



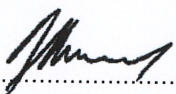
Shire of
Narrogin

MINUTES

ORDINARY COUNCIL MEETING

27 August 2025

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

Signed: 

Date 28 August 2025

These minutes were confirmed at the Ordinary Council Meeting held on 24/09/2025

Signed: 

(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 2017-27

SNAPSHOT

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.

In accordance with Regulation 14I of the *Local Government (Administration) Regulations 1996*, the Shire of Narrogin records all Council Meetings. Recordings are publicly available within 14 days and retained for at least 5 years. Copies may be provided to the Departmental CEO upon request.

CONTENTS

Agenda Item	Page
1. OFFICIAL OPENING/ANNOUNCEMENT OF VISITORS	6
2. RECORD OF ATTENDANCE/APOLOGIES/APPROVED LEAVE OF ABSENCE	6
3. DECLARATION OF INTEREST BY ELECTED MEMBERS AND COUNCIL EMPLOYEES IN MATTERS INCLUDED IN THE MEETING AGENDA	7
4. RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE	7
5. PUBLIC QUESTION TIME	7
6. APPLICATIONS FOR LEAVE OF ABSENCE	8
7. CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS	9
8. ANNOUNCEMENTS BY THE PERSON PRESIDING WITHOUT DISCUSSION	9
9. PETITIONS, DEPUTATIONS, PRESENTATIONS OR SUBMISSIONS	9
10. MATTERS WHICH REQUIRE DECISIONS	10
10.1 PLANNING & SUSTAINABILITY	10
10.1.1 PROPOSED METEOROLOGICAL MAST AT LOT 14814 (NO 674) HYDE ROAD, HIGHBURY	10
10.2 TECHNICAL & RURAL SERVICES	51
10.2.1 TOWNSCAPE ADVISORY COMMITTEE – MINOR ENTRY STATEMENTS	51
10.2.2 AWARDED REQUEST FOR QUOTE 25/26 – 01 SUPPLY OF BITUMINOUS SEALS	62
10.3 CORPORATE & COMMUNITY SERVICES	67
10.3.1 SCHEDULE OF ACCOUNTS PAID – JULY 2025	67
10.3.2 MONTHLY FINANCIAL REPORT – JULY 2025	77
10.3.3 BUDGET REVIEW AUGUST 2025/26	102
10.4 OFFICE OF THE CHIEF EXECUTIVE OFFICER	106
10.4.1 PROPOSED DELEGATIONS AMENDMENT – CEO AUTHORITY TO ENACT LEASE RENEWALS	106
10.4.2 LEASE OF SOLDERS MEMORIAL HALL, 29 EGERTON STREET – NARROGIN & DISTRICTS EIGHTBALL ASSOCIATION INC.	114
10.4.3 RECRUITMENT EXECUTIVE MANAGER INFRASTRUCTURE SERVICES	163
11. ELECTED MEMBERS' MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN	163
12. NEW BUSINESS OF AN URGENT NATURE APPROVED BY THE PERSON PRESIDING OR BY DECISION OF THE MEETING	163
13. CLOSURE OF MEETING	163

ORDINARY COUNCIL MEETING

27 AUGUST 2025

1. OFFICIAL OPENING/ANNOUNCEMENT OF VISITORS

The Presiding Member, President Ballard, declared the meeting open at 7:07 pm.

Before we begin, I remind Elected Members, Employees, and the public, that this meeting is being recorded in accordance with Regulation 14I of the *Local Government (Administration) Regulations 1996*. The recordings will be made publicly available and serve as a public record of proceedings.

While Section 9.57A of the *Local Government Act 1995* provides the Local Government with limited protection from defamation liability for content published on its official website as part of a broadcast or recording of Council proceedings, this does not extend to Elected Members or Employees and I encourage all participants to ensure their contributions are respectful, professional, and consistent with the standards expected of Council meetings. Please remember that all comments will form part of the public record.

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

Members (Voting)

Mr L Ballard – Shire President (Presiding Member)

Via teams

Cr M Fisher

Cr C Bartron

Cr J Pomykala

Cr T Wiese

Cr R McNab

Staff

Mr D Stewart – Chief Executive Officer

Mr I Graham – Executive Manager Corporate & Community Services

Mr A Majid – Executive Manager Planning & Sustainability

Mr J Warburton – A/Executive Manager Technical & Rural Services

Mrs W Russell – Executive Support Officer

Leave of Absence

Nil

Apologies

Cr G Broad – Deputy Shire President

Ms L Webb – Executive Support Coordinator

Absent

Nil

Public

Four (4)

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

Name	Item No	Interest	Nature
Belinda Knight	10.3.1	Financial & Impartiality Interest	Creditor/Supplier who wrote the report
Cr T Wiese	10.1.1	Financial & Proximity Interest	He is director of the company that owns the land

4. RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE

4.1 Questions from Marion Price

1. *“The Yilliminning Rock Reserve and Picnic Area is situated 19kms east from Narrogin and is in close proximity to the proposed Lightsource BP wind turbine project. Is there setbacks or buffer in place for consideration of the panoramic views?”*

Response from the Shire’s Chief Executive Officer: The Shire acknowledges the significance of Yilliminning Rock Reserve as both a natural and recreational site. Planning assessment for any proposed wind energy facility is undertaken by State authorities in accordance with the Planning and Development Act 2005, together with relevant State and Local Planning Policies. Consideration of visual impacts, including setbacks and buffers from important landscape features, forms part of that process. The Shire has already raised the importance of preserving valued panoramic views and will continue to advocate for appropriate measures during assessment when or should an application be lodged, and in the meantime directly with the proponent.

The Shire President also emphasised that the Shire would make it clear to the Government and the proponent the Shire’s adopted Local Planning Policy with respect to Windfarms with respect to setbacks and other matters.

2. *“Has consideration to protect this site and the wildlife within and surrounding the reserve been discussed and implemented – setbacks or buffers? No gravel to be removed from this crown land?”*

Response from the Shire’s Chief Executive Officer: Environmental matters, including the protection of flora, fauna, and reserves such as Yilliminning Rock, are assessed by State environmental and planning agencies. The Shire supports the protection of crown land reserves from disturbance, including the prevention of gravel or other material extraction, and will communicate this position to relevant agencies and the proponent. The Shire will continue to advocate for appropriate safeguards to protect biodiversity and the environmental values of reserves as part of any project assessment.

3. *“What consideration or policies are in place for the roads adjacent to the wind turbine project around Yilliminning?”*

Response from the Shire’s Chief Executive Officer: Road safety and the protection of Shire assets are important considerations in the assessment of large-scale infrastructure proposals. Should the project proceed, the proponent would be responsible for ensuring that local roads used for construction and maintenance are suitable for the proposed traffic volumes and vehicle types. This may involve road upgrades, maintenance contributions, or traffic management measures, in consultation with the Shire. Submissions to this effect will be made to the State Government should a development application be lodged. Any agreement would be documented to protect the interests of both the Shire’s assets and the local community.

4. *“Impact on quality of life: Noise, vibration and visual pollution from turbines are known and documented to affect health, wellbeing and enjoyment of rural lifestyle. Is there any compensation for close neighbours affected by the turbines?”*

Response from the Shire’s Chief Executive Officer: The assessment of noise, vibration, and visual impacts is managed under State Government legislation and frameworks, and such impacts are assessed by the State. At present, there is no legal mechanism within the State planning framework to mandate compensation to nearby landowners. However, some wind farm proponents, including the current proponent to our understanding, establish community benefit funds and voluntary agreements with affected landholders within a certain radius of turbines. The Shire supports, and will continue to advocate for, strong and preferably legislated community benefit mechanisms and appropriate protections for residents in proximity to proposed turbines.

5. *“Can we as landowners close to the turbines be looking at paying higher rates?”*

Response from the Shire’s Chief Executive Officer: Council rates are determined on the basis of land valuations provided by the Valuer-General, not on proximity to infrastructure projects. Landowners neighbouring wind farms are not subject to increased rates as a result of turbines. Rates will only change if the Valuer-General adjusts the assessed unimproved or gross rental value of the land. At this time, the Shire has no evidence that rural-zoned land near or adjoining turbines or wind farms is positively or negatively impacted in valuation terms as a result of such infrastructure.

5. PUBLIC QUESTION TIME

Nil

6. APPLICATIONS FOR LEAVE OF ABSENCE

The next meeting is scheduled for 24 September 2025.

7. CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS

7.1 Ordinary Council Meeting

OFFICER'S RECOMMENDATION & COUNCIL RESOLUTION 270825.01

Moved: Cr M Fisher

Seconded: Cr J Pomykala

That the minutes of the Ordinary Council Meeting held on 23 July 2025 be confirmed as an accurate record of the proceedings.

CARRIED 6/0

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

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 PLANNING & SUSTAINABILITY

10.1.1 PROPOSED METEOROLOGICAL MAST AT LOT 14814 (NO 674) HYDE ROAD, Highbury

Cr Wiese declared a Financial & Proximity Interest and left the Chambers at 7:20pm.

File Reference	18.4.5
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interests that requires disclosure.
Applicant	Acciona Energy Global Pty Ltd
Previous Item Numbers	Nil
Date	18 August 2025
Author	Kiralee Harris- Planning Officer
Authorising Officer	Adam Majid- Executive Manager of Planning & Sustainability
Attachments 1. Application for Development Approval Submission	

Summary

The Shire of Narrogin has received a development application from Acciona Energy Global Pty Ltd for the installation of a temporary meteorological monitoring mast (Met Mast) at Lot 14184 (No. 674) Hyde Road, Highbury.

The mast is intended to collect wind speed and directional data over a temporary period of approximately two to five years to assess the feasibility of future renewable energy development.

As the proposed land use is not identified in the Zoning Table of Local Planning Scheme No. 3 (LPS3), the application must be considered under Clause 3.3.4, which provides a statutory mechanism for assessing uses not listed. The clause requires the local government to determine whether the use may be consistent with the objectives of the zone prior to initiating community consultation.

The application is presented to Council for a preliminary determination under Clause 3.3.4(b) of LPS3. Should Council resolve that the proposed use may be consistent with the objectives of the Rural zone, the proposal is required to be advertised in accordance with Clause 64 of Schedule 2 (Deemed Provisions) of the *Planning and Development (Local Planning Schemes) Regulations 2015*.

Background

The applicant is seeking development approval for a 100-metre-high temporary meteorological mast to be used to determine the sites wind speed and directional data over a defined period of time, typically 2 to 5 years, and to evaluate whether a site is suitable for future renewable energy development. The applicant has stated that the mast is temporary, and it will be decommissioned and removed once the monitoring period is concluded. The meteorological met mast tower will consist of the following components:

- A galvanised steel lattice tower;
- Meteorological sensors and anemometers mounted on booms;
- Guy wire anchors and concrete footings;
- Cabling and aviation safety markers;
- A concrete base pad, subject to final engineering design.

No vegetation clearing or other site disturbance is proposed, and the structure is to be fully decommissioned and removed upon completion of the monitoring period.

Consultation

Clause 3.3.4(b) of the Shire of Narrogin LPS3 allows the local government to determine that a use not listed in the Zoning Table may be consistent with the objectives of the zone and may be advertised in accordance with clause 64 of the Planning and Development (Local Planning Schemes) Regulations 2015 prior to determining the application.

As the proposed meteorological monitoring mast does not fall within any listed use class, it is considered a complex application under clause 64(1)(a) of the deemed provisions. In accordance with clause 64(3), complex applications must be advertised by:

- Publishing a notice of the proposed development, including relevant application materials;
- Giving written notice to all owners and occupiers:
 - within 200 metres of the development site, and
 - any others likely to be affected, as determined by the local government;
- Erecting a sign on the land, unless otherwise approved by the Commission under clause 88.

In this case, written notification is considered sufficient, and erection of a sign on-site is not proposed due to the rural location and low likelihood of public foot traffic. Clause 88 provides that the Commission may approve a variation to advertising requirements where compliance is impractical.

It is recommended that notice be issued to all landowners and occupiers within a 2-kilometre radius of the site, reflecting the rural context and larger lot sizes. The default 200-metre buffer is generally applied in urban settings and may not capture all potentially affected stakeholders in this instance.

Advertising will occur for a minimum period of 28 days in accordance with clause 64(6) and will include publication on the Shire's website and direct written notice to surrounding landowners.

Referral will also be made to:

- Civil Aviation Safety Authority (CASA) – due to the proposed height and potential aviation impact;
- Royal Flying Doctor Service (RFDS) – given the presence of low-level emergency flight paths in rural areas;
- Department of Fire and Emergency Services (DFES) – if the site is identified as bushfire-prone under OBRM mapping.

Consultation with other State agencies is not proposed at this stage due to the temporary and low-impact nature of the development, and the absence of vegetation clearing or environmental interface.

Statutory Environment

The following Acts, Regulations and Schemes that apply to this item include:

- Shire of Narrogin Local Planning Scheme No. 3;
- Planning and Development (Local Planning Schemes) Regulations 2015; and
- Planning and Development Act 2005.

Policy Implications

No known Council Policy implications apply to this proposal.

Sustainability & Climate Change Implications

Environmental -There are no significant identifiable environmental impacts arising from adoption of the officer's recommendation.

Economic - There are no significant identifiable economic impacts arising from adoption of the officer's recommendation.

Social -There are no significant identifiable social impacts arising from adoption of the officer's recommendation.

Financial Implications

An Application for Development Approval has been paid to the Shire of Narrogin at date of lodgement.

Strategic Implications

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
Strategy:	1.1.2	Promote Narrogin and the Region

Risk Implications

Risk	Risk Likelihood	Risk Impact / Consequence	Risk Rating	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
That the Council determine that the 'use not listed' is inconsistent with the objectives of the Zone, which would probably be appealed due to Council's previous decision to support a similar mast some two (2) years preceding.	Unlikely (2)	Moderate (3)	Medium (5-9)	Engagement Practices	That Council acknowledge its previous decision and is consistent with that approach.

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 six (6) 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 subject property is located at Lot 14184 Hyde Road, Highbury, approximately 19 kilometres south-west of the Highbury townsite. The site has direct access from Hyde Road, which is a local road under the control of the Shire of Narrogin.

The property comprises an area of approximately 131.8 hectares and is currently used for broadacre agricultural purposes consistent with surrounding rural land uses. The site is not within proximity to any sensitive land uses or residential dwellings, and no clearing of vegetation is proposed as part of the development.

The application seeks approval for the installation of a temporary meteorological mast for the purpose of wind resource monitoring. The mast is intended to remain on-site for a period of approximately 2 to 5 years and is a non-habitable, non-commercial structure intended solely for data collection.

Under the Shire of Narrogin LPS3, the land is zoned Rural. The proposed land use is not listed in the zoning table and must therefore be considered in accordance with Clause 3.3.4 of LPS3. This clause enables the local government to determine whether a use not listed may be consistent with the objectives of the zone, and if so, to proceed with advertising under Clause 64 of the *Planning and Development (Local Planning Schemes) Regulations 2015*.

The objectives of the Rural zone under LPS3 include:

- Supporting and protecting primary rural activities such as cropping and grazing;
- Preserving the rural character and environmental qualities of the area;
- Providing for the operation and development of rural land uses; and
- Allowing for non-rural uses where they demonstrate a benefit and compatibility with rural activities.

The proposal does not conflict with these objectives as it:

- Does not involve permanent built form, utility connection, or clearing of land;
- Does not impact existing agricultural operations;
- Is temporary and low impact in nature; and
- Supports potential future renewable energy feasibility, which may be considered compatible with rural land uses where appropriately managed.

In terms of siting, the proposed mast is located more than 20 metres from the road frontage, thereby complying with the minimum front setback requirement under Clause 4.13.1 of LPS3 for development in the Rural zone. The structure is not located near any primary distributor roads or adjoining boundaries that would otherwise require variation or further assessment under LPS3.

The subject land is also designated as Bushfire Prone on the State Map of Bushfire Prone Areas. However, as the proposal does not constitute a habitable building or a vulnerable land use, State Planning Policy 3.7 – Planning in Bushfire Prone Areas does not trigger a Bushfire Attack Level (BAL) assessment or Bushfire Management Plan.

The applicant has provided an Aviation Impact Statement with the application. While this is noted, the Civil Aviation Safety Authority (CASA) is the relevant statutory authority for aviation-related matters, and as such, referral to CASA is recommended to confirm any safety and lighting requirements. The applicant will also be required to notify CASA prior to construction, as a condition of approval.

Prior to lodgement, the applicant was advised of the planning application requirements and the relevant scheme provisions, including the need to demonstrate compliance with siting, access, and aviation safety matters. The proposal as submitted satisfies these requirements.

Voting Requirements

Simple Majority for Parts 1 and 2.

OFFICER'S RECOMMENDATION & COUNCIL RESOLUTION 270825.02 PART 1 OF 2

Moved: Cr J Pomykala

Seconded: Cr M Fisher

That with respect to the Application for Development Approval for the proposed Meteorological Mast at Lot 14184 (674) Hyde Road, Highbury, Council:

1. Determine that the proposed use is consistent with the objectives of the Rural zone in accordance with Clause 3.3.4(b) of the Shire of Narrogin Local Planning Scheme No. 3; and
2. Resolve to advertise the application in accordance with Clause 64 of Schedule 2 (Deemed Provisions) of the *Planning and Development (Local Planning Schemes) Regulations 2015* for a period of not less than 28 days.

OFFICER'S RECOMMENDATION & COUNCIL RESOLUTION 270825.02 PART 2 OF 2

That in the event no objections or negative submissions are received during the advertising period, or where matters raised can be addressed via conditions of approval, Council authorise the Chief Executive Officer to grant development approval subject to the following conditions:

Conditions of Approval

- 1) This approval shall expire if the development is not substantially commenced within two (2) years of the date of this approval, or within any extended period as may be granted by the Shire in writing upon written application.
- 2) The development shall be carried out in accordance with the approved plans and documentation unless otherwise approved in writing by the Shire of Narrogin
- 3) Any modifications, extensions, or intensification of the development not in accordance with this approval shall require the submission of a further application for development approval.
- 4) All stormwater runoff associated with the development shall be retained and managed on-site to the satisfaction of the Shire of Narrogin.
- 5) Any damage to the Shire's road or crossover infrastructure during construction shall be rectified at the applicant's cost to the satisfaction of the Shire of Narrogin.
- 6) The meteorological mast shall be constructed and maintained with appropriate aviation safety measures, including:
 - The top one-third of the mast shall be painted in alternating bands of contrasting colour;
 - High-visibility marker balls or sleeves shall be affixed to the guy wires;
 - Guy wire anchor points shall be clearly marked with contrasting colours; and
 - A flashing strobe light shall be installed and operated during both daylight and non-daylight hours, or as otherwise directed by the Civil Aviation Safety Authority (CASA).

Advice Notes

1. The applicant is advised to notify CASA of the intention to construct the mast and obtain relevant aviation clearances prior to commencement.
2. The applicant is advised that this approval relates solely to the meteorological mast for the purpose of wind data monitoring. It does not constitute approval for any form of energy generation infrastructure.
3. If the applicant is aggrieved by this decision, there may be a right of review by the State Administrative Tribunal in accordance with Part 14 of the *Planning and Development Act 2005*. Any application for review must be lodged within 28 days of the date of this decision.

BOTH PARTS WERE CARRIED 5/0

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

Against: Nil

Cr Wiese returned to the Chambers at 7:23.

JBS&G 67782 | 166,313 (0)

30 May 2025

Dale Stewart
Chief Executive Officer
Shire of Narrogin
Via email: enquiries@narrogin.wa.gov.au

Application for Development Approval – Meteorological Mast

Dear Dale,

Acciona Energy Australia Global Pty Ltd (hereon referred to as Acciona) is seeking Development Approval from the Shire of Narrogin (hereon referred to as the Shire) under the Local Planning Scheme No. 3 to construct and operate a Meteorological Mast (hereon referred to as Met Mast) at one proposed location within the Shire (Figure 1).

The purpose of constructing and operating the Met Mast is to undertake climatic monitoring and determine the suitability of the location for siting a future wind farm, referred to as Acciona's Bellwether Wind Farm project.

This supporting letter provides the following information to support Acciona's application for development approval (DA) (Attachment B):

- description of proposed works, including proposed location and specifications of the Met Mast
- summary of consultation undertaken to date regarding installation and operation of the Met Mast
- consideration of local planning and environmental requirements relevant to the proposed Met Mast.

Project Overview

Acciona is proposing to install one (1) Met Mast, in association with the future Bellwether Wind Farm, at the following location within the Shire (see Figure 1):

- (-33° 8' 7", 117° 7' 27") Lot 14184 (674) Hyde Road, Highbury WA

The Certificate of Title for Lot 14184 is provided in Attachment C.

The Met Mast will provide wind speed and direction data for the proposed location, which can then be used to determine suitability of the area for generating wind power. Construction of the Met Mast is likely to consist of a concrete foundation and metal lattice structure supported by guy wires. There are seven (7) excavated areas; one mast base of which size is dependent on engineering (approximately up to 1800 mm x 1800 mm x 600 mm), and six (6) anchors (3 inner and 3 outer). The size is dependent on engineering; however, approximately up to 1800 mm x 1800 mm x 1600 mm, based on sizes of recent met mast constructions. The installed Met Mast is intended to be temporary with a lifespan of 2 to 5 years and will consist of the following components (see Attachment D):

- galvanised steel framework with alternating contrasting bands of colour to at least top third of mast
- mounting boom for anemometers (to measure wind speed and direction)
- guy-fixing system (inner, intermediate and outer anchor footings and guy wires)

- cables for data and electrical purposes
- paint markers on mast, aviation marker balls and ground markers (i.e. guy wires) for aviation safety.

An indicative schematic diagram of a Met Mast is provided in Plate 1.



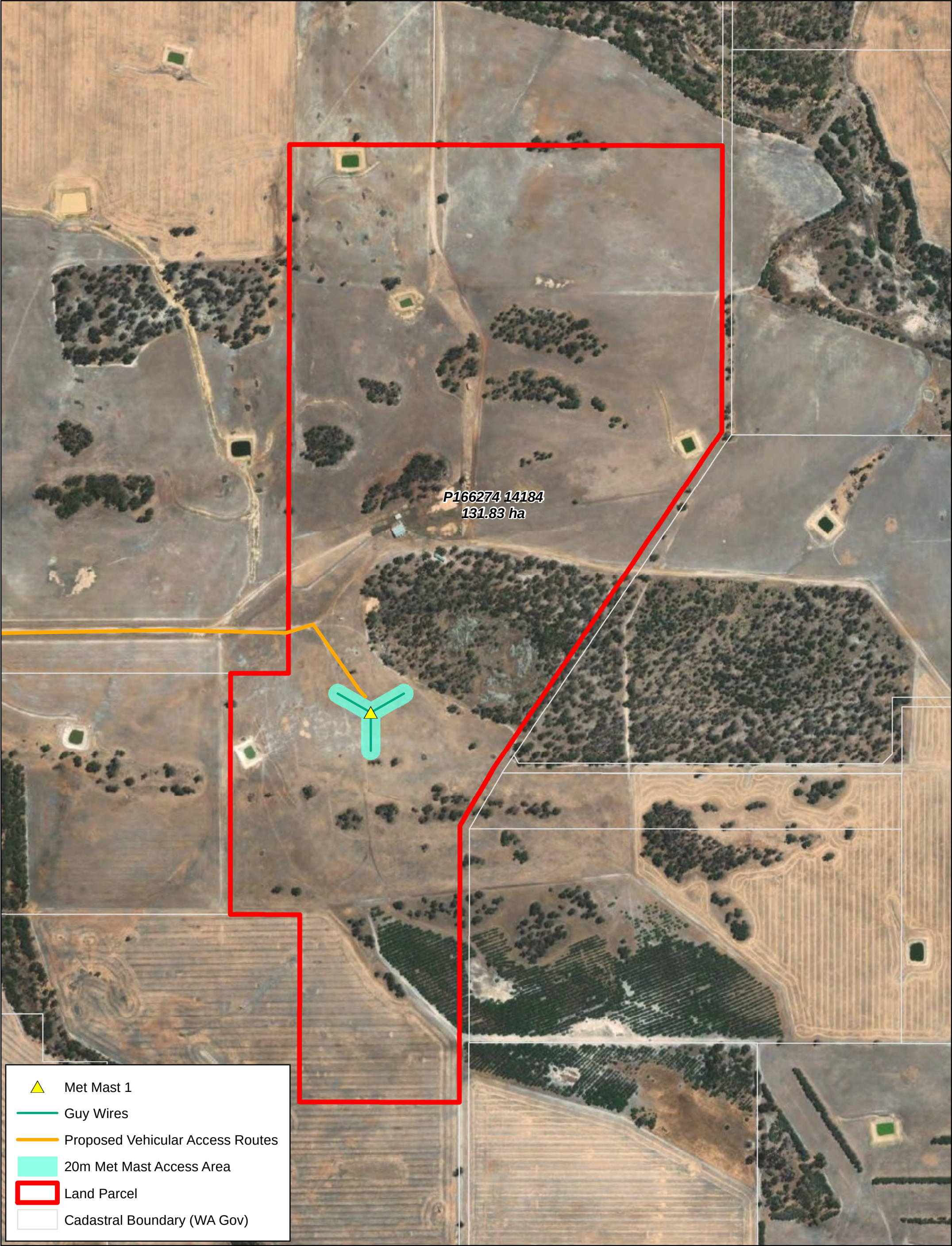
Plate 1: Example of Met Mast (Captains Mountain Wind Farm 2021)

Met Mast Specifications

Lot 14184 is approximately 131.83 ha (see Figure 1). The development footprint comprises approximately 2 ha, inclusive of the seven (7) excavated areas, mast base and anchors. This footprint will cause minimal disturbance on land that is already disturbed by farming activities. The met mast is proposed to be located more than 50 m from all lot boundaries. The Proponent has undertaken an environmental due diligence assessment to ensure that relevant environmental factors are appropriately considered prior to installation of the Met Mast, and to ensure that the correct approval pathways are followed for its installation and operation.

Construction time of the Met Mast is anticipated to be 8-10 days whereby concrete foundations will be poured and mast will be installed section by section (each section 3 m in length) to a total height of 120 m. Guy wires will be mounted at two heights and anchored into the ground between 40 m and 80 m from the mast. The operation phase of the Met Mast will be 2-5 years before decommissioning. Following decommissioning the mast sections and concrete foundations will be removed so that there is no component of the installation to remain on site. There will be no ancillary facilities required for personnel during operation of the Met Mast. Specification diagrams of the proposed met mast are provided in Attachment D.

Consideration of the planning and environmental context of Lot 14184 is detailed in the following sections.



 Met Mast 1

 Guy Wires

 Proposed Vehicular Access Routes

 20m Met Mast Access Area

 Land Parcel

 Cadastral Boundary (WA Gov)

ACCIONA Energia makes no representation or warranty as to the accuracy or completeness of the information contained in the plans. Recipients must make their own assessment and form their own views in light of their particular circumstances. Recipients must keep the information confidential and not use it for any other purpose. Recipients expressly waive any right they may have to rely on the information and agree not to rely upon it or sue or hold any of Acciona Energia or its related parties, officers, employees or advisers liable in any respect. Recipients must bear their own costs or expenses in reviewing, investigating or analysing the information. These plans are not intended to create any legal obligations on ACCIONA Energia.

Stakeholder Consultation

Acciona has engaged with several stakeholders relevant to this project. Outcomes of these engagements are summarised in Table 1.

Table 1: Summary of stakeholder engagement outcomes

Stakeholder engaged	Outcome of engagement
Shire of Narrogin	- Acciona has consulted with the Shire on several occasions, providing information about the proposed met mast installation, including the proposed location and how potential impacts of the proposal will be mitigated. - There have been no objections received regarding the proposal.
Landowners	- Acciona has consulted with the landowner regarding the proposed met mast installation and negotiated an appropriate location that would minimise impact to their operations. - The landowner is a signatory to this application and supports the DA, under the conditions that the met mast is a temporary monitoring device that will be completely removed once monitoring is completed.
Adjoining landowners	- Acciona has consulted with adjacent landowners that are located within 2 km of the site, regarding the proposed met mast installation. - There have been no objections received regarding the proposal.
Civil Aviation Safety Authority (CASA)	Acciona has notified CASA of the proposed met mast installation and received the following advice: - The proposal is outside CASA's formal regulatory framework for aerodromes, due to there being no certified aerodromes within 15 km of the proposed met mast location at Lot 14184. - Recommend consideration of guyed mast structure with a surface finish to distinguish the mast from background environment and placing marker balls on the upper third of guy wires to assist with visibility. - Recommend that all permanent obstacles 100 m or above ground level or that penetrate the obstacle limitation surface are reported to the Aeronautical Information Service provider, Airservices Australia.
Gnaala Karla Booja Aboriginal Corporation (GKBAC)	- Acciona met with GKBAC in November last year at their offices in Bunbury. The proposed met mast installation was discussed after which Acciona negotiated the Noongar Standard Heritage Agreement (NSHA). - The agreement was executed on 7 April 2025, and an Activity Notice for the met mast location was submitted on 29 May 2025.
Wider Shire community	Acciona continues to undertake engagement in the wider community through Mobile Office Sessions held in September and October 2024, attendance at the Wagin Woolorama Agricultural Show in January 2025 and the Williams Gateway Expo in April 2025, in addition to providing ongoing project updates in local newspapers.

State and Local Government regulatory framework

Several state and local policies and schemes are relevant to the proposed construction and operation of a Met Mast, as described in the following section.

Planning and Development Act 2005

The *Planning and Development Act 2005* (Planning Act) provides a system of land use planning and development in WA.

Acciona is hereby making application to the Shire for development approval for construction and operation of the Met Mast under the Planning Act.

Local Planning Scheme No. 3

The Shire's LPS provides classification of different land zones and provides appropriate land uses for each zone. Under the LPS, Lot 14184 is zoned "Rural" and a Met Mast is not a defined land use under the LPS. However, the following sections demonstrate that the Project is appropriate for the Rural zone.

Table 2 demonstrates that the Project aligns with the Shire's LPS objectives of the Rural zone.

Table 2: Demonstration of project alignment with Rural zone objectives of the LPS (Part 3, Table 2)

Rural zone objective	Evidence of project alignment
Provide for the maintenance or enhancement of specific local rural character.	Due to the slim-line and transparent design of the Met Mast, there will be minimal impact to the natural landscape in the local rural area.
Protect broad acre agricultural activities such as cropping and grazing and intensive uses such as horticulture as primary uses, with other rural pursuits and rural industries as secondary uses in circumstances where they demonstrate compatibility with the primary use.	The proposed Met Mast is not located within a broad acre area of intensive agricultural land use and so will not impact such activities. The footprint of the Met Mast is relatively small in the context of the broad acre activities.
Maintain and enhance the environmental qualities of the landscape, vegetation, soils and water bodies, to protect sensitive areas especially the natural valley and watercourse systems from damage	The proposed Met Mast location will have no impact on sensitive areas due to the proposed location avoiding these areas.
Provide for the operation and development of existing, future and potential rural land uses by limiting the introduction of sensitive land uses in the Rural zone	The proposed Met Mast is not a sensitive land use.
Provide for a range of non-rural land uses where they have demonstrated benefit and are compatible with surrounding rural uses.	The proposed Met Mast is required to provide climatic data and determine suitability of a future wind farm, which is intended to have overall benefit to the community, providing a renewable energy source.

State Planning Policy 2.5 – Rural Planning (WAPC 2016)

The SPP 2.5 provides planning objectives of land zoned Rural under the LPS. Table 3 demonstrates that Acciona's proposed Met Mast aligns with SPP 2.5.

Table 3: Demonstration of project alignment with the SPP 2.5 Rural Planning

SPP 2.5 Rural Planning	Project alignment
SPP 2.5 is intended to protect rural land assets in WA and ensure compatibility between land uses on rural land. Objectives of the policy are to protect environmental, landscape and water resources, minimise land use conflicts, promote economic growth and development on rural land and protect land required for animal premises and food production.	The location of the proposed Met Mast shown in Figure 1 was selected due to the avoidance of environmental values and protection of the natural landscape. The initial due diligence assessment undertaken by Acciona ensured that sensitive receptors (i.e. residences) and environmental values (i.e. native vegetation, fauna habitat, heritage places) will be avoided by construction of the Met Mast.

Position Statement: Renewable Energy Facilities (WAPC 2020)

This position statement guides the planning approval processes for renewable energy facilities and facilitates their development whilst also minimising potential impacts to the environment and the natural landscape.

Table 4 demonstrates Acciona's consideration of the Position Statement.

Table 4. Summary of Acciona's consideration of the WAPC Position Statement: Renewable Energy Facilities

Position Statement Item	Evidence of Acciona consideration
Community consultation	Acciona has previously consulted with the Shire, the landowner of Lot 14184 and landowners of adjacent properties within 2 km of Lot 14184, in addition to the Gnaala Karla Booja Aboriginal Corporation (GKBAC) and CASA, as primary stakeholders of the proposed met mast. Outcomes of consultation are summarised in Table 1.
Environmental impact	Acciona has completed an initial desktop environmental due diligence assessment of Lot 14184 and the surrounding area. This assessment included consideration of land use, surrounding land uses, site topography and soils, acid sulfate soil (ASS) risk, presence of waterways and wetlands, environmentally sensitive areas (ESAs), legislated lands and waters, flora and vegetation, fauna and habitat, cultural heritage areas, land contamination and bushfire risk. Additional factors including visual landscape impact, traffic management and site security and access were considered. The initial due diligence assessment concluded that the proposed Met Mast will not have significant environmental impact, due to the proposed location of the Met Mast not requiring removal of any native vegetation, not being within a designated bushfire prone area, not at risk of ASS occurrence, and not containing or adjoining any waterways, ESAs, legislated lands and waters, contaminated sites or cultural heritage places. The nearest conservation area is approximately 1.8 km east of the Lot 14184 boundary.
Visual and landscape impact	There is anticipated to be negligible visual impact caused by the proposed Met Mast due to the slimline and semi-transparent construction of the mast. The proposed location is not surrounded by sensitive receptors, i.e. residences. According to the Shire of Narrogin's <i>Local Planning Policy – Wind Farm/Turbines</i>, wind turbines should be located a minimum of 1.5 km from any dwelling or sensitive land use. The Met Mast may be considered similar to wind turbines in relation to the potential visual impact, and the Met Mast is proposed to be more than 1.5 km from any dwelling or sensitive land use. There will be painted markings on the mast, marker balls and ground markers (i.e. guy wires) installed as required by aviation safety.
Public and aviation safety	An Aviation Impact Assessment has been completed for the proposed Met Mast (Attachment E). Acciona have been in regular consultation with CASA and Aviation Projects regarding suitable approaches to take to ensure aviation safety of the proposed Met Mast installation and operation. A summary of findings of the AIA is provided below: • There are no certified and uncertified aerodromes located within 30 nm and 3 nm of the proposed met mast. • The proposed met mast will have no impact on controlled or designated airspace. • CASA is to be notified of the proposed met mast details. • Airservices Australia is to be provided with the final location and height details of met mast coordinates and elevation via their website*. • Several markings are recommended to ensure identification by pilots flying low in the area, including the following: - o Painted markings for top third of the mast - o Marker balls on guy wires - o Ground markers/ guy wire ground attachment points in contrasting colours.
Heritage	According to Acciona's initial due diligence assessment, there are no Registered Places on the DPLH's Aboriginal Cultural Heritage Register, within or adjacent to Lot 14184, and there is no non-Indigenous heritage Places recorded with the Heritage Council.
Construction impact	Construction of the Met Mast is not anticipated to have significant site impact, with construction occurring over an 8–10-day period.

