the Land, the Lessee must pay a proportionate part of such premium or cost determined by the Lessor acting reasonably; and
 - (ii) such insurance will include insurance for the full replacement value of buildings; and
 - (f) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Premises.
- (2) If the Premises are not separately charged or assessed the Lessee will pay to the Lessor a proportionate part of any charges or assessments referred to in **clause 6** being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

Interest

Without affecting the rights, power and remedies of the Lessor under this Lease, to pay to the Lessor interest on demand on any Amounts Payable which are unpaid for 7 days computed from the due date for payment until payment is made and any interest payable under this paragraph will be charged at the Interest Rate.

Costs

- (3) To pay to the Lessor on demand:
 - (a) all duty, fines and penalties payable under the *Duties Act* 2008 and other statutory duties or taxes payable on or in connection with this Lease;
 - (b) all registration fees in connection with this Lease; and
 - (c) all legal costs of and incidental to the instructions for the preparation, execution and stamping of this Lease and all copies.
- (4) To pay to the Lessor all costs, legal fees, disbursements and payments incurred by or for which the Lessor is liable in connection with or incidental to:

- (a) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;
- (b) any breach of covenant by the Lessee or the Lessee's Agents;
- (c) the preparation and service of a notice under Section 81 of the *Property Law Act 1969* requiring the Lessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a Court;
- (d) any work done at the Lessee's request; and
- (e) any action or proceedings arising out of or incidental to any matters referred to in this **clause 6** or any matter arising out of this Lease.

Accrual of amounts payable

Amounts Payable accrue on a daily basis.

7. Rent Review

Rent to be Reviewed

The Rent will be reviewed on and from each Rent Review Date to determine the Rent to be paid by the Lessee until the next Rent Review Date.

Methods of Review

The review will be either based on CPI or a Market Review. The basis for each rent review is as identified for each Rent Review Date in **Item 6** of the Schedule.

CPI Review

A rent review based on CPI will increase the amount of Rent payable during the immediately preceding period by the percentage of any increase in CPI having regard to the quarterly CPI published immediately prior to the later of the Commencement Date or the last Rent Review Date as the case may be and the quarterly CPI published immediately prior to the relevant Rent Review Date. If there is a decrease in CPI having regard to the relevant CPI publications the Rent payable from the relevant Rent Review Date will be the same as the Rent payable during the immediately preceding period. Should the CPI be discontinued or suspended at any time or its method of computation substantially altered, the parties shall endeavour to agree upon the substitution of the CPI with an equivalent index, or failing agreement by the parties, the substitution shall be made by a Valuer appointed in accordance with **clause 7.4**.

Market Rent Review

- (1) A rent review based on market rent will establish the current market rent for the Premises (which will not be less than the Rent payable in the period immediately preceding the Rent Review Date) by agreement between the parties and failing agreement, will be determined in accordance with the following provisions.
- (2) If agreement as to the substitution of the CPI with an equivalent index for the Premises is not reached at least one (1) month prior to the relevant Rent Review Date then the current market rent for the Premises will be determined at the expense of the Lessee by a valuer (**Valuer**) licensed under the Land Valuers Licensing Act 1978, to be appointed, at the request of either party, by the President for the time being of the Australian Property Institute (Western

Australian Division) (or if such body no longer exists, such other body which is then substantially performing the functions performed at the Commencement Date by that Institute).

- (3) The Valuer will act as an expert and not as an arbitrator and his or her decision will be final and binding on the parties. The parties will be entitled to make submissions to the Valuer.
- (4) In this **clause 7**, “current market rent” means the rent obtainable for the Premises in a free and open market if the Premises was unoccupied and offered for rental for the use for which the Premises is permitted pursuant to this Lease and on the same terms and conditions contained in this Lease, BUT will not include:
 - (a) any improvements made or effected to the Premises by the Lessee; and
 - (b) any rent free periods, discounts or other rental concessions.

Rent will not decrease

Notwithstanding the provisions in this clause, the Rent payable from any Rent Review based on CPI Review will not be less than the Rent payable in the period immediately preceding such Rent Review Date.

Lessor’s right to review

The Lessor may institute a rent review notwithstanding the Rent Review Date has passed and the Lessor did not institute a rent review on or prior to that Rent Review Date, and in which case the Rent agreed or determined shall date back to and be payable from the Rent Review Date for which such review is made.

8. Insurance

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 8** of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require;
- (b) insurance against all risks as the Lessor may require, of all plate glass windows, doors and display show cases forming part of or within the Premises for a sum which is not less than its full insurable value;
- (c) 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;
- (d) employers’ indemnity insurance including workers’ compensation insurance in respect of all employees of the Lessee employed in, about or on the Premises; and
- (e) any other policy of insurance which the Lessor may reasonably require or specify from time to time.

Building Insurance to be affected by Lessor

The Lessor shall effect and keep effected insurance to the full insurable value on a replacement or reinstatement value basis of the Premises against damage arising from fire, tempest, storm, earthquake, explosion, aircraft, or other aerial device including items dropped from any device, riot, commotion, flood, lightning, act of God, fusion, smoke, rainwater, leakage, impact by vehicle, machinery breakdown and malicious acts or omissions and other standard insurable risks and the Lessee will reimburse the Lessor for any premiums, excess or other costs arising therefrom.

Details and receipts

In respect of the insurances required by **clause 8** the Lessee must:

- (f) upon renewal of any insurance policy immediately forward to the Lessor copies of Certificates of Currency and details of the insurances as held by the Lessee;
- (g) promptly pay all premiums and produce to the Lessor each policy or certificate of currency and each receipt for premiums or certificate of currency issued by the insurers; and
- (h) 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.

Lessee May be Required to Pay Excess on Insurances

The Lessee AGREES with the Lessor that it shall be responsible to pay any excess payable in connection with the insurances referred to in **clause 8**.

Not to invalidate

The Lessee must not do or omit to do any act or thing or bring or keep anything on the Premises which might:

- (i) render any insurance effected under **clause 8** on the Premises, or any adjoining premises, void or voidable; or
- (j) 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).

Report

Each Party must report to the other promptly in writing and in an emergency verbally:

- (k) any damage to the Premises of which they are or might be aware; and
- (l) 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 in or on the Premises.

Settlement of claim

The Lessor may, but the Lessee may not without prior written consent of the Lessor, settle or compromise any claims under any policy of insurance required by **clause 8**.

Lessor as attorney

The Lessee irrevocably appoints the Lessor as the Lessee's attorney during the Term:

- (m) in respect to all matters and questions which may arise in relation to any insurances required by **clause 8**;
- (n) with full power to demand, sue for and recover and receive from any insurance company or society or person liable to pay the insurance money as are payable for the risks covered by the insurances required by **clause 8**;
- (o) to give good and effectual receipts and discharges for the insurance; and
- (p) to settle, adjust, arbitrate and compromise all claims and demands and generally to exercise all powers of absolute owner.

9. Indemnity

Lessee responsibilities

- (1) The Lessee is subject to the same responsibilities relating to persons and property to which the Lessee would be subject if during the Term the Lessee were the owner and occupier of the freehold of the Premises.
- (2) The Lessee is responsible and liable for all acts or omissions of the Lessee's Agents on the Premises and for any breach by them of any covenants or terms in this Lease required to be performed or complied with by the Lessee.

Indemnity

- (3) The Lessee indemnifies, and shall keep indemnified, the Lessor and the Minister for Lands from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Lessor or the Minister for Lands, or brought, maintained or made against the Lessor, in respect of:
 - (a) any loss whatsoever (including loss of use);
 - (b) injury or damage of, or to, any kind of property or thing; and
 - (c) the death of, or injury suffered by, any person,caused by, contributed to, or arising out of, or in connection with, whether directly or indirectly:
 - (i) the use or occupation of the Premises by the Lessee or the Lessee's Agents;
 - (ii) any work carried out by or on behalf of the Lessee on the Premises;
 - (iii) the Lessee's activities, operations or business on, or other use of any kind of, the Premises;

- (iv) the presence of any Contamination, Pollution or Environmental Harm in on or under the Premises or adjoining land caused or contributed to by the act, neglect or omission of the Lessee or the Lessee's Agents;
- (v) any default by the Lessee in the due and punctual performance, observance and compliance with any of the Lessee's covenants or obligations under this Lease; or
- (vi) an act or omission of the Lessee.

Obligations Continuing

The obligations of the Lessee under this clause:

- (d) are unaffected by the obligation of the Lessee to take out insurance, and the obligations of the Lessee to indemnify are paramount, however if insurance money is received by the Lessor for any of the obligations set out in this clause then the Lessee's obligations under **clause 9** will be reduced by the extent of such payment.
- (e) continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

No indemnity for Lessor's negligence

The parties agree that nothing in this clause shall require the Lessee to indemnify the Lessor, its officers, servants, or agents against any loss, damage, expense, action or claim arising out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

Release

- (4) The Lessee:
 - (a) agrees to occupy and use the Premises at the risk of the Lessee; and
 - (b) releases to the full extent permitted by law, the Lessor and the Minister for Lands from:
 - (i) any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the Premises or arising from the Lessee's use or occupation of the Premises by;
 - (ii) loss of or damage to the Premises or personal property of the Lessee; and
 - (iii) all claims, actions, loss, damage, liability, costs and expenses arising from or connected with (directly or indirectly) the presence of any Contamination, Pollution or Environmental Harm in, on or under the Premises or surrounding area

except to the extent that such loss or damage arises out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

- (5) The release by the Lessee continues after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

10. Limit of Lessor's liability

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.

Limit on liability for breach of Lessor's covenants

- (1) The Lessor is only liable for breaches of the Lessor's Covenants set out in this Lease which occur while the Lessor is registered as the proprietor in fee simple in the Premises.
- (2) The Lessor will not be liable for any failure to perform and observe any of the Lessor's Covenants due to any cause beyond the Lessor's control.

