



**Shire of Derby /
West Kimberley**

CONFIRMED MINUTES

**Ordinary Council Meeting
Thursday, 12 October 2023**

Date: Thursday, 12 October 2023

Time: 5:30 PM

**Location: Council Chambers
Clarendon Street, Derby**



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**MINUTES OF SHIRE OF DERBY / WEST KIMBERLEY
ORDINARY COUNCIL MEETING
HELD AT THE COUNCIL CHAMBERS, CLARENDON STREET, DERBY
ON THURSDAY, 12 OCTOBER 2023 AT 5:30 PM**

PRESENT: Cr Geoff Haerewa (Shire President), Cr Peter McCumstie (Deputy Shire President), Cr Paul White, Cr Pat Riley, Cr Geoff Davis (MS Teams – entered the meeting at 5:37pm), Cr Andrew Twaddle (MS Teams) and Cr Rowena Mouda (MS Teams).

IN ATTENDANCE: Neil Hartley (Acting Chief Executive Officer / Director of Strategic Business), Wayne Neate (Director Technical and Development Services), Tamara Clarkson (Deputy Chief Executive Officer / Acting Director of Corporate Services), Christie Mildenhall (Acting Director of Community Services)(MS Teams), Mark Davis (Executive Services Project Director)(MS Teams), Bob Hoogland (Manager Corporate Services) and Sarah Smith (Executive Services Coordinator).

VISITORS: Nil

GALLERY: Nil

APOLOGIES: Nil

APPROVED LEAVE OF ABSENCE: Cr Keith Bedford.

ABSENT: Nil

1 DECLARATION OF OPENING, ANNOUNCEMENTS OF VISITORS

The meeting was opened at 5:33pm by Geoff Haerewa.

2 ATTENDANCE VIA TELEPHONE/INSTANTANEOUS COMMUNICATIONS

A Councillor may attend council or committee meetings by electronic means if the member is authorised to do so by the President or the Council. Electronic means attendance can only be authorised for up to half of the Shire's in-person meetings they have attended in total, in any rolling 12 months prior period. Authorisation can only be provided if the location and the equipment to be used by the Councillor are suitable to enable effective, and where necessary confidential, engagement in the meeting's deliberations and communications.

- Cr Andrew Twaddle; and
- Cr Rowena Mouda.

The President has previously approved attendance by electronic means of the above Councillors.

3 DISCLOSURE OF INTERESTS

3.1 Declaration of Financial Interests

- Cr Paul White – Item 11.3 – Derby Airport - Lease to Kingdom Aviation (Lease Area #17)
Nature: Board Member of Kingdom Aviation.

3.2 Declaration of Proximity Interests

- Cr Paul White – Item 11.3 – Derby Airport - Lease to Kingdom Aviation (Lease Area #17)
Nature: Board Member of Kingdom Aviation.

3.3 Declaration of Impartiality Interests

4 APPLICATIONS FOR LEAVE OF ABSENCE

LEAVE OF ABSENCE

RESOLUTION 106/23

Moved: Cr Peter McCumstie

Seconded: Cr Pat Riley

That the Leave of Absence request received from Cr Keith Bedford for the Ordinary Council Meeting on 12 October 2023 be accepted, and leave of absence be granted.

In Favour: Crs Geoff Haerewa, Paul White, Andrew Twaddle, Rowena Mouda, Pat Riley and Peter McCumstie

Against: Nil

CARRIED 6/0

Cr Geoff Davis entered the meeting at 5:37pm.

5 RESPONSES TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE

6 PUBLIC TIME

6.1 Public Question Time

- Kevin Muller – Resident – Questions submitted on 28 September 2023
 1. **Question:** I have taken the initiative to continue the Maintenance of these Areas focusing on the drain area and 3 of the vacant lots to a greater or lesser extent but realise that this is not sustainable and I ask for Council's support with regular ongoing litter collection activities by council staff. As such I ask how often are the Shire willing to carry out this activity?

Response: The Shire will continue to conduct its regular proactive litter removal activities, and also to (within the limits of the Shire's resources) remove litter when it receives community reports. A review of existing practices occurs annually, as part of the annual budget process, to ascertain if there is a more appropriate level of resourcing for this specific activity.

2. **Question:** Can you fill the pot holes on Alfonsas Street as this street has been neglected in this regard for an extended period of time?

Response: Pot-hole repairs have been completed for this road. Also, this road has been budgeted for a full reconstruction and so in an effort to minimise interim maintenance costs (knowing its refurbishment will imminently occur) maintenance work has been deferred where it is safe to do so.

3. **Question:** Does Council realise how much of an impact a regular street sweeper would have on the years of accumulated glass and small rubbish would have on Barnett Way and would Council consider taking this initiative in a timely and sustainable way?

Response: The Shire provides a street sweeper and vacuum service within its budget limitations, which is generally an annual service. A review of existing street sweeper practices occurs annually, as part of the annual budget process, to ascertain if there is a more appropriate level of resourcing for this specific activity. Most of the roads within Derby townsite were serviced last year by a street sweeper.

4. **Question:** Would Council consider taking a proactive approach to Graffiti removal from the street facade of these backstreet fences for example 26 and 24 Boab Street, Emawarna Cnr, Boab and May, 38 May, 5 May, 1 May and 22 Barnett to help the resident be “proud of who we are and where we live?”

Response: The Shire does undertake graffiti removal from its public properties, but has not thus far allocated the resources to undertake that task on private property. At this point in time the painting out of graffiti on private property remains the responsibility of those private property owners.

5. **Question:** Is it possible that the residents of the back streets can feel and experience a level of street aesthetic support from Council in an ongoing way that would not only lift the profile of the area but also so that Council can realise the knock on effect on private investment in the immediate area in regard to private investment in residential and commercial real estate that is currently lying dormant?

Response: The Shire will endeavour to maintain its levels of aesthetic activities and is also open to receiving support from the community to keep up the aesthetics in the district.

6. **Question:** Would Council consider the removal of the burned down house at 26 Barnett Way in a timely way so that it doesn't look like a trophy of youth crime and insight further arson and graffiti attacks in the area?

Response: The Shire has sought quotes for works to demolish this private building and make safe the site, but does not have any currently allocated funds to undertake that task. This will be a matter for future Council consideration.

7. **Question:** I have prepared a statement that surrounds the research that supports the social impacts of litter and Graffiti and other aspects such as burned house on the physical and psychological health of the residents in an area that is neglected to the extent it looks like a Ghetto.

Response: Noted.

6.2 Public Statements

- Nil.

7 PETITIONS, DEPUTATIONS, PRESENTATIONS AND SUBMISSIONS

- Nil.

8 Announcements by Presiding Person without Discussion

- Geoff Haerewa – President

As this is my last formal Council meeting as President, I want to thank all Councillors and staff for their commitment and their contributions made during my time as Shire President. I would also like to wish Cr Peter McCumstie all the best as the incoming President. For all the outgoing Councillors I wish you all the best with your new endeavours and thank you for your past support for Council's many and varied activities and its ongoing program of continuously improving our Shire's services.

9 CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS**RESOLUTION 107/23**

Moved: Cr Peter McCumstie

Seconded: Cr Geoff Davis

That the Minutes of the Ordinary Meeting of the Shire of Derby/West Kimberley held at the Derby Council Chambers, on 31 August 2023 be CONFIRMED.

In Favour: Crs Geoff Haerewa, Paul White, Geoff Davis, Andrew Twaddle, Rowena Mouda, Pat Riley and Peter McCumstie

Against: Nil

CARRIED 7/0

10 RECOMMENDATIONS AND REPORTS OF COMMITTEES

10.1 MINUTES OF THE AUDIT COMMITTEE MEETING HELD ON 26 SEPTEMBER 2023

File Number: 0070
Author: Sarah Smith, Executive Services Coordinator
Responsible Officer: Amanda Dexter, Chief Executive Officer
Authority/Discretion: Administrative

SUMMARY

For Council to receive the minutes of the Audit Committee Meeting held on 26 September 2023.

ATTACHMENTS

1. Minutes of the Audit Committee Meeting held on 26 September 2023

<p>RESOLUTION 108/23</p> <p>Moved: Cr Paul White Seconded: Cr Peter McCumstie</p> <p>That the Minutes of the Audit Committee Meeting held on 26 September 2023 be received and the recommendations therein be adopted.</p> <p><u>In Favour:</u> Crs Geoff Haerewa, Paul White, Geoff Davis, Andrew Twaddle, Rowena Mouda, Pat Riley and Peter McCumstie</p> <p><u>Against:</u> Nil</p> <p style="text-align: right;">CARRIED 7/0</p>
<p>COMMITTEE RESOLUTION AC79/23</p> <p>Moved: Cr Peter McCumstie Seconded: Cr Geoff Haerewa</p> <p>That the Audit Committee recommends that Council:</p> <p style="padding-left: 40px;">1. Notes the List of Accounts for July 2023 paid under Delegated Authority in accordance with regulation 13(1) of the Local Government (Financial Management) Regulations 1996 attached to this report, totalling \$5,595,962.43.</p> <p><u>In Favour:</u> Crs Geoff Haerewa, Peter McCumstie and Andrew Twaddle</p> <p><u>Against:</u> Nil</p> <p style="text-align: right;">CARRIED 3/0</p>
<p>COMMITTEE RESOLUTION AC80/23</p> <p>Moved: Cr Geoff Haerewa Seconded: Cr Peter McCumstie</p>

That the Audit Committee recommends that Council:

1. Receives the Monthly Financial Management Report incorporating the Statement of Financial Activity for the period ending 31 July 2023.

In Favour: Crs Geoff Haerewa, Peter McCumstie, Pat Riley and Andrew Twaddle

Against: Nil

CARRIED 4/0

COMMITTEE RESOLUTION AC81/23

Moved: Cr Geoff Haerewa

Seconded: Cr Pat Riley

That the Audit Committee recommends that Council:

1. Notes the List of Accounts for August 2023 paid under Delegated Authority in accordance with regulation 13(1) of the Local Government (Financial Management) Regulations 1996 attached to this report, totalling \$5,399,031.17.

In Favour: Crs Geoff Haerewa, Peter McCumstie, Pat Riley and Andrew Twaddle

Against: Nil

CARRIED 4/0

COMMITTEE RESOLUTION AC82/23

Moved: Cr Peter McCumstie

Seconded: Cr Geoff Haerewa

That the Audit Committee recommends that Council:

1. Receive the information contained in the report detailing outstanding rates and sundry debtors as at 31 August 2023.

In Favour: Crs Geoff Haerewa, Peter McCumstie, Pat Riley and Andrew Twaddle

Against: Nil

CARRIED 4/0

REPORTS**11 EXECUTIVE SERVICES****11.1 LIQUOR CONTROL - YAKANARRA RESTRICTIONS AREA - EXPIRY 2024****File Number:** CU/045/4**Author:** Mark Chadwick, Manager of Development Services**Responsible Officer:** Mark Chadwick, Manager of Development Services**Authority/Discretion:** Advocacy**SUMMARY**

The Department of Local Government, Sport and Cultural Industries have requested the Shire of Derby/West Kimberley's to make comments on the proposal to extend the Section 175(1a) Restricted Area Liquor Regulations relating to Yakanarra which expires on 30 April 2024. It is recommended Council support the extensions to these liquor restrictions and authorise the Chief Executive Officer to respond to this and any future requests regarding such extensions.

DISCLOSURE OF ANY INTEREST

Nil by Author and Responsible Officer.

BACKGROUND

The Communities of Yakanarra have had Restricted Area Liquor restrictions under the Liquor Control Act 1988 – Restricted Area Regulations for the last five years. It is the Shire's understanding that the restrictions are generally considered to be a positive for the communities and each of the communities are requesting a further extension.

The Department of Local Government, Sport and Cultural Industries has requested that the Shire provide comment to the Minister as is prescribed under section 175(1b) of the Act, the Minister may only recommend the making of such regulations after consultation with the Commissioner of Police, the local government authority and any other stakeholders he considers appropriate to consult. The Minister must also be satisfied that the regulations are in the public interest.

There are currently in place numerous community areas across the State that have been declared liquor restricted. Generally restricted area regulations expire after a period of three years to five years, however the regulations can be renewed following consultation with stakeholders. The request was received on 28 April and the Shire was requested to provide comment by the 31 May 2023. The delay in this report was due to requests to clarify the criteria regarding consultation.

STATUTORY ENVIRONMENT

Section 175 Liquor Control Act 1988 - Restricted Area Regulations

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

GOAL	OUR PRIORITIES	WE WILL
1. Leadership and Governance	1.3 Effective Communication	1.3.2 Listen to and respond to the needs of our communities

RISK MANAGEMENT CONSIDERATIONS

RISK	LIKELIHOOD	CONSEQUENCE	RISK ANALYSIS	MITIGATION
<p>Reputation: The Shire makes comment on behalf of the Communities without adequate consultation which is damaging to the Shire and the Community</p>	Unlikely	Moderate	Low	It is understood that the request for extension is usually made by the community CEO or Chair on behalf of the Community and therefore this risk is minimal

CONSULTATION

The Shire consulted with Nindilingarri Cultural Health Services who provided feedback regarding the community of Yakanarra that provide relevant services to Yakanarra. No direct consultation has been undertaken with the community itself as it is considered the community usually makes the request for the extension to occur. The Shire consulted the Department about the criteria relevant to Council deciding whether or not to support an extension. The Departments comments are provided in the next section.

COMMENT

According to the relevant Policy Officer at Department of Local Government, Sport and Cultural Industries *“Section 175 of the Liquor Control Act 1988, requires that we consult with the relevant Local Government Authority before the Minister can recommend the drafting/making of liquor restricted area regulations.*

We require a decision from Council each time a set of liquor restricted area regulations that is within the area of the Shire of Derby West Kimberly is close to being due for renewal as these are generally in place for a period of 3 or 5 years. (We typically send out consultation letters 6-8 months before these expire)

In terms of consultation for existing liquor restricted area regulations, we are seeking a response on whether the Council is in support of them continuing for the relevant community for a further period.

To my knowledge there isn’t a specific set of specific criteria that we require local governments to consult on, however from past experience most local government stakeholders are happy to support the regulations being in place if they are still wanted/needed by the relevant community.

Other reasons that that we've received as consultation feedback on, include if the Council has certain issues that they want to promote or that are in line with any strategic community plans in relation to the continuation of the liquor restrictions (for example, reducing alcohol-related harm, community safety, connections to culture and improving wellbeing) and they have stated that they would support the regulations for those reasons."

The Shire has demonstrated that it supports alcohol management initiatives, and has previously demonstrated its support for communities that undertake such initiatives that leads to reducing alcohol related harm.

The Shire Administration recommends to Council that it respond to the department supporting the liquor restrictions to continue.

VOTING REQUIREMENT

Simple majority

ATTACHMENTS

1. LIQUOR CONTROL (YAKANARRA RESTRICTED AREA) REGULATIONS 2010

RESOLUTION 109/23

Moved: Cr Geoff Davis

Seconded: Cr Paul White

That Council;

- 1. Supports the Department of Local Government, Sport and Cultural Industries request to extend the liquor restrictions for the Yakanarra community; and**
- 2. Authorises the CEO to respond to the Department of Local Government, Sport and Cultural Industries that it supports an extension to liquor restrictions for the Yakanarra community.**

In Favour: Crs Geoff Haerewa, Paul White, Geoff Davis, Andrew Twaddle, Rowena Mouda, Pat Riley and Peter McCumstie

Against: Nil

CARRIED 7/0



Department of
**Local Government, Sport
and Cultural Industries**

Our ref 20/4347
Enquiries Racing, Gaming and Liquor
Phone (08) 6551 4888
Email s.175.regulations@dlgsc.wa.gov.au

Ms Amanda Dexter
Chief Executive Officer
Shire of Derby West Kimberley
PO Box 101
FITZROY CROSSING WA 6765

Via email: sdwk@sdwk.wa.gov.au

Dear Ms Dexter,

LIQUOR CONTROL (YAKANARRA RESTRICTED AREA) REGULATIONS 2010

In 2010, the Liquor Control (Yakanarra Restricted Area) Regulations 2010 (the regulations) were created under section 175 of the *Liquor Control Act 1988* at the request of the Yakanarra community, declaring Yakanarra a liquor restricted area.

The liquor restricted area is defined as the Yakanarra Aboriginal Community, that being the area of land subject of Record of Qualified Certificate of Crown Land Title Volume LR3028 Folio 178 and Record of Certificate of Crown Land Title Volume LR3157 Folio 227 and is contained within your local government area.

The regulations are set to expire on 30 April 2024 and I would like to give you the opportunity to provide feedback on extending the regulations expiry date, for a further period of up to 10 years, for the Minister for Racing and Gaming to consider.

It would be appreciated if you could provide feedback by **31 May 2023** via return email to s.175.regulations@dlgsc.wa.gov.au.

Yours sincerely

Philip Hine
A/General Manager Strategic Regulation

28 April 2023

Gordon Stephenson House, 140 William Street, Perth WA 6000
246 Vincent Street, Leederville WA 6007
PO Box 8349, Perth Business Centre WA 6849
Telephone (08) 6552 7300
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11.2 DELEGATION OF AUTHORITY REGISTER - 1.1.35 SUBMISSIONS, RESPONSES, APPROVALS, AND ENDORSEMENTS

File Number: 4120
Author: Neil Hartley, Director - Strategic Business
Responsible Officer: Amanda Dexter, Chief Executive Officer
Authority/Discretion: Legislative

SUMMARY

The State Government consults with local governments from time to time. For example, Section 175 of the Liquor Control Act 1988 requires that before the Minister can recommend the drafting/making of liquor restricted area regulations they must consult with the relevant local government.

The Shire has a delegation that enables the CEO to lodge responses to the state government, but that delegation does not include the Liquor Control Act.

The purpose of this report is to change the title of the delegation and to add the Liquor Control Act to the list of items the CEO can respond to, on the Shire's/Council's behalf.

DISCLOSURE OF ANY INTEREST

Nil applicable.

BACKGROUND

Delegations provide an appropriate level of authority to the CEO to undertake effective and timely day to day statutory functions and to allow Council to focus on strategic planning, decision making and community leadership. Effective delegations promote accountability and facilitate efficient service delivery to the community.

The current Delegation of Authority Register, located on the official Shire website, originally used model delegations produced by the Western Australia Local Government Association (WALGA). The Shire then reviews those delegations on an annual basis, plus on an "as required" basis.

Council last reviewed its delegations at the Ordinary Meeting of Council held on 29 June 2023 but this item proposes an adjustment to just one delegation, delegation 1.1.35 (Submissions), to (1) change the title to better reflect the delegations within it (to "*Submissions, Responses, Approvals, and Endorsements*"), and to (2) add the option for the CEO to respond to requests from the State Government for the Shire's position on applications under the Liquor Control Act 1988. For example, Section 175 requires that the State Government consults with the relevant local government before the Minister can recommend the drafting/making of liquor restricted area regulations. This particular section (S.175) essentially makes it illegal to possess, sell or consume alcohol in the area to which it applies.

The proposal to modify the delegation resulted from the need to prepare a specific report on the Yakanarra application, which is also being presented to Council at its September Council Meeting.

STATUTORY ENVIRONMENT

The *Local Government Act 1995* regulates the ability of a local government to delegate the exercise of its powers or discharge its duties under the Act.

Local Government Act 1995 s5.42. Delegation of some powers and duties to CEO

A local government may delegate* to the CEO (*absolute majority required) the exercise of any of its powers or the discharge of any of its duties under (subject to limitations). Delegations are to be in writing and may be general or as otherwise provided in the instrument of delegation.

Local Government Act 1995 s. 5.43. Limits on delegations to CEO

There are a range of activities that the Shire cannot delegate to a CEO, like; any power or duty that requires a decision of an absolute majority of the Council; appointing an auditor; or borrowing money on behalf of the Shire.

Local Government Act 1995 s. 5.44. CEO may delegate powers and duties to other employees

A CEO may delegate to any employee of the Shire, any of the CEO's delegations (other than the power of delegation).

Local Government Act s.5.45 Other matters relevant to delegations under this Division

A delegation made under this division has effect for the period of time specified in the delegation and where no period has been specified, indefinitely. Any decision to amend or revoke a delegation by a local government is to be by an absolute majority. A local government can perform any of its functions by acting through a person other than the CEO or a CEO performing any of his or her functions by acting through another person.

Local Government Act 1995 s. 5.46. Register of, and records relevant to, delegations to CEO and employees

A register of the delegations made is to be kept, as are records of the exercise of those delegations, and at least once every financial year, delegations are to be reviewed by the delegator.

Local Government Act 1995 s.9.4 Advice of objection and review rights

Any decision which has the effect of granting, renewing, varying or cancelling a permission or authorisation under the Local Government Act or a Local Law is a decision is 'quasi-judicial' and subject to objection and appeal rights (and can be referred to the State Administration Tribunal).