Position Statement Item	Evidence of Acciona consideration
	Any service access tracks and laydown areas required during construction, operation and decommissioning phases will be constructed and managed in consultation with the landowner. There will be minimal site disturbance during construction and appropriate measures will be taken to ensure stabilisation of topsoil, protection of surrounding native vegetation, and appropriately manage erosion and drainage from the construction site.
Additional considerations	
Bushfire management	The proposed Met Mast location is not within a designated bushfire prone area.
Traffic management	There is anticipated to be minimal increase in traffic during construction, operation and decommissioning of the Met Mast. Construction is expected to occur over a period of 8-10 days, including the installation and testing of all sensors and equipment. No personnel will be on site during operation of the Met Mast and minimal site access will be required to undertake routine maintenance during the operation phase.
Site access and security	The proposed Met Mast will be secured with a metal grill barrier and climb protection structures. Security fencing will be installed around the perimeter of the mast to deter unauthorised access.

*Acciona will engage separately with Airservices Australia (and Department of Defence [DoD]) prior to construction of the met mast.

Conclusion

The Met Mast proposed by this DA is necessary to collect climatic data to determine suitability of Acciona's future Bellwether Wind Farm location.

The Met Mast installation is temporary and according to this supporting letter, the installation and operation of the Met Mast is not likely to significantly impact the objectives of the "Rural" zone within the Shire's LPS.

The proposed Met Mast will not require clearing of native vegetation, is not located in a bushfire prone area, is not located near any conservation areas and waterways, and will not create negative impacts to the local traffic network, visual landscape amenity or public safety. Consultation with CASA and compliance with recommendations within the attached Aviation Impact Assessment (Attachment E) will ensure that aviation safety is appropriately managed. Outcomes of consultation with the DoD and Airservices Australia will be provided to the Shire once available.

Should you require clarification, please contact the undersigned on 0455 222 201 or by email johnston@jbsg.com.au.

Yours sincerely:

Reviewed/Approved by:




Olivia Johnston
Project Consultant
JBS&G Australia Pty Ltd

Benn Prowse
Principal
JBS&G Australia Pty Ltd

References:

Western Australian Planning Commission (WAPC) 2020, *Position Statement: Renewable Energy Facilities*, Department of Planning, Lands and Heritage (DPLH), Perth WA.

Western Australian Planning Commission (WAPC) 2016, *SPP 2.5 Rural Planning*, Department of Planning, Lands and Heritage (DPLH), Perth WA.

Captains Mountain Wind Farm 2021, *Development Application for Meteorological Masts*. [Online] Available at: <https://www.captainsmountainwindfarm.com.au/development-application-for-meteorological-masts/>.

Attachments:

Attachment A	Limitations
Attachment B	Application for Development Approval
Attachment C	Certificate of Title
Attachment D	Met Mast Drawings and Specifications
Attachment E	Narrogin Met Mast Aviation Impact Assessment

Attachment A Limitations

Scope of services

This report ("the report") has been prepared by JBS&G in accordance with the scope of services set out in the contract, or as otherwise agreed, between the Client and JBS&G. In some circumstances, a range of factors such as time, budget, access and/or site disturbance constraints may have limited the scope of services. This report is strictly limited to the matters stated in it and is not to be read as extending, by implication, to any other matter in connection with the matters addressed in it.

Reliance on data

In preparing the report, JBS&G has relied upon data and other information provided by the Client and other individuals and organisations, most of which are referred to in the report ("the data"). Except as otherwise expressly stated in the report, JBS&G has not verified the accuracy or completeness of the data. To the extent that the statements, opinions, facts, information, conclusions and/or recommendations in the report ("conclusions") are based in whole or part on the data, those conclusions are contingent upon the accuracy and completeness of the data. JBS&G has also not attempted to determine whether any material matter has been omitted from the data. JBS&G will not be liable in relation to incorrect conclusions should any data, information or condition be incorrect or have been concealed, withheld, misrepresented or otherwise not fully disclosed to JBS&G. The making of any assumption does not imply that JBS&G has made any enquiry to verify the correctness of that assumption.

The report is based on conditions encountered and information received at the time of preparation of this report or the time that site investigations were carried out. JBS&G disclaims responsibility for any changes that may have occurred after this time. This report and any legal issues arising from it are governed by and construed in accordance with the law as at the date of this report.

Environmental conclusions

Within the limitations imposed by the scope of services, the preparation of this report has been undertaken and performed in a professional manner, in accordance with generally accepted environmental consulting practices. No other warranty, whether express or implied, is made, including to any third parties, and no liability will be accepted for use or interpretation of this report by any third party.

The advice herein relates only to this project and all results conclusions and recommendations made should be reviewed by a competent person with experience in environmental investigations, before being used for any other purpose.

JBS&G accepts no liability for use or interpretation by any person or body other than the client who commissioned the works. This report should not be reproduced without prior approval by the client, or amended in any way without prior approval by JBS&G or reproduced other than in full, including all attachments as originally provided to the client by JBS&G.

Attachment B Application for Development Approval

APPLICATION FOR DEVELOPMENT APPROVAL



Shire of
Narrogin
Love the life

(FDRS005)

89 Earl Street
PO Box 1145
Narrogin WA 6312

(08) 9890 0900

www.narrogin.wa.gov.au
enquiries@narrogin.wa.gov.au

CASHIER HOURS:
8:30am – 4:30pm
MONDAY- FRIDAY

SHIRE OF NARROGIN – LOCAL PLANNING SCHEME NO.3 (LPS 3)

All applicants should complete this form and the checklist provided. Applicants seeking approval for Advertising Signage should also complete page 3, unless exempt under Schedule 5 of the LPS 3.

PROPERTY DETAILS

Lot No	14184	House No	674	Street Name	Hyde Road			
Suburb	Highbury		Nearest Street Intersection		Piesseville-Tarwonga Road			
Location No	14184	Plan or Diagram	166274	Certificate of Title	1575/564	Volume:	1575	Folio: 564
Title Encumbrances (e.g. Easements, Restrictive Covenants)		Not applicable						

LOT DIMENSIONS

Site area	1,319,215	Square metres
Frontage	900	Metres
Depth	2000	Metres

OWNER DETAILS

Full Name:	Chuckem Pastoral Co Pty Ltd		
ABN (If Applicable)	65 008 685 309		
Postal Address	1407 Chomley Road, Highbury 6313		
Telephone Number:	0429 859 070	Email:	wiese@activ8.net.au
Owner's Signature	<i>Jim Wiese</i>	Digitally signed by Tim Wiese Date: 2025.05.08 14:10:31 +08'00'	Date 8.5.2025

NOTE: All owners of the property must sign this application form.

Where property is owned by a company, at least two directors of the company must sign the application.

APPLICANT DETAILS (If different)

Full Name:	Acciona Energy Global Pty Ltd		
ABN (If Applicable)	54 600 910 647		
Postal Address	William Square Level 4, Suite 2, 45 Francis Street, Northbridge WA 6003		
Telephone Number:	03 9027 1000 / 0423 11728	Email:	energy.melbourne@acciona.com
Applicant's Signature	<i>[Signature]</i>	Date	19/5/25

ADVERTISING

The information and plans provided with this application may need to be made available by the local government for public viewing in connection with the application. Do you consent to this?*

Yes ☒ No ☐

* Public notification is required for certain development applications to ensure that the public is made aware of the development and have opportunity for relevant submissions. Council has right of refusal for applications that do not allow for public viewing should it be deemed necessary.

PROPOSED DEVELOPMENT

Nature of Development	☒ Works (New construction works with no change of land use) ☐ Use (Change of use of land with no construction works) ☐ Works and Use
NOTE: If the proposal involves advertising signage the Additional Information for Development Approval for Advertisements form must be completed and submitted with this application.	
Is an exemption from development claimed for part of the development? Yes ☐ No ☒ If yes, is the exemption for: ☐ Works ☐ Use	
Description of proposed works and/or land use: Construction and operation of meteorological mast	
Description of exemption claimed (if relevant) Not applicable	
Nature of any existing buildings and/or land use: Existing land use: agriculture and farming	
Approximate cost of proposed development: \$350,000	
Estimated time of completion: November 2025	

NOTE: This form is to be submitted together with copies of plans, comprising the information specified in the particulars required with the application outlined below. Additional information may be required at a later stage.

NOTE: The Development Application **must** be accompanied with the correct planning fees (see [current Schedule of Fees and Charges](#))

This is not an application for a building permit. A separate application is required for a building permit.

OFFICE USE ONLY

File Reference		Application No	
Date Received		Date of Approval / Refusal	
Date of Notice of Decision		Officer's Signature	

Attachment C Certificate of Title

WESTERN



AUSTRALIA

TITLE NUMBER

Volume

Folio

1575

564

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

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

BGRoberts
REGISTRAR OF TITLES



LAND DESCRIPTION:

LOT 14184 ON DEPOSITED PLAN 166274

REGISTERED PROPRIETOR: (FIRST SCHEDULE)

CHUCKEM PASTORAL CO PTY LTD OF 18 ST GEORGES TERRACE, PERTH

(XE A000001A) REGISTERED 1/1/0001

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

1. B769947 MORTGAGE TO NATIONAL BANK OF AUSTRALASIA LTD REGISTERED 22/8/1979.

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.
Lot as described in the land description may be a lot or location.

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

STATEMENTS:

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

SKETCH OF LAND: 1575-564 (14184/DP166274)
PREVIOUS TITLE: 1575-564
PROPERTY STREET ADDRESS: 674 HYDE RD, HIGHBURY.
LOCAL GOVERNMENT AUTHORITY: SHIRE OF NARROGIN

NOTE 1: O165176 DOCUMENT B769947 DETAILS UPDATED: LODGEMENT DATE/TIME = FROM (01/01/0001 00:00:00) TO (22/08/1979 09:13:00), LEGAL STANDING DATE/TIME = FROM (22/08/1979 00:00:00) TO (22/08/1979 09:13:00), REGISTRATION DATE/TIME = FROM (01/01/0001 00:00:00) TO (22/08/1979 09:13:00)

(MF)

R524/81

LANDS	L.T.O.
Land <i>P</i>	
Entered <i>P</i>	Permit <i>P</i>
	Lease <i>1763/63 P</i>
	Name <i></i>

WESTERN



AUSTRALIA



1575 564

Crown Grant

Elizabeth the Second, by the Grace of God, Queen of Australia and Her other Realms and Territories, Head of the Commonwealth. To all to whom these Presents shall come, GREETING: Know Ye that We, of Our especial Grace, certain knowledge, and mere motion, have given and granted, and We do by these Presents, for Us, Our heirs and successors, in consideration of the payment of the sum of \$380.57 ----- and the fulfilment of the prescribed conditions to the satisfaction of Our Governor of Our State of Western Australia, Give and Grant unto

Chuckem Pastoral Co Pty Ltd having its registered Office situate at 18 St Georges Terrace Perth

(hereinafter called the Grantee), the natural surface and so much of the

land as is below the natural surface to a depth of 60.96 metres of ALL THAT Tract or Parcel of Land situate and being in the District of Williams -----, in Our said State, containing 131.8364 hectares ----- more

or less, and marked and distinguished in the Maps and Books of the Department of Lands and Surveys of Our said State as Williams Location 14184 -

and as the same is delineated and coloured green in the plan in the first schedule: TOGETHER with all Appurtenances whatsoever thereunto belonging, or in anywise appertaining: TO HAVE AND TO HOLD the said Tract or Parcel of Land to the depth aforesaid, and all and singular the Premises hereby granted, with their appurtenances, unto the said Grantee, in fee simple: YIELDING AND PAYING for the same to Us, Our heirs and successors, one peppercorn of yearly rent on the twenty-fifth day of March in each year, or so soon thereafter as the same shall be lawfully demanded: PROVIDED, NEVERTHELESS, that, subject to section 141 of the Land Act, 1933, it shall be lawful for Us, Our heirs and successors, or for any person or persons acting in that behalf by Our or their authority, to resume and enter upon possession of any part of the said land which it may at any time by Us, Our heirs and successors, be deemed necessary to resume for roads, tramways, railways, railway stations, bridges, canals, towing-paths, harbour or river improvement works, drainage, or irrigation works, or quarries, and generally for any other works or purposes of public use, utility, or convenience, and for the purpose of exercising the power to search for minerals hereinafter reserved, and such land so resumed to hold to Us, Our heirs and successors, as of Our or their former estate without making to the said Grantee, or any person lawfully claiming under him, any compensation in respect thereof, so nevertheless, that the land so to be resumed shall not exceed one-twentieth part in the whole of the lands aforesaid, and that no such resumption be made of the part of any lands upon which any buildings may have been erected, or which may be in use as gardens, or otherwise, for the more convenient occupation of any such buildings, or on which any other improvements as defined by the Land Act, 1933, have been made, without compensation: AND PROVIDED, ALSO, that it shall be lawful at all times for Us, Our heirs and successors, or for any person or persons acting in that behalf, by Our or their authority, to search and dig for and carry away any stones or other materials which may be required for making or keeping in repair any roads, tramways, railways, railway stations, bridges, canals, towing-paths, harbour works, breakwaters, river improvements, drainage or irrigation works, and generally for any other works or purposes of public use, utility, or convenience, without making to the said Grantee, or any person claiming under him, any compensation in respect thereof, and We do hereby save and reserve to Us, Our heirs and successors, all Mines, of Gold, Silver, Copper, Tin, or other Metals, Ore, and Minerals, or other substances containing Metals, and all Gems or Precious Stones and Coal or Mineral Oil and all Phosphatic Substances in and under the said land, with full liberty at all times to search and dig for and carry away the same; and for that purpose to enter upon the said land or any part thereof; and we do hereby, save and reserve to Us, Our heirs and successors all petroleum (as defined in the Petroleum Act, 1967, and all amendments thereof for the time being in force) on or below the surface of the said land with the right reserved to Us, Our heirs and successors and persons authorised by Us, Our heirs and successors to have access to the said land for the purpose of searching for and for the operations of obtaining petroleum in any part of the said land subject to and in accordance with the provisions contained in the Petroleum Act, 1967, and all amendments thereof for the time being in force.

IN WITNESS whereof We have caused Our trusty and well-beloved His Excellency THE HONOURABLE JOHN MARTIN LAVAN, Administrator, in and over the State of Western Australia and its Dependencies in the Commonwealth of Australia, to affix to these Presents the Public Seal of the said State.

Sealed this 26th day of September, One thousand nine hundred and eighty

Grant under the Land Act, 1933 as amended

Administrator

Governor

Minister for Lands.

CERTIFICATE OF TITLE UNDER THE "TRANSFER OF LAND ACT, 1893" AS AMENDED

The abovenamed Grantee is now the registered proprietor of an estate in fee simple in all the land described in this Grant subject to the easements and encumbrances shown in the Second Schedule hereto.

DATED THE 24th DAY OF October 1980

REGISTRAR OF TITLES



FOR ENCUMBRANCES AND OTHER MATTERS AFFECTING THE LAND SEE SECOND SCHEDULE

94644/5/80-1,500-S/2852

Superseded - Copy for Sketch Only

PERSONS ARE CAUTIONED AGAINST ALTERING OR ADDING TO THIS CERTIFICATE OR ANY NOTIFICATION HEREON

Page 2 (of 2 pages)

FIRST SCHEDULE

Area and measurements on the Plan hereon are more or less, and a peg has been placed at each corner of the location.

Scale: 1:30000

Survey: Diag. 66274

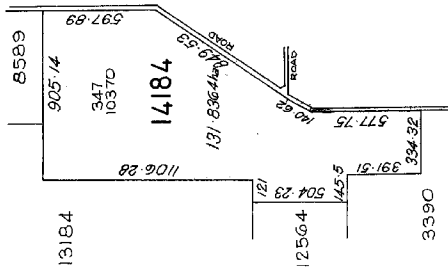
Surveyed: by D. C. Considine

Corr: 2452/54

Drawn: A. J. M.

Examined:

John Morgan
SURVEYOR GENERAL



c/lc 963/1962

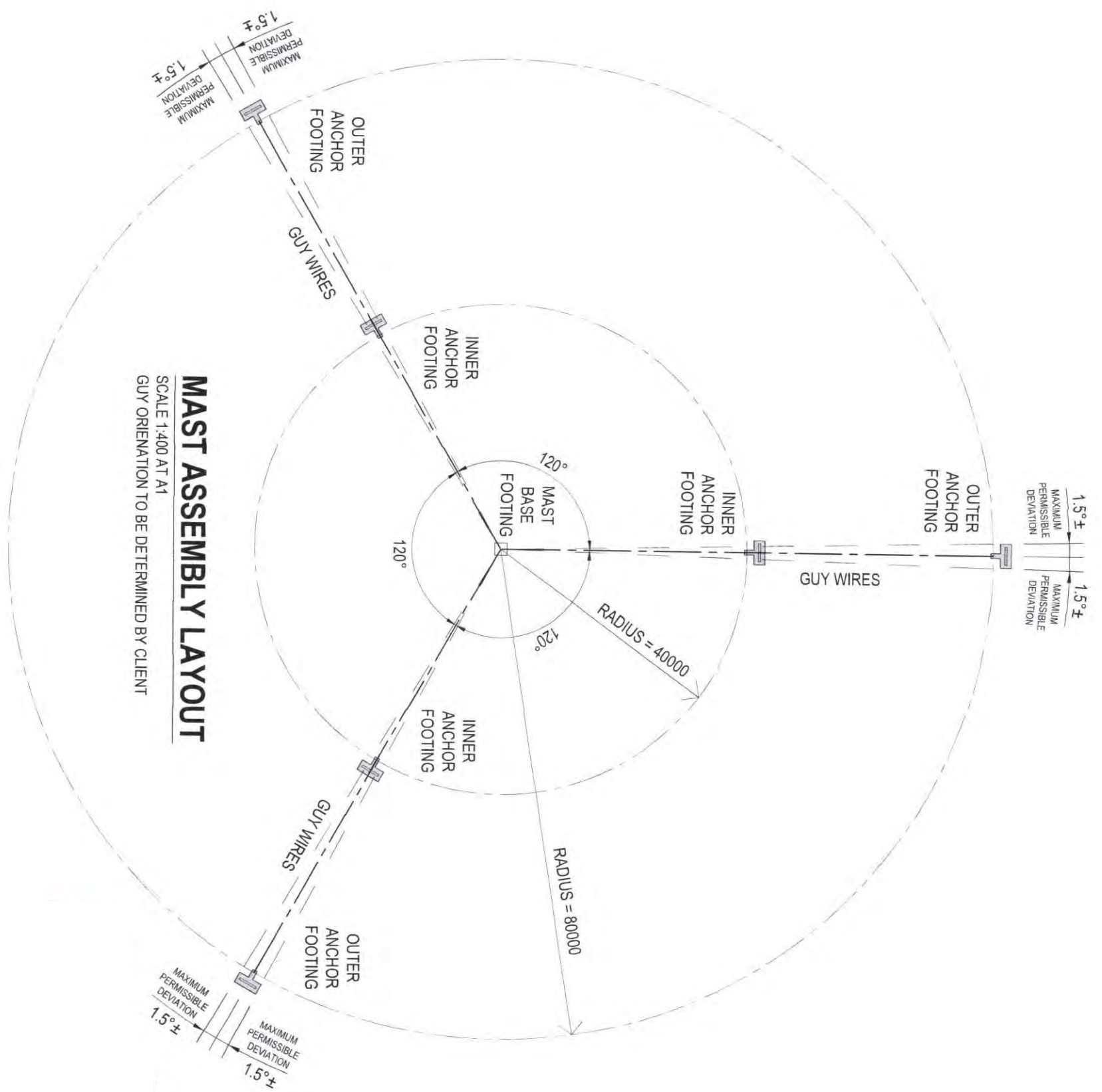
SECOND SCHEDULE

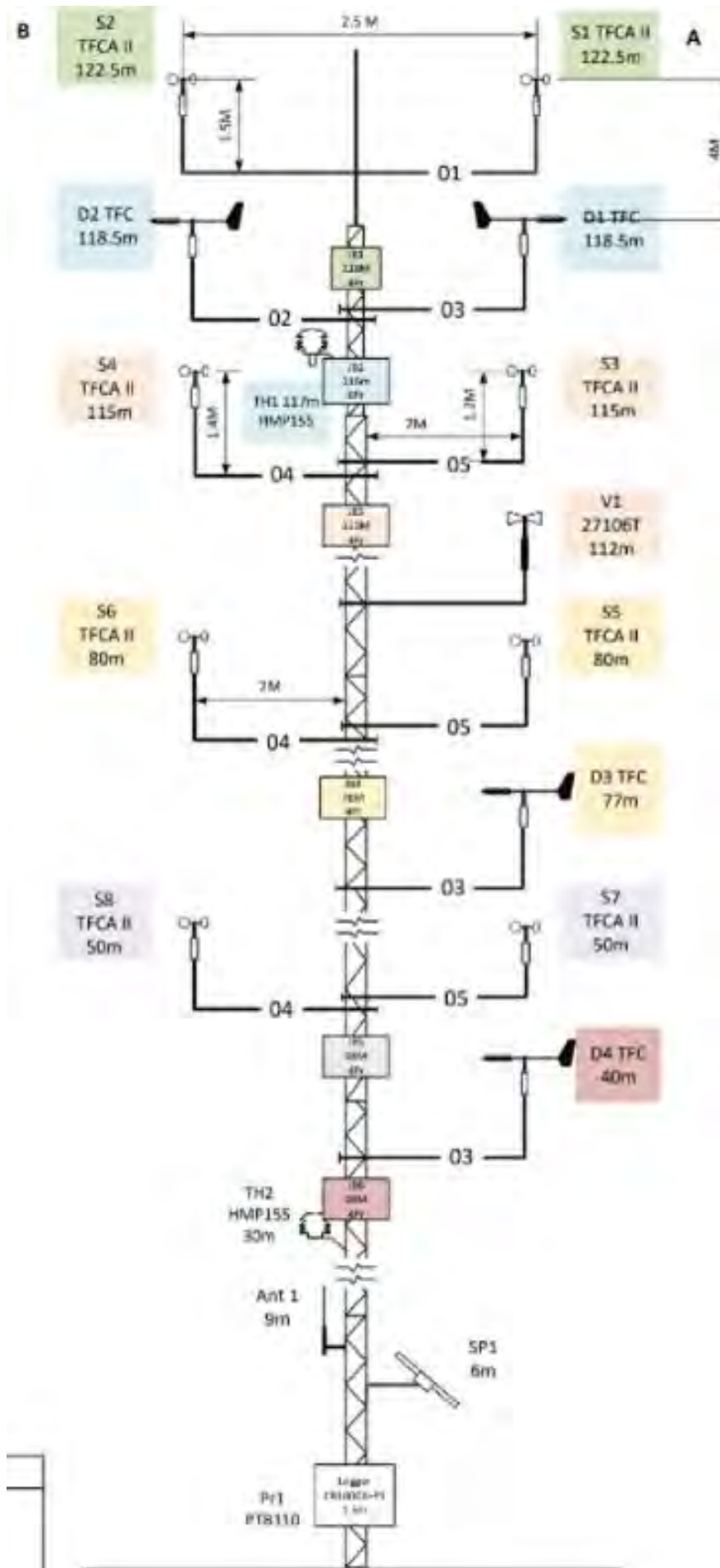
NOTE: RULING THROUGH AND SEALING WITH THE OFFICE SEAL INDICATES THAT AN ENTRY NO LONGER HAS EFFECT. ENTRIES NOT RULED THROUGH MAY BE AFFECTED BY SUBSEQUENT ENDORSEMENTS.

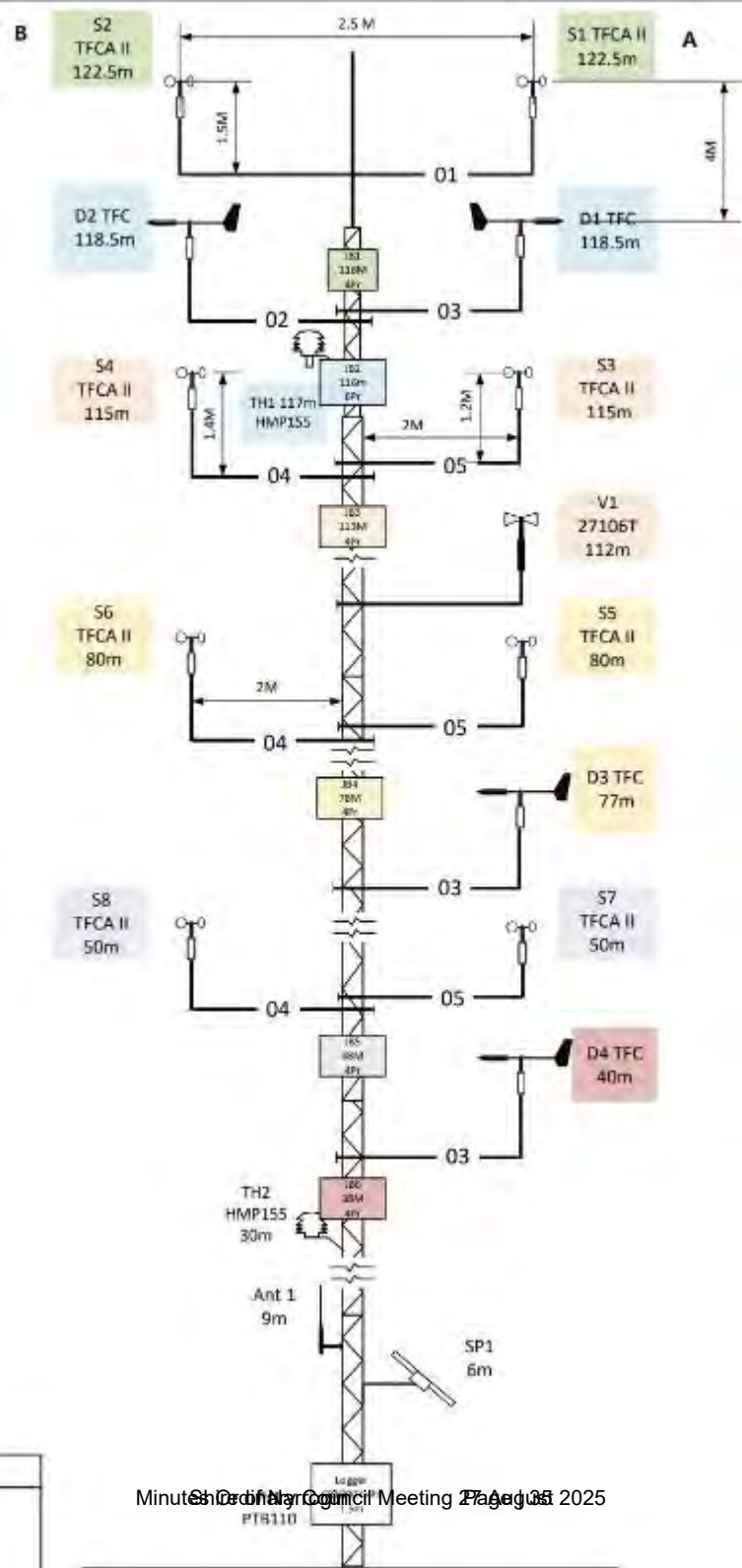
INSTRUMENT		PARTICULARS	REGISTERED	TIME	SEAL	INITIALS	CANCELLATION	NUMBER	REGISTERED OR LODGED	SEAL	INITIALS
NATURE	NUMBER										
Mortgage	B769947	to The National Bank of Australasia Limited.	22.8.79	9.13							

CERTIFICATE OF TITLE VOL 1575 564

Attachment D Met Mast Drawings and Specifications







Attachment E Narrogin Met Mast Aviation Impact Assessment

Benn Prowse
Principal
JBS&G Environmental Consultants
By email: bprowse@jbsg.com.au

May 2025

Our reference: 1010901-01

Dear Benn,

Re: Bellwether Wind Farm Meteorological Mast 1 Aviation Impact Assessment

Acciona Energy Australia Global Pty Ltd (Acciona) are installing a meteorological mast for the Bellwether Wind Farm approximately 25 km northwest of Arthur River, in the Shire of Narrogin Local Government Area (LGA).

JBS&G have engaged Aviation Projects to prepare an Aviation Impact Assessment (AIA) for Met Mast 1 against relevant aspects of the applicable planning scheme, Civil Aviation Safety Regulations (CASR) Part 139 – Aerodromes and National Airports Safeguarding Framework (NASF).

1.1. References

The following information sources were referenced during the preparation of this report:

- Airservices Australia
 - o Aeronautical Information Package (AIP), effective 12 June 2025
- Civil Aviation Safety Authority (CASA)
 - o Civil Aviation Safety Regulations 1998 (CASR)
 - o Advisory Circular (AC) 91-02 V1.2, *Guidelines for aeroplanes with MTOW not exceeding 5700 kg – suitable places to take off and land*, dated November 2022
 - o AC 91-10 v1.3: *Operations in the vicinity of non-controlled aerodromes*, dated January 2025
 - o CASR Part 173 Manual of Standards (MOS) – *Standards Applicable to Instrument Flight Procedure Design*, version 1.8, dated 11 August 2022
 - o CASR Part 139 MOS– *Aerodromes*, F2024L01671 dated 14 December 2024
 - o AC 139.E-01 v1.0–*Reporting of Tall Structures*, dated December 2021
 - o AC 139.E-05 v1.1 *Obstacles (including wind farms) outside the vicinity of a CASA certified aerodrome*, dated October 2022
- Department of Infrastructure, Transport, Regional Development, Communications and Arts, Australian Government, National Airport Safeguarding Framework, Guideline D *Managing the Risk to aviation safety of wind turbine installations (wind farms)/Wind Monitoring Towers*, dated July 2012.
- International Civil Aviation Organization (ICAO)
 - o Annex 14–*Aerodromes*

AVIATION PROJECTS PTY LTD | ABN 88 127 760 267

E: enquiries@aviationprojects.com.au | P: +61 (7) 3371 0788

PO BOX 116, TOOWONG DC, TOOWONG QLD 4066 | 19/200 MOGGILL ROAD, TARINGA QLD 4068

WWW.AVIATIONPROJECTS.COM.AU
Shire of Narrogin

Minutes Ordinary Council Meeting 27 August 2025

Page | 37

- o Doc 8168 *Procedures for Air Navigation Services—Aircraft Operations* (PANS-OPS)
- OzRunways, aeronautical navigation charts extracts, dated April 2025
- Shire of Narrogin Local Planning Scheme
- Other references as noted.

1.2. Client Material

JBS&G have provided the following material for the purpose of this analysis:

- 003_BWWF_MET_MAST_A3P_revA_Bellwether_1.pdf
- Email with Meteorological Mast Height and ground elevations dated 14/04/2025
- Met Mast Elevations.png

1.3. Project description

Acciona are proposing installing a meteorological mast for the Bellwether Wind Farm, Met Mast 1, with a maximum height of 125 m (410.1 ft) above ground level (AGL) in the Shire of Narrogin, in Western Australia.

Figure 1 Shows the location of the proposed Met Mast 1 and the project area (Source: JBS&G).

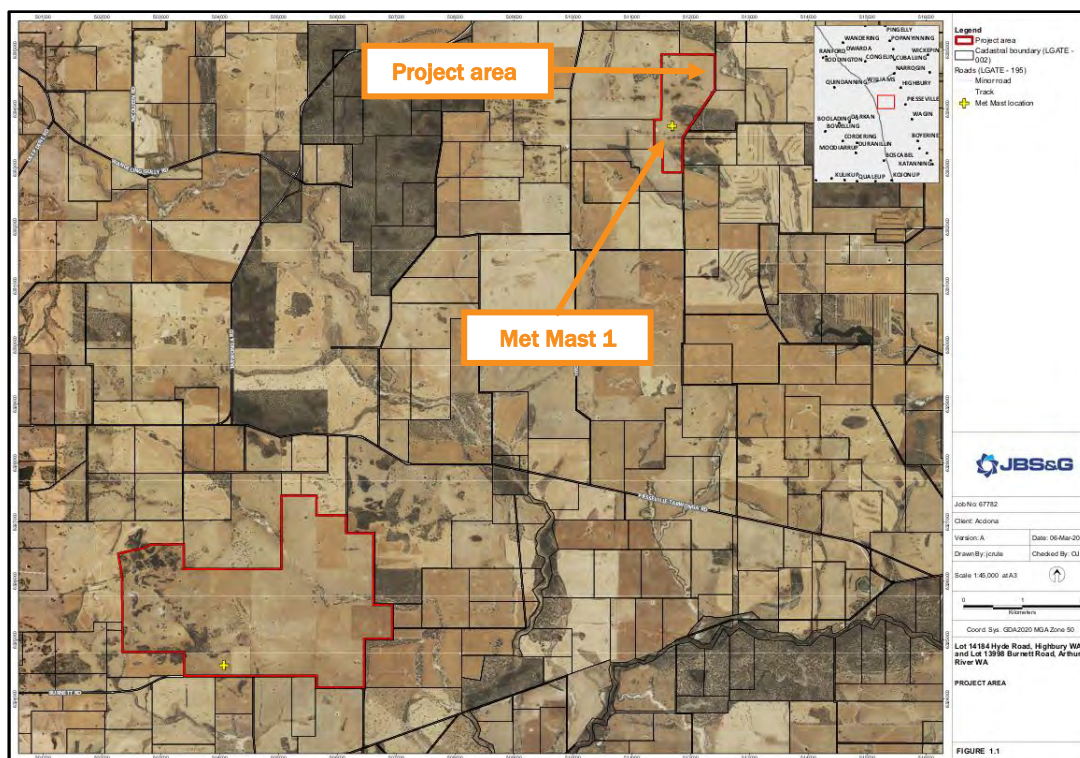


Figure 1 Location of Met Mast1

Table 1 provides the height and ground elevation of Met Mast 1 based on data provided by Acciona, who used public data for the ground elevations. Considering the accuracy of the of the public data available, a 10-metre buffer has been applied to the ground elevation for Met Mast 1 to allow for error.