11. Maintenance, repair and cleaning

Generally

- (1) The Lessee AGREES during the Term and for so long as the Lessee remains in possession or occupation of the Premises to maintain, replace, repair, clean and keep the Premises (which for the avoidance of doubt includes the Lessor's Fixtures and Fittings) and Appurtenances in Good Repair having regard to the age of the Premises at the Commencement Date PROVIDED THAT this subclause shall not impose on the Lessee any obligation:
- (a) to carry out repairs or replacement that are necessary as a result of fair and reasonable wear and tear, EXCEPT when such repair or replacement is necessary because of any act or omission of or on the part of the Lessee (or its servants, agents, contractors or invitees), or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee (or its servants, agents, contractors or invitees); and
 - (b) in respect of any structural maintenance, replacement or repair EXCEPT when such maintenance, repair or replacement is necessary because of any act or omission of or on the part of the Lessee (or its servants, agents, contractors or invitees), or by the Lessee's particular use or occupancy of the Premises.
- (2) In discharging the obligations imposed on the Lessee under this subclause, the Lessee shall where maintaining, replacing, repairing or cleaning:
- (a) any electrical fittings and fixtures;
 - (b) any plumbing;
 - (c) any air-conditioning fittings and fixtures;
 - (d) any gas fittings and fixtures,

in or on the Premises use only licensed trades persons, or such trades persons as may be approved by the Lessor and notified to the Lessee, which approval shall not be unreasonably withheld.

- (3) The Lessee must take such reasonable action as is necessary to:
- (a) prevent, if it has occurred as a result of the Lessee's use of the Premises; and
 - (b) rectify or otherwise ameliorate,
- the effects of erosion, drift or movement of sand, soil, dust or water on or from the Premises.

Cleaning

The Lessee must at all times keep the Premises clean, tidy, unobstructed and free from dirt and rubbish.

Repair

Unless such damage is the Lessor's responsibility pursuant to the terms of the Lease, the Lessee must promptly repair at its own expense to the satisfaction of the Lessor, any damage to the Premises, regardless of how the damage is caused and replace any of the Lessor's fixtures and fittings which are or which become damaged.

Responsibility for Securing the Premises

The Lessee must ensure the Premises, including Lessor's and Lessee's fixtures and fittings, are appropriately secured at all times.

Maintain surroundings

- (4) The Lessee must regularly inspect and maintain in good condition any part of the Premises which surrounds any buildings, including but not limited to any flora, gardens, lawns, shrubs, hedges and trees.
- (5) The Lessee agrees that any pruning of trees must be undertaken by a qualified tree surgeon.
- (6) If any flora, trees or lawn dies the Lessee must replace the flora, trees or lawn at its own expense.
- (7) The Lessee must plant and care for such trees on the Premises as the Lessor may from time to time reasonably require.
- (8) The Lessee may not remove any trees, shrubs or hedges without first consulting with and obtaining the approval of the Lessor, except where necessary for urgent safety reasons.

Lessor's Fixtures and Fittings

The Lessee covenants and agrees that the Lessor's Fixtures and Fittings will remain the property of the Lessor and must not be removed from the Premises at any time.

Pest control

The Lessee must keep the Premises free of any pests and vermin and the cost of extermination will be borne by the Lessee.

Painting

- (9) The Lessee must on or before each repainting date as stated in **Item 9** of the Schedule paint with at least 2 coats of paint those parts of the Premises usually painted internally.

- (10) All painting carried out on the Premises must be carried out by a registered painting contractor; and the registered painting contractor or other person engaged by the Lessee to paint the Premises must:
- (a) do so in a proper manner using good quality materials;
 - (b) have the colour and quality of the materials approved in writing by the Lessor before the work commences;
 - (c) comply with all reasonable directions given or requests made by the Lessor; and
 - (d) be finished in a proper and workmanlike manner.

Drains

- (11) The Lessee must keep and maintain the waste pipes drains and conduits originating in the Premises or connected thereto in a clean clear and free flowing condition and must pay to the Lessor upon demand the cost to the Lessor of clearing any blockage which may occur in such waste pipes, drains and conduits between the external boundaries of the Premises and the point of entry thereof into any trunk drain unless such blockage has been caused without neglect or default on the part of the Lessee.
- (12) The Lessee must not permit the drains, toilets, grease traps (if any) and other sanitary appliances on the Premises to be used for any purpose other than that for which they were constructed and must not allow any foreign matter or substance to be thrown therein.

12. Use

Restrictions on use

(1) Generally

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

- (a) use the Premises or any part of it for any purpose other than the Permitted Purpose; or
- (b) use the Premises for any purpose which is not permitted under any local or town planning scheme, local laws, acts, statutes or any law relating to health.

(2) No offensive or illegal acts

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

(3) No nuisance

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises any thing which causes a nuisance, damage or disturbance to the Lessor or to owners or occupiers of adjoining properties.

(4) No dangerous substances

The Lessee must not and must not suffer or permit a person to store any dangerous compound or substance on or in the Premises, otherwise than in accordance with the following provisions:

- (a) any such storage must comply with all relevant statutory provisions;
- (b) all applications for the approval or renewal of any licence necessary for such storage must be first referred to the Lessor;
- (c) the Lessor may within its absolute discretion refuse to allow the storage of any particular dangerous compound or substance on the Premises; and
- (d) upon the request of the Lessor, the Lessee will provide a list of all dangerous compounds or substances stored on the Premises.

(5) No harm or stress

The Lessee must not and must not suffer or permit a person to do any act or thing which might result in excessive stress or harm to any part of the Premises.

(6) No signs

The Lessee must not and must not suffer or permit a person to display from or affix any signs, notices or advertisements on the Premises without the prior written consent of the Lessor.

(7) No smoking

The Lessee must not suffer or permit a person to smoke inside any building or other enclosed area on the Premises.

(8) Consumption of alcohol

Not applicable

(9) 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.

(10) 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.

(11) No pollution

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

No warranty

The Lessor gives no warranty:

- (a) as to the use to which the Premises may be put; or
- (b) that the Lessor will issue any consents, approvals, authorities, permits or licences required by the Lessee under any statute for its use of the Premises.

Lessee to Observe Copyright

In the event that the Lessee or any person sub-leasing, hiring, or in temporary occupation of the Premises provides, contracts for, or arranges for the performance, exhibition or display of any music or work of art the copyright of which is not vested in the Lessee or that person, the Lessee shall ensure that all obligations in regard to payment of copyright or licensing fees with the owner or licensor of the copyright are met before any such performance, exhibition or display is held.

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.

Indemnity for Costs

The Lessee indemnifies the Lessor against any claims or demands for all costs, on a solicitor client basis, reasonably incurred by the Lessor by reason of any claim in relation to any matters set out in this **clause 12**.

13. Alcohol

Consumption of alcohol

Not applicable

Liquor licence

The Lessee COVENANTS AND AGREES that if a licence or permit is granted under the Liquor Control Act 1988 for the Premises it must:

- (a) comply with any requirements attaching to the licence or permit at its cost and where any alteration is required to the Premises **clause 15** shall apply;
- (b) comply with the requirements of the Harm Minimisation Policy (as amended from time to time) of the Department of Racing, Gaming & Liquor, which will require, without limitation the following:
 - (i) the development and implementation of a House Management Policy and Code of Conduct (as defined by the Harm Minimisation Policy) for the Premises, and such policies must be displayed in a prominent position on the Premises at all times; and
 - (ii) the development and implementation of a Management Plan (as defined by the Harm Minimisation Policy) for the Premises.
- (c) provide a copy of the licence or permit (as well as a copy of any document referred to in the licence or permit, including without limitation a copy of the House Management Policy, Code of Conduct and Management Plan (as defined by the Harm Minimisation Policy)) to the Lessor as soon as practicable after the date of grant; and
- (d) indemnify and keep indemnified the Lessor from and against any breach of the Liquor Control Act 1988, Health (Food Hygiene) Regulations 1993, Liquor Control Regulations 1989 or the licence or permit or any conditions imposed thereupon for which it may be liable as the owner of the Premises.

14. Minimise nuisance to neighbours

- (1) The Lessee acknowledges that the Premises are located in close proximity to residential premises.
- (2) The Lessee must take all reasonable action to minimise and prevent disruption, nuisance and disturbance to surrounding residential premises, particularly during and following social events held at the Premises.
- (3) The Lessee must comply with all reasonable conditions and directions that may be imposed by the Lessor from time to time in relation to the minimisation and prevention of disruption, nuisance, and disturbance to surrounding residential premises.

15. Alterations

Restriction

- (1) The Lessee must not without prior written consent:
 - (a)
 - (i) from the Lessor;
 - (ii) from any other person from whom consent is required under this Lease;
 - (iii) required under statute in force from time to time, including but not limited to the planning approval of the Lessee under a town planning scheme of the Lessee;
 - (b) make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises; or
 - (c) subject to the performance of the Lessee's obligations in **clause 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.

Consent

- (2) 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 15** the Lessor may:
 - (a) consent subject to conditions; and
 - (i) require that work be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent; and
 - (ii) require that any alteration be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant; and
 - (b) if the Lessor consents to any matter referred to in **clause 15**:
 - (i) the Lessor gives no warranty that the Lessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
 - (ii) 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.

Cost of Works

All works undertaken under this **clause 15** will be carried out at the Lessee's expense.

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:

- (c) carry out those other works at the Lessee's expense; or
 - (d) permit the Lessor to carry out those other works at the Lessee's expense,
- in accordance with the Lessor's requirements.

16. Lessor's right of entry

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)
 - (i) at all reasonable times;
 - (ii) with or without workmen and others; and
 - (iii) with or without plant, equipment, machinery and materials;
- (b) for each of the following purposes:
 - (i) to inspect the state of repair of the Premises and to ensure compliance with the terms of this Lease;
 - (ii) to carry out any survey or works which the Lessor considers necessary, however the Lessor will not be liable to the Lessee for any compensation for such survey or works provided they are carried out in a manner which causes as little inconvenience as is reasonably possible to the Lessee;
 - (iii) to comply with the Lessor's Covenants or to comply with any notice or order of any authority in respect of the Premises for which the Lessor is liable; and
 - (iv) to do all matters or things to rectify any breach by the Lessee of any term of this Lease but the Lessor is under no obligation to rectify any breach and any rectification under this **clause 16** is without prejudice to the Lessor's other rights, remedies or powers under this Lease.

Costs of Rectifying Breach

All costs and expenses incurred by the Lessor as a result of any breach referred to at **clause 16** 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.

17. Statutory obligations and notices

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 12**;
- (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.

