



**Shire of Derby /
West Kimberley**

AGENDA

Ordinary Council Meeting Thursday, 24 November 2022

I hereby give notice that an Ordinary Meeting of Council will be held on:

Date: Thursday, 24 November 2022

Time: 5:30pm

Location: Fitzroy Crossing

Amanda Dexter

Chief Executive Officer



Our Guiding Values

We are **PROUD** of who we are and where we live.

We will create a **POSITIVE LEGACY** for our children and children's children.

We will go about our business with **INTEGRITY, TRANSPARENCY and AUTHENTICITY**.

We value and **RESPECT** what our community has to say and will strive to make things happen.

We are **PROUD** of and value the **KNOWLEDGE** of our diverse and strong people and cultures.

We value our **RELATIONSHIPS** and will work with others to achieve common goals and gain maximum impact.

We are **PROUD** of and **COMMITTED** to the responsible preservation of our unique natural environment and making sure our built environment reflects our current and future needs.

We are open for and encourage business, industry and all aspects of **COMMUNITY DEVELOPMENT**, particularly our thriving arts and cultural scene.

Disclaimer

No responsibility whatsoever is implied or accepted by the Shire of Derby/West Kimberley (Shire) for any act, omission or statement or intimation occurring during Council or Committee meetings.

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

In particular and without derogating in any way from the broad disclaimer above, in any discussion regarding any planning application or application for a licence, any statement or intimation of approval made by any Elected Member or officer of the Shire during the course of any meeting is not intended to be and is not taken as notice of approval from the Shire.

The Shire warns that anyone who has any application lodged with the Shire must obtain and should only rely on written confirmation of the outcome of the application and any conditions attaching to the decision made by the Shire in respect of the application.

Notes for Members of the Public

PUBLIC QUESTION TIME

The Shire of Derby/West Kimberley extends a warm welcome to you in attending any Shire meeting. The Shire is committed to involving the public in its decision making processes whenever possible. The ability to ask questions during 'Public Question Time' is of critical importance in pursuing this public participation objective. The Shire sets aside a period of 'Public Question Time' to enable a member of the public to put questions. Questions should only relate to the business of the Shire and should not be a statement or personal opinion. Upon receipt of a question from a member of the public, the Presiding Member may either answer the question or direct it to an officer to answer, or it will be taken on notice.

Any comments made by a member of the public become a matter of public record as they are minuted by Council. Members of the public are advised that they are deemed to be held personally responsible and legally liable for any comments made by them that might be construed as defamatory or otherwise considered offensive by any other party.

MEETING FORMALITIES

Local government Council meetings are governed by legislation and regulations. During the meeting, no member of the public may interrupt the meetings proceedings or enter into conversation. Members of the public shall ensure that their mobile telephone or audible pager is not switched on or used during any Shire meeting.

Members of the public are hereby advised that the use of any electronic, visual or audio recording device or instrument to record proceedings of the meeting is not permitted without the permission of the Presiding Member.

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Notes for Elected Members

NATURE OF COUNCIL'S ROLE IN DECISION MAKING

Advocacy:	When Council advocates on its own behalf or on behalf of its community to another level of government/body/agency.
Executive/Strategic:	The substantial direction setting and oversight role of the Council such as adopting plans and reports, accepting tenders, directing operations, grants, and setting and amending budgets.
Legislative:	Includes adopting local laws, town planning schemes and policies.
Administrative:	When Council administers legislation and applies the legislative regime to factual situations and circumstances that affect the rights of people. Examples include town planning applications, building licences and other decisions that may be appealable to the State Administrative Tribunal.
Review:	When Council reviews a decision made by Officers.
Information:	Includes items provided to Council for information purposed only that do not require a decision of Council (that is for 'noting').

ALTERNATIVE MOTIONS

Councillors wishing to make alternative motions to officer recommendations are requested to provide notice of such motions in written form to the Chief Executive Officer prior to the Council meeting.

DECLARATIONS OF INTERESTS

Elected Members should fill in Disclosure of Interest forms for items in which they have a financial, proximity or impartiality interest and forward these to the Presiding Member before the meeting commences. Section 5.60A of the *Local Government Act 1995* states;

"a person has a financial interest in a matter if it is reasonable to expect that the matter will, if dealt with by the local government, or an employee or committee of the local government or member of the council of the local government, in a particular way, result in a financial gain, loss, benefit or detriment for the person."

Section 5.60B states;

"a person has a proximity interest in a matter if the matter concerns –

*(a) a proposed change to a planning scheme affecting land that adjoins the person's land;
or*

(b) a proposed change to the zoning or use of land that adjoins the person's land; or

(c) a proposed development (as defined in section 5.63(5)) of land that adjoins the person's land."

Regulation 34C (Impartiality) states;

"interest means an interest that could, or could reasonably be perceived to, adversely affect the impartiality of the person having the interest and includes an interest arising from kinship, friendship or membership of an association."

MEETING DATES

At its Ordinary Meeting of Council on 28 October 2021, Council adopted the following meeting dates for 2022;

Thursday	9 December 2021	5.30 pm	Council Chambers, Derby
January			Council in Recess
Thursday	24 February 2022	5.30 pm	Council Chambers, Derby
Thursday	31 March 2022	5.30 pm	Fitzroy Crossing
Thursday	28 April 2022	5.30 pm	Council Chambers, Derby
Thursday	26 May 2022	5.30 pm	Council Chambers, Derby
Thursday	30 June 2022	1:00pm	Remote Aboriginal Community (Location to be advised)
Thursday	28 July 2022	5.30 pm	Council Chambers, Derby
Thursday	25 August 2022	5.30 pm	Fitzroy Crossing
Thursday	29 September 2022	5.30 pm	Council Chambers, Derby
Thursday	27 October 2022	5.30 pm	Council Chambers, Derby
Thursday	24 November 2022	5.30 pm	Fitzroy Crossing
Thursday	8 December 2022	5.30 pm	Council Chambers, Derby

Council's Compliance and Strategic Review Committee and the Commercial Committee meet when required. Details of these meetings are advised as appropriate.

APPLICATION FOR LEAVE OF ABSENCE

In accordance with Section 2.25 of the *Local Government Act 1995*, an application for leave requires a Council resolution granting leave requested. Council may grant approval for Leave of Absence for an Elected Member for ordinary Council meetings for up to but not more than six consecutive meetings. The approval of the Minister is required for leave of absence greater than six ordinary Council meetings.

This approval must be by Council resolution and differs from the situation where an Elected Member records their apologies for the meeting. A failure to observe the requirements of the Act that relates to absence from meetings can lead to an Elected Member being disqualified should they be absent without leave for three consecutive meetings.

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1 DECLARATION OF OPENING, ANNOUNCEMENT OF VISITORS**2 ATTENDANCE VIA TELEPHONE/INSTANTANEOUS COMMUNICATIONS**

In accordance with regulation 14A of the Local Government (Administration) Regulations 1996 Council must approve (by Absolute Majority) the attendance of a person, not physically present at a meeting of Council, by audio contact. The person must be in a 'suitable place' as approved (by absolute majority) by Council. A 'suitable place' means a place that is located in a townsite or other residential area and 150km or further from the place at which the meeting is to be held.

3 DISCLOSURE OF INTERESTS

Section 5.65 and 5.70 of the *Local Government Act 1995* requires an Elected Member or officer who has an interest in any matter to be discussed at a Committee/Council Meeting that will be attended by the Elected Member or officer must disclose the nature of the interest in a written notice given to the Chief Executive Officer before the meeting; or at the meeting before the matter is discussed.

An Elected Member who makes a disclosure under section 5.65 or 5.70 must not preside at the part of the meeting relating to the matter; or participate in; or be present during, any discussion or decision making procedure relating to the matter, unless allowed by the Committee/Council. If Committee/Council allow an Elected Member to speak, the extent of the interest must also be stated.

3.1 Declaration of Financial Interests**3.2 Declaration of Proximity Interests****3.3 Declaration of Impartiality Interests****4 APPLICATIONS FOR LEAVE OF ABSENCE****LEAVE OF ABSENCE****RECOMMENDATION**

That the Leave of Absence received from Cr Rowena Mouda for the Ordinary Council Meeting on 24 November 2022 be accepted and leave of absence granted.

5 RESPONSES TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE**6 PUBLIC TIME****6.1 Public Question Time****6.2 Public Statements**

- 7 PETITIONS, DEPUTATIONS, PRESENTATIONS AND SUBMISSIONS**
- 8 ANNOUNCEMENTS BY PRESIDING PERSON WITHOUT DISCUSSION**

9 CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS

RECOMMENDATION

That the Minutes of the Ordinary Meeting of the Shire of Derby/West Kimberley held at the Council Chambers, Clarendon Street, Derby, on 27 October 2022 and the Special Meeting of the Shire of Derby/West Kimberley held at the Council Chambers, Clarendon Street, Derby, on 10 November 2022 be CONFIRMED.

10 RECOMMENDATIONS AND REPORTS OF COMMITTEES

10.1 MINUTES OF THE AUDIT COMMITTEE MEETING HELD ON 17 NOVEMBER 2022

File Number: 4110

Author: Sarah Smith, Executive Services Coordinator

Responsible Officer: Amanda Dexter, Chief Executive Officer

Authority/Discretion: Executive

SUMMARY

For Council to receive the minutes of the Audit Committee Meeting held on 17 November 2022.

ATTACHMENTS

1. Minutes of the Audit Committee Meeting held on 17 November 2022

RECOMMENDATION

THAT COUNCIL:

1. Receive the Minutes of the Audit Committee Meeting held on 17 November 2022 and the recommendations therein be adopted:

COMMITTEE RESOLUTION AC110/22

Moved: Cr Geoff Haerewa

Seconded: Cr Peter McCumstie

That the Audit Committee recommends that Council notes the List of Accounts for October 2022 paid under Delegated Authority in accordance with regulation 13(1) of the Local Government (Financial Management) Regulations 1996 attached to this report, totalling \$3,089,736.94.

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

Against: Nil

CARRIED 3/0

COMMITTEE RESOLUTION AC111/22

Moved: Cr Peter McCumstie

Seconded: Cr Geoff Haerewa

That the Audit Committee recommends that Council:

1. RECEIVES the Monthly Financial Management Report incorporating the Statement of Financial Activity for the period ending 31st October 2022.

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

Against: Nil

CARRIED 3/0

COMMITTEE RESOLUTION AC112/22**Moved: Cr Peter McCumstie****Seconded: Cr Geoff Haerewa****That the Audit Committee recommends that Council:**

- 1. RECEIVES the information contained in these reports detailing 2020-2021 Audit Findings.**

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

Against: Nil

CARRIED 3/0**COMMITTEE RESOLUTION AC116/22****Moved: Cr Geoff Haerewa****Seconded: Cr Peter McCumstie****That the Audit Committee Recommends to Council:**

- 1. Writes off the waste, ESL, legal and interest charges on each assessment totalling \$68,597.76.**

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

Against: Nil

CARRIED 3/0 BY ABSOLUTE MAJORITY**COMMITTEE RESOLUTION AC117/22****Moved: Cr Geoff Haerewa****Seconded: Cr Peter McCumstie****That the Audit Committee recommends that Council:**

- 1. RECEIVES the report on outstanding rates and service charge debts by financial year to the end of October 2022.**

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

Against: Nil

CARRIED 3/0

COMMITTEE RESOLUTION AC01/22

Moved: Cr Geoff Haerewa

Seconded: Cr Peter McCumstie

That the Audit Committee recommends that Council:

- 1. RECEIVES the information contained in the report detailing Sundry Debtors as at 31st October 2022.**

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

Against: Nil

CARRIED 3/0 BY ABSOLUTE MAJORITY



**Shire of Derby /
West Kimberley**

UNCONFIRMED MINUTES

Audit Committee Meeting Thursday, 17 November 2022

Date: Thursday, 17 November 2022

Time: 4:00pm

**Location: Council Chambers
Clarendon Street
Derby**



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**MINUTES OF SHIRE OF DERBY / WEST KIMBERLEY
AUDIT COMMITTEE MEETING
HELD AT THE COUNCIL CHAMBERS, CLARENDON STREET, DERBY
ON THURSDAY, 17 NOVEMBER 2022 AT 4:00PM**

PRESENT: Cr Andrew Twaddle (Chair), Cr Geoff Haerewa (Shire President) and Cr Peter McCumstie (Deputy Shire President).

IN ATTENDANCE: Amanda Dexter (Chief Executive Officer), Wayne Neate (Director Technical and Development Services), Neil Hartley (Director of Strategic Business)(arrived at 4:24pm via MS Teams), Alan Thornton (Acting Director of Corporate Services) (via Teams), Sarah Smith (Executive Services Coordinator), Susan Krouzecky (Accountant) and Aaron Gloor (Rates Officer).

VISITORS: Cr Paul White and Cr Geoff Davis.

GALLERY: Nil

APOLOGIES: Cr Pat Riley.

APPROVED LEAVE OF ABSENCE: Cr Keith Bedford.

ABSENT: Nil

1 DECLARATION OF OPENING, ANNOUNCEMENT OF VISITORS

The meeting was opened at 4:01pm by Cr Andrew Twaddle.

2 ATTENDANCE VIA TELEPHONE/INSTANTANEOUS COMMUNICATIONS

In accordance with regulation 14A of the Local Government (Administration) Regulations 1996 Council must approve (by Absolute Majority) the attendance of a person, not physically present at a meeting of Council, by audio contact. The person must be in a 'suitable place' as approved (by absolute majority) by Council. A 'suitable place' means a place that is located in a townsite or other residential area and 150km or further from the place at which the meeting is to be held.

- Nil.

3 ANNOUNCEMENTS BY PRESIDING PERSON WITHOUT DISCUSSION

- Nil.

4 DISCLOSURE OF INTERESTS

Section 5.65 and 5.70 of the *Local Government Act 1995* requires an Elected Member or officer who has an interest in any matter to be discussed at a Committee/Council Meeting that will be attended by the Elected Member or officer must disclose the nature of the interest in a written notice given to the Chief Executive Officer before the meeting; or at the meeting before the matter is discussed.

An Elected Member who makes a disclosure under section 5.65 or 5.70 must not preside at the part of the meeting relating to the matter; or participate in; or be present during, any discussion

or decision making procedure relating to the matter, unless allowed by the Committee/Council. If Committee/Council allow an Elected Member to speak, the extent of the interest must also be stated.

4.1 Declaration of Financial Interests

- Nil.

4.2 Declaration of Proximity Interests

- Nil.

4.3 Declaration of Impartiality Interests

- Cr Peter McCumstie – Item 10.2 – Rates Outstanding October 2022
Nature: Family member involved.

5 PETITIONS, DEPUTATIONS, PRESENTATIONS AND SUBMISSIONS

- Nil.

6 CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS

COMMITTEE RESOLUTION AC109/22

Moved: Cr Geoff Haerewa

Seconded: Cr Peter McCumstie

That the Minutes of the Audit Committee Meeting held at the Council Chambers, Clarendon Street, Derby, on 20 October 2022 be CONFIRMED.

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

Against: Nil

CARRIED 3/0

7 REPORTS

7.1 ACCOUNTS FOR PAYMENT - OCTOBER 2022

File Number: 5110 - Accounts Payable

Author: Somya Chaudhary, Finance Officer

Responsible Officer: Alan Thornton, Acting Director of Corporate Services

Authority/Discretion: Information

SUMMARY

For the Audit Committee to note the list of accounts paid under delegated authority during the month of October 2022.

DISCLOSURE OF ANY INTEREST

Nil.

BACKGROUND

Council has delegated to the Chief Executive Officer the exercise of its power to make payments from the Shire's municipal and trust funds. In accordance with regulation 13 of the *Local Government (Financial Management) Regulations 1996*, a list of accounts paid by the Chief Executive Office is to be provided to Council.

STATUTORY ENVIRONMENT

Local Government (Financial Management) Regulations 1996

12. Payments from municipal fund or trust fund, restrictions on making

12(1) A payment may only be made from the municipal fund or a trust fund –

- (a) if the local government has delegated to the Chief Executive Officer the exercise of its power to make payments from those funds – by the CEO: or
- (b) otherwise, if the payment is authorised in advance by a resolution of the Council.

The Chief Executive Officer has delegated authority to make payments from the municipal and trust funds.

13. Payments from municipal fund or trust fund by CEO, CEO's duties as to etc.

(1) If the local government has delegated to the CEO the exercise of its power to make payments from the municipal fund or the trust fund, a list of accounts paid by the CEO is to be prepared each month showing for each account paid since the last such list was prepared –

- (a) the payee's name; and
- (b) the amount of the payment; and

- (c) the date of the payment; and
 - (d) sufficient information to identify the transaction.
- (2) A list of accounts for approval to be paid is to be prepared each month showing —
- (a) for each account which requires Council authorisation in that month —
 - (i) the payee's name; and
 - (ii) the amount of the payment; and
 - (iii) sufficient information to identify the transaction; and
 - (b) the date of the meeting of the council to which the list is to be presented.
- (3) A list prepared under sub regulation (1) or (2) is to be —
- (a) presented to the council at the next ordinary meeting of the Council after the list is prepared; and
 - (b) recorded in the minutes of that meeting.

POLICY IMPLICATIONS

Nil.

FINANCIAL IMPLICATIONS

All expenditure from the municipal fund was included in the annual budget as adopted or revised by Council.

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
Legal & Compliance: In accordance with section 6.8 of <i>the Local Government Act 1995</i> , a local government is not to incur expenditure from its municipal fund for an additional purpose	Rare	Minor	Low	Expenditure to only be incurred in accordance with budget parameters, which have been structured on financial viability and sustainability principles.

except where the expenditure is authorised in advance by an absolute majority of Council.				
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CONSULTATION

Internal consultation within the Corporate Services Department.

COMMENT

All municipal fund expenditure included in the list of payments is incurred in accordance with the 2022-23 Annual Budget as adopted by Council at its meeting held 28 July 2022 (Resolution 94/22) and subsequently revised or has been authorised in advance by the President or by resolution of Council as applicable.

The table below summarises the payments drawn on the funds during the month. Lists detailing the payments made are appended as an attachment.

**REPORT TO COUNCIL
OCTOBER 2022**

FUND	DETAILS	AMOUNT
MUNICIPAL ACCOUNT		
EFT Payments	EFT 54455 - 54683	\$1,919,116.91
Municipal Cheques	CHQ	Nil
Direct Debits	Fees & Charges, Credit Card Payments, Payroll, Payroll Liabilities	\$1,170,620.03
Manual Cheques		Nil
TRUST ACCOUNT		
EFT Payments		Nil
Trust Cheques		Nil
TOTAL		\$3,089,736.94

Creditors Outstanding as at 31/10/2022

\$1,308,384.80

VOTING REQUIREMENT

Simple majority

ATTACHMENTS

1. **October 2022 - List of Accounts**
2. **October 2022 - Credit Card Reconciliation**

COMMITTEE RESOLUTION AC110/22

Moved: Cr Geoff Haerewa

Seconded: Cr Peter McCumstie

That the Audit Committee recommends that Council notes the List of Accounts for October 2022 paid under Delegated Authority in accordance with regulation 13(1) of the Local Government (Financial Management) Regulations 1996 attached to this report, totalling \$3,089,736.94.

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

Against: Nil

CARRIED 3/0

REPORT TO COUNCIL – OCTOBER 2022

EFT PAYMENTS – MUNI ACCOUNT

PAYMENT ID	DATE	CREDITOR / INVOICE DETAILS	AMOUNT
EFT54493	07/10/2022	A & B TYRES	\$2,400.00
INV 44062	05/09/2022	26X12-16 TURF TYRES	\$880.00
INV 44063	05/09/2022	20X8.00-8 6PLY TURF TYRES	\$240.00
INV 44167	14/09/2022	195R15C SUPERCAT TYRES	\$740.00
INV 44168	14/09/2022	WHEEL ALIGNMENT FOR HIACE	\$100.00
INV 44245	21/09/2022	SUPERCAT TYRES, WHEEL ALIGNMENT FOR NAVARA	\$400.00
INV 44303	28/09/2022	REPAIR OF TYRE PUNCTURE	\$40.00
EFT54551	14/10/2022	ABA AUTOMATIC GATES	\$2,361.66
INV I1423	19/09/2022	CENTSYS D10 GATE OPERATOR KIT & 4M GEAR RACK	\$2,361.66
EFT54494	07/10/2022	ALFORD CONTRACTING	\$2,023.00
INV 0390	11/09/2022	INSTALL 2X KEY SAFES - WALL MOUNTED & SET INTO CONCRETE	\$890.00
INV 0409	14/09/2022	INSTALLATION OF LOCK ON REAR DOOR OF COLEMAN CENTRE	\$165.00
INV 0410	14/09/2022	SUPPLY AND INSTALL PNEUMATIC DOOR CLOSER TO FEMALE TOILET IN ADMIN BUILDING	\$308.00
INV 0416	15/09/2022	FULL RE-KEY EXTERNAL DOORS FOLLOWING BREAK IN	\$660.00
EFT54552	14/10/2022	ALLWEST BUILDING APPROVALS	\$220.00
INV 9054	27/09/2022	CDC (BPU 4288) FOR HOLY ROSARY FENCING	\$220.00
EFT54495	07/10/2022	ALTHAM PLUMBING CONTRACTORS	\$4,054.67
INV 14065	18/08/2022	LOCATE WATER FOUNTAIN LEAK AND REPAIR	\$179.69
INV 14135	01/09/2022	ISOLATE, SERVICE & TEST OPERATION OF LEAKING BUBBLER	\$224.57
INV 14192	19/09/2022	LOCATE, ISOLATE & REPAIR LEAKS TO WATER PIPE SUPPLYING WHARF	\$1,065.41
INV 14200	19/09/2022	BURIAL PLOT EXCAVATION	\$308.00
INV 14217	20/09/2022	BACKHOE HIRE WITHOUT OPERATOR - 13.5 HOURS	\$2,153.25
INV 14240	28/09/2022	REPLACE SHOWER FLICK MIXER IN ENSUITE	\$123.75
EFT54544	07/10/2022	ANDREW JAMES TWADDLE	\$1,554.86
INV ALLOW3009	30/09/2022	SEPTEMBER 2022 COUNCILLOR SITTING FEES	\$1,554.86
EFT54548	14/10/2022	ASHLEE DOUST	\$295.04
INV REIMB1010	10/10/2022	UTILITY SUBSIDY	\$295.04
EFT54616	21/10/2022	ASK WASTE MANAGEMENT PTY LTD	\$10,560.00
INV CE011	01/09/2022	COOEE - ANNUAL SUBSCRIPTION (AUG 22 - JULY 23)	\$10,560.00
EFT54496	07/10/2022	AUSTRALIA POST	\$1,587.98
INV 1011804014	03/09/2022	DERBY POSTAGE FOR MONTH OF AUGUST 2022	\$1,587.98
EFT54549	14/10/2022	AUSTRALIA POST	\$1,233.75
INV 1011876143	03/10/2022	DERBY POSTAGE FOR THE MONTH OF SEPTEMBER 2022	\$1,233.75
EFT54615	21/10/2022	AUSTRALIAN AIRPORTS ASSOCIATION	\$990.00
INV INVMEM-1759	27/05/2022	ANNUAL MEMBERSHIP TO AUSTRALIAN AIRPORTS ASSOCIATION:	\$990.00
EFT54497	07/10/2022	AUSTRALIAN SERVICES UNION	\$284.90
INV DEDUCTION	27/09/2022	PAYROLL DEDUCTIONS	\$284.90
EFT54550	14/10/2022	AUSTRALIAN SERVICES UNION	\$284.90

INV DEDUCTION	11/10/2022	PAYROLL DEDUCTIONS	\$284.90
EFT54573	14/10/2022	BASS TECHNOLOGY GROUP T/AS FX COMM & AV	\$972.40
INV 220080	16/09/2022	TECHNICAL SUPPORT FOR FITZROY CROSSING CCTV CAMERAS	\$972.40
EFT54666	29/10/2022	BASS TECHNOLOGY GROUP T/AS FX COMM & AV	\$8,395.20
INV 220088	13/10/2022	SUPPLY & INSTALL MAST AND AERIAL ANTENNA	\$8,395.20
EFT54657	29/10/2022	BLACKWOODS ATKINS - BROOME	\$55.69
INV BM7678FH	04/10/2022	SUPPLY SID-SP-5 LOCK & KEY SUIT SCMT1702	\$55.69
EFT54618	21/10/2022	BLAK UNICORN	\$417.00
INV 0034	11/09/2022	CULTURAL AWARENESS TRAINING FOR UWA STUDENTS	\$417.00
EFT54557	14/10/2022	BOC LIMITED	\$233.05
INV 5005871416	30/09/2022	MONTHLY GAS CYLINDER CHARGES - SEPTEMBER 2022	\$233.05
EFT54501	07/10/2022	BONITA SINCLAIR	\$314.09
INV REIMB2909	29/09/2022	UTILITY SUBSIDY	\$314.09
EFT54555	14/10/2022	BRAHMAN CONTRACTING PTY LTD	\$1,543.30
INV 1058	03/10/2022	INSTALL SOLID CORE DOOR TO FEMALE TOILET & PAINT	\$1,543.30
EFT54658	29/10/2022	BRAHMAN CONTRACTING PTY LTD	\$3,245.00
INV 1057	03/10/2022	SAND AND SEAL ENTRANCE RAMP WITH HEAVY DUTY SEALER	\$3,245.00
EFT54498	07/10/2022	BRODY HAMMER	\$146.50
INV REIMB2709	27/09/2022	STAFF REIMBURSEMENT	\$146.50
EFT54619	21/10/2022	BROOME FLORIST	\$210.00
INV 341	03/10/2022	SUPPLY 1 WREATH FOR 2022 FX POLICE REMEMBRANCE DAY CEREMONY	\$210.00
EFT54538	07/10/2022	BROOME SUPERSTORE PTY LTD ATA HARVEY NORMAN BROOME	\$1,518.00
INV 174756	31/05/2022	1X IPAD (5 GEN) & OTTER BOX CASE FOR FX YOUTH ACTIVITIES	\$1,518.00
EFT54617	21/10/2022	BUCKLEYS EARTHWORKS & PAVING PTY LTD	\$457,925.40
INV 2650	31/08/2022	MAINTENANCE GRADING C1-2021	\$202,222.15
INV 2657	30/09/2022	AGRN 951 FLOOD DAMAGE REINSTATEMENT	\$255,703.25
EFT54554	14/10/2022	BUILDING AND ENERGY	\$2,379.63
INV PERMIT3009	30/09/2022	BSL - SEPTEMBER 2022	\$2,379.63
EFT54563	14/10/2022	CATALYST IT AUSTRALIA PTY LTD	\$792.00
INV 0272	01/07/2022	KOHA HOSTING FOR JULY, AUGUST & SEPTEMBER 2022	\$792.00
EFT54502	07/10/2022	CATHERINE FEENEY	\$819.80
INV REIMB2192	14/09/2022	STAFF REIMBURSEMENTS	\$797.25
INV REIMB2109	21/09/2022	STAFF REIMBURSEMENTS	\$22.55
EFT54561	14/10/2022	CHLOE SEARLES	\$133.50
INV REIMB1210	12/10/2022	STAFF REIMBURSEMENT	\$133.50
EFT54558	14/10/2022	CIVIC LEGAL	\$715.00
INV 510320	13/09/2022	FY21/22 AUDIT REQUIREMENTS - LEGAL REPRESENTATION	\$715.00
EFT54659	29/10/2022	CIVIC LEGAL	\$2,080.54
INV 510395	30/09/2022	PROFESSIONAL FEES - DERBY AIRPORT LEASE AREA 18	\$2,080.54
EFT54507	07/10/2022	CLARENDON UNIT TRUST (DERBY LODGE & BACKPACKERS)	\$160.00
INV 2247	27/09/2022	QUEEN KITCHENETTE AND ENSUITE 26/09/2022 - 27/09/2022	\$160.00
EFT54566	14/10/2022	CLARENDON UNIT TRUST (DERBY LODGE & BACKPACKERS)	\$1,365.00
INV 2191	16/09/2022	STAFF ACCOMMODATION	\$820.00
INV 2265	02/10/2022	STAFF ACCOMMODATION	\$225.00
INV 2266	02/10/2022	STAFF ACCOMMODATION	\$160.00