Table 1 Met Mast 1 data

<i>Mast</i>	<i>Max Mast Height (m AGL)</i>	<i>Max Mast Height (ft AGL)</i>	<i>Terrain Elevation (m AHD)</i>	<i>Terrain Elevation (ft AMSL)</i>	<i>Tolerance (m)</i>	<i>Total Mast Height (m AHD)</i>	<i>Total Mast Height (ft AMSL)</i>
Met Mast 1	125	410.1	344	1128.6	10	479	1571.5

1.4. Nearby certified aerodromes

A certified aerodrome is an aerodrome regulated by the Civil Aviation Safety Authority (CASA) under CASR Part 139 with defined standards established in CASR Part 139 MOS.

There are no certified aerodromes located within 30 nm of the proposed Met Mast 1. The closest certified aerodrome is Katanning (YKNG), approximately 43.2 nm (80.0 km) southeast of Met Mast 1.

The 30 nm radius represents the 25 nm minimum sector altitude (MSA) for aerodromes with terminal instrument flight procedures. The 25 nm MSA is determined by assessing obstacles within 30 nm (25 nm plus 5 nm buffer) of the aerodrome reference point or navigational aid on which the MSA is based.

The location of Met Mast 1 relative to Bunbury Airport (YBUN), Busselton Airport (YBLN) and Katanning Airport (YKNG) is shown in Figure 2 (Source: Acciona, Google Earth). The red circle represents a 30 nm radius from the airport's aerodrome reference point (ARP).

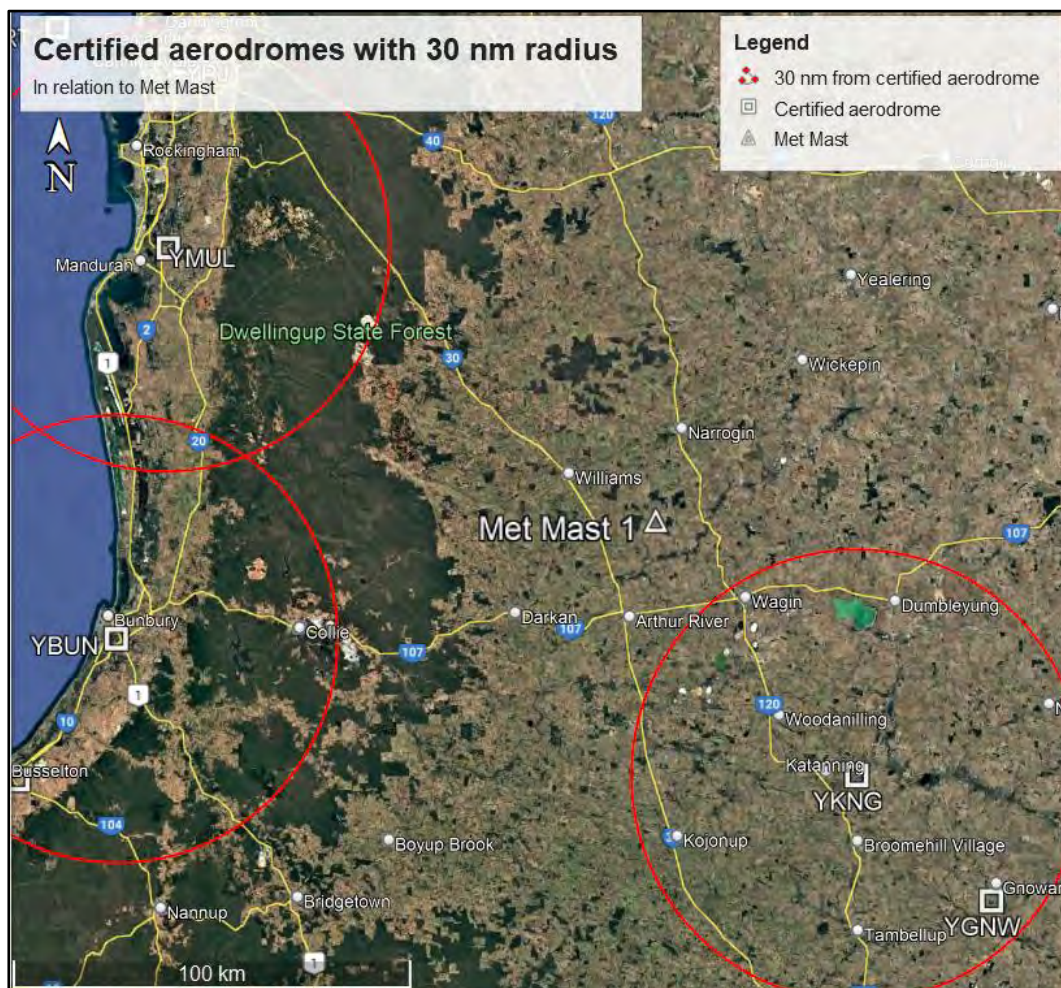


Figure 2 Location of certified airports in relation to the proposed Met Mast 1

1.5. Nearby uncertified aerodromes

A search of the following aviation datasets was used to identify uncertified aerodromes near the project area. They are not subject to CASR Part 139 regulations:

- AIP aeronautical charts effective 12 June 2025
- OzRunways - which sources its data from Airservices Australia (AIP). The aeronautical data provided by OzRunways is approved under CASA CASR Part 175
- Australian Government National Map website (www.nationalmap.com.au).

As a guide, an area of interest within a 3 nm radius of an uncertified aerodrome is used to assess the potential impacts of proposed developments on aircraft operations at or within the vicinity of the uncertified aerodrome.

There are no known uncertified aerodromes within 3 nm of Met Mast 1. Figure 3 shows the locations of nearby uncertified aerodromes relative to the Met Mast sites and a nominal 3 nm buffer from those aerodromes (source: Acciona, Google Earth).

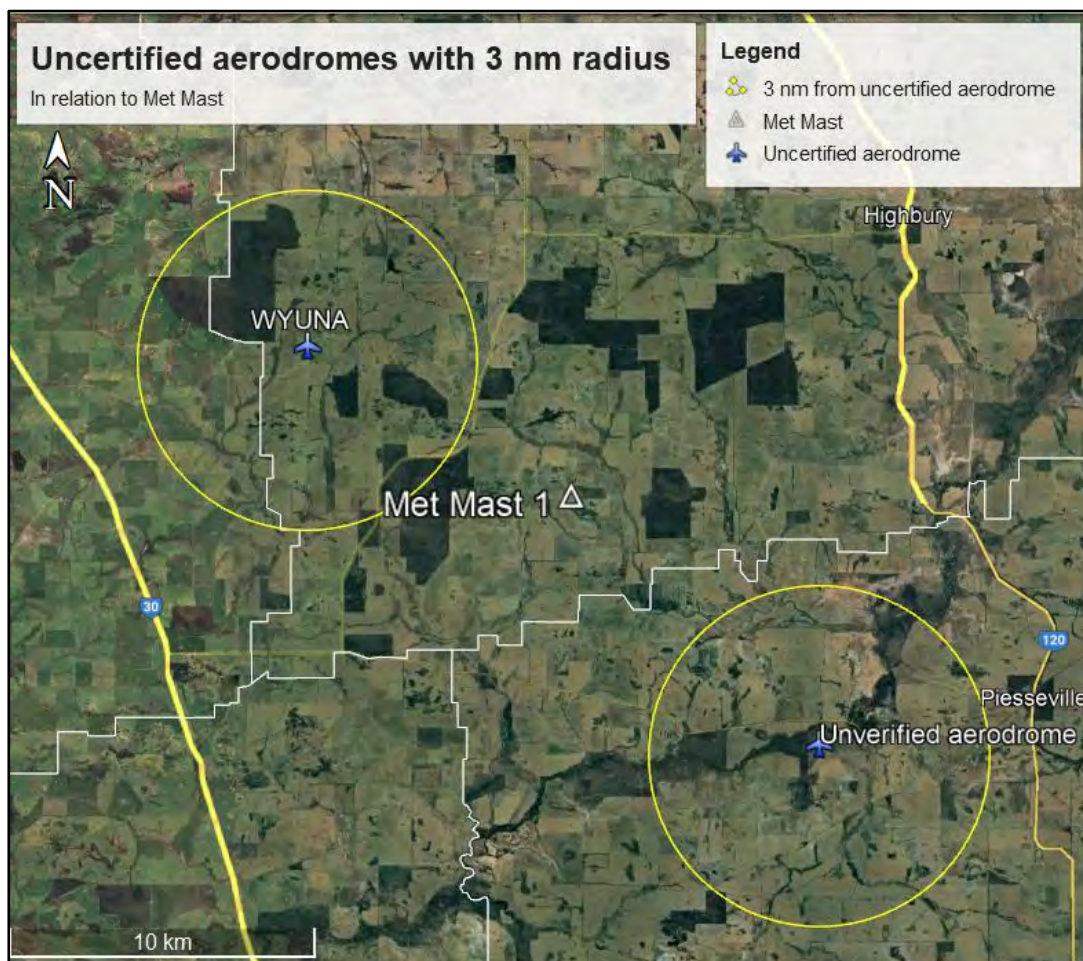


Figure 3 Uncertified aerodromes in the vicinity of Met Mast 1

1.6. Air routes and Grid LSALT

CASR Part 173 MOS requires that the published lowest safe altitude (LSALT) for a particular airspace grid or air route provides a minimum of 1000 ft clearance above the controlling (highest) obstacle within the relevant airspace grid or air route tolerances.

1.6.1. Grid LSALT

The proposed Met Mast 1 is within the airspace grid LSALT of 3000 ft AMSL, which has a protection surface of 2000 ft AMSL.

Figure 4 shows the Grid LSALT in proximity to the Met Mast (source: ERC Low National, OzRunways, Google Earth).

Met Mast 1's height is 479 m AHD (1571.5 ft AMSL), which is below the protection surface.

Therefore, the Met Mast will not impact the Grid LSALT.

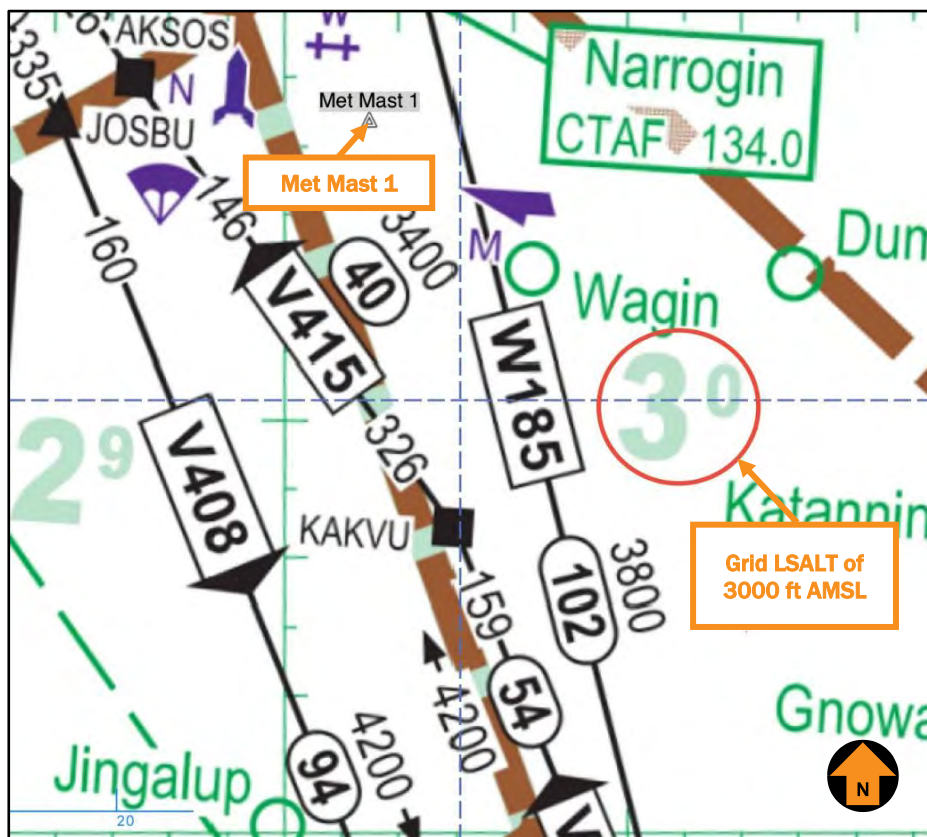


Figure 4 Grid LSALT in proximity of Met Mast 1

1.6.2. Air Route LSALTs

A protection area 7 nm laterally on either side of an air route is used to assess the LSALT for the air route.

There are two air routes within the protection area of the Project Site. An impact analysis of the air routes is provided in Table 2.

Met Mast 1 is 479 m AHD (1571.5 ft AMSL), lower than the air route's protection surface. Therefore, the Met Mast will not impact any Air route LSALT.

Table 2 Air route impact analysis

Air route	Waypoint pair	Route LSALT	Protection Surface	Impact on airspace design	Potential solution	Impact on aircraft ops
V415	KAKVU and AKSOS	3400	2400	Nil	Nil	N/A
W185	PAVSO and OCKLY	3800	2800	Nil	Nil	N/A

1.7. Airspace

Met Mast 1 is located within Class G airspace, outside of controlled airspace, and is not located in any Prohibited, Restricted and Danger areas.

Met Mast 1 will not have an impact on controlled or designated airspace.

1.8. Aviation navigation facilities

NASF Guideline G, *Protection of Aviation Facilities - Communication, Navigation and Surveillance (CNS)* and CASR Part 139 MOS specify the area where development of buildings and structures has the potential to cause unacceptable interference to CNS facilities.

Met Mast 1 is located a sufficient distance away from nearby certified aerodromes and aviation navigation facilities to not have an impact.

1.9. ATC Surveillance Radar Systems

Airservices Australia currently requires an assessment of the potential to affect radar lines of sight.

The open lattice construction of slim Met Mast does not impact ATC Surveillance Radar Systems.

1.10. Civil Aviation Safety Authority - regulatory context

The CASA regulates aviation activities in Australia. Applicable requirements include the Civil Aviation Regulations 1988 (CAR), CASR 1998, Advisory Circular (AC) 139 E 0.1-v1.0, and AC.139 E 0.5-v1.1. Relevant provisions are outlined in further detail in the following section.

1.10.1. CASR Part 139—Aerodromes

CASR 139.165 requires the owner of a structure (or proponents of a structure) that will be 100 m or more above ground level to inform CASA. This must be given in written notice and contain information on the proposal, the height and location(s) of the object(s) and the proposed timeframe for construction. This is to allow CASA to assess the effect of the structure on aircraft operations and determine whether or not the structure will be hazardous to aircraft operations.

The proponent of the Met Mast is required to report the Met Mast to CASA in accordance with CASR 139.165, *as soon as practicable after forming the intention to construct or erect the proposed object or structure.*

The notification should be provided to CASA via email to Aerodromes@casa.gov.au and Airspace.Protection@casa.gov.au.

Requirements for the lighting of obstacles identified as hazards are only applicable to certified aerodromes.

1.10.2. AC 139.E-01 v1.0—Reporting of Tall Structures

AC 139.E-01 v1.0—*Reporting of Tall Structures*, CASA guides those authorities and persons involved in the planning, approval, erection, extension or dismantling of tall structures so that they may understand the vital nature of the information they provide.

2.1.1 Part 139 of the CASR has a number of requirements:

- *Any object that extends to a height of 100 m or more above local ground level must be notified to CASA by the proponent or owner. (others are not relevant)*

2.2.1 The hazards that such buildings or structures may pose to aircraft requires assessment. CASA routinely performs such assessments however needs to be first notified of the obstacle, structure of source of a hazardous plume. The need to report such hazards is outlined in this AC.

2.2.2 If you are the person who owns, controls or operates the object, structure or a source of a hazardous plume which is either present, imminent or has been approved for erection/construction, details need to be provided about:

- the construction, extension or dismantling of tall structures if the top is:
 - o 100 m or more above ground level,
 - or
 - o affects the obstacle limitation surface of an aerodrome as defined in Part 139 of CASR

2.2.3 In addition, tall structures may pose a specific hazard for the operation of low-flying Defence aircraft or to the flight paths of arriving/departing aircraft (refer Paragraph 2.1.3). Therefore, the RAAF and Airservices Australia require information on structures that are 30 m or more above ground level—within 30 km of an aerodrome or 45 m or more above ground level elsewhere for the RAAF, or 30 m or more above ground level elsewhere for Airservices Australia.

2.2.4 Information provided for the database should be accurate and readily interpreted. The tall structure report form has been designed to help owners and/or developers in this respect. The form is available on the Airservices Australia website (including a spreadsheet for reporting multiple structures) at: <https://www.airservicesaustralia.com/industry-info/airport-development-assessments/>

1.10.3.AC 139.E-05-v1.1 Obstacles including wind farms outside the vicinity of a CASA certified aerodrome – October 2022

AC 139.E-05-v1.1 provides advice about the lighting and marking of tall structures in submissions to planning authorities who are considering a tall structure proposal.

2.1.2 Regardless of CASA advice, planning authorities make the final determination whether a wind farm or a tall structure not in the vicinity of a CASA regulated aerodrome will require lighting or marking.

2.2.1 All wind turbine developments and tall structures should be assessed to determine whether they could be a risk to aviation safety. This AC augments the information in the National Aerodromes Safeguarding Framework (NASF) Guideline D and provides additional guidance on the assessment of wind farm developments and guidance for establishing what reasonable measures may be put in place to mitigate any adverse effect the wind farm development could be to aviation safety.

2.2.2 For the purposes of this AC, navigable airspace is considered to be the airspace above the minimum altitudes of VFR and IFR flight, including airspace required to ensure the safe take-off and landing of an aircraft. Generally, minimum altitude limits equate to 500 ft (152 m) or 1 000 ft (305 m) above ground level depending on the situation, i.e., whether or not the flying is over a populous area. The presence of wind turbines, wind monitoring masts and other tall obstacles may create a risk to the safety of flight, due to the risk of collision. An entity that is proposing to introduce a hazard into navigable airspace, such as a wind farm, must mitigate the risk of the hazard on airspace users to ensure an acceptable level of safety is maintained.

2.2.4.1 Part 139 of the Civil Aviation Safety Regulations 1998 (CASR), regulates obstacles within the vicinity of certified aerodromes. This is supported by Part 139 (Aerodromes) Manual of Standards (MOS) which provides the definition of an obstacle as well as the standards for marking and lighting of an obstacle. Any wind turbine (where the height is defined to be the maximum height reached by the tip of the turbine blades), wind monitoring mast or other tall structure that penetrates an

Obstacle Limitation Surface (OLS) of an aerodrome will be assessed in accordance with the provisions of Part 139 of CASR and the MOS.

2.2.6.1 Outside the vicinity of an aerodrome, which is defined as being outside the OLS of an aerodrome, wind farms and other tall structures may constitute a risk to low-flying aviation operations which may be conducted down to 500 ft above ground level (AGL) over non-populous areas. Additionally, wind monitoring masts can also be hazardous to aviation, given they are very thin and difficult to see. Wind farms can also affect the performance of communications, navigation and surveillance (CNS) equipment operated by Airservices or the Department of Defence.

2.4 Obstacles outside the vicinity of a CASA Certified aerodrome

2.4.1 The methodology for assessment of wind farms and other tall structures that are located outside the vicinity of a certified aerodrome and recommended mitigation measures for consideration are described below.

2.4.2 Early review by proponent

2.4.2.1 In the early stages of planning for a wind farm or tall structures, it is recommended that the proponent engages an aviation consultant to conduct an aeronautical study to determine if the proposed development will create a risk to aviation safety. It is critical for the proponent to consult with relevant aviation operators nearby to the proposed wind farms or tall structures to prevent potential adverse impacts to aviation. For example, the proposed location might be situated close to:

- a certified aerodrome or military aerodrome
- a high-density VFR lane or VFR reporting point
- an uncertified aerodrome(s) or landing area(s) used by the local community.

2.4.2.2 An aeronautical study will identify aviation safety risks, and the need for mitigation of those risks. The study should provide a detailed assessment of the potential impacts of the proposed development on aviation activities and demonstrate how an acceptable level of aviation safety can be maintained. The aeronautical study should:

- assess the impact of the wind farm on any aviation activity
- conduct a risk analysis using AS/NZS ISO 31000:2018 Risk Management and Guidelines
- consult with nearby aerodrome (certified and un-certified) operators and aircraft operators known to fly in the area (including those operators who carry out low flying activities that may include fire spotting and control)
- consult with Airservices and the Department of Defence to determine whether any nearby aeronautical communications, navigation or surveillance equipment may be affected
- provide details of proposed mitigations to ensure an acceptable level of safety and an analysis of the effectiveness of each risk control measure
- recommend operating procedures/restrictions or other means to mitigate risks.

2.4.2.3 All proposed mitigation measures should be assessed to demonstrate they are adequate to reduce aviation risks to an acceptable level.

2.4.3 Planning authority process

2.4.3.1 CASA understands that the proponent of a wind farm or tall structure is required to submit a development application to the relevant planning authority for approval. The planning authority will

assess the proposal and review the detailed aeronautical study that should be provided as part of the development application.

2.4.3.2 The planning authority may seek advice from CASA on the risk to aviation created by the development or the proposed mitigation plan if a risk has been identified.

2.4.3.3 CASA has no authority or regulatory powers in relation to a wind farm or tall structure approval outside the vicinity of a certified aerodrome but advice from CASA will inform the planning authority in regard to any decisions or conditions on any approval the planning authority might place on a development.

Regardless of any CASA advice, planning authorities make the final determination via conditions of consent as to whether a wind farm or tall structure not in the vicinity of a CASA regulated aerodrome will require lighting or marking.

2.5 Aviation hazard lighting - International best practice

2.5.2 Australian regulations state that aircraft in uncontrolled airspace may operate under visual flight rules (VFR), which requires the pilot to remain clear of clouds and to adhere to visibility minima.

- in Class G airspace below 3000 ft Above Mean Sea Level (AMSL) or 1000 ft AGL (whichever is the higher) – remain clear of cloud with minimum visibility of 5000 m.
- in Class G airspace below 10 000 ft AMSL (subject to the above) – remain 1000 ft vertically and 1500 m horizontally from cloud and with 5000 m visibility.

Note: Helicopters may be permitted to operate in lower visibility and that further exemptions may apply to special cases such as military, search and rescue, medical emergency, agricultural and fire-fighting operations.

2.5.4 2000 candela medium intensity obstacle lighting recommendation satisfies the 5000 m VFR visibility requirements, according to practical exercises undertaken by the FAA and documented in AC 70/7460-1L (FAA, 2015).

2.5.5 In Australia, CASA has accepted the use of 200 candela lighting in some circumstances due to a lack of back lighting in rural and remote areas, meaning that a lower intensity light is still visible to pilots at an acceptable distance to permit a pilot to see and avoid the obstacle.

2.6 Hazard Lighting

2.6.1 This describes the reasoning behind CASA's preference to recommend aviation hazard lighting for tall structures and aircraft detection systems for wind farms.

2.6.2 Hazard lighting for wind farms and other tall structures is intended to alert pilots, flying at low altitude, to the presence of an obstacle allowing them sufficient awareness to safely navigate around or avoid it. The pilot is responsible for avoiding other traffic and obstacles based on the "alerted" see-and-avoid principle.

2.6.3 Unless the wind farm or tall structure is located near an airport, it is not expected to pose a risk to regular public transport operations. The kind of air traffic that is usually encountered at low altitude in the vicinity of a wind farm or tall structure includes light aircraft (private operators, flight schools, sport aviation, agricultural, survey, fire spotting and control) and helicopters (military, police, medical emergency services, survey, fire spotting and control). Hazard lights are therefore designed to provide pilots with sufficient awareness about the presence of the structure(s), so they can avoid it. This means that the intensity of the hazard lights should be such that the acquisition distance is sufficient for the pilot to recognise the danger, take evasive action and avoid the obstacle by a safe

margin in all visibility conditions. This outcome considers the potential speed of an aircraft to determine the distance by which the pilot must become aware of the obstacle to have enough time and manoeuvrability to avoid it.

2.7 CASA's commitment to aviation safety

2.7.1 CASA will consider the lighting intensity management and systems that achieve an acceptable level of aviation safety on a case-by-case basis during its assessment.

2.7.2 A CASA determination will consider the environmental setting when determining the need and level of lighting required on a wind farm or tall structure. This may include consideration of lower lighting intensities for obstacles away from an aerodrome. The backlighting of some locations is almost non-existent, meaning the risk of an aviation hazard light being compromised by background lighting from a rural and remote town is lower than would otherwise apply in a residential area closer to a city.

Characteristics of medium-intensity lights are specified in CASR Part 139 MOS Section 9.33:

1) Medium-intensity obstacle lights must:

- a) be visible in all directions in azimuth; and*
- b) if flashing — have a flash frequency of between 20 and 60 flashes per minute.*

2) The peak effective intensity of medium-intensity obstacle lights must be $2\,000 \pm 25\%$ cd with a vertical distribution as follows:

- a) for vertical beam spread — a minimum of 3 degrees;*
- b) at -1 degree elevation — a minimum of 50% of the lower tolerance value of the peak intensity;*
- c) at 0 degrees elevation — a minimum of 100% of the lower tolerance value of the peak intensity.*

3) For subsection (2), vertical beam spread means the angle between 2 directions in a plane for which the intensity is equal to 50% of the lower tolerance value of the peak intensity.

4) If, instead of obstacle marking, a flashing white light is used during the day to indicate temporary obstacles in the vicinity of an aerodrome, the peak effective intensity of the light must be increased to $20\,000 \pm 25\%$ cd when the background luminance is 50 cd/m² or greater.

There is no regulatory requirement to provide obstacle lighting on the Met Mast 1 due to its location outside the vicinity of a certified aerodrome. Generally, the voluntary provision of obstacle lighting should be considered to ensure visibility in low light and deteriorating atmospheric conditions.

Whilst the CASA and NASF guidelines recommend medium intensity lighting, CASA is likely to approve the provision of low intensity lighting due to the location of the proposed met masts in an area where the surrounding terrain is generally free from other light sources.

1.11. National Airport Safeguarding Framework Guideline D

NASF Guideline D provides guidance to State/Territory and local government decision-makers, airport operators and developers of wind farms to jointly address the risk to civil aviation arising from the development, presence and use of wind farms and wind monitoring towers.

When wind turbines over 150 metres above ground level are to be built within 30 kms of a certified or registered aerodrome, the proponent should notify the Civil Aviation Safety Authority (CASA) and Airservices. If the wind farm is within 30km of a military aerodrome, Defence should be notified.

The Aeronautical Information Service of the Royal Australian Air Force (RAAF AIS) maintains a database of tall structures in the country. The RAAF AIS should be notified of all tall structures meeting the following criteria:

- 30 metres or more above ground level for structures within 30km of an aerodrome; or
- 45 metres or more above ground level for structures located elsewhere.

Marking and lighting of wind monitoring towers

Before developing a wind farm, it is common for wind monitoring towers to be erected for anemometers and other meteorological sensing instruments to evaluate the suitability or otherwise of a site. These towers are often retained after the wind farm commences operations to provide the relevant meteorological readings. These structures are very difficult to see from the air due to their slender construction and guy wires. This is a particular problem for low flying aircraft including aerial agricultural operations. Wind farm proponents should take appropriate steps to minimise such hazards, particularly in areas where aerial agricultural operations occur. Measures to be considered should include:

- *the top 1/3 of wind monitoring towers to painted in alternating contrasting bands of colour. Examples of effective measures can be found in the Manual of Standards for Part 139 of the Civil Aviation Safety Regulations 1998. In areas where aerial agriculture operations take place, marker balls or high visibility flags can be used to increase the visibility of the towers;*
- *marker balls or high visibility flags or high visibility sleeves placed on the outside guy wires;*
- *ensuring the guy wire ground attachment points have contrasting colours to the surrounding ground/vegetation; or*
- *a flashing strobe light during daylight hours.*

1.12. Consultation

Acciona will be consulting with both Airservices Australia and the Department of Defence.

1.13. Summary

The following list of findings summarises the outcome of this assessment, based on the maximum height of the 125 m AGL Met Mast and 479 m AHD (1571.5 ft AMSL):

- There are no certified aerodromes located within 30 nm (55.6 km) of the Met Mast sites
- There are no uncertified aerodromes identified within 3 nm of the Met Mast sites.
- The Met Mast will not affect any Grid or airway route segment LSALT
- The Met Mast will not have an impact on controlled or designated airspace

- Whilst marking the Met Mast is not mandatory, the provision of obstacle marking should be considered to ensure the narrow mast can be readily identified by pilots flying at low level in the area surrounding it.
- The following markings are recommended to be implemented in consideration of potential day VFR aerial work operations in accordance with NASF Guideline D, as shown in Figure 5 (Source: Part 139 MOS):
 - o Obstacle marking for at least the top 1/3 of the mast and be painted in alternating contrasting bands of colour
 - o Marker balls or high visibility flags or high visibility sleeves placed on the outside guy wires
 - o Guy wire ground attachment points in contrasting colours to the surrounding ground/vegetation.

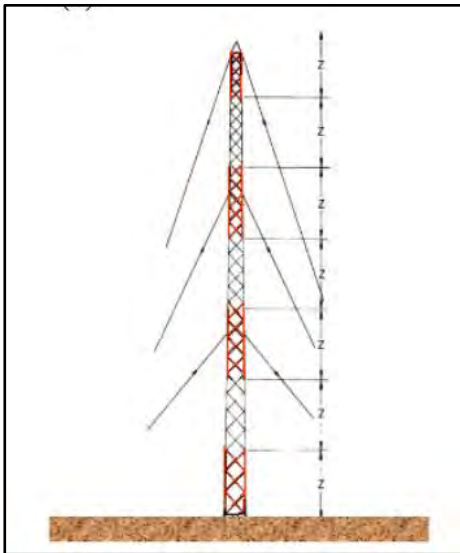


Figure 5 CASA Figure 8.110 (5) Markings

- Providing an obstacle light on top of the Met Mast is not mandatory, but the provision of obstacle lighting should be considered to ensure that the narrow mast can be more readily identified by pilots in low light atmospheric conditions and at night.
- Due to exceeding 100 m AGL, details of the Met Mast must be reported to CASA as soon as practicable after forming the intention to construct or erect the proposed object or structure in accordance with CASR Part 139.165(1)(2).
- Final location and height details of the Met Mast coordinates and elevation should be provided to Airservices Australia, by submitting the form at this webpage:
https://www.airservicesaustralia.com/wp-content/uploads/ATS-FORM-0085_Vertical_Obstruction_Data_Form.pdf to the following email address:
airport.developments@airservicesaustralia.com

If you wish to clarify or discuss the contents of this correspondence, please get in touch with me on 0424 110 501.

Kind regards



Peter White

Manager - Aviation Safeguarding

30 May 2025

10.2 TECHNICAL & RURAL SERVICES

10.2.1 TOWNSCAPE ADVISORY COMMITTEE – MINOR ENTRY STATEMENTS

File Reference	26.3.8
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	19 August 2025
Author	Torre Evans – Executive Manager Technical & Rural Services
Authorising Officer	Dale Stewart – Chief Executive Officer
Attachments 1. Minor Entry Statement – Concept Design	

Summary

The Townscape Advisory Committee (TAC) are recommending to Council a concept design (see Attachment 1) for five (5) minor entry statements located in Highbury and Narrogin, to replace existing silo and other entry statements.

Should Council resolve to accept the minor entry statement concept, then the Administration will implement the project with funding contained within the 2025/26 Budget of up to \$25,000 allocated to Public Art Strategy Implementation.

Background

As part of the adopted Ten Year Public Art Program 2024 – 2034, the replacement of entry statements features as a project. The TAC has identified this project as a high priority and has subsequently informally discussed this with elected members at a recent Monthly Briefing Session (MBS) meeting to gauge elected members support, whereby the concept was supported in principle.

At the TAC meeting held 18 August 2025, a concept design for minor (small) entry statements, was presented to the TAC by a TAC member. The TAC was in consensus with the concept designs and recommended that they be presented to Council for resolution.

The TAC and Administration thought that the cost to produce the minor entry statements was very reasonable.

Consultation

Consultation for replacement entry statements was discussed with Elected Members at a recent MBS meeting by the TAC Elected Member representatives, where the concept was supported.

Further consultation has occurred with the:

- Townscape Advisory Committee; and
- Chief Executive Officer.

The Administration is of the view that whilst the TAC supports the concept as illustrated in Attachment 1, the recommendation is to proceed with a simple community consultative process to gauge the opinion of the community prior to proceeding.

Statutory Environment

The replacement of the Shire's existing town entry statements is subject to compliance with the Local Government Act 1995, planning and building regulations, and any relevant policies of the Shire of Narrogin, where there are none known that relate.

Where town entry statements are located on or adjacent to road reserves managed by Main Roads WA (MRWA), approvals may also be required from MRWA to ensure compliance with road safety and visibility standards.

Policy Implications

Council's Policy Manual includes Policy 1.14 – Community Engagement Charter, which should be considered prior to the removal of the current entrance statements and installation of new ones.

It is acknowledged that some members of the community may view the proposed removal and replacement of the existing entrance statements as unnecessary. To ensure transparency and provide an opportunity for community input, the Administration proposes a 30-day public advertising period. Notification would be provided via the Shire's website, Facebook page, the Highbury General Store, and through the Highbury District Community Council Inc.