Indemnity if Lessee Fails to Comply

The Lessee indemnifies the Lessor and the Minister for Lands against:

- (e) failing to perform, discharge or execute any of the items referred to in **clause 17**; and
- (f) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clause 17**.

18. Report to Lessor

The Lessee must immediately report to the Lessor:

- (a) any act of vandalism or any incident which occurs on or near the Premises which involves or is likely to involve a breach of the peace or become the subject of a report or complaint to the police and of which the Lessee is aware or should be aware;
- (b) any occurrence or circumstances in or near the Premises of which it becomes aware, which might reasonably be expected to cause, in or on the Premises, pollution of the environment; and
- (c) all notices, orders and summonses received by the Lessee and which affect the Premises and immediately deliver them to the Lessor.

19. Default

Events of Default

A default occurs if:

- (a) the Lessee is in breach of any of the Lessee's Covenants for 28 days after a Notice has been given to the Lessee to rectify the breach or to pay compensation in money;
- (b) the association is wound up whether voluntarily or otherwise;

- (c) the Lessee passes a special resolution under the *Associations Incorporation Act 2015* altering its rules of association in a way that makes its objects or purposes inconsistent with the use permitted by this Lease;
- (d) a mortgagee takes possession of the property of the Lessee under this Lease;
- (e) any execution or similar process is made against the Premises on the Lessee's property;
- (f) the Premises are vacated, or otherwise not used, in the Lessor's reasonable opinion, for the Permitted Purpose for six month period; or
- (g) 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.

Forfeiture

On the occurrence of any of the events of default specified in **clause 19** the Lessor may:

- (h) without notice or demand at any time enter the Premises and on re-entry the Term will immediately determine;
- (i) by notice to the Lessee determine this Lease and from the date of giving such notice this Lease will be absolutely determined; and
- (j) by notice to the Lessee elect to convert the unexpired portion of the Term into a tenancy from month to month when this Lease will be determined as from the giving of the notice and until the tenancy is determined the Lessee will hold the Premises from the Lessor as a tenant from month to month under **clause 20**,

but without affecting the right of action or other remedy which the Lessor has in respect of any other breach by the Lessee of the Lessee's Covenants or releasing the Lessee from liability in respect of the Lessee's Covenants.

Lessor may remedy breach

If the Lessee:

- (k) fails or neglects to pay the Amounts Payable by the Lessee under this Lease; or
- (l) does or fails to do anything which constitutes a breach of the Lessee's Covenants,

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.

Acceptance of Amount Payable By Lessor

Demand for or acceptance of the Amounts Payable by the Lessor after an event of default has occurred will not affect the exercise by the Lessor of the rights and powers conferred on the Lessor by the terms of the Lease or at law and will not operate as an election by the Lessor to exercise or not to exercise any right or power.

Essential Terms

Each of the Lessee's Covenants in **clauses 6** (Rent and Other Payments), **7** (Insurance), **9** (Indemnity), **11** (Maintenance, Repair and Cleaning), **12** (Use), **26** (Assignment, Subletting and Charging) and **33** (Goods and Services Tax), is an essential term of this Lease but this clause **19** does not mean or imply that there are no other essential terms in this Lease.

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:

- (m) the Lessee must compensate the Lessor for the loss or damage suffered by reason of the breach of that essential term;
- (n) the Lessor will be entitled to recover damages against the Lessee in respect of the breach of an essential term; and
- (o) the Lessee covenants with the Lessor that if the Term is determined:
 - (i) for breach of an essential term or the acceptance by the Lessor of a repudiation of this Lease by the Lessee; or
 - (ii) following the failure by the Lessee to comply with any notice given to the Lessee to remedy any 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 effluxion of time together with the losses incurred or reasonably expected to be incurred by the Lessor as a result of the early determination including but not limited to the costs of re-letting or attempting to re-let the Premises;

- (p) the Lessee agrees that the covenant set out in this **clause 19** will survive termination or any deemed surrender at law of the estate granted by this Lease;
- (q) the Lessee may deduct from the amounts referred to at **clause 19** the Rent and other money which the Lessor reasonably expects to obtain by re-letting the Premises between the date of Termination and the date on which the Term would have expired by effluxion of time; and
- (r) 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.

20. Damage or destruction of Premises

Abatement of Rent

If the Premises are at any time during the Term, without neglect or default of the Lessee, destroyed or damaged by fire or other risk covered by insurance so as to render the same unfit for the occupation and use of the Lessee, then the Rent or a proportionate part thereof (according to the nature and extent of the damage) shall abate until the Premises have been rebuilt or made fit for the occupation and use of the Lessee, and in case of any dispute arising under this

provision the same will be referred to arbitration under the provisions of the *Commercial Arbitration Act 1985* and the full Rent must be paid without any deduction or abatement until the date of the arbitrator's award whereupon the Lessor will refund to the Lessee any Rent which according to the aware appears to have been overpaid.

Total Damage or Destruction

If the premises are at any time during the Term destroyed or damaged to an extent as to be wholly unfit for the occupation and use of the Lessee either party may be notice in writing to the other of them given within sixty (60) days after the event elect to cancel and terminate this lease. The term will terminate upon such notice being given and the Lessee must vacate the premises and surrender the same to the Lessor, but such termination will be without prejudice however to the liability of the Lessee under this Lease up to the date of termination.

21. Option to renew

If the Lessee at least one month, but not earlier than 12 months, prior to the date for commencement of the Further Term gives the Lessor a Notice to grant the Further Term and:

- (a) all consents and approvals required by the terms of this Lease or at law have been obtained; and
- (b) there is no subsisting default by the Lessee at the date of service of the Notice in:
 - (i) the payment of Amounts Payable; or
 - (ii) the performance or observance of the Lessee's Covenants,

the Lessor shall grant to the Lessee a lease for the Further Term at the Rent and on terms and conditions similar to this Lease other than this **clause 21** 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.

22. 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.

23. Restore premises

Prior to Termination, the Lessee at the Lessee's expense must restore the Premises to a condition consistent with the observance and performance by the Lessee of the Lessee's Covenants under this Lease fair wear and tear excepted.

24. Yield up the premises

Peacefully surrender

On Termination the Lessee must:

- (a) peacefully surrender and yield up to the Lessor the Premises in a condition consistent with the observance and performance of the Lessee's Covenants under this Lease;
- (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.

Clause 24.1 to survive termination

The Lessee's obligation under **clause 24** will survive termination.

25. Removal of property from Premises

Remove property prior to termination

Prior to Termination, unless otherwise mutually agreed between the parties, the Lessee must remove from the Premises all property of the Lessee which is not a fixture other than air-conditioning plant and fire equipment, security alarms and security systems and other fixtures and fittings which in the opinion of the Lessor form an integral part of the Premises and promptly make good, to the satisfaction of the Lessor, any damage caused by the removal.

Lessor can remove property on re-entry

On re-entry the Lessor will have the right to remove from the Premises any property of the Lessee and the Lessee indemnifies the Lessor against all damage caused by the removal of and the cost of storing that property.

26. Casual Hire of Premises

Casual Hire

- (1) The Lessee may hire out the Premises or any part thereof on a casual basis only PROVIDED:
 - (a) such use is consistent at all times with the Permitted Purpose;
 - (b) the Lessee ensures any hirer complies strictly with the relevant terms of this Lease; and
 - (c) the Lessee obtains the prior written consent for any hire arrangements, which consent may be withheld by the Lessor in its absolute discretion.
- (2) For the purposes of this Lease, "casual hire" means any hire of the Premises by the Lessee to a third party for a period of no more than 48 hours in any calendar month and does not include any formal transfer, assignment or sublease of the Premises.

Lessee remains responsible for Premises at all times

The Lessee ACKNOWLEDGES that at all times, including when the Premises are hired to a third party, it remains responsible for the Premises, including without limitation any damage that may be caused or occurs during any hire period.

27. Assignment, Subletting and Charging

No assignment or sub-letting without consent

The Lessee must not assign the leasehold estate in the Premises nor Sub-let, part with possession, or dispose of the Premises or any part of the Premises without the prior written consent of the Minister for Lands, the Lessor and any other persons whose consent is required under the terms of this Lease or at law.

Lessor's Consent to Assignment and Sub-letting

Provided all parties whose consent is required, under this Lease or at law, to an assignment or Sub-letting, give their consent and any assignment or sublease is for a purpose consistent with the use of the Premises permitted by this Lease then the Lessor may not unreasonably withhold its consent to the assignment or Sub-letting of the leasehold estate created by this Lease if:

- (a) the proposed assignee or sublessee is a respectable and responsible person of good financial standing capable of continuing the permitted use for non-profit making community purposes;
- (b) all Amounts Payable due and payable have been paid and there is no existing unremedied breach, whether notified to the Lessee or not, of any of the Lessee's Covenants;
- (c) the Lessee procures the execution by:
 - (i) the proposed assignee of a deed of assignment; or
 - (ii) the proposed sublessee of a deed of sublease,to which the Lessor is a party and which deed is prepared and completed by the Lessor's solicitors; and
- (d) the assignment contains a covenant by the assignee or sublessee with the Lessor to pay all Amounts Payable and to perform and observe all the Lessee's Covenants.

Where sublessee is a community group

If the proposed sublessee is a community group, whether or not a body corporate or unincorporated, the Lessor may not require a deed of sublease under **clause 27**.

Consents of Assignee Supplementary

The covenants and agreements on the part of any assignee will be supplementary to the Lessee's Covenants and will not release the assigning lessee from the Lessee's Covenants.

Property Law Act 1969

Sections 80 and 82 of the *Property Law Act 1969* are excluded.

Costs for assignment and sub-letting

If the Lessee wishes to assign or sub-let the leasehold estate created by this Lease the Lessee must pay all reasonable professional and other costs, charges and expenses, incurred by the Lessor or other person whose consent is required under this Lease, of and incidental to:

- (e) the enquiries made by or on behalf of the Lessor as to the respectability, responsibility and financial standing of each proposed assignee or sublessee;
 - (f) any consents required under this Lease or at law; and
 - (g) all other matters relating to the proposed assignment or sub-letting,
- whether or not the assignment or Sub-letting proceeds.

No mortgage or charge

The Lessee must not mortgage nor charge the Premises.