INV 2267	02/10/2022	STAFF ACCOMMODATION	\$160.00
EFT54623	21/10/2022	CLARENDON UNIT TRUST (DERBY LODGE & BACKPACKERS)	\$2,925.00
INV 2263	02/10/2022	QUEEN SELF CONTAINED APARTMENT	\$1,125.00
INV 2264	02/10/2022	QUEEN SELF CONTAINED APARTMENT	\$1,125.00
INV 2291	08/10/2022	1 X SELF-CONTAINED APARTMENT	\$225.00
INV 2292	08/10/2022	1 X SELF-CONTAINED APARTMENT	\$225.00
INV 2293	08/10/2022	1 X SELF-CONTAINED APARTMENT	\$225.00
EFT54661	29/10/2022	CLARENDON UNIT TRUST (DERBY LODGE & BACKPACKERS)	\$900.00
INV 2340	14/10/2022	STAFF ACCOMMODATION	\$900.00
EFT54653	21/10/2022	CLEANAWAY CO PTY LTD	\$180,655.03
INV 19143775	21/09/2022	PARTIAL CREDIT FOR INV 19053125	-\$294.21
INV 19143776	21/09/2022	PARTIAL CREDIT FOR INV 19061771	-\$294.21
INV 191343777	21/09/2022	PARTIAL CREDIT FOR INVOICE 19069929	-\$294.21
INV 19144799	30/09/2022	MUNICIPAL BIN COLLECTION - SEPTEMBER 2022	\$55,953.62
INV 19144800	30/09/2022	LANDFILL MANAGEMENT - SEPTEMBER 2022	\$125,584.04
EFT54556	14/10/2022	CLEANING GARDENING & TREE SERVICES	\$16,840.20
INV 10888	15/09/2022	CLEANING OF VARIOUS FX LOCATIONS - JULY 2022	\$16,840.20
EFT54620	21/10/2022	CLEANING GARDENING & TREE SERVICES	\$20,403.90
INV 10903	13/10/2022	CLEANING OF VARIOUS FX LOCATIONS - AUGUST 2022	\$20,403.90
EFT54559	14/10/2022	CLEVERPATCH PTY LTD	\$536.29
INV 458849	07/09/2022	JUNIOR SCHOOL HOLIDAYS PROGRAM SUPPLIES	\$536.29
EFT54560	14/10/2022	CMT BUILDING WA PTY LTD	\$189.08
INV 0322	23/09/2022	BOARD UP HOLE ON SIDE OF GARNDUWA BUILDING	\$189.08
EFT54586	14/10/2022	COMMERCIAL AQUATICS AUSTRALIA (WA) PTY LTD	\$24,420.00
INV 27658	19/09/2022	ANNUAL SERVICE OF PLANT ROOM	\$21,890.00
INV 27659	19/09/2022	PARTS SUPPLIED FOR CHLORINE ALARM AUTO DIALLER	\$2,530.00
EFT54582	14/10/2022	CONNECT CALL CENTRE SERVICES	\$1,556.56
INV 111430	15/06/2022	AFTER HOURS CALL CENTRE CHARGES - MAY 2022	\$777.92
INV 112595	15/09/2022	AFTER HOURS CALL CENTRE CHARGES - AUGUST 2022	\$778.64
EFT54603	14/10/2022	CORSIGN WA PTY LTD	\$1,487.64
INV 68740	19/09/2022	SUPPLY 21X STREET NAME PLATE WITH BRACKETS & CLAMPS	\$1,487.64
EFT54624	21/10/2022	DAIMLER TRUCKS	\$2,639.46
INV XA980013438-01	30/09/2022	SUPPLY PRESSURE CAP, FUEL FILTER, BELTS, SOCKETS & LH FENDER	\$2,639.46
EFT54662	29/10/2022	DAIMLER TRUCKS	\$550.00
INV XA980014414-01	01/10/2022	IPEC FREIGHT CHARGE	\$550.00
EFT54567	14/10/2022	DANIEL GRAVENALL	\$70.00
INV REIMB0410	04/10/2022	BOND REFUND FOR HIRE OF CAT TRAP	\$70.00
EFT54508	07/10/2022	DAVID EGGLESTON	\$70.00
INV REIMB2909	29/09/2022	BOND REIMBURSEMENT - HIRE OF CAT TRAP	\$70.00
EFT54503	07/10/2022	DEPUTY CHILD SUPPORT REGISTRAR	\$297.63
INV DEDUCTION	27/09/2022	PAYROLL DEDUCTIONS	\$297.63
EFT54562	14/10/2022	DEPUTY CHILD SUPPORT REGISTRAR	\$297.63
INV DEDUCTION	11/10/2022	PAYROLL DEDUCTIONS	\$297.63
EFT54505	07/10/2022	DERBY 4X4 & MARINE	\$403.96

INV 30849-52618	08/09/2022	Z780 FUEL FILTERS	\$359.96
INV 30855-52624	08/09/2022	DB1200 BRAKE PADS	\$44.00
EFT54564	14/10/2022	DERBY 4X4 & MARINE	\$249.92
INV 30902-52670	13/09/2022	SUPPLY J BOLT FOR 8KW	\$29.92
INV 30924-52694	14/09/2022	SUPPLY N70ZZMF CENTURY BATTERY FOR HIACE	\$220.00
EFT54535	07/10/2022	DERBY BETTA HOME LIVING	\$299.00
INV 20310012636	19/09/2022	SUPPLY TCL HD ANDROID TELEVISION	\$299.00
EFT54504	07/10/2022	DERBY BUILDING SUPPLIES	\$386.44
INV 521869	01/09/2022	POLY NIPPLE, VALVE ADAPTER AND PVC ELBOW	\$34.07
INV 521946	02/09/2022	1X COWDROY FOAM GAP FILL 5M ROLL	\$10.60
INV 522280	07/09/2022	HUNTER POP-UP SPRINKLER	\$49.10
INV 522288	07/09/2022	349M ROLLS STIHL NYLON LINE X-PROFILE 2.7MM NEON	\$187.88
INV 522632	13/09/2022	PARAMOUNT SELF ADHESIVE SLIDE TO OPEN (L)	\$6.47
INV 522664	13/09/2022	PARAMOUNT SELF ADHESIVE SLIDE TO OPEN	\$6.47
INV 522759	14/09/2022	2X BREMICK D SHACKLES	\$9.18
INV 522794	15/09/2022	ROLLER COVER DOOR TRIMS	\$9.98
INV 522881	16/09/2022	4X 10M THREAD TAPE & 6X PVC ELBOW	\$43.92
INV 522902	16/09/2022	MAKITA BLADE MULTI-TOOL	\$28.77
EFT54622	21/10/2022	DERBY BUILDING SUPPLIES	\$4,168.20
INV 520685	16/08/2022	SUPPLY STENS EZI REACHER PICK UP TOOL 813MM	\$470.94
INV 523071	20/09/2022	SUPPLY 1 PALLET 20KG BAGS OF CEMENT	\$826.04
INV 523113	20/09/2022	SUPPLY 4L PRIMER	\$69.39
INV 523194	21/09/2022	SUPPLY 3PK BREMICK SCREW	\$2.30
INV 523338	23/09/2022	SUPPLY 8X 20L HYDROCHLORIC ACID	\$367.40
INV 523444	27/09/2022	SUPPLY POP UP SPRAY BODIES, ROTATOR HEADS, CONNECTORS & VALVES	\$2,082.08
INV 523419	27/09/2022	SUPPLY 1X TUBE SHS 8000 X 75 X 75 X 3.0MM GALV (BLUE)	\$279.72
INV 523420	27/09/2022	SUPPLY BREMICK NUTS BOLTS & WASHERS	\$20.99
INV 523593	29/09/2022	SUPPLY BREMICK NUTS & BOLTS	\$4.72
INV 523656	30/09/2022	SUPPLY 1X PAINT BRUSH AND ROLLER COVER DOOR TRIMS	\$15.53
INV 523660	30/09/2022	SUPPLY HITACHI CARBON BRUSHES FOR POWER TOOLS	\$29.09
EFT54506	07/10/2022	DERBY FUELS	\$2,960.00
INV 213307	14/09/2022	CATERING FOR THURSDAY LATE NIGHT AND WEEKEND PROGRAM 08/09/2022	\$1,480.00
INV 213576	17/09/2022	CATERING FOR THURSDAY LATE NIGHT AND WEEKEND PROGRAM 15/09/2022	\$1,480.00
EFT54565	14/10/2022	DERBY FUELS	\$920.00
INV 212179	30/08/2022	CATERING FOR ADF/SDWK OPEN DAY 28/08/2022	\$920.00
EFT54660	29/10/2022	DERBY FUELS	\$171.94
INV 953457	03/10/2022	74.27L UNLEADED FOR SMALL PLANT OPERATIONS	\$171.94
EFT54569	14/10/2022	DERBY HARDWARE MITRE10	\$328.30
INV 10563936	09/09/2022	SUPPLY 10X UNF 3/4 NUT & BOLT	\$79.00
INV 10564109	12/09/2022	SUPPLY VARIOUS SCRAPERS	\$34.95
INV 10564168	13/09/2022	SUPPLY 4X 15PK TEK SCREWS	\$15.96
INV 10564287	15/09/2022	SUPPLY 4X DROP SHEET PLASTIC PK1 BUY RIGHT	\$9.96
INV 10564304	15/09/2022	SUPPLY SCREWS, NUTS & WASHERS	\$22.46
INV 10564449	17/09/2022	SUPPLY MICROFIBER ROLLER COVER & 4L SUPER ENAMEL HI GLOSS	\$146.99

INV 10564739	21/09/2022	SUPPLY 6PK SCREWS AND 10PK RIVETS	\$18.98
EFT54627	21/10/2022	DERBY HARDWARE MITRE10	\$1,026.84
INV 10565032	28/09/2022	SUPPLY ENTRANCE SET, DOOR SOLID EXT. AND 3IN1 SEALER	\$268.98
INV 10565061	28/09/2022	SUPPLY 2M FLYSCREEN AND 6MM SPLINE	\$26.62
INV 10565214	30/09/2022	SUPPLY BASE COAT 45 AND COMPOUND ALL PURPOSE PREMIX	\$118.99
INV 10565215	30/09/2022	SUPPLY 1 BOX SCREW METAL WING CSK/RIB	\$84.99
INV 10565216	30/09/2022	SUPPLY TAPE SUPER FIBRE & TAPE JOINT PAPER	\$12.98
INV 10566065	14/10/2022	SUPPLY 12X RAMSET DYNABOLT PLUS 12MMX100MM	\$41.88
INV 10566088	14/10/2022	SUPPLY PAINTING MATERIALS FOR FX VC	\$472.40
EFT54664	29/10/2022	DERBY HARDWARE MITRE10	\$229.94
INV 10565478	05/10/2022	LAWN SEED SMART GRASS X6KG	\$229.94
EFT54625	21/10/2022	DERBY PROGRESSIVE SUPPLIES	\$1,394.80
INV 051837	19/09/2022	CLEANING SUPPLIES	\$842.48
INV 052192	23/09/2022	SUPPLY 12PK ENERGISER 9V BATTERIES & 24PK AA	\$207.56
INV 052575	30/09/2022	SUPPLY 5X CARTONS ROADSIDE LITTER BAGS	\$344.76
EFT54626	21/10/2022	DERBY RED SHED - WOMENS COLLECTIVE	\$3,387.18
INV REIMB2010	20/10/2022	PAYMENT OF REMAINING FUNDS HELD IN ACCOUNT	\$3,387.18
EFT54568	14/10/2022	DERBY REGIONAL HOSPITAL (WA COUNTRY HEALTH SERVICE)	\$339.00
INV N2296573	13/09/2022	PRE-EMPLOYMENT MEDICAL	\$339.00
EFT54663	29/10/2022	DERBY STOCK SUPPLIES	\$165.00
INV 13068398	19/10/2022	REMOVAL OF 1X ABANDONED VEHICLE	\$165.00
EFT54511	07/10/2022	DO NOT USE ***GJ JOHNSON ELECTRICAL FITZROY CROSSING	\$1,287.95
INV 1261	30/08/2022	INSPECT AND REPAIR OVEN	\$710.60
INV 1307	30/08/2022	INSPECT AND REPAIR WASHING MACHINE	\$577.35
EFT54570	14/10/2022	DWA INDUSTRIAL RESOURCES PTY LTD	\$5,450.50
INV 02021923	16/09/2022	RE-INSTALL LIGHT POST ON NORTHERN ABUTMENT OF DERBY WHARF	\$5,450.50
EFT54665	29/10/2022	DWA INDUSTRIAL RESOURCES PTY LTD	\$2,760.73
INV 02021954	20/09/2022	REPLACE MISSING PLINTH ON LOADING BERTH OF WHARF	\$2,760.73
EFT54572	14/10/2022	ECHO SOUND	\$220.00
INV 23008	12/07/2022	SUPPLY FOR HIRE, SET UP AND RETRIEVE STAGE RISER	\$220.00
EFT54628	21/10/2022	ELDERS LIMITED (DERBY BRANCH)	\$464.29
INV IY80829	07/09/2022	SUPPLY 6X RATCHET TIE DOWN STRAPS	\$156.52
INV IY80871	09/09/2022	PROVIDE 1X SET OF AUSTARC 16TC WELDING RODS	\$75.72
INV IY80946	14/09/2022	SUPPLY 20L CASTROL HYPIN AWH 46 OIL	\$118.50
INV IY80947	14/09/2022	SUPPLY 4L CASTROL DOT 4 BRAKE FLUID	\$113.55
EFT54629	21/10/2022	EXURBAN PTY LTD	\$3,617.49
INV URP-4246	04/10/2022	GENERAL TOWN PLANNING CONSULTANCY - SEPTEMBER 2022	\$3,617.49
EFT54631	21/10/2022	FITZROY HARDWARE PTY LTD	\$1,526.50
INV 171380	08/09/2022	SUPPLY ORANGE SAFETY FLAG & STAR PICKETS FOR CKFL GRAND FINALS	\$568.50
INV 171649	14/09/2022	SUPPLY 7KG TECO WASHING MACHINE	\$550.00
INV 171889	20/09/2022	SUPPLY 3X 10PK AA BATTERIES FOR E FLARES	\$78.00
INV 172284	30/09/2022	SUPPLY 1X MAKITA SDS MAX SHANK AND 2X DYMATION DRILL BITS	\$330.00
EFT54509	07/10/2022	FLUID MANAGEMENT TECHNOLOGY	\$374.00
INV S04000	06/09/2022	SUPPLY KEY I BUTTON - YELLOW HANDLE	\$374.00
EFT54630	21/10/2022	FULTON HOGAN	\$3,590.40

INV 16834686	19/09/2022	SUPPLY 20KG BAGS EZSTREET ASPHALT FOR SEAL REPAIRS	\$3,590.40
EFT54499	07/10/2022	G BISHOPS TRANSPORT SERVICES PTY LTD	\$1,436.64
INV B181709	01/09/2022	FREIGHT FOR PO 76486	\$165.86
INV B182137	05/09/2022	FREIGHT FOR PO 76681	\$804.20
INV B182454	07/09/2022	FREIGHT FOR PO 76558	\$466.58
EFT54553	14/10/2022	G BISHOPS TRANSPORT SERVICES PTY LTD	\$1,715.10
INV B183568	16/09/2022	FREIGHT	\$1,554.66
INV B183836	19/09/2022	FREIGHT FOR PO 76616	\$160.44
EFT54510	07/10/2022	GEOFFREY ANDREW DAVIS	\$1,554.86
INV ALLOW3009	30/09/2022	SEPTEMBER 2022 COUNCILLOR SITTING FEES	\$1,554.86
EFT54513	07/10/2022	GEOFFREY CHARLES HAEREWA	\$7,274.28
INV ALLOW3009	30/09/2022	SEPTEMBER 2022 PRESIDENT SITTING FEES	\$7,274.28
EFT54577	14/10/2022	GREAT NORTHERN DEMOLITION PTY LTD	\$27,060.00
INV 0370	15/09/2022	DEMOLITION OF TOILET AND STORES AREA AT DERBY AIRPORT	\$27,060.00
EFT54576	14/10/2022	GREENFIELD TECHNICAL SERVICES	\$15,811.48
INV 2797	14/09/2022	PROJECT MANAGEMENT AGRN1013	\$402.33
INV 2819	14/09/2022	CAPITAL WORKS PACKAGE 3 - 01/08/2022 TO 31/08/2022	\$4,361.78
INV 2798	14/09/2022	PROJECT MANAGEMENT - AGRN907	\$1,060.68
INV 2799	14/09/2022	PROJECT MANAGEMENT - AGRN907	\$9,986.69
EFT54633	21/10/2022	GREENFIELD TECHNICAL SERVICES	\$19,517.86
INV 2858	30/09/2022	FLOOD DAMAGE REPAIRS FOR EVENT AGRN 907	\$9,739.40
INV 2857	30/09/2022	FLOOD DAMAGE REPAIRS FOR EVENT AGRN 907	\$2,244.00
INV 2883	30/09/2022	CONSTRUCTION MANAGEMENT - AGRN951	\$7,534.46
EFT54512	07/10/2022	GUNGALLA MACKAY PTY LTD (ATS ALL-CRETE)	\$2,640.00
INV 34948	12/09/2022	4X 1.5 TONNE BULKAS CEMENT BAGS	\$2,640.00
EFT54578	14/10/2022	GUNGALLA MACKAY PTY LTD (ATS ALL-CRETE)	\$990.00
INV 34952	16/09/2022	SUPPLY AND DELIVER 20M3 GRAVEL TO DERBY DEPOT	\$990.00
EFT54667	29/10/2022	HEMPFIELD SMALL MOTORS	\$810.00
INV 12631	16/08/2022	SUPPLY HOSE REEL C/W 15MT HOSE	\$810.00
EFT54514	07/10/2022	HORIZON POWER - ACCOUNT PAYMENTS	\$1,537.25
INV 198764	09/09/2022	LOT 128 GN HIGHWAY FITZROY CROSSING FOR 09/08/2022 TO 08/09/2022	\$1,339.53
INV 340889	23/09/2022	55 CLARENDON ST, DERBY FOR 22/07/2022 TO 21/09/2022	\$130.06
INV 273214	27/09/2022	6 ROWELL COURT, DERBY FOR 26/07/2022 TO 23/09/2022	\$67.66
EFT54579	14/10/2022	HORIZON POWER - ACCOUNT PAYMENTS	\$43,896.03
INV 166519	06/09/2022	ASHLEY STREET DERBY FOR 04/08/22 - 05/09/22	\$3,500.19
INV 163224	12/09/2022	LOT 99999 FALLON RD, FITZROY CROSSING FOR 12/07/2022 TO 09/09/2022	\$229.50
INV 163546	12/09/2022	LOT 32 AIRPORT RD, FITZROY CROSSING FOR 12/07/2022 TO 09/09/2022	\$2,289.01
INV 416000	23/09/2022	UNIT 6/20 CLARENDON ST, DERBY FOR 22/07/2022 TO 21/09/2022	\$212.00
INV 406063	23/09/2022	20 CLARENDON ST, DERBY FOR 22/07/2022 TO 21/09/2022	\$72.83
INV 320398	27/09/2022	LOT 293 WHARF RD, DERBY FOR 26/07/2022 TO 23/09/2022	\$667.51
INV 150216	27/09/2022	4 LOCH ST, DERBY FOR 26/07/2022 TO 23/09/2022	\$613.02
INV 220780	30/09/2022	1111 STREETLIGHTS FOR THE PERIOD 01/09/2022 TO 30/09/2022	\$20,553.45
INV 173364	05/10/2022	40 ASHLEY ST, DERBY FOR 03/08/2022 TO 04/10/2022	\$756.82
INV 333902	05/10/2022	24 LOCH ST, DERBY FOR 03/09/2022 TO 04/10/2022	\$631.01
INV 393995	05/10/2022	LOT 52 PANDANUS WAY, DERBY FOR 03/08/2022 TO 04/10/2022,	\$123.31

INV 421738	05/10/2022	8 COOLIBAH WAY, DERBY FOR 03/08/2022 TO 04/10/2022	\$123.90
INV 424950	05/10/2022	LOT 26818 WHARF RD, DERBY FOR 03/09/2022 TO 04/10/2022	\$61.57
INV 517343	05/10/2022	LOC 26818 RESTAURANT & TOILETS AT WHARF RD, DERBY FOR 03/09/2022 TO 04/10/2022	\$201.08
INV 551727	05/10/2022	20 MIMOSA ST, DERBY FOR 15/09/2022 TO 04/10/2022	\$74.23
INV 207794	06/10/2022	142 LOCH ST, DERBY (LYTTON PARK) FOR 04/08/2022 TO 05/10/2022,	\$632.57
INV 321183	06/10/2022	30 CLARENDON ST, DERBY FOR 06/09/2022 TO 05/10/2022	\$3,030.33
INV 312249	06/10/2022	LOT 143, DERBY HIGHWAY FOR 06/09/2022 TO 05/10/2022	\$3,108.79
INV 387885	06/10/2022	LOT 1415 ASHLEY ST, DERBY FOR 04/08/2022 TO 05/10/2022	\$67.89
INV 551726	06/10/2022	3 KNOWSLEY ST EAST, DERBY FOR 15/09/2022 TO 05/10/2022	\$67.19
INV 551725	06/10/2022	1 KNOWSLEY ST EAST, DERBY FOR 15/09/2022 TO 05/10/2022	\$70.19
INV 172452	06/10/2022	LOT 199 FORREST RD, FX FOR 06/09/2022 TO 05/10/2022	\$3,125.78
INV 166519	06/10/2022	ASHLEY ST, DERBY FOR 06/09/2022 TO 05/10/2022	\$3,683.86
EFT54634	21/10/2022	HORIZON POWER - ACCOUNT PAYMENTS	\$9,809.02
INV 523100	30/09/2022	CCTV AT BAOBAB WAY DERBY FOR 01/09/2022 TO 30/09/2022	\$68.76
INV 406259	07/10/2022	LOC 26818 WHARF ROAD DERBY FOR 05/08/22 - 06/10/22	\$7,783.28
INV 207319	12/10/2022	LOT 175 EMANUEL WAY FX FOR 10/08/22 - 11/10/22	\$889.14
INV 349785	12/10/2022	LOT 231 GREAT NORTHERN HIGHWAY FX FOR 10/08/22 - 11/10/22	\$452.33
INV 421774	12/10/2022	LOT 199 FORREST ROAD FITZROY CROSSING FOR 10/08/2022-11/10/2022	\$615.51
EFT54515	07/10/2022	IGO NEWSEARCH PTY LTD	\$651.33
INV A900968	04/10/2022	RATES REFUND FOR ASSESSMENT A900968	\$541.09
INV A901077	04/10/2022	RATES REFUND FOR ASSESSMENT A901077	\$110.24
EFT54606	14/10/2022	ILLION TENDERLINK	\$180.40
INV SDWK-512415	21/09/2022	PUBLIC TENDER ADVERTISING : T07-2022	\$180.40
EFT54580	14/10/2022	INTEGRITY COACHLINES (AUST) PTY LTD	\$240.38
INV 13263	15/09/2022	BUS TICKET # 251577	\$159.46
INV 13277	30/09/2022	BUS TICKET # 252654	\$80.92
EFT54581	14/10/2022	IPEC PTY LTD	\$641.94
INV P69063076	18/09/2022	TRANSPORTATION MATERIALS - TOLL #00905SIXIT	\$641.94
EFT54635	21/10/2022	ITVISION	\$5,865.75
INV 37582	30/09/2022	CREATE RATES REPORT TEMPLATE FOR COUNCIL AUDIT COMMITTEE	\$1,386.00
INV 37583	30/09/2022	PAYROLL PROCESSING AND SUPPORT SEPT 2022	\$4,479.75
EFT54648	21/10/2022	IXOM	\$245.52
INV 6578914	30/09/2022	SEPTEMBER 2022 - MONTHLY CL2 SERVICE FEES	\$245.52
EFT54518	07/10/2022	JASON SIGNMAKERS	\$97.94
INV 231355	31/08/2022	SUPPLY WHITE ON BLUE DOUBLE SIDED STREET SIGN & BRACKET	\$97.94
EFT54517	07/10/2022	JENAYA COX	\$372.16
INV REIMB2809	28/09/2022	UTILITY SUBSIDY	\$372.16
EFT54516	07/10/2022	JILA PLUMBING	\$1,321.10
INV 4914	08/09/2022	FIX TOILET AND REPLACE 3X LEAKING TIME FLOW BRASS TAPS	\$1,205.60
INV 4937	21/09/2022	CLEAR BLOCKAGE TO OUTSIDE CHANGE ROOMS	\$115.50
EFT54638	21/10/2022	JILA PLUMBING	\$6,841.29
INV 4979	11/10/2022	PLUMBING REPAIRS IN FEMALE & MALE PUBLIC TOILETS	\$5,500.00
INV 4981	11/10/2022	REPLACE GARDEN TAP & URINAL CISTERN IN MALE TOILETS	\$1,341.29
EFT54636	21/10/2022	JILL BRAZIL CONSULTING	\$10,388.22