Sustainability & Climate Change Implications

Environmental - There are no significant identifiable environmental impacts arising from adoption of the officer's recommendation.

Economic - There are no significant identifiable economic impacts arising from adoption of the officer's recommendation.

Social - The installation of town entry statements is expected to deliver positive social outcomes for the Shire and wider community. Such statements contribute to a stronger sense of identity and civic pride by visually representing the character and values of the town. They create a welcoming impression for residents, visitors and potential investors, reinforcing the town's profile as a vibrant and attractive place to live, work and visit. Town entry statements can also encourage community connectedness, as they often become a source of local pride and a symbol of belonging, while enhancing the town's overall visual amenity.

Financial Implications

Through a cost enquiry by one of the TAC members with a local steel fabricator, regarding the concept design at Attachment 1, the indicative costing given was \$2,000 ex GST each, to supply the design inclusive of rustic steel sign, mini orb backing, laser cut lettering and upright posts.

Landscaping similar to the concept design with two grass trees (*Axanthorrhoea*) and some locally sourced granite rocks, would take the total for each of the five minor entry statements to around \$5,000.

The total cost of up to \$25,000 municipal funding for the five minor entry statements is contained in the 2025/26 Budget, under Other Culture, Job IO113.

Strategic Implications

Shire of Narrogin Strategic Community Plan 2017-2027		
Objective:	1.	Economic Objective (Support growth and progress, locally and regionally)
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

Risk Implications

Risk	Risk Likelihood	Risk Impact / Consequence	Risk Rating	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
If Council resolves to proceed with the TAC recommendation without undertaking a community consultation process, it may be perceived as a failure to provide appropriate community engagement.	Possible (3)	Moderate (3)	Medium (5-9)	Engagement Practices	Implement an appropriate consultative process prior to proceeding with construction.

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

Council is presented with a concept design (see Attachment 1) from the TAC, for five minor entry statements, to replace existing silo and other entry statements. The proposed five locations are at:

- Highbury x 2, one at either end of the Highbury townsite on Great Southern Highway (GSH). Instead of Welcome to Narrogin, the entry will read Welcome to Highbury with the Shire logo on it and keeping the same theme as the other three. Replaces two current entry signs;
- Narrakine Road at the junction of Fleay Road. Replaces a silo entry statement;
- Narrogin Harrismith Road on entry to town. This is a new entry statement not replacing one; and
- Williams Kondinin Road (East entry to town from Wickepin). Replaces a silo entry statement.

The attached design has been indicatively costed by a local steel fabricator at \$2,000 ex GST. Add supply of landscaping materials and labour (inhouse) then each minor entry statement would cost around \$5,000 ex GST. There is a provision of \$25,000 in the current 2025/26 Budget for Public Art of which would cover the expense of supply and install of all five minor entry statements.

Should Council resolve to accept the recommendation, then the TAC will commence further discussions and design the remaining three larger entry statements under a similar concept design, and present the design and costings to Council in due course for consideration and resolution.

The 3 larger entry statements are proposed to be located at:

- Williams Kondinin Road (West, near the Cemetery). Replaces a silo entry statement;
- Great Southern Highway (entering from Wagin). Replaces a silo entry statement; and
- Great Southern Highway (entering from Cuballing). Replaces a silo entry statement.

Voting Requirements

Simple Majority

TOWNSCAPE ADVISORY COMMITTEE RECOMMENDATION

That with respect to entry statements for the towns of Narrogin and Highbury, Council:

1. Consider and accept the concept of minor entry statement design at Attachment 1, for locations at
 - Highbury x two (2), one at either end of the Highbury townsite on Great Southern Hwy (GSH). Instead of welcome to Narrogin, the entry will read welcome to Highbury with the Shire logo on it and keeping the same theme as the other three. Replaces two current entry signs;
 - Narrakine Road at the junction of Fleay Road. Replaces a silo entry statement;
 - Narrogin Harrismith Road on entry to town. This is a new entry statement not replacing one; and
 - Williams Kondinin Road (East entry to town from Wickepin). Replaces a silo entry statement;
2. Request the Chief Executive Officer to facilitate the project utilising the funds of up to \$25,000 ex GST, contained in the Budget under Job IO113; and

3. Request the Townscape Advisory Committee to provide a concept design and costings to Council for the three remaining larger entry statements for resolution located at:
 - Williams Kondinin Road (West, near the Cemetery). Replaces a silo entry statement;
 - Great Southern Hwy (entering from Wagin). Replaces a silo entry statement; and
 - Great Southern Hwy (entering from Cuballing). Replaces a silo entry statement.

OFFICER'S RECOMMENDATION & COUNCIL RESOLUTION 270825.03

Moved: Cr R McNab

Seconded: Cr J Pomykala

That, with respect to the recommendation of the Council's Townscape Advisory Committee regarding the replacement of the entry statements for the towns of Narrogin and Highbury at an indicative cost of \$25,000, Council:

1. Endorse the concept in principle; and
2. Prior to making a final decision, advertise the proposal and indicative cost on the Shire's website and Facebook page, and refer it to the Highbury District Community Council Inc. for a period of 30 days, to invite community feedback.

AMENDMENT

Moved Cr Pomykala

Seconded: Cr M Fisher

That the following words be added after the word 'principle' in Point 1 ' , noting that the Williams-Kondinin Road Eastern entrance be proposed as a large entrance statement'.

CARRIED 5/1

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

Against: Cr Wiese

THE AMENDED MOTION BECAME THE SUBSTANTIVE MOTION

That, with respect to the recommendation of the Council's Townscape Advisory Committee regarding the replacement of the entry statements for the towns of Narrogin and Highbury at an indicative cost of \$25,000, Council:

1. Endorse the concept in principle, noting that the Williams-Kondinin Road Eastern entrance be proposed as a large entrance statement; and
2. Prior to making a final decision, advertise the proposal and indicative cost on the Shire's website and Facebook page, and refer it to the Highbury District Community Council Inc. for a period of 30 days, to invite community feedback.

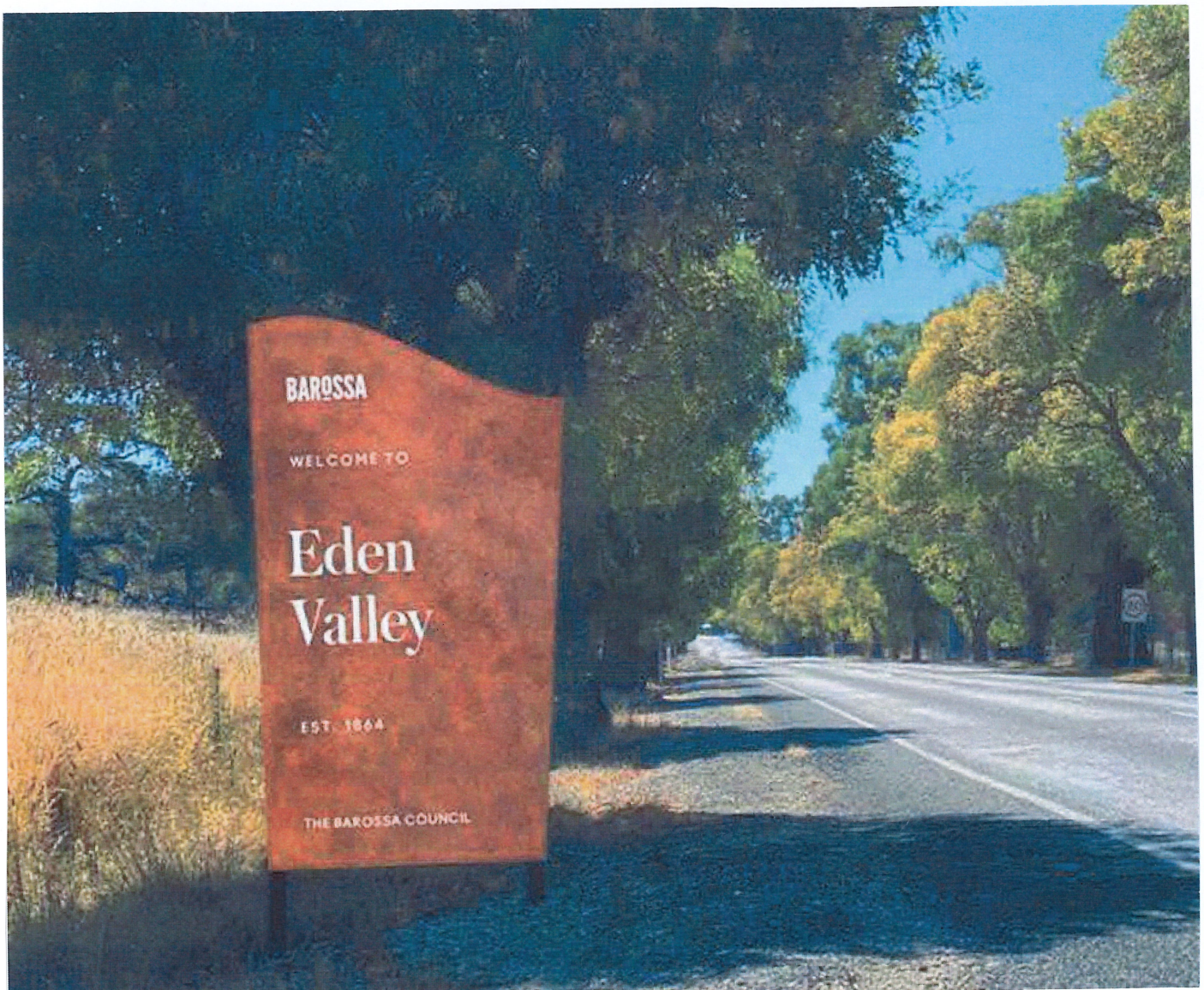
CARRIED 6/0

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

Against: Nil

ENTRY STATEMENTS

OUR INSPIRATION





RUSTED METAL
FRONT

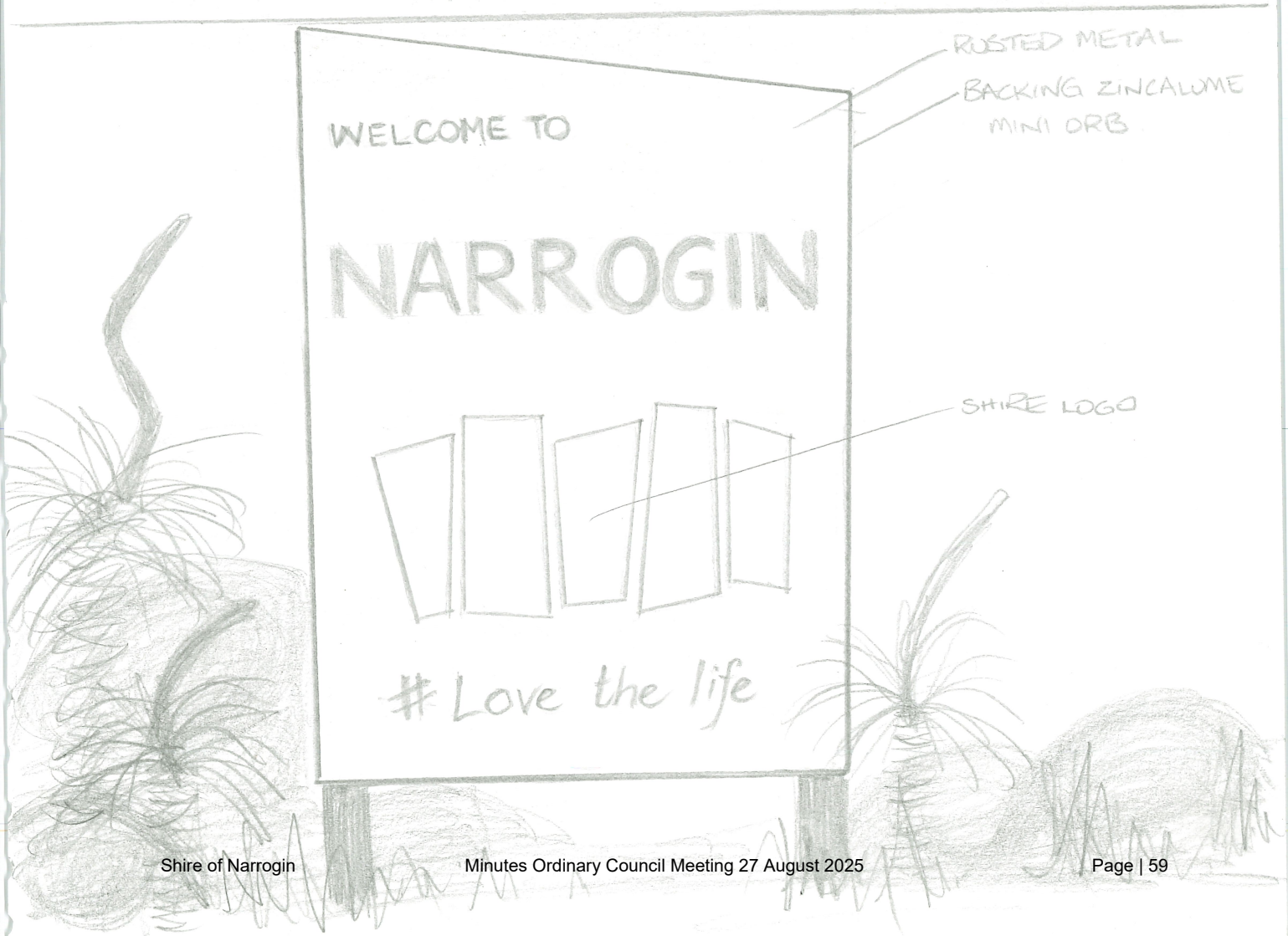
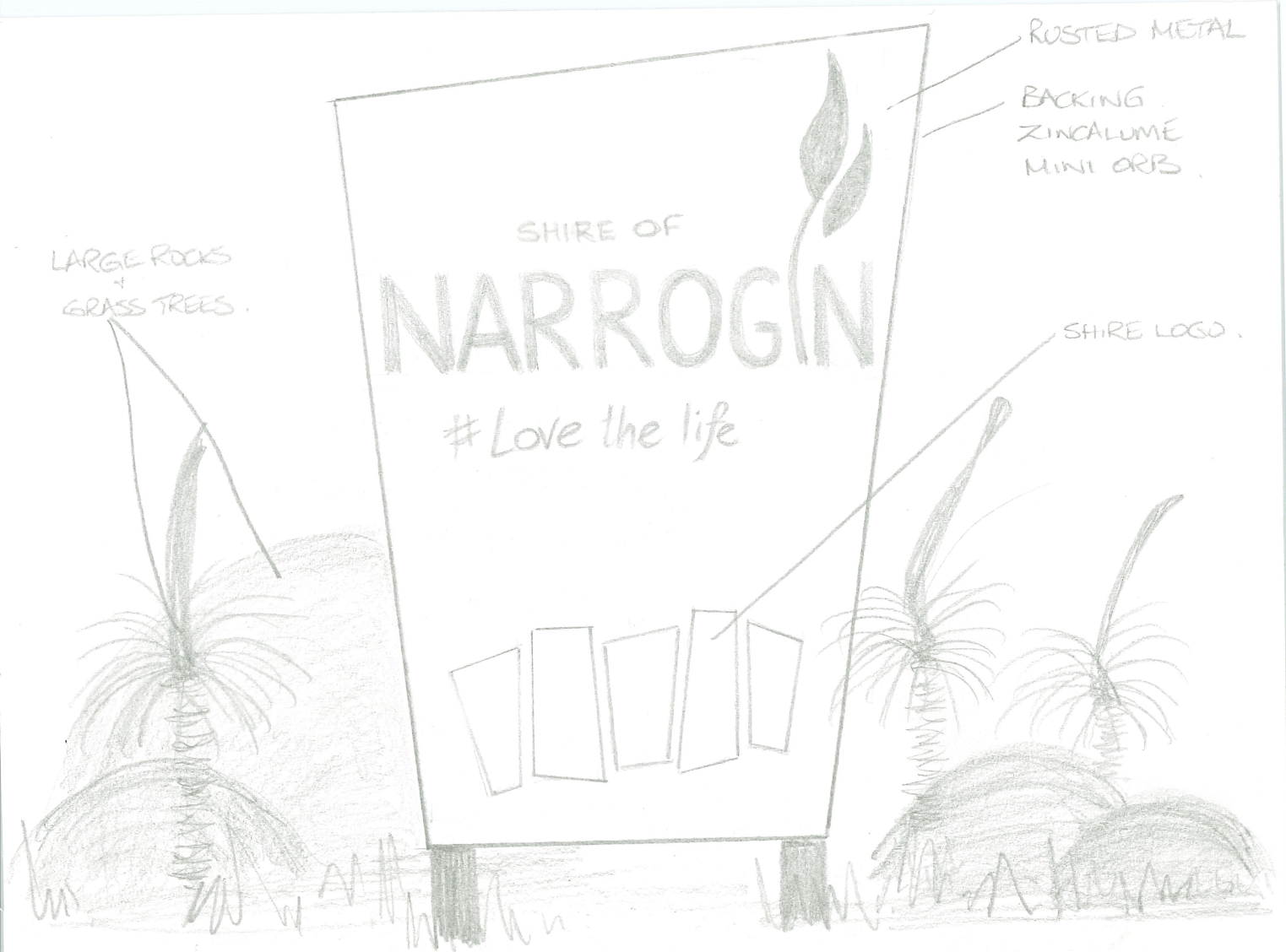
ZINCALUME MINI ORB
BACKING

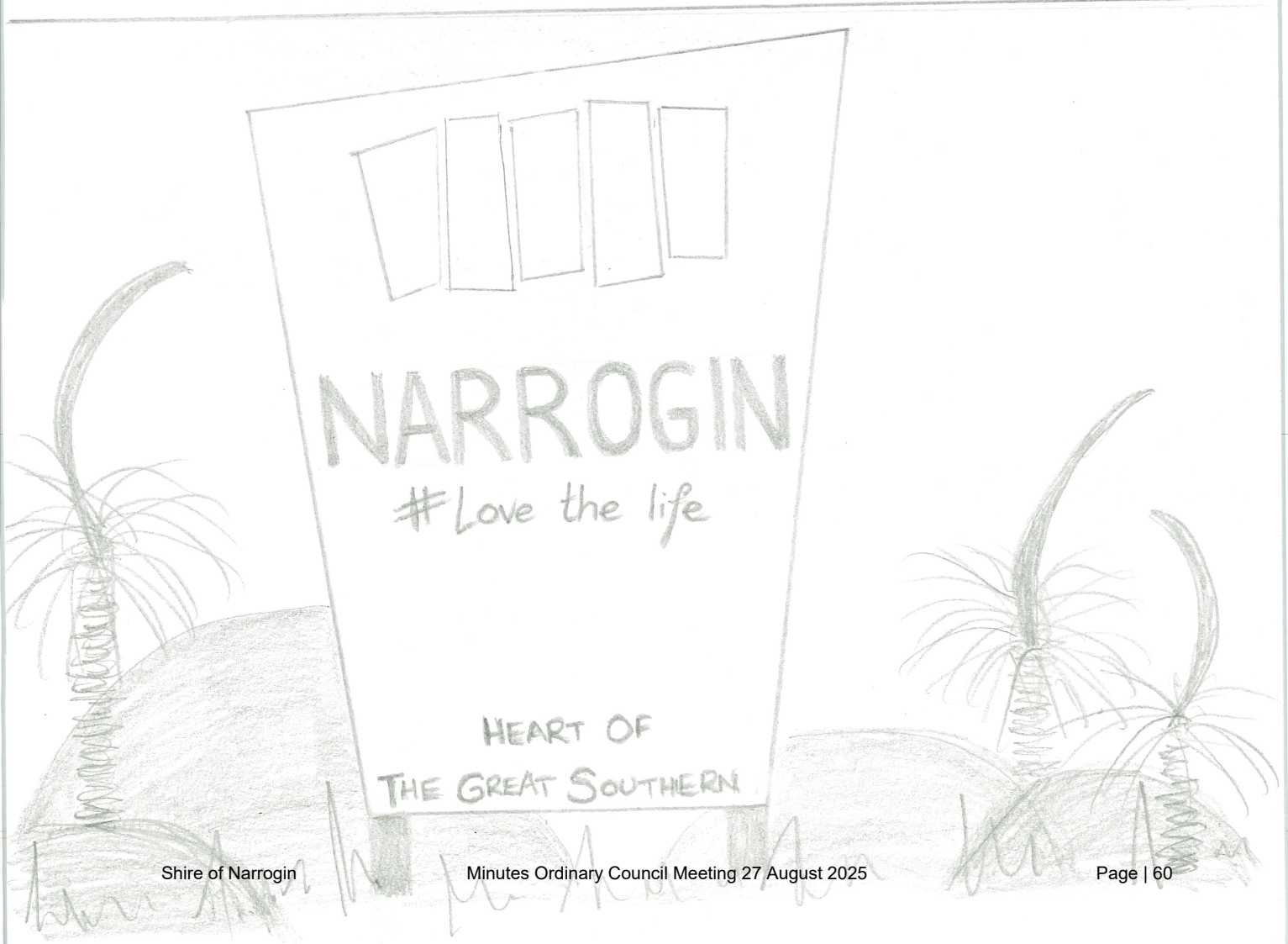
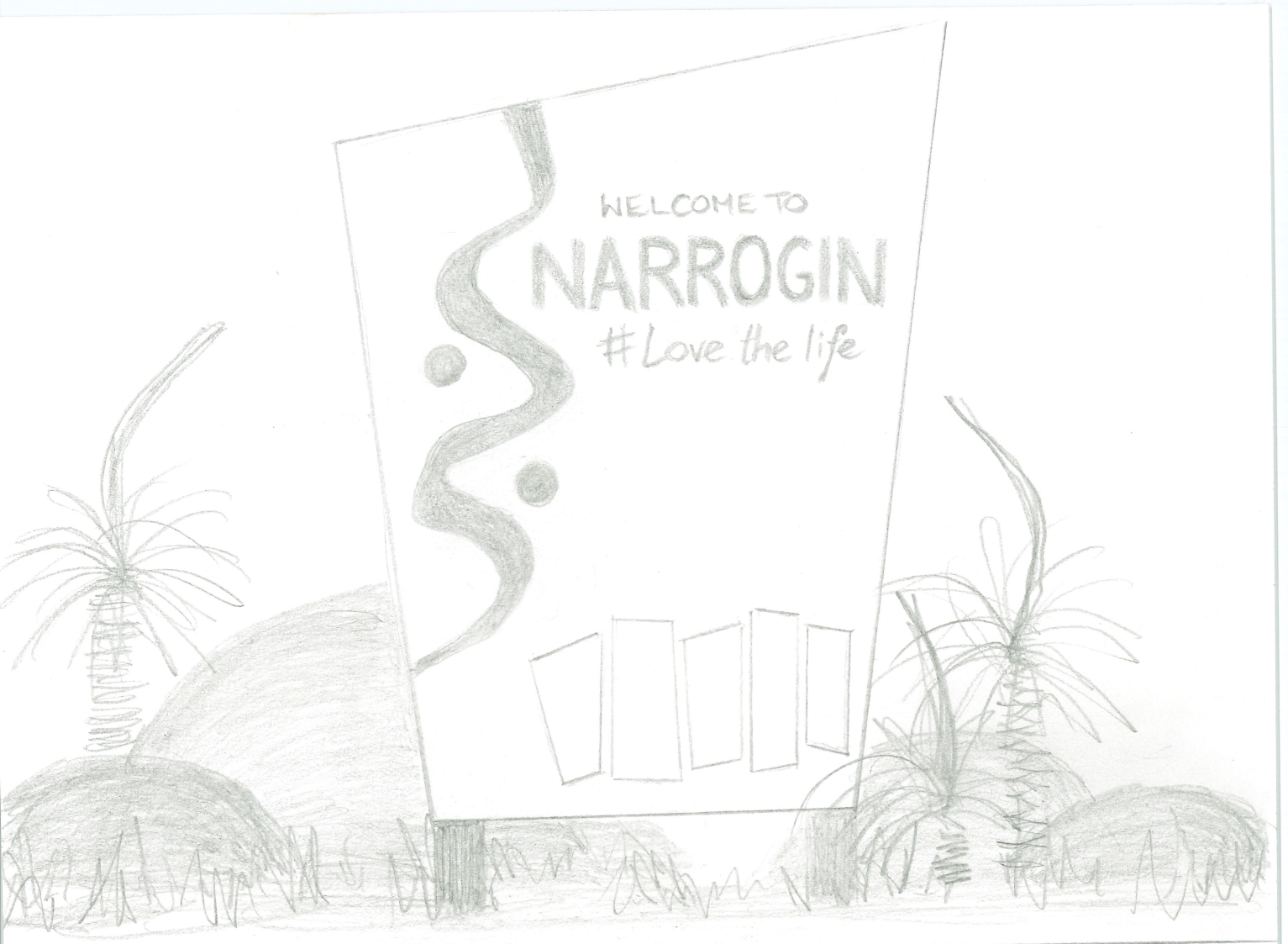




Shire of
Narrogin

Love the life





ENTRY STATEMENTS

SPECIFICATIONS

- * 2.8m x 2.2m
- * SPACE BETWEEN FRONT OF SIGN & BACKING TO ALLOW DEBRIS TO FALL THROUGH

LANDSCAPING

- * LARGE - MEDIUM SIZE BOULDERS/ROCKS EITHER SIDE OF SIGN
- * GRASS TREES & NATIVE PLANTS

MATERIALS

- * RUSTED METAL
- * ZINCALUME MINI ORB BACKING

DESIGN SCRIPT

- * WELCOME TO NARROGIN
- * NARROGIN
- * SHIRE OF NARROGIN
- * IF LOVE THE LIFE.
- * SHIRE LOGO

10.2.2 AWARDING REQUEST FOR QUOTE 25/26 – 01 SUPPLY OF BITUMINOUS SEALS

File Reference	28.1.1
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	11 August 2025
Author	John Warburton – Manager Operations
Authorising Officer	Torre Evans – Executive Manager Technical & Rural Services
Attachments 1. List of Roads – Fulton Hogan Price Schedule (Commercial in Confidence – Under Separate Cover) 2. Evaluation Matrix (Commercial in Confidence – Under Separate Cover)	

Summary

Council is requested to consider awarding the Request For Quote (RFQ 25/26-01) Supply of Bituminous Seals, to Fulton Hogan Industries Pty Ltd, for the sum of \$868,311.18 excluding GST, to undertake various road seal projects as contained within the 2025/26 Budget and as listed in Attachment 1.

Background

The 2025/26 Budget lists road sealing works (Attachment 1) which are part of ongoing maintenance and preservation of road assets within the Shire and in accordance with Council's adopted Ten Year Road Program 2025-2035.

The Manager Operations and the Construction Foreman have conducted a visual inspection of the Shire's road network to confirm that no other roads need to take priority over the listed roads in this financial year.

The road seal works need to be completed by contractors with specialised machinery and expertise. The cost of such works was estimated to exceed the \$250,000 expenditure threshold and therefore it was necessary to go to tender or for it to be facilitated through a WALGA RFQ process.

The Road Seal RFQ was facilitated through the WALGA Panel of Preferred Suppliers eQuotes portal, which satisfies the Local Government statutory requirement and Council's Procurement Policy.

Consultation

The roads included in Attachment 1, are the roads identified in the adopted Ten-Year Road Program 2025-35 whereby the Road Reference Group were consulted prior to the adoption of the program by Council.

Officers who have been consulted include:

- Chief Executive Officer;
- Manager Operations;
- Maintenance Foreman; and
- Construction Foreman.

Statutory Environment

The following statutory implications relates:

- Local Government Act 1995 section 3.57 – Tenders for providing goods or services; and
- Local Government (Functions and General) Regulations 1996 Part 4 – Provisions of Goods and Services, Division 2 – Tenders for Providing Goods and Services (section 3.57).

Policy Implications

RFQ 25/26–01 complies with Council Policy – Section 3 Financial Management, 3.1 Purchasing Framework, 3.1(b) Purchasing Thresholds and Requirements.

It is noted that the procurement was facilitated as a compliant eQuote and not as a public tender, consistent with the Local Government (Functions and General) Regulations 1996, Regulation 11A and Council Policy.

Sustainability & Climate Change Implications

Environmental -The project will extend the life of the existing road surface, reducing the need for more extensive reconstruction works in the future and minimising material use and waste. A sealed road surface also reduces dust generation, improving local air quality and lessening impacts on adjoining properties and vegetation.

Economic - Investment in road sealing supports cost-effective asset management by protecting road infrastructure, lowering long-term maintenance costs, and maximising the value of Council's capital works program. Improved road conditions also provide economic benefit to local industry, transport operators and businesses through safer and more efficient vehicle movements.

Social - Upgraded road surfaces improve safety and travel comfort for all road users, while also supporting community connectivity and access to services. Reduced dust levels contribute to a healthier living environment for residents and enhance amenity in rural and townsite areas.

Financial Implications

Fulton Hogan submitted a total price, after compliant seal designs were carried out for seal works, of \$868,311.18 excluding GST. This amount is wholly contained within the materials and contractors component of the various capital road projects within the adopted 2025/26 Budget and an indicative 10% contingency which will be reviewed in the first quarter of 2026.

Strategic Implications

Shire of Narrogin Strategic Community Plan 2017-2027		
Objective	1.	Economic Objective (Support growth and progress, locally and regionally)
Outcome:	1.3	An effective well maintained transport network
Strategy:	1.3.1	Maintain and improve road network in line with resource capacity
Objective	3.	Environment Objective (Conserve, protect and enhance our natural and built environment)
Outcome:	3.4	A well maintained built environment
Strategy:	3.4.1	Improve and maintain built environment

Risk Implications

Risk	Risk Likelihood	Risk Impact / Consequence	Risk Rating	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
That the preferred contractor provides substandard quality work or issues arise relating to managing the awarded contract.	Unlikely (2)	Moderate (3)	Medium (5-9)	Purchasing and Supply	Treat through ensuring that the contractor is in full compliance with the RFQ specifications and officers manage/ monitor the contractor's performance.

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 six (6) 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 Road Seal RFQ was advertised through the WALGA eQuotes Portal from 1 July 2025 to 31 July 2025. The RFQ document was sent to five WALGA preferred suppliers through the WALGA eQuotes portal as follows:

- Fulton Hogan Industries Pty Ltd;
- Colas Western Australia Pty Ltd;
- Boral Resources (WA) Ltd;
- Bitutek Pty Ltd; and
- Downer Edi Works Pty Ltd.

Out of the five companies requested to quote, four submitted quotes – with Colas Western Australia Pty Ltd, not making a submission.

All four companies that provide a quote are prequalified WALGA preferred suppliers and have relevant experience for these works. All four submissions received were deemed to be compliant based on the specifications contained within the RFQ.

The RFQ was evaluated on 80% Price, 10% Previous Experience and 10% Work Health & Safety (WHS) and assessed on the information and documentation provided in the suppliers' submissions as requested in the selection criteria and based on predetermined bitumen application rates for each road contained in Attachment 1, so that suppliers were quoting on an equal basis. The predetermined bitumen application rates for roads contained in Attachment 1 are estimates based on the Manager Operation's experience and judgement however these may vary slightly from a compliant seal design that would be conducted by the preferred contractor.

An evaluation panel was formed that consisted of Executive Manager Technical & Rural Services and the Manager Operations.

The Combined Assessment Scores for the four compliant submissions are illustrated below:

Contractor	Assessment Score
Fulton Hogan	84.0%
Boral	82.4%
Downer	79.8%
Bitutek	72.8%

Fulton Hogan's submission was scored the highest and is the best value submission from this procurement process.

Fulton Hogan have previously been successful with the Shire's road seal RFQ and have provided good quality workmanship and have been able to meet all criteria as set out in the RFQ specifications including works delivery timelines.

Voting Requirements

Simple Majority

OFFICER'S RECOMMENDATION & COUNCIL RESOLUTION 270825.04

Moved: Cr T Wiese

Seconded: Cr M Fisher

That with respect to RFQ 25/26 – 01 Supply of Bituminous Seals, Council:

1. Award the works to Fulton Hogan Industries Pty Ltd, for the sum of \$868,311.18 excluding GST; and
2. Authorise the Chief Executive Officer to execute and manage the contract, including any variations, providing these variations do not exceed the total allocated seal provision within the 2025/26 Budget.

CARRIED 6/0

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

Against: Nil

10.3 CORPORATE & COMMUNITY SERVICES

10.3.1 SCHEDULE OF ACCOUNTS PAID – JULY 2025

File Reference	12.1.1
Disclosure of Interest	The Author has a Financial Interest as a Creditor/Supplier.
Applicant	Nil
Previous Item Numbers	Nil
Date	18 August 2025
Author	Belinda Knight – Manager Corporate Services
Authorising Officer	Ian Graham – Executive Manager Corporate & Community Services
Attachments 1. Schedule of Accounts Paid –July 2025	

Summary

Council is requested to note the payments as presented in the Schedule of Accounts Paid for July 2025.

Background

Pursuant to *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.

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 significant identifiable environmental impacts arising from adoption of the officer's recommendation.

Economic - There are no significant identifiable economic impacts arising from adoption of the officer's recommendation.

Social - There are no significant identifiable social impacts arising from adoption of the officer's recommendation.

Financial Implications

All expenditure has been approved via adoption of the 2025/26 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)
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 present a detailed listing of payments in the prescribed form would result in non-compliance with the <i>Local Government (Financial Management) Regulations 1996</i> , 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; occupational 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 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 Schedule of Accounts Paid for July 2025 is presented to Council for notation. Below is a summary of activity:

July 2025 Payments		
Payment Type	\$	%
Cheque	0.00	0.00
EFT (incl Payroll)	1,035,138.82	73.04
Direct Debit	382,130.80	26.96
Credit Card	0.00	-
Fuel Card	0.00	-
Store Cards	0.00	-
Total Payments	1,417,269.62	100.00

Regional Payments	\$	%
Non Local/Statutory	823,034.55	58.07
Local Suppliers	313,657.87	22.13
Payroll	280,577.20	19.80
Total	1,417,269.62	100.00

Voting Requirements

Simple Majority

OFFICER'S RECOMMENDATION & COUNCIL RESOLUTION 270825.05

Moved: Cr C Bartron

Seconded: Cr J Pomykala

That with respect to the Schedule of Accounts Paid for July 2025, Council note the Report as presented.