Local Government (Administration) Regulations 1996 - Regulation 19 Delegates to keep certain records (Act s.5.46(3))

Where a power or duty has been delegated under the Act, the person whom the power or duty has been delegated is to keep a written record of how and when the power was exercised and the persons or classes of persons, other than council, committee members or employees who were directly affected by the exercise of the power.

POLICY IMPLICATIONS

No specific implications are applicable, but actions taken under this delegation are subject to compliance with any relevant Council policies.

FINANCIAL IMPLICATIONS

Nil.

STRATEGIC IMPLICATIONS

GOAL	OUR PRIORITIES	WE WILL
1. Leadership and Governance	1.2 Capable, inclusive and effective organisation	1.2.2 Provide strong governance

RISK MANAGEMENT CONSIDERATIONS

RISK	LIKELIHOOD	CONSEQUENCE	RISK ANALYSIS	MITIGATION
<p>People Health & Safety:</p> <p>Not suitably controlling alcohol distribution could result in health and safety repercussions.</p>	Possible	Moderate	Medium	Ensure suitable considerations are given before making submissions.

CONSULTATION

No community consultation is required on this occasion.

COMMENT

The State Government invites comment from the Shire of Derby/West Kimberly each time a set of liquor restricted area regulations is close to being due for renewal (which are generally in place for a period of 3 or 5 years). The State Government is essentially seeking a response from the Shire as to whether it is in support (or not) of liquor restrictions continuing for the relevant community for a further period.

There is no specific established criteria that the State Government requires of each local government to consult on, however advice from the state is that from its past experience, most local government stakeholders are happy to support the regulations being in place if they are still wanted/needed by the relevant community. The Shire’s experience in this area might however be different to many others, and so additional considerations prior to making a submission are considered to be warranted when it comes to liquor licencing, for example:

The CEO should take into account the following conditions before, on behalf of the Shire, providing comment on proposed restrictions:

1. The submission must be consistent (where consistency is applicable) to the relevant district Liquor Accord/district Liquor Accord Advisory Committee’s stated Purpose or the Outcomes it is endeavouring to see achieved; and
2. If the CEO is of the view the application is likely to be controversially received by the district’s communities, the matter must be referred to Council for its consideration (if state government response submission times permit).

In particular regard to #1 above, whilst it is appropriate to acknowledge the intent of the Liquor Accords/Advisory group, their intent will not necessarily inform the Shire's response for S.175 restrictions. The Liquor Accord consists of businesses or organisations holding liquor licences and are usually focussed on towns. The Derby/West Kimberley Accord consists of Derby based business and the Willare Roadhouse, plus a couple of currently non-participatory businesses on the Gibb. The Fitzroy Crossing Liquor Accord is not presently active (mainly due to the S.64 restrictions which are in place in that area). Usually the applications for S.175 restrictions are related to Aboriginal Communities where there are no liquor licenses held and therefore they do not participate in the Accords. Responses would also need to be cognisant of the feelings of an individual Community who's applications might be dictated by the businesses of towns outside of their immediate area.

A delegation in this area will minimise the number of individual Council reports that are required to be prepared (e.g. the Yakanarra application response, which is also being presented to Council at its September Council Meeting) and enable a Shire response to be provided within the timelines set by the State Government, and possibly before the Minister makes their decision.

VOTING REQUIREMENT

Absolute majority

ATTACHMENTS

1. 1.1.35 - Submissions

RESOLUTION 110/23

Moved: Cr Peter McCumstie

Seconded: Cr Paul White

That Council by ABSOLUTE MAJORITY, adopt the attached modified delegation 1.1.35 (Submissions, Responses, Approvals, and Endorsements).

In Favour: Crs Geoff Haerewa, Paul White, Geoff Davis, Andrew Twaddle, Rowena Mouda, Pat Riley and Peter McCumstie

Against: Nil

CARRIED 7/0 BY ABSOLUTE MAJORITY

Delegation	1.1.35 Submissions, Responses, Approvals, and Endorsements
Head of power	Local Government Act 1995
Delegator	Council
Express power to delegate	Local Government Act 1995: s.5.42 Delegation of some powers or duties to the CEO; and s.5.43 Limitations on delegations to the CEO.
Express power or duty delegated	Local Government Act 1995: s.2.7(1) role of Council (function and affairs).
Function	<ol style="list-style-type: none"> 1. To register an interest in any native title claim affecting the Shire, in order for the Shire to have sufficient interest to become a party to the native title application. 2. Responding to the Department of Mines, Industry and Regulation for proposed: <ol style="list-style-type: none"> a. Exploration Licence pursuant to section 119 of the Mining Act 1978 and b. Mining Licence pursuant to Sections 41,58,70C, 86 and 91 of the Mining Act 1978 and Regulation 64 of the Mining Regulations 1981. 3. Responding to the Department of Planning, Lands and Heritage for proposed: <ol style="list-style-type: none"> a. Power to Lease pursuant to Section 46 of the Land Administration Act 1997; and b. Licence pursuant to section 91 Land Administration Act 1997. 4. Responding to the Department of Water and Environmental Regulation for proposed Clearing Permit Applications pursuant to section 51E of the Environmental Protection Act 1986. 5. Responding to state government requests for local government feedback under the Liquor Control Act 1988 (e.g. S. 175 restricted area regulations).
Delegates	Chief Executive Officer
Conditions	<p>“Standard Conditions” as outlined in this Register of Delegations.</p> <p>In specific regard to Liquor Control Act responses:</p> <ol style="list-style-type: none"> 1. The submission must be consistent (where consistency is applicable) to the relevant district Liquor Accord/district Liquor Accord Advisory Committee’s stated Purpose or the Outcomes it is endeavouring to see achieved; and 2. If the CEO is of the view the application is likely to be controversially received by the district’s communities, the matter must be referred to Council for its consideration (if state government response submission times permit).
Express power to subdelegate	Local Government Act 1995: s.5.44 CEO may delegate some powers and duties to other employees.
Subdelegates	Director Technical and Development Services Manager Development Services
Subdelegate conditions	As outlined in Council Conditions for this Delegation.
Statutory framework	Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns.

	<p>Licence pursuant to section 91 Land Administration Act 1997.</p> <p>Exploration Licence pursuant to section 119 of the Mining Act 1978.</p> <p>Mining Licence pursuant to Sections 41,58,70C, 86 and 91 of the Mining Act 1978 and Regulation 64 of the Mining Regulations 1981</p> <p>Clearing Permit Applications pursuant to section 51E of the Environmental Protection Act 1986.</p>
Policy	PC1 Risk and Opportunity Management Policy
Record keeping	All relevant delegation material to be filed into hard-copy files or relevant location in Synergy records system.
Date adopted	29 June 2023
Adoption references	OCM Agenda Item 12.2 Res. No. 69/23

Amendments			
Approved	Type	Amendment	References
27 May 2021	New delegation	New of delegation using WALGA Model - Council Meeting 27 May 2021.	OCM Agenda Item 11.1 Res. No. 56/21
26 May 2022	Amended delegation	Review of delegation, added express power to delegate, express power or duty delegated and subdelegate information, amendment to policy.	OCM Agenda Item 11.1 Res. No. 61/22.
29 June 2023	Amended delegation	Review of delegation.	OCM Agenda Item 12.2 Res. No. 69/23
28 September 2023	Amended delegation	Addition of Liquor Control Act submissions	OCM Agenda Item ??? Res. No. ??/23

At 5:52 pm, Cr Paul White left the meeting (having earlier declared a financial interest).

11.3 DERBY AIRPORT - LEASE TO KINGDOM AVIATION (LEASE AREA #17)

File Number: 9020.6

Author: Neil Hartley, Strategic Business Manager

Responsible Officer: Amanda Dexter, Chief Executive Officer

Authority/Discretion: Administrative

SUMMARY

Kingdom Aviation currently has a lease with the Shire at Derby Airport (Area 17). The lease was taken out in 2008, and is due to expire in 2028.

Kingdom Aviation wishes to undertake some development work at this site and is endeavouring to secure the necessary development and building approvals to do so.

This report proposes a new lease for *Kingdom Aviation* as the most practical way forward for the Lessee to secure those development approvals.

DISCLOSURE OF ANY INTEREST

Nil Applicable.

BACKGROUND

Kingdom Aviation currently has a lease with the Shire at Derby Airport (Area 17). The lease was approved by Council on 25 May 2006 (66/2006) for advertising under S3.58 of the Local Government Act and the Council resolution included an initial 20+10+10+10 year term, at a rate of \$5.50/square metre/annum, a first right of refusal on an adjacent extended area, and the Lessee to meet all lease establishment costs. The eventual lease was formalised some two years later (see attached) to commence from 12 June 2008, for a 10+10 year period at the rate of \$100pa with no rent reviews, and the Shire to meet all lease establishment costs, and is due to expire on 11 June 2028. It is understood that the original proposal (which wasn't in the end pursued) included a larger land lease area and some "commercialised" sub-lettable space opportunities, so that would seem to reflect a reason for the fee differential between the 2006 and 2008 versions.

Application was received from *Kingdom Aviation* dated 17 July 2018, seeking to secure the 10-year extension provided for in the lease. The lease requires the application to be received before the optional period is due to begin (*vis.* before 12 June 2018) and also, that a Deed of Extension is to be agreed between the parties for that extension to be effective, but on this occasion the application was not received in the period specified and a search of 2018 Council Minutes does not reveal any record of a Shire approval, neither can any Deed of Extension can be located. *Kingdom Aviation* none-the-less has continued to occupy the area and operate from it, without any concerns being registered by the Shire over the above period.

Kingdom Aviation has more recently, been endeavouring to undertake some upgrade/expansion development on this lease area but could not obtain the necessary approvals to do so without suitable proof of tenure. Progression of the approval process has also drawn out that the site itself might need to be expanded in order to accommodate the extensions, although confirmation of this and any exact area/dimension changes have not as yet been established. In light of the continued and undisputed occupancy, a letter was forwarded by the Shire to *Kingdom Aviation* (see attached – dated 18 August 2023), acknowledging that the lease continued to be in place as

far as the Shire was concerned, and was not due to expire until 2028. Unfortunately, this was not sufficient to comply with the necessary tenure requirements for the approvals process.

The options available to resolve the matter are to prepare and issue the Deed of Extension for the remaining lease term (vis. until 2028); process a new 10+10 year lease (and extinguish the existing arrangement); or advertise the site for an entirely different purpose/lessee.

STATUTORY ENVIRONMENT

Section 3.58 (Disposing of property) of the Local Government Act deals with how a local government can lease property. This generally requires a public auction or a public tender, or a local public notice inviting public submissions if a private bid is being considered.

Regulation 30 (Dispositions of property excluded from Act s. 3.58) of the Local Government (Functions and General) Regulations provides for exemptions (if the local government wishes to take that option) and one of those exemptions is where the land is disposed of to an organisation—

the objects of which are of a charitable, benevolent, religious, cultural, educational, recreational, sporting or other like nature.

As the proposal is to offer the property to the *Kingdom Aviation*, a body that comfortably fits within the interpretation referred to above, then the exemption of Regulation 30 can be applied.

POLICY IMPLICATIONS

Policy (ES2) Establishment of Commercial Leases is partially relevant.

FINANCIAL IMPLICATIONS

The Lessee will essentially take on the site “as is where is” and is responsible for any operational costs of the lease area (e.g. power, water, hangar maintenance, etc.) and removal of any constructed or and brought onto site structures upon departure.

The question of legal establishment costs (estimated at \$5,000 – but possibly as high as \$7,500) will need to be set by Council and the recommendation is that the Lessee should meet at least a portion those costs (noting that the Shire met the original lease’s legal fees).

The lease fee for a commercial lease at Derby Airport would normally be set by licenced valuation, and likely be in the vicinity of \$21/square meter (or about \$6,500pa for the site area currently occupied). A proportional calculation of this commercial fee might be an appropriate way to set the annual rental. *Kingdom Aviation* flights already pay airport landing fees, which is the same as other aircraft (with the only exception being Aviair’s Derby/Broome flights).

STRATEGIC IMPLICATIONS

STRATEGIC AREA	OUR PRIORITIES	WE WILL
1. Leadership and Governance	1.2 Capable, inclusive and effective organisation	1.2.2 Provide strong governance

RISK MANAGEMENT CONSIDERATIONS

RISK	LIKELIHOOD	CONSEQUENCE	RISK ANALYSIS	MITIGATION
Reputation:	Possible	Minor	Medium	Establish a new lease for

Potential for reputational damage if a solution for this technical occupancy impasse cannot be negotiated.				the site to the Kingdom Aviation.
Financial: Lessee might not meet costs or rental payments as per lease.	Possible	Minor	Medium	Manage the lease and any costs for the area concerned, similarly to other Shire debtors.

CONSULTATION

No community consultation is suggested as being warranted on this occasion (unless Council chooses irrespective of it’s potential to be exempted under S. 3.58, to advertise the application).

There has been direct consultation with *Kingdom Aviation* representatives, who support the provision of a new 10+10 year lease.

COMMENT

Whilst it had been noticed that the application to secure the 10-year extension was received late, that is not uncommon and not normally a “deal-breaker” of an issue. It is doubtful the lateness of the application was the reason for there being no Deed of Extension, and this aspect was more likely a result of staff resourcing of that period. The fact that *Kingdom Aviation* has continued at this site is considered to be a result of there being a mutual acceptance at the time of this being the best outcome for both parties.

Officers have maintained that similar view up to the point of the current situation, namely that the current arrangements were best left as it is until the new lease would otherwise be considered in late 2027/early 2028, but the occurrence of this development approval has now warranted an urgent change of position. A new lease is now thought to be the best way forward as the issuing of a Deed of Extension will be disproportionately expense relative to the short time left for the lease to run (vis. five years).

The Derby Airport operates at a considerable loss to the ratepayers already and even noting the background purpose of *Kingdom Aviation*, it is suggested that Council for this lease, seek to claim a “reasonable contribution” from the Lessee to access the Derby Airport’s facilities. The site after-all can alternatively be used by other commercial aircraft lessees who would pay full commercial rates; and the lease does need to be drawn up in an appropriate legal fashion in light of its location at an airport, the possible complexities around the proposed development, and possible boundary area changes.

As far as lease rentals and costs are concerned, there are numerous options available, from not charging anything at all (like the current lease) to charging full cost recovery and full rental (like we do for commercial clients). It is suggested that *Kingdom Aviation* meets the following commitments:

1. 100% of the legal costs to prepare the lease (estimated at \$5,000 - 7,500);
2. 100% of the legal costs if a future Deed of Extension is sought (probably \$1,500 – 2,000);
3. 0% of any internal Shire administration costs for the lease’s establishment; and

4. 10% of the current commercial lease/rental rate as outlined in the Fees & Charges Schedule (vis. \$2.10 per square metre in lieu of \$21.00). This would result in the lease fee being about \$700 - 800pa. The annual rental should also rise by CPI annually thereafter, as opposed to remaining static for the 20-year period.

The area of land required for the proposed redevelopment has not been able to be clarified at the time of preparing this report. It is likely to be the exact same area, but might need to be slightly larger if for example, development conditions require minimum development space distances between structures and boundary lines.

VOTING REQUIREMENT

Simple majority

ATTACHMENTS

1. Lease Extension Application and Shire Approval Letter [↓](#) 
2. Kingdom Aviation Lease [↓](#) 

RESOLUTION 111/23**Moved: Cr Peter McCumstie****Seconded: Cr Geoff Davis****That Council:**

- 1. Notes that this proposed lease arrangement with Kingdom Aviation Inc. is exempt from the standard Local Government Act S3.58 requirements, via Regulation 30 of the Local Government (Functions and General) Regulations;**
- 2. Agrees to lease Derby Airport Lease Area #17 to Kingdom Aviation Inc. on the following general conditions:**
 - a. Existing lease is extinguished;**
 - b. Lease to be for a 10+10 years period;**
 - c. Lessee to pay all legal costs to establish the lease (and also similarly for the Deed of Extension for the 10-year option within the lease) but not any administration expenses for the lease's establishment/extension;**
 - d. initial lease fee to be set at \$100, plus CPI annually thereafter; and**
 - e. Lessee aircraft to pay normal airport fees and charges, as set by Council annually; and**
- 3. Authorises the Chief Executive Officer to negotiate the appropriate lease form (including any new larger lease area required), and all required lease conditions, so long as they are reasonably consistent with (2) above and the extended area does not impinge on the airport's operational requirements or capabilities.**

In Favour: Crs Geoff Haerewa, Geoff Davis, Andrew Twaddle, Rowena Mouda, Pat Riley and Peter McCumstie

Against: Nil

CARRIED 6/0

At 6:01 pm, Cr Paul White returned to the meeting.



OUR REF: 0150
YOUR REF:
DATE: 18/08/2023

Kingdom Aviation Inc.
C/O Post Office Box 584
Derby WA 6728

Dear Sir/Madam,

Re: Lease Extension – Kingdom Aviation Lease at Derby Airport

I am advised that Kingdom Aviation wrote to the Shire on 17 July 2018 (see attached letter) advising of its wish to be awarded the extended (10 year) term of its lease at Derby Airport, yet it is not clear whether the Shire formally communicated an outcome on that question.

I am pleased to be able to confirm that Kingdom Aviation's lease at Derby Airport was extended at that time (albeit there may not have been a formal confirmatory letter forwarded at the time). Please therefore treat this letter as confirming that the Kingdom Aviation Lease at Derby Airport was extended and is current until its expiry date of 11 June 2028.

In regard to a post 11 June 2028 arrangement, you should contact the Shire in mid/late 2027, advising of your future preference. Namely, whether you wish to seek a new 10+10 year lease, or whether your intention is to give up the space and take no further interest in it. The Administration will progress the matter at that time once it is aware of Kingdom Aviation's intention.

Regards

A handwritten signature in black ink, appearing to read "Neil Hartley", is written over a light blue circular background.

Neil Hartley
Director – Strategic Business

Derby

(08) 9191 0999 | 30 Loch Street
 sdwk@sdwk.wa.gov.au | PO Box 94, Derby WA 6728

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(08) 9191 5355 | Flynn Drive
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Kingdom Aviation



Kingdom Aviation Inc.

C/- P.O. Box 584
 Derby WA 6728
 Australia

Paul White: 0419952464
 Adrian Gould: 0438616264
plbapderby@bigpond.com

Shire of Derby West Kimberley

Box 92

Derby.
WA. 6728

To whom it may concern.

Kingdom Aviation (Lessee) would like to reapply for an extension on lease 17 Hanger and office Development. File Name 3097000010400 DWG, from Shire of Derby West Kimberley (lessor) For a further 10 years. (2028) commencing 2018.

Yours sincerely

Kingdom Aviation Ministries

Paul L. White (Ministry coordinator).....

Adrian Gould (Chief Pilot).....

17th July 2018

DATED _____ *12th June* _____ 2008

SHIRE OF DERBY-WEST KIMBERLEY

AND

KINGDOM AVIATION

L E A S E

McLEODS
SOLICITORS
220-222 STIRLING HIGHWAY
CLAREMONT WA 6010
Telephone: 9383 3133
Facsimile: 9383 4935

DATED _____ 2008

B E T W E E N :

SHIRE OF DERBY-WEST)
KIMBERLEY of Loch Street, Derby, in)
the State of Western Australia (“the)
Lessor”))

A N D

KINGDOM AVIATION INC. of PO)
Box 584, Derby, in the said State (“the)
Lessee”))

R E C I T A L S :

- A The Lessor has control of the Land under an agreement with the Commonwealth Australia.
- B The Lessor has agreed to grant to the Lessee a lease of the Premises on the provision of this Lease.

O P E R A T I V E P A R T :

The Parties agree:

1 D E F I N I T I O N S

In this Lease, unless otherwise required by the context or subject matter:

“Alterations” means any of the acts referred to in clause 12(1)(a) to (c).

“Amounts Payable” means the Rent and any other money payable by the Lessee under this Lease;

“Authorised Person” means:

- (a) an agent, employee, licensee or invitee of the Lessee; and
- (b) any person visiting the Premises with the 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;

“Encumbrance” means a mortgage, charge, lien, pledge, easement, restrictive covenant, writ, warrant or caveat and the claim stated in the caveat or anything described as an encumbrance on the Certificate of Crown Land Title for the Land;

“Further Term” means the further term specified in **Item 3** of the Schedule;

“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 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;

"Minister for Lands" means the Minister for Lands in her or his capacity as the body corporate continued under section 7(1) of the *Land Administration Act 1997*;

"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;

"Permitted Purpose" means the purpose set out in **Item 8** of the Schedule

"Premises" means the premises described in **Item 1** of the Schedule;

"Rent" means the rent specified in **Item 5** of the Schedule as varied from time to time under this Lease;

"Rent Period" means each period from the Commencement Date or a Rent Review Date to the next Rent Review Date or Termination;

"Rent Review Date" means each anniversary of the Commencement Date during the Term;

"Schedule" means the Schedule to this Lease;

"Lessor'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 the Lessor;

"Term" means the term of years specified in **Item 2** of the Schedule; and

"Termination" means the date of:

- (a) expiry of the Term or any Further Term by effluxion of time;

- (b) sooner determination of the Term or any Further Term; or
- (c) determination of any period of holding over.