INV 0061	15/10/2022	ONSITE MENTORING AND TRAINING - 03/10/2022 TO 12/10/2022	\$10,388.22
EFT54528	07/10/2022	JP GAULT PTY LTD	\$12,094.23
INV 0060	31/08/2022	CLEANING OF VARIOUS SHIRE LOCATIONS - AUGUST 2022	\$12,094.23
EFT54647	21/10/2022	JP GAULT PTY LTD	\$12,094.23
INV 0061	30/09/2022	CLEANING OF VARIOUS DERBY LOCATIONS - SEPT 2022	\$12,094.23
EFT54641	21/10/2022	KAREN MARIE RULE	\$500.00
INV REIMB1310	13/10/2022	BOND REFUND FOR HIRE OF TOWN OVAL	\$500.00
EFT54519	07/10/2022	KEITH BEDFORD	\$1,554.86
INV ALLOW3009	30/09/2022	SEPTEMBER 2022 COUNCILLOR SITTING FEES	\$1,554.86
EFT54588	14/10/2022	KELSEY LAIRD	\$543.01
INV REIMB1010	10/10/2022	STAFF REIMBURSEMENT	\$543.01
EFT54529	07/10/2022	KIMBERLEY COUNTRY DEPARTMENT STORE	\$663.35
INV DB35760	20/09/2022	STAFF UNIFORMS	\$663.35
EFT54595	14/10/2022	KIMBERLEY COUNTRY DEPARTMENT STORE	\$2,777.44
INV DB35489	10/09/2022	STAFF UNIFORMS	\$724.32
INV DB36200	15/09/2022	STAFF UNIFORMS	\$229.99
INV DB36064-1	28/09/2022	STAFF UNIFORMS	\$154.80
INV DB36253	28/09/2022	STAFF UNIFORMS	\$853.24
INV DB36110	04/10/2022	STAFF UNIFORMS	\$815.09
EFT54676	29/10/2022	KIMBERLEY COUNTRY DEPARTMENT STORE	\$219.80
INV DB36282	04/10/2022	STAFF UNIFORMS	\$219.80
EFT54520	07/10/2022	KIMBERLEY FIRE SYSTEMS	\$1,015.21
INV 15897	19/09/2022	SERVICE FIREFIGHTING SYSTEM & PUMP SET	\$1,015.21
EFT54639	21/10/2022	KIMBERLEY FIRE SYSTEMS	\$2,212.44
INV 16022	06/10/2022	SUPPLY AND INSTALL METAL SIGNAGE	\$2,212.44
EFT54521	07/10/2022	KIMBERLEY HOME ELECTRICAL	\$199.85
INV 22-00057357	20/09/2022	SUPPLY 3X QUEEN SIZED QUILT/ DOONA COVERS	\$199.85
EFT54583	14/10/2022	KIMBERLEY KRASH REPAIRS	\$1,000.00
INV 9431-2	11/08/2022	EXCESS ON INSURANCE CLAIM	\$1,000.00
EFT54584	14/10/2022	KW REFRIGERATION & A/C	\$120.00
INV 2523	13/09/2022	REPLACE BLOWN FUSE ON OUTDOOR PCB AND TEST OPERATION	\$120.00
EFT54546	07/10/2022	LEAVILLE HOLDINGS PTY LTD (WILLARE BRIDGE ROADHOUSE)	\$300.00
INV REIMB2909	29/09/2022	REFUND OF OVERPAYMENT - ANNUAL CHARGES	\$300.00
EFT54644	21/10/2022	LGISWA - LGIS PROPERTY	\$32,103.25
INV 100-150054	01/08/2022	2022/23 INSURANCE DERBY AND CURTIN AIRPORT	-\$1,362.49
INV 100-150350	23/08/2022	2021/2022 INSURANCE WORKCOVER	\$33,465.74
EFT54672	29/10/2022	LGISWA - LGIS PROPERTY	\$545,847.34
INV 100-150910	03/10/2022	2022/23 INSURANCE - INSTALMENT 2	\$545,847.34
EFT54642	21/10/2022	LIAM KENNEDY	\$368.00
INV KAPP22SALE	19/10/2022	SALE OF ARTWORK - TARUNDA IGA	\$368.00
EFT54587	14/10/2022	LOCAL GOVERNMENT PROFESSIONALS (LGPRO)	\$3,300.00
INV 27366	01/07/2022	GOLD LOCAL GOVERNMENT SUBSCRIPTION - 2022/2023	\$3,300.00
EFT54668	29/10/2022	LOOMA COMMUNITY INCORPORATED	\$7,293.00
INV 3808	11/10/2022	HOUSEHOLD RUBBISH COLLECTION: CAMBALLIN AND HWY FOR JULY - SEPTEMBER 2022	\$7,293.00

EFT54575	14/10/2022	LUISA GAVIRIA	\$253.00
INV REIMB0310	03/10/2022	STAFF REIMBURSEMENT	\$253.00
EFT54632	21/10/2022	LUISA GAVIRIA	\$40.00
INV REIMB1410	14/10/2022	STAFF REIMBURSEMENT	\$40.00
EFT54523	07/10/2022	LYNETTE EVANS	\$1,554.86
INV ALLOW3009	30/09/2022	SEPTEMBER 2022 COUNCILLOR SITTING FEES	\$1,554.86
EFT54590	14/10/2022	MANAGED IT PTY LTD	\$39,341.11
INV 142026	01/09/2022	MANAGED LICENCES FOR SEPTEMBER 2022	\$23,365.63
INV 142046	06/09/2022	SUPPLY MICROSOFT SURFACE LAPTOPS, DISPLAYS & DOCKS	\$15,975.48
EFT54681	29/10/2022	MARIA MATTHEWS T/AS MR & MRS POTATO HEAD	\$2,900.00
INV 92	11/10/2022	CATERING FOR LATE NIGHT PROGRAM 07/10/2022	\$960.00
INV 93	11/10/2022	CATERING FOR MENTAL HEALTH EVENT 10/10/2022	\$1,000.00
INV 95	18/10/2022	CATERING FOR LATE NIGHT PROGRAM 13/10/2022,	\$940.00
EFT54524	07/10/2022	MARIANNE CANNARD	\$143.24
INV A103332	03/10/2022	RATES REFUND FOR ASSESSMENT A103332	\$47.05
INV A900263	03/10/2022	RATES REFUND FOR ASSESSMENT A900263	\$61.69
INV A107580	03/10/2022	RATES REFUND FOR ASSESSMENT A107580	\$34.50
EFT54591	14/10/2022	MARKETFORCE	\$950.46
INV 44827	25/08/2022	WEST AUSTRALIAN ADVERTISEMENT FOR T05/2022	\$433.68
INV 44828	25/08/2022	ADVERTISING FOR PLANT FOR SALE IN THE WEST AUSTRALIAN -19 AUGUST 2022	\$516.78
EFT54643	21/10/2022	MARKETFORCE	\$796.15
INV 45179	28/09/2022	ADVERTISEMENT IN THE BROOME ADVERTISER - TENDER T07-2022	\$250.36
INV 45180	28/09/2022	ADVERTISEMENT IN THE WEST AUSTRALIAN - TENDER T07-2022	\$545.79
EFT54671	29/10/2022	MCLEODS BARRISTERS & SOLICITORS	\$520.45
INV 126351	30/09/2022	SUBLEASE OF DERBY WHARF: THUNDERBIRD OPERATIONS PTY LTD	\$520.45
EFT54525	07/10/2022	MOLLY PHILIPPS	\$159.35
INV REIMB2809	28/09/2022	UTILITY SUBSIDY	\$159.35
EFT54645	21/10/2022	MOORE AUSTRALIA (TAX)	\$30,910.00
INV 426316	14/09/2022	COMPILATION OF STATEMENT OF FINANCIAL ACTIVITY - JULY 2022	\$5,280.00
INV 426315	14/09/2022	REVIEW AND LODGE JULY 2022 BAS	\$825.00
INV 426544	30/09/2022	COMPILATION OF 21-22 ANNUAL FINANCIAL STATEMENTS	\$21,450.00
INV 426546	30/09/2022	COMPILATION OF STATEMENT OF FINANCIAL ACTIVITY - AUGUST 2022	\$2,530.00
INV 426543	30/09/2022	REVIEW AND LODGE AUGUST 2022 BAS	\$825.00
EFT54589	14/10/2022	MT BARNETT STORE PTY LTD	\$530.23
INV 561272	28/09/2022	2 NIGHTS' ACCOMMODATION - DOUBLE ROOM	\$380.00
INV 561275	28/09/2022	54.63L DIESEL FOR 10KW	\$150.23
EFT54637	21/10/2022	NATURE BY JJ AKA JEEVARAYAN RAO	\$240.00
INV KAPP22SALE	19/10/2022	SALE OF ARTWORK - FIRST LIGHT	\$240.00
EFT54592	14/10/2022	NGIYALI ROADHOUSE	\$372.63
INV 1272523	28/09/2022	159.31L UNLEADED PETROL FOR SMALL PLANT	\$372.63
EFT54646	21/10/2022	NINTEX PTY LTD	\$33,055.00
INV 63665	30/09/2022	PROMAPP-STANDARD AND PROMAPP STARTER PACK-ENTERPRISE	\$33,055.00
EFT54593	14/10/2022	NISBETS AUSTRALIA PTY LIMITED	\$30.36
INV 1535875	19/09/2022	SUPPLY KITCHEN EQUIPMENT FOR YOUTH CENTRE UPGRADE	\$30.36

EFT54673	29/10/2022	NORTH WEST DEFENCE ALLIANCE	\$5,000.00
INV INVOICE	17/10/2022	MEMBERSHIP RENEWAL 2022/23	\$5,000.00
EFT54527	07/10/2022	NORTH WEST LOCKSMITH	\$554.00
INV ITR-1316	09/09/2022	REPAIR DAMAGED LOCKS TO CHANGE ROOMS	\$230.00
INV ITR-1460	19/09/2022	RESTRICTED KEY CUT	\$324.00
EFT54674	29/10/2022	NORTH WEST LOCKSMITH	\$154.00
INV 26694	03/10/2022	RESTRICTED PADLOCK ABUS 83/45 KEYED TO SUIT KL183	\$79.00
INV ITR-1501	17/10/2022	3 X MF291 RESTRICTED KEY CUT FOR YOUTH CENTRE	\$75.00
EFT54500	07/10/2022	OFFICE NATIONAL BROOME (THE BOSS SHOP)	\$1,049.60
INV 1044686	31/08/2022	SERVICE CONTRACT/MONTHLY COPY AND PRINTING CHARGES	\$1,049.60
EFT54596	14/10/2022	OFFICE STAR	\$1,624.92
INV 59647	26/08/2022	SERVICE AGREEMENT FOR RICOH ID 643	\$509.52
INV 59759	05/09/2022	SERVICE AGREEMENT FOR RICOH IM C2000	\$929.50
INV 59974	03/10/2022	SERVICE AGREEMENT FOR RICOH IM C2000	\$185.90
EFT54640	21/10/2022	OPTEON PROPERTY GROUP PTY LTD	\$1,980.00
INV 15199053-1	17/10/2022	MARKET VALUATION AND REPORT OF AREAS 2 & 3, DERBY WHARF	\$1,980.00
EFT54594	14/10/2022	ORD AGRICULTURAL EQUIPMENT	\$4,383.79
INV OA13355	06/09/2022	SUPPLY VARIOUS FILTERS & BELTS	\$2,793.73
INV OA13281	20/09/2022	SUPPLY 1 REAR VIEW MIRROR AND 2 BELTS	\$282.58
INV OA13298	20/09/2022	SUPPLY 2X FAN AND HEX BOLT	\$1,307.48
EFT54597	14/10/2022	PARA MOBILITY PTY LTD	\$30,956.00
INV 13189	28/09/2022	POOL HOIST, PLATFORMS & MOUNTS	\$30,956.00
EFT54532	07/10/2022	PATRICIA LISA RILEY	\$1,554.86
INV ALLOW3009	30/09/2022	SEPTEMBER 2022 COUNCILLOR SITTING FEES	\$1,554.86
EFT54530	07/10/2022	PAUL BETAMBEAU	\$2,800.00
INV 1815	12/09/2022	REPAIR EXISTING FENCE AT APEX PARK	\$2,800.00
EFT54599	14/10/2022	PAUL FROMONT	\$500.00
INV PFR01	14/09/2022	FURNITURE PURCHASED TO BE USED IN SHIRE HOUSE	\$500.00
EFT54533	07/10/2022	PAUL LESLIE WHITE	\$1,554.86
INV ALLOW3009	30/09/2022	SEPTEMBER 2022 COUNCILLOR SITTING FEES	\$1,554.86
EFT54598	14/10/2022	PETER BUNWORTH	\$848.33
INV REIMB1909	19/09/2022	UTILITY SUBSIDY	\$848.33
EFT54531	07/10/2022	PETER JOHN MCCUMSTIE	\$2,861.67
INV ALLOW3009	30/09/2022	SEPTEMBER 2022 COUNCILLOR SITTING FEES	\$2,861.67
EFT54600	14/10/2022	POOL ROBOTICS PERTH	\$3,150.45
INV 22-00001538	27/09/2022	ROBOTIC CLEANER REPAIR	\$3,150.45
EFT54649	21/10/2022	PRITCHARD FRANCIS	\$6,182.00
INV 28131	30/09/2022	PROFESSIONAL SERVICES - FX POOL STRUCTURAL INSPECTION	\$6,182.00
EFT54677	29/10/2022	RECHARGE PETROLEUM	\$23,241.40
INV 00647212	11/10/2022	9996.00 LITRES DIESEL FUEL FOR DEPOT BOWSER	\$23,241.40
EFT54601	14/10/2022	RED SAND SPARES	\$5,518.05
INV 22-00001267	19/09/2022	SUPPLY 1X DRAIN COCK	\$15.05
INV 22-00001324	27/09/2022	SUPPLY 30 CTNS OF 250 BAGS ORANGE ROADSIDE LITTER	\$3,575.00
INV 22-00001278	03/10/2022	SUPPLY CASTROL COOLPLUS 50 COOLANT	\$1,928.00
EFT54678	29/10/2022	RED SAND SPARES	\$119.48

INV 22-00001367	11/10/2022	HYDRAULIC HOSE REPAIR	\$119.48
EFT54675	29/10/2022	RED TRIM MOTOR TRIMMING PTY LTD	\$1,386.00
INV 1477	13/10/2022	REBUILD/REPAIR SEAT & FIT CANVAS COVER	\$1,386.00
EFT54534	07/10/2022	ROCK'S AUTOMOTIVE SERVICES PTY LTD	\$585.00
INV 34413	16/09/2022	REAR TAIL LIGHT ASSEMBLY FOR 3KW	\$305.00
INV 34462	27/09/2022	1X TIMING BELT KIT FOR 3KW	\$280.00
EFT54539	07/10/2022	RONALD PIUS DELVIN	\$599.77
INV REIMB2809	28/09/2022	UTILITY SUBSIDY	\$599.77
EFT54537	07/10/2022	ROWENA MOUDA	\$1,554.86
INV ALLOW3009	30/09/2022	SEPTEMBER 2022 COUNCILLOR SITTING FEES	\$1,554.86
EFT54602	14/10/2022	ROYAL LIFE SAVING SOCIETY WA	\$1,077.10
INV 181920	03/10/2022	POOL RESCUE SUPPLIES	\$1,077.10
EFT54536	07/10/2022	RUVIMBO MUKUCHAMANO	\$272.67
INV REIMB1909	19/09/2022	UTILITY SUBSIDY	\$272.67
EFT54652	21/10/2022	SAMANTHIA WILD	\$20.82
INV REIMB0510	05/10/2022	REFUND OF EXTRA PAYMENT MADE FOR KAPP POSTAGE & INSURANCE	\$20.82
EFT54651	21/10/2022	SANDRA MOORE	\$590.00
INV REIMB1310	13/10/2022	BOND REFUND FOR HIRE OF CIVIC CENTRE	\$590.00
EFT54679	29/10/2022	SE RENTALS PTY LTD	\$185.90
INV KYLOW-FIRST	22/07/2022	RENTAL KYLOW FIRST PAYMENT	\$185.90
EFT54650	21/10/2022	SKIPPERS CLEANING SERVICES	\$11,528.00
INV 1506	30/09/2022	CLEANING OF VARIOUS DERBY OFFICES - SEPTEMBER 2022	\$10,560.00
INV 1512	04/10/2022	CLEANING OF 1 AND 3KNOWSLEY ST EAST	\$968.00
EFT54605	14/10/2022	SPINIFEX HOTEL	\$2,400.00
INV 52844	30/09/2022	ACCOMMODATION FOR RELIEF RANGER SERVICES	\$2,400.00
EFT54540	07/10/2022	SPORTSPOWER BROOME	\$599.80
INV 22-00025278	05/09/2022	SUPPLY 29X SHERRIN / BURLEY FOOTBALLS	\$599.80
EFT54604	14/10/2022	ST JOHN AMBULANCE BROOME	\$530.38
INV FAINV01011406	01/09/2022	FIRST AID SUPPLIES FOR VARIOUS SHIRE OFFICES	\$530.38
EFT54680	29/10/2022	STUART E FISHER	\$46.55
INV REIMB1210	12/10/2022	STAFF REIMBURSEMENT	\$46.55
EFT54541	07/10/2022	SUSAN STAFFORD	\$1,388.71
INV REIMB2392	23/09/2022	STAFF REIMBURSEMENT	\$635.71
INV REIMB2309	23/09/2022	STAFF REIMBURSEMENT	\$753.00
EFT54543	07/10/2022	TARUNDA SUPERMARKET	\$859.00
INV 30167184	19/09/2022	SUPPLIES FOR FX SCHOOL HOLIDAY PROGRAM	\$657.00
INV 10111327	19/09/2022	SUPPLY TELSTRA ESSENTIAL PRO 3 PHONE & SIM STARTER KIT	\$202.00
EFT54608	14/10/2022	TARUNDA SUPERMARKET	\$75.60
INV 1011273	24/08/2022	WATER FOR FX VISITOR CENTRE	\$75.60
EFT54682	29/10/2022	TARUNDA SUPERMARKET	\$147.10
INV 10119433	12/10/2022	FOOD SUPPLIES FOR BLUE LIGHT DISCO IN MULUDJA COMMUNITY	\$147.10
EFT54542	07/10/2022	TELSTRA CORPORATION	\$1,019.28
INV 4275260810	27/07/2022	SATELLITE PHONE BILL - JULY 2022	\$406.20
INV 1718873800	27/07/2022	SERVICES AND EQUIPMENT RENTAL TO 19/08/2022	\$74.94

INV 4275260810	27/08/2022	SATELLITE PHONE BILL - AUGUST 2022	\$406.20
INV 1718873800	27/08/2022	SERVICES AND EQUIPMENT RENTAL TO 19/09/2022	\$74.94
INV 4275260919	02/09/2022	MOBILE SERVICE - SEPTEMBER 2022	\$57.00
EFT54607	14/10/2022	TELSTRA CORPORATION	\$16,954.16
INV 0463459000	12/09/2022	LANDLINE AND INTERNET BILL - SEPTEMBER 2022	\$16,474.22
INV 4275260810	27/09/2022	SATELLITE PHONE BILL - SEPTEMBER 2022	\$405.00
INV 1718873800	27/09/2022	SERVICES AND EQUIPMENT RENTAL TO 19/10/2022	\$74.94
EFT54654	21/10/2022	TENILLE PARASILITI	\$439.57
INV REIMB0709	07/09/2022	STAFF REIMBURSEMENT	\$105.08
INV REIMB0510	05/10/2022	UTILITY SUBSIDY	\$334.49
EFT54574	14/10/2022	THE FITZROY RIVER LODGE	\$560.00
INV 324774	21/09/2022	STAFF ACCOMMODATION	\$280.00
INV 324775	21/09/2022	STAFF ACCOMMODATION	\$280.00
EFT54669	29/10/2022	THE PIER GROUP PTY LTD T/AS CS LEGAL	\$110.00
INV 031411	30/09/2022	PROFESSIONAL FEES RATES ARREARS	\$110.00
EFT54526	07/10/2022	THINK WATER BROOME	\$1,253.58
INV 22-00008176	20/09/2022	RETICULATION SUPPLIES	\$1,253.58
EFT54614	14/10/2022	TRAVIS HAYTO PHOTOGRAPHY	\$4,950.00
INV 3095	27/09/2022	PHOTOGRAPHY & VIDEOGRAPHY SERVICES FOR JULY / AUGUST 2022	\$4,950.00
EFT54522	07/10/2022	TUFFY'S PTY LTD T/A KIMBERLEY WASHROOM SERVICES	\$440.00
INV 8223	23/09/2022	SUPPLY AND SERVICE SANITARY - SEP 2022	\$440.00
EFT54585	14/10/2022	TUFFY'S PTY LTD T/A KIMBERLEY WASHROOM SERVICES	\$440.00
INV 8143	26/08/2022	SUPPLY AND SERVICE SANITARY UNITS - AUG 2022	\$440.00
EFT54609	14/10/2022	TYREPOWER DERBY	\$700.00
INV 116273	27/09/2022	2X MAXXIS 245/45ZR18, WHEEL ALIGNMENT & DISPOSAL	\$700.00
EFT54610	14/10/2022	VENDOR PANEL PTY LTD T/A VENDORPANEL	\$2,750.00
INV VP2722	13/09/2022	VENDOR PANEL ANALYTICS YEARLY SUBSCRIPTION	\$2,750.00
EFT54545	07/10/2022	VISION POWER PTY LTD	\$10,339.34
INV 14337	05/09/2022	INSPECT POWER SUPPLY TO CCTV CAMERAS AT NICHOLSON SQUARE & BP COLAC	\$429.00
INV 14338	05/09/2022	HARD WIRE WORKSHOP HOIST	\$3,548.27
INV 14339	05/09/2022	INSTALL LIGHTING IN WORKSHOP SEA CONTAINER	\$590.59
INV 14348	05/09/2022	TEST AND RESET FLOAT SWITCHES TO ACTIVATE FIRE PUMPS	\$396.00
INV 14358	05/09/2022	INSPECT & TEST POWER TO SECURITY CAMERAS AT FX REC CENTRE	\$396.00
INV 14344	05/09/2022	ISSUE ELECTRICAL SAFETY CERTIFICATE	\$388.63
INV 14341	05/09/2022	ISSUE ELECTRICAL SAFETY CERTIFICATE	\$465.85
INV 14342	05/09/2022	ISSUE ELECTRICAL SAFETY CERTIFICATE	\$380.05
INV 14347	05/09/2022	ISSUE ELECTRICAL SAFETY CERTIFICATE	\$264.00
INV 14345	05/09/2022	ISSUE ELECTRICAL SAFETY CERTIFICATE	\$264.00
INV 14346	05/09/2022	ISSUE ELECTRICAL SAFETY CERTIFICATE	\$264.00
INV 14356	06/09/2022	SUPPLY AND REPLACE CIRCUIT BREAKER - OVAL LIGHTS	\$2,952.95
EFT54611	14/10/2022	VISION POWER PTY LTD	\$3,680.73
INV 14392	11/09/2022	TEMP WIRE 3 PHASE HOIST	\$2,989.36
INV 14417	16/09/2022	REPLACE CEILING FAN WITH LIGHT IN FAMILY ROOM	\$223.87
INV 14453	23/09/2022	REPAIR BROKEN CABLE TO ACTIVATE WATER PARK	\$132.00

INV 14456	23/09/2022	REATTACH LIGHT FITTING IN RECEPTION	\$203.50
INV 14457	23/09/2022	TEST ALL CIRCUITS TO CONFIRM DISCONNECTION OF ELECTRICAL SUPPLY	\$132.00
EFT54683	29/10/2022	VISION POWER PTY LTD	\$339.35
INV 14533	18/10/2022	RECONNECT POWER SUPPLY TO CCTV CAMERA	\$143.00
INV 14534	18/10/2022	REPLACE DAMAGED GPO AND FAILED RCBO IN ENSUITE	\$196.35
EFT54656	29/10/2022	WATER CORPORATION	\$48,223.49
INV 9006973840	20/09/2022	24 LOCH ST, DERBY FOR 19/07/2022 TO 19/09/2022	\$1,134.62
INV 9006973875	20/09/2022	30 LOCH ST, DERBY FOR 19/07/2022 TO 19/09/2022	\$3,357.89
INV 9006973699	20/09/2022	3 LOCH ST, DERBY FOR 19/07/2022 TO 19/09/2022	\$729.47
INV 9006973891	20/09/2022	INFANT HEALTH CENTRE AT 36 LOCH ST, DERBY FOR 19/07/2022 TO 19/09/2022	\$49.38
INV 9006975053	20/09/2022	TOILETS AT 49-55 CLARENDON ST, DERBY FOR 19/07/2022 TO 19/09/2022	\$142.57
INV 9006985833	21/09/2022	MEDIUM STRIP ROAD VERGE AT 1 CLARENDON ST, DERBY FOR 20/07/2022 TO 20/09/2022	\$251.26
INV 9006985841	21/09/2022	MEDIUM STRIP GARDEN AT 1 CLARENDON ST, DERBY FOR 20/07/2022 TO 20/09/2022	\$467.10
INV 9009765414	21/09/2022	4A ROWELL CT, DERBY FOR 20/07/2022 TO 20/09/2022	\$268.85
INV 9009765422	21/09/2022	4B ROWELL CT, DERBY FOR 20/07/2022 TO 20/09/2022	\$295.15
INV 9017886750	21/09/2022	AMENITIES AT JETTY RD, DERBY FOR 19/07/2022 TO 20/09/2022	\$8.39
INV 9021175409	21/09/2022	1/20 CLARENDON ST, DERBY FOR 20/07/2022 TO 20/09/2022	\$391.71
INV 9021175433	21/09/2022	2/20 CLARENDON ST, DERBY FOR 20/07/2022 TO 20/09/2022	\$272.28
INV 9021175417	21/09/2022	3/20 CLARENDON ST, DERBY FOR 20/07/2022 TO 20/09/2022	\$368.68
INV 9021175425	21/09/2022	4/20 CLARENDON ST, DERBY FOR 20/07/2022 TO 20/09/2022	\$305.62
INV 9021175396	21/09/2022	5/20 CLARENDON ST, DERBY FOR 20/07/2022 TO 20/09/2022	\$322.57
INV 9006973883	21/09/2022	SWIMMING POOL AT 11 JOHNSTON ST, DERBY FOR 19/07/2022 TO 20/09/2022	\$6,830.03
INV 9021175329	21/09/2022	6/20 CLARENDON ST, DERBY FOR 20/07/2022 TO 20/09/2022	\$325.89
INV 9022168905	21/09/2022	20 CLARENDON ST, DERBY FOR 20/07/2022 TO 20/09/2022	\$122.74
INV 9006972290	21/09/2022	TOILETS AT JETTY RD, DERBY FOR 19/07/2022 TO 20/09/2022	\$3,484.94
INV 9006973904	21/09/2022	LIBRARY AT 30-34 LOCH ST, DERBY FOR 19/07/2022 TO 19/09/2022	\$387.82
INV 9006973947	21/09/2022	YOUTH CENTRE AT HARDMAN ST, DERBY FOR 19/07/2022 TO 19/09/2022	\$2,209.89
INV 9006978422	21/09/2022	11 HANSON ST, DERBY FOR 20/07/2022 TO 20/09/2022	\$497.15
INV 9006979679	21/09/2022	6-8 ROWELL CT, DERBY FOR 20/07/2022 TO 20/09/2022	\$2,220.82
INV 9006981517	23/09/2022	6 TOWER PL, DERBY FOR 23/07/2022 TO 23/09/2022	\$1,165.99
INV 9008757359	23/09/2022	8 KURRAJONG LOOP, DERBY FOR 21/07/2022 TO 21/09/2022	\$534.51
INV 9020549317	23/09/2022	19 WOOLLYBUTT CRN, DERBY (STRATA LOT 1) FOR 21/07/2022 TO 21/09/2022	\$395.55
INV 9008757615	23/09/2022	19 WOOLLYBUTT CRN, DERBY (STRATA LOT 2) FOR 21/07/2022 TO 21/09/2022	\$378.88
INV 9008757703	23/09/2022	4 WOOLLYBUTT CRN, DERBY FOR 21/07/2022 TO 21/09/2022	\$267.75
INV 9012616903	23/09/2022	14A (16) BLOODWOOD CR, DERBY FOR 21/07/2022 TO 21/07/2022	\$477.42
INV 9012616911	23/09/2022	14B BLOODWOOD CR, DERBY FOR 21/07/2022 TO 21/09/2022	\$612.82
INV 9016645795	23/09/2022	RESERVE AT 8 COOLIBAH WY, DERBY FOR 21/07/2022 TO 21/09/2022	\$2,259.98
INV 9017391459	23/09/2022	1/74 FALLON RD, FITZROY CROSSING FOR 22/07/2022 TO 22/09/2022	\$483.15
INV 9018685299	23/09/2022	RESERVE AT CORKWOOD CT, DERBY FOR 21/07/2022 TO 21/09/2022	\$1,141.18
INV 9018007711	23/09/2022	RESERVE AT PANDANAS WAY, DERBY FOR 21/07/2022 TO 21/09/2022	\$1,029.30
INV 9006974368	27/09/2022	TOILETS AT 153 LOCH ST, DERBY FOR 23/07/2022 - 23/09/2022	\$49.38