28. Disputes

Referral of Dispute: Phase 1

Except as otherwise provided any dispute arising out of this Lease is to be referred in the first instance in writing to the Lessor's Representative as nominated in writing by the Lessor from time to time (**the Lessor's Representative**) who shall convene a meeting within 10 days of receipt of such notice from the Lessee or such other period of time as is agreed to by the parties between the Lessor's Representative and an officer of the Lessee for the purpose of resolving the dispute (**the Original Meeting**).

Referral of Dispute: Phase 2

In the event the dispute is not resolved in accordance with **clause 28** of this Lease then the dispute shall be referred in writing to the CEO of the Lessor who shall convene a meeting within 10 days of the Original Meeting or such other date as is agreed to by the parties between the CEO and the President of the Lessee for the purpose of resolving the dispute.

Appointment of Arbitrator: Phase 3

In the event the dispute is not resolved in accordance with **clause 28** of this Lease then the dispute shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act* 1985 (as amended from time to time) and the Lessor and the Lessee may each be represented by a legal practitioner.

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

29. Prior notice of proposal to change rules

The Lessee agrees that it will not change its rules of association under the Associations Incorporations Act 2015 without notifying the Lessor of its intention to make such a change prior to consideration of the required special resolution.

30. Provision of information

The Lessee agrees to provide to the Lessor:

- (a) a copy of the Lessee's audited annual statement of accounts for each year;
- (b) advice of any changes in its office holders during the Term; and
- (c) any information reasonably required by the Lessor.

31. Right to terminate upon notice

- (1) Notwithstanding any other provision of this Lease, the Parties AGREE that either party may terminate this Lease for any reason upon six months written notice to the other party.
- (2) If this Lease is terminated in accordance with this clause, **clause 24** will apply.

32. Caveat

No absolute caveat

The Lessee nor any person on behalf of the Lessee will, without the prior written consent of the Lessor and the Minister for Lands, lodge any absolute caveat at Landgate against the Certificate of Title for the Land, to protect the interests of the Lessee under this Lease.

CEO & Lessor as attorney

In consideration of the Lessor having granted this Lease to the Lessee, the Lessee irrevocably appoints the Lessor and the CEO of the Lessor jointly and severally:

- (a) for the Term of this Lease;
- (b) for any holding over under this Lease; and
- (c) for a period of 6 months after Termination,

to be the agent and attorney of the Lessee in its name and on its behalf to sign and lodge at Landgate:

- (d) a withdrawal of any absolute caveat lodged by or on behalf of the Lessee;
- (e) a withdrawal of any caveat lodged by or on behalf of the Lessee and not withdrawn on Termination; and
- (f) a surrender of the estate granted by this Lease,

and the costs of withdrawing any caveat or surrendering this Lease (including the Lessor's solicitor's costs and registration fees) will be borne by the Lessee.

Ratification

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.

Indemnity

The Lessee indemnifies the Lessor against:

- (g) any loss arising directly from any act done under this clause. and
- (h) all costs and expenses incurred in connection with the performance of any act by the attorney on behalf of the Lessee under this clause.

33. Goods and services tax

Definitions

The following definitions apply for the purpose of this clause:

- (a) **Act** means the Commonwealth's *A New Tax System (Goods and Services Tax) Act 1999* and associated Acts and subsidiary legislation;
- (b) **Consideration** means the Amounts Payable or any other money payable to the Lessor under this Lease, but does not include the amount of the GST which may apply to the Amounts Payable or other money payable under the Act;
- (c) **GST** means a tax under the Act levied on a Supply including but not limited to the Amounts Payable or other money payable to the Lessor for goods or services or property or any other thing under this Lease; and
- (d) **Supply** means a good or service or any other thing supplied by the Lessor under this Lease and includes but is not limited to a grant of a right to possession of the Premises.

Lessee to pay GST

- (2) The Consideration will be increased by the amount of the GST, if any, which the Lessor is required under the Act to pay on any Supply made under this Lease.
- (3) The Lessee must pay any increase referred to at **clause 33** whether it is the Lessee or any other person who takes the benefit of any Supply.
- (4) The Lessee must pay the amount of the GST to the Lessor at the same time and in the same manner as the Lessee is required to pay the Consideration under this Lease.

Consideration in Kind

If consideration in kind is accepted by the Lessor for any Supply made under this Lease, the GST amount payable to the Lessor under **clause 33** in respect of the consideration in kind will be calculated by using the prevailing market value of the consideration in kind as determined by the Lessor.

- (5) No Contribution from Lessor

If the Lessee is required under this Lease to make any payment of money or give other consideration to a third party for outgoings, goods, services and benefits of any kind, the Lessee is not entitled to any contribution from the Lessor for any GST payable by it to any person.

- (6) Statement of GST paid is Conclusive

A written statement given to the Lessee by the Lessor of the amount of the GST that the Lessor pays or is liable to pay or account for is conclusive as between the Parties except in the case of an obvious error.

(7) Tax Invoices

For each payment by the Lessee under this clause the Lessor agrees to promptly deliver to the Lessee, as required under the Act, tax invoices and adjustment notes in a form which complies with the Act, so as to enable the Lessee to claim input tax credits or decreasing adjustments for Supplies.

(8) Reciprocity

If the Lessee furnishes any Supplies to the Lessor under this Lease, then the requirements set out in this clause with respect to the Lessee will apply to the Lessor with the necessary changes.

34. No Fetter

Notwithstanding any other provision of this Lease, the Parties acknowledge that the Lessor is a local government established by the *Local Government Act 1995*, and in that capacity, the Lessor may be obliged to determine applications for consents, approvals, authorities, licences and permits having regard to any Written Law governing such applications including matters required to be taken into consideration and formal processes to be undertaken, and the Lessor shall not be taken to be in default under this Lease by performing its statutory obligations or exercising its statutory discretions, nor shall any provision of this Lease fetter the Lessor in performing its statutory obligations or exercising any discretion.

35. Additional Terms Covenants and Conditions

Each of the terms, covenants and conditions (if any) specified in **Item 10** of the Schedule are part of this Lease and are binding on the Lessor and the Lessee as if incorporated into the body of this Lease.

36. *Commercial Tenancy Act*

If at any time and for so long as the *Commercial Tenancy (Retail Shops) Agreements Act 1985* applies to this Lease and a provision of that Act conflicts with a provision of this Lease, then each conflicting provision of this Lease is deemed to be amended to the extent necessary to comply with that Act.

37. 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.

38. 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.

39. 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.

40. Notice

Form of delivery

A Notice to a Party must be in writing and may be given or made:

- (a) by delivery to the Party personally; or
- (b) by addressing it to the Party and leaving it at or posting it by registered post to the address of the Party appearing in this Lease or any other address nominated by a Party by Notice to the other.

Service of notice

A Notice to a Party is deemed to be given or made:

- (c) if by personal delivery, when delivered;
- (d) if by leaving the Notice at an address specified in **clause 40**, at the time of leaving the Notice, provided the Notice is left during normal business hours; and
- (e) if by post to an address specified in **clause 40**, on the second business day following the date of posting of the Notice.

Signing of notice

A Notice to a Party may be signed:

- (f) if given by an individual, by the person giving the Notice;
- (g) if given by a corporation, by a director, secretary or manager of that corporation;
- (h) if given by a local government, by the CEO;
- (i) if given by an association incorporated under the *Associations Incorporation Act 2015*, by any person authorised to do so by the board or committee of management of the association; or
- (j) by a solicitor or other agent of the individual, corporation, local government or association giving the Notice.

41. 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.

42. Variation

This Lease may be varied only by deed executed by the parties subject to such consents as are required by this Lease or at law.

43. 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.

44. 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.

45. 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.

46. Waiver

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.

Partial exercise of right power or privilege

A single or partial exercise of any right, power or privilege does not preclude any other or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

Schedule

Item 1 Land and Premises

Land

Portions of Lot 109 and Lot 238 on Deposited Plan 405517 on Reserve 25963 and comprising approximately 7.9835 ha in area.

Premises

That part of the Land depicted on the plan annexed hereto as **Annexure 1 (GREEN)**, including all buildings, structures, alterations, additions and improvements on that part of the Land, or erected on that part of the Land during the Term.

Item 2 Term

21 years commencing on 1 January 2025 and expiring on 31 December 2046.

Item 3 Further Term

Not applicable

Item 4 Commencement Date

1 January 2025

Item 5 Rent

\$1 plus GST payable annually in advance on demand.

Item 6 Rent Review

Not applicable

Item 7 Permitted purpose

Speedway and Recreation

Item 8 Public liability insurance

Twenty million dollars (\$20,000,000.00).

Item 9 Repainting Dates

1 January 2033 and 1 January 2043

Item 10 Additional terms and covenants

- a) The Lessee is to pay all outgoings including but not limited to all rates and refuse charges, emergency services levies and water, power, and gas utilities on the demised premises;
- b) Notwithstanding clause a) above;
 - (i) The Council will consider waiving the local government's rates each year, pursuant to section 6.47 of the Local Government Act 1995;
- c) For clarity, the fixed building assets on the property being insured by the Shire of Narrogin and the Lessee is being required to reimburse the Shire for that expense, pursuant to clause 8;
- d) For clarity, the Lessee is entitled to all income derived from the property, to be utilised by the Lessee in accord with its objects of Association and/or the upkeep of improvements to the demised premises;
- e) The Lessor's Building Surveyor or appointed agents shall, at least on an annual basis (in conjunction with the Lessee) inspect all leased buildings and land to ascertain their state of maintenance pursuant to the lease to determine the priority future and long term maintenance to be undertaken by either party pursuant to the lease;
- f) The Lessee will at all times during the conduct of any event or activity on the leased premises provide suitable sanitary conveniences for participants and spectators and make suitable arrangements for the disposal of sanitary waste;
- g) The Lessee will be responsible for the maintenance of tracks and roads on the leased premises and any buildings erected by the Lessee for its own convenience;
- h) Any building erected on the leased premises by the Lessee shall remain the property of the Lessee, or its trustees in the event of the Lessee going into recess or becoming defunct, and the Lessee and/or its trustees are responsible for removal of the said buildings at the termination of the lease; and
- i) This lease shall at the option of the lessor be determinable by the Lessor should the Lessee be inactive for a period of 12 months or club be disbanded or cease to exist.