2 INTERPRETATION

In this Lease, unless expressed to the contrary:

- (1) Words importing:
 - (a) the singular include the plural;
 - (b) the plural include the singular; and
 - (c) any gender include each gender;
- (2) A reference to:
 - (a) a natural person includes a body corporate or local government;
 - (b) a body corporate or local government includes a natural person;
 - (c) a professional body includes a successor to or substitute for that body;
 - (d) a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
 - (e) a 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;
- (f) a right includes a benefit, remedy, discretion, authority or power;
 - (g) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
 - (h) 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;
 - (i) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
 - (j) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
 - (k) 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;
- (3) The covenants and obligations on the part of the Lessee not to do or omit to do any act or thing include:

- (a) covenants not to permit that act or thing to be done or omitted to be done by an Authorised Person; and
 - (b) a covenant to do everything necessary to ensure that that act or thing is not done or omitted to be done;
- (4) Except in the Schedule, headings do not affect the interpretation of this Lease; and
- (5) 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 GRANT OF LEASE

- (a) The Lessor leases to the Lessee the Premises subject to all Encumbrances for the Term subject to:
 - (i) the payment of the Amounts Payable; and
 - (ii) the performance and observance of the Lessee's Covenants.
- (b) The Lessee accepts the Lease granted by the Lessor under this clause.

4 QUIET ENJOYMENT

Except as provided in the Lease, for so long as the Lessor is the management body of the Premises under the Management Order, and subject to the performance and observance of the Lessee's Covenants, the Lessee may quietly hold and enjoy the Premises during the Term without any interruption or disturbance from the Lessor or persons lawfully claiming through or under the Lessor.

5 RENT AND OTHER PAYMENTS**(1) Amounts to be Paid by Lessee**

The Lessee covenants with the Lessor:

(a) 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.

(b) Outgoings

(i) to pay to the Lessor or to such person as the Lessor may from time to time direct all of the outgoings or charges, assessed or incurred in respect of the Premises, including telephone, electricity, gas and other power and light charges (including but not limited to meter rents and the cost of the installation of any meter, wiring or telephone connection), and all other consumption charges or costs, statutory imposts or other obligations incurred or payable by reason of the Lessee's use and occupation of the Premises.

(ii) If the Premises are not separately charged or assessed the Lessee will pay to the Lessor a proportionate part of any charges or assessments referred to in **paragraph (b)(i)** being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

(c) **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.

(d) **Costs**

The Lessee agrees 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 an Authorised Person;
- (C) the preparation and service of a notice under section 81 of the *Property Law Act 1969* requiring the Lessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a Court;
- (D) any work done at the Lessee's request; and
- (E) any action or proceedings arising out of or incidental to any matters referred to in **paragraph (d)** or any matter arising out of this Lease.

(2) **Payment of Money**

Amounts Payable to the Lessor under this Lease must be paid to the Lessor at the address of the Lessor referred to in this Lease or as otherwise directed by the Lessor by Notice from time to time.

6 RENT REVIEW

- (a) 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.
- (b) The review will be either based on the Consumer Price Index (All Groups for Perth) compiled by the Australia Bureau of Statistics (“the Index”) or on market rent. The basis for each rent review is as identified for each Rent Review Date in **Item 6** of the Schedule.
- (c) A rent review based on the Index will adjust the amount of rent payable during the immediately preceding period by the percentage of any increase or decrease in the Index having regard to the quarterly Index published immediately prior to the later of the Commencement Date or the last Rent Review Date as the case may be and the quarterly Index published immediately prior to the relevant Rent Review Date. If the Index is discontinued or suspended at any time or its method of computation is substantially altered the Lessor shall nominate the substitution of another appropriate Index.
- (d) A rent review based on market rent will establish the current market rent for the Premises by agreement between the parties and failing agreement, will be determined in accordance with the following provisions.

- (e) If agreement as to the current market rent for the Premises is not reached at least one (1) month prior to the relevant Rent Review Date then (subject to the parties' rights under section 11(3) of the Commercial Tenancy (Retail Shops) Agreements Act 1985) the current market rent for the Premises will be determined at the joint expense of the Lessor and the Lessee by a valuer ("the 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 (Inc) (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).
- (f) 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.
- (g) In this **clause 6(2)** "current market rent" means the rent obtainable for the Premises in a free and open market if the Premises were unoccupied and offered for rental for the use for which the Premises are permitted pursuant to this Lease and on the same terms and conditions contained in this Lease, BUT will not include:
 - (i) any improvements made or effected to the Premises by the Lessee; and
 - (ii) any rent free periods, discounts or other rental concessions.
- (h) 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.

7 ACCRUAL OF AMOUNTS PAYABLE

Amounts Payable accrue on a daily basis.

8 INSURANCE**(1) Public Liability Insurance**

The Lessee must effect and maintain with insurers, such insurers being approved by the Lessor, adequate public liability insurance for a sum not less than the sum set out at **Item 7** of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require;

(2) Details and Receipts

In respect of the insurances required by **clause 8(1)** the Sub-Lessee must:

- (a) on demand supply to the Sub-Lessor details of the insurance and give to the Sub-Lessor copies of certificates of currency;
- (b) promptly pay all premiums and produce to the Sub-Lessor each policy or certificate of currency and each receipt for premiums paid or each certificate of currency issued by the insurers approved by the Sub-Lessor; and
- (c) notify the Sub-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.

(3) Not to Invalidate

The Sub-Lessee must:

- (a) not do or omit to do any act or thing or bring or keep anything on the Premises which might:
 - (i) render the insurance on the Premises or any adjoining premises void or voidable; or
 - (ii) cause the rate of a premium to be increased for the Premises or any adjoining premises; and
- (b) pay any increase in the rate of a premium referred to in **paragraph (a)** on the demand of the Sub-Lessor.

(4) Report

Each Party must report to the other promptly in writing and in an emergency verbally:

- (a) any damage to the Premises of which they are or might be aware; and
- (b) any circumstances of which they are aware and which are likely to be a danger or cause any damage or danger to the Premises or to any person in or on the Premises.

(5) Settlement of Claim

The Sub-Lessor may, but the Sub-Lessee may not without prior written consent of the Sub-Lessor, settle or compromise any claims under any policy of insurance required by **clause 8(1)**.

(6) Other Insurances

The Lessee acknowledges and agrees that it will effect, at its own expense, for the duration of the Term:

- (a) building insurance in respect of the Premises, including the hangar and offices to be constructed; and
- (b) contents insurance in respect of the Premises;

and the Lessor will not be liable or responsible for any loss or damage arising from the Lessee's failure to do so.

9 INDEMNITY

(1) Indemnity

The Lessee indemnifies the Lessor against any liability or loss arising from and any costs, charges and expenses incurred in connection with:

- (a) any damage to the Premises, or any loss of or damage to anything on it; and
- (b) any injury to any person on the Premises,

and for which the Lessor becomes liable.

(2) Indemnity Unaffected by Insurance

The Lessee's obligation to indemnify the Lessor under this Lease or at law is not affected by the Lessee's obligation to insure under **clause 8** or at law and the indemnity under **subclause (1)** is paramount.

(3) Receipt of Insurance Money

If insurance money is received by the Shire for any of the obligations set out in this clause, then the Lessee's obligations under **subclause (1)** will be reduced by the extent of such payment.

10 LIMIT OF LESSOR'S LIABILITY

- (1) The Lessor will not be liable for loss, damage or injury to any person or property in or about the Premises however occurring and 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.
- (2) Subject to **subclause (1)**, the Lessor is only liable for breaches of the Lessor's Covenants which occur while the Premises are in the care, control and management of the Lessor under the Management Order.

11 MAINTENANCE, REPAIR AND CLEANING

(1) Maintenance

- (a) The Lessee must maintain, at its own expense, the Premises (including but not limited to any structural parts, plate glass, electrical installations, gas and water pipes and fittings, toilets, sanitary appliances, drains, septic tanks and leach drains) in good, safe order, repair and condition, (fair, wear and tear excepted) and any major maintenance must be undertaken in consultation with the Lessor;
- (b) The Lessee must comply with all reasonable conditions that may be imposed by the Lessor from time to time in relation to the Lessee's maintenance of the Premises; and
- (c) The Lessee must take such reasonable action as is necessary to:

(i) prevent, if it has occurred as a result of the Lessee's use of the Premises; and

(ii) rectify or otherwise ameliorate,

the effects of erosion, drift or movement of sand, soil, dust or water on or from the Premises.

(2) Repair

The Lessee must promptly repair at its own expense to the satisfaction of the Lessor any damage to the Premises, regardless of how it is caused, and replace any of the Lessor's fixtures and fittings which are or which become damaged.

(3) Cleaning

The Lessee must at all times keep the Premises clean, tidy, unobstructed and free from dirt and rubbish and must not leave rubbish bins or containers outside the Premises other than on official rubbish collections days.

(4) Maintain Surroundings

(a) The Lessee must maintain any part of the Premises which surrounds any buildings in good condition including but not limited to any flora, gardens and lawns and tend to the pruning of trees;

(b) any pruning of trees must be undertaken by a qualified tree surgeon;

(c) if any flora, trees or lawn dies the Lessee must replace the flora, trees and lawn at its own expense;

- (d) all major works on and major maintenance of the flora, gardens, lawns or trees on the grounds surrounding any buildings on the Premises must only be undertaken with the Lessor's prior written approval; and
- (e) the Lessee must comply with all reasonable requirements made by the Lessor in regard to the works or maintenance referred to at **paragraph (e)**.

(5) Pest Control

The Lessee must keep the Premises free of animals, birds, insects and the cost of pest extermination will be borne by the Lessee.

(6) Paint and Decorate

- (a) The Lessee must, if required by the Lessor during the Term:
 - (i) paint with at least 2 coats of paint those parts of the Premises usually painted both internally and externally on or before each of the dates set out in **Item 8** of the Schedule;
 - (ii) paper those parts of the Premises usually papered;
 - (iii) redecorate all parts of the Premises in the same manner as they have previously been decorated; and
 - (iv) repair any damage to the decoration, paint or paper on the Premises every (insert frequency) years commencing from the Commencement Date;
- (b) all painting carried out on the Premises under **paragraph (a)** must be carried out by a registered painting contractor; and

- (c) the registered painting contractor or other person engaged by the Lessee to redecorate the Premises must:
 - (i) do so in a proper manner using good quality materials;
 - (ii) have the colour and quality of the materials approved in writing by the CEO before work commences; and
 - (iii) comply with all reasonable directions given or requests made by the CEO.

(7) Acknowledgement of State of Repair of Premises

The Lessee acknowledges that it has inspected the structure of the Premises internally and externally prior to the execution of this Lease and enters into the Lease with full knowledge of the structural state and state of repair of the Premises.

12 ALTERATIONS

(1) Restriction

The Lessee must not:

- (a) make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises;
- (b) erect or construct any building on the Premises;
- (c) remove, alter or add to any fixtures, fittings or facilities in or on the Premises; or

- (d) subject to the performance of the Lessee's obligations in **clause 11**, remove any flora, trees 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,

unless the Lessee has obtained the prior written consent of:

- (e) of the Lessor;
- (f) of any other person from whom consent is required under this Lease;
- (g) of the insurers approved under **clause 8**,

and the Parties agree that any consent may be given upon certain conditions ("**Conditions**").

(2) Consent

If the Lessor:

- (a) and all other persons whose consent is required under this Lease or at law consents to any matter referred to in **subclause (1)** the Lessor may:
 - (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) consents to any matter referred to in **subclause (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 consents, approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions.

(3) Work to be at Lessee's Expense

All works undertaken under this clause will be carried out at the Lessee's expense.

(4) Conditions

- (a) Subject to clause 12(4)(b), if any of the persons referred to in clause 12(1)(e) to (g) impose Conditions with respect to the proposed Alterations, the Lessee must comply with the Conditions if it is entitled at law to proceed to make the Alterations and does so proceed.
- (B) If any of the Conditions require other works to be done by the Lessee, then the Lessee must at the option of the Lessor either:
 - (i) carry out those other works at the Lessee's expense; or
 - (ii) permit the Lessor to carry out those other works at the Lessee's expense,

in accordance with the Lessor's requirements.

13 USE**(1) Restrictions on Use**

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

- (a) use the Premises for any purpose other than for the Permitted Purpose;
- (b) use the Premises for any purpose which is not permitted under any town planning scheme or any law relating to health;
- (c) do or carry out on the Premises any harmful, offensive, or illegal act, matter or thing;
- (d) 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;
- (e) store any dangerous compound or substance on or in the Premises;
- (f) do any act or thing which might result in excessive stress or harm to any part of the Premises; or
- (g) display from or affix any signs, notices or advertisements on the Premises without the prior written consent of the Lessor.

(2) 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.

(3) Premises Subject to Restriction

The Lessee accepts the Premises for the Term subject to any existing prohibition or restriction on the use of the Premises.

(4) Indemnity for Costs

The Lessee indemnifies the Lessor against any claims or demands for all costs, on a solicitor client basis, incurred by the Lessor by reason of any claim in relation to any matters set out in **subclauses (1) to (3)**

14 LESSOR'S RIGHT OF ENTRY

(1) Entry on Reasonable Notice

The Lessee or any Authorised Person must permit entry by the Lessor or any person authorised by the Lessor, on reasonable notice, except in the case of an emergency, onto the Premises:

- (a) at all reasonable times;
- (b) with or without workmen and others;
- (c) with or without plant, equipment, machinery and materials; and
- (d) for each of the following purposes:
 - (i) to inspect the state of repair of the Premises and to ensure compliance with the provisions 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 under this Lease 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 of the Lessee's Covenants, but the Lessor is under no obligation to rectify any breach and any rectification under this subparagraph is without prejudice to the Lessor's other rights, remedies or powers under this Lease.

(2) Costs of Rectifying Breach

All costs and expenses incurred by the Lessor as a result of any breach referred to in **subclause (1)(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.

15 STATUTORY OBLIGATIONS & NOTICES

(1) Comply with Statutes

The Lessee must:

- (a) comply promptly with all statutes relating to the Premises or to the Lessee's use of 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 for the Permitted Purpose;
- (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 the Premises.

(2) Indemnity if Fails to Comply

The Lessee indemnifies the Lessor against:

- (a) failing to perform, discharge or execute any of the items referred to in **subclause (1)**; and
- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in **subclause (1)**.

16 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;
- (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 give them to the Lessor.

17 DEFAULT

(1) Events of Default

A default occurs if:

- (a) any Amounts Payable remain unpaid for 7 days after becoming due whether or not a demand or Notice has been given to the Lessee;
- (b) the Lessee is in breach of any of the Lessee's Covenants (other than the covenant to pay the Amounts Payable) for 14 days after a Notice has been given to the Lessee to rectify the breach or to pay compensation in money;
- (c) an order is made or a resolution effectively passed for the winding up of the Lessee unless the winding up is for the purpose of amalgamation or reconstruction;
- (d) a controller, as defined by the Corporations Law, is appointed in respect of the property of the Lessee under this Lease;
- (e) a mortgagee takes possession of the property of the Lessee under this Lease;
- (f) any execution or similar process is made against the Lessee's property on the Premises;
- (g) the Premises are vacated by the Lessee prior to Termination;

- (h) a person other than the Lessee or a permitted sublessee or assignee is in occupation or possession of the Premises or in receipt of rents or profits; or
- (i) any application is made or notice given or any other procedure started by which the registration of this Lease is to be cancelled or dissolved under the Corporations Law.

(2) Forfeiture

On the occurrence of any of the events of default specified in **subclause (1)** the Lessor may:

- (a) without Notice or demand at any time enter the Premises and on re-entry the Term will immediately determine;
- (b) by Notice to the Lessee determine this Lease and from the date of giving such Notice this Lease will be absolutely determined; and
- (c) by Notice to the Lessee elect to convert the unexpired portion of the Term into a tenancy from month to month, when this Lease will be determined as from the giving of the Notice, and until the tenancy is determined the Lessee will hold the Premises from the Lessor as a tenant from month to month under **clause 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.

(3) Lessor May Remedy Breach

If the Lessee:

- (a) fails or neglects to pay the Amounts Payable by the Lessee under this Lease; or
- (b) does or fails to do anything which constitutes a breach of the Lessee’s Covenants,

then 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 costs and expenses of remedying each breach or default.

(4) Acceptance of Amounts 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 provisions of this Lease or at law and will not operate as an election by the Lessor to exercise or not to exercise any right or power.

(5) Essential Provisions

Each of the Lessee’s Covenants in **clauses 5** (Rent and Other Payments), **8** (Insurance), **9** (Indemnity), **11** (Maintenance, Repair and Cleaning), **13** (Use), **24** (Assignment, Subletting and Charging) and **35** (Goods and Services Tax) is an essential provision of this Lease, but this subclause does not mean or imply that there are no other essential provisions in this Lease.

(6) Breach of Essential Provisions

If the Lessee breaches an essential provision of this Lease then, in addition to any other remedy or entitlement of the Lessor:

- (a) the Lessee must compensate the Lessor for the loss or damage suffered by reason of the breach of that essential provision;
- (b) the Lessor will be entitled to recover damages against the Lessee in respect of the breach of an essential provision; and
- (c) the Lessee covenants with the Lessor that if the Term is determined:
 - (i) for breach of an essential provision 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 reletting or attempting to re-let the Premises.

(7) Subclause (6)(c) to Survive Termination

The Lessee agrees that the covenant set out in **subclause (6)(c)** will survive Termination or any deemed surrender at law of the estate granted by this Lease.

(8) Lessee may Deduct Amounts for Re-letting

The Lessee may deduct from the amounts referred to in **subclause (6)(c)** the Rent and other money which the Lessor reasonably expects to obtain by re-letting the Premises between the date of the determination of this Lease and the date on which the Term would have expired by effluxion of time.

(9) Lessor to Mitigate its Losses

The Lessor must take reasonable steps to mitigate its losses and endeavour to relet the Premises at a reasonable rent and on reasonable provisions, but the Lessor is not required to offer or accept rent or provisions which are the same or similar to the Rent or provisions contained or implied in this Lease.

18 DAMAGE OR DESTRUCTION

(1) Damage or Destruction

If the Premises or any part of the Premises are totally or partially destroyed so as to require major rebuilding the Lessor:

- (a) may within 2 months of the destruction or the damage terminate the Term with immediate effect by giving Notice to the Lessee; or
- (b) require that the Lessee must, within a reasonable time from the date of destruction or damage, rebuild the Premises to its original state and condition to the satisfaction of the Lessor and in accordance with the requirements of all relevant authorities.

(2) Insurance Proceeds

If the Lessor:

- (a) terminates the Term in accordance with **clause 18(1)** all insurance proceeds shall be paid to the Lessor and, to the extent that insurance proceeds are paid in accordance with **clause 18(1)**, the proceeds:
 - (i) will be retained by the Lessor up to an amount that is no less than the quantum of loss suffered by the Lessor; and

- (ii) after such recovery as defined in **clause 18(2)(a)(i)**, will be recoverable by the Lessee to the extent that they are attributable to the quantum of the Lessee’s loss suffered;
- (b) requires the Lessee to rebuild the Premises, all insurance proceeds will be applied to the rebuilding with any shortfall paid by the Lessee.

19 OPTION TO RENEW

(1) Exercise of Option

If the Lessee at least three months, but not earlier than six months, prior to the date for commencement of the Further Term gives the Lessor a Notice to grant the Further Term (unless the Lessor determines that the Land will not be available to lease to the Lessee, or any other party, from the date of the expiry of the Term, and gives notice of such determination to the Lessee at least three months prior to the date of commencement of the Further Term) and:

- (a) all consents and approvals required by the provisions 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 may, at the Lessor’s absolute discretion, grant to the Lessee a lease for the Further Term at the Rent and on provisions similar to this Lease and on such other provisions as the Lessor may consider appropriate.

(2) Execution of Deed of Extension of Lease

Upon the valid exercise of the option to extend this Lease for the Further Term under **subclause (1)**, the Lessee shall prior to the expiration of the Term by effluxion of time, execute a deed recording the extension of this Lease prepared by the Lessor’s solicitors.

20 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 provisions 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.

21 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.

22 YIELD UP THE PREMISES

(1) 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; and

- (b) surrender to the Lessor all keys and security access devices and combinations for locks providing access to or within the Premises held by the Lessee, whether or not provided by the Lessor.

(2) Subclause (1) to Survive Termination

The Lessee's obligation under **subclause (1)** shall survive Termination.

23 REMOVAL OF PROPERTY FROM PREMISES

(1) Remove Property Prior to Termination

Prior to Termination, the Lessee must remove from the Premises all property of the Lessee including the Lessee's fixtures and promptly make good, to the satisfaction of the Lessor, any damage caused by the removal of that property or fixtures.

(2) 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.

(3) Lessor can Take Ownership of Removed Property

Where the Lessee has failed to remove property in accordance with **subclause (1)** and the Lessor has subsequently removed property from the Premises in accordance with **subclause (2)**, the Lessor will have the right to assume legal ownership of that property from the time of re-entry.