INV 9006984048	27/09/2022	DEPOT AT 1-7 MILLARD ST, DERBY FOR 23/07/2022 - 23/09/2022	\$199.05
INV 9006986051	27/09/2022	20A MACDONALD WY, FITZROY CROSSING FOR 23/07/2022 - 23/09/2022	\$326.61
INV 9006986414	27/09/2022	CENTRE AT 101 FALLON RD, FITZROY CROSSING FOR 23/07/2022 - 23/09/2022	\$848.40
INV 9006986481	27/09/2022	TOILETS AT FLYNN DR, FITZROY CROSSING FOR 23/07/2022 - 23/09/2022	\$2,128.52
INV 9006986908	27/09/2022	175L EMANUEL WY, FITZROY CROSSING FOR 23/07/2022 - 23/09/2022	\$162.60
INV 9006987783	27/09/2022	TOURIST BUREAU AT FLYNN DR, FITZROY CROSSING FOR 23/07/2022 - 23/09/2022	\$674.90
INV 9009945968	27/09/2022	13A HOLMAN ST, DERBY FOR 23/07/2022 - 23/09/2022	\$379.91
INV 9009945976	27/09/2022	13B HOLMAN ST, DERBY FOR 23/07/2022 - 23/09/2022	\$327.48
INV 9011140114	27/09/2022	TRICKLE IRRIGATION AT FORREST RD, FITZROY CROSSING FOR 23/07/2022 - 23/09/2022	\$48.96
INV 9011212376	27/09/2022	RESERVE AT STEEL ST, DERBY FOR 23/07/2022 - 23/09/2022	\$335.64
INV 9006974376	27/09/2022	SPORTS COMPLEX AT 153 LOCH ST, DERBY FOR 23/07/2022 - 23/09/2022	\$1,413.85
INV 9015670665	27/09/2022	20B MACDONALD WY, FITZROY CROSSING FOR 23/07/2022 - 23/09/2022	\$288.89
INV 9017391467	27/09/2022	2/74 FALLON RD, FITZROY CROSSING FOR 23/07/2022 - 23/09/2022	\$959.54
INV 9017391475	27/09/2022	3/74 FALLON RD, FITZROY CROSSING FOR 23/07/2022 - 23/09/2022	\$472.22
INV 9006976646	27/09/2022	LYTTON PARK 142 LOCH ST DERBY FOR 23/07/2022 - 23/09/2022	\$223.83
INV 9006978123	27/09/2022	CEMETERY AT 27017 WODEHOUSE ST, DERBY FOR 23/07/2022 - 23/09/2022	\$805.54
INV 9006981445	27/09/2022	7 TOWER PL, DERBY FOR 23/07/2022 - 23/09/2022	\$660.22
INV 9006981541	27/09/2022	2 WODEHOUSE ST, DERBY FOR 23/07/2022 - 23/09/2022	\$284.88
INV 9006983547	27/09/2022	63-65 ASHLEY ST, DERBY FOR 23/07/2022 - 23/09/2022	\$4,387.17
INV 9006983598	27/09/2022	53 ASHLEY ST, DERBY FOR 23/07/2022 - 23/09/2022	\$54.55
EFT54670	29/10/2022	WESTERN AUSTRALIAN LOCAL GOVERNMENT ASSOCIATION	\$3,295.00
INV SI-001974	03/10/2022	PEOPLE AND CULTURE SEMINAR	\$330.00
INV SI-002181	12/10/2022	WALGA 2022 REGISTRATION, AGM, GALA & BREAKFAST	\$2,965.00
EFT54571	14/10/2022	WESTLAKE SERVICES PTY LTD	\$4,158.00
INV 221002-01	02/10/2022	DEVELOPMENT OF FX AIRPORT ASSET MANAGEMENT PLAN	\$4,158.00
EFT54621	21/10/2022	WINC	\$1,824.84
INV 9040223939	01/09/2022	SUPPLY 5X 5PK ARCHIVE BOXES	\$90.59
INV 9040252456	05/09/2022	STATIONERY	\$1,447.20
INV 9040256679	06/09/2022	STATIONERY	\$24.06
INV 9040370925	19/09/2022	STATIONERY	\$184.10
INV 9040372317	19/09/2022	STATIONERY	\$78.89
EFT54547	07/10/2022	WINDSOCKS AUSTRALIA PTY LTD	\$602.80
INV 2685	09/09/2022	SUPPLY NEON YELLOW WINDSOCK WITH ATTACHMENTS	\$602.80
EFT54613	14/10/2022	WOOLWORTHS PTY LIMITED	\$355.55
INV 4516854	27/09/2022	JSHP - SPET/OCT WEEK 1 - FOOD AND SUPPLIES	\$97.94
INV 4516867	03/10/2022	JSHP - SPET/OCT WEEK 2 - FOOD AND SUPPLIES	\$117.17
INV 4516870	04/10/2022	JSHP - SPET/OCT WEEK 2 - FOOD AND SUPPLIES - TOP UP	\$140.44
EFT54655	21/10/2022	WOOLWORTHS PTY LIMITED	\$141.94
INV 4516862	29/09/2022	SEPT / OCT HOLIDAY PROGRAM SUPPLIES WK 1 TOP UP	\$141.94
EFT54612	14/10/2022	WURTH AUSTRALIA PTY LTD	\$924.55
INV 4320228666	21/09/2022	SUPPLY MISC. CONSUMABLES FOR DERBY DEPOT	\$924.55
		TOTAL	\$1,919,116.91

FEE PAYMENTS

PAYMENT ID	DATE	CREDITOR / INVOICE DETAILS	AMOUNT
937	24/10/2022	BAS4 - ATO - BAS PAYMENT - PAYG WITHHOLDING	\$72,079.00
937	04/10/2022	BAS4 - ATO - BAS PAYMENT - PAYG WITHHOLDING	\$498,337.00
937	24/10/2022	BAS6A - ATO - BAS PAYMENT - FBT INSTALMENT	\$25,826.00
937	17/10/2022	BEX - BPOINT FEES	\$43.25
523	01/10/2022	CBA - CBA POS FEE	\$5.00
523	01/10/2022	CBA - CBA POS FEE	\$63.00
937	03/10/2022	CMD - CHEQUE OR MERCHANT DEPOSITS FEE	\$11.40
937	03/10/2022	DOT - DOT PAYMENT	\$1,223.65
937	04/10/2022	DOT - DOT PAYMENT	\$855.35
937	05/10/2022	DOT - DOT PAYMENT	\$2,420.90
937	06/10/2022	DOT - DOT PAYMENT	\$2,366.95
937	07/10/2022	DOT - DOT PAYMENT	\$2,002.80
937	10/10/2022	DOT - DOT PAYMENT	\$2,743.30
937	11/10/2022	DOT - DOT PAYMENT	\$2,441.15
937	12/10/2022	DOT - DOT PAYMENT	\$1,695.30
937	13/10/2022	DOT - DOT PAYMENT	\$530.00
937	14/10/2022	DOT - DOT PAYMENT	\$945.95
937	17/10/2022	DOT - DOT PAYMENT	\$1,453.75
937	18/10/2022	DOT - DOT PAYMENT	\$1,456.45
937	19/10/2022	DOT - DOT PAYMENT	\$1,906.55
937	20/10/2022	DOT - DOT PAYMENT	\$2,307.00
937	21/10/2022	DOT - DOT PAYMENT	\$4,969.55
937	24/10/2022	DOT - DOT PAYMENT	\$1,097.75
937	25/10/2022	DOT - DOT PAYMENT	\$514.90
937	26/10/2022	DOT - DOT PAYMENT	\$1,073.85
937	27/10/2022	DOT - DOT PAYMENT	\$1,239.05
937	28/10/2022	DOT - DOT PAYMENT	\$2,816.55
937	31/10/2022	DOT - DOT PAYMENT	\$3,043.20
937	03/10/2022	EXC - EXCESS TRANSACTIONS FEE	\$19.95
937	03/10/2022	EXC - EXCESS TRANSACTIONS FEE	\$0.60
937	03/10/2022	EXC - EXCESS TRANSACTIONS FEE	\$102.00
937	03/10/2022	EXC - EXCESS TRANSACTIONS FEE	\$18.40
937	07/10/2022	EXC - EXCESS TRANSACTIONS FEE	\$77.00
937	07/10/2022	EXC - EXCESS TRANSACTIONS FEE	\$271.81
937	06/10/2022	GHA - GREYHOUND AUSTRALIA	\$2,467.00
937	13/10/2022	GHA - GREYHOUND AUSTRALIA	\$1,850.00
937	20/10/2022	GHA - GREYHOUND AUSTRALIA	\$3,366.00
937	27/10/2022	GHA - GREYHOUND AUSTRALIA	\$2,471.44
937	07/10/2022	IINET - IINET 225211599 (\$109.99)	\$109.99
937	03/10/2022	MER - MERCHANT FEES	\$29.95
937	03/10/2022	MER - MERCHANT FEES	\$32.00
937	03/10/2022	MER - MERCHANT FEES	\$270.18

937	03/10/2022	MER - MERCHANT FEES	\$711.89
937	03/10/2022	MER - MERCHANT FEES	\$1,378.20
937	06/10/2022	MER - MERCHANT FEES	\$588.50
DD20426.11	11/10/2022	AUSTRALIANSUPER	\$763.93
INV SUPER	11/10/2022	SUPERANNUATION	\$763.93
DD20477.1	07/10/2022	ANZ COMMERCIAL CARD SERVICES CENTRE	\$24,381.01
INV ANZ AOH	07/10/2022	CORPORATE CREDIT CARD: 15/08/2022 - 12/09/2022	\$14,290.49
INV ANZ WNE	07/10/2022	CORPORATE CREDIT CARD: 15/08/2022 - 12/09/2022	\$5,113.66
INV ANZ ATH	07/10/2022	CORPORATE CREDIT CARD: 15/08/2022 - 12/09/2022	\$2,466.61
INV ANZ CTM	07/10/2022	CORPORATE CREDIT CARD: 15/08/2022 - 12/09/2022	\$3,350.34
INV NOV - CREDITS	07/10/2022	CORPORATE CREDIT CARD: CREDITS RECEIVED	-\$840.09
DD20426.17	11/10/2022	AUSTRALIAN SUPER	\$5,611.93
INV SUPER	11/10/2022	SUPERANNUATION	\$4,532.07
INV DEDUCTION	11/10/2022	PAYROLL DEDUCTIONS	\$1,079.86
DD20426.1	11/10/2022	AWARE SUPER	\$27,338.41
INV SUPER	11/10/2022	SUPERANNUATION	\$21,960.30
INV DEDUCTION	11/10/2022	PAYROLL DEDUCTIONS	\$5,378.11
DD20426.7	11/10/2022	CBUS SUPERANNUATION	\$922.15
INV SUPER	11/10/2022	SUPERANNUATION	\$658.68
INV DEDUCTION	11/10/2022	PAYROLL DEDUCTIONS	\$263.47
DD20426.18	11/10/2022	COLONIAL FIRST STATE INVESTMENTS LIMITED	\$375.40
INV DEDUCTION	11/10/2022	PAYROLL DEDUCTIONS	\$91.56
INV SUPER	11/10/2022	SUPERANNUATION	\$283.84
DD20426.6	11/10/2022	ESSENTIAL SUPER	\$478.55
INV SUPER	11/10/2022	SUPERANNUATION	\$391.54
INV DEDUCTION	11/10/2022	PAYROLL DEDUCTIONS	\$87.01
DD20426.3	11/10/2022	FIRSTWRAP PLUS SUPER AND PENSION	\$1,178.51
INV SUPER	11/10/2022	SUPERANNUATION	\$841.79
INV DEDUCTION	11/10/2022	PAYROLL DEDUCTIONS	\$336.72
DD20426.20	11/10/2022	FORMULAE1 PTY LTD ATF ISAIAH4110 SUPERANNUATION FUND	\$348.39
INV DEDUCTION	11/10/2022	PAYROLL DEDUCTIONS	\$99.54
INV SUPER	11/10/2022	SUPERANNUATION	\$248.85
DD20426.2	11/10/2022	GUILD SUPER	\$257.38
INV SUPER	11/10/2022	SUPERANNUATION	\$257.38
DD20426.19	11/10/2022	HOST PLUS SUPERANNUATION FUND	\$2,979.25
INV DEDUCTION	11/10/2022	PAYROLL DEDUCTIONS	\$800.00
INV SUPER	11/10/2022	SUPERANNUATION	\$2,179.25
DD20426.12	11/10/2022	IOOF PORTFOLIO SERVICE SUPERANNUATION FUND	\$1,234.32
INV SUPER	11/10/2022	SUPERANNUATION	\$997.96
INV DEDUCTION	11/10/2022	PAYROLL DEDUCTIONS	\$236.36
DD20426.4	11/10/2022	MACQUARIE WRAP EMPLOYER SUPERANNUATION	\$394.05
INV SUPER	11/10/2022	SUPERANNUATION	\$394.05
DD20460.1	28/10/2022	MANAGED IT PTY LTD	\$6,615.18
INV 143324	01/10/2022	MANAGED SERVICES FOR OCTOBER 2022	\$6,615.18
DD20426.21	11/10/2022	MLC MASTERKEY SUPER	\$338.40

INV SUPER	11/10/2022	SUPERANNUATION	\$338.40
DD20426.9	11/10/2022	MLC SUPER FUND	\$359.86
INV SUPER	11/10/2022	SUPERANNUATION	\$359.86
DD20426.5	11/10/2022	Q SUPER	\$201.02
INV SUPER	11/10/2022	SUPERANNUATION	\$201.02
DD20426.16	11/10/2022	REST SUPERANNUATION	\$2,525.20
INV SUPER	11/10/2022	SUPERANNUATION	\$2,197.00
INV DEDUCTION	11/10/2022	PAYROLL DEDUCTIONS	\$328.20
DD20426.13	11/10/2022	SPIRIT SUPER	\$257.37
INV SUPER	11/10/2022	SUPERANNUATION	\$257.37
DD20426.8	11/10/2022	STUDENT SUPER PROFESSIONAL SUPER	\$257.38
INV SUPER	11/10/2022	SUPERANNUATION	\$257.38
DD20426.22	11/10/2022	SUNSUPER SUPERANNUATION FUND	\$890.06
INV SUPER	11/10/2022	SUPERANNUATION	\$890.06
DD20426.10	11/10/2022	SUPERESTATE	\$159.02
INV SUPER	11/10/2022	SUPERANNUATION	\$159.02
DD20426.14	11/10/2022	THE EQUIPSUPER SUPERANNUATION FUND	\$173.54
INV SUPER	11/10/2022	SUPERANNUATION	\$173.54
DD20462.1	21/10/2022	THE SHELL COMPANY OF AUSTRALIA LIMITED	\$3,498.21
INV FUEL - JUL21	30/09/2022	SHELL FUEL CARDS - SEPTEMBER 2022	\$3,498.21
DD20426.15	11/10/2022	THE TRUSTEE FOR SUPER RETIREMENT FUND SELECT SUPER	\$384.63
INV SUPER	11/10/2022	SUPERANNUATION	\$384.63
NET PAY	11/10/2022	PAYROLL	\$221,717.48
NET PAY	25/10/2022	PAYROLL	\$217,745.89
		TOTAL	\$1,170,620.03

**The Shire Of Derby / West Kimberley
ANZ Corporate Credit Card Reconciliation
Period Reporting: 15/08/2022 - 12/09/2022**

Card Holder : Amanda O'Halloran

Date	Transaction Description	GST (Y/N)	Amount (GST Excl)	GST	Amount (GST Incl)	Account	Receipt Provided	Comments
6/09/2022	CGL FUEL PTY LTD KUNUNURRA	Y	\$ 112.10	\$ 11.21	\$ 123.31	P226-261-2262	Yes	Fuel KW01
2/09/2022	Kimberley Country DB Derby	Y	\$ 186.35	\$ 18.64	\$ 204.99	121402070.2003	Yes	Safety Boots for the CEO
2/09/2022	WA LOCAL GOVERNMENT AS WEST LEEDERVI	Y	\$ 127.27	\$ 12.73	\$ 140.00	EX06-297-2100	Yes	CEO to attend WALGA Aboriginal Engagement a Reconciliation planning Workshop
29/08/2022	QANTAS AIRWAYS LTD (EC Mascot	Y	\$ 753.14	\$ 75.31	\$ 828.45	120401090.2100	Yes	Flights for Linda Evans - Local Government Week 2022 - WALGA Convention - October 2022
29/08/2022	ASSOCIATED ADVERTISI DARWIN	Y	\$ 420.01	\$ 42.00	\$ 462.01	120401090.2100	Yes	Registration for Linda Events - KPCA Conference 2022
29/08/2022	BWS LIQUOR/12 CARNARVON S BROOME	Y	\$ 71.82	\$ 7.18	\$ 79.00	193401010	Yes	Paid in error on SDWK CC. Invoice has been raised and paid to reimburse SDWK
27/08/2022	KMART 1359 BROOME	Y	\$ 57.27	\$ 5.73	\$ 63.00	B0003-298-2101	Yes	Derby admin office cutlery
29/08/2022	GULL BELVEDERE BELMONT	Y	\$ 23.22	\$ 2.32	\$ 25.54	EX08-261-2262	No	Fuel for Hire Car - CEO Public Sector Master Class
29/08/2022	NORTH REGIONAL TAFE BROOME	N	\$ 250.00	\$ 0	\$ 250.00	193401010	Yes	Credit for non attendance of 1 staff member due to COVID - Area Warden Training
25/08/2022	QBD THE BOOKSHOP BELMONT	Y	\$ 72.71	\$ 7.27	\$ 79.98	193401010	Yes	Management Professional Resources book for CEO
22/08/2022	SQ "KINNY TINT Djugun	Y	\$ 150.00	\$ 15.00	\$ 165.00	P140-297-2100	Yes	Window Tinting for 9KW
27/08/2022	EUROPCAR PREPAID TULLAMARINE	Y	\$ 512.97	\$ 51.30	\$ 564.27	EX08-297-2100	Yes	Hire car for Amanda Dexter Public Sector workplace culture master class
22/08/2022	CONFERENCE BY ARINEX SYDNEY	Y	\$ 227.27	\$ 22.73	\$ 250.00	120401040.2100	Yes	Conference Registration - Indian Ocean Defence and Security Conference - Geoff Haerewa
22/08/2022	WOOLWORTH/HS/131-135 LOCH S DERBY	Y	\$ 76.73	\$ 7.67	\$ 84.40	EP0025-297-2100	Yes	KMS/SDWK signing ceremony
19/08/2022	Spinifex Hotel Derby	Y	\$ 95.77	\$ 9.57	\$ 105.34	EP0025-297-2100	Yes	KMS/SDWK signing ceremony
22/08/2022	Vistaprint Australia PTY Derrimut	Y	\$ 67.17	\$ 6.72	\$ 73.89	120401150.2101	Yes	Business Card for NWDA Geoff Haerewa
17/08/2022	VIRGIN AUSTR7954400134841 BRISBANE	Y	\$ 2.73	\$ 0.27	\$ 3.00	EX08-297-2100	Yes	Flight for Neil Hartley 16/09/2022 BME-PTH
17/08/2022	VIRGIN AUSTR7952178974191 BRISBANE	Y	\$ 290.00	\$ 29.00	\$ 319.00	EX08-297-2100	Yes	Flight for Neil Hartley 16/09/2022 BME-PTH
18/08/2022	AMAZON MARKETPLACE AU SYDNEY SOUTH	Y	\$ 81.80	\$ 8.18	\$ 89.98	120402210.2101	Yes	Media equipment - Microphone
17/08/2022	DERBY VISITOR CENTRE DERBY	N	\$ 170.00	\$ 0	\$ 170.00	EP0025-297-2100	Yes	2x Long Table Dinner for Geoff Haerewa and partner (Sandy Moore)
17/08/2022	QANTAS AIRWAYS LTD (EC Mascot	Y	\$ 391.26	\$ 39.13	\$ 430.39	EX08-297-2100	Yes	Flight for Neil Hartley 16/09/2022 DBY - BME
17/08/2022	INK STATION MARRICKVILLE	Y	\$ 99.09	\$ 9.91	\$ 109.00	121402150.2101	Yes	Badgy Colour Ribbon and PVC Card Kit for 100 Prints - CBGP0001C @ \$109.00
17/08/2022	AVIAIR PTY LTD KUNUNURRA	Y	\$ 108.18	\$ 10.82	\$ 119.00	EX08-297-2100	Yes	Flight for Neil Hartley 12/09/2022 BME-DBY
17/08/2022	AVIAIR PTY LTD KUNUNURRA	Y	\$ 108.18	\$ 10.82	\$ 119.00	EX08-297-2100	Yes	Flight for Neil Hartley 12/09/2022 DBY-BME
17/08/2022	SHIRE OF DERBY WEST KI DERBY	N	\$ 760.20	\$ 0	\$ 760.20	P105, 103, 117, 57, 53, 17	Yes	Remake of Plates 7, 14, 15, 16, 20 and 31KW
17/08/2022	AMAZON MARKETPLACE AU SYDNEY SOUTH	Y	\$ 32.68	\$ 3.27	\$ 35.95	120402210.2101	Yes	Media equipment - Selfie Stick
17/08/2022	AMAZON MARKETPLACE AU SYDNEY SOUTH	Y	\$ 81.81	\$ 8.18	\$ 89.99	120402210.2101	Yes	Media equipment - Ring light
17/08/2022	SP JB HI-FI ONLINE SOUTHBANK	Y	\$ 4,166.31	\$ 416.63	\$ 4,582.94	120402210.2101	Yes	Media equipment - Drone, Phone and Gimbal
16/08/2022	QANTAS AIRWAYS LTD (EC Mascot	Y	\$ 1,223.77	\$ 122.38	\$ 1,346.15	120401090.2100	Yes	Flights for Geoff Haerewa - Landforce Conference - Perth to Brisbane - 4-9 October 2022
16/08/2022	QANTAS AIRWAYS LTD (EC Mascot	Y	\$ 548.89	\$ 54.89	\$ 603.78	EX08-297-2100	Yes	Flight Broome-Perth return Public Sector workplace culture master class CEO
16/08/2022	QANTAS AIRWAYS LTD (EC Mascot	Y	\$ 265.45	\$ 26.55	\$ 292.00	120401090.2100	Yes	Flights for Geoff Haerewa - Landforce Conference - Perth to Broome - 11 October 2023
16/08/2022	NORTH REGIONAL TAFE BROOME	N	\$ 1,000.00	\$ 0	\$ 1,000.00	AD06-297-2100	Yes	Attendance staff Area Warden Training
16/08/2022	WOOLWORTH/HS/131-135 LOCH S DERBY	Y	\$ 75.55	\$ 7.55	\$ 83.10	EP0025-298.2101	Yes	Morning Tea for Belinda Roberts last day (\$20.35 GST Inc & \$57.05 GST Free)
16/08/2022	T & K MIN'S PTY LTD DERBY	Y	\$ 35.00	\$ 3.50	\$ 38.50	EP0025-298.2101	Yes	Morning Tea for Belinda Roberts last day
10/08/2022	QANTAS AIRWAYS LTD (EC Mascot	Y	\$ 391.26	\$ 39.13	\$ 430.39	120401090.2100	Yes	Flight for G Haerewa - WALGA AGM and Local Government Convention - Sunday, 2 October 2022
10/08/2022	QANTAS AIRWAYS LTD (EC Mascot	Y	\$ 391.26	\$ 39.13	\$ 430.39	120401090.2100	Yes	Flight for G Haerewa - North West Defence Alliance - Sunday, 21 August 2022
TOTAL					\$ 14,040.49			

Card Holder : Wayne Neate

Date	Transaction Description	GST (Y/N)	Amount (GST Excl)	GST	Amount (GST Incl)	Account	Receipt Provided	Comments
5/09/2022	THE CAVENAGH HOTEL DARWIN	Y	\$ 1,818.18	\$ 181.82	\$ 2,000.00	120707090.2100	Yes	Accommodation AEH team
5/09/2022	DERBY BETTA HOME LIVIN DERBY	Y	\$ 45.41	\$ 4.54	\$ 49.95	80063-298-2101	Yes	Kettle for Coleman Centre \$49.95
2/09/2022	BROOME INTERNATIONAL BROOME	Y	\$ 87.27	\$ 8.73	\$ 96.00	120707090.2100	Yes	Parking for AEHU and EHO at conferencing training
1/09/2022	WESTERN AUSTRALI EAST PERTH	N	\$ 147.00	0	\$ 147.00	120502650.2100	Yes	Corporate Firearms Licence Payment
22/08/2022	SEEK AU 48938005 MELBOURNE	Y	\$ 315.00	\$ 31.50	\$ 346.50	120502050.2100	Yes	Advertisement: Senior Ranger
18/08/2022	ATRIUM HOTEL MANDURAH	Y	\$ 704.55	\$ 70.45	\$ 775.00	120707090.2100	Yes	Accommodation - Dean Graham - Mosquito Management Training Attendance
18/08/2022	POST DERBY LPO DE DERBY	N	\$ 384.00	0	\$ 384.00	120502120.2101	Yes	Programme 05 Law, Order & Public Safety - Sub Programme 0502 Animal Control
16/08/2022	QANTAS AIRWAYS LTD [EC Mascot	Y	\$ 733.37	\$ 73.34	\$ 806.71	120707090.2100	Yes	Flights - Dean Graham - Mosquito Management Training Attendance
18/08/2022	BAYSWATERCARRENTALWA BAYSWATER	N	-\$ 307.00	0	-\$ 307.00	193401010	Yes	Credit - Car Hire Bond for Eliza Gravett ROC Skills 2
15/08/2022	SEEK AU 48816676 MELBOURNE	Y	\$ 305.00	\$ 30.50	\$ 335.50	120502050.2100	Yes	Advertisement Smr Ranger
12/08/2022	Jila Cafe Derby	Y	\$ 157.27	\$ 15.73	\$ 173.00	120707650.2100	Yes	Dinner for AMRRIC and AEHU end of Dog Health Program
TOTAL					\$ 4,806.66			

Card Holder : Alan Thornton

Date	Transaction Description	GST (Y/N)	Amount (GST Excl)	GST	Amount (GST Incl)	Account	Receipt Provided	Comments
26/08/2022	GOLDLINE DISTRIBUTORS BROOME	N	-\$ 14.52	0	-\$ 14.52	193401010	Yes	Credit - Foods for Community Day with RAAF BBQ
26/08/2022	GOLDLINE DISTRIBUTORS BROOME	N	\$ 593.88	0	\$ 593.88	121107430.2101	Yes	Foods for Community Day with RAAF BBQ
26/08/2022	Vistaprint Australia PTY Derrimut	Y	\$ 1,418.08	\$ 141.80	\$ 1,559.88	120402150.2101	Yes	12 x new design pullup banners
25/08/2022	SHIRE OF DERBY WEST KI DERBY	Y	\$ 23.53	\$ 1.32	\$ 24.85	P849-297-2266	Yes	Trailer Registration KW2142[\$13.23 - GST Inc and \$11.62 GST Free]
23/08/2022	T & K MIN'S PTY LTD DERBY	N	\$ 288.00	0	\$ 288.00	121107430.2101	Yes	80 loaves of bread for community day with RAAF BBQ
TOTAL					\$ 2,452.09			

Card Holder : Christie Mildenhall

Date	Transaction Description	GST (Y/N)	Amount (GST Excl)	GST	Amount (GST Incl)	Account	Receipt Provided	Comments
9/09/2022	THE CAVENAGH HOTEL DARWIN	Y	\$ 909.09	\$ 90.91	\$ 1,000.00	120707090.2100	Yes	Accommodation AEH team
5/09/2022	Vistaprint Australia PTY Derrimut	Y	\$ 490.76	\$ 49.08	\$ 539.84	121102150.2101	Yes	New Membership cards, Toy Library Stickers, Inflatable rules magnet and Chlorine cylinder room custom signage
7/09/2022	OZWASHROOM MULGRAVE	Y	\$ 1,344.01	\$ 134.41	\$ 1,478.42	80045-298-2101	Yes	New baby change tables at Derby Memorial Pool
25/08/2022	NATIONAL SIGNS PTY LTD HELENSVALE	Y	\$ 301.89	\$ 30.19	\$ 332.08	121102870.2101	Yes	Emergency exit and assembly area signage
TOTAL					\$ 3,350.34			

TOTAL PURCHASES FOR ABOVE STATED PERIOD \$ 24,649.58

PAYMENTS AND OTHER CREDITS -\$ 571.52 *Credit Notes Received*

INTEREST CHARGES \$ -

CLOSING BALANCE \$ 25,221.10

-\$

840.09 Credits Received in the Month of October - reflected in the next statement

24,381.01 Direct Debit 07/10/2022

Australia and New Zealand Banking Group Limited (ANZ) ABN 11 005 357 522. Australian Credit Licence No. 234527.