Signing page

EXECUTED _____ of _____ 2024

THE COMMON SEAL of THE SHIRE OF
NARROGIN was hereunto affixed in the
presence of:

President

(Print Full Name)

Chief Executive Officer

(Print Full Name)

EXECUTED by the NARROGIN SPEEDWAY
CLUB INC under delegated authority by its
Authorised Representative:

Authorised Representative (Signature)

Witness (Signature)

(Print Full Name)

(Print Full Name)

Annexure 1 – Sketch of Premises



Annexure 2 – Minister for Lands' Consent

10.4.5 BUDGET REVIEW 2024/25

File Reference	12.4.3
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interest that requires disclosure.
Applicant	Nil
Previous Item Numbers	Nil
Date	19 February 2024
Author	Dale Stewart – Chief Executive Officer
Authorising Officer	Dale Stewart – Chief Executive Officer
Attachments	Nil

Summary

Council is requested to consider the proposed Budget amendments, as detailed in the Financial Implications section of the Report.

Background

The budget review is based on the Shire's draft Annual Financial Report (AFR) for 2023/24 Financial Year as well as advice of the WA Local Government Grants Commission (WALGGC) final figures for 2024/25, which were only indicative at the time of adoption of the Budget.

Consultation

The Chief Executive Officer, Executive Managers and Departmental Managers have reviewed budget allocations under their responsibility. This review included an analysis of the year to date levels of expenditure and income in comparison to the original budget allocations and that which is forecast to 30 June 2025.

Statutory Environment

This minor review of the Budget is not to be construed as the major review that will occur in the third quarter of the financial year. Reviews of the adopted Budget can indeed occur at any time.

Regulation 33A of the Local Government (Financial Management) Regulations 1996 - Review of budget, requires:

- Between 1 January and 31 March in each financial year a local government is to carry out a review of its annual budget for that year;
- The review of an annual budget for a financial year must:
 - consider the local government's financial performance in the period beginning on 1 July and ending no earlier than 31 December in that financial year;
 - consider the local government's financial position as at the date of the review; and
 - review the outcomes for the end of that financial year that are forecast in the budget.
- Within 30 days after the review of the annual budget of a local government is carried out it is to be submitted to the Council;

- The Council is to consider a review submitted to it and is to determine whether or not to adopt the review, any parts of the review or any recommendations made in the review;
- An absolute majority is required; and
- Within 30 days after a Council has made a determination, a copy of the review and determination is to be provided to the Department.

Policy Implications

The Budget materiality variance was adopted at Council's Special Council Meeting held on 14 August 2024 (Council Resolution 140824.01). This means a variance of a percentage (equal to or greater than 10%) or a value (equal to or greater than \$15,000) for the 2024/25 financial year must be reported. This Policy was applied in this Budget Review.

There are no other relevant policy considerations.

Sustainability & Climate Change Implications

Environmental – There are no known environmental implications.

Economic – There are no known economic implications.

Social – There are no known social implications.

Financial Implications

The brought forward Budgeted Surplus of \$2,876,849 is, subject to final Audit, (confirmation expected 22 November 2024) now predicted to be \$3,249,800, some 13% or \$372,951 extra.

It is not unusual to have a normal +/-10% variation in this forecast, however the complexity of the forecast 'unders and overs' by the WA Local Government Grants Commission (WALGGC) and its known need to recoup the over payment it made to the Shire in the preceding financial year (of some \$200,000), meant that the Shire's Administration took a very conservative view this year.

Several Amendments to the Budget adopted by the Council on 14 Augst 2024 are proposed. The proposed budget amendments reflect adjustments to both income and expenditure forecasts across various items.

Here's a summary of the key changes:

Income Adjustments

- Budgeted Surplus: Increased by \$372,951 due to higher forecast income (subject to audit).
- Federal Assistance Grant (General Income): Decreased by \$72,555 following final advice from WALGGC.
- Federal Assistance Grant (Roads Income): Increased by \$9,845 following final advice from WALGGC.
- Heritage Contributions & Donations: Increased by \$40,000 due to donations for Pm 706.
- Mural Grants (Other Culture): Increased by \$49,000 with grants from CBH (\$10,000) and Lotterywest (\$39,000).
- Roads - Capital Grants (Bridges): Increased by \$196,000, reflecting MRWA contributions for the Whinbin Rock Road Bridge.
- Capital Grants: Decreased by \$32,500, as standpipes grants were not received.

Expenditure Adjustments

- Landcare Reserve Transfer: Decreased by \$5,000 due to overestimated expenditure.
- Rail Heritage/Relocation of Train: Increased by \$40,000, reflecting updated estimates based on quotes.

- Whinbin Rock Road Bridge (Capital): Increased by \$196,000, in line with MRWA in-kind contributions.
- Workers' Compensation Expense: Increased by \$8,000 due to underestimated costs.
- DCVC Mechanise GL: Decreased by \$70,000 to correct an incorrect allocation.
- Monopoly Board Game: Increased by \$70,000 due to corrected allocation to the appropriate job code.
- Goods Shed Restoration Budget increased by \$50,000 to accommodate expected costs associated with the restoration.
- Economic Development Reserve Transfer: Increased by \$273,741 to support future land and housing development initiatives.

Net Effects

- The largest income increases arise from Budgeted Surplus (+\$372,951) and Roads - Capital Grants (Bridges) (+\$196,000).
- Major expenditure increases include the Economic Development Reserve Transfer (-\$273,741) and Rail Heritage Projects (-\$40,000 and (-\$50,000).
- Several items reflect corrected allocations or revised forecasts.
- Overall, these adjustments reflect updated forecasts, corrected allocations, and strategic planning for future projects and reserves.

The following table thus reflects these changes:

Item Description	Explanation	Previous Amount	Revised Amount	Net Change	Comment
Budgeted Surplus Brought Forward	Increase in forecast income of \$372,951	\$2,876,849	\$3,249,800	+\$372,951	Subject to Audit
Federal Assistance Grant – General Income GL 3030200	Decrease in forecast income of \$72,555	\$126,000	\$53,445	-\$72,555	Final WALGVC advice
Federal Assistance Grant – Roads Income GL 3030201	Increase in forecast income of \$9,845	\$68,000	\$77,845	+9,845	Final WALGVC advice
Transfer to Landcare Reserve – GL 4100570	Decrease in forecast expenditure of \$5,000	\$5,000	\$0	+\$5,000	Overestimate of expenditure
Rail Heritage / Relocation of Train GL 4110670 Job IO136	Increase in forecast expenditure of \$40,000	\$35,000	\$75,000	-\$40,000	Estimate based on quote
Heritage – Contributions & Donations GL 5110670	Increase in forecast income of \$40,000	\$5,000	\$45,000	+\$40,000	Donations for Pm 706
Grants – Other Culture GL 3110802	Increase in forecast income of \$49,000	\$9,175	\$58,175	+\$49,000	Mural Grants from CBH \$10k and Lotterywest \$39k not budgeted
Roads - Capital Grants Bridges GL 5120181	Increase in forecast income of \$196,000	\$1,079,000	\$1,275,000	+\$196,000	Whinbin Rock Rd Bridge MRWA Contribution (in-kind donated asset) not budgeted
Bridge – Capital GL 4120181 Job IB205 Whinbin Rock Rd Bridge	Increase in expenditure of \$196,000	\$392,000	\$588,000	-\$196,000	Whinbin Rock Rd Bridge MRWA Contribution (in-kind) not budgeted
Capital Grants – GL 5130640	Decrease in income of \$32,500	\$315,950	\$283,450	-\$32,500	No standpipes grant received
Workers Compensation Expense GL 2140703	Increase in expenditure of \$8,000	\$0	\$8,000	-\$8,000	Underestimate of required 'budget' expenditure
DCVC Mechanise GL 2130214	Decrease in expenditure of \$70,000	\$90,000	\$20,000	+\$70,000	Incorrect allocation to the GL
Monopoly Board Game GL2130213 Job MONOB01	Increase in expenditure of \$70,000	\$20,000	\$90,000	-\$70,000	Correction of allocation to the right GL & Job
Goods Shed Roof and Wall Restoration GL 4130650 Job BC278	Increase in expenditure of \$50,000	\$283,450	\$333,450	-\$50,000	Increased expenditure for the Goods shed Restoration
Transfer to Economic Development Reserve GL 4130550	Increase in expenditure (transfer to reserve) of \$323,741	\$475,068	\$748,809	-\$273,741	To build the Economic Development Reserve for potential future land / housing development
Budgeted Surplus / Deficit Forecast 30/6/2025	No change	\$0	\$0	\$0	No change

Strategic Implications

Shire of Narrogin Strategic Community Plan 2017-2027:	
Objective	4. Civic Leadership Objective (Continually enhance the Shire's organisational capacity to service the needs of a growing community)
Objective	4.1 An efficient and effective organisation
Strategy:	4.1.1 Continually improve operational efficiencies and provide effective services
Strategy:	4.1.2 Continue to enhance communication and transparency

Risk Implications

Risk	Risk Likelihood	Risk Impact / Consequence	Risk Rating	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
Failure to modify the Budget with the identified changes could result in the Administration or the Council not recognising material variances in expenditure or income that could otherwise lead to confusion or expenditure without necessary funding.	Possible (3)	Minor (2)	Medium (5-9)	Asset Sustainability	Adopt the budget with amendments as proposed.

Risk Matrix

Consequence		Insignificant	Minor	Moderate	Major	Catastrophic
Likelihood		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives; work health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating of six (6) has been determined for this item. Any items with a risk rating of 10 or greater (considered to be high or extreme risk) will be added to the Risk Register, and any item with a risk rating of 16 or greater will require a specific risk treatment plan to be developed.

Comment/Conclusion

The Budget has been reviewed to continue to deliver on strategies adopted by the Council and maintains a high level of service across all programs. Budget adjustments made throughout 2024/25, in accordance with previous Council resolutions, have been included in the review and the attachment to this report outlines these proposed budget variations.

The Budget review, after allowing for all these adjustments, shows a *continued* estimated forecast surplus / deficit position as at 30 June 2025 of \$Nil, i.e. no change to that adopted by the Council on 14 August 2024, when the original Budget was adopted.