24 BUILDINGS TO REMAIN

Upon the expiry of the Term or Further Term, or sooner determination of the Lease, the Lessee may elect to remove any buildings from the Premises however:

- (a) in the event that, in effecting such removal, the Premises are in any way damaged the Lessee indemnifies the Lessor against all damage caused by the removal; and
- (b) in the event that the Lessee fails to remove the buildings from the Premises within seven (7) days of the determination of the Lease, the Lessor may:
 - (i) take permanent possession of the buildings, after which the Lessee forfeits all proprietary rights in relation to the buildings unless the Lessor, in its absolute discretion, elects, in writing, to allow the Lessee to remove the buildings and, if requested by the Lessor, the Lessee agrees to pay any reasonable costs incurred by the Lessor, however so arising, in allowing the buildings to remain on the Premises; or
 - (ii) arrange for the removal of the buildings from the Premises, and/or demolition of the buildings, the cost of which removal or demolition shall become a liquidated debt payable by the Lessee to the Lessor and due on the date of default and such debt is to be recoverable from the Lessee in a court of competent jurisdiction together with any additional costs incurred by the Lessor as a result of it carrying out the removal and/or demolition.

25 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.

26 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.

27 STATUTORY POWERS

The powers conferred on the Lessor by or under any statutes are, except to the extent that they are inconsistent with the provisions of this Lease, in addition to the powers conferred on the Lessor in this Lease.

28 NOTICE**(1) 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.

(2) Service of Notice

A Notice to a Party is deemed to be given or made:

- (a) if by personal delivery, when delivered;
- (b) if by leaving the Notice at an address specified in **subclause (1)(b)**, at the time of leaving the Notice, provided the Notice is left during normal business hours; and
- (c) if by post to an address specified in **subclause (1)(b)**, on the second business day following the date of posting of the Notice.

(3) Signing of Notice

A Notice to a Party may be signed:

- (a) if given by an individual, by the person giving the Notice;
- (b) if given by a corporation, by a director, secretary or manager of that corporation;
- (c) if given by a local government, by the CEO;
- (d) if given by an association incorporated under the *Associations Incorporation Act 1987*, by any person authorised to do so by the board or committee of management of the association; or
- (e) by a solicitor or other agent of the individual, corporation, local government or association giving the Notice.

29 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.

30 DISPUTES**(1) Appointment of Arbitrator**

Except as otherwise provided, any dispute arising out of this Lease is to be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act* 1985 and the Lessor and the Lessee may each be represented by a legal practitioner.

(2) Payment of Amounts Payable to Date of Award

The Lessee must pay the Amounts Payable without deduction to the date of the award of the Arbitrator or the date of an agreement between the Parties whichever event is the earlier, and if any money paid by the Lessee is not required to be paid within the terms of the award of the Arbitrator or by agreement between the Lessor and the Lessee, then the Lessor will refund to the Lessee the money paid.

31 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.

32 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 provisions of this Lease do not, to the fullest extent permitted by law, apply to limit the provisions of this Lease.

33 FURTHER ASSURANCE

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

34 WAIVER**(1) No General Waiver**

A failure by the Lessor to exercise or its delay in exercising any right, power or privilege in this Lease does not operate as a waiver of or otherwise impair that right, power or privilege.

(2) Partial Exercise of Right Power or Privilege

A single or partial exercise of any right, power or privilege does not preclude any other or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

35 GOODS AND SERVICES TAX**(1) 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.

(2) Lessee to Pay GST

- (a) 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;
- (b) The Lessee must pay any increase referred to at **paragraph (a)** whether it is the Lessee or any other person who takes the benefit of any Supply; and
- (c) 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.

(3) 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 **subclause (2)(b)** 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.

(4) 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.

(5) 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.

(6) 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.

(7) 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.

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 CAVEAT**(1) 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 Crown Land Title for the Land, to protect the interests of the Lessee under this Lease.

(2) 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.

38 INDEMNITY AND RATIFICATION

(1) Ratification

The Lessee undertakes to ratify all the acts performed by or caused to be performed by the Lessor, its agent or attorney under **clause 37**.

(2) Indemnity

The Lessee indemnifies the Lessor against:

- (a) any loss arising from any act done under **clause 37**;
- (b) all costs and expenses incurred in connection with the performance of any act by the attorney on behalf of the Lessee under **clause 37**;
- (c) all claims, demands, writs, actions and suits for loss, damage or personal injury of any kind which may be brought or made against the Lessor as a result of the Lessee's use of, or access to, the Premises; and
- (d) any claim for loss or damage arising from the termination, revocation or non-renewal of this Lease.

39 COSTS OF LEASE

The Lessor agrees to pay:

- (a) all duty, fines and penalties payable under the *Stamp Act* 1921 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.

40 REVOCATION OF LEASE

In the event that, in the reasonable opinion of the Lessor, the Lessee has failed to make any substantive progress relating to the construction of the hangar on the Premises within twelve (12) months of the date of execution of the Lease, then the Lease is deemed to be automatically revoked at the expiry of the abovementioned twelve (12) month period.

SCHEDULE

ITEM 1: LAND AND PREMISES

LAND

Knowsley Agricultural Area Lot 143 and being the whole of the land in Certificate of Title Volume 1305 Folio 950.

PREMISES

Those parts of the Land which are identified as “Lease 17” and “Optional Lease Area” respectively and hachured on the sketch attached hereto.

ITEM 2: TERM

Ten (10) years.

ITEM 3: FURTHER TERM

Ten (10) years.

ITEM 4: COMMENCEMENT DATE *12th June 2008*

ITEM 5: RENT

\$100.00 per annum payable in advance with the first payment due on the Commencement Date. Clause 5(2) sets out where each payment is to be made.

ITEM 6: RENT REVIEW

Not applicable

ITEM 7: PUBLIC LIABILITY INSURANCE

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

ITEM 8: PERMITTED PURPOSE

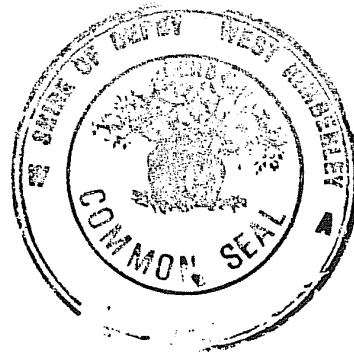
For use as an aircraft hangar and associated offices.

ITEM 9: PAINT & DECORATE

Not applicable.

EXECUTED BY the Parties as a Deed:

THE COMMON SEAL of the SHIRE OF)
DERBY/WEST KIMBERLEY was)
hereunto affixed by authority of a resolution)
of the Council in the presence of:)



Elsie Archer
PRESIDENT *JP8831*

PRINT FULL NAME

[Signature]
CHIEF EXECUTIVE OFFICER

John Pearson
PRINT FULL NAME

THE COMMON SEAL of KINGDOM)
AVIATION INC. was hereunto affixed in the)
presence of:)



The Common Seal
Kingdom Aviation

P.O Box 584 Der
W.A. 6728

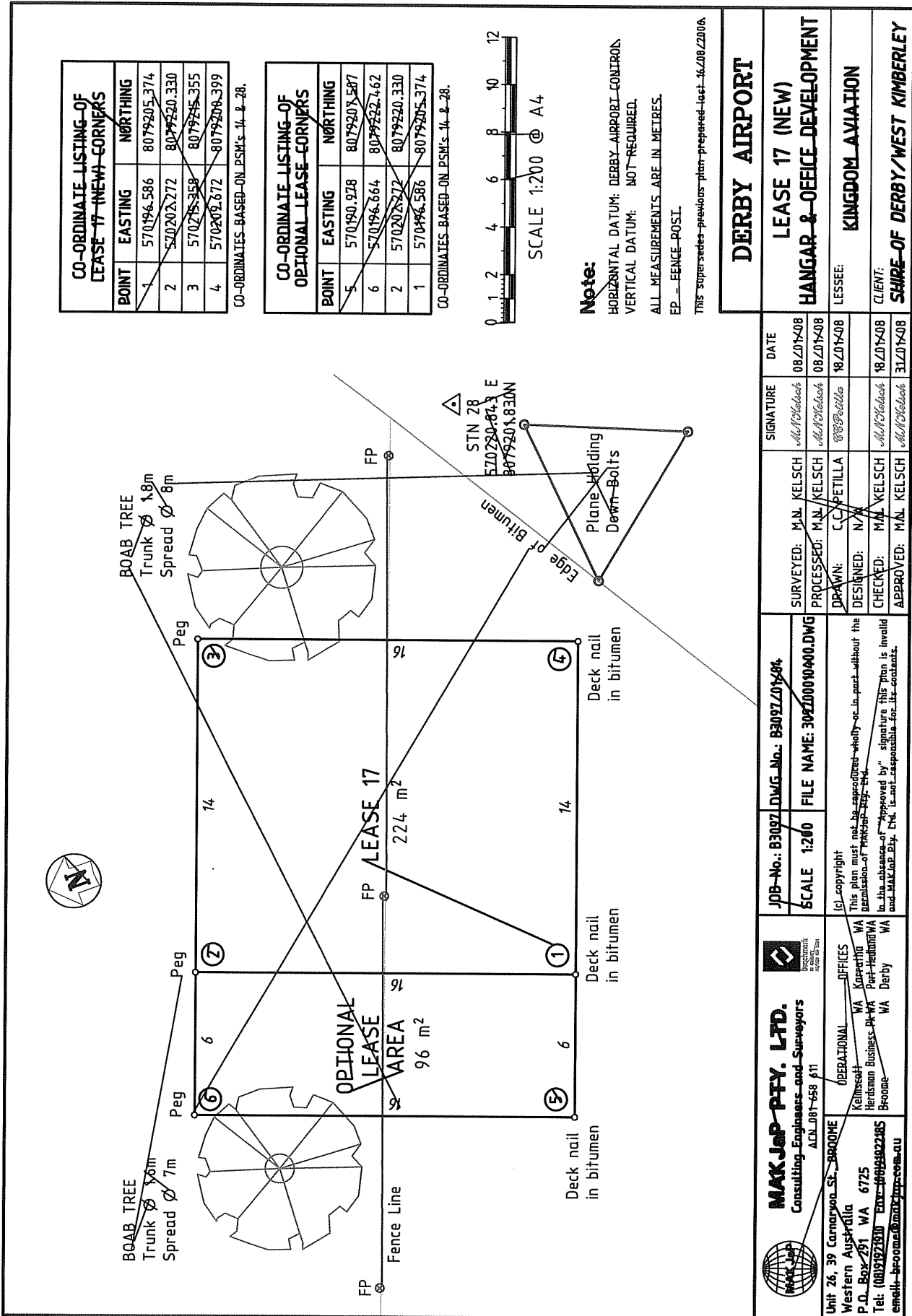
PL White
SEAL HOLDER

PAUL LESLIE WHITE
PRINT FULL NAME

[Signature]
SEAL HOLDER

ADRIAN ROBERT GARD
PRINT FULL NAME

APPROVAL OF MINISTER FOR LANDS:



CO-ORDINATE LISTING OF LEASE 17 (NEW) CORNERS

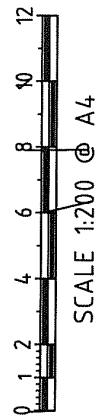
POINT	EASTING	NORTHING
1	570196.586	807920.374
2	570202.272	807920.330
3	570215.358	807925.355
4	570209.672	807920.399

CO-ORDINATES BASED ON PSM's 14 & 28.

CO-ORDINATE LISTING OF OPTIONAL LEASE CORNERS

POINT	EASTING	NORTHING
5	570190.978	807920.587
6	570196.664	807922.462
2	570202.272	807920.330
1	570196.586	807920.374

CO-ORDINATES BASED ON PSM's 14 & 28.



Note:
 HORIZONTAL DATUM: DERBY AIRPORT CONTROLS
 VERTICAL DATUM: NOT REQUIRED.
 ALL MEASUREMENTS ARE IN METRES.
 EP - FENCE POST.
 This supersedes previous plans prepared Loc 16/08/2006.

<p>MAKJAP PTY. LTD. Consulting Engineers and Surveyors ALCA 081-658 611</p>		<p>Unit 26, 39 Carnarvon St., BROOME Western Australia P.O. Box 261 WA 6725 Tel: (08) 9121310 Fax: (08) 9122285 email: broome@makjap.com.au</p>	
<p>OPERATIONAL OFFICES Perth WA Kimberley WA Herdsman Business Park WA Broome WA Derby WA</p>		<p>OPERATIONAL OFFICES Kimberley WA Herdsman Business Park WA Broome WA Derby WA</p>	
<p>JOB No.: B308Z DWG. No.: B309Z0104</p>		<p>DATE: 08/10/2023</p>	
<p>SCALE 1:200 FILE NAME: 308Z00010400.DWG</p>		<p>DATE: 08/10/2023</p>	
<p>Copyright This plan must not be reproduced wholly or in part without the permission of Makjap Pty. Ltd. In the absence of approval by Makjap Pty. Ltd. is not responsible for its contents.</p>		<p>DATE: 18/10/2023</p>	
<p>APPROVED: M.A. KELSCH</p>		<p>APPROVED: M.A. KELSCH</p>	
<p>CHECKED: M.A. KELSCH</p>		<p>CHECKED: M.A. KELSCH</p>	
<p>DESIGNED: N/A</p>		<p>DESIGNED: N/A</p>	
<p>DRAWN: C.C. PETILLA</p>		<p>DRAWN: C.C. PETILLA</p>	
<p>PROCESSED: M.A. KELSCH</p>		<p>PROCESSED: M.A. KELSCH</p>	
<p>SURVEYED: M.A. KELSCH</p>		<p>SURVEYED: M.A. KELSCH</p>	
<p>DATE: 08/10/2023</p>		<p>DATE: 08/10/2023</p>	
<p>DATE: 31/10/2023</p>		<p>DATE: 31/10/2023</p>	

DERBY AIRPORT

LEASE 17 (NEW)
HANGAR & OFFICE DEVELOPMENT

LESSEE: **KINGDOM AVIATION**

CLIENT: **SHIRE OF DERBY/WEST KIMBERLEY**

11.4 SHIRE COUNCILLOR CONFERENCE ATTENDANCE

File Number: 4255

Author: Amanda Dexter, Chief Executive Officer

Responsible Officer: Amanda Dexter, Chief Executive Officer

Authority/Discretion: Executive

SUMMARY

Cr Geoff Haerewa has requested to attend the 13th Annual WA Major Projects Conference 2023 – *Infrastructure for a Clean and Liveable Future* this requires the authorisation of Council.

DISCLOSURE OF ANY INTEREST

Nil by Author.

BACKGROUND

Convened annually the 13th Annual WA Major Projects Conference will feature presentations by leading industry experts on major projects and key infrastructure topics.

- Overview of Major Projects by Development WA
- Delivering New and Upgraded Schools for Western Australia
- Bristol Springs Green Hydrogen Project
- Latest Research by Infrastructure Australia
- Turning WA Blue and Green Panel Discussion
- Lot 52 Pier Street: Build to Rent Social Housing
- The Bunbury Outer Ring Road Project – BORR
- Perth City Deal: A CBD for the Future
- The Minerals Research Institute of Western Australia – WA a Critical Mineral Hub

Areas of particular note to the Kimberley are:

- Supply chain resilience for WA's Freight Corridors;
- Climate resilience and renewables; and
- WA Tourism Infrastructure Projects.

The Conference provides a number of opportunities to stay informed, discuss the challenges facing the WA Government and how it plans to meet public infrastructure requirements, gain first hand insights on the States focus towards delivering better infrastructure and an opportunity to interact with senior executives from public and private sectors.

STATUTORY ENVIRONMENT

Local Government Act S 2.7 (Role of council) outlines that the Council governs the local government's affairs, and is responsible for the performance of the local government's functions. It is also charged with overseeing the allocation of the local government's finances and resources; and determine the local government's policies.

POLICY IMPLICATIONS

(C2) Elected Member and Employee Training and Professional Development - This Policy provides guidance on training and professional development that is not of a statutory nature, by supporting the attendance by Elected Members and Employees at conferences, seminars and relevant training courses that contribute to their ongoing professional, skills, and knowledge development (and to detail the relevant expenses to be paid by the Shire associated with such attendance).

FINANCIAL IMPLICATIONS

The Councillor Conference attendance and training expenses budget provides for attendance at conferences by Councillors – it currently has sufficient funds to accommodate the conference attendance and general disbursement request of Councillor Haerewa. Any additional councillors that wish to attend the mentioned conference can nominate at the council meeting.

Introductory Booking Rate of \$1050 plus GST per ticket (Standard Booking Rate \$1350 plus GST) for the 13th Annual Western Australia Major Projects Conference, taking place on November 28 & 29 at the Perth Convention and Exhibition Centre.

STRATEGIC IMPLICATIONS

GOAL	OUR PRIORITIES	WE WILL
1. Leadership and Governance	1.1 Collaboration and partnership	1.1.2 Maximise local opportunities

RISK MANAGEMENT CONSIDERATIONS

RISK	LIKELIHOOD	CONSEQUENCE	RISK ANALYSIS	MITIGATION
Reputation: That attendance will not be seen by the community as representing “good value for money”.	Possible	Moderate	Medium	Provide a report following the event of the value considered to be gained by attendance.

CONSULTATION

No community consultation is considered to be required.

COMMENT

Attendance at conferences are valuable learning and promotional opportunities.

Cr Geoff Haerewa has attended this conference on a number of occasions during the last 5 years as Shire President. Cr Haerewa is stepping down as President at the October 2023 Council Elections and will resume his position as a general Councillor from that time.

Cr Haerewa has made many lasting positive relationships through his attendance at conferences such as this over the last 5 years and he has requested to attend again this year. Improved

Regional and Shire Infrastructure, Economic Development and Business Growth are all key Strategic Priorities for the Shire and there may be good value to be gained by the exposure of attendance.

VOTING REQUIREMENT

Simple majority

ATTACHMENTS

1. **Agenda WA Major Projects Conference 2023** [↓](#) 

RESOLUTION 112/23

Moved: Cr Peter McCumstie

Seconded: Cr Pat Riley

That Council:

1. **Endorse Cr Haerewa's attendance at the 13th Annual WA Major Projects Conference 2023 – *Infrastructure for a Clean and Liveable Future* in Perth (28 & 29 November 2023).**

In Favour: Crs Geoff Haerewa, Paul White, Geoff Davis, Andrew Twaddle, Rowena Mouda, Pat Riley and Peter McCumstie

Against: Nil

CARRIED 7/0





28-29 November 2023
Perth Convention & Exhibition Centre
Perth, WA


 waconference.com.au

Conference Agenda


Day 1 - TUESDAY 28TH NOVEMBER

 **08:00 - 09:00**
REGISTRATION

 **08:50 - 09:00**
MC OPENS

 **09:00 - 09:30**

Ministerial Address


 **09:30 - 10:00**

Major Projects by Development WA



- Overview of major projects in development across the State.
- Ocean Reef Marina Project: Delivering a world class waterfront precinct in the City of Joondalup.
- Lot 52 Pier Street: A 27 storey build-to-rent development that will deliver social, affordable and market housing.

Dean Mudford, Acting Chief Executive, Development WA

 **10:00 - 10:30**

Speed Networking

Introduce yourself, swap business cards, and form new and lasting business connections during a series of one-on-one exchanges with fellow conference delegates.

🕒 10:30 - 11:00

Infrastructure WA Keynote Address



- Providing expert advice to the WA Government, Infrastructure WA plays a crucial role in determining infrastructure priorities for the State.
- The 20-year State Infrastructure Strategy highlights the need to build smarter, resilient infrastructure, enhancing both community and industry.

Nicole Lockwood, Chairperson, Infrastructure WA

🕒 11:00 - 11:30
MORNING TEA

🕒 11:30 - 12:00

Delivering New and Upgraded Schools for Western Australia



- WA has boosted funding for education, investing \$626.8 million in new schools, upgrades, and infrastructure for regional areas.
- The improved infrastructure will give children the best learning environments they require to succeed on their education journey.

Rob Thomson, Executive Director Infrastructure, Department of Education - WA

🕒 12:00 - 12:30

Bristol Springs Green Hydrogen Project



- Frontier Energy’s Bristol Springs Green Hydrogen production project has received zero carbon pre-certification.
- Situated south of Perth in Waroona Shire, it will help establish WA as a significant producer and exporter of renewable hydrogen

Sam Lee Mohan, Managing Director and CEO, Frontier Energy Ltd

🕒 12:30 - 12:50

Supply Chain Resilience for WA’s Freight Corridors



- The efficient supply of goods across rail, roads and water is a vital part of Western Australia’s economy.
- This presentation will discuss supply chain resilience and how the FLCWA is working to ensure resilient freight corridors across the State.