CARRIED 6/0

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

Against: Nil

ACCOUNTS PAID - JULY 2025

Chq/EFT	Date	Name	Description	Invoice Amount	Payment Total	Type
774 011123523755	01/07/2025 01/07/2025	Department of Transport	Renewal of all Shire Fleet Vehicles - 01/07/2025 - 30/06/2025	\$22,749.65	\$22,749.65	
EFT25844	02/07/2025	Australian Services Union Western Australian Branc	Payroll Deductions/Contributions		\$26.50	
107	30/06/2025		Union Fees	\$26.50		
EFT25845	02/07/2025	Department of Human Services	Payroll Deductions/Contributions		\$385.37	
107	30/06/2025		Child Support	\$385.37		
EFT25846	02/07/2025	Metal Artwork Badges	Name Badges - Staff	\$26.84	\$26.84	
29734	11/12/2025					
EFT25847	02/07/2025	Shire of Serpentine Jarrahdale	Long Service Leave Liability Recoup	\$1,116.61	\$1,116.61	
003499	14/05/2025					
EFT25848	02/07/2025	Trevor Dean Beattie	Rates refund for assessment A148900	\$3,109.99	\$3,109.99	
A148900	30/06/2025					
EFT25849	04/07/2025	Borgas Engineering Pty Ltd	Crane Hire for Goal Post Maintenance	\$1,457.50	\$1,457.50	
9279	25/05/2025					
EFT25850	04/07/2025	Clive Malcolm Bartron	Member's Sitting Fees - Quarter ended June 2025	\$2,727.00	\$2,727.00	
20250630	30/06/2025					
EFT25851	04/07/2025	Corasaniti Constructions	Supply and reconstruct the Lime Stone Entry to the Narrogin Industrial Area	\$7,447.00	\$7,447.00	
INV 0264	30/06/2025					
EFT25852	04/07/2025	Daimler Trucks Perth	Supply only Service Filters	\$318.34	\$318.34	
XA980077732 01	26/06/2025					
EFT25853	04/07/2025	Department of Primary Industries & Regional Development	Refund - Traineeship Grant funds 2023/2024	\$33,300.28	\$33,300.28	
8931171	30/06/2025					
EFT25854	04/07/2025	Elgas	NRLC - Gas Supplied	\$5,107.89	\$5,107.89	
0361049930	25/06/2025					
EFT25855	04/07/2025	Graham Kenneth Broad	Deputy President's Allowance - Quarter ended June 2025	\$4,271.19	\$4,271.19	
20250630	30/06/2025					
EFT25856	04/07/2025	Hancocks Home Hardware	2 x Key cut for Parks & Gardens	\$8.00	\$8.00	L
10015081	04/06/2025					
EFT25857	04/07/2025	Ikes Home Improvement & Glass Centre	Replace safety glass at Old Kindy Replace safety glass at Narrogin Library	\$1,691.36	\$1,691.36	
00031913	30/06/2025					
EFT25858	04/07/2025	Independence Australia Group	CHCP - Continence Products CHCP - Continence Products	\$280.50 \$331.00	\$611.50	
82921541 01	27/06/2025					
82921553 01	27/06/2025					
EFT25859	04/07/2025	JH Computer Services	IT Contract - June 2025	\$46,577.59	\$46,577.59	
005958-D01	31/03/2025		Microsoft 365 Business Premium - April 2025	\$2,312.20		
005959-D01	31/05/2025		Microsoft 365 Business Premium May 2025	\$2,312.20		
005732 D02	04/06/2025		Supply 12 x Acer Laptops	\$19,139.86		
005957-D01	30/06/2025		IT Contract - June 2025	\$16,280.00		
005960-D01	30/06/2025		Microsoft 365 Business Premium June 2025	\$2,312.20		
005961-D01	30/06/2025		Adobe Acrobat Subscription	\$2,365.00		
006016-D01	30/06/2025		NRLC Printer Charges July 24	\$1,856.13		
EFT25860	04/07/2025	Joshua John Pomykala	Member's Sitting Fees - Quarter ended Jun 2025	\$2,642.00	\$2,642.00	
20250630	30/06/2025					
EFT25861	04/07/2025	Leigh Norman Ballard	President's Allowance - Quarter ended June 2025	\$12,506.25	\$12,506.25	
20250630	30/06/2025					
EFT25862	04/07/2025	Mable	HCP - Nursing Care HCP - Nursing Care HCP - Nursing Care	\$97.16 \$356.24 \$712.47	\$1,165.87	
806104106	02/07/2025					
862156116	02/07/2025					
866810108	02/07/2025					
EFT25863	04/07/2025	McKenzie Transport	Delivery of Head Wall & Pipes	\$1,461.24	\$1,461.24	L
15800	20/06/2025					
EFT25864	04/07/2025	McPest Pest Control	Termite Inspection various locations	\$3,355.00	\$3,355.00	
02461	29/05/2025					
EFT25865	04/07/2025	Mivand Pty Ltd	Rates refund for assessment A154	\$1,076.52	\$1,076.52	
A154	30/06/2025					
EFT25866	04/07/2025	Murray John Fisher	Member's Sitting Fees - Quarter ended June 2025	\$2,642.00	\$2,642.00	
20250630	30/06/2025					
EFT25867	04/07/2025	Priya Balakrishnan	Rates refund for assessment A123302	\$1,230.79	\$1,230.79	
A123302	30/06/2025					
EFT25868	04/07/2025	Red Ochre Dreaming Cultural Tours	Aboriginal cultural activities National Reconciliation Week 2025	\$500.00	\$500.00	L
29	09/06/2025					
EFT25869	04/07/2025	Roxanne Rae McNab	Member's Sitting Fees - Quarter ended June 2025	\$2,642.00	\$2,642.00	
20250630	30/06/2025					
EFT25870	04/07/2025	Timothy Robert Wiese	Member's Sitting Fees - Quarter ended June 2025	\$2,727.00	\$2,727.00	
20250630	30/06/2025					
EFT25871	04/07/2025	Workplace Options Australia	Employee Assistance Program 2025/2026	\$4,669.50	\$4,669.50	
INVAUS552	01/06/2025					
EFT25872	08/07/2025	Ampac Debt Recovery (WA)	A340104 - A340104 - A340104 - A230700 - A207100 - A207100 - A207100 - A207100	\$1,123.26	\$1,123.26	
120110	30/06/2025					
EFT25873	08/07/2025	Belinda Knight	Acting MCS - June 2025	\$13,200.00	\$21,384.00	
BK232	30/06/2025		Accounts Payable Services - June 2025	\$8,184.00		
BK233	30/06/2025					
EFT25874	08/07/2025	Daimler Trucks Perth	Supply only Service Filters for Truck NO4846	\$307.83	\$307.83	
XA980078184 01	02/07/2025					
EFT25875	08/07/2025	Easifleet	ITC Salary Sacrifice	\$1,608.25	\$1,608.25	
20250702	02/07/2025		Novated leases - Various Employees	\$1,608.25		
EFT25876	08/07/2025	Elgas	Gas supplied - Caravan Park Gas supplied - Caravan Park Gas supplied - Caravan Park	\$146.04 \$788.05 \$64.90	\$998.99	
0363553582	01/07/2025					
0363553589	01/07/2025					
1611218315	01/07/2025					
EFT25877	08/07/2025	Great Southern Fuel Supplies	Vanelius M/Fleet Engine Oil	\$1,197.43	\$1,197.43	
19020863	01/07/2025					
EFT25878	08/07/2025	Integrated ICT	Admin IT - Exclaimer Signature Cloud	\$196.10	\$196.10	
38444	30/06/2025		Service period - June 2025	\$196.10		

86	EFT25879	08/07/2025	Kalinder Family Trust T/a Sports Power Narrogin			\$450.00	L
87	25 00006403	20/06/2025		NRLC - Group Fitness Equipment	\$450.00		
88	EFT25880	08/07/2025	Local Government Works Association			\$3,256.00	
89	5100	16/06/2025		Registration to 27th Annual LGWA Works & Parks Conference - Manager of Operations	\$1,628.00		
90	5101	16/06/2025		Registration to 27th Annual LGWA Works & Parks Conference Construction Foreman	\$1,628.00		
91	EFT25881	08/07/2025	MCG Fire Services			\$682.00	
92	INV 4788	02/07/2025		NRLC site service fee, NRLC Monthly EVAC panel	\$203.50		
93	INV 4745	02/07/2025		Install New PA Mic - Programming	\$478.50		
94	EFT25882	08/07/2025	Monster Ball Amusements and Hire			\$7,290.00	
95	43748819	14/07/2025		Mobile Ice Rink - Winter Wonderland Festival - School Holiday Program	\$7,290.00		
96	EFT25883	08/07/2025	Narrogin Auto Electrics			\$150.00	L
97	270127	13/06/2025		Battery for BBQ at railway dam	\$150.00		
98	EFT25884	08/07/2025	Narrogin Betta Home Living			\$329.00	L
99	25710104067	18/06/2025		NRLC - Coffee Machine	\$329.00		
100	EFT25885	08/07/2025	Narrogin Chamber Of Commerce			\$330.00	L
101	INV-0394	26/05/2025		Chamber of Commerce - 2025/2026 Membership	\$330.00		
102	EFT25886	08/07/2025	Narrogin Earthmoving & Concrete Pty Ltd Atf The McNab Family Trust			\$3,181.53	L
103	IV00000003507	01/07/2025		Cemetery Grave Digging - 50 t Yellow Sand			
104	IV00000003508	01/07/2025		Waste Water Treatment - 25t Yellow Sand	\$2,390.19		
105	EFT25887	08/07/2025	Narrogin Newspower Newsagency			\$272.24	L
106	SN00 1363 3006 2025	30/06/2025		Newspapers April - June 2025	\$272.24		
107	EFT25888	08/07/2025	Narrogin Packaging			\$987.69	L
108	00093121	07/03/2025		NRLC - Materials	\$144.20		
109	00094600	26/03/2025		Caravan Park - General purchases	\$710.85		
110	00095196	30/06/2025		Cleaning Goods	\$132.64		
111	EFT25889	08/07/2025	Narrogin Toyota			\$290.00	L
112	JC24047833	01/07/2025		30,000KM Service - NO001	\$290.00		
113	EFT25890	08/07/2025	Omnicom Media Group Australia Pty Ltd			\$1,746.06	
114	1850472	31/05/2025		Advertising			
115	1850473	31/05/2025		Social Impact Assessment - Narrogin Observer 19 June 2025	\$552.59		
116	1850474	31/05/2025		Executive Manager Planning & Sustainability Advertisement - The West Australian	\$569.31		
117				RFT 2024/25-02 Supply and Install Accommodation Units at Narrogin Caravan Park	\$624.16		
118	EFT25891	08/07/2025	PFD Food Services Pty Ltd			\$513.70	
119	LQ592984	01/07/2025		NRLC - Kiosk Stock	\$513.70		
120	EFT25892	08/07/2025	Perfect Gym Solutions			\$907.50	
121	INV270004106	01/07/2025		NRLC Perfect Gym package - July 2025	\$907.50		
122	EFT25893	08/07/2025	Readytech			\$95,008.62	
123	INITV042197	20/05/2025		IT Vision Annual Subscription 2025/26	\$95,008.62		
124	EFT25894	08/07/2025	Road and Traffic Services Pty Ltd			\$28,450.73	
125	9228	26/06/2025		WSFN 332 Line marking for Wandering Road	\$28,450.73		
126	EFT25895	08/07/2025	Waterlogic Australia			\$66.41	
127	4895250	01/07/2025		NRLC - Water Cooler Rental - 01/07/2025 - 31/07/2025	\$66.41		
128	EFT25896	17/07/2025	Air Response			\$3,077.00	
129	159108A	04/07/2025		Admin Building - Supply & Install Air Conditioner to Front Meeting Room	\$3,077.00		
130	EFT25897	17/07/2025	Allans Bobcat And Truck Hire			\$440.00	
131	00001791	02/06/2025		Cemetery Grave Digging 07/05/2025	\$440.00		
132	EFT25898	17/07/2025	Argus Pest Control			\$660.00	
133	INV 1060	05/06/2025		CHSP - Spray for Spiders & Bait Mice and Rats	\$660.00		
134	EFT25899	17/07/2025	BMR Mechanical Pty Ltd			\$11,018.05	
135	INV 4005	14/07/2025		NO2 - Nissan tip truck - remove gear box & rebuild clutch	\$11,018.05		
136	EFT25900	17/07/2025	Cardering			\$388.00	
137	413	05/07/2025		HCP - Functional Assessment	\$388.00		
138	EFT25901	17/07/2025	Coca Cola Euro Pacific			\$547.07	
139	0237100173	09/07/2025		NRLC - Kiosk Stock	\$547.07		
140	EFT25902	17/07/2025	David Evenis			\$17.00	
141	20250704	04/07/2025		DCVC - Ernie Book sales	\$17.00		
142	EFT25903	17/07/2025	Deborah Jane Old			\$12.75	
143	20250704	04/07/2025		DCVC - Beeswax Lip Balm	\$12.75		
144	EFT25904	17/07/2025	Earl Street Physiotherapy			\$90.00	L
145	0052589	02/07/2025		HCP - Standard Physio Consultation	\$90.00		
146	EFT25905	17/07/2025	Gemma Crafts			\$38.12	L
147	20250704	04/07/2025		DCVC - Kitchen Boas, Kitchen Hand Towels	\$38.12		
148	EFT25906	17/07/2025	Great Southern Window Cleaning Services			\$550.00	
149	009	03/07/2025		NRLC - window cleaning in John Higgins - July 2025	\$550.00		
150	EFT25907	17/07/2025	Halyna Kozina			\$19.55	L
151	20250709	09/07/2025		DCVC - Plush Animal Toy	\$19.55		
152	EFT25908	17/07/2025	Helen Elliott			\$71.40	L
153	20250704	04/07/2025		DCVD - Various postcards	\$71.40		
154	EFT25909	17/07/2025	Independence Australia Group			\$515.40	
155	82930720 01	02/07/2025		CHCP - Fortisip Compact Protein Drink	\$242.40		
156	82931405 01	03/07/2025		CHCP - Ensure Plus Vanilla Rbp 200ml Bottle	\$273.00		
157	EFT25910	17/07/2025	Keeling Electrical Group			\$3,784.99	L
158	1868	09/07/2025		Re-Instate 1 Existing Light Pole Thomas Hogg Oval	\$3,784.99		
159							

160	EFT25911	17/07/2025	Lite n' Easy			\$1,857.39	
161	8085980	01/07/2025		HCP - Lite n Easy	\$105.80		
162	8086263	01/07/2025		HCP - Lite n Easy	\$191.83		
163	8066351	01/07/2025		HCP - Lite n Easy	\$103.42		
164	8082764	01/07/2025		HCP - Lite n Easy	\$91.13		
165	8083663	01/07/2025		HCP - Lite n Easy	\$339.20		
166	8084125	01/07/2025		HCP - Lite n Easy	\$91.13		
167	8085847	01/07/2025		HCP - Lite n Easy	\$138.07		
168	8085861	01/07/2025		HCP - Lite n Easy	\$138.07		
169	8056388	08/07/2025		HCP - Lite n Easy	\$190.11		
170	8094661	08/07/2025		HCP - Lite n Easy	\$89.07		
171	8095835	08/07/2025		HCP - Lite n Easy	\$138.07		
172	8099037	08/07/2025		HCP - Lite n Easy	\$138.07		
173	8076402	08/07/2025		HCP - Lite n Easy	\$103.42		
	EFT25912	17/07/2025	Local Health Authorities Analytical Committee				
174						\$1,188.29	
175	MA2025 092	09/07/2025		HEALTH - Analytical Expenses 2025/26	\$1,188.29		
176	EFT25913	17/07/2025	MC & SP Russell			\$51.00	L
177	20250704	04/07/2025		DCVC - Narrogin Fauna	\$51.00		
178	EFT25914	17/07/2025	Mable			\$1,748.80	
179	862156117	09/07/2025		HCP - Nursing Care	\$388.62		
180	866810109	09/07/2025		HCP - Nursing Care	\$421.01		
181	903402106	09/07/2025		HCP - Nursing Care	\$97.16		
182	917241101	09/07/2025		HCP - Nursing Care	\$259.08		
183	924045100	09/07/2025		HCP - Nursing Care	\$582.93		
184	EFT25915	17/07/2025	Makit Narrogin Hardware			\$74.90	
185	116603	05/06/2025		Animal Pound - goods	\$74.90		
186	EFT25916	17/07/2025	Mensheds Narrogin Incorporated			\$416.50	L
187	20250704	04/07/2025		DCVC - Rail goods merchandise	\$416.50		
188	EFT25917	17/07/2025	Merry Robertson			\$50.15	L
189	20250704	04/07/2025		DCVC -Cards	\$50.15		
190	EFT25918	17/07/2025	NER Finance			\$270.41	
191	NA00212126	16/05/2025		NRLC - Monthly Printer Rental - June 2024	\$270.41		
192	EFT25919	17/07/2025	Narrogin Auto Electrics			\$146.11	L
193	269921	27/05/2025		JD Mower - New Battery	\$146.11		
194	EFT25920	17/07/2025	Narrogin Children & Families Committee			\$1,897.00	L
	INV 0007	09/06/2025		Community Chest - Community Consultation Workshops	\$1,897.00		
195						\$1,030.00	L
196	EFT25921	17/07/2025	Narrogin Gasworx			\$280.00	
197	88994	03/07/2025		CHCP - Aspire Trolley	\$280.00		
198	89253	10/07/2025		CHCP - Aprire Vogue Lightweight 2 Walker	\$750.00		
199	EFT25922	17/07/2025	Narrogin Newpower Newsagency			\$1,158.79	L
200	100000006128	30/04/2025		Admin - Stationery - April 2025	\$1,158.79		
201	EFT25923	17/07/2025	Narrogin Packaging			\$880.40	L
202	00095117	27/06/2025		Various Cleaning Goods - Cleaners	\$332.00		
203	00095241	04/07/2025		Highbury Public Toilets - Cleaning Goods	\$127.00		
204	00095249	04/07/2025		NRLC - Hand Sanitiser	\$89.40		
205	00095315	08/07/2025		Various Public Toilets - Cleaning Goods	\$332.00		
206	EFT25924	17/07/2025	Narrogin Toyota			\$260.15	L
207	OR23041282	15/07/2025		Trimmer Head & Nylon Cord - Whipper Snipper	\$260.15		
208	EFT25925	17/07/2025	Narrogin Valley Stockfeed			\$140.00	L
209	NVS168246	04/07/2025		Pound - Dog food	\$140.00		
210	EFT25926	17/07/2025	PFD Food Services Pty Ltd			\$399.65	
211	LQ662591	08/07/2025		NRLC - Kiosk Stock	\$399.65		
212	EFT25927	17/07/2025	Paul H. Brown			\$85.00	
213	20250331	31/03/2025		DCVC - Brownie the Country Yobbo Book	\$85.00		
214	EFT25928	17/07/2025	T Quip			\$1,971.70	
	140235 6	02/07/2025		NO52 - Mower - Service Filters, Bearing Balls & Blades	\$955.20		
215				NO52 - Mower - Bearing Balls & Blades	\$1,016.50		
216	140390 21	08/07/2025					
217	EFT25929	17/07/2025	WA Hino			\$898.48	
	318356	04/07/2025		NGN339 - Road Sweeper - Lube Kit, Air Filter, Polen Filter	\$510.40		
218				NO4834 - Hino - Lube Kit, Freight	\$388.08		
219	318536	09/07/2025					
	EFT25930	17/07/2025	Wiese's Handyman & Property Maintenance			\$358.72	
220							
	INV 0114	03/07/2025		NRLC - Maintenance Works in Centre on 03/07/2025	\$358.72		
221							
222	EFT25931	18/07/2025	Basil Joseph Kickett			\$500.00	L
	20250620	20/06/2025		Welcome to Country - WDC Event High School - 20/06/2025	\$500.00		
223							
224	EFT25932	24/07/2025	ASSA ABLOY Australia Pty Limited			\$2,178.54	
225	IN03028062	15/07/2025		Various Buildings - Deadlatch & Padlocks	\$217.13		
226	IN03029414	16/07/2025		Various Buildings - Deadlatch & Padlocks	\$1,961.41		
227	EFT25933	24/07/2025	Aerodrome Management Services			\$1,460.25	
	AMSINV 252179	17/07/2025		Stainless Steel Windsock White Hooped, Windsock Yellow Hooped, Freight	\$1,460.25		
228	EFT25934	24/07/2025	Australian Services Union Western Australian Branc			\$26.50	
229				Payroll Deductions/Contributions			
230	111	16/07/2025		Union Fees	\$26.50		
231	EFT25935	24/07/2025	BKS Electrical Pty Ltd			\$390.50	
	4790	15/07/2025		Fix Light & Replace Light Switch - Caravan park	\$390.50		
232							
	EFT25936	24/07/2025	Bucher Municipal Pty Ltd - McDonald Johnston			\$7,845.05	
233							
	AUINV0008752	30/06/2025		Boom & Turret - Road Sweeper	\$7,845.05		
234	EFT25937	24/07/2025	CRISP Wireless			\$750.00	
235				Bond Refund			
236	T5	17/07/2025		Crisp Wireless	\$750.00		
237							
238	EFT25938	24/07/2025	Centigrade Services			\$8,102.55	
239	424663	07/07/2025		NRLC - Supply and Install New Motor for AC 2	\$8,102.55		
240	EFT25939	24/07/2025	Coca Cola Euro Pacific			\$755.85	
241	0237148757	16/07/2025		NRLC - Kiosk Stock	\$755.85		
242	EFT25940	24/07/2025	Daimler Trucks Perth			\$904.73	
243	XA980078210 01	02/07/2025		Replacement Windows - NGN830	\$904.73		
244	EFT25941	24/07/2025	Department of Human Services			\$493.31	
245	111	16/07/2025		Payroll Deductions/Contributions			
				Child Support	\$493.31		

246	EFT25942	24/07/2025	Earl Street Physiotherapy			\$280.00	L
247	0052867	14/07/2025		HCP - Standard Physio Consultation	\$90.00		
248	0052868	14/07/2025		HCP - Move your Body Program	\$100.00		
249	0053004	21/07/2025		HCP - Standard Physio Consultation	\$90.00		
250	EFT25943	24/07/2025	Elgas			\$3,465.78	
251	0361051826	11/07/2025		NRLC - Gas supplied	\$3,465.78		
252	EFT25944	24/07/2025	Gnarogin Community Garden			\$100.00	L
	0052	17/07/2025		Narrogin Homecare Corporate Membership 2024/2025	\$100.00		
253							
254	EFT25945	24/07/2025	Goodyear Auto Care Narrogin			\$45.00	
255	105600	27/06/2025		Tyre Puncture Repair - Toyota Hilux	\$45.00		
256	EFT25946	24/07/2025	Great Southern Fuel Supplies			\$26,023.95	
257	D2222572	01/07/2025		200L Unleaded	\$343.61		
258	19020966	15/07/2025		Small Plant - 20lt Bar and Chain Oil	\$291.92		
259	D2223839	17/07/2025		15,000 L Diesel	\$25,388.42		
260	EFT25947	24/07/2025	Independence Australia Group	CHCP - Client Purchases		\$427.14	
261	82954532 01	15/07/2025		CHCP - Continence Products	\$427.14		
262	EFT25948	24/07/2025	Industrial Automation			\$2,963.40	
263	SINV 15983	14/07/2025		Standpipes Annual Subscription Fees	\$2,963.40		
264	EFT25949	24/07/2025	Lite n' Easy			\$648.83	
265	8086670	15/07/2025		HCP - Lite n Easy	\$103.42		
266	8106355	15/07/2025		HCP - Lite n Easy	\$91.13		
267	8106459	15/07/2025		HCP - Lite n Easy	\$89.07		
268	8106664	15/07/2025		HCP - Lite n Easy	\$138.07		
269	8106856	15/07/2025		HCP - Lite n Easy	\$89.07		
270	8106943	15/07/2025		HCP - Lite n Easy	\$138.07		
271	EFT25950	24/07/2025	Mable			\$1,840.44	
272	862156118	16/07/2025		HCP - Nursing Care	\$204.67		
273	866810110	16/07/2025		HCP - Nursing Care	\$528.52		
274	906783100	16/07/2025		HCP - Nursing Care	\$183.95		
275	866810111	23/07/2025		HCP - Nursing Care	\$664.22		
276	903402107	23/07/2025		HCP - Nursing Care	\$129.54		
277	917241102	23/07/2025		HCP - Nursing Care	\$129.54		
278	EFT25951	24/07/2025	Makit Narrogin Hardware			\$46.00	L
	116633	23/06/2025		Clayton Rd Oval Building - Goods, Good Shed - Goods	\$46.00		
279							
280	EFT25952	24/07/2025	Market Creations Agency			\$14,971.00	
281	IH19-2	01/07/2025		Council Connect Annual Subscription 2025/26	\$14,971.00		
282	EFT25953	24/07/2025	Narrogin Eagles Sporting Club			\$6,359.00	L
	792	09/07/2025		Thomas Hogg Oval - Completion to work at Toilet Block	\$6,359.00		
283							
284	EFT25954	24/07/2025	Narrogin Earthmoving & Concrete Pty Ltd Atf The McNab Family Trust			\$21,186.00	L
285	IV00000003532	30/06/2025		Supply gravel for backfilling of footpaths	\$21,186.00		
286	EFT25955	24/07/2025	Narrogin Nursery Cafe & Gallery			\$26.00	L
287	27	17/06/2025		Citizenship Ceremony Gift - Kangaroo Paw	\$26.00		
288	EFT25956	24/07/2025	Officeworks Ltd			\$779.13	
	622531002	01/07/2025		NRLC - Cleaning Supplies, NRLC - School Holiday Program Supplies, NRLC - Safety Step	\$779.13		
289							
290	EFT25957	24/07/2025	Parry's Narrogin			\$370.48	L
291	100108	03/07/2025		Works - Personal Protective Clothing	\$370.48		
292	EFT25958	24/07/2025	Projects JSA			\$8,800.00	
293	INV 0147	21/07/2025		Powering WA Submission 1st Payment	\$8,800.00		
294	EFT25959	24/07/2025	Regional Development Australia Wheatbelt Inc	Bond Refund		\$360.00	
295	T5	17/07/2025		Key Hall Bonds	\$360.00		
296	EFT25960	24/07/2025	Seton Australia Pty Ltd			\$408.41	
297	9359395692	01/07/2025		Cleaning Wipes for Gym Equipment	\$408.41		
298	EFT25961	24/07/2025	Stars Cleanin			\$476.00	
299	INV 0007	27/06/2025		Cleaning - 66 Williams Road	\$476.00		
300	EFT25962	24/07/2025	Surgical House Pty Ltd			\$231.96	
	A1017497	02/07/2025		CHCP - Fortisip Compact Protein Tropic Ginger	\$231.96		
301							
302	EFT25963	24/07/2025	United Security Enforcement Corporation			\$158.40	
303	00013559	08/07/2025		CHCP - Alarm Response 02/07/2025	\$158.40		
304	EFT25964	28/07/2025	Lane Buck And Higgins			\$266,796.53	L
305	20250725	25/07/2025		27 Egerton St Acquisition	\$266,796.53		
EFT Total						\$754,561.62	

	Direct Debit	Date	Name	Description	Invoice Amount	Payment Total	Type
306	DD11654.1	08/07/2025	Synergy			\$3,332.10	
307	056 460 840 JUN	18/06/2025		John Higgins Building - Electricity usage - 20/05/2025 to 16/06/2025	\$1,172.97		
308	404 395 070 JUN	18/06/2025		Memorial Park - Electricity usage - 12/04/2025 to 17/06/2025	\$267.86		
309	763 848 990 JUN	18/06/2025		Town Hall - Electricity usage - 12/04/2025 to 17/06/2025	\$1,092.29		
310	211 651 630 JUN	18/06/2025		Sydney Hall Way Park - Electricity supply charge - 15/04/2025 to 17/06/2025	\$130.90		
311	273 233 080 JUN	18/06/2025		13 Hough St - Electricity usage - 15/04/2025 to 17/06/2025	\$523.73		
312	317 492 130 JUN	18/06/2025		66 Williams St - Electricity usage - 12/04/2025 to 17/06/2025	\$144.35		
313	DD11654.2	10/07/2025	Synergy			\$491.64	
314	379 132 780 JUN	20/06/2025		BMX park - Electricity usage - 24/04/2025 to 18/06/2025	\$118.23		
315	900 304 630 JUN	20/06/2025		Michael Brown Park - Electricity supply charge - 17/04/2025 to 19/06/2025	\$129.36		
316	317 746 500 JUN	20/06/2025		Waste Facility - Electricity usage - 24/04/2025 to 18/06/2025	\$244.05		
317	DD11654.3	07/07/2025	Synergy			\$1,270.46	
318	380 018 200 JUN	17/06/2025		8 Parry Crt - Electricity usage - 09/04/2025 to 11/06/2025	\$151.85		
319	436 089 900 JUN	17/06/2025		Lydeker Depot - Electricity usage - 09/04/2025 to 11/06/2025	\$1,118.61		
320	DD11654.4	11/07/2025	Synergy			\$384.79	
321	392 229 670 JUN	23/06/2025		48A Grant St - Electricity usage - 18/04/2025 to 20/06/2025	\$234.38		
322	294 951 900 JUN	23/06/2025		30 Gray St - Electricity usage - 18/04/2025 to 20/06/2025	\$150.41		
323	DD11654.5	16/07/2025	Synergy			\$1,371.23	
324	392 231 460 JUN	26/06/2025		105 Federal St - Electricity usage - 23/04/2025 to 23/06/2025	\$530.85		
325	899 964 040 JUN	26/06/2025		Fairway St Depot (Goods Shed) - Electricity usage - 30/04/2025 to 24/06/2025	\$234.61		
326	228 770 970 JUN	26/06/2025		Fairway Street - Electricity usage - 30/04/2025 to 24/06/2025,	\$605.77		
327	DD11654.6	01/07/2025	Synergy			\$32,908.38	
328	403 301 690 JUN	11/06/2025		NRLC - Electricity usage - 14/05/2025 to 10/06/2025	\$28,713.54		
329	403 301 880 JUN	11/06/2025		Caravan Park - Electricity usage - 14/05/2025 to 10/06/2025	\$4,194.84		
330	DD11654.7	03/07/2025	Synergy			\$1,591.11	
331	403 301 740 JUN	13/06/2025		Admin Office - Electricity usage - 10/04/2025 to 12/06/2025	\$1,455.42		
332	272 793 710 JUN	13/06/2025		Lions Park - Electricity usage - 10/04/2025 to 12/06/2025	\$135.69		
333	DD11654.8	04/07/2025	Synergy			\$1,060.92	
334	407 021 070 JUN	16/06/2025		Shop 1/84 Federal St - Electricity usage - 11/04/2025 to 13/06/2025	\$234.82		
335	456 000 910 JUN	16/06/2025		Museum - Electricity usage - 11/04/2025 to 13/06/2025	\$267.65		
336	614 718 030	16/06/2025		Library - Electricity usage - 11/04/2025 to 13/06/2025	\$429.09		
337	636 073 950 JUN	16/06/2025		History Hall - Electricity supply charge 11/04/2025 to 13/06/2025	\$129.36		

338	DD11654.9	14/07/2025	Synergy			\$1,594.39	
339	104 421 230 JUN	24/06/2025		Gnarrojin Park - Electricity usage - 23/04/2025 to 23/06/2025	\$266.41		
340	759 507 150 JUN	24/06/2025		Thomas Hogg Oval - Electricity usage - 29/04/2025 to 20/06/2025	\$815.05		
341	435 151 360 JUN	24/06/2025		Cafe 45 - Electricity usage - 23/04/2025 to 23/06/2025	\$128.48		
342	997 042 830 JUN	24/06/2025		43 Federal St (CSBP) - Electricity usage - 23/04/2025 to 23/06/2025	\$384.45		
343	DD11655.1	01/07/2025	Les Mills Asia Pacific			\$905.00	
344	LMB1284112	01/07/2025		NRLC Group Fitness Program Licence - July 2025,	\$905.00		
345	DD11679.1 to 11750.1	31/07/2025	Department of Transport			\$285,452.75	
346	T1	31/07/2025		Agency takings	\$285,452.75		
347	DD11763.1	22/07/2025	Synergy			\$110.27	
348	466 353 500 JUL	02/07/2025		Ashworth Cres Park - Electricity usage - 23/04/2025 - 22/04/2025	\$110.27		
349	DD11763.2	23/07/2025	Synergy			\$12,605.73	
350	649 918 430 JUL	03/07/2025		Street Lighting - Electricity usage - 25/05/2025 - 24/06/2025	\$12,605.73		
351	DD11763.4	11/07/2025	Water Corporation			\$270.39	
352	90 07669 30 6 JUN	23/06/2025		Highbury Hall - Water usage - 11/04/2025 - 17/04/2025	\$270.39		
353	DD11763.9	21/07/2025	Synergy			\$362.34	
354	079 492 050 JUL	01/07/2025		Highbury Toilets - Electricity usage - 03/05/2025 - 30/06/2025	\$143.78		
355	393 020 920 JUL	01/07/2025		Highbury Hall - Electricity usage - 03/05/2025 - 27/06/2025	\$218.56		
356	DD11764.2	14/07/2025	Synergy			\$436.80	
357	201 022 030 JUN	24/06/2025		Mackie Park - Electricity usage - 23/04/2025 - 23/06/2025	\$436.80		
358	DD11766.1	22/07/2025	Water Corporation			\$1,676.28	
359	90 07713 22 3 JUL	02/07/2025		Town Hall - Water usage - 01/07/2025 - 31/08/2025	\$502.18		
360	90 07713 97 9 JUL	02/07/2025		39 Federal St - Water usage - 01/07/2025 - 31/08/2025	\$502.18		
361	90 07713 99 5 JUL	02/07/2025		Cafe 45 - Water usage - 01/07/2025 - 31/08/2025	\$671.92		
362	DD11767.2	30/07/2025	Synergy			\$32,996.76	
363	403 301 690 JUL	10/07/2025		NRLC - Electricity usage - 11/06/2025 - 08/07/2025	\$28,550.28		
364	403 301 880 JUL	10/07/2025		Caravan Park - Electricity usage - 11/06/2025 - 08/07/2025	\$4,446.48		
365	DD11768.2	15/07/2025	CRISP Wireless			\$1,455.80	
366	202501005723	01/07/2025		NRLC - Crisp Enterprise Essential - 01/07/2025 - 31/07/2025	\$1,455.80		
367	DD11768.3	15/07/2025	Sandwai Pty Ltd			\$911.08	
368	INV 5224	01/07/2025		CHSP - 01/07/2025 - 31/07/2025, CHCP - 01/07/2025 - 31/07/2025	\$911.08		
369	DD11768.4	26/07/2025	Xero			\$75.00	
370	INV 45214667	26/07/2025		Monthly subscription	\$75.00		
371	DD11654.10	09/07/2025	Synergy			\$113.19	
372	466 353 500 JUN	19/06/2025		Ashworth Cres Park - Electricity supply charge - 23/04/2025 - 17/06/2025	\$113.19		
373	DD11654.11	02/07/2025	Water Corporation			\$252.76	
374	90 07715 472 JUN	11/06/2025		Sydney Hall Park - Water usage - 02/04/2025 to 10/06/2025	\$173.41		
375	90 07721 06 3 JUN	11/06/2025		Waste Facility - Water usage - 02/04/2025 to 10/06/2025	\$79.35		
376	DD11654.13	07/07/2025	Water Corporation			\$202.79	
377	90 10739 54 7 JUN	16/06/2025		Lydeker Depot - Water usage - 08/04/2025 TO 13/06/2025	\$202.79		
378	DD11763.10	17/07/2025	Synergy			\$169.95	
379	208 441 840 JUL	27/06/2025		Community Garden - Electricity usage - 30/04/2025 - 23/06/2025, Community Garden - Electricity supply charge - 30/04/2025 - 23/06/2025	\$169.95		
380	DD11763.11	18/07/2025	Synergy			\$128.89	
381	211 651 630 JUL	30/06/2025		Sydney Hall Way Park - Electricity usage - 15/04/2025 - 16/06/2025, Sydney Hall Way Park - Electricity supply charge - 15/04/2025 - 16/06/2025	\$128.89		
Direct Debit Total						\$382,130.80	

382

Payroll	Name	Description	Invoice Amount	Payment Total
PAYROLL	Payroll	14/07/2025	\$280,577.20	\$280,577.20
TOTAL PAYROLL				\$280,577.20

ABBREVIATIONS			
L	Local Supplier		
		EFT Total*	\$754,561.62 66.38%
		Direct Debit Total	\$382,130.80 33.62%
		Credit Card Total	\$0.00 0.00%
		Trust Total	\$0.00 0.00%
		Coles Card Total	\$0.00 0.00%
		Credit Card Total	\$0.00 0.00%
		Subtotal	<u>\$1,136,692.42</u>
		Term Deposits (TD)	\$0.00
		Payroll Total*	\$280,577.20 100.00%
		Subtotal	<u>\$280,577.20</u>
		Synergy List of Accounts - Municipal Bank	\$1,136,692.42
		Account	
		Payroll	\$280,577.20
		Total	<u>\$1,417,269.62</u> 100.00%
		Non Local Suppliers	\$823,034.55 58.07%
		Local Suppliers	\$313,657.87 22.13%
		Employees	\$280,577.20 19.80%
		Combined Total	<u>\$1,417,269.62</u> 100.00%

10.3.2 MONTHLY FINANCIAL REPORT – JULY 2025

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	19 August 2025
Author	Belinda Knight – Manager Corporate Services
Authorising Officer	Ian Graham – Executive Manager Corporate & Community Services
Attachments 1. Monthly Financial Report for July 2025	

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 notation by Council.