Voting Requirements

Absolute Majority

OFFICERS' RECOMMENDATION & COUNCIL RESOLUTION 271124.13

Moved: Cr Bartron

Seconded: Cr Pomykala

The CEO left the Chamber at 8:06PM.

The CEO returned to the Chamber at 8:06PM.

That Council adopt the Budget Review, including endorsement of proposed amendments to the 2024/25 Municipal Budget, as detailed in the following table:

Item Description	Explanation	Previous Amount	Revised Amount	Net Change	Comment
Budgeted Surplus Brought Forward	Increase in forecast income of \$372,951	\$2,876,849	\$3,249,800	+\$372,951	Subject to Audit
Federal Assistance Grant – General Income GL 3030200	Decrease in forecast income of \$72,555	\$126,000	\$53,445	-\$72,555	Final WALGGC advice
Federal Assistance Grant – Roads Income GL 3030201	Increase in forecast income of \$9,845	\$68,000	\$77,845	+9,845	Final WALGGC advice
Transfer to Landcare Reserve – GL 4100570	Decrease in forecast expenditure of \$5,000	\$5,000	\$0	+\$5,000	Overestimate of expenditure
Rail Heritage / Relocation of Train GL 4110670 Job IO136	Increase in forecast expenditure of \$40,000	\$35,000	\$75,000	-\$40,000	Estimate based on quote
Heritage – Contributions & Donations GL 5110670	Increase in forecast income of \$40,000	\$5,000	\$45,000	+\$40,000	Donations for Pm 706
Grants – Other Culture GL 3110802	Increase in forecast income of \$49,000	\$9,175	\$58,175	+\$49,000	Mural Grants from CBH \$10k and Lotterywest \$39k not budgeted

Roads - Capital Grants Bridges GL 5120181	Increase in forecast income of \$196,000	\$1,079,000	\$1,275,000	+\$196,000	Whinbin Rock Rd Bridge MRWA Contribution (in-kind donated asset) not budgeted
Bridge – Capital GL 4120181 Job IB205 Whinbin Rock Rd Bridge	Increase in expenditure of \$196,000	\$392,000	\$588,000	-\$196,000	Whinbin Rock Rd Bridge MRWA Contribution (in-kind) not budgeted
Capital Grants – GL 5130640	Decrease in income of \$32,500	\$315,950	\$283,450	-\$32,500	No standpipes grant received
Workers Compensation Expense GL 2140703	Increase in expenditure of \$8,000	\$0	\$8,000	-\$8,000	Underestimate of required 'budget' expenditure
DCVC Mechanise GL 2130214	Decrease in expenditure of \$70,000	\$90,000	\$20,000	+\$70,000	Incorrect allocation to the GL
Monopoly Board Game GL2130213 Job MONOB01	Increase in expenditure of \$70,000	\$20,000	\$90,000	-\$70,000	Correction of allocation to the right GL & Job
Goods Shed Roof and Wall Restoration GL 4130650 Job BC278	Increase in expenditure of \$50,000	\$283,450	\$333,450	-\$50,000	Increased expenditure for the Goods shed Restoration
Transfer to Economic Development Reserve GL 4130550	Increase in expenditure (transfer to reserve) of \$323,741	\$475,068	\$748,809	-\$273,741	To build the Economic Development Reserve for potential future land / housing development
Budgeted Surplus / Deficit Forecast 30/6/2025	No change	\$0	\$0	\$0	No change

CARRIED BY AN ABSOLUTE MAJORITY 7/0

For: President Ballard, Cr Broad, Cr Fisher, Cr Bartron, Cr Pomykala, Cr Wiese, Cr McNab
Against: Nil

10.4.6 AMENDMENT OF COUNCIL POLICY 1.14 COMMUNITY ENGAGEMENT POLICY

File Reference	13.5.4 & 26.3.14
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interests that requires disclosure.
Applicant	Nil
Previous Item Numbers	Item 10.1.2, 25 September 2019 Res. 0919.004
Date	21 October 2024
Author	Dale Stewart – Chief Executive Officer
Authorising Officer	Dale Stewart – Chief Executive Officer
Attachments	1. Council Policy 1.14 Community Engagement Charter

Summary

This report seeks Council's consideration to amend Council Policy 1.14 Community Engagement Policy to align with recent changes to the Local Government Act 1995. These changes necessitate the recognition of the particular interests of Aboriginal people and the inclusion of Aboriginal people in decision-making processes where practical and relevant. Additionally, the amended policy will emphasise the importance of collaboration with other local governments in fostering effective community engagement.

Background

The Local Government Act 1995 outlines the general functions of local governments, emphasising the importance of good governance for the communities they serve. Section 3.1 of the Act stipulates that local governments must now not only focus on sustainability and climate change, but also consider the inclusion of Aboriginal people in decision-making where practical and relevant and acknowledge their unique interests.

As our Shire considers how to be more inclusive in its approach, it is essential to revise the Community Engagement Policy to reflect these legislative changes and to also enhance our collaborative efforts with neighbouring local governments, again where practical and relevant.

With the amendments, it also introduces for the first time, the specific requirement for all local governments in WA to '*promote the economic, social and environmental sustainability of the district*' and to '*plan for, and to plan for mitigating, risks associated with climate change*'. Elected Members will note in this regard the addition of the new 'heading' in all reports this month entitled 'Sustainability & Climate Change Implications'.

The Shire of Narrogin currently demonstrates a proactive approach to engagement with Aboriginal Elders, Emerging Elders and people as well as with local Aboriginal Corporations, however it is acknowledged that more can and should be done and considered into the future..

Further it actively seeks to partner and collaborate re occasional special activities or events, such as:

- The recent screening of 'Genocide in the Wildflower State',
- NAIDOC events;
- Commissioning of indigenous murals, and shade sails;

- Welcome to country ceremonies during certain events;
- Flying the indigenous flag at the Shire Office;
- Cultural Awareness induction training for all new employees at the Shire; and
- Indigenous Traineeships in the Administration for several years.

Much is already achieved in collaboration with other local governments already, as evidenced in the following examples:

- Narrogin is a financial member of the Western Australian Local Government Association (WALGA) with 138 other local governments;
- Narrogin is a financial participant in the WALGA managed Council Procurement Service (CPS);
- Narrogin is a financial participant in the Local Government Self Insurance Scheme (LGIS);
- Narrogin is a financial member and active participant with 14 other local governments as part of the WALGA Central Country Zone;
- Narrogin and Cuballing have a combined Local Emergency Plan Committee;
- Narrogin collaborates regularly, often in an informal sense, with adjoining and nearby local governments through officer online and physical networks; and
- Narrogin manages and offers services (e.g. ranger, tourism promotion, environmental health, building, homecare, waste and road management services (etc)) to many other local governments in an opt in fee for service through the Shire's [LG2LG Services suite](#), some of which are up to 100 km away.

Consultation

Consultation with the Shire's Executive Leadership Team occurred.

Statutory Environment

The proposed amendments to the Community Engagement Policy are necessitated by the changes to the Local Government Act 1995. Specifically, an amendment to the Act (promulgated in November 2023) now requires local governments to:

- Recognise the particular interests of Aboriginal people.
- Involve Aboriginal people in decision-making processes.
- Consider collaboration with other local governments in fulfilling their engagement responsibilities.

There is no regulated mechanism or way in which to achieve these new mandates so it will be up for each local government to consider how to practically implement such practices where reasonable and relevant.

The new section 3.1. General function, states:

“(1) The general function of a local government is to provide for the good government of persons in its district.

(1A) Without limiting subsection (1), the general function of a local government must be performed having regard to the following —

(a) the need —

*(i) to promote the economic, social and environmental sustainability of the district;
and*

(ii) to plan for, and to plan for mitigating, risks associated with climate change; and

(iii) in making decisions, to consider potential long-term consequences and impacts on future generations;

(b) the need —

(i) to recognise the particular interests of Aboriginal people; and

(ii) to involve Aboriginal people in decision-making processes;

(c) the need to consider collaboration with other local governments.

(2) The scope of the general function of a local government is to be construed in the context of its other functions under this Act or any other written law and any constraints imposed by this Act or any other written law on the performance of its functions.

(3) A liberal approach is to be taken to the construction of the scope of the general function of a local government”.

Policy Implications

The revision of Council Policy 1.14 will ensure alignment with the updated Local Government Act, reinforcing our commitment to inclusivity and collaboration. The amended policy will provide clear reminders to staff to ensure that the organisation effectively engages with Aboriginal communities and other local governments, thereby fostering an environment of shared decision-making and mutual benefit and respect.

Sustainability & Climate Change Implications

Environmental – There are no known environmental implications.

Economic – There are no known economic implications.

Social – neglecting to engage Aboriginal communities adequately where it is reasonable and practical to do so, could foster mistrust and disengagement, undermining our efforts to create inclusive policies and programs. By proactively addressing these risks through policy amendment, the Council and Shire can mitigate potential challenges and enhance community relations.

Financial Implications

The proposed amendments are expected to have minimal financial impact on the Council’s Budget. However, implementing the revised policy may necessitate some future costs associated with community engagement initiatives, including workshops, outreach programs, and collaborative projects with aboriginal persons, elders, emerging elders and groups, and neighbouring local governments where practical and relevant. These costs will be considered in future budget allocations to ensure adequate funding for engagement activities.

Strategic Implications

Amending the Community Engagement Policy is strategically significant in positioning the Shire as a leader in inclusive governance. By actively involving Aboriginal communities and collaborating with other local governments, we enhance our strategic objectives of promoting social cohesion, sustainability, and equitable decision-making. This approach aligns with the Shire's vision of being a responsive and responsible local government that prioritises community engagement.

Shire of Narrogin Strategic Community Plan 2017-2027:		
Outcome:	2.4	Cultural and heritage diversity is recognised
Strategy:	2.4.2	Support our Narrogin cultural and indigenous community
Outcome:	4.1	An efficient and effective organisation
Strategy:	4.1.2	Continue to enhance communication and transparency

Risk Implications

Risk	Risk Likelihood	Risk Impact / Consequence	Risk Rating	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
Failure to amend the Community Engagement Policy may result in non-compliance with the Local Government Act, leading to potential legal and reputational risks for the Shire. Additionally, neglecting to engage Aboriginal communities adequately where it is reasonable and practical to do so, could foster mistrust and disengagement, undermining our efforts to create inclusive policies and programs. By proactively addressing these risks through policy amendment, the Council can mitigate potential challenges and enhance community relations.	Possible (3)	Moderate (3)	Medium (5-9)	Compliance Requirements	Treat through amending the Community Engagement Policy to comply with the Local Government Act and ensure engagement with Aboriginal communities where practical, mitigating legal and reputational risks.