Megan McCracken, Chair, Freight and Logistics Council of WA

🕒 12:50 - 13:50
LUNCH BREAK

🕒 13:50 - 14:10

Presentation by VinZero A2K Technologies

🕒 14:10 - 14:30

Climate Resilient Water Infrastructure

- Climate change is impacting water supplies with less rainfall in parts of the State leading to a reduction in groundwater resources.
- Innovative water infrastructure projects are adapting to the drying WA climate to ensure precious water remains available for the State's growing population.

🕒 14:30 - 15:15

Panel Discussion: A Blue and Green WA



- Council strategies and grass roots initiatives are turning WA blue and green, with infrastructure that protects the environment while uplifting communities.
- This panel will discuss the social and economic benefits of green infrastructure, green community spaces, and water sensitive urban designs.

Shelley Shepherd, Director, Urbaqua
 TBA, Green Space Alliance, Green Space Alliance WA
 Fiona Blackham, Sustainability Officer | Parks and Sustainability, City of Stirling, Community Gardens Australia

🕒 15:15 - 15:45
AFTERNOON TEA

🕒 15:45 - 15:50
PRIZE DRAW

🕒 15:50 - 16:10

The WA EV Charging Network



- The WA Government's EV Network is part of a \$43.5 million investment to significantly boost Electric Vehicle infrastructure in the State.
- With the first EV fast charger in the Kimberley operational as of July, the network will eventually deliver 98 charging stations across 49 locations.

TBA, WA EV Network Project, Synergy

🕒 16:10 - 16:30



The Importance of Design in Achieving Net Zero and Beyond

- How can Perth be transformed into a regenerative city by 2050?
- This presentation will explore the ways the design industry can support WA's commitment to a sustainable future.

Karla Fox-Reynolds, Sustainable Design Leader, Hassell

🕒 16:30 - 16:35
MC CLOSSES

🕒 16:35 - 17:35
NETWORKING & DRINKS FUNCTION

Day 2 - WEDNESDAY 29TH NOVEMBER

🕒 08:25 - 08:50
REGISTRATION

🕒 08:50 - 09:00
MC OPENS

🕒 09:00 - 09:30

Speed Networking

Introduce yourself, swap business cards, and form new and lasting business connections during a series of one-on-one exchanges with fellow conference delegates.

🕒 09:30 - 10:00

Perth City Deal

- The \$1.6 billion Perth City Deal is transforming and re-energising Perth to deliver a CBD for the future.
- Projects include Murdoch University's Vertical Inner City Campus, WACA Improvement and the East Perth Power Station precinct revitalisation.

🕒 10:00 - 10:20



Critical Minerals and Rare Earths: WA's Role in Global Decarbonisation

- WA has emerged as a global leader in the supply of critical minerals and rare earth elements that are powering clean energy technologies.
- With abundant deposits of some of the world's most significant minerals, WA has become a critical mineral hub.

David Trotter, Research Portfolio Manager, The Minerals Research Institute of Western Australia (MRIWA)

🕒 10:20 - 10:40

Address by Conference Gold Sponsor

🕒 10:40 - 11:10
MORNING TEA

🕒 11:10 - 11:30

The New Women and Babies Hospital

- The new Women and Babies Hospital will provide world-class health care services to women, newborns, families, and the community of Western Australia.
- The hospital will be a centre of excellence and built within the Fiona Stanley Hospital precinct in Murdoch.

David Axworthy, Executive Director, Major Health Projects and Infrastructure

🕒 11:30 - 11:50

The Murdoch Health and Knowledge Precinct

- The current stage of the Murdoch Health and Knowledge Precinct project is set to deliver WA's first medihotel.
- **Alongside an aged care facility and super medical clinic, the new precinct will also include residential housing and new retail and food spaces.**

🕒 11:50 - 12:10

Perth Aboriginal Cultural Centre

- Planning has commenced for a new Aboriginal Cultural Centre in Perth, to be built on the banks of the Derbarl Yerrigan: the Swan River.
- The world-class cultural centre and museum will showcase Western Australia's First Nations heritage through art, performance, education, and community activities.

🕒 12:10 - 12:40

Trackless Trams: Transforming Perth's Urban Sprawl?



In a global first, Perth has been selected as the first city outside of China to receive a trackless tram as part of a trial with Curtin University, ITSG and the City of Stirling.

The trackless tram technology will be trialled in Perth as the city looks towards more sustainable and cost-effective transport that could provide an alternative to light rail and the basis of Net Zero urban development rather than more urban sprawl.

Professor Peter Newman AO, Professor of Sustainability, Curtin University

🕒 **12:40 - 13:40**
LUNCH BREAK

🕒 **13:40 - 14:00**

WA Tourism Infrastructure Priorities

- The tourism industry plays a significant role in the WA economy, with a chain of infrastructure necessary to create a tourist destination.
- The WA Tourism Council has highlighted infrastructure priorities, such as regional accommodation, to drive tourism demand in the State.

🕒 **14:00 - 14:30**

Accessing Opportunities on Major Projects



- Industry Capability Network WA is involved with major projects across multiple industry sectors including mining, energy, renewables, infrastructure and defence all over Western Australia.
- With each competing for resources, where do suppliers go to view project opportunities, and how do projects identify suitable, capable suppliers for their work in an efficient manner? Join Ray Loh for insights into accessing opportunities and trends on major projects.

Ray Loh, State Manager, Industry Capability Network WA

🕒 **14:30 - 15:00**

The Crucial Link Between Communities and Major Projects

- Community engagement is now an integral part of major projects, enabling a better understanding of a community's needs.
- This presentation will provide insights into achieving meaningful outcomes for communities who are affected by large-scale infrastructure works.

🕒 **15:00 - 15:10**
MC CLOSES

Agenda is subject to change
*Speakers to be confirmed

An Event by:



Contact:

Expotrade Australia Pty Ltd
Suite 24, Building 4, 195 Wellington Road
Clayton VIC 3168 Australia
Tel: +613-95450360
Email: info@eteglobal.com

11.5 FINANCIAL SUPPORT TO DERBY DISTRICT HIGH SCHOOL YOH FESTIVAL FINALISTS - ATTENDANCE AT FINALS IN PERTH**File Number:** CR/130/1**Author:** Amanda Dexter, Chief Executive Officer**Responsible Officer:** Amanda Dexter, Chief Executive Officer**Authority/Discretion:** Executive**SUMMARY**

The Derby District High School YOH Festival (Youth Health Festival) students (24 students aged 10 – 17yrs) have made it through to the State Finals for their production – Respect! The YOH Fest is an incredible academic and capacity building opportunity for the students involved. The School Council has requested the Shire’s support to assist with flights, and accommodation costs.

DISCLOSURE OF ANY INTEREST

Nil by author.

BACKGROUND

The YOH Festival is a state-wide competition that educates and empowers thousands of young people every year to lead more positive and healthier lives. The YOH Fest is a performing and visual arts event for West Australian school Students which combines the fun of the arts with health education to create a unique, exciting and valuable experience for young people. It is an innovative revolutionary approach through the arts.

The students drive their production from the outset. They have ownership over every facet, from writing the script, set design, costumes, filming, and performing. The academic extension that the program facilities for all students is an incredible opportunity not to be underestimated.

The Shire through its Strategic Community plan is committed to creating a positive legacy for our children and our children’s children, to promote health lifestyles and living standards and looks to provide a thriving arts and cultural scene.

The Shires 2021 – 2031 Strategic Community plan aspires to provide opportunities for our young people to grow and develop, and to become leaders within the community.

This opportunity that has been provided for these 24 young people is a once in a life time opportunity that contribute to their confidence, independence and emotional growth.

STATUTORY ENVIRONMENT

Nil.

POLICY IMPLICATIONS

Nil.

FINANCIAL IMPLICATIONS

The Shire has not supported a request of this nature for at least 4 years and does have adequate funds in the 2023/24 Annual Budget to consider the request.

STRATEGIC IMPLICATIONS

GOAL	OUR PRIORITIES	WE WILL
2. Community	2.2 Healthy Communities	2.2.4 Conduct and/or promote healthy lifestyle initiatives and living standards
2. Community	2.3 Vibrant and culturally rich communities	2.3.1 Support the growth and development of arts and cultural programs, services, places and spaces
2. Community	2.4 Sustainable Communities	2.4.2 Collaborate with key agencies, groups and service providers to improve community services, programs and facilities

RISK MANAGEMENT CONSIDERATIONS

Nil.

CONSULTATION

Elliot Money DDHS Principal, Sarah Hardman Chair DDHS School Council.

COMMENT

Shire has been asked to support 5 Students of the 24 to attend the YOH Festival in Perth on the 27 – 31 October 2023. The total cost for the trip is \$35,206.00 The price per student is \$1,466.00. This covers flights, bus hire, accommodation and meals. The Students will be undertaking fundraising activities to cover any further costs. The Shire has the capacity to sponsor 5 Students at the total cost of \$7,330.00.

The Shire Community Development Team will work together with the Finalists to incorporate the Students performance and message into the greater community and highlight to the community their success to date.

VOTING REQUIREMENT

Simple majority

ATTACHMENTS

Nil

RESOLUTION 113/23

Moved: Cr Paul White

Seconded: Cr Pat Riley

That Council approves the sponsorship of 5 Derby District High School YOH Fest Finalists to attend the YOH Fest Finals in Perth over the 27 - 31 October 2023 at the total cost of \$7,330.00.

In Favour: Crs Geoff Haerewa, Paul White, Geoff Davis, Andrew Twaddle, Rowena Mouda, Pat Riley and Peter McCumstie

Against: Nil

CARRIED 7/0

12 TECHNICAL SERVICES

- Nil

13 DEVELOPMENT SERVICES

- Nil

14 COMMUNITY AND RECREATION SERVICES

- Nil

15 MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

- Nil

MOTION

RESOLUTION 114/23

MOVED: CR ANDREW TWADDLE

SECONDED: CR PAUL WHITE

THAT COUNCIL ACCEPT LATE ITEM 16.1 – ASSESSMENT OF APPLICATION – COMMUNITY SPORT AND RECREATION FACILITIES FUNDING (CSRFF) 2024-25 FORWARD PLANNING ROUND APPLICATION.

IN FAVOUR: CRS GEOFF HAEREWAI, PAUL WHITE, GEOFF DAVIS, ANDREW TWADDLE, ROWENA MOUDA, PAT RILEY AND PETER MCCUMSTIE

AGAINST: NIL

CARRIED 7/0

16 NEW BUSINESS OF AN URGENT NATURE

16.1 ASSESSMENT OF APPLICATION - COMMUNITY SPORT AND RECREATION FACILITIES FUNDING (CSRFF) 2024-25 FORWARD PLANNING ROUND APPLICATION

File Number: GS/045/17

Author: Christie Mildenhall, Acting Director of Community Services

Responsible Officer:

Authority/Discretion: Advocacy

SUMMARY

To seek endorsement for the submission of applications to the Department of Local Government, Sport and Cultural Industries’ (DLGSCI) Community Sporting and Recreation Facilities Fund (CSRFF) ‘2024-2025 Forward Planning’ round.

One application has been received by DLGSCI for this year’s funding round. The application is from the Nyikina Mangala Community School.

DISCLOSURE OF ANY INTEREST

Nil by Author or Authoriser.

BACKGROUND

The CSRFF, administered by the Department of Local Government, Sports and Culture, seeks to provide financial assistance to community groups and local government authorities to develop basic infrastructure for sport and recreation.

The CSRFF guidelines require that applicants must liaise with their relevant local government regarding planning and building approvals for proposed projects, along with seeking permission for facility upgrades where the facility is owned by the local government. Applicants are then required to submit their completed application to their local government authority for an initial

assessment and ranking of applications in priority order for the municipality. This information is then provided to DLGSC (before the funding round closing date) for further more detailed assessment.

STATUTORY ENVIRONMENT

Nil identified.

POLICY IMPLICATIONS

Nil identified.

FINANCIAL IMPLICATIONS

Whilst the total cost of this project is expected to be around \$3.2 million, with approximately \$1 million being sought from CSRFF, it is not expected to have any financial impact for the Shire. The applicant has not requested any funding from the Shire towards this project. Any impact will be through the course of ‘business as usual’ through normal planning and building approval processes. The applicant has also been advised the Shire is not in a position to financially support the project.

One question asked on the local government assessment sheet is around the Local Governments commitment to “underwriting any funding shortfalls as the ultimate asset owner”. It is recommended the response to this question be that the Shire will not be underwriting any funding shortfalls, either for its construction or asset management (refer to the proposed assessment sheet provided as Attachment 1).

STRATEGIC IMPLICATIONS

GOAL	OUR PRIORITIES	WE WILL
1. Leadership and Governance	1.1 Collaboration and partnership	1.1.2 Maximise local opportunities
2. Community	2.2 Healthy Communities	2.2.2 Facilitate a range of accessible sporting and recreational activities
2. Community	2.4 Sustainable Communities	2.4.2 Collaborate with key agencies, groups and service providers to improve community services, programs and facilities

RISK MANAGEMENT CONSIDERATIONS

RISK	LIKELIHOOD	CONSEQUENCE	RISK ANALYSIS	MITIGATION
Reputation: Reputational damage for failing to support the improvement of community facilities.	Possible	Moderate	Medium	Endorse the application with the assessment provided as attachment one.

CONSULTATION

The Shire has not directly conducted any consultation on this project, however METIO, a for purpose social enterprise supporting Nyikina Mangala Community School with this project, advised a community consultation process has been undertaken. Led by the school, regular meetings were held involving community directors, school authorities, and METIO. A draft design was developed and community feedback sought which led to official approval of the project within the community.

It is understood the project has been discussed with a representative from the Department of Local Government, Sport and Cultural Industries. The Shire's Planning Services team has been contacted to provide initial advice regarding the planning and health approvals required.

COMMENT

Only one application has been received for the current round of the CSRFF program within the Shire's boundaries. This is from Nyikina Mangala Community School, which is based in the Jarlmadngah Burru Community. The application documents are provided as attachments two and three to this report.

The project seeks to upgrade the existing sports courts located at the school and includes the following elements;

- Repair and resurfacing of existing court.
- Construction of a weather resistant cover over the existing concrete slab.
- Construction of an amenities block, which includes toilet and shower facilities.
- Landscaping of areas surrounding the court.
- Installation of seating and a small stage.
- Installation of a retractable hoop.
- Installation of LED lighting.
- Installation of a rainwater collection system to support irrigation of the landscaped areas.
- Installation of a shade cloth over the existing playground area.

Expected benefits of the project include;

- Promotion of physical activity.
- All weather and night-time usability of the facility.
- Enhanced safety and security.
- Strengthened community engagement and involvement.
- Promotion of cultural sensitivity and inclusivity.
- Expanded recreation opportunities.
- Climate resilience.
- Job opportunities.

The scale of this project is significant. For-purpose social enterprise, METIO, has been engaged on a pro-bono basis to assist deliver this project in conjunction with the school. METIO specialises in

construction project development and project management services, and has previously delivered similar projects in remote locations.

The project is expected to cost around \$3.2 million, with funding being sought from a number of sources. In addition to the DLGSCI funding sought through this application, funding will be provided by the applicant, through volunteer labour (CDP program), donations, additional State and Federal funding.

In addition to potential funding limitations and variations in donor timelines the applicant has also identified the following constraints which may impact the projects progress and has provided some comment around plans to address these issues;

- Remote location.
- Seasonal constraints.
- Regulatory and approval requirements.
- Continual community engagement and consultation throughout the life of the project.
- Limitations associated with local workforce and skills.

The DLGSCI provides an assessment sheet for the Shire to complete. The proposed responses are provided as attachment one to this report.

VOTING REQUIREMENT

Simple majority

ATTACHMENTS

1. **Application Form - CSRFF Forward Planning Grant - Nyikina Mangala Community School** [↓](#)
2. **Project Proposal - CSRFF Forward Planning Grant - Nyikina Mangala Community School** [↓](#)
3. **Local government application assessment form - Nyikina Managala Community School** [↓](#)

RESOLUTION 115/23

Moved: Cr Peter McCumstie

Seconded: Cr Rowena Mouda

That Council;

1. **ENDORSES the Community Sport and Recreation Funding application from Nyikina Mangala Community School for consideration by the Department of Local Government, Sport and Cultural Industries.**
2. **ENDORSES the Local Government Assessment form provided as Attachment one to this report and forwards a copy signed by the Shire’s CEO, to the Department of Local Government, Sports and Cultural Industries as per the funding application process.**

In Favour: Crs Geoff Haerewa, Paul White, Geoff Davis, Andrew Twaddle, Rowena Mouda, Pat Riley and Peter McCumstie

Against: Nil

CARRIED 7/0



Government of **Western Australia**
 Department of **Local Government, Sport and Cultural Industries**

Office Use Only
TRIM: _____
Grant No: _____
Project Coordinator: _____

CSRFF Grant Application Form

Year 2024/25 – 2026/27 Triennium

This application form can only be used for applications to be submitted in the 2024/25 funding round. No other forms will be accepted.

You <u>MUST</u> discuss your project with an officer from your nearest Department of Local Government, Sport and Cultural Industries office before completing and submitting your application. Failure to do so will render your project ineligible.		
All applications <u>MUST</u> be submitted to your local government. Contact your local government to determine the cut off date for the submission of applications.		
DLGSC Contact: Tom Chapman	Date: 7/9/2023	Office: Kimberly
TYPE OF GRANT:		
<input checked="" type="checkbox"/>	FORWARD PLANNING GRANT \$166,667–\$2.5 million The total project cost (GST exclusive) exceeds \$500,000.	
Year of Claim Please indicate the year that you would prefer to claim a grant, taking into account the CSRFF acquittal requirements. Only indicate first preference for funding in 2024/25 if all planning is finalised and the project will be completed before 1 June 2025.		
<input checked="" type="checkbox"/> 2024/25	<input checked="" type="checkbox"/> 2025/26	<input type="checkbox"/> 2026/27
Would the project proceed if funding was allocated in a later year? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, how would the project be impacted (e.g. – delayed etc)?		
How would the resulting cost escalation be funded? In case of cost escalation, the project team will prioritize staying within budget. If additional funds are needed, the school has a contingency reserve. For significant overruns, we'll seek potential new funding sources.		

Applicant's Details:

Organisation Name:	Nyikina Mangala Community School				
Postal Address:	P.O. Box 759				
Suburb:	Derby	State:	WA	Postcode:	6728
Street Address:	Jarlmadangah Burru Community				
Suburb:		State:		Postcode:	

Preferred Contact Person:

All application correspondence will be directed to this person

Name:	Humberto Marum	Title:	Dr <input type="checkbox"/> Mr <input checked="" type="checkbox"/> Mrs <input type="checkbox"/> Ms <input type="checkbox"/>
Position Held:	Project Manager - METIO		
Business Phone:	0476671915	Facsimile:	
Mobile Phone:		Email:	marum@metio.com.au

Organisation Business Details:

Does your organisation have an ABN?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	ABN: 37 218 811 410	
Is your organisation registered for GST?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	* Note, in order to be eligible for funding you must attach a copy of the Incorporation Certificate. LGAs exempt.	
Is your organisation not-for-profit?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
Is your organisation incorporated?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Incorporation #: 616	
Bank details:	Bank: ANZ	BSB: 016-620	A/c: 3472 67564

Local Government Authority Details:

LGA:			
Contact:		Title:	Dr <input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms <input type="checkbox"/>
Position Held:			
Business Phone:		Facsimile:	
Mobile Phone:		Email:	

PROJECT DETAILS

Project Title (brief and specific): Nyikina Mangala sports court addition of cover and ablution block	
Project Description:	
<p>The Nyikina Mangala Community School, situated in the Jarlmadangah Burru Community, is seeking to upgrade its existing sports court. This upgrade includes the erection of a metal shade structure over the existing concrete slab to ensure all-weather usability, the addition of an ablutions block, the construction of a small stage for various school and community events, and landscaping enhancements to beautify the surroundings.</p> <p>Established in 2000, the independent school serves the 40-60 community members, predominantly of Nyikina and Mangala descent, offering education from Kindergarten to Year Ten. The Jarlmadangah Burru Community, a recipient of the Tiddy Town award multiple times, stands as a testament to its pride and resilience. With a growing population and an increasing number of community members returning, there's a pressing need to bolster community infrastructure. This upgrade aims to support this growth, offer better and more social and sports activities, attract more residents, and alleviate urban pressures and associated social issues.</p> <p>Currently, the shared sports facility between the school and community consists of a worn-out concrete slab with aged basketball hoops and faded lines. It lacks a protective cover against the Kimberley's harsh elements and doesn't offer essential amenities like toilets and showers. Additional to this, currently the community doesn't have any space that can be used for night-time events. The upgraded facility will serve diverse purposes, including:</p> <ul style="list-style-type: none"> • School sports programs, including basketball, netball, tennis, and more. • The school's social and emotional wellbeing initiatives. • Hosting community meetings, funerals, and other cultural events. • Facilitating meetings, training sessions, social events, and consultations for visiting service providers. • Organizing sports carnivals with participation from neighbouring communities and sports holiday programs. • Hosting music and performing arts events, including night-time events. • Providing a surface for activities like skating and scootering, as no other suitable surface currently exists in the community. <p>This initiative is a collaborative effort to enhance both the school and community sports facilities. To promote sustainability and low maintenance costs, the project will incorporate solar panels for energy efficiency and a rainwater collection system. With the backing of numerous stakeholders, this community and school-driven project aims to uplift the quality of life and provide a multifunctional space for all residents. More information about the project can be found in the "Project Proposal" document supplied.</p> <p>This project has been prepared on a pro bono basis by METIO, a "for purpose" social enterprise focused on supporting disadvantaged communities in building and caring for infrastructure. Please see METIO, capability statement as annexed to the "Project Proposal" document supplied.</p> <p>Further to this form, we have supplied a project proposal document with additional information about the project.</p>	
Project location:	Jarlmadangah Burru Community, grounds of the Nyikina Mangala Community School

Land ownership:	Who owns the land on which your facility will be located? Community, allocated to School Lease Expiry (if applicable):		
Planning approvals		If no, provide the date it will be applied for:	
Where applicable, has planning permission been granted? (LGA)	Yes <input type="checkbox"/> No <input type="checkbox"/>		__/__/__
Aboriginal Heritage Act?	Yes <input type="checkbox"/> No <input type="checkbox"/>		__/__/__
Department of Biodiversity, Conservation and Attractions? (Environmental, Swan River)	Yes <input type="checkbox"/> No <input type="checkbox"/>		__/__/__
Native Vegetation Clearing Permit?	Yes <input type="checkbox"/> No <input type="checkbox"/>		__/__/__
Please list any other approvals that are required? Building Approval	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		30/7/2024
What discussions have been held with adjoining local authorities? We have reached out to the local shire regarding the project, and they have not expressed any concerns. We are currently awaiting their written confirmation. It's worth noting that a development approval may not be necessary since the facility is an existing basketball court. However, we acknowledge that obtaining a Building Approval will be essential.			
Approximate distance from proposed project to nearest adjoining council boundary:			
Have you discussed this project with Department of Infrastructure and Regional Development (Federal Government)? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
If so, are you seeking funding from them? Yes <input type="checkbox"/> No <input type="checkbox"/>			
Contact:			
How will your project increase physical activity? Yes			
Do you share your facility with other groups? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If so, who: Community corporation and regional community service providers			

List up to three sport and recreation activities which will **directly benefit** from your proposal. Please indicate the approximate % usage of the facility (or part of the facility relating to this proposal).