ANZ BUSINESS ONE

STATEMENT PERIOD: 15/08/22 to 12/09/22

ACCOUNT NUMBER:

Cards Enquiries: 13 10 06 Lost/Stolen Cards: 1800 033 844

SHIRE OF DERBY WEST KIMBERLEY
SHIRE OF DERBY
THE DIRECTOR
C/O SHIRE OF DERBY
PO BOX 94
DERBY WA 6728

YOUR ANZ ACCOUNT SUMMARY

Opening Balance	\$9,279.89
Purchases, Cash Advances & Other Debits	\$25,221.10
Interest Charges	\$0.00
Payments & Other Credits	\$9,279.89
Closing balance	\$25,221.10

PAYMENT SUMMARY	
Monthly Payment	\$505.00
Due Date	07/10/2022
Minimum Amount Due	\$505.00

Account Credit Limit	\$50,000.00
Available Account Credit at Statement Date	\$24,778.90

YOUR PAYMENT OPTIONS


ANZ Internet Banking

www.anz.com Payments made after 10pm (EST) will be processed the next business day.


BPAY Payments - Biller Code 6007

BPAY payments from ANZ accounts made after 6pm (EST) will be processed the next business day. Check with your institution for cut-off times. Your bill reference number is your ANZ account number.


ANZ Phone Banking

13 22 73 Payments made after 10pm (EST) will be processed the next business day.


By Mail

Tear off this slip and mail to GPO BOX 607, Melbourne, VIC 3001


CardPay Direct

To ask about setting up a convenient direct debit payment please call 13 22 73.


Direct Credit via EFT

Payments to your Account can be made via Electronic Funds Transfer (EFT) from your nominated account.

Account Number

Account Name SHIRE OF DERBY

Amount Paid

Due Date 07/10/2022

ID00001-5082493007
XPR/P/10004-2099 13/10/201

ANZ BUSINESS ONE

ACCOUNT NUMBER:

Interest Rates

Purchases	Interest Rate 17.74% p.a (0.0486% daily)
Cash Advances	Interest Rate 19.24% p.a (0.0527% daily)

Opening Account Balance

\$9,279.89

Cardholder Name: WAYNE NEATE

Cardholder Number:

Spend Cap: \$5,000.00

Date	Description	Amount	Default GST*
12/08/2022	JILA CAFE DERBY	173.00	15.72
13/08/2022	BAYSWATERCARRENTALWA BAYSWATER	307.00CR	
15/08/2022	SEEK AU 48816676 MELBOURNE	335.50	30.50
16/08/2022	QANTAS AIRWAYS LTD (EC MASCOT	806.71	73.33
18/08/2022	POST DERBY LPO DE DERBY	384.00	34.90
18/08/2022	ATRIUM HOTEL MANDURAH	775.00	70.45
22/08/2022	SEEK AU 48938005 MELBOURNE	346.50	31.50
01/09/2022	WESTERN AUSTRALI EAST PERTH	147.00	13.36
02/09/2022	BROOME INTERNATIONAL BROOME	96.00	8.72
05/09/2022	DERBY BETTA HOME LWIN DERBY	49.95	4.54
05/09/2022	THE CAVENAGH HOTEL DARWIN	2,000.00	181.81
Sub-total		4,806.66	464.83

Cardholder Name: C MILDENHALL

Cardholder Number:

Spend Cap: \$5,000.00

Date	Description	Amount	Default GST*
25/08/2022	NATIONAL SIGNS PTY LTD HELENSVALE	332.08	30.18
30/08/2022	OZWASHROOM MULGRAVE	1,478.42	134.40
05/09/2022	VISTAPRINT AUSTRALIA PTY DERRIMUT	539.84	49.07

* The calculation is an estimate amount only and is not to be relied upon as an actual GST calculation.

Cheque Particulars: Proceeds not available until cleared. Please make cheques payable to ANZ. Do not staple, pin or fold your payment.

Drawer	Bank	Branch	Amount
			\$
			\$
			\$
Teller Stamp	Signature	Subtotal	\$
		Notes	\$
		Coins	\$
		Total	\$

ANZ BUSINESS ONE

ACCOUNT NUMBER:

Date	Description	Amount	Default GST*
05/09/2022	THE CAVENAGH HOTEL DARWIN	1,000.00	90.90
Sub-total		3,350.34	304.55

Cardholder Name: ALAN THORNTON

Cardholder Number:

Spend Cap: \$5,000.00

Date	Description	Amount	Default GST*
23/08/2022	T & K MIN'S PTY LTD DERBY	288.00	26.18
25/08/2022	SHIRE OF DERBY WEST KI DERBY	24.85	2.25
26/08/2022	VISTAPRINT AUSTRALIA PTY DERRIMUT	1,559.88	141.80
26/08/2022	GOLDLINE DISTRIBUTORS BROOME	593.88	53.98
26/08/2022	GOLDLINE DISTRIBUTORS BROOME	14.52CR	
Sub-total		2,452.09	224.21

Cardholder Name: AMANDA O'HALLORAN

Cardholder Number:

Spend Cap: \$50,000.00

Date	Description	Amount	Default GST*
10/08/2022	QANTAS AIRWAYS LTD (EC MASCOT	430.39	39.12
10/08/2022	QANTAS AIRWAYS LTD (EC MASCOT	430.39	39.12
16/08/2022	T & K MIN'S PTY LTD DERBY	38.50	3.50
16/08/2022	WOOLWORTHS/131-135 LOCHS DERBY	77.40	7.03
16/08/2022	NORTH REGIONAL TAFE BROOME	1,000.00	90.90
16/08/2022	QANTAS AIRWAYS LTD (EC MASCOT	292.00	26.54
16/08/2022	QANTAS AIRWAYS LTD (EC MASCOT	603.78	54.88
16/08/2022	QANTAS AIRWAYS LTD (EC MASCOT	1,346.15	122.37
17/08/2022	SP JB HI-FI ONLINE SOUTHBANK	4,582.94	416.63
17/08/2022	AMAZON MARKETPLACE AU SYDNEY SOUTH	89.99	8.18
17/08/2022	AMAZON MARKETPLACE AU SYDNEY SOUTH	35.95	3.26
17/08/2022	SHIRE OF DERBY WEST KI DERBY	760.20	69.10
17/08/2022	AVIAIR PTY LTD KUNUNURRA	119.00	10.81
17/08/2022	AVIAIR PTY LTD KUNUNURRA	119.00	10.81
17/08/2022	INK STATION MARRICKVILLE	109.00	9.90
17/08/2022	QANTAS AIRWAYS LTD (EC MASCOT	430.39	39.12
17/08/2022	DERBY VISITOR CENTRE DERBY	170.00	15.45
17/08/2022	AMAZON MARKETPLACE AU SYDNEY SOUTH	89.98	8.18
18/08/2022	VIRGIN AUSTR7952178974191 BRISBANE	319.00	29.00
18/08/2022	VIRGIN AUSTR7954400134841 BRISBANE	3.00	0.27
19/08/2022	VISTAPRINT AUSTRALIA PTY DERRIMUT	73.89	6.71
19/08/2022	SPINIFEX HOTEL DERBY	105.22	9.56
19/08/2022	WOOLWORTHS/131-135 LOCHS DERBY	78.77	7.16

* The calculation is an estimate amount only and is not to be relied upon as an actual GST calculation.

ANZ BUSINESS ONE

ACCOUNT NUMBER:

Date	Description	Amount	Default GST*
22/08/2022	CONFERENCE BY ARINEX SYDNEY	250.00	22.72
22/08/2022	EUROPCAR PREPAID TULLAMARINE	564.27	51.29
22/08/2022	SQ *KINNY TINT DJUGUN	165.00	15.00
25/08/2022	NORTH REGIONAL TAFE BROOME	250.00CR	
25/08/2022	QBD THE BOOKSHOP BELMONT	79.98	7.27
27/08/2022	GULL BELVEDERE BELMONT	25.54	2.32
27/08/2022	KMART 1359 BROOME	63.00	5.72
27/08/2022	BWS LIQUOR/12 CARNARVON S BROOME	79.00	7.18
29/08/2022	ASSOCIATED ADVERTISI DARWIN	462.01	42.00
29/08/2022	QANTAS AIRWAYS LTD (EC MASCOT	828.45	75.31
29/08/2022	WA LOCAL GOVERNMENT AS WEST LEEDERVI	140.00	12.72
31/08/2022	KIMBERLEY COUNTRY DB DERBY	204.99	18.63
06/09/2022	CGL FUEL PTY LTD KUNUNURRA	123.31	11.21
Sub-total		14,040.49	1,298.97

Account Number:

Date	Description	Amount	Default GST*
08/09/2022	AUTOREPAYMENT - THANK YOU	8,708.37CR	
Sub-total		8,708.37CR	

Total GST payable this statement* \$2,292.56

Closing Account Balance \$25,221.10**IMPORTANT MESSAGES**

YOUR AGREED PAYMENT WILL BE DEBITED FROM YOUR ACCOUNT ON 07/10/22
 ENSURE THAT YOUR ACCOUNT HAS SUFFICIENT FUNDS AT START OF BUSINESS ON YOUR DUE DATE AS SHOWN ON YOUR STATEMENT.
 FOR ADVICE ON YOUR TAX AFFAIRS, INCLUDING PREVIOUS REWARDS FEES CHARGED TO YOUR ACCOUNT, PLEASE CONSULT YOUR TAX
 ADVISER.
 ANY QUESTIONS: PLEASE CALL 1800 032 481, MONDAY TO FRIDAY, 8AM TO 8PM(AET)

* The calculation is an estimate amount only and is not to be relied upon as an actual GST calculation.

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7.2 STATEMENT OF FINANCIAL ACTIVITY - OCTOBER 2022

File Number: 5179

Author: Alan Thornton, Acting Director of Corporate Services

Responsible Officer: Amanda Dexter, Chief Executive Officer

Authority/Discretion: Information

SUMMARY

This report provides a summary of Council's financial position for the period ending 31 October 2022.

DISCLOSURE OF ANY INTEREST

Nil by Author or Responsible Officer.

BACKGROUND

Pursuant to section 6.4 of the *Local Government Act 1995* and regulation 34(4) of the *Local Government (Financial Management) Regulations 1996* (the Regulations), a Local Government is to prepare, on a monthly basis, a statement of financial activity that reports on the Shire's financial performance in relation to its adopted/amended budget.

The Shires Financial Reports are produced in accordance with the *Local Government Act 1995* and *Local Government (Financial Management) Regulations 1996* as amended. Regulation 34 of the *Local Government (Financial Management) Regulations 1996* requires that Local Governments produce a monthly statement of financial activity and such other supporting information as is considered relevant by the Local Government.

The Shires financial reporting framework provides Council, management and employees with a broad overview of the Shire's wide financial position.

STATUTORY ENVIRONMENT

In accordance with the *Local Government Act 1995* and *Local Government (Financial Management) Regulations 1996*, a Statement of Financial Activity is required to be presented to Council as a minimum requirement.

Section 6.4 of the *Local Government Act 1995* provides for the preparation of financial reports.

In accordance with Regulation 34 (5) of the *Local Government (Financial Management) Regulations 1996*, a report must be compiled on variances greater than the materiality threshold adopted by Council of \$30,000 or 10% whichever is the greater. As this report is composed at a program level, variance commentary considers the most significant items that comprise the variance.

POLICY IMPLICATIONS

F3 – Significant Accounting Policies

F4 – Sundry Debtors Collection

F5 – Outstanding Rates Collection

F13 – Reserve Accounts

F16 – Cash Flow Management

F17 – Investments

FINANCIAL IMPLICATIONS

Expenditure for the period ending has been incurred in accordance with the 2022/23 Annual Budget as adopted by Council at its meeting held 28 July 2022 (Minute No. 94/22 refers) budget parameters, which have been structured on financial viability and sustainability principles.

Details of any budget variation in excess of \$30,000 (year to date) follow. There are no other known events which may result in a material non-recoverable financial loss or financial loss arising from an uninsured event.

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
Financial:	Possible	Moderate	Medium	The completion of the Monthly Financial Activity Statement report is a control that monitors this risk

CONSULTATION

Internal consultation within the Corporate Services Department.

External consultation with Moore Stephens.

COMMENT

This is a monthly process advising Council of the current financial position of the Shire.

Financial integrity is essential to the operational viability of the Shire but also as the custodian of community assets and service provision. An ability to monitor and report on financial operations, activities and capital projects is imperative to ensure that financial risk is managed at acceptable levels of comfort.

The ability for the Shire to remain financially sustainable is a significant strategy for a region that is continually under pressure from the pastoral industry, private enterprise and State Government obligations for the ongoing development of infrastructure and services.

Any material variances are highlighted in the Operating Statement and included by way of note to the Operating Statement (as attached).

Attached to the Agenda is a copy of:

- Statement of Financial Activity by Nature and Type

Notes related to –

- Significant Accounting Policies
- Net Current Financial Position
- Capital – Acquisition, Funding and Disposal
- Cash and Investments
- Budget Amendments
- Trust Fund Movements
- Material Variances
- Grants and Contributions
- Rating Information
- Cash Backed Reserves
- Receivables
- Payables; and
- Summary Graphs.

Comments are required for variances that are more than 10% of budget or \$30,000 whichever is the greater.

Note: At the time of preparing the attached financials the Annual Financial Report has not been finalised and therefore the surplus from 2021/22, as displayed, may change due to year end and audit adjustments.

VOTING REQUIREMENT

Simple majority

ATTACHMENTS

1. Management Information Report - 31 October 2022
2. Monthly Financial Statements - 31st October 2022

COMMITTEE RESOLUTION AC111/22

Moved: Cr Peter McCumstie

Seconded: Cr Geoff Haerewa

That the Audit Committee recommends that Council:

1. **RECEIVES the Monthly Financial Management Report incorporating the Statement of Financial Activity for the period ending 31st October 2022.**

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

Against: Nil

CARRIED 3/0

Management Information Report**Period Ending 31 October 2022****MANAGEMENT COMMENTS**

Issue	Priority	Management Comments
Although we acknowledge a significant provision for impairment exists, the debtors aged trial balance includes invoices totalling \$250,050 outstanding for over 90 days, and debtors with credit balances totalling \$56,716.	Medium	Outstanding debts are being reviewed as a priority and have been identified as debts under negotiation, currently in liquidation process, on payment arrangement with the Shire, or have been sent to CS Legal for further legal action.
Depreciation has not been processed in 2022/23.	Low	Pending completion of 2021/22 Annual Financial Report
At the time of preparing the attached Statement of Financial Activity, the Annual Financial Report for 30 June 2022 has not been finalised, therefore the closing surplus may change from the current \$9,915,894 due to year end and audit adjustments.	Low	Pending completion of 2021/22 Annual Financial Report



9 November 2022

Mrs Amanda Dexter
Chief Executive Officer
Shire Of Derby/West Kimberley
PO Box 94
DERBY WA 6728

Moore Australia

Level 15, Exchange Tower,
2 The Esplanade, Perth, WA 6000
PO Box 5785, St Georges Terrace, WA
6831

T +61 8 9225 5355
F +61 8 9225 6181

www.moore-australia.com.au

Dear Amanda

ACCOUNTING SERVICE INFORMATION REPORT FOR THE PERIOD ENDED 31 OCTOBER 2022

We advise we have completed the compilation of your statutory monthly statement of financial activity (by nature or type) and monthly financial report for the month ended 31 October 2022 and enclose this with our compilation report.

We are required under APES 315 *Compilation of Financial Information* to report certain matters in our compilation report. Other matters which arise during the course of our compilation that we wish to bring to your attention are raised in this report.

It should be appreciated, our procedures are designed primarily to enable us to compile the monthly financial report and therefore may not bring to light all weaknesses in systems and procedures, or all financial matters of interest to management and council, which may exist. However, we aim to use our knowledge of the shire's financial operations gained during our work to make comments and suggestions, which, we hope, will be useful to you.

Please note in order to meet legislative requirements, details and explanations of the material variances between the year to date actuals and year to date budget need to be completed by shire staff, as required by *Local Government (Financial Management) Regulation 34(1) (d)*.

COMMENTS/SUGGESTIONS

Attached is a list of comments/suggestions derived from compiling the monthly financial report and other end of month review services.

MATTERS FOR MANAGEMENT ATTENTION:

Please complete the monthly financial report by completing Note 14 – Explanation of Material Variances by providing a comment for each item where the council's year to date budget and year to date actual are over the variance threshold. These items are indicated with a ▼ or ▲.

In the management information report which follows, we have raised matters we wish to draw to management's attention.

Should you wish to discuss any matter relating to our service or any other matter, please do not hesitate to contact us.

Yours sincerely

Russell Barnes
Director
Moore Australia (WA) Pty Ltd

Moore Australia (WA) Pty Ltd trading as agent – ABN 99 433 544 961.
An independent member of Moore Global Network Limited - members in principal cities throughout the world.
Liability limited by a scheme approved under Professional Standards Legislation.

**Shire of Derby/West Kimberley
Management Information Report**

**Period Ending
31 October 2022**

Topic	Item	First Identified	Explanation	Action Required	Priority
Subsidiary ledgers	Outstanding	October 2022	Although we acknowledge a significant provision for impairment exists, the debtors aged trial balance includes invoices totalling \$250,050 outstanding for over 90 days, and debtors with credit balances totalling \$56,716.	We recommend reviewing overdue debtors collection procedures to ensure debtors outstanding for over 30 days are subject to regular review and reminder notices are issued to improve the collection rate. We recommend debtors with credit balances be investigated and remedied.	Medium
Operating expenditure	Depreciation	October 2022	Depreciation has not been processed in 2022/23.	When the 2021/22 Annual Financial Statements have been finalised depreciation will be processed.	Low
Funding Surplus	Opening Surplus	October 2022	At the time of preparing the attached Statement of Financial Activity, the Annual Financial Report for 30 June 2022 has not been finalised, therefore the closing surplus may change from the current \$9,915,894 due to year end and audit adjustments.	None required.	Low

Approval:  Russell Barnes, Director

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Date of Issue: 9 November 2022

**Moore Australia**

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9 November 2022

Mrs Amanda Dexter
Chief Executive Officer
Shire of Derby/West Kimberley
PO Box 94
DERBY WA 6728

Dear Amanda

COMPILATION REPORT TO THE SHIRE OF DERBY/WEST KIMBERLEY

We have compiled the accompanying local government special purpose financial statements of the Shire of Derby/West Kimberley, which comprise the statement of financial activity (by nature or type), a summary of significant accounting policies and other explanatory notes for the period ending 31 October 2022. The monthly financial report has been compiled to meet compliance with the *Local Government Act 1995* and associated regulations.

THE RESPONSIBILITY OF THE SHIRE OF DERBY/WEST KIMBERLEY

The Shire of Derby/West Kimberley are solely responsible for the information contained in the special purpose financial statements and are responsible for the maintenance of an appropriate accounting system in accordance with the relevant legislation.

OUR RESPONSIBILITY

On the basis of information provided by the Shire of Derby/West Kimberley we have compiled the accompanying special purpose financial statements in accordance with the requirements of the *Local Government Act 1995*, associated regulations and APES 315 *Compilation of Financial Information*.

Our procedures use accounting expertise to collect, classify and summarise the financial information, which the Shire of Derby/West Kimberley provided, in compiling the financial report. Our procedures do not include verification or validation procedures. No audit or review has been performed and accordingly no assurance is expressed.

The local government special purpose financial statements were compiled exclusively for the benefit of the Shire of Derby/West Kimberley. We do not accept responsibility to any other person for the contents of the special purpose financial statements.

A handwritten signature in black ink, appearing to read 'Russell Barnes'.

Russell Barnes
Director
Moore Australia (WA) Pty Ltd

Moore Australia (WA) Pty Ltd trading as agent – ABN 99 433 544 961.
An independent member of Moore Global Network Limited - members in principal cities throughout the world.
Liability limited by a scheme approved under Professional Standards Legislation.