Risk Matrix

Consequence		Insignificant	Minor	Moderate	Major	Catastrophic
Likelihood		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives; occupational health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating of nine (9) has been determined for this item. Any items with a risk rating over 10 or greater (considered to be high or extreme risk) will be added to the Risk Register, and any item with a risk rating of 16 or greater will require a specific risk treatment plan to be developed.

Comment/Conclusion

In conclusion, the proposed amendments to Council Policy 1.14 Community Engagement Policy are essential for compliance with the changes to the Local Government Act 1995. By recognising and involving Aboriginal communities and fostering collaboration with other local governments, both where practical and reasonable to do so, the Shire will strengthen its governance framework and promote a more inclusive decision-making process. This proactive approach will not only meet legal requirements but also enhance community trust and engagement.

Voting Requirements

Simple Majority

OFFICERS' RECOMMENDATION & COUNCIL RESOLUTION 271124.14

Moved: Cr Pomykala

Seconded: Cr McNab

That with respect to the amendments to the Local Government Act 1995, Section 3.1, General function, Council:

- 1) Amend the Council Policy entitled *1.14 Community Engagement Policy*, in accordance with Attachment, to be renamed as Policy *1.14 Community Engagement Charter*, to reflect the changed requirements of the Act, specifically to recognise the particular interests of Aboriginal people and to consider collaboration with other local governments where practical and relevant.

CARRIED 7/0

For: President Ballard, Cr Broad, Cr Fisher, Cr Bartron, Cr Pomykala, Cr Wiese, Cr McNab

Against: Nil

1.14 Community Engagement ~~Policy~~ Charter

Statutory context Local Government Act 1995 –
s.2.7 – adoption of policies
[s.3.1 – involve Aboriginal people consider collaboration with local governments](#)
Integrated Planning and Reporting Guide and Framework

Corporate context Nil

History

Adopted	25 September 2019
Reviewed	7 June 2021
Reviewed	26 April 2023

Policy statement

This policy outlines the purpose, principles and approach to [ascertaining opinions of, and otherwise receiving feedback from, its diverse community and stakeholders including the specific interest of its Aboriginal people, facilitating and promoting participation in the local government's decision making processes and generally undertaking community engagement to be taken by the Shire of Narrogin when engaging communities and stakeholders.](#)

The policy will be applied by all employees and consultants appointed by the Shire when engaging those affected by and interested in decisions to be made by the Shire.

1. Purpose

The Shire of Narrogin is committed to providing opportunities for all members of the community to participate in civic decision-making processes.

The Shire recognises that the community is a source of knowledge and expertise, and this can be harnessed to help find solutions to local issues as well as complex Shire challenges. [It also recognises that outcomes and advocacy efforts can often be better achieved through regional collaboration with other local governments with similar interest and objectives.](#)

Community engagement is a key part of our commitment to be a transparent and responsive organisation. Our objective is to make better decisions by giving a voice to communities and stakeholders on matters and topics that are of interest and important to them and to develop and encourage a culture which respects and welcomes community input [and specifically the particular interests of Aboriginal people, where reasonable and practical to do so.](#)

2. Principles

The Shire of Narrogin's approach to community engagement is guided by the following principles:

2.1 We clearly communicate why we are engaging and the community's role in the engagement.

From the outset, we articulate the purpose of our engagement and what will happen as a result of any information gathered. We explain what level of influence the community, stakeholders and Council have on the decision to be made, and any associated limitations or constraints. We consider the requirements for each project and its level of potential impact on the community to determine the required level and timing of engagement. We provide all information necessary so participants can make informed choices.

2.2 We carefully consider who to engage.

Before we begin engaging, we identify communities [and the diversity within those communities](#) and stakeholders who are directly involved, or likely to be affected by the project. On major projects that set a direction or define a position for the Shire, we encourage broad community participation to ensure that a diverse range of views and ideas are expressed and considered. We also consider

barriers that prevent or deter people from participating in engagement activities and consider ways to minimise them.

2.3 We explain the process.

We aim to be transparent, and make our decision-making process clear. We do this by explaining upfront the process to be undertaken, identifying where there is opportunity for the community and stakeholders to have input, and where the decision-points are.

Where possible, we build on the outcomes of previous engagement. If the engagement crosses over with a previous engagement process, we explain the outcomes, identify how they relate to the current process and why a new process is required.

2.4 We carefully consider how to engage and ensure our processes, venues and information are accessible.

We recognise people engage with civic life in different ways depending on a number of factors, such as age, background and ability. We aim to be responsive to this broad spectrum of needs, and ensure there are multiple engagement methods in various settings, to achieve appropriate community participation.

We ensure our engagement is accessible by providing information in clear and easy to understand formats, or is available in alternative formats on request. Our engagement events and venues are designed to be accessible whenever practical and achievable.

2.5 We design our engagement to be engaging.

The Shire of Narrogin is working to continuously improve how we engage, and design approaches that are creative, relevant, culturally appropriate and safe and also engaging. We are open to new and innovative engagement methodologies, and we are working on ways to tailor our approach to draw people into the process and maximise the reach and impact of our engagement.

2.6 We complement our engagement with high quality communication.

We provide clear, comprehensive and accessible information, written in plain English, to stakeholders throughout the engagement process. Information about our engagement is available at Have Your Say on our website (<https://www.narrogin.wa.gov.au/have-your-say.aspx>) and through the Shire's usual communication channels.

2.7 We acknowledge contributions made during the engagement process and let participants know how their feedback was used in our decision-making.

We are transparent with the community about how their participation was considered, by reporting back what we heard from contributors and how their input has been incorporated in decision making.

We share the results of engagement through Have Your Say - <https://www.narrogin.wa.gov.au/have-your-say.aspx>

We also advise contributors when the matter is to be considered by Council so they may attend Ordinary Council Meetings if they wish.

3. Approach

3.1 When we engage

The Shire will engage with the community or other local governments when:

- Council resolves formally to engage.
- A decision or plan will substantially impact the community and there is some part of the decision or plan that is negotiable.
- Stakeholders or the community have expressed an interest, or could be interested in a decision or plan where there is a range of potential outcomes.

Formatted: Left

- Community input can enhance decision-making, project outcomes or future opportunities.
- There is legislation, policy or an agreement requiring community engagement or consultation.

3.2 How we engage

The level of engagement will vary depending on the nature and complexity of the project or decision and will be guided by the Shire of Narrogin community engagement principles as set out above in Section 2 of this Policy.

Consideration is given to matters like community and stakeholder interest, political sensitivity, opportunities for partnerships, the level of impact, legislative requirements, time and resource and budget constraints. These considerations will guide how and when in the life of a project or decision community engagement may offer the greatest benefit.

Quality community engagement is well planned and executed, inclusive and accessible to all members of the community.

At times Council will engage the community on issues that are of importance or interest to a specific part of the community. In this instance, engagement will be targeted towards this group.

The Shire's engagement approach has four stages to ensure we deliver a consistent approach to engagement activities. This includes: a process of planning (developing an engagement plan); doing (preparing and engaging); reporting (analysing information and providing updates on the engagement) and evaluating (both the process and outcomes).

The purpose of the engagement and the type of input that will assist with the decision to be made, is reflected in the way community engagement is planned and reported. We carefully consider aspects of both qualitative input (such as trends and thoughts) and quantitative input (such as number of participants) when designing engagement methods and reporting back what we heard.

The following matrix is used to assist in determining the most suitable approach, relative to the likely 'level of impact' of a project, plan, service or action. As highlighted by this matrix, there are four levels of engagement: Inform, Consult, Involve, and Collaborate. More than one level of engagement is generally required, as there is likely to be movement back and forth through the different levels as the engagement is implemented, except in the case of projects or issues with only a low level of impact of a localised nature or if there is a statutory requirement to consult (see 3.4).

Expected level of impact	Criteria (one or more of the following)	Engagement approach generally taken	Level of engagement generally required	Examples of engagement methods the Shire may use
High – Shire wide	High level of impact on all or a large part of the Shire of Narrogin.	Early engagement with community and stakeholders.	Inform	Mail drop
		Involves a broad range of stakeholders and community members.	Consult	Media Releases
	Any significant impact on attributes that are considered to be of high value to the whole of the Shire, such as the natural environment or heritage.	Utilises a variety of engagement methods to give people who want to contribute, the opportunity to do so.	Involve	Narrogin Narrative
		Updates are provided to interested stakeholders and local community.	Collaborate	Website
	Likely high level of interest across the Shire.	Engagement plan developed in collaboration with the relevant departments and approved by		Email
				Social Media
				Direct contact with critical stakeholders

	Potential high impact on state or regional strategies or directions.	the Chief Executive Officer. Budget allocated to deliver community engagement. Process is evaluated to assess the quality and overall effectiveness of the engagement and assist the Shire's commitment to continually improve our engagement practice.		Focus groups Workshops Working group Surveys Online tools on Have Your Say Face to face at engagement events Pop ups at community events and spaces Feedback and submission forms
High – Local	High level of impact on a local area, small community or user group(s) of a specific facility or service. Significant change to any facility or service to the local community. Potential for a high degree of community interest at the local level.	May range from seeking comment on a proposal to involving the community and stakeholders in discussion on proposed options. Comprehensive information is made available to the community to enable informed input. Uses a combination of face to face and online engagement methods to encourage broad participation at different levels. Feedback is collated and made available to all stakeholders. Updates are provided to interested stakeholders and local community.	Inform Consult Involve	Mail drop Media Releases Narrogin Narrative Surveys Online tools on Have Your Say Direct contact with critical stakeholders Face to face at engagement events Pop ups at community events and spaces Feedback and submission forms
Low – Shire wide	Lower level of impact across the Shire. Level of interest among various	Approach may range from seeking comment on a proposal to involving the community and stakeholders in discussion and debate on proposed options. Ensures informed input through making comprehensive	Inform Consult Involve	Mail drop Media Releases

3.3 When it is not effective or appropriate to engage

- A final decision has already been made by council or another agency.
- Council cannot influence a decision by another agency or party.
- The decision to be made concerns a minor operational matter with minimal impact on the community or stakeholders.
- Implementing a project or decision that has already been subject to engagement.
- There is insufficient time due to legislative or legal constraints, or urgent safety issues to be addressed.