Sport/community organisation	% use of the facility	Hours per week
Basketball/Netball	70	35
Community meetings etc	15	7.5
Community and school cultural events	15	7.5

Activity/sport **capitated membership** numbers over the past three years relevant to your project. For example, if a bowls project, golf members not relevant; **Social membership numbers not applicable**.

Note: if membership is not applicable, ie recreation facility or aquatic centre, please enter the number of users of the facility with evidence of how you arrived at the figure.

2020/21	50	2021/22	55	2022/23	60
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State Sporting Associations are involved in the assessment of applications and may be able to provide valuable information when planning your project, particularly in relation to technical design issues. They should be consulted as part of the application process. A complete list of State Sporting Associations and their contact details are available on the departments website: <https://www.dlgsc.wa.gov.au/sport-and-recreation/state-sporting-associations>

What is the name of the State Sporting Association for your activity/sport?	
Have you discussed your project with your State Sporting Association? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Contact Name:	Date of contact:

PLANNING

You need to demonstrate that you have undertaken an appropriate level of planning for your project. Questions 1 – 24 must be completed for all applications. Forward Planning grant applications must complete all the questions in detail. Annual grant applications must provide responses where appropriate and relative to the project.

Attach your responses (in numerical order) to the application form. If you believe that you have a valid reason for answering in the negative to a question please detail that reason.

Ensure that you have addressed the Key Principles of Facility Provision (see Guidelines for a CSRFF application), as they apply to your project. Questions 1 to 24 below relate directly to these principles.

You are expected to provide detail on the planning, management and financial viability of your project. Where research findings are used to justify a project a range of research techniques should be evident in the methodology used. When using comparative analysis local conditions must be considered.

All assumptions must be clearly stated. Please do not solely refer to attachments in the answers below – please summarise the content in the section provided.

1.	<p>When did you complete your needs assessment? (This is a formal analysis required for projects over \$500,000).</p> <p>Aug 2023</p>
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	<p>How has the need for your project been identified and assessed?</p> <p>The necessity for this project emerged from a collective acknowledgment by both the community and school leadership, that is essential to have a quality fit for purpose sports facilities in community. To understand its importance of the project and confirming this need, METIO was invited to carry out a project proposal, including a detailed site inspection and to facilitate numerous discussions with both directors and community members.</p> <p>It became evident that the absence of any sports facility in the area was detrimentally affecting not only the students but also the broader community. This project aims to bridge that gap and provide a much-needed space for recreation, sports and other communal activities.</p> <p>In the process, a design team was briefed and prepared a few different design options. After comprehensive deliberations, a design was chosen that best aligned with the community's preferences and requirements.</p>
	<p>Is the need or a part of the need that you have identified already being catered for? No. This is the only sports space in community.</p>
2.	<p>Have you undertaken a feasibility study? (must be included with Forward Planning applications). Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>
	<p>If not, how have you assessed the feasibility of your project?</p>
3.	<p>What alternatives were considered and why were they rejected? (This should include a 'do nothing' option)</p> <p>Did you consider sharing with another group? (Please detail). Yes, this is a shared facility for school and community.</p> <p>Did you consider the whole of life cost when assessing the viability of these options to ensure that the preferred project was both affordable and cost-effective?</p> <p>Yes, in assessing the viability of the options, we thoroughly considered the whole-of-life costs to ensure that the selected design was both affordable and cost-effective. The school has stable operational funding and a dedicated maintenance budget to support this facility. Furthermore, the facility has been designed with minimal maintenance requirements, ensuring low ongoing costs. To further enhance cost-effectiveness and sustainability, the project incorporates the installation of rainwater tanks and solar panels.</p>
4.	<p>How does your project fit into your:</p> <ul style="list-style-type: none"> • Club's strategic plan or development plan? • State Sporting Association's strategic or development plan? • Local authority's strategic or development plan?
5.	<p>What impact is your project likely to have on other facilities and services in your local and regional area?</p> <p>The project will have a significant positive impact on our local and regional area, given that there are no other similar facilities in the community and in surrounding communities. This upgraded facility will enable external service providers to expand their offerings to the community, leading to more frequent visits and an overall improvement in the quality of services provided.</p> <p>Please see support letters from partner and service providers annexed to the supplied Project Proposal Document.</p>
6.	<p>Is your facility multi-purpose (i.e. caters for a variety of activities at one time)? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If so, does it service more than one LGA?</p> <p>Yes, the facility is multi-purpose. It is designed not only to cater to the practice of various sports but also to accommodate a wide range of social and communal activities. This includes celebrations, community meetings, performing arts, training sessions, and more.</p>
	<p>Site and locality maps should be included with all applications outlining where the proposed facility is located in relation to other sport and recreation infrastructure (where applicable).</p>

7.	<p>Describe the consultation process undertaken for the project. For example, have you invited public submissions, conducted a survey, held stakeholder or public forums etc.:</p> <p>The consultation process was initiated and led by the school. This was complemented by a series of meetings with community directors and school leadership. METIO then undertook a site visit, engaging in in-depth discussions with the community to understand the project's feasibility and requirements. Once a concept design was drafted, it was showcased to the community for their insights and feedback. This collaborative approach culminated in the design and project proposal receiving official approval in August 2023. Throughout this process, various stakeholders were consulted, and many have since issued letters of support for the project.</p> <p>Please see annexes on the supporting document "Project proposal"</p>
<p>A range of resources regarding the development of sporting facilities are available on the website. DLGSC's Decision-Making Guide for Community Facilities and Services is useful to assist in determining the need for, and feasibility of, community and recreation services. The Guide is designed in such a way that it can be entered at any point in the planning process and used by planners for user groups with a range of skills and experiences.</p>	

MANAGEMENT

8.	<p>Have you developed a management plan for your facility? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Please attach a copy with this application.</p>
<p>If not, please explain how you plan to address management issues i.e. attracting new members, building maintenance and repairs, replacement of broken or stolen items and/or raise sufficient revenue to cover operating costs? An asset management plan detailing provisions for life of asset costs should be provided for projects over \$500,000.</p> <p>The facility will be managed by the school leadership under their existing facilities management system.</p>	
9.	<p>How have you catered for management needs in your design (if required)? Consider access, usage and supervision.</p> <p>Access: The facility is centrally located, ensuring easy access for both community members and students, while maintaining a clear separation of functions. The open design of the facility allows for unrestricted access, promoting inclusivity and convenience.</p> <p>Supervision: The central and open location of the facility also facilitates easy supervision. Its exposed and unobstructed design ensures that activities within can be monitored effectively, enhancing the safety and security of the users.</p> <p>Usage: The facility is versatile, intended to be used by students, community members, and visitors. To manage the diverse needs and avoid scheduling conflicts, time allocations will be imposed, clearly defining periods for school activities, community events, and visitor usage. The construction of separate toilets and showers is a pivotal feature of the design, maintaining a necessary separation from the school when the facility is in use by visitors. This separation is crucial for child protection, ensuring the safety and well-being of the students while allowing the facility to serve its multifunctional purpose effectively.</p>
10.	<p>Was an experienced facility manager, builder or technical expert involved in planning the design of your project? Please outline their experience.</p> <p>The school has partnered with METIO to oversee the project development and to serve as the Project Manager. METIO brings a wealth of experience from working in remote locations, having successfully delivered projects of similar scope and complexity. They have collaborated on projects with a similar scope and have previously secured two grants with CSRFF. For a detailed overview of METIO's capabilities, please refer to the Company Capability Statement attached to the "Project Proposal Document" submitted alongside this proposal.</p> <p>Furthermore, due to the limited project management expertise within the school and community leadership, combined with a high staff turnover, the school wishes to request METIO to serve as the project manager throughout the project's duration and to serve as donors point of contact.</p>

11.	<p>If you propose to share a facility, have other groups been asked what features they need? List these needs and describe how they will be accommodated, either through your project's location, design or the way in which it will be managed.</p> <p>Yes, during the planning phase, we actively engaged with various community groups to understand their specific needs for the shared facility. One of the primary feedback received was the necessity for an independent toilet facility, separate from the school's main amenities, to cater to the broader community and visitors. This ensures privacy, convenience, and upholds child protection standards. Additionally, there was a collective emphasis on the importance of a rainwater catchment system for sustainability. In response, our design incorporates both these features, ensuring the facility is both functional and meets the community's expressed requirements.</p>		
12.	<p>Have you considered:</p>		
	• child care facilities	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
	• access for low income earners	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	• access for people with a disability	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	• access for seniors	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	• access on a casual and short-term basis	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	Please attach a copy of the proposed fee structure.		

DESIGN

Grant applications are required to provide a **locality map, site map and building plans**. Plans are to be submitted in **A3 format**.

13.	<p>Have you written a design brief for your project? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, please respond to the following points:</p> <p>Describe the process used to obtain an estimate of construction cost.</p> <p>We engaged in a multi-step process to obtain an estimate of the construction cost. Initially, multiple design options were considered. Conversations were then held with potential builders to gauge preliminary costs. To finalize and consolidate the cost details, a professional cost estimator was employed to prepare the comprehensive estimate. The cost estimates is annexed to the Project Proposal document submits with the application.</p> <p>An estimate from a qualified consultant in the building industry (e.g. architect, quantity surveyor, builder, engineer, etc.) must be provided with your application.</p>
14.	<p>What design features will allow your facility to meet changing needs over time?</p> <p>The design of our facility has been thoughtfully planned to accommodate future needs and changes. For example, the metal cover structure is separate from the ablution block, providing flexibility for future redesigns and upgrades. Additionally, the foundation of the proposed metal cover structure is intentionally distanced from the existing concrete slab. This separation ensures that if there's a need for a future replacement or upgrade of the slab, it can be done without disrupting the metal structure. These design choices ensure longevity and adaptability of the facility over time.</p> <p>Is your current proposal likely to limit any future development on your site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, how?</p>
15.	<p>How have you determined the most appropriate technical specification for the equipment and systems for your facility (i.e. filtration, lighting, water heating, air quality – as required)?</p> <p>In determining the most appropriate technical specifications for our facility's equipment and systems, we have been collaborating closely with local service providers to design effective and sustainable solutions tailored to our unique needs. While further detailed work is still underway we have considered the costs for a suitable solution.</p> <p>Do they meet Australian Design Standards for your sport or recreation needs? This will be an assessment factor. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Please refer to DLGSC's Asset Management Guide on the website for a list of common standards and note that projects that do not meet Australian Design Standards are ineligible for funding.</p>
16.	<p>What energy and water efficient products or design considerations will be included in your facility or project? (e.g. solar hot water, natural light, geothermal, water recycling etc.).</p> <p>Our facility emphasizes sustainability and efficiency in its design. Given the heavy rainfall in the region during the rainy season, we will incorporate a rainwater catchment system to harness this abundant resource, supplying water for toilets and irrigation. This approach not only promotes water conservation but also ensures a consistent water supply during drier periods. To minimize our energy consumption and carbon footprint, we will install solar panels paired with batteries, providing a renewable energy source for our lighting needs. Additionally, we have chosen LED lights for the facility, which are known for their energy efficiency and longevity. This combination ensures that our facility remains energy-efficient, environmentally friendly, and responsive to the community's needs.</p>
17.	<p>If your project involves floodlighting, have you determined whether there is a need to upgrade your power supply? If so, is this allowed for in your application?</p> <p>We have been in touch with our service providers regarding the potential need for a power supply upgrade. While a formal assessment is still to be conducted, preliminary discussions indicate confidence that the current infrastructure can support the facility without any issues</p>

FINANCIAL VIABILITY

It is understood that some facilities will operate at a loss. It is not necessary to suggest that all facilities will break even or make a profit. The intent of this assessment is to be sure that applicants have a realistic understanding of the impact of their project on the operational budget, membership costs or entry fees and an appreciation of the funding requirements over the life of the facility.

18.	<p>Have you applied a Life Cycle Cost Analysis to your project? This is mandatory for projects that have a total project cost over \$500,000. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>DLGSC's Life Cycle Cost Guidelines are available on the website. Developing a life cycle cost approach when considering your project's parameters will assist to make effective financial, economic and operationally sustainable decisions. Applicants may use alternative computer programs to demonstrate compliance.</p>
19.	<p>Is your organisation able to meet the ongoing operating costs of your project? (e.g. wages, power) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>For Annual Grant applications please attach a projected income and expenditure statement for the first year of operation, detailing operating costs, and user fees.</p> <p>Forward Planning applications are to provide income and expenditure statements for the first three years of operation, and include an assessment of the potential impact on the project of social trends, competition, the strategic plans of neighboring local authorities and other factors.</p> <p>Applicants are to consider the financial impact the development of the project will have on existing facilities within the identified catchment area. Applications to include details of a number of scenarios related to projected income and expenditure. This type of sensitivity analysis based on worst, average, and best-case performance should be used to inform proponents of the project development to the variables and consequent implications. A list of assumptions should be included with all analyses.</p> <p>Attach your audited income and expenditure statements for the last three years (LGAs exempted).</p>
20.	<p>Who will be responsible for any operational costs and how will it be funded (include evidence as required?)</p> <p>The school will be responsible for the operational costs of the facility. The school receives stable funding from the Commonwealth for education, which includes maintenance of its buildings. We anticipate no issues in covering these costs in the future.</p>
21.	<p><u>WHERE A CLUB/ASSOCIATION IS THE APPLICANT</u></p> <p>Will a formal Asset Replacement Fund be created to ensure the ongoing maintenance of the facility? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, how have you determined the required annual contributions? If no, why not?</p> <p>Where the facility is owned by an LGA, how will the funds be accounted for and what agreement exists with the council?</p>
	<p><u>WHERE A LGA IS THE APPLICANT</u></p> <p>Will a formal Asset Replacement Fund be created to ensure the ongoing maintenance of the facility? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Will the facility be listed in your Council's Asset Management Plan and has Council accepted the ongoing cost of maintaining the asset? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Comments:</p>

PROJECT DELIVERY

22.	<p>Please indicate key milestones of your project.</p> <p>The key milestones need to be realistic and demonstrate that the project can be delivered in the timeframe. Please consider these milestones as they will determine the financial years in which any grant will be offered. Please be conservative with the time required to complete the design and approval phase of the project prior to going to tender.</p>
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Task	Date
Attainment of all required approvals	Aug 2024
Preparation of tender/quotes for the major works contract	Oct 2024
Issuing of tender for major works	Nov 2024
Signing of major works contract	Feb 2025
Site works commence	April 2025
Construction of project starts	May 2025
Project 50% complete	Aug 2025
Project Completed	Oct 2025
Project hand over and acquittal	Dec 2025

23.	<p>Are there any operational constraints that would impact on the construction phase of your project? (such as your sporting season or major annual event, i.e. if your sport is a winter sport, when will the project commence to ensure that inclement weather does not hinder progress) – provide details. Projects that are delayed due to undeclared known constraints are not eligible for a deferral.</p> <p>Yes, there are significant operational constraints to consider during the construction phase of our project. The Kimberley region of Western Australia typically undergoes its rainy season from November to April. This period often brings heavy rainfall and potential flooding. As such, it's imperative to strategize our construction timeline to circumvent these wetter months. Ideally, construction should take place between May and November to ensure that adverse weather conditions do not impede our progress. We are acutely aware of these constraints and have planned our project timeline accordingly to prevent any unforeseen delays.</p>
24	<p>How many construction and/or ongoing jobs will your project create? (Only applicable if your project is over \$1 million)</p> <p>During the construction phase, we estimate that the project will create approximately 10 job opportunities. Several community members have already expressed interest in these roles. To facilitate their involvement, we will assist them in obtaining White Cards. Additionally, we will include provisions in the tender to ensure that the selected builder prioritizes the employment of community members for certain construction roles. Beyond construction, the facility is expected to generate around 4 ongoing casual job opportunities for community members. These roles will span cleaning, maintenance, gardening, and educational support, further enhancing the community's employment prospects.</p> <p>We will work with the regional CDP program manager to offer on job opportunities.</p> <p>Provision to uses local labour will be included in the main contractors contract and clearly stated in the tender documentation.</p> <p>Further to the above, METIO's tenders always include provisions to procure the services of local indigenous owned business, in particular in remote settings such this project.</p>

GST

Grant payments are payable to the applicant/grantee only. This may have taxation implications for grantees. If grantees wish specific advice relating to their grant, this can be obtained from the Australian Taxation Office (ATO). Please note depending upon the value of the project and/or grant, the ATO may require an organisation be registered for GST. If the applicant is registered for GST, the grant is grossed up with the GST amount.

PRIVACY STATEMENT AND STATEMENT OF DISCLOSURE

The Organisation acknowledges and agrees that this Application and information regarding it is subject to the *Freedom of Information Act 1992* and that the Grantor may publicly disclose information in relation to this Application, including its terms and the details of the Organisation.

Any information provided by you to DLGSC can be accessed by you during standard office hours and updated by writing to DLGSC or calling (08) 9492 9700. All information provided on this form and gathered throughout the assessment process will be stored on a database that will only be accessed by authorised departmental personnel and is subject to privacy restrictions.


DLGSC may wish to provide certain information to the media for promotional purposes. The information will only include the applicant's club name, sport, location, grant purpose and grant amount.

APPLICANT'S CERTIFICATION

I certify that the information supplied is to the best of my knowledge, true and correct.

Name: Humberto Marum

Position Held: Project Manager

Signature: 

Date: 28/9/2023

LODGEMENT OF YOUR APPLICATION

- Applications including all attachments are to be received electronically and officially submitted to csrff@dlgsc.wa.gov.au by the cut-off date. A hard copy can also be provided and should be clipped at the top left-hand corner, please do not bind.
- It is recommended that you **retain your completed application form**, including attachments for your own records and future audit purposes.
- All **attachments** and supporting documentation (see next section) should be **clearly named and identified** and submitted with the application form.
- **Applications must be submitted to your Local Government Authority** by the Local Government's advertised cut-off date to ensure inclusion at the relevant Council Meeting.

The following documentation **MUST** be included with your application. Applicants may wish to supply additional RELEVANT information.