SHIRE OF DERBY-WEST KIMBERLEY
MONTHLY FINANCIAL REPORT
(Containing the Statement of Financial Activity)
For the period ending 31 October 2022

LOCAL GOVERNMENT ACT 1995
LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996

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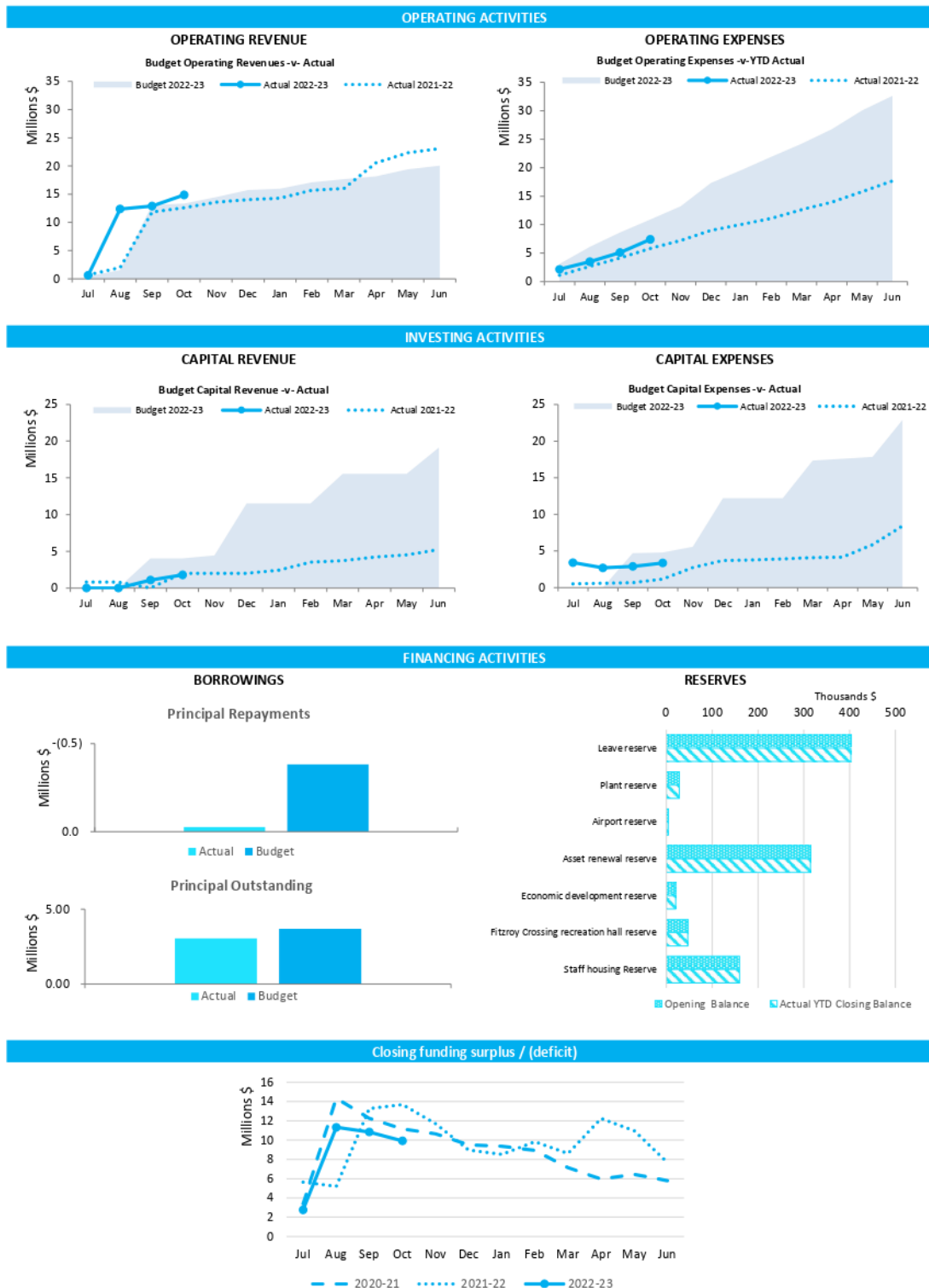
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Please refer to the compilation report

SHIRE OF DERBY-WEST KIMBERLEY | 1

**MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDED 31 OCTOBER 2022**

SUMMARY INFORMATION - GRAPHS



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

Please refer to the compilation report

SHIRE OF DERBY-WEST KIMBERLEY | 2

**MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDED 31 OCTOBER 2022**

EXECUTIVE SUMMARY

Funding surplus / (deficit) Components

	Funding surplus / (deficit)			
	Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
Opening	\$7.67 M	\$7.67 M	\$4.18 M	(\$3.49 M)
Closing	\$2.68 M	\$12.31 M	\$9.92 M	(\$2.39 M)

Refer to Statement of Financial Activity

Cash and cash equivalents		
	\$8.85 M	% of total
Unrestricted Cash	\$7.88 M	89.0%
Restricted Cash	\$0.98 M	11.0%

Refer to Note 2 - Cash and Financial Assets

Payables		
	\$2.38 M	% Outstanding
Trade Payables	\$1.31 M	
0 to 30 Days		52.9%
Over 30 Days		47.2%
Over 90 Days		23.7%

Refer to Note 5 - Payables

Receivables		
	\$2.78 M	% Collected
Rates Receivable	\$3.35 M	62.4%
Trade Receivable	\$2.78 M	% Outstanding
Over 30 Days		13.4%
Over 90 Days		8.5%

Refer to Note 3 - Receivables

Key Operating Activities

Amount attributable to operating activities			
Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
(\$4.89 M)	\$5.34 M	\$7.34 M	\$2.00 M

Refer to Statement of Financial Activity

Rates Revenue		
YTD Actual	\$8.60 M	% Variance
YTD Budget	\$8.59 M	0.1%

Refer to Statement of Financial Activity

Operating Grants and Contributions		
YTD Actual	\$1.74 M	% Variance
YTD Budget	\$1.62 M	7.4%

Refer to Note 10 - Operating Grants and Contributions

Fees and Charges		
YTD Actual	\$3.31 M	% Variance
YTD Budget	\$3.28 M	0.7%

Refer to Statement of Financial Activity

Key Investing Activities

Amount attributable to investing activities			
Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
(\$1.19 M)	(\$0.70 M)	(\$1.58 M)	(\$0.88 M)

Refer to Statement of Financial Activity

Proceeds on sale		
YTD Actual	\$0.00 M	%
Amended Budget	\$0.00 M	

Refer to Note 5 - Disposal of Assets

Asset Acquisition		
YTD Actual	\$3.36 M	% Spent
Amended Budget	\$24.33 M	13.8%

Refer to Note 6 - Capital Acquisitions

Capital Grants		
YTD Actual	\$1.78 M	% Received
Amended Budget	\$23.13 M	7.7%

Refer to Note 6 - Capital Acquisitions

Key Financing Activities

Amount attributable to financing activities			
Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
\$1.09 M	\$0.00 M	(\$0.03 M)	(\$0.03 M)

Refer to Statement of Financial Activity

Borrowings	
Principal repayments	\$0.03 M
Interest expense	\$0.02 M
Principal due	\$3.04 M

Refer to Note 7 - Borrowings

Reserves	
Reserves balance	\$0.98 M
Interest earned	\$0.00 M

Refer to Note 8 - Cash Reserves

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

Please refer to the compilation report

SHIRE OF DERBY-WEST KIMBERLEY | 3

KEY TERMS AND DESCRIPTIONS**FOR THE PERIOD ENDED 31 OCTOBER 2022****REVENUE****RATES**

All rates levied under the *Local Government Act 1995*. Includes general, differential, specified area rates, minimum rates, interim rates, back rates, ex-gratia rates, less discounts and concessions offered. Excludes administration fees, interest on instalments, interest on arrears, service charges and sewerage rates.

OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS

Refers to all amounts received as grants, subsidies and contributions that are not non-operating grants.

NON-OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS

Amounts received specifically for the acquisition, construction of new or the upgrading of identifiable non financial assets paid to a local government, irrespective of whether these amounts are received as capital grants, subsidies, contributions or donations.

REVENUE FROM CONTRACTS WITH CUSTOMERS

Revenue from contracts with customers is recognised when the local government satisfies its performance obligations under the contract.

FEES AND CHARGES

Revenues (other than service charges) from the use of facilities and charges made for local government services, sewerage rates, rentals, hire charges, fee for service, photocopying charges, licences, sale of goods or information, fines, penalties and administration fees. Local governments may wish to disclose more detail such as rubbish collection fees, rental of property, fines and penalties, and other fees and charges.

SERVICE CHARGES

Service charges imposed under *Division 6 of Part 6 of the Local Government Act 1995*. *Regulation 54 of the Local Government (Financial Management) Regulations 1996* identifies these as television and radio broadcasting, underground electricity and neighbourhood surveillance services. Exclude rubbish removal charges.

INTEREST EARNINGS

Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.

OTHER REVENUE / INCOME

Other revenue, which can not be classified under the above headings, includes dividends, discounts, rebates, reimbursements etc.

PROFIT ON ASSET DISPOSAL

Excess of assets received over the net book value for assets on their disposal.

NATURE OR TYPE DESCRIPTIONS**EXPENSES****EMPLOYEE COSTS**

All costs associated with the employment of person such as salaries, wages, allowances, benefits such as vehicle and housing, superannuation, employment expenses, removal expenses, relocation expenses, worker's compensation insurance, training costs, conferences, safety expenses, medical examinations, fringe benefit tax, etc.

MATERIALS AND CONTRACTS

All expenditures on materials, supplies and contracts not classified under other headings. These include supply of goods and materials, legal expenses, maintenance agreements, communication expenses, advertising expenses, membership, periodicals, publications, hire expenses, rental, postage and freight etc. Local governments may wish to disclose more detail such as contract services, consultancy, information technology, rental or lease expenditures.

UTILITIES (GAS, ELECTRICITY, WATER)

Expenditures made to the respective agencies for the provision of power, gas or water. Exclude expenditures incurred for the reinstatement of roadwork on behalf of these agencies.

INSURANCE

All insurance other than worker's compensation and health benefit insurance included as a cost of employment.

LOSS ON ASSET DISPOSAL

Shortfall between the value of assets received over the net book value for assets on their disposal.

DEPRECIATION ON NON-CURRENT ASSETS

Depreciation expense raised on all classes of assets. Excluding Land.

INTEREST EXPENSES

Interest and other costs of finance paid, including costs of finance for loan debentures, overdraft accommodation and refinancing expenses.

OTHER EXPENDITURE

Statutory fees, taxes, allowance for impairment of assets, member's fees or State taxes. Donations and subsidies made to community groups.

Please refer to the compilation report

SHIRE OF DERBY-WEST KIMBERLEY | 4

STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 OCTOBER 2022

BY NATURE OR TYPE

	Ref	Amended Budget	YTD Budget	YTD Actual	Variance \$	Variance % ((c) - (b))/(b)	Var.
	Note	(a)	(b)	(c)	(c) - (b)	(b)/(b)	
		\$	\$	\$	\$	%	
Opening funding surplus / (deficit)	1(c)	7,668,065	7,668,065	4,177,971	(3,490,094)	(45.51%)	▼
Revenue from operating activities							
Rates		8,588,437	8,588,437	8,599,437	11,000	0.13%	
Operating grants, subsidies and contributions	10	6,015,895	1,621,211	1,740,978	119,767	7.39%	
Fees and charges		5,003,258	3,283,667	3,306,355	22,688	0.69%	
Interest earnings		188,912	89,965	83,281	(6,684)	(7.43%)	
Other revenue		779,155	272,137	1,144,738	872,601	320.65%	▲
		20,575,657	13,855,417	14,874,789	1,019,372	7.36%	
Expenditure from operating activities							
Employee costs		(11,936,453)	(3,978,921)	(3,110,943)	867,978	21.81%	▲
Materials and contracts		(10,541,716)	(3,406,224)	(2,666,534)	739,690	21.72%	▲
Utility charges		(911,688)	(277,359)	(256,676)	20,683	7.46%	
Depreciation on non-current assets		(7,131,200)	(2,377,066)	0	2,377,066	100.00%	▲
Interest expenses		(102,989)	(25,722)	(7,320)	18,402	71.54%	
Insurance expenses		(1,342,900)	(580,764)	(1,273,693)	(69,229)	(119.31%)	▼
Other expenditure		(633,708)	(250,595)	(89,970)	160,625	64.10%	▲
		(32,600,654)	(10,896,651)	(7,405,136)	3,491,515	(32.04%)	
Non-cash amounts excluded from operating activities	1(a)	7,131,200	2,377,066	(130,237)	(2,507,303)	(105.48%)	▼
Amount attributable to operating activities		(4,893,797)	5,335,832	7,339,416	2,003,584	37.55%	
Investing activities							
Proceeds from non-operating grants, subsidies and contributions	11	23,134,525	4,010,893	1,782,761	(2,228,132)	(55.55%)	▼
Payments for property, plant and equipment and infrastructure	6	(24,326,132)	(4,709,071)	(3,358,957)	1,350,114	28.67%	▲
Amount attributable to investing activities		(1,191,607)	(698,178)	(1,576,196)	(878,018)	125.76%	
Financing Activities							
Proceeds from new debentures	7	1,000,000	0	0	0	0.00%	
Transfer from reserves	8	474,476	0	0	0	0.00%	
Repayment of debentures	7	(381,779)	0	(25,297)	(25,297)	0.00%	
Amount attributable to financing activities		1,092,697	0	(25,297)	(25,297)	0.00%	
Closing funding surplus / (deficit)	1(c)	2,675,358	12,305,719	9,915,894	(2,389,825)	19.42%	▼

KEY INFORMATION

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

Refer to Note 14 for an explanation of the reasons for the variance.

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

**MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDED 31 OCTOBER 2022**

BASIS OF PREPARATION

BASIS OF PREPARATION

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

Local Government Act 1995 requirements

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

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

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

THE LOCAL GOVERNMENT REPORTING ENTITY

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

All monies held in the Trust Fund are excluded from the financial statements. A separate statement of those monies appears at Note 12 to these financial statements.

SIGNIFICANT ACCOUNTING POLICIES

CRITICAL ACCOUNTING ESTIMATES

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

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

Actual results may differ from these estimates.

The balances, transactions and disclosures impacted by accounting estimates are as follows:

- estimation of fair values of certain financial assets
- estimation of fair values of fixed assets shown at fair value
- impairment of financial assets

GOODS AND SERVICES TAX

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

ROUNDING OFF FIGURES

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

PREPARATION TIMING AND REVIEW

Date prepared: All known transactions up to 08 November 2022

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 OCTOBER 2022**

(a) Non-cash items excluded from operating activities

The following non-cash revenue and expenditure has been excluded from operating activities within the Statement of Financial Activity in accordance with *Financial Management Regulation 32*.

	Notes	Amended Budget	YTD Budget (a)	YTD Actual (b)
Non-cash items excluded from operating activities		\$	\$	\$
Adjustments to operating activities				
Movement in other provisions (non-current)		0	0	(130,237)
Add: Depreciation on assets		7,131,200	2,377,066	0
Total non-cash items excluded from operating activities		7,131,200	2,377,066	(130,237)

(b) Adjustments to net current assets in the Statement of Financial Activity

The following current assets and liabilities have been excluded from the net current assets used in the Statement of Financial Activity in accordance with *Financial Management Regulation 32* to agree to the surplus/(deficit) after imposition of general rates.

		Amended Budget Opening 30 June 2022	Last Year Closing 30 June 2022	Year to Date 31 October 2022
Adjustments to net current assets				
Less: Reserves - restricted cash	8	(975,801)	(975,800)	(975,800)
Add: Borrowings	7	0	381,779	334,371
Add: Provisions employee related provisions	9	402,441	402,441	402,441
Total adjustments to net current assets		(573,360)	(191,580)	(238,988)

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

Current assets				
Cash and cash equivalents	2	11,335,343	11,335,343	8,854,221
Rates receivables	3	1,312,090	1,372,036	3,346,135
Receivables	3	1,026,287	838,640	2,782,087
Other current assets	4	60,573	49,353	69,332
Less: Current liabilities				
Payables	5	(4,234,970)	(6,658,162)	(2,376,642)
Borrowings	7	0	(381,779)	(334,371)
Other liabilities	9	(679,631)	(1,494,366)	(1,494,366)
Provisions	9	(578,267)	(691,514)	(691,514)
Less: Total adjustments to net current assets	1(b)	(573,360)	(191,580)	(238,988)
Closing funding surplus / (deficit)		7,668,065	4,177,971	9,915,894

CURRENT AND NON-CURRENT CLASSIFICATION

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

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 OCTOBER 2022

OPERATING ACTIVITIES
NOTE 2
CASH AND FINANCIAL ASSETS

Description	Classification	Unrestricted	Restricted	Total Cash	Trust	Institution	Interest Rate	Maturity Date
		\$	\$	\$	\$			
Cash On Hand	Cash and cash equivalents	1,750	0	1,750	0	Cash on Hand	Nil	Nil
Municipal Bank Account	Cash and cash equivalents	5,775,487	0	5,775,487	0	ANZ	Variable	Nil
CBA Bank Acc - Fitzroy Deposits	Cash and cash equivalents	119,659	0	119,659	0	CBA	Nil	Nil
Municipal Investment Account	Cash and cash equivalents	1,981,525	0	1,981,525	0	ANZ	Variable	Nil
Reserve Bank Account	Cash and cash equivalents	0	975,800	975,800	0	ANZ	0.75%	Nov-22
Trust Cash at Bank	Cash and cash equivalents	0	0	0	295,981	ANZ	Nil	Nil
Total		7,878,421	975,800	8,854,221	295,981			
Comprising								
Cash and cash equivalents		7,878,421	975,800	8,854,221	295,981			
		7,878,421	975,800	8,854,221	295,981			

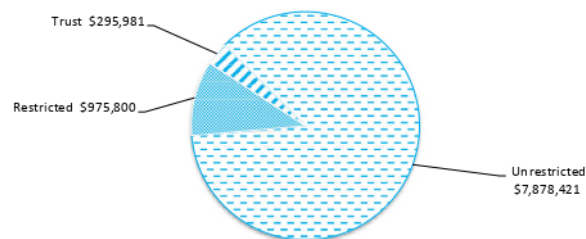
KEY INFORMATION

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

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

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

Financial assets at amortised cost held with registered financial institutions are listed in this note other financial assets at amortised cost are provided in Note 4 - Other assets.



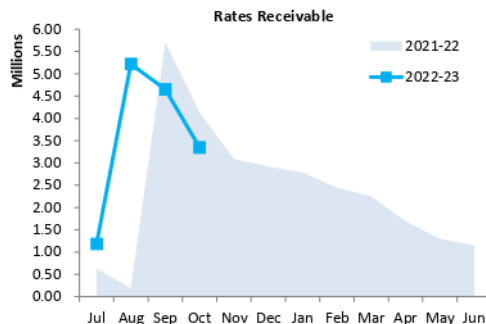
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SHIRE OF DERBY-WEST KIMBERLEY | 8

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 OCTOBER 2022

OPERATING ACTIVITIES
NOTE 3
RECEIVABLES

Rates receivable	30 Jun 2022	31 Oct 2022
	\$	\$
Opening rates arrears	2,274,863	1,372,036
Levied	7,626,940	8,599,437
Less - collections	(8,529,767)	(6,219,031)
Gross rates collectable	1,372,036	3,752,442
Allowance for impairment of rates receivable	(406,307)	(406,307)
Net rates collectable	965,729	3,346,135
% Collected	86.1%	62.4%



Receivables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$		\$	\$	\$	\$
Receivables - general	(56,716)	2,618,708	58,997	85,010	250,050	2,956,049
Percentage	(1.9%)	88.6%	2%	2.9%	8.5%	
Balance per trial balance						
Sundry receivable						2,956,049
GST receivable						198,722
Allowance for impairment of receivables from contracts with customers						(374,162)
Rates pensioner rebates						1,478
Total receivables general outstanding						2,782,087

Amounts shown above include GST (where applicable)

KEY INFORMATION

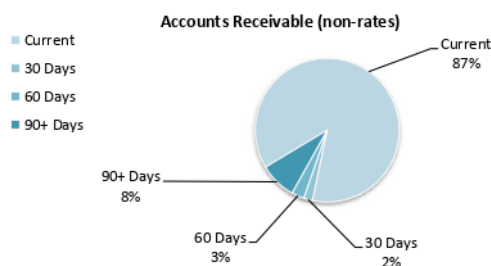
Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business.

Trade receivables are recognised at original invoice amount less any allowances for uncollectable amounts (i.e. impairment). The carrying amount of net trade receivables is equivalent to fair value as it is due for settlement within 30 days.

Classification and subsequent measurement

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

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



Please refer to the compilation report

SHIRE OF DERBY-WEST KIMBERLEY | 9

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 OCTOBER 2022

OPERATING ACTIVITIES
NOTE 4
OTHER CURRENT ASSETS

	Opening Balance 1 July 2022	Asset Increase	Asset Reduction	Closing Balance 31 October 2022
Other current assets	\$	\$	\$	\$
Inventory				
Fuel	49,353	40,543	(20,564)	69,332
Total other current assets	49,353	40,543	(20,564)	69,332
Amounts shown above include GST (where applicable)				

KEY INFORMATION

Inventory

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

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

Please refer to the compilation report

SHIRE OF DERBY-WEST KIMBERLEY | 10

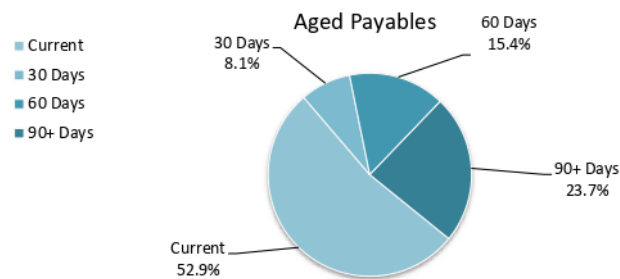
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 OCTOBER 2022**

**OPERATING ACTIVITIES
NOTE 5
PAYABLES**

Payables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Payables - general	0	692,304	105,345	200,982	309,754	1,308,385
Percentage	0%	52.9%	8.1%	15.4%	23.7%	
Balance per trial balance						
Sundry creditors						1,308,385
ATO liabilities						248,314
Other payables						687,784
Payroll creditors						50,674
Prepaid rates						81,485
Total payables general outstanding						2,376,642
Amounts shown above include GST (where applicable)						

KEY INFORMATION

Trade and other payables represent liabilities for goods and services provided to the Shire prior to the end of the period that are unpaid and arise when the Shire becomes obliged to make future payments in respect of the purchase of these goods and services. The amounts are unsecured, are recognised as a current liability and are normally paid within 30 days of recognition. The carrying amounts of trade and other payables are considered to be the same as their fair values, due to their short-term nature.



Please refer to the compilation report

SHIRE OF DERBY-WEST KIMBERLEY | 11

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 OCTOBER 2022**

**INVESTING ACTIVITIES
NOTE 6
CAPITAL ACQUISITIONS**

	Budget	Amended YTD Budget	YTD Actual	YTD Actual Variance
Capital acquisitions	\$	\$	\$	\$
Buildings	1,930,700	0	108,762	108,762
Plant & Equipment	1,022,768	0	28,895	28,895
Infrastructure Roads	17,300,964	3,959,071	2,928,176	(1,030,895)
Infrastructure - Wharf	100,000	0	0	0
Infrastructure Other	3,971,700	750,000	293,124	(456,876)
Payments for Capital Acquisitions	24,326,132	4,709,071	3,358,957	(1,350,114)
Capital Acquisitions Funded By:				
	\$	\$	\$	\$
Capital grants and contributions	23,134,525	4,010,893	1,782,761	(2,228,132)
Borrowings	1,000,000	0	0	0
Cash backed reserves				
Asset renewal reserve	314,511	0	0	0
Staff housing Reserve	159,965	0	0	0
Contribution - operations	(282,869)	698,178	1,576,196	878,018
Capital funding total	24,326,132	4,709,071	3,358,957	(1,350,114)

SIGNIFICANT ACCOUNTING POLICIES

Each class of fixed assets within either plant and equipment or infrastructure, is carried at cost or fair value as indicated less, where applicable, any accumulated depreciation and impairment losses.

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

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

Initial recognition and measurement for assets held at cost

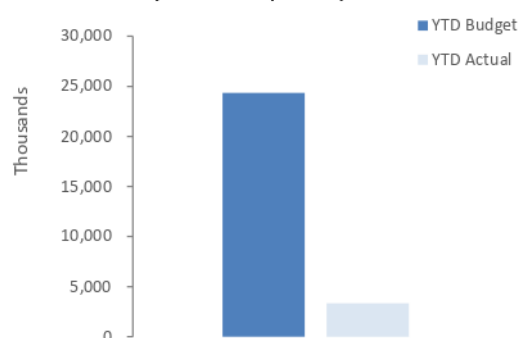
Plant and equipment including furniture and equipment is recognised at cost on acquisition in accordance with *Financial Management Regulation 17A*. Where acquired at no cost the asset is initially recognise at fair value. Assets held at cost are depreciated and assessed for impairment annually.

Initial recognition and measurement between

mandatory revaluation dates for assets held at fair value

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

Payments for Capital Acquisitions



Please refer to the compilation report

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**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 OCTOBER 2022**

**INVESTING ACTIVITIES
NOTE 6
CAPITAL ACQUISITIONS (CONTINUED)**



Level of completion indicator, please see table at the end of this note for further detail.

Level of completion indicator, please see table at the end of this note for further detail.

			Amended		
Account Description			Current Budget	Year to Date Budget	Year to Date Actual
Capital Expenditure					
Buildings					
	4080710	WELFARE - Building (Capital)	20,000	0	19,739
	4090110	STF HOUSE - Building (Capital)	1,475,000	0	58,526
	4110210	SWIM AREAS - Building (Capital)	0	0	1,344
	4110310	REC - Other Rec Facilities Building (Capital)	15,000	0	0
	4120110	ROADC - Building (Capital)	392,000	0	28,344
	4140210	ADMIN - Building (Capital)	0	0	809
	4090210	OTH HOUSE - Building (Capital)	6,300	0	0
	4100710	COM AMEN - Building (Capital)	22,400	0	0
	Buildings Total		1,930,700	0	108,762
Plant & Equipment					
	4050230	ANIMAL - Plant & Equipment (Capital)	0	0	22,060
	4070730	OTH HEALTH - Plant & Equipment (Capital)	75,100	0	0
	4140230	ADMIN - Plant and Equipment (Capital)	143,342	0	0
	4140330	PWO - Plant and Equipment (Capital)	247,326	0	6,835
	4120130	ROADC - Plant & Equipment (Capital)	557,000	0	0
	Plant & Equipment Total		1,022,768	0	28,895
Infrastructure Roads					
	4120140	ROADC - Roads Built Up Area - Council Funded	1,915,960	364,500	645,690
	4120142	ROADC - Roads Outside BUA - Gravel - Council Funded	1,308,302	117,500	497,356
	4120144	ROADC - Roads Built Up Area - Roads to Recovery	702,402	142,167	139,360
	4120146	ROADC - Roads Outside BUA - Gravel - Roads to Recovery	231,428	57,857	0
	4120148	ROADC - Roads Built Up Area - Regional Road Group	372,016	84,333	43,366
	4120156	ROADC - Roads Built Up Area - Flood Damage	467,387	116,847	94,959
	4120158	ROADC - Roads Outside BUA - Gravel - Flood Damage	11,840,613	2,960,153	1,507,445
	4120150	ROADC - Roads Outside BUA - Gravel - Regional Road Group	462,856	115,714	0
	Infrastructure Roads Total		17,300,964	3,959,071	2,928,176
Infrastructure - Wharf					
	4120790	WATER - Infrastructure Other (Capital)	100,000	0	0
	Infrastructure - Wharf Total		100,000	0	0
Infrastructure Other					
	4050390	OLOPS - Infrastructure Other (Capital)	0	0	25
	4120190	ROADC - Infrastructure Other (Capital)	461,000	0	24,720
	4120690	AERO - Infrastructure Other (Capital) - Aerodromes	3,000,000	750,000	0
	4110290	SWIM AREAS - Infrastructure Other (Capital)	503,700	0	268,379
	4110390	REC - Infrastructure Other (Capital)	7,000	0	0
	Infrastructure Other Total		3,971,700	750,000	293,124
	Grand Total		24,326,132	4,709,071	3,358,957

Please refer to the compilation report

SHIRE OF DERBY-WEST KIMBERLEY | 13

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 OCTOBER 2022

FINANCING ACTIVITIES

NOTE 7

BORROWINGS

Repayments - borrowings

Information on borrowings		New Loans			Principal Repayments		Principal Outstanding		Interest Repayments	
Particulars	Loan No.	1 July 2022	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
		\$	\$	\$	\$	\$	\$	\$	\$	\$
Housing										
Staff Housing	136	51,785	0	0	0	(25,057)	51,785	26,728	0	(2,947)
Staff Housing	146	516,591	0	0	(25,297)	(51,394)	491,294	465,197	(16,350)	(31,900)
Staff Housing	148	243,688	0	0	0	(19,794)	243,688	223,894	0	(10,722)
Staff Housing		0	0	1,000,000	0	0	0	1,000,000	0	0
Transport										
Wharf Fenders and boat ramp	145	166,351	0	0	0	(28,934)	166,351	137,417	0	(10,940)
Refinance Derby Airport and wharf	152	1,531,820	0	0	0	(192,991)	1,531,820	1,338,829	0	(25,669)
Derby wharf infrastructure	151	251,676	0	0	0	(38,867)	251,676	212,809	0	(7,309)
Economic services										
Derby visitors centre	149	304,610	0	0	0	(24,742)	304,610	279,868	0	(13,402)
Total		3,066,521	0	1,000,000	(25,297)	(381,779)	3,041,224	3,684,742	(16,350)	(102,889)
Current borrowings		381,779					334,371			
Non-current borrowings		2,684,742					3,325,074			
		3,066,521					3,659,445			

All debenture repayments were financed by general purpose revenue.

The Shire has no unspent debenture funds as at 30th June 2021, nor is it expected to have unspent funds as at 30th June 2022.

KEY INFORMATION

Borrowing costs are recognised as an expense when incurred except where they are directly attributable to the acquisition, construction or production of a qualifying asset. Where this is the case, they are capitalised as part of the cost of the particular asset until such time as the asset is substantially ready for its intended use or sale.