3.4 Statutory engagement

C:\Users\ESC\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\I6M6EDV8K\Policy Manual as at 19 September 2024.docx\W41 GEO Office\EA\00 GOVERNANCE LIBRARY\6 - Council Policy\Policy Manual.docx

The most common instance of this is in relation to development applications and other planning proposals. For planning proposals, the Shire relies on its policies, adopted under the Planning and Development Act 2005, for guidance in regard to consultation and this will continue to be the basis on which the Shire engages with the community on planning matters.

Delivery of community engagement beyond legally required levels will depend on the decision to be made (or project or service to be delivered), the community's interest to participate, the need for Council to understand the community's view, and the opportunity for the community to influence the decision.

3.5 Holiday periods and other seasonal times

The Shire will not commence an engagement process between the last Council meeting of the calendar year and the first Council meeting of the new-year, unless there is a legal requirement, Council direction or other unavoidable necessity to do so.

An additional 14 days will be added to any engagement period that falls between 15 December and 15 January and 7 days before and 7 days after Easter Sunday.

The Shire will be cognisant of not commencing an engagement process where the primary identified stakeholders and communities would seasonally, or culturally, be less likely to make comment.

Definitions and abbreviations

Engagement – The practice of actively bringing community voices into decisions that affect or interest them, using a range of methods.

Consultation – Seeking and receiving feedback or opinion, usually on a proposed plan or decision, e.g. seeking comment on a draft policy or concept.

Community – A general term for individuals and groups of people not part of an organised structure or group. They may be a community based on geography, or interest, or both, e.g. residents of Highbury, young people interested in skateboarding. The community is not restricted to ratepayers or residents of the Shire of Narrogin.

Stakeholders – People who are organised under the banner of a defined group or organisation, often providing representation to a broader group, e.g. Narrogin Chamber of Commerce, a local school or sporting group.

Engagement tools/methods – The things we use to activate community input, e.g. an invite for public comment, a workshop, an online survey, a community meeting.

Level of engagement – Refers to any one of five levels of engagement (inform, consult, involve, collaborate, empower) defined by the International Association of Public Participation (IAP2) Public Participation Spectrum to describe the community's role in any engagement programme. A complete description of the IAP2 Public Participation Spectrum can be found online at www.iap2.org.

Procedures

Nil Formatted: Font: Not Bold

Forms and Templates

FCE00002 Advertising & Consultation Plan Formatted: Font: Not Bold

– End of Policy

Notes

OFFICERS' RECOMMENDATION & COUNCIL RESOLUTION 271124.15

Moved: Cr Fisher

Seconded: Cr Wiese

That with respect to the discussion on the recommendation for the recipients of the Citizen of the Year Awards, which is to remain confidential until Australia Day 2025, the meeting be closed to the public pursuant to Section 5.23(2)(a) of the Local Government Act 1995.

CARRIED 7/0

For: President Ballard, Cr Broad, Cr Fisher, Cr Bartron, Cr Pomykala, Cr Wiese, Cr McNab

Against: Nil

The Chamber was closed to the public at 8:15PM.

10.4.7 CITIZEN OF THE YEAR AWARD NOMINATIONS

File Reference	2.1.1
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interests that requires disclosure.
Applicant	Nil
Previous Item Numbers	Nil
Date	14 November 2024
Author	Regina Razumovskaya – Community & Economic Development Coordinator
Authorising Officer	Dale Stewart – Chief Executive Officer
Attachments	
1. CONFIDENTIAL Australia Day and Honours Advisory Committee Minutes (provided under separate cover)	

Summary

The Council is requested to consider the recommendations made by the Australia Day and Honours Advisory Committee, for the Citizen of the Year Awards 2024, to be held at the Australia Day Community Breakfast at Mackie Park on Sunday 26 January 2025. The categories are:

- Community Citizen of the Year;
- Senior Citizen of the Year;
- Young Citizen of the Year; and
- Active Citizenship (group or event).

Background

The nomination campaign has been notably successful this year, resulting in a total of 16 applications and 15 nominees.

Consultation

Consultation has occurred with the following:

- Chief Executive Officer; and
- The Council's Australia Day and Honours Advisory Committee.

Statutory Environment

Selection guidelines provided by the Australia Day Council state the following:

"In choosing the recipients of the Community Citizen of the Year Awards, regard is given to the nominee's achievements in the year immediately prior to receiving the award, as well as their past achievements and ongoing contribution to the community."

A nominee need only be nominated once to be considered. The number of nominations received per nominee bears no weight in their selection."

"All nominees should uphold standards of conduct that will not risk placing the Award Program or Local Government's reputation into disrepute."

Criteria provided by the Australia Day Council states:

"Nominees for the individual award categories (Community Citizen of the Year, Young and Senior) must demonstrate active positive community engagement and meet the following criteria:

- *Significant contribution to the local community;*
- *Demonstrated leadership on a community issue resulting in the enhancement of community life;*
- *A significant initiative which has brought about positive change and added value to community life;*
- *Inspiring qualities as a role model for the community;*
- *Nominees for the group/event award category must demonstrate community engagement and meet any or all of the following criteria;*
- *Group/event that creates community engagement;*
- *Group/event that creates initiatives for new employment;*
- *Created significant initiative that brought positive change; and*
- *Consideration should also be given to Gender, Age, Ethnicity, Cultural background and Field of Endeavour to help ensure recipients are representative of our diverse society."*

Policy Implications

The Council's Policy Manual contains no policies that relate and nor are there any proposed.

Sustainability & Climate Change Implications

Environmental – There are no known environmental implications.

Economic – There are no known economic implications.

Social - Social Implications for approving Citizen of the Year, Young Citizen of the Year, and Community Group of the Year include:

- Community Recognition and Inspiration
 - Celebrating individuals and groups fosters a culture of appreciation and recognition for outstanding contributions to the community.
 - Highlighting role models inspires others, particularly youth, to engage in civic and community-minded activities.
- Strengthening Social Cohesion
 - Acknowledging diverse contributions promotes inclusion and strengthens community bonds.

- Recognition reinforces shared values and pride within the community.
- Encouraging Volunteerism and Engagement
 - Awards motivate ongoing and future volunteerism by showcasing its importance and value.
 - They can stimulate broader participation in community initiatives, fostering a more engaged society.
- Transparency and Fairness in Selection
 - The confidential process for nominees ensures fairness, protects privacy, and maintains the integrity of the awards.
 - Balanced and equitable selection across demographics supports a sense of fairness and inclusivity.
- Civic Pride and Representation
 - Recognising citizens and groups elevates the Council's role as a community builder and advocate for positive contributions.
 - It enhances the Council's reputation as supportive and responsive to community values.

These awards act as a meaningful mechanism to celebrate and promote active citizenship and community engagement, while fostering a positive social dynamic across the municipality.

Financial Implications

There are no known meaningful financial implications relative to this matter in excess of officer time and minor administrative costs.

Strategic Implications

Shire of Narrogin Strategic Community Plan 2017-2027:		
Outcome:	2.3	Existing strong community spirit and pride is fostered, promoted, and encouraged
Strategy:	2.3.2	Engage and support community groups and volunteers
Strategy:	2.3.3	Facilitate and support community events

Risk Implications

Risk	Risk Likelihood	Risk Impact / Consequence	Risk Rating	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
Perceived Bias or Favouritism	Unlikely (2)	Minor (2)	Low (1-4)	Engagement Practices	Ensure a transparent selection process

Risk Matrix

Consequence		Insignificant	Minor	Moderate	Major	Catastrophic
Likelihood		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives; work health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating of four (4) has been determined for this item. Any items with a risk rating of 10 or greater (considered to be high or extreme risk) will be added to the Risk Register, and any item with a risk rating of 16 or greater will require a specific risk treatment plan to be developed.

Comment/Conclusion

This year a total of 15 nominations were received with:

- Community Citizen of the Year – 8 nominees;
- Senior Citizen of the Year – 4 nominees;
- Young Citizen of the Year – 1 nominee; and
- Active Citizenship (group or event) – 2 nominees.

Voting Requirements

Simple Majority

OFFICERS' RECOMMENDATION & COUNCIL RESOLUTION 271124.16

Moved: Cr McNab

Seconded: Cr Pomykala

That Council with respect to the Citizen of the Year Awards 2024, endorse the recommendations of the Australia Day and Honours Advisory Committee as per the confidential attachment, and these remain embargoed until the winners are announced on Australia Day 2025.

CARRIED 7/0

For: President Ballard, Cr Broad, Cr Fisher, Cr Bartron, Cr Pomykala, Cr Wiese, Cr McNab

Against: Nil

OFFICERS' RECOMMENDATION & COUNCIL RESOLUTION 271124.17

Moved: Cr Bartron

Seconded: Cr McNab

That the meeting be re-opened to the public at 8:21 pm.

CARRIED 7/0

For: President Ballard, Cr Broad, Cr Fisher, Cr Bartron, Cr Pomykala, Cr Wiese, Cr McNab

Against: Nil

11. ELECTED MEMBERS' MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil

12. NEW BUSINESS OF AN URGENT NATURE APPROVED BY THE PERSON PRESIDING OR BY DECISION OF THE MEETING

Nil

13. CLOSURE OF MEETING

There being no further business to discuss, the Presiding Member declared the meeting closed at 8:21 pm and pursuant to resolution 251023.07 of 25 October 2023, reminded Councillors of the next Ordinary Meeting of the Council, scheduled for 7.00 pm on 11 December 2024, at this same venue.



Shire of
Narrogin
Love the life

89 Earl Street, Narrogin
Correspondence to:
PO Box 1145, Narrogin WA 6312
T (08) 9890 0900
E enquiries@narrogin.wa.gov.au
W www.narrogin.wa.gov.au