Background

Council is requested to review the July 2025 Monthly Financial Report.

The Monthly Financial Report presented for July 2025 is in the format of a template developed by Moore Australia and the Department Local Government based on the Department's Accounting Manual and the *Local Government (Financial Management) Regulations 1996*.

Consultation

Consultation has been undertaken with the Chief Executive Officer and Executive Manager Corporate and Community Services.

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 significant identifiable environmental impacts arising from adoption of the officer's recommendation.

Economic - There are no significant identifiable economic impacts arising from adoption of the officer's recommendation.

Social - There are no significant identifiable social impacts arising from adoption of the officer's recommendation.

Financial Implications

All expenditure has been approved via adoption of the 2025/26 Annual Budget or resulting from a Council resolution.

Council is requested to review the July 2025 Monthly Financial Report, noting that Council is advised of the following matters:

- Rates received to 31 July 2025 is 2.8% of the total outstanding. It should be noted that of this amount there is approximately \$200K related to Pensioner Rate Deferments.
- The 90+ day debtors remains unchanged with the EMCCS continuing to pursue outstanding amounts.
- Investment in Term Deposits as 31 July 2025 was \$9.55m, as detailed in the Monthly Financial Report (page 16, Investments).

Monthly Summary Information Graphs - as part of our ongoing commitment to financial transparency and effective budget management, some clarification regarding the phasing of expenditure in relation to the budget adopted in July each year is provided.

While the budget provides an annual allocation of funding, actual expenditure throughout the year June not always align perfectly with the anticipated monthly distribution. This is particularly relevant when considering the default phasing of expenditure, which is often spread evenly (at 1/12 per month or an initial 8.33% allocation) depending on the nature of the expenses.

For administrative efficiency, the predicted phasing or timing of expenditure is not adjusted on a month-by-month basis to reflect actual variations. This means that while the financial report (and in particular the graphs) June show timing differences, these are not necessarily an indication of overspending or underspending, but rather a reflection of how expenses naturally fluctuate due to operational requirements, project timelines, and external factors.

It is important to view the financial report with this in mind and understand that variances are a normal part of financial management. The finance team continuously monitors and manages these variations to ensure overall budget integrity and adherence to Council's financial objectives.

Should any material changes arise that require formal budget adjustments, these will be brought to Council for consideration in the usual manner.

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; 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 July 2025 Monthly Financial Report is presented for review.

Voting Requirements

Simple Majority

OFFICER'S RECOMMENDATION & COUNCIL RESOLUTION 270825.06

Moved: Cr M Fisher

Seconded: Cr T Wiese

That with respect to the Monthly Financial Report for July 2025, Council note the Report as presented.

CARRIED 6/0

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

Against: Nil



Shire of
Narrogin
Love the life

SHIRE OF NARROGIN

MONTHLY FINANCIAL REPORT

(Containing the required statement of financial activity and statement of financial position)
For the period ended 31 July 2025

LOCAL GOVERNMENT ACT 1995

LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996

TABLE OF CONTENTS

Statement of financial activity	2
Statement of financial position	3
Note 1 Basis of preparation	4
Note 2 Net current assets information	5
Note 3 Explanation of variances	6

SHIRE OF NARROGIN
STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JULY 2025

	Adopted Budget Estimates	YTD Budget Estimates	YTD Actual	Variance* \$	Variance* %	Var.
Note	(a) \$	(b) \$	(c) \$	(c) - (b) \$	((c) - (b))/(b) %	
OPERATING ACTIVITIES						
Revenue from operating activities						
General rates	6,335,145	6,335,145	6,333,551	(1,594)	(0.03%)	
Rates excluding general rates	12,080	1,006	0	(1,006)	(100.00%)	
Grants, subsidies and contributions	3,736,570	397,452	390,389	(7,063)	(1.78%)	
Fees and charges	3,629,340	1,247,092	1,284,478	37,386	3.00%	
Interest revenue	645,850	27,943	10,004	(17,939)	(64.20%)	▼
Other revenue	450,820	24,943	14,466	(10,477)	(42.00%)	
Profit on asset disposals	100,000	0	89,055	89,055	0.00%	
	14,909,805	8,033,581	8,121,943	88,362	1.10%	
Expenditure from operating activities						
Employee costs	(7,455,910)	(609,611)	(429,133)	180,478	29.61%	▲
Materials and contracts	(4,146,715)	(322,982)	(331,073)	(8,091)	(2.51%)	
Utility charges	(1,309,760)	(150,774)	(15,889)	134,885	89.46%	▲
Depreciation	(4,632,150)	(386,014)	(408,154)	(22,140)	(5.74%)	
Finance costs	(491,380)	(21)	0	21	100.00%	
Insurance	(382,870)	(185,435)	(136,886)	48,549	26.18%	▲
Other expenditure	(439,140)	(36,535)	(9,801)	26,734	73.17%	▲
Loss on asset disposals	(91,400)	0	0	0	0.00%	
	(18,949,325)	(1,691,372)	(1,330,936)	360,436	21.31%	
Non cash amounts excluded from operating activities	2(c) 4,623,550	386,014	319,099	(66,915)	(17.33%)	▼
Amount attributable to operating activities	584,030	6,728,223	7,110,106	381,883	5.68%	
INVESTING ACTIVITIES						
Inflows from investing activities						
Proceeds from capital grants, subsidies and contributions	14,412,800	0	0	0	0.00%	
Proceeds from disposal of assets	437,000	90,000	89,055	(945)	(1.05%)	
Proceeds from financial assets at amortised cost - self supporting loans	3,329,915	0	0	0	0.00%	
	18,179,715	90,000	89,055	(945)	(1.05%)	
Outflows from investing activities						
Acquisition of property, plant and equipment	(28,124,350)	(1,095,748)	(295,033)	800,715	73.07%	▲
Acquisition of infrastructure	(4,156,140)	(319,826)	(9,390)	310,436	97.06%	▲
Payments for financial assets at amortised cost - self supporting loans	(3,329,915)	(3,087,000)	0	3,087,000	100.00%	▲
	(35,610,405)	(4,502,574)	(304,424)	4,198,150	93.24%	
Amount attributable to investing activities	(17,430,690)	(4,412,574)	(215,369)	4,197,205	95.12%	
FINANCING ACTIVITIES						
Inflows from financing activities						
Proceeds from new borrowings	14,123,195	0	0	0	0.00%	
Transfer from reserves	1,819,360	0	0	0	0.00%	
	15,942,555	0	0	0	0.00%	
Outflows from financing activities						
Payments for principal portion of lease liabilities	(22,330)	(7,286)	(7,286)	0	0.00%	
Repayment of borrowings	(671,135)	0	0	0	0.00%	
Transfer to reserves	(973,750)	0	0	0	0.00%	
	(1,667,215)	(7,286)	(7,286)	0	0.00%	
Amount attributable to financing activities	14,275,340	(7,286)	(7,286)	0	0.00%	
MOVEMENT IN SURPLUS OR DEFICIT						
Surplus or deficit at the start of the financial year	2(a) 2,571,320	2,571,320	5,114,872	2,543,552	98.92%	▲
Amount attributable to operating activities	584,030	6,728,223	7,110,106	381,883	5.68%	
Amount attributable to investing activities	(17,430,690)	(4,412,574)	(215,369)	4,197,205	95.12%	▲
Amount attributable to financing activities	14,275,340	(7,286)	(7,286)	0	0.00%	
Surplus or deficit after imposition of general rates	0	4,879,683	12,002,323	7,122,640	145.97%	▲

KEY INFORMATION

- ▲▼ Indicates a variance between Year to Date (YTD) Budget and YTD Actual data outside the adopted materiality threshold.
 - ▲ Indicates a variance with a positive impact on the financial position.
 - ▼ Indicates a variance with a negative impact on the financial position.
- Refer to Note 3 for an explanation of the reasons for the variance.

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

SHIRE OF NARROGIN
STATEMENT OF FINANCIAL POSITION
FOR THE PERIOD ENDED 31 JULY 2025

	Actual 30 June 2025	Actual as at 31 July 2025
	\$	\$
CURRENT ASSETS		
Cash and cash equivalents	10,143,989	9,953,801
Trade and other receivables	592,072	8,138,709
Inventories	16,342	40,118
TOTAL CURRENT ASSETS	10,752,403	18,132,628
NON-CURRENT ASSETS		
Trade and other receivables	204,493	204,493
Other financial assets	124,756	124,756
Property, plant and equipment	69,842,472	69,933,178
Infrastructure	90,716,207	90,520,528
Right-of-use assets	21,421	21,421
TOTAL NON-CURRENT ASSETS	160,909,349	160,804,376
TOTAL ASSETS	171,661,752	178,937,004
CURRENT LIABILITIES		
Trade and other payables	630,205	1,121,431
Contract liabilities	932,745	932,745
Lease liabilities	22,330	15,044
Borrowings	671,135	671,135
Employee related provisions	813,630	813,630
TOTAL CURRENT LIABILITIES	3,070,045	3,553,985
NON-CURRENT LIABILITIES		
Lease liabilities	11,055	11,055
Borrowings	2,011,720	2,011,720
Employee related provisions	173,220	173,220
TOTAL NON-CURRENT LIABILITIES	2,195,995	2,195,995
TOTAL LIABILITIES	5,266,040	5,749,980
NET ASSETS	166,395,712	173,187,024
EQUITY		
Retained surplus	54,405,477	61,196,789
Reserve accounts	5,007,326	5,007,326
Revaluation surplus	106,982,909	106,982,909
TOTAL EQUITY	166,395,712	173,187,024

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

1 BASIS OF PREPARATION AND MATERIAL ACCOUNTING POLICIES

BASIS OF PREPARATION

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

Local Government Act 1995 requirements

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

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

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

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

PREPARATION TIMING AND REVIEW

Date prepared: All known transactions up to 16 August 2025

THE LOCAL GOVERNMENT REPORTING ENTITY

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

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

MATERIAL ACCOUNTING POLICES

Material accounting policies utilised in the preparation of these statements are as described within the 2024-25 Annual Budget. Please refer to the adopted budget document for details of these policies.

Critical accounting estimates and judgements

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

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

As with all estimates, the use of different assumptions could lead to material changes in the amounts reported in the financial report.

The following are estimates and assumptions that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year and further information on their nature and impact can be found in the relevant note:

- Fair value measurement of assets carried at reportable value including:
 - Property, plant and equipment
 - Infrastructure
- Impairment losses of non-financial assets
- Expected credit losses on financial assets
- Measurement of employee benefits
- Estimation uncertainties and judgements made in relation to lease accounting

SHIRE OF NARROGIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JULY 2025

2 NET CURRENT ASSETS INFORMATION

(a) Net current assets used in the Statement of Financial Activity

Current assets

Cash and cash equivalents
Trade and other receivables
Other financial assets
Inventories

Less: current liabilities

Trade and other payables
Other liabilities
Lease liabilities
Borrowings
Employee related provisions

Net current assets

Less: Total adjustments to net current assets

Closing funding surplus / (deficit)

Note	Adopted Budget Opening 1 July 2025	Actual as at 30 June 2025	Actual as at 31 July 2025
	\$	\$	\$
	9,981,002	10,143,989	9,953,801
	766,589	592,072	8,138,709
	124,756	0	0
	37,072	16,342	40,118
	10,909,419	10,752,403	18,132,628
	(395,313)	(630,205)	(1,121,431)
	(2,121,830)	0	(1,548)
	(22,330)	(22,330)	(15,044)
	(671,135)	(671,135)	(671,135)
	(813,630)	(813,630)	(813,630)
	(4,024,238)	(2,137,300)	(2,622,788)
	6,885,181	8,615,103	15,509,840
2(b)	(4,313,861)	(3,500,231)	(3,507,517)
	2,571,320	5,114,872	12,002,323

(b) Current assets and liabilities excluded from budgeted deficiency

Adjustments to net current assets

Less: Reserve accounts
Add: Current liabilities not expected to be cleared at the end of the year
- Current portion of lease liabilities
- Current portion of borrowings
- Current portion of employee benefit provisions held in reserve

Total adjustments to net current assets

	(5,007,326)	(5,007,326)	(5,007,326)
	22,330	22,330	15,044
	671,135	671,135	671,135
	0	813,630	813,630
2(a)	(4,313,861)	(3,500,231)	(3,507,517)

(c) Non-cash amounts excluded from operating activities

Adjustments to operating activities

Less: Profit on asset disposals
Add: Loss on asset disposals
Add: Depreciation

Total non-cash amounts excluded from operating activities

	Adopted Budget Estimates 30 June 2026	YTD Budget Estimates 31 July 2025	YTD Actual 31 July 2025
	\$	\$	\$
	(100,000)	0	(89,055)
	91,400	0	0
	4,632,150	386,014	408,154
	4,623,550	386,014	319,099

CURRENT AND NON-CURRENT CLASSIFICATION

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

SHIRE OF NARROGIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JULY 2025

3 EXPLANATION OF MATERIAL VARIANCES

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

The material variance adopted by Council for the 2025-26 year is \$15,000 and 10.00% whichever is the greater.

Description	Var. \$	Var. %	
	\$	%	
Revenue from operating activities			
Interest revenue	(17,939)	(64.20%)	▼
<i>Interest revenue lower than estimated due to term deposits maturing in August</i>			
Expenditure from operating activities			
Employee costs	180,478	29.61%	▲
<i>Employee costs lower than anticipated.</i>			
Utility charges	134,885	89.46%	▲
<i>Payment processing for utilities behind schedule</i>			
Insurance	48,549	26.18%	▲
<i>Insurance costs lower than anticipated, may be reflected in 2nd instalment</i>			
Other expenditure	26,734	73.17%	▲
<i>Other expenditure lower than anticipated due to early time of year.</i>			
Non cash amounts excluded from operating activities	(66,915)	(17.33%)	▼
<i>Non-Cash items will be adjusted when year end reconciliations completed.</i>			
Outflows from investing activities			
Acquisition of property, plant and equipment	800,715	73.07%	▲
<i>Lower than anticipated due to early time of year</i>			
Acquisition of infrastructure	310,436	97.06%	▲
<i>Lower than anticipated due to early time of year</i>			
Payments for financial assets at amortised cost - self supporting loans	3,087,000	100.00%	▲
<i>SSL loan not drawn down. Timing will be adjusted next month.</i>			
Surplus or deficit at the start of the financial year	2,543,552	98.92%	▲
<i>Pending year end reconciliations</i>			
Surplus or deficit after imposition of general rates	7,122,640	145.97%	▲
<i>Pending year end reconciliations</i>			

SHIRE OF NARROGIN

SUPPLEMENTARY INFORMATION

TABLE OF CONTENTS

1	Key information - graphical	2
2	Cash and financial assets	3
3	Reserve accounts	4
4	Capital acquisitions	5
5	Disposal of assets	7
6	Receivables	8
7	Other current assets	9
8	Payables	10
9	Borrowings	11
10	Lease liabilities	12
11	Other current liabilities	13
12	Grants and contributions	14
13	Capital grants and contributions	15
14	Investments	16

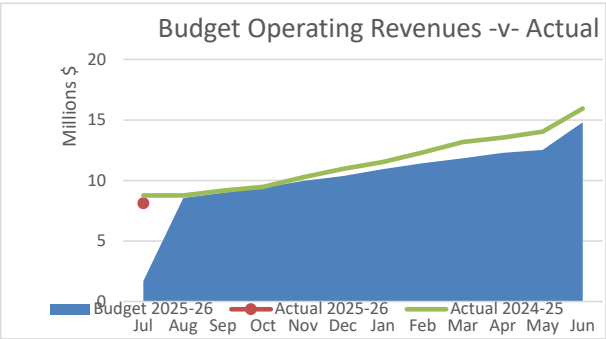
BASIS OF PREPARATION - SUPPLEMENTARY INFORMATION

Supplementary information is presented for information purposes. The information does not comply with the disclosure requirements of the Australian Accounting Standards.

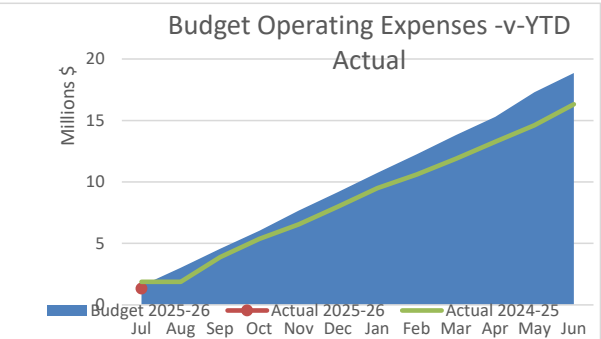
1 KEY INFORMATION - GRAPHICAL

OPERATING ACTIVITIES

OPERATING REVENUE

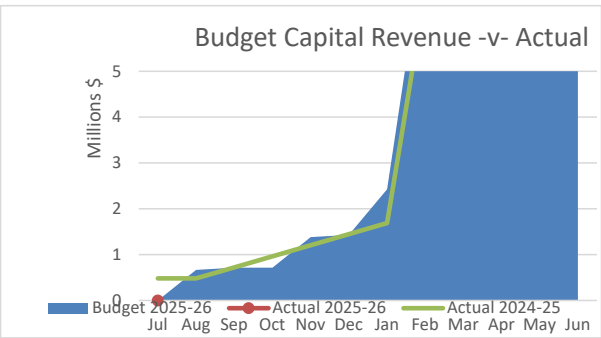


OPERATING EXPENSES

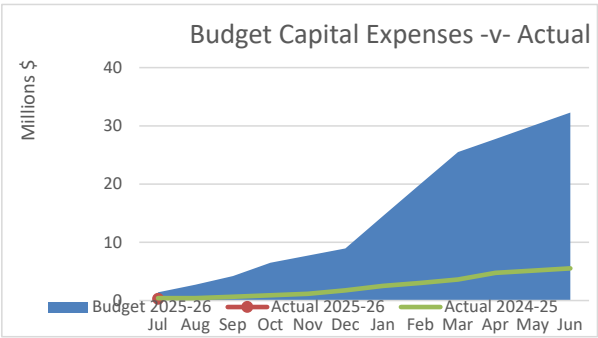


INVESTING ACTIVITIES

CAPITAL REVENUE

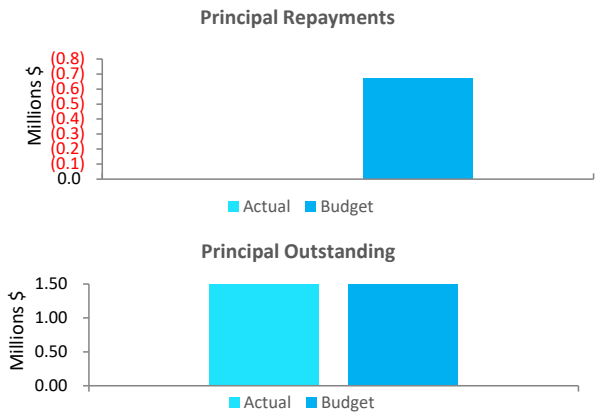


CAPITAL EXPENSES

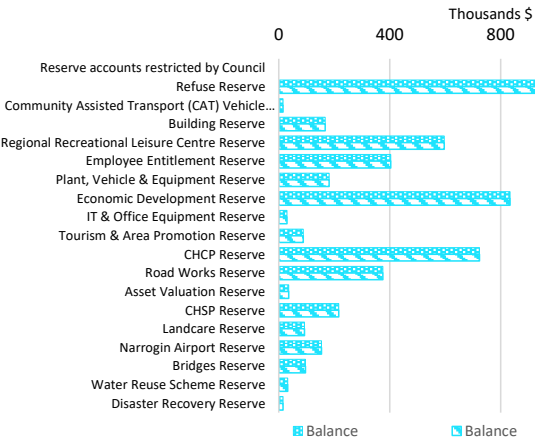


FINANCING ACTIVITIES

BORROWINGS



RESERVES



2 CASH AND FINANCIAL ASSETS AT AMORTISED COST

Description	Classification	Unrestricted \$	Reserve Accounts \$	Total \$	Trust \$	Institution	Interest Rate	Maturity Date
Cash at Bank	Cash and cash equivalents	296,476	0	296,476		NAB	0.20%	At call
Term Deposit - Muni	Cash and cash equivalents	1,500,000	0	1,500,000		NAB	4.20%	2/10/2025
Term Deposit - Muni	Cash and cash equivalents	1,500,000	0	1,500,000		WPC	4.21%	6/10/2025
Term Deposit - Muni	Cash and cash equivalents	250,000	0	250,000		CBA	3.86%	4/08/2025
Term Deposit - Muni	Cash and cash equivalents	650,000	0	650,000		CBA	4.05%	2/09/2025
Term Deposit - Muni	Cash and cash equivalents	650,000	0	650,000		NAB	3.80%	2/09/2025
Term Deposit - Reserves	Cash and cash equivalents	0	2,503,662	0		WPC	4.07%	4/01/2026
Term Deposit - Reserves	Cash and cash equivalents	0	2,603,663	0		NAB	4.15%	5/01/2026
Total		4,846,476	5,107,325	9,953,801	0			
Comprising								
Cash and cash equivalents		4,846,476	5,107,325	9,953,801	0			
		4,846,476	5,107,325	9,953,801	0			

KEY INFORMATION

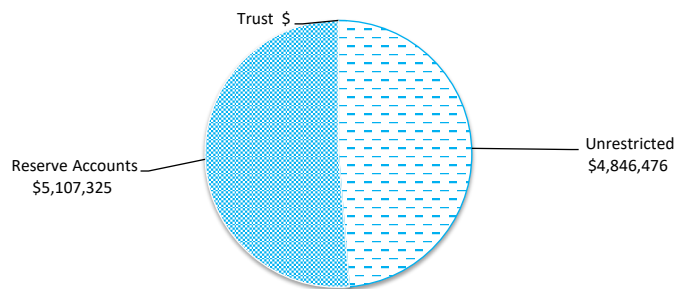
Cash and cash equivalents include cash on hand, cash at bank, deposits available on demand with banks and other short term highly liquid investments with original maturities of three months or less that are readily convertible to known amounts of cash and which are subject to an insignificant risk of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

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

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

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

Financial assets at amortised cost held with registered financial institutions are listed in this note other financial assets at amortised cost are provided in Note 7 - Other assets.



SHIRE OF NARROGIN
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 JULY 2025

3 RESERVE ACCOUNTS

Reserve account name	Budget				Actual			
	Opening	Transfers	Transfers	Closing	Opening	Transfers	Transfers	Closing
	Balance	In (+)	Out (-)	Balance	Balance	In (+)	Out (-)	Balance
	\$	\$	\$	\$	\$	\$	\$	\$
Reserve accounts restricted by Council								
Refuse Reserve	951,455	94,165	(85,000)	960,620	951,455	0	0	951,455
Community Assisted Transport (CAT) Vehicle Reserve	15,258	5,790	(15,000)	6,048	15,258	0	0	15,258
Building Reserve	167,636	8,665	0	176,301	167,636	0	0	167,636
Regional Recreational Leisure Centre Reserve	596,596	80,830	(150,000)	527,426	596,596	0	0	596,596
Employee Entitlement Reserve	403,736	20,870	0	424,606	403,736	0	0	403,736
Plant, Vehicle & Equipment Reserve	181,280	529,370	(445,500)	265,150	181,280	0	0	181,280
Economic Development Reserve	833,597	43,075	(565,000)	311,672	833,597	0	0	833,597
IT & Office Equipment Reserve	29,558	1,525	0	31,083	29,558	0	0	29,558
Tourism & Area Promotion Reserve	88,061	4,550	0	92,611	88,061	0	0	88,061
CHCP Reserve	723,623	37,390	(300,130)	460,883	723,623	0	0	723,623
Road Works Reserve	375,098	19,380	0	394,478	375,098	0	0	375,098
Asset Valuation Reserve	35,651	1,840	0	37,491	35,651	0	0	35,651
CHSP Reserve	215,904	11,155	(227,030)	29	215,904	0	0	215,904
Landcare Reserve	92,541	4,780	0	97,321	92,541	0	0	92,541
Narrogin Airport Reserve	153,602	32,935	0	186,537	153,602	0	0	153,602
Bridges Reserve	95,980	44,960	(31,700)	109,240	95,980	0	0	95,980
Water Reuse Scheme Reserve	32,750	16,690	0	49,440	32,750	0	0	32,750
Disaster Recovery Reserve	15,000	15,780	0	30,780	15,000	0	0	15,000
	5,007,326	973,750	(1,819,360)	4,161,716	5,007,326	0	0	5,007,326

4 CAPITAL ACQUISITIONS

Capital acquisitions	Adopted		YTD Actual	YTD Variance
	Budget	YTD Budget		
	\$	\$	\$	\$
Land	200,000	0	0	0
Buildings - specialised	25,699,350	949,922	292,733	(657,189)
Furniture and equipment	115,400	9,615	2,300	(7,315)
Plant and equipment	2,109,600	136,211	0	(136,211)
Acquisition of property, plant and equipment	28,124,350	1,095,748	295,033	(800,715)
Infrastructure - roads	2,695,980	224,664	3,363	(221,301)
Infrastructure - footpaths	183,010	15,248	0	(15,248)
Infrastructure - drainage	10,000	833	0	(833)
Infrastructure - Parks, oval & other	580,150	21,831	6,028	(15,803)
Infrastructure - Bridges	687,000	57,250	0	(57,250)
Acquisition of infrastructure	4,156,140	319,826	9,390	(310,436)
Total capital acquisitions	32,280,490	1,415,574	304,424	(1,111,150)
Capital Acquisitions Funded By:				
Capital grants and contributions	14,412,800	0	0	0
Borrowings	14,123,195	0	0	0
Other (disposals & C/Fwd)	437,000	90,000	89,055	(945)
Reserve accounts				
Refuse Reserve	85,000	0	0	0
Community Assisted Transport (CAT) Vehicle Reserve	15,000	0	0	0
Regional Recreational Leisure Centre Reserve	150,000	0	0	0
Plant, Vehicle & Equipment Reserve	445,500	0	0	0
Economic Development Reserve	565,000	0	0	0
CHCP Reserve	300,130	0	0	0
CHSP Reserve	227,030	0	0	0
Bridges Reserve	31,700	0	0	0
Contribution - operations	1,488,135	1,325,574	215,369	(1,110,205)
Capital funding total	32,280,490	1,415,574	304,424	(1,111,150)

KEY INFORMATION

Initial recognition

An item of property, plant and equipment or infrastructure that qualifies for recognition as an asset is measured at its cost.

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

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

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

Individual assets that are land, buildings and infrastructure acquired between scheduled revaluation dates of the asset class in accordance with the Shire's revaluation policy, are recognised at cost and disclosed as being at reportable value.

Measurement after recognition

Plant and equipment including furniture and equipment and right-of-use assets (other than vested improvements) are measured using the cost model as required under *Local Government (Financial Management) Regulation 17A(2)*. Assets held under the cost model are carried at cost less accumulated depreciation and any impairment losses being their reportable value.

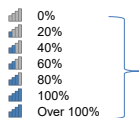
Reportable Value

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

Reportable value is for the purpose of *Local Government (Financial Management) Regulation 17A(4)* is the fair value of the asset at its last valuation date minus (to the extent applicable) the accumulated depreciation and any accumulated impairment losses in respect of the non-financial asset subsequent to its last valuation date.

4 CAPITAL ACQUISITIONS (CONTINUED) - DETAILED

Capital expenditure total - Level of completion indicators

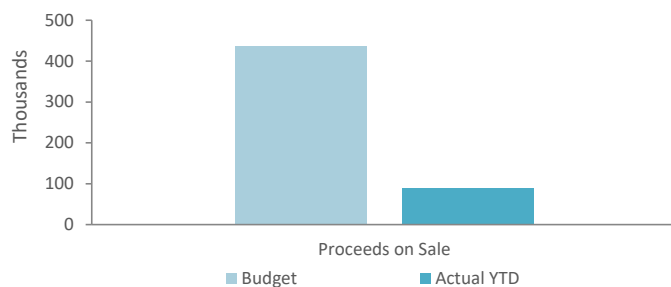


Percentage Year to Date Actual to Annual Budget expenditure where the expenditure over budget highlighted in red.