<input checked="" type="checkbox"/>	Application form (including any attachments).
<input checked="" type="checkbox"/>	Incorporation Certificate.
<input checked="" type="checkbox"/>	Confirmation of Public Liability Insurance cover to \$10 million
<input checked="" type="checkbox"/>	Two written quotes. Quantity Surveyor costs will be accepted; however the responsibility lies with the applicant to ensure the validity of the information. DLGSC accepts no responsibility for cost variations to projects that were provided a grant based on submitted Quantity Surveyor costs.
<input checked="" type="checkbox"/>	If your project involves the upgrade of an existing facility, include photograph/s of this facility.
<input checked="" type="checkbox"/>	Locality map, site map and building plans (in relevant constructions projects), including where the proposed facility is located in relation to other sport and recreation infrastructure.
<input checked="" type="checkbox"/>	Income and expenditure statements for the current and next financial years. (LGAs exempted).
<input type="checkbox"/>	Written confirmation of financial commitments from other sources including copies of council minutes. (If a club is contributing financially then evidence of their cash at hand must be provided).
<input checked="" type="checkbox"/>	For resurfacing projects, a written guarantee from the supplier of the product that clearly identifies the product's life expectancy.
<input checked="" type="checkbox"/>	Itemised project cost for components and identified on the relevant quote for each (including cost escalation). Also construction signage costs if relevant.
<input type="checkbox"/>	For projects involving floodlighting, a lighting plan must be supplied showing lux, configuration and sufficient power supply
<input checked="" type="checkbox"/>	Formal Needs assessment*
<input checked="" type="checkbox"/>	Management plan*
<input checked="" type="checkbox"/>	Locality map, site map and building plans (in relevant constructions projects) in AutoCAD or similar format with an additional electronic version*
<input checked="" type="checkbox"/>	Feasibility study*
<input checked="" type="checkbox"/>	Concept design*
<input checked="" type="checkbox"/>	Life Cycle Cost Analysis*

***Only essential for requests where the total project cost exceeds \$500,000**

Your application will be considered not eligible if:

- You have not discussed your project with the Department of Local Government, Sport and Cultural Industries and your State Sporting Association.
- You do not meet the eligibility criteria for the grant category to which you are applying.
- You have not included with your application all the relevant required supporting documentation. There is no onus on department staff to pursue missing documentation.
- Applicants/projects that have received a CSRFF grant in the past and have not satisfactorily acquitted that grant. In some cases this may apply to localities where other significant projects have not been progressed or have not completed a previous project in accordance with the conditions of the grant provided. An assessment will be made and if no physical progress has occurred, new applications may not be recommended.
- It is not on the 2024/25 CSRFF application form.
- The project for which the application is made is specifically excluded from receiving CSRFF support.

DEVELOPMENT BONUS APPLICANTS ONLY

If you applied for a CSRFF grant for more than one third of the cost of the project, please provide evidence of meeting at least one of the following criteria.

You MUST contact your local DLGSC office to determine eligibility before applying.

Category		Details
Geographical location	<input checked="" type="checkbox"/> Regional/Remote location <input type="checkbox"/> Growth Local Government	
Co-location	<input type="checkbox"/> New <input checked="" type="checkbox"/> Existing	
Sustainability initiative	<input checked="" type="checkbox"/> Water saving <input checked="" type="checkbox"/> Energy reduction <input type="checkbox"/> Other	
Increased participation	<input checked="" type="checkbox"/> New participants <input checked="" type="checkbox"/> Existing participants – higher level <input type="checkbox"/> Special interest <input type="checkbox"/> Other	

PROJECT BUDGET

ESTIMATED EXPENDITURE

Please itemise the components of your project in the table below, indicating their cost and which quote or part of quote was used to estimate this. Quantity Surveyor costs will be accepted however the responsibility lies with the applicant to ensure the validity of the information. A contingency allowance is considered an acceptable component. *PLEASE ITEMISE BY COMPONENT (e.g. changerooms, storage, kitchen) rather than materials (electrician, plumber, finishings).*

Project Description (detailed breakdown of project to be supplied)	\$ Cost ex GST	\$ Cost inc GST	Quote Used (list company name and quote no)
Sports Court Shelter	2,110,000	2,288,000	As per QS
Toilets and showers block	805,400	863,940	As per QS
Donated materials (Cost breakdown must be attached)	15,000		
Volunteer Labour (Cost breakdown must be attached)	25,000		Approx. 1250 of man hours to be contributed by community members under CDP Program
Sub Total	2,995,400	3,206,940	
Cost escalation	214,600	236,060	<i>QS used minimum recommended allowances 5% design contingency and 3% for construction contingency</i>
a) Total project expenditure	3,170,000	3,443,000	

- At least **two written quotes** are required for each component.
- If your project includes a floodlighting installation or upgrades, please ensure that the power supply is sufficient and no upgrade will be required. If upgrade is required and not budgeted for, the grant will immediately be withdrawn. A **lighting plan** must be supplied showing lux and configuration.
- Projects that do not meet **Australian Standards** are ineligible for funding.

PROJECT FUNDING

Source of funding	\$Amount ex GST	\$ Amount inc GST		Funding confirmed Y / N	Comments to support claim (please attach relevant support)
Local government			LGA cash and in-kind		
Applicant cash	100,000	110,000	Organisation's cash	Y	School will have a board meeting to formally approve this amount
Volunteer labour (CDP Program)	25,000	27,500	Cannot exceed applicant cash and LGA contribution – max \$50,000	N	
Donated materials (Accommodation)	15,000	16,500	Cannot exceed applicant cash and LGA contribution	Y	School will provide accommodation for workers
Other State Government funding	525,000	577,500		N	
Federal Government funding	525,000	577,500		N	
Other funding –			Loans, sponsorship etc	N	
CSRFF request (No Development Bonus)			up to 1/3 project cost	N	
or CSRFF request (Development Bonus)	1,980,000	2,178,000	Up to ½ project cost	N	
b) Total project funding	3,170,000	3,487,000	<i>This should equal project expenditure as listed on the previous page</i>		

REQUIRED: If the funding approved is less than funding requested for this project, or the project is more expensive than indicated, where would the extra funds be sourced from? Is this funding confirmed? If the project scope would be reduced, which components would be revisited?

If the approved funding is less than the amount requested for this project, or if the project incurs costs higher than anticipated, the school and community will actively seek an additional partner to bridge the funding gap. While the school has set aside limited funds to address minor cost overruns, it would not be sufficient to cover substantial increases. In the event that the available funds are significantly less than required, we would consider phasing the project.

We prefer to complete the project in one stage, but if funding constraints from this grant require us to split it into two stages. The first stage would prioritize the construction of the shade structure, with the ablation block being deferred to a later stage. The split of the cost is approximately \$2,284,600 for stage 1 and \$885,400 for stage 2 (GST excl).

A project budget is included in the supplied Projects Proposal document.

GST

Grant payments are payable to the applicant/grantee only. This may have taxation implications for grantees. If grantees wish specific advice relating to their grant, this can be obtained from the Australian Taxation Office (ATO). Please note depending upon the value of the project and/or grant, the ATO may require an organisation be registered for GST. If the applicant is registered for GST, the grant is grossed up with the GST amount.

PROJECT ASSESSMENT SHEET

This page is for the use of the relevant Local Government Authority to be used for both community and LGA projects. Please **attach copies of council minutes** relevant to the project approval.

Name of Local Government Authority:
Name of Applicant:

Note: The applicant's name cannot be changed once the application is lodged at DLGSC.

Section A

The CSRFF principles have been considered and the following assessment is provided:
(Please include below your assessment of how the applicant has addressed the following criteria)

All applications

	Satisfactory	Unsatisfactory	Not relevant
Project justification	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Planned approach	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Community input	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Management planning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Access and opportunity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Design	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Financial viability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Co-ordination	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Potential to increase Physical activity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sustainability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section B

Priority ranking of no of applications received	of applications received
Is this project consistent with the	<input type="checkbox"/> Local Plan <input type="checkbox"/> Regional Plan
Have all planning and building approvals been given for this project?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If no, what approvals are still outstanding?	

Project Rating (Please tick the most appropriate box to describe the project)

- A Well planned and needed by municipality
- B Well planned and needed by applicant
- C Needed by municipality, more planning required
- D Needed by applicant, more planning required
- E Idea has merit, more planning work needed
- F Not recommended

Please complete the questions attached. This assessment is an important part of the CSRFF process and your answers to these questions assist the committee make their recommendations, even if you are the applicant. Please provide a summary of any attachments in your assessment, rather than referring to attachments or external documents such as Council Minutes.

<p>1. Please confirm your contribution to the project, whether it has been formally approved (including financial year for which it is approved) and any conditions on the funding. If no funding has been provided, why not?</p>
<p>2. A) <i>If a community group application:</i> Do you believe the project is financially viable, including the applicant’s ability to provide upfront contributions, ongoing payments and contributions to an asset replacement fund. Does council commit to underwriting any shortfalls as the ultimate asset owner?</p> <p>B) <i>If a council application:</i> Is Council fully aware of the ongoing cost of operating and maintaining this facility and does your organisation have the capacity to service it into the future? How are the user groups contributing to the ongoing cost of operating the facility?</p>
<p>3. Please provide any additional comments regarding this applications merit against the assessment criteria to support your project rating and ranking.</p>

Signed **Position** **Date**

Applications for CSRFF funding must be submitted to the Department of Local Government, Sport and Cultural Industries by **4pm on 29 September 2023**. Late applications cannot be accepted in any circumstances.

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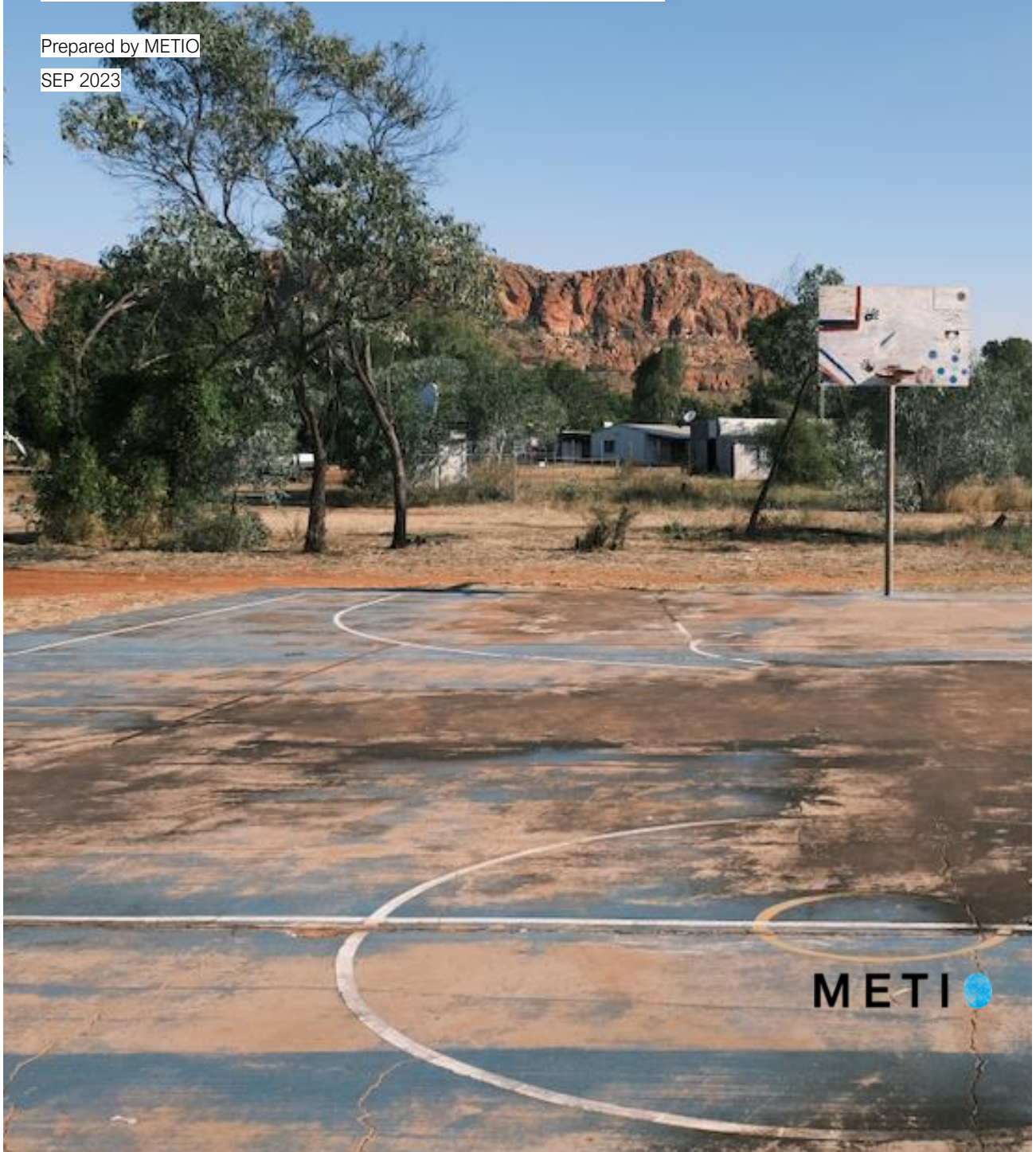
PROJECT PROPOSAL

NYIKINA MANGALA COMMUNITY SCHOOL SPORTS COURT UPGRADE

Jarlmadangah Burru Community

Prepared by METIO

SEP 2023





METIO respectfully acknowledges the traditional owners of the country on which we work and live. We pay our respects to their elders, past and present.

Document version

#	DESCRIPTION	BY	DATE
1	Initial version	HM	20/9/23



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Project Description

The Nyikina Mangala Community School, situated in the Jarlmadangah Burru Community, is seeking to upgrade its existing sports court. This upgrade includes the erection of a metal shade structure over the existing concrete slab to ensure all-weather usability, the addition of an ablutions block, the construction of a small stage for various school and community events, and landscaping enhancements to beautify the surroundings.

Established in 2000, the independent school serves the 40-60 community members, predominantly of Nyikina and Mangala descent, offering education from Kindergarten to Year Ten. The Jarlmadangah Burru Community, a recipient of the Tiddy Town award multiple times, stands as a testament to its pride and resilience. With a growing population and an increasing number of community members returning, there's a pressing need to bolster community infrastructure. This upgrade aims to support this growth, offer better and more social and sports activities, attract more residents, and alleviate urban pressures and associated social issues.

Currently, the shared sports facility between the school and community consists of a worn-out concrete slab with aged basketball hoops and faded lines. It lacks a protective cover against the Kimberley's harsh elements and doesn't offer essential amenities like toilets and showers. Additional to this, currently the community doesn't have any space that can be used for night-time events. The upgraded facility will serve diverse purposes, including:

- School sports programs, including basketball, netball, tennis, and more.
- The school's social and emotional wellbeing initiatives.
- Hosting community meetings, funerals, and other cultural events.
- Facilitating meetings, training sessions, social events, and consultations for visiting service providers.
- Organizing sports carnivals with participation from neighbouring communities and sports holiday programs.
- Hosting music and performing arts events, including night-time events.
- Providing a surface for activities like skating and scootering, as no other suitable surface currently exists in the community.

This initiative is a collaborative effort to enhance both the school and community sports facilities. To promote sustainability and low maintenance costs, the project will incorporate solar panels for energy efficiency and a rainwater collection system. With the backing of numerous stakeholders, this community and school-driven project aims to uplift the quality of life and provide a multifunctional space for all residents. More information about the project can be found in the "Project Proposal" document supplied.

This project has been prepared on a pro bono basis by METIO, a "for purpose" social enterprise focused on supporting disadvantaged communities in building and caring for infrastructure. Please see METIO, capability statement as annexed to the "Project Proposal" document supplied.

This document details the roadmap to build a cover and landscape the surrounding including funding options.



Figure 1- Existing sports court



About Nyikina Mangala Community School

Nyikina Mangala Community School holds a powerful vision - to deliver tailored educational programs that prioritize language, culture, and life skills, empowering the children of to become resilient, well-rounded individuals. The school recognizes the importance of nurturing a deep connection to language and culture while equipping students with necessary life skills. By embodying this vision, Nyikina Mangala Community School strives to provide a supportive and enriching educational environment that empowers its students to become future community leaders.

Situated in Jarlmadangah Burru Community, on Mt Anderson Station in Western Australia's scenic West Kimberley region, the school serves approximately 40-60 individuals, primarily of Nyikina and Mangala descent. Established in July 2000 without government assistance, the school's humble beginnings reflect the community's determination to establish an Aboriginal community school. It gained registration in December 2000 and currently educates students from Kindergarten to Year Ten.

Nyikina Mangala Community School aims to empower the children of Jarlmadangah Burru by providing tailored educational programs that promote strength, health, and reliability. The school creates a supportive learning environment that celebrates achievements and encourages students to reach their full potential. With a focus on Standard Australian English, Nyikina, and Mangala languages, the school fosters cultural understanding while equipping students with essential English, Mathematics, and STEM skills for future success.

As an Independent Community School, Nyikina Mangala Community School plays a crucial role in Jarlmadangah Burru, serving as an educational institution, a source of employment, and a community hub. The school is dedicated to strengthening its relationship with the community, providing ample opportunities for involvement and success. Currently, the school has a teaching principal, one teacher, three staff members, and a groundsman. While the regular student population consists of eight attendees, efforts are underway to engage senior school students who have temporarily disengaged from formal education.

By embracing this project, Nyikina Mangala Community School takes important strides towards expanding and enriching its students' educational journey while fostering their overall well-being and active lifestyle.



Figure 2 - Students of Nyikina Mangala school

Collaborative Partnership with METIO

The school has partnered with METIO to oversee the project development and to serve as the Project Manager. METIO brings a wealth of experience from working in remote locations, having successfully delivered projects of similar scope and complexity.

METIO is a for-purpose social enterprise that delivers construction project development and project management services. With a strong commitment to community development and sustainability, METIO specializes in overseeing and executing diverse projects that contribute to the betterment of communities. Our mission is to facilitate the successful implementation of projects that address the unique needs and aspirations of our clients, fostering positive change and lasting impact.

At METIO, we understand the importance of effective project management and stakeholder engagement. With our expertise and experience, we work closely with clients to define project goals, develop comprehensive strategies, and



ensure efficient project delivery. Our team of dedicated professionals brings together a range of skills and knowledge, enabling us to provide tailored solutions that meet the specific requirements of each project.

With a focus on collaboration and innovation, METIO is committed to delivering projects that align with the values and aspirations of the communities we serve. By employing sustainable practices and considering social, economic, and environmental factors, we strive to create projects that have a positive influence on both the immediate and long-term well-being of the community.

Through our work, METIO aims to make a meaningful difference by empowering communities, fostering economic growth, and promoting social equity. We believe in the transformative power of projects and their ability to create opportunities, enhance infrastructure, and improve the quality of life for individuals and communities.

With a solid track record and a passion for community development, METIO is dedicated to partnering with organizations and stakeholders to bring impactful projects to life. We are driven by our commitment to excellence, sustainability, and community engagement, and we look forward to continuing our work in creating positive change for the betterment of society.

Project location



Figure 3 – Community location



Figure 4 - Project location



School facilities

Nyikina Mangala Community School boasts various facilities to support the educational needs of its students. The main building serves as the central hub of the school, comprising two classrooms, a kitchen, resource rooms, the principal's office, a meeting room, toilets, storage spaces, and a spacious veranda. These well-equipped spaces provide a conducive environment for teaching, learning, and administrative activities.

In addition to the main building, the school features an uncovered kids' playground where students can engage in outdoor play and recreational activities. The playground offers a safe and enjoyable space for children to socialize, exercise, and develop their motor skills.

For sports and physical activities, the school currently has an uncovered basketball court. However, as part of the project, the basketball court will undergo an upgrade, including the installation of a shade/cover and other necessary enhancements to promote all-weather and night-time usability. This improvement will enable students and the community to engage in sports and recreational activities regardless of weather conditions, further promoting physical activity and community engagement.

To accommodate the school staff, there are three staff houses on the premises. These houses provide comfortable living spaces for the dedicated educators and staff members who contribute to the school's vibrant learning community.

Overall, Nyikina Mangala Community School's facilities are in good condition and are designed to create a conducive and inclusive learning environment, fostering the holistic development of students and supporting the school's mission of empowering the children of Jarlmadangah Burru.



Figure 5 - View of the project area



Figure 6 - The existing court in rainy days



Figure 7 - Tennis is one of the activities played in the court

Needs assessment

The need for a dedicated sports facility was jointly recognized by the community and school leadership. To validate this, METIO was tasked with drafting a project proposal, which included a site inspection and discussions with community members and directors.

The absence of a sports facility was seen as a significant gap, affecting both students and the broader community. This project aims to fill this gap by providing a space for sports, recreation, and community events.

A design team was brought in to offer multiple design options, keeping in mind the community's preferences. After community consultations, a design was chosen that best met the community's vision.

The school led the consultation process, with regular meetings involving community directors and school authorities. METIO's site visit added practical insights. The community's feedback on the draft design was actively sought, leading to its official approval in August 2023. Throughout this process, various stakeholders expressed their support for the project.