Fair values of borrowings are not materially different to their carrying amounts, since the interest payable on those borrowings is either close to current market rates or the borrowings are of a short term nature. Non-current borrowings fair values are based on discounted cash flows using a current borrowing rate.

Please refer to the compilation report

SHIRE OF DERBY-WEST KIMBERLEY | 14

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 OCTOBER 2022**

OPERATING ACTIVITIES
NOTE 8
RESERVE ACCOUNTS

Reserve accounts

Reserve name	Opening Balance	Budget Transfers In (+)	Actual Transfers In (+)	Budget Transfers Out (-)	Actual Transfers Out (-)	Budget Closing Balance	Actual YTD Closing Balance
	\$	\$	\$	\$	\$	\$	\$
Restricted by Council							
Leave reserve	402,441	0	0	0	0	402,441	402,441
Plant reserve	28,456	0	0	0	0	28,456	28,456
Airport reserve	3,721	0	0	0	0	3,721	3,721
Asset renewal reserve	314,511	0	0	(314,511)	0	0	314,511
Economic development reserve	19,935	0	0	0	0	19,935	19,935
Fitzroy Crossing recreation hall reserve	46,771	0	0	0	0	46,771	46,771
Staff housing Reserve	159,965	0	0	(159,965)	0	0	159,965
	975,800	0	0	(474,476)	0	501,324	975,800

Please refer to the compilation report

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NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 OCTOBER 2022

OPERATING ACTIVITIES
NOTE 9
OTHER CURRENT LIABILITIES

	Note	Opening Balance 1 July 2022	Liability transferred from/(to) non current	Liability Increase	Liability Reduction	Closing Balance 31 October 2022
Other current liabilities		\$		\$	\$	\$
Other liabilities						
- Contract liabilities		1,494,366	0	0	0	1,494,366
Total other liabilities		1,494,366	0	0	0	1,494,366
Employee Related Provisions						
Annual leave		364,110	0	0	0	364,110
Long service leave		327,404	0	0	0	327,404
Total Employee Related Provisions		691,514	0	0	0	691,514
Total other current liabilities		2,185,880	0	0	0	2,185,880

Amounts shown above include GST (where applicable)

A breakdown of contract liabilities and associated movements is provided on the following pages at Note 10

KEY INFORMATION

Provisions

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

Employee Related Provisions

Short-term employee benefits

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

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

Other long-term employee benefits

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

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

Contract liabilities

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

Capital grant/contribution liabilities

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

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 OCTOBER 2022

NOTE 10
OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Unspent operating grant, subsidies and contributions liability					Operating grants, subsidies and contributions revenue		
	Liability 1 July 2022	Increase in Liability	Decrease in Liability (As revenue)	Liability 31 Oct 2022	Current Liability 31 Oct 2022	Amended Budget Revenue	YTD Budget	YTD Revenue Actual
	\$	\$	\$	\$	\$	\$	\$	\$
Operating grants and subsidies								
General purpose funding								
Revenue/Expenditure	0	0	0	0	0	2,297,885	574,471	446,820
Revenue/Expenditure	0	0	0	0	0	418,288	133,614	94,213
Revenue/Expenditure	0	0	0	0	0	294,586	73,647	71,667
Law, order, public safety								
Revenue/Expenditure	0	0	0	0	0	50,000	50,000	50,000
Health								
Revenue/Expenditure	0	0	0	0	0	7,500	1,875	4,212
Revenue/Expenditure	0	0	0	0	0	625,000	156,250	236,845
Education and welfare								
Revenue/Expenditure	37,707	0	0	37,707	37,707	970,000	197,500	127,744
Revenue/Expenditure	0	0	0	0	0	310,000	0	0
FAMILIES - Grant Funding	25,000	0	0	25,000	25,000	0	0	0
Community amenities								
COM AMEN - Grants	10,000	0	0	10,000	10,000	0	0	0
Recreation and culture								
Revenue/Expenditure	0	0	0	0	0	321,964	0	0
Revenue/Expenditure	0	0	0	0	0	5,000	0	4,332
Revenue/Expenditure	0	0	0	0	0	4,000	1,333	0
Revenue/Expenditure	13,813	0	0	13,813	13,813	30,000	3,333	455
Revenue/Expenditure	0	0	0	0	0	120,000	0	100,000
HERITAGE - Grants	38,340	0	0	38,340	38,340	0	0	0
Transport								
Revenue/Expenditure	160,873	0	0	160,873	160,873	0	0	0
	285,733	0	0	285,733	285,733	5,454,223	1,192,023	1,136,288
Operating contributions								
General purpose funding								
Revenue/Expenditure	0	0	0	0	0	80,000	26,668	29,758
Revenue/Expenditure	0	0	0	0	0	0	0	397
Law, order, public safety								
Revenue/Expenditure	0	0	0	0	0	0	0	9,830
Revenue/Expenditure	0	0	0	0	0	12,287	12,287	12,287
Revenue/Expenditure	0	0	0	0	0	0	0	2,457
Health								
Revenue/Expenditure	0	0	0	0	0	1,500	375	4,532
Revenue/Expenditure	0	0	0	0	0	2,260	565	691
Education and welfare								
Revenue/Expenditure	0	0	0	0	0	0	0	3,947
Recreation and culture								
Revenue/Expenditure	0	0	0	0	0	78,436	78,436	92,780
Revenue/Expenditure	0	0	0	0	0	200	200	0
Revenue/Expenditure	0	0	0	0	0	1,999	667	967
Revenue/Expenditure	0	0	0	0	0	20,000	0	0
Revenue/Expenditure	0	0	0	0	0	55,000	0	20,868
Transport								
Revenue/Expenditure	0	0	0	0	0	0	0	6,603
Revenue/Expenditure	0	0	0	0	0	309,990	309,990	401,474
Other property and services								
Revenue/Expenditure	0	0	0	0	0	0	0	3,737
Revenue/Expenditure	0	0	0	0	0	0	0	3,862
Revenue/Expenditure	0	0	0	0	0	0	0	10,500
	0	0	0	0	0	561,672	429,188	604,690
TOTALS	285,733	0	0	285,733	285,733	6,015,895	1,621,211	1,740,978

Please refer to the compilation report

SHIRE OF DERBY-WEST KIMBERLEY | 17

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 OCTOBER 2022

NOTE 11
NON-OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Capital grant/contribution liabilities					Non operating grants, subsidies and contributions revenue		
	Liability 1 July 2022	Increase in Liability	Decrease in Liability (As revenue)	Liability 31 Oct 2022	Current Liability 31 Oct 2022	Amended Budget Revenue	YTD Budget	YTD Revenue Actual
	\$	\$	\$	\$	\$	\$	\$	\$
Non-operating grants and subsidies								
General purpose funding								
Revenue/Expenditure	0	0	0	0	0	350,000	87,500	556,566
Law, order, public safety								
OLOPS - Grants	25,697	0	0	25,697	25,697	0	0	0
Health								
Revenue/Expenditure	0	0	0	0	0	75,100	0	0
Education and welfare								
Revenue/Expenditure	16,193	0	0	16,193	16,193	0	0	0
Recreation and culture								
Revenue/Expenditure	0	0	0	0	0	503,700	0	0
HERITAGE - Grants	41,992	0	0	41,992	41,992	0	0	0
SWIM AREAS - Grants	238,802	0	0	238,802	238,802	0	0	0
Transport								
Revenue/Expenditure	0	0	0	0	0	1,276,680	257,547	0
Revenue/Expenditure	0	0	0	0	0	1,389,716	274,346	0
Revenue/Expenditure	229,116	0	0	229,116	229,116	979,960	175,000	338,937
Revenue/Expenditure	92,734	0	0	92,734	92,734	436,000	109,000	0
Revenue/Expenditure	0	0	0	0	0	611,600	107,500	174,333
Revenue/Expenditure	0	0	0	0	0	0	0	704,406
Revenue/Expenditure	0	0	0	0	0	14,511,769	3,000,000	8,519
Revenue/Expenditure	19,785	0	0	19,785	19,785	3,000,000	0	0
WATER - Grants	54,334	0	0	54,334	54,334	0	0	0
Economic services								
TOUR - Grants	489,980	0	0	489,980	489,980	0	0	0
	1,208,633	0	0	1,208,633	1,208,633	23,134,525	4,010,893	1,782,761

Please refer to the compilation report

SHIRE OF DERBY-WEST KIMBERLEY | 18

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 OCTOBER 2022**

**NOTE 12
TRUST FUND**

Funds held at balance date which are required by legislation to be credited to the trust fund and which are not included in the financial statements are as follows:

Description	Opening Balance 1 July 2022	Amount Received	Amount Paid	Closing Balance 31 Oct 2022
	\$	\$	\$	\$
Public open spaces	295,981	0	0	295,981
	295,981	0	0	295,981

Please refer to the compilation report

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NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 OCTOBER 2022

NOTE 13
BUDGET AMENDMENTS

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

GL Code	Description	Council Resolution	Classification	Increase in	Decrease in	Amended Budget Running Balance
				Available Cash	Available Cash	
				\$	\$	\$
	Budget adoption					0
3030130	RATES - Rates General	AC104/22	Operating Revenue	0	(495,000)	(495,000)
3030133	RATES - Rates Minimums	AC104/22	Operating Revenue	495,000	0	0
3050201	ANIMAL - Reimbursements	AC104/22	Operating Revenue	12,287	0	12,287
3050210	ANIMAL - Grants	AC104/22	Operating Revenue	50,000	0	62,287
3110301	REC - Reimbursements - Other Recreation	AC104/22	Operating Revenue	78,436	0	140,723
5110300	LRCI - Grant Funding *Pool upgrades as part of LRCI Funding	AC104/22	Capital Revenue	67,200	0	207,923
4110290	LRCI - Grant Funding *Pool upgrades as part of LRCI Funding	AC104/22	Capital Expenses	0	(67,200)	140,723
4120140	Footpath and broken kerb - deferred	AC104/22	Capital Expenses	180,000	0	320,723
5120212	Carry-Over Funding - Flood damage Reimbursement	AC104/22	Capital Revenue	2,511,769	0	2,832,492
5120202	Carry-Over Funding - Roads	AC104/22	Capital Revenue	49,337	0	2,881,829
5120204	Carry-Over Funding - Roads	AC104/22	Capital Revenue	150,000	0	3,031,829
5120202	Carry-Over Funding - Roads	AC104/22	Capital Revenue	76,663	0	3,108,492
5120204	Carry-Over Funding - Roads	AC104/22	Capital Revenue	142,331	0	3,250,823
5120202	Carry-Over Funding - Roads	AC104/22	Capital Revenue	120,492	0	3,371,315
5120210	Carry-Over Funding - Roads	AC104/22	Capital Revenue	52,000	0	3,423,315
5120210	Carry-Over Funding - Roads	AC104/22	Capital Revenue	22,000	0	3,445,315
5120210	Carry-Over Funding - Roads	AC104/22	Capital Revenue	12,600	0	3,457,915
5120210	Carry-Over Funding - Roads	AC104/22	Capital Revenue	50,000	0	3,507,915
5120210	Carry-Over Funding - Roads	AC104/22	Capital Revenue	15,000	0	3,522,915
5120210	Carry-Over Funding - Roads	AC104/22	Capital Revenue	20,000	0	3,542,915
5120210	Carry-Over Funding - Roads	AC104/22	Capital Revenue	10,000	0	3,552,915
4120158	Carry-Over Funding - Roads	AC104/22	Capital Expenses	0	(270,427)	3,282,488
4120158	Carry-Over Funding - Roads	AC104/22	Capital Expenses	0	(9,875)	3,272,613
4120158	Carry-Over Funding - Roads	AC104/22	Capital Expenses	0	(121,403)	3,151,210
4120158	Carry-Over Funding - Roads	AC104/22	Capital Expenses	0	(24,663)	3,126,547
4120158	Carry-Over Funding - Roads	AC104/22	Capital Expenses	0	(12,331)	3,114,216
4120158	Carry-Over Funding - Roads	AC104/22	Capital Expenses	0	(10,021)	3,104,195
4120158	Carry-Over Funding - Roads	AC104/22	Capital Expenses	0	(10,000)	3,094,195
4120158	Carry-Over Funding - Roads	AC104/22	Capital Expenses	0	(110,000)	2,984,195
4120158	Carry-Over Funding - Roads	AC104/22	Capital Expenses	0	(63,000)	2,921,195
4120158	Carry-Over Funding - Roads	AC104/22	Capital Expenses	0	(250,000)	2,671,195
4120158	Carry-Over Funding - Roads	AC104/22	Capital Expenses	0	(75,000)	2,596,195
4120158	Carry-Over Funding - Roads	AC104/22	Capital Expenses	0	(60,000)	2,536,195
4120158	Carry-Over Funding - Roads	AC104/22	Capital Expenses	0	(30,000)	2,506,195
5120206	Fitzroy Crossing Carpark LCRI	AC104/22	Capital Revenue	279,960	0	2,786,155
4120140	Fitzroy Crossing - Carpark	AC104/22	Capital Expenses	0	(279,960)	2,506,195
3120701	WATER - Reimbursements	AC104/22	Capital Expenses	309,990	0	2,816,185
3120502	Department of Transport - additional income	AC104/22	Operating Revenue	85,000	0	2,901,185
2140202	Employee Costs	AC104/22	Operating Expenses	0	(281,033)	2,620,152
2140202	Employee Costs	AC104/22	Operating Expenses	0	(49,180)	2,570,972
2140202	Employee Costs	AC104/22	Operating Expenses	0	(2,300)	2,568,672
2140202	Employee Costs	AC104/22	Operating Expenses	0	(7,500)	2,561,172
2130200	Employee Costs	AC104/22	Operating Expenses	281,033	0	2,842,205
2130200	Employee Costs	AC104/22	Operating Expenses	49,180	0	2,891,385
2130200	Employee Costs	AC104/22	Operating Expenses	2,300	0	2,893,685
2130200	Employee Costs	AC104/22	Operating Expenses	7,500	0	2,901,185
4140330	Carry-Over Funding - Plant -Kubota F3690 72" Front Deck Mower x 2	AC104/22	Capital Expenses	0	(40,000)	2,861,185
4140330	Carry-Over Funding - Plant - Kubota B3150 HD Tractor & Impliments	AC104/22	Capital Expenses	0	(30,300)	2,830,885
4140330	Carry-Over Funding - Plant -Toyota Hilux Dual Cab Chassis as per Quote 35722	AC104/22	Capital Expenses	0	(33,376)	2,797,509
4140330	Carry-Over Funding - Plant -Toyota Hilux Dual Cab SR as per quote 35761	AC104/22	Capital Expenses	0	(43,096)	2,754,413
4140330	Carry-Over Funding - Plant -Toyota Landcruiser single cab tray back	AC104/22	Capital Expenses	0	(54,788)	2,699,624
4140330	Carry-Over Funding - Plant -Ranger Pod	AC104/22	Capital Expenses	0	(24,265)	2,675,359
				5,130,078	(2,454,719)	2,675,359

Please refer to the compilation report

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**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 OCTOBER 2022**

**OPERATING ACTIVITIES
NOTE 14
EXPLANATION OF MATERIAL VARIANCES**

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

The material variance adopted by Council for the 2022-23 year is \$30,000 or 10.00% whichever is the greater.

Nature or type	Var. \$	Var. %	Explanation of positive variances		Explanation of negative variances	
			Timing	Permanent	Timing	Permanent
Opening funding surplus / (deficit)	\$ (3,490,094)	% (45.51%)			Timing	
Revenue from operating activities						
Other revenue	872,601	320.65%	▲	Timing		
Expenditure from operating activities						
Employee costs	867,978	21.81%	▲	Timing		
Materials and contracts	739,690	21.72%	▲	Timing		
Depreciation on non-current assets	2,377,066	100.00%	▲	Timing		
Insurance expenses	(692,929)	(119.31%)	▼		Timing	
Other expenditure	160,625	64.10%	▲	Timing		
Non-cash amounts excluded from operating activities	(2,507,303)	(105.48%)	▼		Timing	
Investing activities						
Proceeds from non-operating grants, subsidies and contributions	(2,228,132)	(55.55%)	▼		Timing	
Payments for property, plant and equipment at	1,350,114	28.67%	▲	Timing		
Closing funding surplus / (deficit)	(2,389,825)	19.42%	▼		Timing	

Please refer to the compilation report

SHIRE OF DERBY-WEST KIMBERLEY | 1

7.3 2020-2021 AUDIT FINDINGS CURRENT STATUS

File Number: 4105

Author: Alan Thornton, Acting Director of Corporate Services

Responsible Officer: Amanda Dexter, Chief Executive Officer

Authority/Discretion: Information

SUMMARY

For the Audit Committee to receive the 2020-2021 Audit Findings Current Status reports and provide strategic direction as required.

DISCLOSURE OF ANY INTEREST

Nil by Author and Responsible Officer.

BACKGROUND

The audit approach taken by Office of the Auditor General and RSM involves the use of a rotation methodology when planning test of controls.

In accordance with the Audit Planning Memorandum, the auditors performed key management control testing over the revenue, payment and fixed assets transaction cycles as part of the 2020-2021 Financial Audit. In addition, the auditors performed an Information Systems audit that tested information general controls. The Shire's financial management information system is classified by the audit team as 'complex'. Audit also determined that the information system general controls are critical to the processing of financial transactions and the preparation of the financial statements.

STATUTORY ENVIRONMENT

Reported under the Local Government (Audit) Regulations 1996 in the 2020/21 Audit Report (refer section 2.3).

POLICY IMPLICATIONS

There is no specific policy relating to the audit and subsequent findings.

FINANCIAL IMPLICATIONS

The audit focus was on those areas where the auditors assessed there to be a significant risk of material misstatement in the financial statements. The auditors designed and performed procedures to be able to conclude, with reasonable assurance, whether each significant risk area is free from material misstatement.

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
Legal & Compliance: Failure to comply with legislative requirements inefficient use of Council resources and/or financial loss.	Possible	Major	Medium	Reviewed the Shire's controls to manage the risk of systemic failure to comply with relevant laws and regulations.

CONSULTATION

The author has consulted with:

- Moore Australia, the Shire's financial services provider;
- Managed IT, the Shire's information technology provider; and
- Shire staff.

COMMENT

The tables below give an overview of audit findings identified during Financial Audit and findings identified during the Information Systems Audit. The ATTACHMENTS section contains detailed reports that relate to the Shire of Derby/West Kimberley's 2020-2021 Audit Findings.

INDEX OF FINDINGS	RATING		
	SIGNIFICANT	MODERATE	MINOR
FINDINGS IDENTIFIED IN THE CURRENT FINANCIAL AUDIT			
1. Asset Renewal Funding Ratio	✓		
2. Recognition of accrued expenses		✓	
3. Completeness of the Fixed Asset Register		✓	
4. Incorrect fixed asset capitalisation dates			✓
5. Completeness of long service leave provisions			✓
MATTERS OUTSTANDING FROM PRIOR AUDITS			
6. Management valuation inputs	✓		
7. Fixed Asset Management Policy	✓		
8. Asset Capitalisation Policy	✓		

INDEX OF FINDINGS	RATING		
	SIGNIFICANT	MODERATE	MINOR
FINDINGS IDENTIFIED IN THE CURRENT INFORMATION SYSTEMS AUDIT			
1. Financial Application – User Access Management	✓		
2. IT Governance - Standards, Policies & Procedure		✓	
3. IT Governance and Strategy		✓	
4. Physical and Environmental Security Management		✓	
5. Business Continuity Management		✓	
6. Network Access Management		✓	
7. Risk Management			✓
8. Network Security Management			✓
9. Password Management			✓

KEY TO RATINGS

These ratings are based on the auditor's assessment of risks and concerns with respect to the probability and/or consequence of adverse outcomes if action is not taken. The auditors consider these potential adverse outcomes in the context of both quantitative impact (for example financial loss) and qualitative impact (for example inefficiency, non-compliance, poor service to the public or loss of public confidence).

Significant - Those findings where there is potentially a significant risk to the entity should the finding not be addressed by the entity promptly. A significant rating may be reported as a matter of non-compliance in the audit report in the current year, or in a subsequent reporting period if not addressed. However, even if the issue is not likely to impact the audit report, it should be addressed promptly.

Moderate - Those findings which are of sufficient concern to warrant action being taken by the entity as soon as practicable.

Minor - Those findings that are not of primary concern but still warrant action being taken.

VOTING REQUIREMENT

Simple majority

ATTACHMENTS

1. 2020-2021 Financial Audit Findings Current Status
2. 2020-2021 Information System Audit Findings Current Status

COMMITTEE RESOLUTION AC112/22

Moved: Cr Peter McCumstie

Seconded: Cr Geoff Haerewa

That the Audit Committee recommends that Council:

- 1. RECEIVES the information contained in these reports detailing 2020-2021 Audit Findings.**

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

Against: Nil

CARRIED 3/0

Shire of Derby
Audit Findings

Ref	Finding	Significant	Moderate	Minor	Assessment	Implication	Recommendation	Management Comment	Followup comments
Final Audit Findings for the year ended 30/06/2021									
1	Asset Renewal Funding Ratio	✓			The Shire has not reported the Asset Renewal Funding Ratio for 2021, 2020 and 2019 in the annual financial report as required by regulation 50 (1)(c) of the Local Government Financial Management Regulations, as planned capital renewals and required capital expenditure were not estimated in a long-term financial plan and asset management plan respectively.	The financial report does not comply with regulation 50(1)(c) of the Local Government (Financial Management) Regulations 1996.	We recommend that the Shire updates and approves the asset management and long-term financial plans as soon as possible. This will allow the Shire to calculate the asset renewal funding ratio based on verifiable information and reasonable assumptions, to facilitate reporting in the financial report.	During 2021-22 financial year the Shire has updated and presented to council asset management plans and long-term financial plan that will facilitate the reporting of the Asset Renewal Funding Ratio in the 2021-22 Annual Financial Statements.	OAG: RSM to check how this was reported in previous year if no approved LTFF/AMP, I would suggest removing the 2020 figure if it wasn't supported by approved plans. RSM: Agreed
2	Accrued Expenses		✓		During our cut-off testing of creditors and accruals, we found \$428,431 of accrued expenses which had not been accrued at 30 June 2021.	Failure to correctly accrue expenses at year end could result in the financial statements being misstated	The Shire should develop procedures to assist with identification and accrual of invoices received after balance date, which relate to the prior year.	The Shire has developed procedures to ensure that invoices received after balance date, which relate to the prior year, will be identified resulting in accrued expenses being recorded.	Accounts Payable team was made aware of this fault and greater care was taken to keep track of batching in Jul-22 period. Additional reports were also run to cross check data when preparing 21/22 accruals.
3	Completeness of the Fixed Asset Register		✓		During the review of the fixed asset register, we noted that there were \$204,000 of assets which were not recorded on the asset register.	The Shire's Fixed Asset Register is incomplete and does not contain a complete list of assets. Whilst the value of these assets is unlikely to be material, the register should be maintained and reconciled as part of good governance and stewardship over these assets.	The Shire should conduct and record a full stocktake of its fixed assets and reconcile those records with the Fixed Asset Register. Regular stocktaking is imperative to verify an assets existence and condition.	This issue has been identified previously. The assets register will be reconciled with the general ledger to ensure all assets are recorded on both the asset register and in the general ledger.	As at 30 June 2021 asset register now reconciles with general ledger and annual financial statements.
4	Asset Capitalisation Dates			✓	From our review of the fixed assets additions listing for the year, we noted that from a sample of 2 transactions, one (50%) sample was not capitalised on the correct date. The asset is valued at \$57,063 and was completed on 25 June 2021. However, it was only capitalised in the fixed asset register on 1 September 2021.	Capitalising fixed assets at a later period, instead of the actual date when the asset was ready for use, results in overstatement of the Shire's fixed assets and understatement of the depreciation expense.	The Shire should capitalise all assets into the fixed asset register when the asset is ready for use.	Increased staffing numbers will allow more timely assessment of works completed on work in progress.	The Shire will capitalise all assets into the fixed asset register when the asset is ready for use provided the Asset Register is accessible (Note: Asset register has been inaccessible for 2022/23 financial year due to 2020/21 audit not being finalised).
5	Completeness of Long Service Leave Provisions			✓	From the review of the long service leave provision calculations, we noted that 9 casual employees were excluded from the long service leave provision calculations. All employees, including casual employees, should be accounted for in long service leave provisions calculations in accordance with the Long Service Leave Act 1958 (WA).	Not recognising employee entitlement results in an understatement of employee benefits expenses and associated liabilities.	The Shire should account for all casual employees' long service leave provision in accordance with the Long Service Leave Act 1958 (WA).	Methodology will be reviewed and amendments will be reflected in the 2021/22 calculation of employee entitlements	Working template and methodology has been revised in the 2021/22 calculation of employee entitlements. We have ensured all casual staff have been captured in this report.
6	Matters outstanding from prior audits: Management Valuation Inputs	✓			Finding FY 2021: The Shire partially resolved this finding in 2021 by revaluing the roads, drainage and footpaths classes of infrastructure assets. This resulted in a net revaluation increment of \$101 million. However, the remaining classes of infrastructure (other land and parks, wharf, airports and other structures) remain un-valued. Finding FY 2020: During our review of 2018 infrastructure valuations, it was noted that the assets were revalued by management. Management worked from the 2015 3rd party valuation to form their 2018 valuation. Management was unable to provide supporting documentation for some of the inputs to the 2018 valuation of these items.	Failure to maintain adequate documentation for valuations increases the risk for the valuation to be materially misstated.	We recommend that the Shire revalue the remaining infrastructure classes in the 2021-22 financial year.	The classes of infrastructure of land buildings, other structures, parks, wharves & aerodrome assets were valued by independent valuers as at 31 December 2021 and will be processed in the 2021-22 financial year.	Remaining infrastructure classes of assets were revalued as at 30 June 2021 and form part of the audited 2021 Annual Financial Statements.