		Adopted		Variance	
Account Description		Budget	YTD Budget	YTD Actual	(Under)/Over
		\$	\$	\$	\$
4090255	Land - Capital	200,000	0	0	0
BC285	Ses Training / Meeting Room	54,725	4,560	0	4,560
BC280	Ses & Bfb Joint Facilities	3,087,000	0	0	0
4090250	Housing Project - Capital	12,500,000	0	0	0
BC274	Recycling Shed (Tip Shop) - Capital	50,000	4,166	0	4,166
BC132	Smith St Public Toilets (Coles Carpark) Capital	6,000	0	0	0
BC152	John Higgins Community Complex Building Capital	7,000	583	0	583
BC181	Town Hall Upgrade - Capital	81,110	6,759	0	6,759
BC300	Town Hall Improvements - Reverse Cycle A/C For Mayors Palour - (Buildings) - Capital	10,000	0	0	0
BC301	Town Hall Improvements - Main Switchboard Upgrade - (Buildings) - Capital	250,000	20,833	0	20,833
BC302	Town Hall Improvements - Rigging Upgrade - (Buildings) - Capital	150,000	12,500	0	12,500
BC160	Nrlc Building (Capital)	2,805,000	233,750	0	233,750
BC296	Nrlc Energy Efficiency & Upgrade Project - Capital	1,070,715	89,226	0	89,226
BC298	Nrlc - 24/7 Gym Access - (Buildings) - Capital	45,000	0	0	0
BC310	Nrlc - Ceiling Fan To Court - Capital	25,000	0	0	0
BC299	Hawks Football Pavilion - (Buildings) - Capital	4,000,000	333,333	0	333,333
IO080B	Library Extension - Capital	147,245	12,270	0	12,270
BC201	Museum Building (Capital)-Museum Restoration As Per Conservation Report	110,000	9,166	0	9,166
BC236	Caravan Park Accommodation Units - Capital	400,555	200,278	0	200,278
BC308	27 Egerton St Acquisition - Capital	265,000	0	266,797	(266,797)
LB031	Furnival Street Acquisition - Capital	132,000	0	0	0
BC278	Good Shed Roof And Wall Restoration - Capital	50,000	4,166	18,820	(14,654)
BC304	45 Federal Street Renovations - (Buildings) - Capital	20,000	1,666	0	1,666
BC306	Facade Refurbishments (Shire Owned Buildings) - (Buildings) - Capital	30,000	2,500	0	2,500
BC309	29 Egerton Street - Rsl Building - Capital	233,000	0	0	0
BC260	Admin Office Building - Capital	140,000	11,666	0	11,666
BC307	Administration Office - Repair Cracks In Walls - (Buildings) - Capital	30,000	2,500	0	2,500
FE041	Nrlc - Additional Cctv - (F&E) - Capital	15,000	1,250	0	1,250
FE042	Nrlc - Foyer A/C - (F&E) - Capital	23,000	1,916	0	1,916
FE043	Nrlc - Replace Change Room Seats - (F&E) - Capital	13,900	1,158	0	1,158
FE044	Library - Interactive Panel - (F&E) - Capital	6,000	500	0	500
FE109	Portable Library Shelving	12,500	1,041	0	1,041
FE045	Pc'S/Laptops (Windows 11 Compatible) - (F&E) - Capital	15,000	1,250	2,300	(1,050)
FE046	Records Management - (F&E) - Capital	30,000	2,500	0	2,500
PA981	Drone (Ranger) - Capital	5,000	416	0	416
PA982	Utility (Cesm) - Capital	60,000	0	0	0
PA950	Acquisition Of Incident Control Vehicle	881,900	73,491	0	73,491
PA951	Acquisition Of General Rescue Utility	110,200	9,183	0	9,183
PA8163	Utility - Senior Ranger - Capital	45,000	3,750	0	3,750
FE037	Additional Public Cctv Camera'S - Installation	100,000	8,333	0	8,333
PA11	Replacement Homecare Minibus - Capital	90,000	7,500	0	7,500
PA14	Replacement Cats Vehicle - Capital	35,000	2,916	0	2,916
PA100	Utility (Construction) - Capital	35,000	2,916	0	2,916
PA18	Utility (Turf Curator Parks) - Capital	35,000	0	0	0
PA52	Trailer 6X4 (Works) - Capital	2,500	208	0	208
PA66	Ride-On-Mower (Parks) - Capital	10,000	833	0	833
PA74	Utility (Building Maint) - Capital	45,000	3,750	0	3,750
PA980	Wheel Loader - Capital	380,000	0	0	0
PE021	Mower Ride-On John Deere Jd130 (Caravan Park)	10,000	833	0	833
PA6	Building Surveyor Vehicle - Capital	30,000	2,500	0	2,500
PA12	Ceo Vehicle - (P&E) - Capital	70,000	5,833	0	5,833
PA13	Emccs Vehicle - (P&E) - Capital	55,000	4,583	0	4,583
PA15	Emtrs Vehicle - (P&E) - Capital	55,000	4,583	0	4,583
PA16	Emdrs Vehicle - (P&E) - Capital	55,000	4,583	0	4,583
IR135	Argus Street Widening - Capital	27,605	2,300	0	2,300
IR212	Narrogin Valley Road - Renewal (Rural) - Capital	358,365	29,865	0	29,865
R2R001	Fortune Street - Renewal (Local) (R2R) - Capital	17,705	1,475	0	1,475
R2R010	Furnival Street - Renewal (Local) (R2R) - Capital	7,920	660	0	660
R2R019	Harris St Reseal 0.0 To 0.16 - Capital	7,395	616	0	616
R2R025	Havelock Street - Renewal (Local) (R2R) - Capital	295,000	24,583	3,363	21,220
R2R030	Fairway Street - Renewal (Local) (R2R) - Capital	16,335	1,361	0	1,361
R2R068	James St Reseal 0.0 To 0.17 (R2R) - Capital	8,415	701	0	701
R2R083	Halo St Reseal 0.0 To 0.1 (R2R) - Capital	3,960	330	0	330
R2R084	Hive St Reseal 0.0 To 0.15 (R2R) - Capital	4,015	334	0	334
R2R098	Dowsett St Reseal - 0.00 To 0.09 (R2R) - Capital	3,130	260	0	260
R2R122	Harbour St Reseal 0.0 To 0.05 (R2R) - Capital	3,930	327	0	327
R2R128	Lydeker Way Reseal 0.0 To 0.41 (R2R) - Capital	16,910	1,409	0	1,409
R2R162	Pioneer Drive Sliplane (R2R) - Capital	165,745	13,813	0	13,813
R2R202	Congelin Road - Silk 0.0 To 1.5 (R2R) - Capital	63,000	5,250	0	5,250
R2R207	Wagin-Wickepin Road - Renewal (Rural) (R2R) - Capital	91,350	7,612	0	7,612
R2R217	Cooramining Rd Resheet 2.8 To 12.2 (R2R) - Capital	198,875	16,573	0	16,573
R2R220	Contine Rd Resheet 5.15 To 7.75 (R2R) - Capital	107,115	8,926	0	8,926
R2R221	Narrakine Road South - Renewal (Rural) (R2R) - Capital	52,510	4,376	0	4,376
R2R331	Narrogin-Harrismith Road - Renewal (Local) (R2R) - Capital	105,950	8,829	0	8,829
RRG047	Clayton Road - Renewal (Local) (Rrg) - Capital	740,750	61,730	0	61,730
RRG331	Narrogin-Harrismith Road - Renewal (Local) (Rrg) - Capital	400,000	33,334	0	33,334
FP010	Narrogin Railway Precinct Pathway - (Footpaths) - Capital	65,000	5,416	0	5,416
IB9250	Led Lighting Upgrade To Footbridge - Capital	20,000	1,666	0	1,666
IF011	Footpath Construction Falcon St (Glyde To Johnston) - Capital	27,000	2,250	0	2,250
IF018	Footpath Construction Narrakine Rd (Clayton To Elliot) - Capital	35,000	2,916	0	2,916
IF019	Footpath Construction Grey St (Hansard To Homer) - Capital	17,010	1,417	0	1,417
IF024	Footpath Construction Homer St (Grey To Butler) - Capital	19,000	1,583	0	1,583
DR010	Stormwater Diversion To Railway Dam - (Inf Oth) - Capital	10,000	833	0	833
IO037	Boundary Fencing Bannister Reserve	32,250	0	0	0
IO035	Dog Pound Improvements (Fencing, Hard Stand Area & Cameras) - (Inf Oth) - Capital	12,000	1,000	0	1,000
IO071	Dog Park - Gnarojin Park - (Inf Oth) - Capital	30,000	2,500	0	2,500
IO188	Liquid Waste Ponds - Capital	35,000	2,916	0	2,916
IO026	Cemetery Upgrade	18,000	1,500	0	1,500
IO201	Alby Park - Flag Poles X 3 - (Inf Oth) - Capital	10,000	833	0	833
IO202	Thomas Hogg Oval - Light Pole Structure Upgrade - (Inf Oth) - Capital	10,000	833	1,921	(1,088)
IO203	Alby Park Soundshell - (Inf Oth) - Capital	75,000	6,250	0	6,250
IO204	Gnarojin Park - Lighting Upgrade - (Inf Oth) - Capital	12,000	1,000	0	1,000
IO138	Narrogin Speedway Lighting Upgrade Project - Capital	285,900	0	0	0
IO113	Public Art Strategy - Implementation	50,000	4,166	3,000	1,166
IO209	Administration Office - Shade Structure At Rear Over Table - (Buildings) - Capital	10,000	833	0	833
IB204	Tarwonga Rd Bridge 4551	687,000	57,250	0	57,250
BC190	Library Building	0	0	99	(99)
BC211	Lydeker Depot Building	0	0	544	(544)
		32,280,490	1,415,574	303,201	1,112,373

5 DISPOSAL OF ASSETS

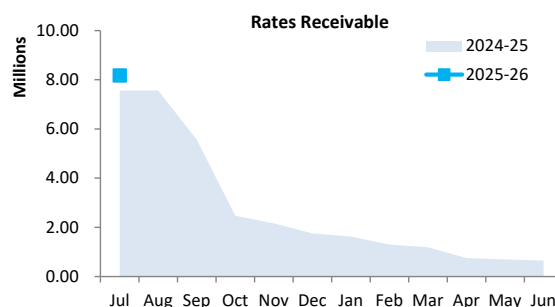
Asset Ref.	Asset description	Budget				YTD Actual			
		Net Book	Proceeds	Profit	(Loss)	Net Book	Proceeds	Profit	(Loss)
		Value				Value			
		\$	\$	\$	\$	\$	\$	\$	\$
	Plant and equipment								
	Plant & Equipment	428,400	437,000	100,000	(91,400)	0	0	0	0
	Grader			0	0	0	89,055	89,055	0
		428,400	437,000	100,000	(91,400)	0	89,055	89,055	0



6 RECEIVABLES

Rates receivable

	30 Jun 2025	31 Jul 2025
	\$	\$
Opening arrears previous year	513,250	646,736
Levied this year	7,392,801	7,763,825
Less - collections to date	(7,259,315)	(236,639)
Gross rates collectable	646,736	8,173,922
Allowance for impairment of rates receivable	(200,000)	(200,000)
Net rates collectable	446,736	7,973,922
% Collected	91.8%	2.8%



Receivables - general

	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Receivables - general	(84,604)	44,713	34,784	15,636	99,237	109,766
Percentage	(77.1%)	40.7%	31.7%	14.2%	90.4%	
Balance per trial balance						
Trade receivables	(84,604)	44,713	34,784	15,636	99,237	109,766
GST receivable	41,291	0	0	0	0	41,291
Receivables for employee related provisions	0	0	0	0	13,730	13,730
Total receivables general outstanding						164,787

Amounts shown above include GST (where applicable)

KEY INFORMATION

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

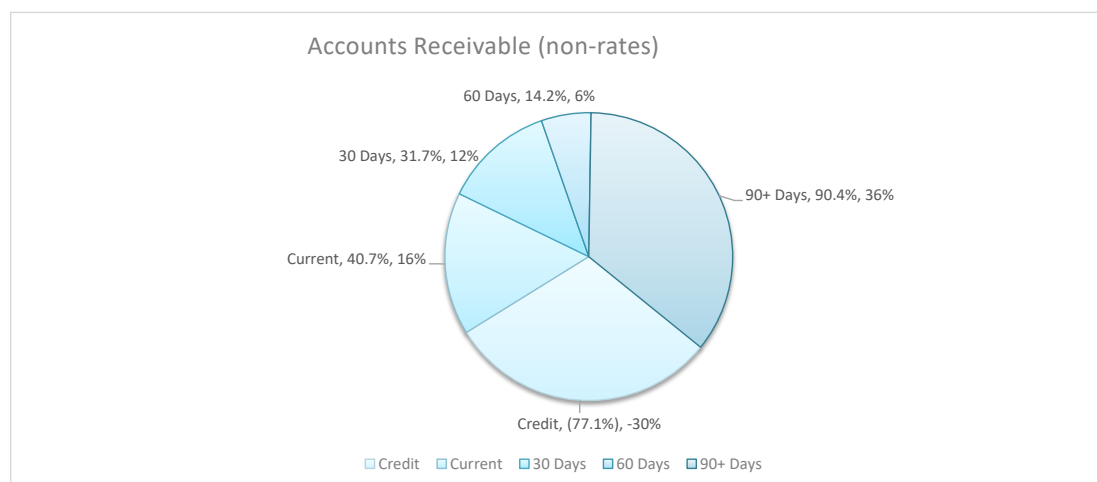
Trade receivables are recognised at original invoice amount less any allowances for uncollectable amounts (i.e. impairment).

The carrying amount of net trade receivables is equivalent to fair value as it is due for settlement within 30 days.

Classification and subsequent measurement

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

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



7 OTHER CURRENT ASSETS

	Opening Balance 1 July 2025	Asset Increase	Asset Reduction	Closing Balance 31 July 2025
	\$	\$	\$	\$
Other current assets				
Inventory				
Fuel	16,342	23,776	0	40,118
Total other current assets	16,342	23,776	0	40,118
Amounts shown above include GST (where applicable)				

KEY INFORMATION

Inventory

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

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

8 PAYABLES

Payables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Payables - general	0	394,927	180,886	15,425	179	591,417
Percentage	0.0%	66.8%	30.6%	2.6%	0.0%	
Balance per trial balance						
Sundry creditors	0	394,927	180,886	15,425	179	625,164
Accrued salaries and wages	0	34,460	0	0	0	34,460
ATO liabilities	0	77,561	0	0	0	77,561
Other payables	0	283,423	0	0	0	283,423
Rates paid in advance	0	0	0	0	23,757	23,757
Bonds & deposits	0	0	0	0	77,066	77,066
Total payables general outstanding						1,121,431

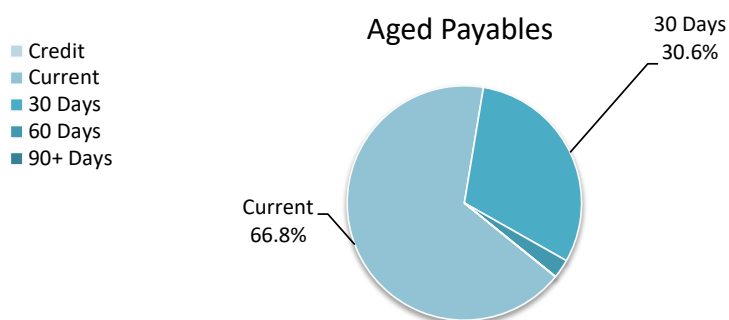
Amounts shown above include GST (where applicable)

KEY INFORMATION

Trade and other payables represent liabilities for goods and services provided to the Shire prior to the end of the period that are unpaid and arise when the Shire becomes obliged to make future payments in respect of the purchase of these goods and services.

The amounts are unsecured, are recognised as a current liability and are normally paid within 30 days of recognition.

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



9 BORROWINGS

Repayments - borrowings

Information on borrowings Particulars	Loan No.	1 July 2025	New Loans		Principal Repayments		Principal Outstanding		Interest Repayments	
			Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
		\$	\$	\$	\$	\$	\$	\$	\$	\$
Industrial Land	127	45,437	0	0	0	(14,480)	45,437	30,957	0	(2,285)
Administration Building	128	50,601	0	0	0	(50,600)	50,601	1	0	(1,525)
Accommodation Units	129	148,534	0	0	0	(36,015)	148,534	112,519	0	(3,965)
TWIS Distribution Pipeline	130	111,147	0	0	0	(17,850)	111,147	93,297	0	(2,400)
Staff Housing	132	451,809	0	0	0	(17,660)	451,809	434,149	0	(24,805)
Accommodation Units	133	375,328	0	0	0	(39,915)	375,328	335,413	0	(19,255)
NRLC Energy Efficiency	NEW	0	0	1,937,860	0	0	0	1,937,860	0	0
Caravan Park Units	134	1,500,000	0	0	0	(122,465)	1,500,000	1,377,535	0	(74,060)
Housing Project	NEW	0	0	7,500,000	0	(105,235)	0	7,394,765	0	(206,250)
Hawks Football Pavilion	NEW	0	0	1,333,335	0	0	0	1,333,335	0	0
27 Egerton Street purchase	NEW	0	0	265,000	0	(24,000)	0	241,000	0	(5,300)
		2,682,856	0	11,036,195	0	(428,220)	2,682,856	13,290,831	0	(339,845)
Self supporting loans										
SES & BFB Facilities		0	0	3,087,000	0	(242,915)	0	2,844,085	0	(151,265)
		0	0	3,087,000	0	(242,915)	0	2,844,085	0	(151,265)
Total		2,682,856	0	14,123,195	0	(671,135)	2,682,856	16,134,916	0	(491,110)
Current borrowings		671,135					671,135			
Non-current borrowings		2,011,721					2,011,721			
		2,682,856					2,682,856			

All debenture repayments were financed by general purpose revenue.
Self supporting loans are financed by repayments from third parties.

New borrowings 2025-26

Particulars	Amount Borrowed		Institution	Loan Type	Term Years	Total Interest & Charges	Interest Rate	Amount (Used)		Balance Unspent
	Actual	Budget						Actual	Budget	
	\$	\$				\$	%	\$	\$	\$
NRLC Energy Efficiency	0	1,937,860	WATC	Debenture	10	0	4.90	0	1,937,860	0
Housing Project	0	7,500,000	WATC	Debenture	20	206,250	4.90	0	7,500,000	0
Hawks Football Pavilion	0	1,333,335	WATC	Debenture	10	0	4.90	0	1,333,335	0
27 Egerton Street purchase	0	265,000	WATC	Debenture	10	5,300	4.90	0	265,000	0
SES & BFB Facilities	0	3,087,000	WATC	Debenture	10	151,265	4.90	0	3,087,000	0
	0	14,123,195				362,815		0	14,123,195	0

KEY INFORMATION

The Shire has elected to recognise borrowing costs as an expense when incurred regardless of how the borrowings are applied.

Fair values of borrowings are not materially different to their carrying amounts, since the interest payable on those borrowings is either close to current market rates or the borrowings are of a short term nature.

10 LEASE LIABILITIES

Movement in carrying amounts

Information on leases Particulars		Lease No.	New Leases		Principal Repayments		Principal Outstanding		Interest Repayments	
			1 July 2025	Actual	Budget	Actual	Budget	Actual	Budget	Actual
			\$	\$	\$	\$	\$	\$	\$	\$
8 Parry Court, Narrogin	2		3,765			(3,765)	3,765	0		(20)
68 Williams Road, Narrogin	3		29,620			(7,286)	(18,565)	22,334	11,055	(250)
Total			33,385	0	0	(7,286)	(22,330)	26,099	11,055	0 (270)
Current lease liabilities			22,330					15,044		
Non-current lease liabilities			11,055					11,055		
			33,385					26,099		

All lease repayments were financed by general purpose revenue.

KEY INFORMATION

At inception of a contract, the Shire assesses if the contract contains or is a lease. A contract is or contains a lease, if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration. At the commencement date, a right of use asset is recognised at cost and lease liability at the present value of the lease payments that are not paid at that date. The lease payments are discounted using that date. The lease payments are discounted using the interest rate implicit in the lease, if that rate can be readily determined. If that rate cannot be readily determined, the Shire uses its incremental borrowing rate.

All contracts classified as short-term leases (i.e. a lease with a remaining term of 12 months or less) and leases of low value assets are recognised as an operating expense on a straight-line basis over the term of the lease.

11 OTHER CURRENT LIABILITIES

	Note	Opening Balance 1 July 2025 \$	Liability transferred from/(to) non current \$	Liability Increase \$	Liability Reduction \$	Closing Balance 31 July 2025 \$
Other current liabilities						
Other liabilities						
Contract liabilities		932,745	0	0	0	932,745
Total other liabilities		932,745	0	0	0	932,745
Employee Related Provisions						
Provision for annual leave		461,728	0	0	0	461,728
Provision for long service leave		351,902	0	0	0	351,902
Total Provisions		813,630	0	0	0	813,630
Total other current liabilities		1,746,375	0	0	0	1,746,375

Amounts shown above include GST (where applicable)

A breakdown of contract liabilities and associated movements is provided on the following pages at Note 12

KEY INFORMATION

Provisions

Provisions are recognised when the Shire has a present legal or constructive obligation, as a result of past events, for which it is probable that an outflow of economic benefits will result and that outflow can be reliably measured. Provisions are measured using the best estimate of the amounts required to settle the obligation at the end of the reporting period.

Employee Related Provisions

Short-term employee benefits

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

The Shire's obligations for short-term employee benefits such as wages, salaries and sick leave are recognised as a part of current trade and other payables in the calculation of net current assets.

Other long-term employee benefits

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

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

Contract liabilities

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

Capital grant/contribution liabilities

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

12 GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Unspent grant, subsidies and contributions liability					Grants, subsidies and		
	Liability 1 July 2025	Increase in Liability	Decrease in Liability (As revenue)	Liability 31 Jul 2025	Current Liability 31 Jul 2025	Adopted Budget Revenue	YTD Budget	YTD Revenue Actual
	\$	\$	\$	\$	\$	\$	\$	\$
Grants and subsidies								
GENGRANT - Financial Assistance Grant - General	0	0	0	0	0	1,070,000	0	0
GENGRANT - Financial Assistance Grant - Roads	0	0	0	0	0	570,000	0	0
ESL - SES Subsidy (Operating) Grant	0	0	0	0	0	15,530	1,294	0
ESL - Bush Fires Subsidy (Operating) Grant	0	0	0	0	0	67,280	16,820	23,875
ESL - SES/BFB Self Supporting Loan - Interest Incurr	0	0	0	0	0	151,265	0	0
LIB - Grant - Regional Library Services .	0	0	0	0	0	4,500	4,500	6,000
OTHCUL - Grants - Other Culture	0	0	0	0	0	50,000	4,167	0
ROADM - Direct Road Grant (MRWA)	0	0	0	0	0	240,100	240,100	240,100
ROADM - Street Lighting Subsidy	0	0	0	0	0	18,110	1,509	0
TOUR - Grants	0	0	0	0	0	1,000	0	0
CHCP - Recurrent Grant Funding	0	0	0	0	0	724,500	60,373	119,256
CHSP - Recurrent Grant Funding	0	0	0	0	0	570,400	47,533	0
WELFARE - Grants	0	0	0	0	0	0	0	1,147
	0	0	0	0	0	3,482,685	376,296	390,378
Contributions								
FIRE - Bush Fire Mitigation Activity Grant fund	0	0	0	0	0	109,710	9,142	0
CESM - Contributions & Reimbursements	0	0	0	0	0	137,965	11,497	0
CHSP - Contributions & Donations	0	0	0	0	0	100	8	0
REC - Contributions & Donations	0	0	0	0	0	3,110	259	0
LIB - Contributions & Donations	0	0	0	0	0	500	42	11
ADMIN - Contributions & Donations	0	0	0	0	0	2,500	208	0
	0	0	0	0	0	253,885	21,156	11
TOTALS	0	0	0	0	0	3,736,570	397,452	390,389

13 CAPITAL GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Capital grant/contribution liabilities					Capital grants, subsidies and		
	Liability 1 July 2025	Increase in Liability	Decrease in Liability (As revenue)	Liability 31 Jul 2025	Current Liability 31 Jul 2025	Adopted Budget Revenue	YTD Budget	YTD Revenue Actual
	\$	\$	\$	\$	\$	\$	\$	\$
Capital grants and subsidies								
ESL - Bush Fires Capital Grant	0	0	0	0	0	54,725	0	0
NRLC - Grants	0	0	0	0	0	1,937,860	0	0
ROADC - Regional Road Group Grants (MRWA)	0	0	0	0	0	760,500	0	0
ROADC - Roads to Recovery Grant	0	0	0	0	0	1,169,235	0	0
TOUR - Grants	0	0	0	0	0	200,000	0	0
SES Capital Grant	0	0	0	0	0	992,100	0	0
OLOPS - Crime Prevention Grant	0	0	0	0	0	75,000	0	0
Housing Project Grant - CAPITAL INCOME	0	0	0	0	0	5,000,000	0	0
HALLS - Grants and Contributions	0	0	0	0	0	200,000	0	0
REC - Capital Grants (DLGSCI/CSRFF)	0	0	0	0	0	1,428,635	0	0
LIB - Capital Grant - LRCIP	0	0	0	0	0	147,245	0	0
Public Art Strategy Grant - CAPITAL INCOME	0	0	0	0	0	25,000	0	0
ROADC - Capital Contributions	0	0	0	0	0	50,000	0	0
ROADC - Capital Grants(Bridges) WALGCG& \$ MRWA-AFP	0	0	0	0	0	687,000	0	0
LRCIP - Good Shed	50,000	0	0	50,000	50,000	0	0	0
LRCIP - Library	147,245	0	0	147,245	147,245	0	0	0
Bridge Grants	735,500	0	0	735,500	735,500	0	0	0
	932,745	0	0	932,745	932,745	12,727,300	0	0
Capital contributions								
REC - Contribution and Donations	0	0	0	0	0	1,428,635	0	0
ESL - Self-Supporting Loan Principal Income	0	0	0	0	0	256,865	0	0
	0	0	0	0	0	1,685,500	0	0
TOTALS	932,745	0	0	932,745	932,745	14,412,800	0	0



Shire of
Narrogin

Love the life

Schedule of Investments
as at 31/07/2025

INVESTMENT OF FUNDS FROM MUNICIPAL ACCOUNT							
BANK	DEPOSIT NUMBER	LODGEMENT DATE	DATE OF MATURITY	AMOUNT DEPOSITED	INTEREST RATE ON DEPOSIT	INTEREST TO BE EARNED	TOTAL INVESTED
NAB	50-835-8169		At call			\$0.00	\$4,550,000.00
NAB	27-156-0552	4/07/2025	2/10/2025	\$1,500,000.00	4.20%	\$15,534.25	
Westpac	28-7917	4/07/2025	6/10/2025	\$1,500,000.00	4.21%	\$16,263.29	
CBA	F06/08	7/07/2025	4/08/2025	\$250,000.00	3.86%	\$740.27	
CBA	F05/09	7/07/2025	2/09/2025	\$650,000.00	4.05%	\$4,111.03	
NAB	10-966507	4/07/2025	2/09/2025	\$650,000.00	3.80%	\$4,060.27	

INVESTMENT OF FUNDS FROM RESERVE ACCOUNT							
BANK	DEPOSIT NUMBER	LODGEMENT DATE	DATE OF MATURITY	AMOUNT DEPOSITED	INTEREST RATE ON DEPOSIT	INTEREST TO BE EARNED	TOTAL INVESTED
Westpac	28-7909	4/07/2025	4/01/2026	\$2,503,662.44	4.07%	\$51,368.29	\$5,007,325.44
NAB	10-9066503	4/07/2025	5/01/2026	\$2,503,663.00	4.15%	\$52,662.66	

INVESTMENT SUMMARY		
BANK	%	TOTAL INVESTED
NAB	48.69%	\$4,653,663.00
Westpac	41.89%	\$4,003,662.44
CBA	9.42%	\$900,000.00
TOTALS:	100.00%	\$9,557,325.44

10.3.3 BUDGET REVIEW AUGUST 2025/26

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	15 August 2025
Author	Ian Graham - Executive Manager Corporate & Community Services
Authorising Officer	Ian Graham - Executive Manager Corporate & Community Services
Attachments	
1. Spreadsheet - Shire of Narrogin Budget Review August 2025	

Summary

Council is requested to consider proposed budget amendments to the 2025/26 Annual Budget as detailed in the attached spreadsheet.

Background

A review has been undertaken post-adoption of the 2025/26 Budget, conducted by Shire management. This review was undertaken to make recommendations for budget amendments that will ensure accurate budget and financial reporting during the 2025/26 financial year. This budget review has resulted in the amendments detailed in Attachment 1.

Consultation

The Executive Manager Corporate and Community Services and the Manager Corporate Services engaged with the Chief Executive Officer and Executive in undertaking the review during late July and early August 2025.

Statutory Environment

This is a minor review of the 2025/26 Annual Budget and is not to be construed as the major budget review that will occur in the third quarter of the financial year. Section 6.8 of the Local Government Act 1995 relates and requires an absolute majority decision of the Council to amend the adopted Budget.

Policy Implications

There are no relevant policy implications.

Financial Implications

The 2025/26 amended budget closing surplus/(deficit) forecast as at 30 June 2026 remains at \$0

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 monitor the Shire's ongoing financial performance and currency of data would increase the risk of a negative impact on the Shire's Financial position	Possible (3)	Moderate (3)	Medium (5-9)	Errors, Omissions and Delays	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 nine (9) 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 2025/26 Annual Budget has been reviewed to continue to deliver on strategies adopted by the Council and maintain a high level of service across all programs. Proposed budget amendments have been detailed in Attachment 1.

The budget review, after allowing for these amendments, shows an estimated forecast closing surplus/(deficit) position at 30 June 2026 of \$0, unchanged from the adopted budget.

Voting Requirements

Absolute Majority

OFFICER'S RECOMMENDATION & COUNCIL RESOLUTION 270825.07

Moved: Cr C Bartron

Seconded: Cr J Pomykala

That Council adopt the minor Budget Review, including endorsement of proposed amendments to the 2025/26 Municipal Budget, as detailed in Attachment 1.

**CARRIED 6/0
BY ABSOLUTE MAJORITY**

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

Against: Nil

SHIRE OF NARROGIN BUDGET REVIEW AUGUST 2025

					ADOPTED 2025/26 BUDGET		AMENDED 2025/26 BUDGET			
				CAPITAL (CAP) or OPERATING (OP)	REVENUE		REVENUE		INC. or DEC. TO SURPLUS/ TO DEFICIT)	
G/L or JOB NO.	SCHEDULE	GL ACCOUNT NAME	COMMENTS		\$	EXPENSE	\$	EXPENSE	\$	
3050102	5	Bush Fire Mitigation Activity Grant	Delete income and expense (was 2024/25)	OP	\$109,710			\$0		-\$109,710
2050192	5	Bush Fire Management Plan	Delete income and expense (was 2024/25)	OP		\$109,710			\$0	\$109,710
2050420	5	Natural Disaster Relief	Amend expense	OP		\$15,530		\$0	\$530	\$15,000
BO268	9	27 Egerton Street - Building Operations	Move from Schedule 9 to Schedule 13	OP		\$3,500			\$0	\$3,500
BO269	9	29 Egerton Street - Building Operations	Move from Schedule 9 to Schedule 13	OP		\$3,500			\$0	\$3,500
BM268	9	27 Egerton Street - Building Maintenance	Move from Schedule 9 to Schedule 13	OP		\$2,500			\$0	\$2,500
BM269	9	29 Egerton Street - Building Maintenance	Move from Schedule 9 to Schedule 13	OP		\$2,500			\$0	\$2,500
5100601	10	Transfer from Reserve	Add transfer from Reserve	CAP	\$0			\$5,000		\$5,000
BO200	11	Railway Station Building Operations	Move from Schedule 11 to Schedule 13	OP		\$13,310			\$0	\$13,310
BM200	11	Railway Station Building Maintenance	Move from Schedule 11 to Schedule 13	OP		\$5,180			\$0	\$5,180
2110800	11	Indigenous Cultural Events	Add expense	OP		\$0			\$12,000	-\$12,000
2110801	11	Australia Day	Add expense	OP		\$0			\$20,000	-\$20,000
2110821	11	Event/Festival	Reallocation to GL's 2110800 & 2110801	OP		\$45,360			\$18,360	\$27,000
PA18	11	Utility (Parks & Gardens)	Move from Schedule 12 to Schedule 11	CAP		\$0			\$35,000	-\$35,000
PA66	11	Ride on Mower (Parks & Gardens)	Move from Schedule 12 to Schedule 11	CAP		\$0			\$10,000	-\$10,000
PA18	12	Utility (Parks & Gardens)	Move from Schedule 12 to Schedule 11	CAP		\$35,000			\$0	\$35,000
PA66	12	Ride on Mower (Parks & Gardens)	Move from Schedule 12 to Schedule 11	CAP		\$10,000			\$0	\$10,000
BO262	13	St. John Ambulance Office - Building Ops	Move from Schedule 14 to Schedule 13	OP		\$0			\$7,510	-\$7,510
BO268	13	27 Egerton Street - Building Operations	Move from Schedule 9 to Schedule 13	OP		\$0			\$3,500	-\$3,500
BO269	13	29 Egerton Street - Building Operations	Move from Schedule 9 to Schedule 13	OP		\$0			\$3,500	-\$3,500
BM268	13	27 Egerton Street - Building Maintenance	Move from Schedule 9 to Schedule 13	OP		\$0			\$2,500	-\$2,500
BM269	13	29 Egerton Street - Building Maintenance	Move from Schedule 9 to Schedule 13	OP		\$0			\$2,500	-\$2,500
BO200	13	Railway Station Building Operations	Move from Schedule 11 to Schedule 13	OP		\$0			\$13,310	-\$13,310
BM200	13	Railway Station Building Maintenance	Move from Schedule 11 to Schedule 13	OP		\$0			\$5,180	-\$5,180
5130255	13	Caravan Park Loan Income	Add Caravan Park Units Loan Funds	CAP	\$2,571,320			\$4,071,320		\$1,500,000
BC236	13	Caravan Park Accomodation Units	Add Caravan Park Units CAPEX	CAP		\$0			\$1,500,000	-\$1,500,000
3130203	13	Tourism Grants	Amend revenue	OP	\$201,000			\$1,000		-\$200,000
BC236	13	Caravan Park Accomodation Units Fit out	Amend expense	CAP		\$400,555			\$200,555	\$200,000
MONOB01	13	Monopoly Project	Add Monopoly Project Expense	OP		\$0			\$100,000	-\$100,000
3130204	13	Monopoly Project	Add Monopoly Project income	OP	\$0			\$85,000		\$85,000
LB031	13	Acquisition of Furnival Street	Correct cost of acquisition - Furnival Street	CAP		\$132,000			\$205,000	-\$73,000
5130605	13	Transfer from Economic Development Reserve	Correct cost of acquisition - Furnival Street	CAP	\$132,000			\$205,000		\$73,000
BO262	14	St. John Ambulance Office - Building Ops	Move from Schedule 14 to Schedule 13	OP		\$7,510			\$0	\$7,510
4140851	14	Purchase of Fuels & Oils	Add budget purchase	OP		\$0			\$250,000	-\$250,000
4140852	14	Allocation of Fuels and Oils	Add budget allocation	OP		\$0			-\$250,000	\$250,000
					\$3,014,030	\$786,155	\$4,367,320	\$2,139,445	\$0	

10.4 OFFICE OF THE CHIEF EXECUTIVE OFFICER

10.4.1 PROPOSED DELEGATION AMENDMENT – CEO AUTHORITY TO ENACT LEASE RENEWALS

File Reference	13.5.7
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interests that requires disclosure.
Applicant	Not Applicable
Previous Item Numbers	Nil
Date	24 June 2025
Author	Danielle van Rooyen - Business Development & Innovation Officer
Authorising Officer	Dale Stewart - Chief Executive Officer
Attachments 1. Delegation 3.4 Disposing of land – leases, rentals etc - DRAFT	

Summary

This report recommends an amendment to the Delegations Register to authorise the Chief Executive Officer (CEO) to exercise renewal or extension options for leases that have previously been adopted by Council.

The proposed delegation would apply to both community and commercial leases, allowing the CEO to enact renewals where:

- The lease contains a Council-approved renewal clause, and
- The lessee has demonstrated satisfactory performance.

For this purpose, satisfactory performance is defined as:

- Timely rent and outgoings payments;
- Compliance with lease obligations;
- Responsible use of the premises; and
- No outstanding disputes or breaches.

The CEO would also be authorised to agree to minor administrative changes at the time of renewal, provided these do not materially alter the financial value, risk profile, permitted use, or duration of the lease. Examples of such changes may include:

- Updated contact details or organisational structure;
- Clarification of maintenance responsibilities; and
- Adjustments to payment method or frequency (e.g., monthly vs quarterly).

This amendment aims to streamline routine renewals and reduce unnecessary referrals to Council.

The amendments to the delegation would not extend to:

- New leases (where no previous Council decision exists); and
- Lease renewals involving significant changes to core terms (rent, use, duration).