Project Scope

The project scope encompasses the following key elements:

- **Repair and Resurface:** The existing concrete slab of the sports court will undergo necessary repairs and resurfacing to ensure a safe and suitable playing surface.
- **Shade/Cover Construction:** A durable and weather-resistant shade or cover will be constructed over the existing concrete slab. This will provide protection from harsh weather conditions, enabling all-weather usability and allowing students and community members to engage in sports activities throughout the year.
- **Toilet block:** Construction of a well-equipped support toilet block, complete with shower facilities. This addition will be seamlessly integrated with the court layout, addressing safety concerns and adhering to best practices for gender inclusivity. The toilet block is a vital component to ensure convenience and accessibility for all court users.
- **Landscaping:** The surrounding area of the court will be landscaped to enhance the aesthetics and create a pleasant environment. This may include the addition of green spaces, trees, shrubs, and other landscaping features.
- **Seating and Small Stage Installation:** Comfortable seating arrangements will be installed around the court to provide spectators and participants with a suitable area to observe and support sports events. Additionally, a small stage will be set up for various community gatherings and performances. This can be build out of local stone.
- **Retractable Hoops:** New retractable hoops will be installed, suspended from the cover (?), allowing for easy adjustment of height and providing clearance for other activities.
- **LED Illumination:** Energy-efficient LED lighting will be installed to illuminate the sports court during evening. This will enhance safety, extend usability, and provide a well-lit environment for activities.



- **Rainwater Collection System:** A rainwater collection system will be implemented to collect and store rainwater for gardening purposes. This sustainable approach will contribute to water conservation and support the maintenance of the surrounding landscaping and other community needs.
- **Shade Cloth Installation:** Shade cloth will be added to the existing posts over the kids' playground area. This additional measure will provide shade and protection from direct sunlight, creating a comfortable and safe play environment for children.

Project Objectives

The project objectives are as follows:

- **Promote Physical Activity:** By upgrading the sports court and providing a safe and suitable playing surface, the project aims to encourage physical activity among students and community members. This will contribute to their overall health and well-being and may lead to increased school attendance.
- **All-Weather and Night-Time Usability:** The installation of a shade/cover over the sports court, along with LED lighting, will enable the facility to be used during various weather conditions and extend its usability into evening hours. This will ensure that sports activities and community events can take place regardless of the time of day or weather conditions, further enhancing opportunities for students to engage in extracurricular activities.
- **Enhance Safety and Security:** The repair and resurfacing of the concrete slab, along with the installation of retractable hoops and proper lighting, will enhance safety for users of the sports court. Additionally, the shade cloth over the kids' playground area will provide a safe and shaded space for children to play, contributing to a secure and welcoming school environment that can positively impact student attendance.
- **Strengthen Community Engagement:** The upgraded sports court will serve as a gathering place for community members, fostering social connections and strengthening community engagement. The addition of seating and a small stage will facilitate various community events and performances, further enhancing community interaction and participation. Increased community involvement can also lead to improved relationships with the school and potentially result in higher student attendance.
- **Promote cultural sensitivity and inclusivity:** One of the key objectives of this project is to ensure cultural sensitivity and inclusivity in all aspects. This includes conducting thorough research on the cultural norms, values, and traditions of the target audience to ensure that the project's content and messaging are respectful and appropriate. By incorporating cultural sensitivity, we aim to foster a deeper understanding and appreciation of diverse cultures, promoting inclusivity and avoiding any potential cultural misunderstandings or biases.
- **Expand Recreational Opportunities:** The project aims to broaden recreational opportunities for students and community members by providing a versatile and modern sports facility. This will encourage participation in a wide range of sports and physical activities, promoting a healthy and active lifestyle. Increased access to recreational opportunities can positively impact students' enthusiasm for attending school and engaging in extracurricular activities.
- **Climate Resilience:** One of the key objectives of this project is to enhance climate resilience in the cyclone-prone area, considering the potential risks of flooding and other climate-related challenges. By incorporating climate resilience strategies and measures into the project design and development, we aim to ensure the long-term sustainability and adaptability of the proposed infrastructure.
- **Job Opportunities:** The project will generate casual work opportunities in areas such as labor, art projects, gardening, and more. Additionally, to benefit a wider audience, we aim to collaborate with regional CDP program facilitators to create job opportunities for its members.

Stakeholders

The project stakeholders for the Nyikina Mangala Community School sports court upgrade are:

- **Project owner:** The Nyikina Mangala Community School and the Jarlmadangah Burru Community are the project owners, however the school is formally responsible for the project. They will benefit from the improved sports court facility and increased opportunities for physical activity, community engagement, and student attendance.
- **Project Development and Project Management:** METIO is responsible for the project's development and management. METIO will oversee the entire process, from initial planning to project completion, ensuring that the objectives are met and stakeholders' needs are addressed.
- **Donors:** The project requires funding from various potential donors. These might include the Association of Independent Schools of Western Australia (AISWA), Lottery West, the Department of Local Government, Sport and Cultural Industries and NIAA. Their financial contributions will play a crucial role in the successful implementation of the project. The school will identify further partnerships and donors for the project.



- **Consultants:** The project will engagement external consultants, including an architect and landscaping architect whom will be identified to design the upgraded sports court. Engineers Without Borders Australia will identify a probono engineering firm to provide expertise to ensure the structural integrity and functionality of the facility.
- **Building Approvals:** The Shire of Derby–West Kimberley will be responsible for granting the necessary building approvals and permits for the project. Their involvement ensures compliance with local regulations and standards.

Project Deliverables

The deliverables for this project include:

- Repaired and resurfaced existing concrete slab of the sports court.
- Built shade/cover structure over the sports court.
- Construction of a well-equipped support toilet block, complete with shower facilities, including accessible and gender neutral spaces.
- Landscaped surroundings of the court to enhance aesthetics and functionality.
- Installed seating and a small stage for community events and gatherings.
- Installed new retractable hoops suspended on the cover for flexible usage.
- Installed LED illumination for all-weather and night-time usability.
- Installed a rainwater collection system for gardening purposes.
- Added shade cloth to existing posts over the kids' playground area.

These deliverables encompass the key elements necessary to transform the existing sports court into a versatile, safe, and engaging space that promotes physical activity, community involvement, and student attendance.

Concept design

The architectural design for the facility has been crafted by Troppo Architects from their Perth office. They have collaborated closely with the school and METIO to ensure the design is fit for purpose and addresses the specific needs of the project.



Figure 8 - Concept design



Preliminary Budget Overview

The following outlines the anticipated project expenditure and the proposed funding distribution/request. The school has initiated discussions with various donors and is currently exploring multiple avenues for project funding.

While the school's preference is to execute the project in a single stage, there is flexibility to divide the project into two stages for funding considerations. These two stages would comprise the construction of the shade structure first, followed by the toilet block on a later stage.

Expenditure	Stage 1	Stage 2	Total
Sports Court Shelter	\$ 2,264,600.00		\$ 2,264,600.00
Toilets block		\$ 865,400.00	\$ 865,400.00
Donation and in kind contributions	\$ 7,500.00	\$ 7,500.00	\$ 15,000.00
Volunteer labour (CDC Program)	\$ 12,500.00	\$ 12,500.00	\$ 25,000.00
Total expenditure	\$ 2,284,600.00	\$ 885,400.00	\$ 3,170,000.00

Funding	Stage 1	Stage 2	Total
CSRFF	\$ 1,164,600.00	\$ 815,400.00	\$ 1,980,000.00
Applicants cash	\$ 50,000.00	\$ 50,000.00	\$ 100,000.00
Donation and in kind contributions	\$ 7,500.00	\$ 7,500.00	\$ 15,000.00
Volunteer labour (CDC Program)	\$ 12,500.00	\$ 12,500.00	\$ 25,000.00
Other State Government funding	\$ 525,000.00		\$ 525,000.00
Federal Government funding	\$ 525,000.00		\$ 525,000.00
Total funding (Excluding GST)	\$ 2,284,600.00	\$ 885,400.00	\$ 3,170,000.00

Project Constraints

- Limited Project Funding:** One of the primary constraints is the insufficient funds available to the project owner, Nyikina Mangala Community School and the Jarlmadangah Burru Community. As a result, they will need to seek donors to secure the necessary finances. However, it is important to note that donors often do not fund projects entirely, necessitating the identification and coordination of multiple donors to cover the project costs. Additionally, the project can be split into stages to facilitate funding attainment.
- Diverse Donor Funding Timelines:** Donors typically have different funding timelines and processes, which can present a challenge in coordinating the project's financial aspects. Managing and aligning these timelines to ensure a continuous flow of funds may require careful planning, communication, and coordination with each donor.
- Remote Community Location:** The project's remote location poses challenges due to factors such as limited accessibility, long travel distances, and a scarcity of local resources. These factors can increase construction costs, logistics complexities, and project delivery timelines. Overcoming these challenges will require effective logistical planning and resource management.
- Seasonal Constraints:** The project may face constraints associated with the region's seasonal variations, particularly during the rainy season and hot season. Inclement weather conditions and extreme temperatures can affect construction activities, site access, and worker productivity. Mitigation strategies, such as scheduling construction activities during more favorable weather periods and implementing appropriate safety measures, will be necessary.
- Regulatory and Approval Requirements:** Compliance with regulatory frameworks, obtaining necessary building permits, and meeting approval requirements from relevant authorities can introduce constraints to the project. Delays or challenges in obtaining approvals can impact the project schedule and add additional administrative burdens. Close collaboration with the Shire of Derby-West Kimberley and adherence to local regulations will be crucial.
- Community Engagement and Consultation:** Ensuring meaningful community engagement and consultation throughout the project can be a challenge. It requires effective communication, cultural sensitivity, and



involvement of community members in decision-making processes. The project team must invest time and effort in building trust, fostering participation, and addressing community concerns to achieve project success.

- Limited Local Workforce and Skills:** The availability of skilled labor and local workforce can be limited in remote areas. This constraint may necessitate sourcing labor from outside the community, resulting in increased costs due to travel, accommodation, and associated logistics. Strategies such as training and capacity building programs can help address this constraint over the long term. The school can engage with regional CDP program provider to identify a suitable workforce.

Project timeline

Stage	Date
Project development	Jun - Aug 2023
Funding	Aug 2023 - July 2024
Documentation	Aug 2024
Tendering	End of 2024
Construction	Mar to Nov 2025

Project Risks

- Insufficient Funding:** The main risk associated with the project is the lack of necessary funding. If adequate funding cannot be secured, it may jeopardize the project's feasibility and progress. This includes the risk of securing only partial funding from donors, which may result in insufficient resources to complete the project as planned.
- Delays in Funding:** Due to the involvement of multiple donors with different funding timelines, there is a risk of delays in receiving funds. Delays in funding disbursements can impact the project's cash flow, hindering the timely completion of activities and causing potential disruptions to the project schedule.
- Cost Escalation:** There is a risk of price increases in construction materials, labor, and other project-related expenses. Factors such as inflation, supply chain disruptions, or unforeseen market conditions can contribute to cost escalation. Failure to manage and mitigate cost increases may strain the project budget and require adjustments to the scope or timeline.
- Material Availability:** Remote project locations may present challenges in accessing construction materials. Limited availability of certain materials in the local area may necessitate sourcing them from distant suppliers, leading to increased costs and potential delays. Close monitoring of material availability and proactive procurement strategies will be crucial to mitigate this risk.
- Trades and Labor Availability:** In remote areas, there may be a limited pool of skilled tradespeople and laborers available for the project. This can pose a risk to timely project execution, as finding and mobilizing the required workforce may be challenging. Engaging with reliable contractors and establishing contingency plans for labor shortages will be important mitigating measures.
- Remote Project Challenges:** Undertaking a project in a remote community presents unique challenges, including limited infrastructure, logistical complexities, and reduced access to services and resources. Remote projects may require additional time and resources for travel, accommodation, and transportation, impacting project efficiency and costs.
- Community Engagement and Cultural Sensitivity:** Effective community engagement and ensuring cultural sensitivity are crucial for project success. Failure to engage the community adequately or address cultural considerations can lead to community resistance, project delays, or disputes. Active involvement, open communication, and regular consultations with community stakeholders are essential to mitigate this risk.
- Adverse Weather Conditions:** The project may be susceptible to adverse weather conditions, including heavy rainfall, extreme heat, or cyclones, depending on the project's location. Such weather events can disrupt construction activities, cause delays, and impact worker safety. Developing contingency plans, implementing safety protocols, and closely monitoring weather forecasts will help mitigate weather-related risks.

By identifying these risks, the project team can develop proactive risk management strategies and contingency plans to address potential challenges. Regular monitoring, effective communication, and a proactive approach to risk mitigation will be key to minimizing the impact of these risks on the project's success.



Project resources

- **Financial Resources:** Securing adequate financial resources is crucial for the successful completion of the project. METIO will actively seek funding from various donors, including potential contributions from AISWA, Lotterywest, and the Department of Local Government, Sports, and Cultural Industries. Additionally, the project owner, Nyikina Mangala Community School, and the Jarlmadangah Burru Community will allocate minimal funds to support the project.
- **Human Resources:** The project will require a dedicated team to oversee its development and management. METIO, as the project development and management entity, will provide project management professionals who will lead and coordinate all project activities. The team will collaborate closely with the project owner, stakeholders, and consultants to ensure effective project delivery.
- **Consultants and Expertise:** The project will engage the services of an architect to design the sports court upgrade and a team of engineers provided by Engineers Without Borders Australia to offer their expertise in structural and civil engineering. Additionally, a building certifier consultant will be included in the team to ensure compliance with building regulations, codes, and standards. The collaborative efforts of these consultants will contribute to the successful implementation of the project, meeting all regulatory requirements and ensuring the highest standards of construction and design.
- **Community Engagement:** The active involvement and engagement of the Nyikina Mangala Community School, the Jarlmadangah Burru Community, and other relevant stakeholders are essential resources for the project's success. The project team will collaborate closely with the community, seeking their input, feedback, and participation throughout the project's lifecycle. This collaborative approach will ensure that the project aligns with the needs and aspirations of the local community.
- **Physical Resources:** The project will require construction materials, equipment, and tools to complete the upgrade of the sports court. These resources include concrete, building materials, shade cloth, seating, lighting fixtures, rainwater collection systems, and landscaping materials. The project team will identify a builder, through a tendering process, that can procure these resources from reliable suppliers, considering factors such as quality, availability, and cost-effectiveness.
- **Permits and Approvals:** Obtaining necessary permits and approvals from relevant authorities is critical to the project's compliance with regulatory requirements. The project team will work closely with the Shire of Derby–West Kimberley to secure the required building approvals, permits, and any other necessary documentation for the smooth execution of the project.

By effectively managing and allocating these resources, METIO aims to ensure the successful execution of the Nyikina Mangala Community School sports court upgrade. Regular monitoring and evaluation of resource utilization will be conducted to maintain project progress and address any potential resource constraints or bottlenecks.

Project Approval

The successful implementation of the project requires obtaining necessary approvals from relevant authorities. The key approvals needed for this project include:

- **Community Board Approval:** The project will seek approval from the community board, represented by the Nyikina Mangala Community School and the Jarlmadangah Burru Community. This approval ensures that the project aligns with the community's vision and goals, and that it receives their support and endorsement.
- **Building Approvals:** The project will also require building approvals from the appropriate authorities. This involves obtaining permits and clearances to ensure compliance with local building codes, regulations, and standards. Building approvals confirm that the project design and construction meet safety, structural, and environmental requirements.

The project team, led by Metio, will work closely with the community CEO, School principal and board to gain their approval and ensure that the project aligns with their needs and aspirations. Additionally, the team will liaise with the relevant building authorities to obtain the necessary building approvals. Clear communication, collaboration, and adherence to guidelines will be prioritized to facilitate a smooth and efficient approval process, enabling the project to move forward successfully.

Project Team

- Project Owner: Nyikina Mangala Community School and Jarlmadangah Burru Community
 - Community CEO - Chloe
 - School Principal - Wiki Bacon
- Project Development and Project Management: METIO



- Director - Humberto Marum
- Architects: Troppo Architects
 - Leading Architect: Dillon Gorton
- Engineers: To be identified.
- Landscape Architects: To be identified
- Topographic surveyor: To be identified
- Geotechnical survey: To be identified
- Cost estimator: To be identified
- Building Certifier: To be identified.
- Builder: To be identified (through tender process).

Next steps

- **Review and Seek Community Endorsement:** The project document will be reviewed by all stakeholders, including the Nyikina Mangala Community School and Jarlmadangah Burru Community, to ensure alignment with their vision and goals. Community endorsement will be sought to proceed with the project.
Done
- **Engage METIO for Project Development:** METIO will be engaged to develop the project, including setting and coordinating the design team, obtaining necessary building approvals, apply for funding and managing the project until projects is funded. METIO will work closely with the project owner and other stakeholders to ensure the project is success funded. This stage of the project will be done by METIO on a Pro-Bono bases.
Done
- **Seek Consultants:** Identify and engage suitable consultants, including architects, landscape architects, cost estimator and a building certifier. Their expertise will be crucial in designing and certifying the project according to the required standards.
In progress
- **Seek Donors and Write Grant Applications:** METIO will actively seek donors and funding opportunities to support the project. Grant applications will be prepared and submitted to relevant funding bodies to secure the necessary financial resources for the project.
In progress
- **Develop Project Plan and Budget:** METIO, in collaboration with the project team, will develop a detailed project plan, design and budget. This will include defining project milestones, timelines, and resource requirements to ensure efficient project implementation.
Done

Contact Information

- **Nyikina Mangala Community School** - Principal - Wikitoria Bacon - principal@nmcs.wa.edu.au - 0459207287
- **METIO** - Director - Humberto Marum - marum@metio.com.au – 0476671915

PROJECT ASSESSMENT SHEET

This page is for the use of the relevant Local Government Authority to be used for both community and LGA projects. Please **attach copies of council minutes** relevant to the project approval.

Name of Local Government Authority: Shire of Derby / West Kimberley
Name of Applicant: Niykina Mangala Community School

Note: The applicant's name cannot be changed once the application is lodged at DLGSC.

Section A

The CSRFF principles have been considered and the following assessment is provided:
(Please include below your assessment of how the applicant has addressed the following criteria)

All applications

	Satisfactory	Unsatisfactory	Not relevant
Project justification	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Planned approach	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Community input	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Management planning	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Access and opportunity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Design	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Financial viability	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Co-ordination	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Potential to increase Physical activity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sustainability	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section B

Priority ranking of no of applications received	1 of 1 applications received
Is this project consistent with the	<input type="checkbox"/> Local Plan <input type="checkbox"/> Regional Plan NA
Have all planning and building approvals been given for this project?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If no, what approvals are still outstanding?	To date no applications have been received. The applicant has had an initial discussion with the Shire and has been advised that Building Application will be required. This advice was provided in writing after the application, which noted advice was pending, was initially submitted.

Project Rating (Please tick the most appropriate box to describe the project)

- A Well planned and needed by municipality
- B Well planned and needed by applicant
- C Needed by municipality, more planning required
- D Needed by applicant, more planning required
- E Idea has merit, more planning work needed
- F Not recommended

Please complete the questions attached. This assessment is an important part of the CSRFF process and your answers to these questions assist the committee make their recommendations, even if you are the applicant. Please provide a summary of any attachments in your assessment, rather than referring to attachments or external documents such as Council Minutes.

1. Please confirm your contribution to the project, whether it has been formally approved (including financial year for which it is approved) and any conditions on the funding. If no funding has been provided, why not?

To date the applicant has not requested any financial contribution from the Shire. The facility subject to this application is located within the Jarlmadangah Burru Community and is owned by the Community. Beyond relevant planning / building / health approvals no involvement by the Shire is required.

2. A) If a community group application: Do you believe the project is financially viable, including the applicant's ability to provide upfront contributions, ongoing payments and contributions to an asset replacement fund. Does council commit to underwriting any shortfalls as the ultimate asset owner?

B) If a council application: Is Council fully aware of the ongoing cost of operating and maintaining this facility and does your organisation have the capacity to service it into the future? How are the user groups contributing to the ongoing cost of operating the facility?

If the applicant is able to source the additional funding required to undertake the project then it is expected that the project would be financially viable. Ongoing operating costs are already built into the school's annual budget. Design elements within the project, such as reticulation requirements, have been included with a view to environmental sustainability.

Should sufficient funding not be sourced it would be expected a scaled down version of the project could be undertaken as the project consists on a number of individual components. Removal of some of these components until additional funding can be sourced is unlikely to prohibit the project from happening in some form.

The Shire is not the owner of this asset and is not in a position to take ownership of it in the future. The Shire is not in a position to underwrite any shortfalls in this project, either for its construction or its ongoing asset management.

3. Please provide any additional comments regarding this applications merit against the assessment criteria to support your project rating and ranking.

This project would provide a number of wellbeing benefits for the community and would provide a great resource for the community. Whilst the Shire has not worked with METIO previously the engagement of experienced project managers will strengthen the delivery of a project that meets community needs.

Signed **Position** **Date**

17 MATTERS FOR WHICH THE MEETING MAY BE CLOSED (CONFIDENTIAL MATTERS)

- Nil

18 CLOSURE

18.1 Date of Next Meeting


The next ordinary meeting of Council will be held Thursday, 26 October 2023 in the Council Chambers, Clarendon Street, Derby.

18.2 Closure of Meeting

The Presiding Member closed the meeting at 6:12pm.

These minutes were confirmed at a meeting on

26 October 2023
.....

Signed: 

Presiding Person at the meeting at which these minutes were confirmed.

Date: 26 October 2023