Background

The Shire of Narrogin manages a range of property leases with both commercial and community tenants. Many of these leases include renewal or extension clauses that have already been approved by Council as part of the original lease agreement.

Under current practice, even where the renewal terms are pre-approved and unchanged, lease extensions are referred to Council for re-endorsement. This can lead to unnecessary administrative delay, especially in cases where the lessee has fully complied with their obligations.

The Local Government Act 1995 (s.5.42) allows Council to delegate authority to the CEO to perform any of its powers or duties, other than those expressly excluded by the Act. While the CEO currently holds general authority under s.5.41(1), the inclusion of an explicit delegation will provide clarity, support efficient lease management, and align the Shire's processes.

The proposed delegation would allow the CEO to enact lease renewals where the original agreement and renewal terms have been previously considered and adopted by Council, and where the lessee's performance under the lease has been satisfactory. It also permits the CEO to make minor administrative amendments that do not materially change the lease's key terms.

This change is designed to support timely decision-making while preserving Council's oversight of significant leasing matters and ensuring continued accountability through regular reporting.

Consultation

Consultation regarding the lease renewal occurred with the Chief Executive Officer.

Statutory Environment

Local Government Act 1995

- Section 5.41(1) – Functions of the CEO. Empowers the CEO to carry out the day-to-day management of the local government, including exercising powers and discharging duties delegated by Council.
- Section 5.42 – Delegation of some powers and duties to CEO. Allows Council to delegate to the CEO the exercise of any of its powers or duties, except those specifically restricted under Section 5.43.

Policy Implications

The Shire's Delegations Register already includes Delegation 3.4 – Disposing of Land – Licences, Leases, Rentals etc, which allows the CEO to approve leases and licences for terms of up to two years under specific conditions. The proposed delegation would complement this by specifically enabling the CEO to enact lease renewals where the original lease and its renewal terms have been previously approved by Council.

Sustainability & Climate Change Implications

Environmental - There are no significant identifiable environmental impacts arising from adoption of the officer's recommendation.

Economic - The proposed delegation is expected to improve administrative efficiency and reduce delays in processing lease renewals, which may enhance tenant certainty and support economic continuity for both commercial and community lessees. By streamlining renewals where Council has already endorsed lease terms, the Shire can reduce transactional overheads and focus resources on strategic property management and business development outcomes.

Social - There are no significant identifiable social impacts arising from adoption of the officer's recommendation.

Financial Implications

There are no direct financial costs associated with the adoption of this delegation. However, enabling the Chief Executive Officer to approve lease renewals under previously endorsed terms may reduce administrative workload and Council reporting requirements, resulting in indirect operational savings.

Strategic Implications

Shire of Narrogin Strategic Community Plan 2017-2027	
Objective 4	Continually enhance the Shire's organisational capacity to service the needs of a growing community.
Outcome:	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 implement the delegation may result in administrative delays, creating operational risks for both the Shire and its tenants, particularly where timely lease renewals are necessary for continuity of service or occupancy.	Unlikely (2)	Minor (2)	Low (1-4)	Compliance Requirements	Accept Officer Recommendation to update Delegation 3.4 – Disposing of Land, Licence, Rentals etc.

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 four (4) 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 proposed delegation presents a practical solution to improve the efficiency of lease management by allowing the Chief Executive Officer to exercise lease renewal or extension options that have already been approved by Council. It ensures an appropriate balance between operational efficiency and governance oversight by limiting the delegation to leases with pre-approved renewal clauses and satisfactory lessee performance.

This delegation would complement existing authority under Delegation 3.4 by introducing a new mechanism for managing routine lease renewals, reducing the need for unnecessary referrals to Council.

Adopting this delegation would support more streamlined property management processes while ensuring Council retains full authority over new leases, significant lease amendments, and long-term leasing arrangements.

Voting Requirements

Absolute majority

OFFICER'S RECOMMENDATION

That with respect to the proposed amendment to the Shire of Narrogin's Delegations Register regarding lease renewals under proposed Delegation 4.2 – Lease Renewals and Extensions, Council:

1. Approve the amendment to Delegation 3.4 – Disposing of Land – Licences, Leases, Rentals etc., to authorise the Chief Executive Officer to exercise lease renewal or extension options contained within existing lease agreements subject to demonstrating lease obligations performance to the satisfaction of the officer (Attachment 1); and
2. Request the Chief Executive Officer to update the Delegations Register accordingly.

COUNCIL RESOLUTION 270825.08

Moved: Cr J Pomykala

Seconded: Cr M Fisher

That with respect to the proposed amendment to the Shire of Narrogin's Delegations Register regarding lease renewals under proposed Delegation 4.2 – Lease Renewals and Extensions, Council:

1. Approve the amendment to Delegation 3.4 – Disposing of Land – Licences, Leases, Rentals etc., to authorise the Chief Executive Officer to exercise lease renewal or extension options contained within existing lease agreements subject to demonstrating lease obligations performance to the satisfaction of the officer, as per the amended Attachment 1, subject to the addition of the following point 6 'Prior to effecting the delegation for the renewal of leases the CEO be required to inform the Elected Members via email, allowing 30 days notice to request that the delegation not be so used and instead it be referred to Council.'; and
2. Request the Chief Executive Officer to update the Delegations Register accordingly.

**CARRIED 6/0
BY ABSOLUTE MAJORITY**

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

Against: Nil

Reasons for Change

The Council was of the view that there may occasionally be a reason, extraneous to contract performance factors, that the Council might need to have an effective 'call in' clause.

3.4 Disposing of land – Licences, Leases, Rentals etc

Statutory context

Local Government Act 1995 –
s.3.58 – disposition of assets

Residential Tenancies Act 1987

Caravan Parks and Camping Grounds Act 1985

Commercial Tenancy (Retail Shops) Agreements Act 1985

Local Government (Function and General) Regulations 1996 –
r.30 – limited exemption for disposition of assets

Corporate context None

History

Last Reviewed	26 May 2021
Amended	26 May 2021
Reviewed	27 April 2022
Reviewed	26 April 2023
Reviewed	22 May 2024
Reviewed	28 May 2025

Delegation from Council to CEO

Functions to be performed

1. The CEO is delegated power to determine leases, licences or rental of land or property for periods of 2 years or less, in accordance with any policy, guidelines or conditions as set by Council from time to time.
2. The CEO is also delegated authority to exercise renewal or extension options within existing leases, licences or rental agreements, subject to:
- The lease or licence containing a renewal or extension clause previously approved by Council; and
 - The lessee having satisfactorily performed their obligations under the lease or licence, including:
 - Timely payment of rent and outgoings;
 - Compliance with lease obligations;
 - Responsible use of the premises; and
 - No outstanding disputes or breaches; and
4. Any administrative changes made at the time of renewal or extension being minor in nature and not materially altering the financial value, permitted use, risk profile, or duration of the lease or licence.

Conditions on use of delegation

1. This delegation applies where the consideration is less than \$50,000 ex GST, for the term of the lease, including any extensions, unless prior authorisation given by Council specifically or by reference.
2. All leasing or rental of property for more than 2 years to be referred to Council for decision, except for staff in Shire or privately owned housing.
3. Periodic leases of Caravan Site Bays at the Narrogin Caravan Park for long stay tenants permitted.
4. All sale of land requires authorisation by Council resolution.
- 4.5. This delegation applies only to the exercise of renewal or extension options already adopted by Council as part of the lease or licence terms.

Sub-delegation permitted to

- a) Executive Manager Corporate and Community Services
- b) Executive Manager Technical & Rural Services with respect to the Narrogin Caravan Park Long Stay Tenancies

Formatted: Font: 10 pt

Formatted: List Paragraph, Right: 1.39 cm, Space Before: 1.85 pt, Line spacing: Multiple 1.15 li, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1.4 cm + Indent at: 2.04 cm, Tab stops: 2.03 cm, Left + 2.04 cm, Left

Formatted: Font: 10 pt

Formatted: Font: 10 pt

Formatted: Font: 10 pt

Formatted: Font: 10 pt

Formatted: Font: 10 pt

Formatted: Bulleted + Level: 1 + Aligned at: 2.67 cm + Indent at: 3.31 cm

Formatted: Not Expanded by / Condensed by

Formatted: Font: 10 pt

Delegation by CEO to other employees

Nil

References

Formal record of use File copy of notice

File number 5.1.5

Notes

Formatted: Space After: 6 pt

The Department of Local Government ~~and Communities~~ considers leasing and rentals to be disposal of land under Local Government Act 1995 s.3.58 as it is a grant of exclusive right for the period agreed.

Functions and General Regulations r.30 has different exemptions and different values for land and other property.

Formatted: Line spacing: Multiple 1.15 li

Formatted: Space Before: 0.05 pt, Line spacing: Multiple 1.15 li

10.4.2 LEASE OF SOLDIERS MEMORIAL HALL, 29 EGERTON STREET – NARROGIN & DISTRICTS EIGHTBALL ASSOCIATION INC.

File Reference	A143400
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interests that requires disclosure.
Applicant	Narrogin & District Eightball Association Inc.
Previous Item Numbers	Item 10.4.3, 18 June 2025 Res. 180625.11
Date	13 August 2025
Author	Danielle van Rooyen - Business Development & Innovation Officer
Authorising Officer	Dale Stewart – Chief Executive Officer
Attachments 1. Soldiers Memorial Hall, 29 Egerton Street - Narrogin & District Eightball Association Inc – Draft Lease 2. Proposal from Narrogin & District Eightball Association Inc. 3. Letter from Narrogin & District Eightball Association Inc. 4. Response to letter from Shire of Narrogin clarifying situation	

Summary

This report seeks Council's approval to enter into a formal lease with the Narrogin & District Eightball Association Inc for the former Narrogin Soldiers' Memorial Institute building, consistent with Resolution 180625.11 of the Ordinary Council Meeting of 18 June 2025.

The proposed lease is for a term of three (3) years with a further three (3) year option, at a peppercorn rent of \$1.00 per annum (plus GST) under a "protect and preserve" arrangement and will commence once the land transfer to the Shire has been finalised.

In addition to the Shire's standard not-for-profit lease provisions, the draft lease includes special conditions requiring the Lessee to:

- Pay all outgoings, with Council to consider an annual rates waiver under section 6.47 of the Local Government Act 1995;
- Contribute 30% of water costs due to a shared meter;
- Reimburse the Shire for building insurance;
- Retain all income for association purposes and/or building upkeep;
- Allow veterans' commemorative access;
- Preserve and maintain a heritage memorabilia display;
- Permit RSL Sub-Branch meetings at no cost if they are so established;
- Undertake external painting and meet "protect and preserve" maintenance obligations; and
- Accept that the lease applies to the building only, with the Shire maintaining surrounding land and gardens.

This arrangement will secure the building's ongoing use and preservation by an active community organisation, minimise the Shire's direct maintenance obligations, and retain flexibility for longer-term strategic planning for the site

Background

In June 2025, Council endorsed negotiations for a lease with the Narrogin & District Eightball Association Inc for the former Narrogin Soldiers' Memorial Institute building, based on a "protect and preserve" arrangement under the Shire's standard not-for-profit lease. The parameters included an initial term of one (1) year with a further one (1) year option, annual rent of \$1,200 plus GST, and on an "as is, where is" basis.

During negotiations, the Association expressed interest in a five (5) year term with a further five (5) year option at a nominal rent of \$1.00 per annum, citing the need for longer-term certainty to support their investment of time and resources in maintaining and improving the building.

Given the building's strategic CBD location, heritage value, and the need to maintain flexibility for future precinct planning, officers have discussed a possible compromise of a three (3) year initial term with a further three (3) year option. Under this approach, the annual rent would be reduced to \$1.00 per annum (plus GST), enabling the Association to direct more funds towards building upkeep, particularly external painting. Assistance for external paint and materials may also be available through the Shire's community grants program or similar funding avenues, subject to budget capacity.

The lease would apply to the building only, with surrounding land, gardens, and external areas to remain under Shire care and maintenance. As the site operates from a shared water meter servicing both the building and gardens, it is proposed that the Association contribute 30% of the total water bill, with the Shire paying the remaining 70%. This allocation reflects the building's lower water consumption compared to the irrigation requirements of the gardens and avoids the need for a sub-meter.

During negotiations, correspondence was received from a committee member who had attended the lease negotiation meeting, expressing concerns regarding the Shire's handling of the lease process. Shire staff have provided a written response clarifying the circumstances and addressing the matters raised. Both the correspondence and the Shire's reply are provided in the attachments for Council's information.

Council is invited to consider whether the proposed three (3) year initial term with a further three (3) year option is appropriate in finalising the lease arrangements.

Consultation

Consultation has occurred with:

- Chief Executive Officer;
- Business Development & Innovation Officer; and
- Narrogin & District Eightball Association Inc.

Statutory Environment

The following statutory provisions relate:

- Local Government Act 1995, Section 3.58 – Disposing of property. The proposed lease is to a not-for-profit community organisation and is therefore exempt from public advertising requirements under Regulation 30(2)(b) of the Local Government (Functions and General) Regulations 1996.
- Heritage Act 2018, Part 3 – Protection of places entered in the Local Heritage Survey. The Narrogin Soldiers' Memorial Institute building is identified as a Grade B heritage place in the Shire's Local Heritage Survey, which requires that its heritage values be considered in any use, or works undertaken.

Policy Implications

The following Policy implications relate:

- Council Policy 5.9 – Asset Management. This policy emphasises managing Shire assets responsibly to ensure long-term utility and community benefit. Activating the Soldiers' Memorial Institute building through a community lease under a "protect and preserve" agreement supports the policy's goals of heritage conservation, meaningful community use, and sustainable stewardship.
- Council Policy 6.3 - Active Narrogin. Aimed at providing accessible and affordable opportunities for community sports and recreation. Leasing the building to the Narrogin & District Eightball Association Inc supports the Shire's commitment to promoting active community facilities.

Sustainability & Climate Change Implications

Environmental - There are no significant identifiable environmental impacts arising from adoption of the officer's recommendation.

Economic - The proposal provides economic benefit to the Shire by reducing future maintenance liabilities through the Association's investment in upkeep, supported by their ability to seek and secure external grant funding that may deliver additional improvements to a heritage asset without full Shire cost. Continued use of the building also supports activation of the CBD.

Social - The proposal supports ongoing community use of a heritage building, fostering social interaction and volunteerism, and contributing to the vibrancy and inclusiveness of the CBD while preserving its cultural significance.

Financial Implications

The proposed reduced rent will result in a minor decrease in revenue, offset by the Association's commitment to ongoing building upkeep. There is no material impact on the current Budget or Long-Term Financial Plan.

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
Objective:	2.	Social Objective (To provide community facilities and promote social interaction)

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:	2.3.4	Provide improved community facilities (eg library/recreation)
Outcome:	2.4	Cultural and heritage diversity is recognised
Strategy:	2.4.1	Maintain and enhance heritage assets
Objective:	3.	Environment Objective (Conserve, protect and enhance our natural and built environment)
Outcome:	3.4	A well maintained built environment
Strategy:	3.4.1	Improve and maintain built environment

Risk Implications

Risk	Risk Likelihood	Risk Impact / Consequence	Risk Rating	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
If the lease is approved with a higher annual rent, there is risk of the potential for less investment in the repairs or improvements to the building or its façade.	Possible (3)	Minor (2)	Medium (5-9)	Asset Sustainability	Manage by lease conditions.
If lease is not approved. The building may remain vacant, leading to reduced activation of the CBD, potential deterioration of a heritage asset, and loss of community use.	Possible (3)	Moderate (3)	Medium (5-9)	Asset Sustainability	Managed by lease

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 six (6) and 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

The proposed lease strikes a fair and mutually beneficial balance, supporting the ongoing activation and preservation of a key heritage asset in the Narrogin CBD. It incorporates negotiated special conditions (outlined earlier in this report) that clearly define operational responsibilities, heritage preservation requirements, and community access obligations. A three (3) year initial term with a further three (3) year option at a nominal rent of \$1.00 per annum (plus GST) will provide Narrogin & District Eightball Association Inc with the security to invest time, resources, and effort into maintaining and enhancing the facility. This certainty is also expected to position the Association to pursue external grant opportunities, with the Shire able to assist through advocacy, letters of support, and potential financial contributions, subject to budget capacity and successful funding outcomes.

The arrangement represents a practical middle ground between the Association's preference for a longer lease term and the Shire's need to retain flexibility for future precinct planning, particularly given the property's strategic location and heritage significance. It will ensure the building remains in active community use, managed by an experienced and engaged local organisation, safeguarding its social, cultural, and recreational value.

Under the proposed terms, the Shire's direct maintenance obligations are minimised, reducing the risk of significant future capital outlay, while retaining responsibility for the surrounding land and gardens. The financial impact to the Shire is negligible and is outweighed by the community, cultural, and economic benefits of securing the building's continued use and upkeep.

Voting Requirements

Simple Majority

OFFICER'S RECOMMENDATION & COUNCIL RESOLUTION 270825.09

Moved: Cr C Bartron

Seconded: Cr R McNab

That with respect to the proposed lease of the former Narrogin Soldiers' Memorial Institute building to the Narrogin & District Eightball Association Inc, Council:

1. Authorise the Shire President and the Chief Executive Officer to prepare, sign and affix the common seal to a new lease with the Narrogin & District Eightball Association Inc in the substantive form of the draft lease (Attachment 1), commencing not before the Shire's date of ownership, and indicatively 1 October 2025, for an initial three (3) year term with the option of a further three (3) years at a rental of \$1pa plus GST (on demand).

CARRIED 6/0

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

Against: Nil

Lease Former Soldiers Institute Hall (Portion of Lot 1113, 29 Edgerton Street, Narrogin)

Shire of Narrogin
&
Narrogin Eightball Association 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	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	5
7. Rent Review	6
Rent to be Reviewed	6
Methods of Review	6
CPI Review	6
Market Rent Review	6
Rent will not decrease	6
Lessor's right to review	7
8. Insurance	7
Insurance required	7
Building Insurance to be effected by Lessor	7
Details and receipts	7
Lessee May be Required to Pay Excess on Insurances	8
Not to invalidate	8
Report	8
Settlement of claim	8
Lessor as attorney	8
9. Indemnity	8
Lessee responsibilities	8
Indemnity	9
Obligations Continuing	9
No indemnity for Lessor's negligence	9
Release	9
10. Limit of Lessor's liability	10
No liability for loss on Premises	10
Limit on liability for breach of Lessor's covenants	10
11. Maintenance, repair and cleaning	10
Generally	10
Cleaning	11
Repair	11

Responsibility for Securing the Premises	11
Maintain surroundings	11
Lessor's Fixtures and Fittings	11
Pest control	12
Painting	12
Drains	12
12. Use	12
Restrictions on use	12
No warranty	13
Lessee to Observe Copyright	14
Premises Subject to Restriction	14
Indemnity for Costs	14
13. Alcohol	14
Consumption of alcohol	14
Liquor licence	14
14. Minimise nuisance to neighbours	15
15. Alterations	15
Restriction	15
Consent	15
Cost of Works	16
Conditions	16
16. Lessor's right of entry	16
Entry on Reasonable Notice	16
Costs of Rectifying Breach	16
17. Statutory obligations and notices	17
Comply with Statutes	17
Indemnity if Lessee Fails to Comply	17
18. Report to Lessor	17
19. Default	17
Events of Default	17
Forfeiture	18
Lessor may remedy breach	18
Acceptance of Amount Payable By Lessor	18
Essential Terms	18
Breach of Essential Terms	19
20. Damage or destruction of Premises	19
Abatement of Rent	19
Total Damage or Destruction	19
21. Option to renew	20
22. Holding over	20
23. Restore premises	20
24. Yield up the premises	20
Peacefully surrender	20
25. Removal of property from Premises	21
Remove property prior to termination	21
Lessor can remove property on re-entry	21
26. Casual Hire of Premises	21

Casual Hire	21
Lessee remains responsible for Premises at all times	21
27. Assignment, Subletting and Charging	21
No assignment or sub-letting without consent	21
Lessor's Consent to Assignment and Sub-letting	21
Where sublessee is a community group	22
Consents of Assignee Supplementary	22
<i>Property Law Act 1969</i>	22
Costs for assignment and sub-letting	22
No mortgage or charge	22
28. Disputes	22
Referral of Dispute: Phase 1	22
Referral of Dispute: Phase 2	23
Appointment of Arbitrator: Phase 3	23
Payment of Amounts Payable to Date of Award	23
29. Prior notice of proposal to change rules	23
30. Provision of information	23
31. Right to terminate upon notice	23
32. Caveat	23
No absolute caveat	23
CEO & Lessor as attorney	24
Ratification	24
Indemnity	24
33. Goods and services tax	24
Definitions	24
Lessee to pay GST	25
Consideration in Kind	25
34. No Fetter	25
35. Additional Terms Covenants and Conditions	25
36. Commercial Tenancy Act	26
37. Acts by agents	26
38. Governing law	26
39. Statutory powers	26
40. Notice	26
Form of delivery	26
Service of notice	26
Signing of notice	26
41. Severance	27
42. Variation	27
43. Moratorium	27
44. Further assurance	27
45. Payment of money	27
46. Waiver	27
No general waiver	27
Partial exercise of right power or privilege	27

Schedule	28
Signing page	31
Annexure 1 – Sketch of Premises (Red outline)	32
Annexure 2 – Minister for Lands' Consent	33

Details

Parties

Shire of Narrogin

of PO Box 1145, Narrogin, Western Australia
(Lessor)

Narrogin Eightball Association Inc

of Po Box 1001, Narrogin, Western Australia
(Lessee)

Background

- A The Lessor is registered as the proprietor of the Land.
- B 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;

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 **not** 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 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, 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 6.4** 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 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 8.1** 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 8.1** and **clause 8.2**.

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 8.1** and **clause 8.2** 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 8.1** and **clause 8.2**.

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 8.1** and **clause 8.2**;
- (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 8.1** and **clause 8.2**;
- (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 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 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 9.2** 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 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

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) 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 15.1** 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 15.1**:
 - (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 against:

- (e) failing to perform, discharge or execute any of the items referred to in **clause 17.1**; and
- (f) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clause 17.1**.

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 19.1** 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 19.5** 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 by 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 24.1** 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 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 28.1** 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 28.2** 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, 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(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 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 1113, 29 Edgerton Street, Narrogin on Deposited Plan [insert details] being a portion of the land comprised in Certificate of Title Volume [insert details] Folio [insert details]

Premises

That part of the Land depicted on the plan 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

3 years commencing on 1 October 2025 and expiring on 30 September 2028

Item 3 Further Term

3 years commencing on 1 October 2028 and expiring on 30 September 2031

Item 4 Commencement Date

1 October 2025 (Commencement date subject to ownership of land)

Item 5 Rent

\$1 plus GST payable annually in advance on demand.

Item 6 Rent Review

Not applicable

Item 7 Permitted purpose

Club rooms incorporating billiard/pool tables and associated social activities, to be conducted in accordance with the Association's Rules and for ancillary veteran-related activities, in compliance with all lawful approvals.

Item 8 Public liability insurance

Ten million dollars (\$10,000,000.00).

Item 9 Repainting Dates

1 October 2027

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 service 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.
 - ii. The Lessee shall be responsible for water consumption. As there is no sub-meter separating the building from the land, the Lessee will contribute **30%** of the total water consumption for the property.
- c) For clarity, the fixed building assets on the property being insured by the Shire of Narrogin, the Lessee is 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 or 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) Notwithstanding Clauses 12(8), 12(9), 13 and 26 and acknowledging that the Lessee will organise special events on the Premises from time to time;
 - i. The Lessor approves the Premises to be used for the occasional consumption and sale of alcohol without application to the Lessor in accordance with an approved and appropriate Liquor License issued by the Director of Liquor Licensing.
- g) The Lessee shall occupy, use, and manage the Premises in accordance with a "protect and preserve" principle, exercising all reasonable skill, care, and diligence to safeguard the existing condition of the Premises and to prevent any damage, deterioration, or degradation arising from neglect, misuse, omission, or failure to maintain in accordance with the requirements of this Lease.
- h) The Lessee shall make the Premises available, at no cost, to local veterans for the purpose of conducting ANZAC Day, Remembrance Day, and Vietnam Veterans Day commemorative events on an annual basis.
 - i. The Lessee shall permit reasonable access to the Premises prior to and following such events to allow for preparation and pack-down.
- i) The Lessee shall make available, within the Premises, a reasonable and appropriate area for the display of historic and commemorative memorabilia, such display to be maintained in a clean, secure, and respectful manner at all times.
- j) Should a local RSL Sub-Branch be established during the Term, the Lessee shall permit such Sub-Branch to utilise the Premises for monthly meetings, or at other times as reasonably required, without charge. Such use must be arranged in advance with the Lessee to ensure compatibility with existing bookings and activities.

k) Notwithstanding clause 11,

- i. The Lessee accepts the Premises in their current “as is, where is” condition as at the Commencement Date. The Lessor will not be responsible for undertaking any repairs, maintenance, or upgrades to either the structural or non-structural components of the Premises during the Term. Notwithstanding this, the Lessor will, where practicable, assist the Lessee by providing advocacy and letters of support for grant applications to improve the Premises. The Lessor will also assist with coordination and, subject to budgetary considerations, contribute financially on a general one-third ($\frac{1}{3}$) cash contribution basis if such grant applications are successful and require such contribution.
 - ii. The Lessee acknowledges that this Lease grants rights to the building only and does not include any surrounding land or gardens. The Lessor shall be responsible for maintaining the gardens, which are excluded from this Lease and from the Lessee’s obligations.
- l) In addition to the Lessee’s repainting obligations under clause 11, any external painting of the Premises required during the Term shall be the responsibility of the Lessee. The Lessee is advised that the Lessor may, at its discretion and subject to budget availability, provide assistance through community grants or other funding programs to support the purchase of paint and related materials or procure contractors for the external areas of the Premises only.

Signing page

EXECUTED [add day and month] 2025

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)

THE COMMON SEAL of Narrogin & Districts Eightball Association Inc was hereunto affixed 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-

Office Holder Sign

Office Holder Sign

Name:

Name:

Address:

Address:

Office Held:

Office Held:

Annexure 1 – Sketch of Premises (Red outline)



Annexure 2 – Minister for Lands' Consent

Not applicable.

NARROGIN AND DISTRICTS EIGHTBALL ASSOCIATION INC.



Re: Proposed Lease Agreement for 29 Egerton Street (Former RSL Hall)

To whom it may concern,

We write in response to the proposed lease agreement offered to the Narrogin & Districts Eight Ball Association for the premises at 29 Egerton Street, formerly the RSL Hall.

While we appreciate the opportunity to enter into a lease arrangement, the proposed term of one year with a one-year option is unfortunately not viable for the scope of work we envision for the property. The building is currently in a significant state of disrepair, and its condition would require substantial investment in both time and financial resources to bring it to a usable and safe standard.

Structural concerns include:

- substandard renovations
- A rear wall that was constructed without appropriate foundations or stumps.
- Removal of the front load-bearing wall and subsequent reliance on an unsupported rear wall to bear roofing load.
- Rotten stumps from external renovations causing the building to shift and separate.
- The cutting of structural bearers under floor compromising the structure's integrity
- Evidence of white ant damage.

Our goal is to restore and rejuvenate the hall not only for use by our Association but also as a shared community space – supporting RSL commemorations, youth engagement programs, and major Eight Ball events. This would include installing a bar and kitchen to support operational sustainability.

This vision entails considerable investment, which we intend to raise through a combination of club funds, grants, and community fundraising efforts. However, such an undertaking can only be justified if we are granted a long-term lease that ensures security of tenure.

The Narrogin & Districts Eight Ball Association has proudly served the local community for 30 years, with an average membership exceeding 100. Our 2025 summer season reached 147 members, making us one of Narrogin's most active sporting organisations and the third-largest country Eight Ball club in Western Australia. Our members range in age from 10 to 80, and we are proud to support junior and senior players who compete at both state and international levels.

Due to the continued growth of our Association, we have outgrown the local hotel venues currently used for competition. It is no longer suitable to host junior players in hotel environments. Despite our size and impact, we have never previously requested financial support or facilities from the Shire of Narrogin.

Today, we are respectfully seeking your support.

We request consideration for a peppercorn lease agreement similar to those extended to other sporting clubs in the district – a five-year lease with a five-year option, at a nominal rate of \$1 per annum. This arrangement would provide the security required to undertake the necessary improvements and turn the former RSL Hall into a valued, multi-use community asset.

We thank you for your time and consideration and would welcome the opportunity to discuss this proposal further.

Yours sincerely,

Narrogin and Districts Eightball Association.

David Shanks

52 Clifford Street
Cuballing WA 6311
qbmobil@bigpond.com
0408 226 662
4 August 2025

Chief Executive Officer

Shire of Narrogin
Narrogin WA 6312

Subject: Concerns Regarding the Management of the RSL Hall

Dear Sir/Madam,

I am writing to formally express my deep concern regarding the recent handling of the RSL Hall by the Shire of Narrogin.

As you are aware, the Narrogin 8 Ball Association, in collaboration with the local RSL, had been actively working towards transferring custodianship of the hall from the RSL to the Narrogin 8 Ball Association. The objective was to create a functional space that would serve not only both organisations but also the wider community.

During this process, the Shire was approached to provide guidance on the appropriate handover and long-term management strategy. The advice received was clear: that the RSL should formally dissolve, and that the Shire would subsequently apply for ownership of the property, with the intention of leasing it back to the 8 Ball Association under a peppercorn arrangement. This arrangement was presented as a mutually beneficial and community-oriented solution. It was supported not only verbally but also confirmed in writing as recently as a few weeks ago.

Regrettably, the situation has since taken an unexpected and disappointing turn. The 8 Ball Association was asked to vacate the premises temporarily to facilitate the finalisation of documentation. However, now the Shire have secured legal ownership of the hall, it has withdrawn from the previously agreed arrangement. Instead, the Shire has now offered only a one-year lease and has indicated an interest in pursuing commercial leasing opportunities for the property—this despite the fact that numerous commercial properties in the town remain unoccupied.

This course of action demonstrates a concerning disregard for the 147 members of the Narrogin 8 Ball Association, the legacy of the RSL, and the broader community that was set to benefit from the hall's continued use as a shared space. It appears that commercial interests have been prioritised over community benefit and over the commitments made to local organisations.

In light of these developments, I respectfully urge the Shire to reconsider its current position and to work towards a resolution that honours the commitments previously made to the Narrogin 8 Ball Association, the RSL, and the wider community. This matter calls for transparency, accountability, and a genuine commitment to public service and community engagement.

I would appreciate your prompt attention to this matter and look forward to a formal response outlining how the Shire intends to resolve this issue in a manner consistent with the community's best interests.

Yours sincerely,

David Shanks

YOUR REF:

OUR REF: OCR2517307

ENQUIRIES: Danielle van Rooyen



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

11 August 2025

Mr David Shanks
 Narrogin and Districts Eightball Pool Association Inc.
 PO Box 1001
 Narrogin WA 6312

(via: ngndist8ball@gmail.com & qbmobility@bigpond.com)

Dear David

PROPOSED LEASE OF SOLDIER MEMORIAL INSTITUTE – 29 EDGERTON STREET, NARROGIN

I refer to your correspondence dated 4 August 2025 regarding the proposed lease of the Soldiers Memorial Institute (former RSL Hall) to the Narrogin and Districts Eight Ball Association. Your letter contained several statements about this matter that are inaccurate and do not reflect the factual sequence of events.

To ensure the record is clear:

- On 22 July 2025, you were provided with an email enclosing the formal Council resolution. That resolution expressly supported the Narrogin and Districts Eight Ball Association as the preferred tenant for the Soldiers Memorial Institute and authorised the Chief Executive Officer to enter lease negotiations with the Association.
- On Wednesday, 24 July 2025, you, together with the President of the Narrogin and Districts Eight Ball Association, met with me and the Shire's Business Development and Innovation Officer, Ms Danielle van Rooyen, at the Shire's Administration office.
- During the meeting, we discussed the process for the Association to submit its formal response to the proposal, including your Association's preference why the lease should be peppercorn (\$1 pa) versus the \$1,200 in the Council resolution, and for a longer term (eg minimum of five years) and you were advised to put those propositions in writing, in order that they could be presented to Council at its meeting scheduled for Wednesday, 27 August 2025.
- On 31 July 2025 your Association indeed submitted its proposal in writing to myself.
- At no time did the Shire direct the Association to vacate the building. You advised during the meeting that the Association had already vacated the premises due to issues and concerns with the water account.
- At no point in that meeting did the Shire advise or suggest that it would be seeking commercial leasing opportunities for the property.

The Association's proposal, received on 31 July 2025, seeks a five-year lease with a further five-year option at a peppercorn rental, along with plans for significant building works. As advised at the meeting, this draft proposal will go to Council for consideration.

For clarity, no agreement at law exists for a long-term peppercorn lease of the premises and whilst the club may have received some sort of commitments with one or more former officials of the former Sub-Branch or former Soldiers Memorial Institute, they are not legally binding.

Any decision regarding the leasing of Shire-owned property can only be made by resolution of Council, following consideration of all relevant information.

Your assertions regarding "withdrawn commitments" are therefore incorrect. The Council's and Shire's position remains exactly as stated at the 24 July meeting — the matter will be determined by Council and will be informed by the negotiations and your proposal received.

Should you or the Association wish to provide further supporting information for Council's consideration, in addition to which we have already received, it must be received by the Shire no later than close of business on Monday, 18 August 2025.

Yours sincerely



Dale Stewart
Chief Executive Officer

cc Elected Members
 Narrogin and Districts Eight Ball Association
 Danielle van Rooyen, BDIO

10.4.3 RECRUITMENT EXECUTIVE MANAGER INFRASTRUCTURE SERVICES

The Chief Executive Officer requested this item be withdrawn whereupon it would be presented to the next available Council Meeting.

OFFICER'S RECOMMENDATION & COUNCIL RESOLUTION 270825.10

Moved: Cr T Weise

Seconded: Cr J Pomykala

That Item 10.4.3 Recruitment Executive Manager Infrastructure Services be deferred to the next available Council Meeting.

CARRIED 6/0

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

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 8:37 pm and, pursuant to resolution 231024.07 of 23 October 2024, reminded Councillors of the next Ordinary Meeting of the Council, scheduled for 7.00 pm on Wednesday 24 September 2025, at this same venue.



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