Accountant

Accountant

7	Matters outstanding from prior audits: Fixed asset management policy	✓		<p>Findings FY 2020 & 2021: During the current year audit the Shire advised that a formal policy and associated procedures for fixed asset management are still being developed to help ensure the existence and safeguarding of fixed assets.</p> <p>Finding FY 2019: During our risk assessment procedures over the fixed assets transaction cycle, we noted that there is no formal policy to help ensure the existence of fixed assets, such as physical asset tagging and regular stock takes.</p>	<p>Failure to have a formal policy and associated procedures for fixed asset management could result in:</p> <ul style="list-style-type: none"> a. Errors and omissions remaining undetected; b. Incorrect depreciation expense; and c. Undetected theft or misplacement. <p>These matters could in turn lead to misstatements in the Shire's financial reporting. There is a further risk of non-compliance with Regulation 5(2)(a) of the Local Government (Financial Management) Regulations 1996 which requires the Chief Executive Officer to ensure that the resources of the local government are effectively and efficiently managed.</p>	<p>The Shire should develop, document and implement policies and procedures for fixed asset management.</p>	<p>In accordance with the requirements to ensure the proper management of assets under Financial Management Regulation 5.1 and 5.2 the CEO intends to review current procedures and where considered necessary develop documented procedures for the safeguarding of the Shire's fixed assets utilising a risk based approach. As this is a regulatory requirement on the CEO rather than a Policy decision of Council the Shire currently sees no benefit in formation of Council Policy in regards to control of fixed assets.</p> <p>Depreciation expenses and remaining useful life of assets is required to be assessed annually under AASB 116 and as such is not viewed as a Policy decision of Council beyond the adoption of broad asset useful lives when adopting the Annual Statutory budget.</p>	<p><i>As per Financial Management Regulation 5.1 and 5.2. Management continues to develop procedures for all areas of finance. Including policies and procedures for fixed asset management.</i></p>
8	Matters outstanding from prior audits: Asset capitalisation policy	✓		<p>Findings FY 2021: During the current year audit the Shire advised that a formal policy and associated procedures for Asset capitalisation policy is still being developed.</p> <p>Finding FY 2020: Management have advised that the Asset capitalisation policy is currently in review where management plan to implement the policy by the end of FY2020. However, there could be potential delays due to the lack of an asset manager at the Shire.</p> <p>Finding FY 2019: During our risk assessment procedures over the fixed assets transaction cycle, it was noted that the Shire does not have a formal policy for the capitalisation of assets with extended useful lives.</p>	<p>Failure to design and implement a formal policy for the capitalisation of assets with extended useful lives increases the risk of:</p> <ul style="list-style-type: none"> a. Errors and omissions remaining undetected; b. Incorrect depreciation expense; and c. Undetected theft or misplacement. 	<p>The Shire should develop, document and implement a formal asset capitalisation policy to help control, record and depreciate assets with extended useful lives.</p>	<p>Management is of the view that operating control procedures should be developed that determine the capitalisation of assets on a case-by-case basis taking into account extended useful lives.</p> <p>Management to make a determination whether to expense an item or capitalise item as an asset depending on the circumstances of the transaction, for example, taking into consideration asset aggregation and whether items should be placed on a Portable Items Register.</p>	<p><i>Shire is developing and documenting a formal asset capitalisation policy. Implementation of the policy will help control, record and depreciate assets with extended useful lives.</i></p>

Shire of Derby
Audit Findings

Ref	Finding	Significant	Moderate	Minor	Assessment	Implication	Recommendation	Management Comment	Follow-up comments
Final Audit Findings for the year ended 30/06/2021									
1	1. Financial Application - User Access Management	✓			<p>We identified the following issues relating to the user management of the SynergySoft financial application:</p> <ul style="list-style-type: none"> • 6 out of 17 generic accounts were confirmed as not in use and were no longer required; • 3 out of 96 terminated employee accounts were still active in the application. We acknowledge that two of these accounts were disabled in the network; • 1 account with privileged access was active in the application but disabled in the network. <p>We confirmed that this account was no longer required and should have been disabled;</p> <ul style="list-style-type: none"> • the segregation of duties (SoD) matrix has been created and updated in 2020, however, there is no process defined to periodically review the SoD matrix to ensure user role assignments and roles are appropriate. 	<ul style="list-style-type: none"> • Without effective user access management processes in place, there is an increased risk of unauthorised access to the finance application. This could impact the confidentiality, integrity, and availability of the Shire's information. • Without effective review of SoD controls, there is an increased risk of making unauthorised changes and approvals to application transactions. This could impact the integrity of the data in SynergySoft application and lead to unauthorised and fraudulent transactions 	<p>The Shire should:</p> <ul style="list-style-type: none"> (i) regularly review and monitor user access to the application to ensure it is still appropriate and needed. Appropriate records of these reviews should be retained, and accounts not needed should be removed or disabled. This should include unused generic accounts, and terminated employee accounts are removed appropriately; (ii) document and implement a segregation of duties review frequency. 	<p>The Shire has entered into a new contract with our current information and technology service provider – Managed IT. Part of the contractual agreement involves quarterly reviews of the Shire's information and technology capabilities, governance, and performance. Items (i) and (ii) above will be addressed in the quarterly reviews</p>	<p>During 2022/23 issue concerning User Access Management will be addressed at quarterly review with technology service provider - Managed IT. Managed IT will be onsite at SDWK week starting 5 December 2022 to resolve IT issues.</p>
2	2. IT Governance - Standards, Policies & Procedures		✓		<p>We identified that the Shire has no formal policies / procedures / guidelines / governance documents in place for the following key IT functional areas or processes:</p> <ul style="list-style-type: none"> • Change Management • Identity and Access Management <p>Further, we identified that the revision date and review frequency of the "Internet and Email usage" policy has not been established and noted that the policy was last reviewed in 2002.</p>	<p>There is a risk that out of date or missing Policies / Procedures / Guidelines / Governance documents may not be supporting the needs of the Shire and staff may not be fulfilling management expectations.</p>	<p>The Shire should:</p> <ul style="list-style-type: none"> (i) develop, document, review, approve and publish missing Policies / Procedures / Guidelines / Governance documents as required and ensure that these documents are appropriately governed; (ii) periodically review and update Policies / Procedures / Guidelines / Governance documents following any relevant internal or external changes. 	<p>The Shire has engaged the services of a dedicated Senior Governance Officer. Duties performed by the Senior Governance Officer will involve IT governance - standards, policies and procedures that are aligned to best practice governance.</p>	<p>Senior Governance Officer is currently reviewing IT governance - standards, policies and procedures that are aligned to best practice governance. Issue is being reviewed as part of Regulation 17 review.</p>
3	3. IT Governance and Strategy		✓		<p>Appropriate and defined IT governance structures and processes enable alignment with business strategies and help to efficiently manage/monitor outsourced IT systems.</p> <p>We identified that the Shire does not have an up to date or current IT strategic or operational plan which is aligned to the overall business strategy. The previous IT initiative was managed by the Shire's outsourced IT service provider (Managed IT) and progress was reported in 2019. However, evidence of further review or governance by the Shire on the services provided by Managed IT was not available to understand if this strategy has been updated to reflect the current and future state strategy of the Shire.</p> <p>We acknowledge that the Shire is in the process of creating a roadmap for IT capability with third party service provider Managed IT.</p>	<p>Without appropriate and defined IT governance structures and processes the Shire may not be able to:</p> <ul style="list-style-type: none"> • effectively align IT with business strategies, increasing the risk of sub-optimal achievement in relation to business plans and initiatives. • efficiently manage, monitor and ensure effective outsourced IT systems requirements, functionality and availability. 	<p>The Shire should:</p> <ul style="list-style-type: none"> (i) develop an appropriate IT governance structure to govern and manage the strategic direction of IT with third party vendors; (ii) periodically review executive summary reports from Managed IT to ensure compliance with SLA. 	<p>The Shire's Senior Governance Officer will be involved with IT governance and strategy and the management of strategic direction of the Shire's IT service providers.</p> <p>The Shire has entered into a new contract with our current information and technology service provider – Managed IT. One condition of the contract is for Managed IT to comply with service level agreements. IT compliance will be part of regular reviews.</p>	<p>It compliance is being addressed as part of service level agreements with Managed IT.</p>
4	4. Physical and environmental security management		✓		<p>During our audit, we identified the following issues in the physical and environmental security management of the Shire's datacentre / server room:</p> <ul style="list-style-type: none"> • no documented process is in place to manage the datacentre / server room including physical access and environmental controls; • no equipment is installed to monitor humidity controls; • the air conditioner in place is a split system that leaks water into a drip tray in the inside of the server room; • the glass window in the server room has a metal security frame, however the window has security weaknesses as we noted that there were break ins through this window previously; • access to the datacentre is not appropriately restricted and reviewed. We noted that five employees have access to the datacentre and three out of five are non-IT staff. Further, no logbook or CCTV is in place to track/record access to the datacentre • we acknowledge that there is a CO2 fire extinguisher in place, however there were no fire / smoke detection devices installed within the datacentre 	<p>Without appropriate controls in place to manage the physical and environmental controls within the datacentre, there is an increased risk of inappropriate, unauthorised access and potential failure of critical hardware to support key infrastructure or systems. This could impact the confidentiality, integrity and availability of the Shire's systems and information.</p>	<p>The Shire should:</p> <ul style="list-style-type: none"> (i) develop, document, and implement datacentre management policies and procedures which contain appropriate physical and environmental controls management; (ii) investigate and implement appropriate physical security measures to protect the data centre against unauthorised access and damage; (iii) investigate and implement appropriate environmental measures to protect physical sites and the data centre against environmental threats and damage. 	<p>Since the Systems Audit review measures have been implemented to mitigate the issues physical and environmental security management. Access to the datacentre has been restricted. Faulty air conditioner in datacentre has been replaced. Shire staff are currently developing an Administration Building renovation plan and upgrade of security proposal for the Administration Building. These plans will work towards resolving the identified physical and environmental security management.</p>	<p>Proposed Administration Building renovation scheduled for 2022/23 will address identified physical and environmental security management issue.</p>

5 Business Continuity Management		✓	During our audit, we identified that the Shire does not have a business continuity or a disaster recovery plan.	Without an appropriate business continuity plan (BCP) or disaster recovery plan (DRP), the Shire may not be able to recover critical services in a timely manner, in line with business requirements. This could affect the Shire in providing key operations and business functions.	The Shire should develop, document, and endorse a BCP and DRP so they meet the Shire's recovery requirements. To help maintain the effectiveness of the BCP and DRP it should be regularly reviewed and appropriately tested to ensure key operations and business functions are recovered in accordance with the agreed recovery requirements.	Discussions concerning the Shire's development, documentation, and endorsement of a BCP and DRP have occurred between the Shire, Managed IT, and Local Government Insurance Scheme (LGIS).	<i>As part of 2022/23 Regulation 17 review the Shire has engaged the services of specialist consultants to review and make recommendations on best practice Business Continuity Management.</i>						
6 Network Access Management		✓	During our audit, we identified the following issues with the management of user access within the Shire's network: • 20 out of 64 generic accounts were identified as not in use and were confirmed to be no longer required; • 2 out of 172 terminated employee accounts were still active in the network. We acknowledge that one of these accounts were for an employee rehired, however the account remained active for 2 months between the employee being terminated and rehired; • 1 out of 9 active privileged access accounts were identified as redundant and were no longer required; • no documented process is in place to perform user access reviews in the network.	Without appropriate management of network user accounts, there is an increased risk that unauthorised or unintentional modifications of IT systems will occur. This could impact the confidentiality, integrity, and availability of information.	The Shire should develop, document, and implement access management policies / procedures including remote access that should include: o onboarding & offboarding of users, including privileged and generic accounts; o privileged and generic account management; o performing periodic user access reviews; o deactivate inactive/dormant account.	The Shire has commenced developing procedures concerning onboarding & offboarding of users. The appointment of a dedicated Senior Governance Officer will resolve the remaining network access management issues.	<i>The Shire's IT service provider (Managed IT) in collaboration with Senior Governance Officer is developing access management procedures.</i>						
7 Risk Management		✓	While the Shire has defined a risk management policy, it was found to be missing key risk components (i.e. risk criteria etc.). Further the Shire's risk register has not been developed and we could not ascertain if IT risks were reviewed, mitigated, and documented in the audit period.	Without effective risk management policies and processes in place, there is an increased risk that the Shire will not be able to identify and address key risks affecting the IT environment.	The Shire should: (i) review and update the Shire's risk management policy to ensure it contains the following key aspects: • Risk assessment criteria • Risk appetite and tolerance • Improvement and mitigation strategies • Risk management processes. (ii) develop and document a risk register	Shire management will review and update the Shire's risk management policy as per above Recommendation. Additionally, the Shire will develop and document a risk register.	<i>As part of the Regulation 17 review Risk Management and associated policies will be reviewed. Senior Governance Officer has developed a Risk Register.</i>						
8 Network Security Management		✓	During our audit, we identified that there was no documented process in place to perform vulnerability assessments and security (i.e. penetration) testing. However, we acknowledge that Managed IT performs vulnerability assessments on the Shire's network periodically.	Without effective security management policies, processes and procedures in place, there is an increased risk that the Shire will not be able to maintain an effective and secure cyber security posture. This could lead to potential cyber breaches, downtime, loss or exposure of critical systems or information.	The Shire should develop, document, and implement a formal vulnerability and security penetration testing policy / procedure. This document should contain the requirements for periodic vulnerability scanning and penetration testing requirements to be performed.	The Shire will develop, document, and implement a formal vulnerability and security penetration testing policy / procedure that is in accordance to the Recommendation above.	<i>As part of the Regulation 17 review part of the Risk Management agenda is IT management and cyber security. External consultant will provide recommendations on how to address network security management issues. Managed IT is providing support with network security management.</i>						
9 Password Management		✓	We identified that the Shire does not have a formal password policy in place to enforce strong password settings within the IT environment. We further noted that password parameters configured in network does not align with industry better practice. Refer table below: <table><tr><td>Password parameter</td><td>Industry best practice</td><td>Shire's password configuration</td></tr><tr><td>Password History</td><td>Minimum 6 passwords</td><td>5 passwords</td></tr></table>	Password parameter	Industry best practice	Shire's password configuration	Password History	Minimum 6 passwords	5 passwords	Without adequate password management, there is an increased risk of unauthorised access or compromise to the network security. The network may become susceptible to potential security breaches such as brute force or social engineering attacks.	The Shire should: (i) Develop, document, and publish an appropriate password policy to govern password configuration and management (ii) Assess and configure appropriate password parameters within the network.	The Shire will develop, document, and publish an appropriate password policy to govern password configuration and management. Additionally, the Shire will assess and configure appropriate password parameters within the network.	<i>Managed IT is providing support with network security management. Part of network security management involves password Management.</i>
Password parameter	Industry best practice	Shire's password configuration											
Password History	Minimum 6 passwords	5 passwords											

7.4 COMPLIANCE REPORTS - COUNCILLOR MEETING ATTENDANCE

File Number: 4262 - Status Reports

Author: Sarah Smith, Executive Services Coordinator

Responsible Officer: Amanda Dexter, Chief Executive Officer

Authority/Discretion: Information

SUMMARY

For the Committee to monitor councillor attendance at Ordinary Meetings of Council and Special Council Meetings to oversee compliance with the Local Government Act.

DISCLOSURE OF ANY INTEREST

Nil by Author and Responsible Officer.

BACKGROUND

The Councillor Meeting Attendance Report provides Council with accurate meeting attendance register and allows the Administration to monitor attendance by Councillors to ensure compliance with the Local Government Act 1995.

STATUTORY ENVIRONMENT

Local Government Act 1995

2.25. Disqualification for failure to attend meetings

- (1) A council may, by resolution, grant leave of absence, to a member.
- (2) Leave is not to be granted to a member in respect of more than 6 consecutive ordinary meetings of the council without the approval of the Minister, unless all of the meetings are within a period of 3 months.
- (3A) Leave is not to be granted in respect of —
 - (a) a meeting that has concluded; or
 - (b) the part of a meeting before the granting of leave.
- (3) The granting of the leave, or refusal to grant the leave and reasons for that refusal, is to be recorded in the minutes of the meeting.
- (4) A member who is absent, without obtaining leave of the council, throughout 3 consecutive ordinary meetings of the council is disqualified from continuing his or her membership of the council, unless all of the meetings are within a 2 month period.
- (5A) If a council holds 3 or more ordinary meetings within a 2 month period, and a member is absent without leave throughout each of those meetings, the member is disqualified if he or she is absent without leave throughout the ordinary meeting of the council immediately following the end of that period.

- (5) The non-attendance of a member at the time and place appointed for an ordinary meeting of the council does not constitute absence from an ordinary meeting of the council —
- (a) if no meeting of the council at which a quorum is present is actually held on that day; or
 - (b) if the non-attendance occurs —
 - (i) while the member has ceased to act as a member after written notice has been given to the member under section 2.27(3) and before written notice has been given to the member under section 2.27(5); or
 - (ii) while proceedings in connection with the disqualification of the member have been commenced and are pending; or
 - (iiia) while the member is suspended under section 5.117(1)(a)(iv) or Part 8; or
 - (iii) while the election of the member is disputed and proceedings relating to the disputed election have been commenced and are pending.
- (6) A member who before the commencement of the *Local Government Amendment Act 2009* section 5 was granted leave during an ordinary meeting of the council from which the member was absent is to be taken to have first obtained leave for the remainder of that meeting.

[Section 2.25 amended: No. 49 of 2004 s. 19(1); No. 17 of 2009 s. 5; No. 31 of 2018 s. 5.]

POLICY IMPLICATIONS

Nil.

FINANCIAL IMPLICATIONS

Nil.

STRATEGIC IMPLICATIONS

GOAL	OUR PRIORITIES	WE WILL
1. Leadership and Governance	1.2 Capable, inclusive and effective organisation	1.2.1 Provide strong civic leadership 1.2.2 Provide strong governance

RISK MANAGEMENT CONSIDERATIONS

RISK	LIKELIHOOD	CONSEQUENCE	RISK ANALYSIS	MITIGATION
Financial: Financial, Legal and Compliance, Organisational Operations and Reputation	Unlikely	Severe	Extreme	Monthly reporting to the Audit Committee for awareness and direction where required.

CONSULTATION

Internal consultation has been undertaken with relevant areas to collate information.

COMMENT

There is no compliance concerns noted for this reporting period.

VOTING REQUIREMENT

Simple majority

ATTACHMENTS**1. Council Meeting Attendance Table - 22/23****COMMITTEE RESOLUTION AC113/22**

Moved: Cr Geoff Haerewa

Seconded: Cr Peter McCumstie

That the Audit Committee:

- 1. RECEIVES the information contained in the report detailing Councillor meeting attendance.**

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

Against: Nil

CARRIED 3/0



MEETING ATTENDANCE

The following table provides information on attendance at the 2022/23 Financial Year Ordinary and Special Council Meetings:

Councillor	28	25	29	13	27	24	8	TBC	TBC	TBC	TBC	TBC
	Jul	Aug	Sep	Oct	Oct	Nov	Dec	Feb	Mar	Apr	May	June
	2022	2022	2022	2022	2022	2022	2022	2023	2023	2023	2023	2023
	OCM	OCM	OCM	Special	OCM	OCM	OCM	OCM	OCM	OCM	OCM	OCM
G Haerewa	✓ Phone	LOA	✓	✓	✓							
P McCumstie	LOA	✓	✓	✓	✓							
K Bedford	✓ Phone	LOA	LOA	LOA	LOA							
R Mouda	✓	✓	A	✓	✓ Phone							
P Riley	A	✓ Phone	A	✓ Phone	A							
P White	✓	LOA	LOA	A	✓							
A Twaddle	✓	✓	✓	✓ Phone	✓							
G Davis	✓ Phone	✓	✓ Phone	✓ Phone	✓ Phone							
L Evans	A	✓	✓	A	✓							

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7.5 COMPLIANCE REPORTS - COUNCIL MINUTE MANAGEMENT

File Number: 4262 - Status Reports
Author: Sarah Smith, Executive Services Coordinator
Responsible Officer: Amanda Dexter, Chief Executive Officer
Authority/Discretion: Information

SUMMARY

The Council Minute Management Report provides Council with an update on all actions required to be undertaken by the Administration once a resolution has been adopted by Council at the Ordinary Council and Audit Committee Meetings.

DISCLOSURE OF ANY INTEREST

Nil by Author and Responsible Officer.

BACKGROUND

Officers are required to provide an accurate update on items to inform the Council on the progress, or any delays or the completion of each recommendation adopted by Council at the Ordinary Council and Audit Committee Meetings.

The report assists the Shire fulfil its corporate governance responsibilities in managing the affairs of the organisation. This includes financial reporting, risk management, compliance requirements and auditing.

STATUTORY ENVIRONMENT***Local Government Act 1995***

Section 5.41(a) of the Act requires CEOs to advise councils in relation to the functions of a local government under both the *Local Government Act 1995*, and other legislation.

The CEO's function under section 5.41(b) is to ensure the availability of unbiased, professional and relevant advice and information to elected members for their decision making purposes.

POLICY IMPLICATIONS

Nil.

FINANCIAL IMPLICATIONS

Nil.

STRATEGIC IMPLICATIONS

GOAL	OUR PRIORITIES	WE WILL
1. Leadership and Governance	1.2 Capable, inclusive and effective organisation	1.2.1 Provide strong civic leadership 1.2.2 Provide strong governance

RISK MANAGEMENT CONSIDERATIONS

RISK	LIKELIHOOD	CONSEQUENCE	RISK ANALYSIS	MITIGATION
Financial: Financial, Legal and Compliance, Organisational Operations and Reputation	Unlikely	Severe	Extreme	Monthly reporting to the Audit Committee for awareness and direction where required.

CONSULTATION

Internal consultation has been undertaken with relevant areas to collate information.

COMMENT

All items are up to date within reasonable parameters.

Staff leave, recent resignations and COVID 19 impacts have had some impact on progress, and however the delays at this point are not concerning.

VOTING REQUIREMENT

Simple majority

ATTACHMENTS**1. Council Minute Management - November 2022****COMMITTEE RESOLUTION AC114/22**

Moved: Cr Peter McCumstie

Seconded: Cr Geoff Haerewa

That the Audit Committee:

- 1. RECEIVES the information contained in the report detailing Council Minute Management.**

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

Against: Nil

CARRIED 3/0

Outstanding	Division:	Date From:
	Committee:	Date To:
	Officer:	
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Meeting	Officer/Director	Section	Subject
Council 26/08/2021	Dexter, Amanda Dexter, Amanda	Executive Services	Aboriginal Empowerment Strategy
<p>RESOLUTION 84/21</p> <p>Moved: Cr Geoff Davis Seconded: Cr Rowena Mouda</p> <p>That Council:</p> <ol style="list-style-type: none"> Endorses the Workshop Report – 22 July 2021 – Shire of Derby/West Kimberley Aboriginal Empowerment Strategy; Authorise the CEO to commence a Request for Quote process, to seek out an external consultancy with expertise to support Councillors and the Executive with strategic direction setting and policy development to the Aboriginal Empowerment Strategy; and Endorse the scoping and development of a senior Aboriginal identified position within the SDWK to operationalise empowerment strategies including economic development and communications. <p><u>In Favour:</u> Crs Geoff Haerewa, Paul White, Geoff Davis, Chris Kloss, Andrew Twaddle, Rowena Mouda, Pat Riley and Keith Bedford</p> <p><u>Against:</u> Nil</p> <p style="text-align: right;">CARRIED 8/0</p> <p><i>10 Sep 2021 - 4:12 PM - Sarah Smith</i> Action reassigned to O'Halloran, Amanda by: Smith, Sarah for the reason: Sarah Tobias is an external consultant</p> <p><i>16 Mar 2022 - 11:30 AM - Amanda Dexter</i> Amanda will arrange advertising to progress the appointment of a Organisation/ Consultant to assist with the Development of a Strategy and/ or high level priorities in order to get this program up and running over the next few months.</p> <p><i>16 Mar 2022 - 11:34 AM - Amanda Dexter</i> Revised Target Date changed by: Dexter, Amanda From: 9 Sep 2021 To: 31 May 2022 Reason: This item has not been resourced adequately and higher prioritisation has been allocated to ensure that it progresses over the next few months</p> <p><i>9 Jun 2022 - 4:02 PM - Amanda Dexter</i> Revised Target Date changed by: Dexter, Amanda From: 31 May 2022 To: 30 Jul 2022 Reason: This project has unfortunately not progressed due to resourcing issues, it has been reallocated in the 2022/23 Budget and the CEO's Exec Team will progress the project once the once the budget is approved.</p> <p><i>12 Aug 2022 - 11:09 AM - Amanda Dexter</i> Revised Target Date changed by: Dexter, Amanda From: 30 Jul 2022 To: 30 Sep 2022 Reason: This Item is a high priority for the first quarter of the 2022/23 FY.</p> <p><i>12 Aug 2022 - 11:10 AM - Amanda Dexter</i></p>			

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Revised Target Date changed by: Dexter, Amanda From: 30 Sep 2022 To: 30 Sep 2022
Reason: This Item is a high priority of the 2022/23 FY. A detailed report will be provided to Council by the 30 September 2022

Meeting	Officer/Director	Section	Subject
Council 25/08/2022	Dyer, John Neate, Wayne	Matters for which the Meeting May Be Closed (Confidential)	Award of Tender T5-2022 - Project 1 - Fitzroy Crossing Visitors Centre Carpark Redevelopment and Project 2 - Emanuel Way Stabilisation and Asphalt Seal
RESOLUTION 114/22			
Moved: Cr Geoff Davis			
Seconded: Cr Linda Evans			
That Council;			
<ol style="list-style-type: none"> Award Tender T5-2022 consisting of Project 1 - Fitzroy Crossing Visitors Centre Carpark Redevelopment and Project 2 – Emanuel Way Stabilisation and Asphalt Seal to Buckley's Earthworks and Paving; Amend the 2022-23 Budget reallocating the \$225,000 from the Fitzroy Crossing Road re-seals to Emanuel Way for the purpose of undertaking the Stabilisation and Asphalt Seal work; Reallocate Roads to Recovery Funds from the future 2023-24 Budget allocation pool to Emanuel Way for the purpose of undertaking the Stabilisation and Asphalt Seal work; Amend the 2022-23 Budget to include an additional \$315,632.90 of Local Community Road and Infrastructure (LCRI) funds from the LCRI pool to the Fitzroy Crossing Visitors Centre Carpark Redevelopment; and That authorisation be given to the Chief Executive Officer to negotiate scope of work adjustment with Buckley's Earthworks and Paving. 			
<u>In Favour:</u> Crs Geoff Davis, Andrew Twaddle, Rowena Mouda, Pat Riley, Linda Evans and Peter McCumstie			
<u>Against:</u> Nil			
CARRIED 6/0			

Meeting	Officer/Director	Section	Subject
Council 27/10/2022	Hartley, Neil Dexter, Amanda	Executive Services	Fitzroy Crossing Swimming Pool - Lease Extension

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RESOLUTION 134/22**Moved:** Cr Linda Evans**Seconded:** Cr Rowena Mouda**That Council:**

1. Notes that the current lease to the WA State Government is in "holding over" and that the Fitzroy Crossing Swimming Pool provides a valuable service to the Fitzroy Crossing community at an affordable cost to the Shire; and
2. Instructs the CEO to provide a letter of extension of the existing lease to the WA State Government on the same terms and conditions, for up to 10+10 years.

In Favour: Crs Geoff Haerewa, Paul White, Geoff Davis, Andrew Twaddle, Rowena Mouda, Linda Evans and Peter McCumstieAgainst: Nil**CARRIED 7/0**

Meeting	Officer/Director	Section	Subject
Council 29/06/2022	Hartley, Neil Dexter, Amanda	Executive Services	WA Grants Commission Submission - Change of Distribution Methodology
RESOLUTION 75/22			
Moved: Cr Paul White			
Seconded: Cr Peter McCumstie			
That Council:			
<ol style="list-style-type: none"> 1. Endorse the draft WA Grants Commission submission; 2. Supports the principal that the Shire and the Kimberley Region would benefit from other Kimberley local governments also having input and lodging complimentary submissions to the Grants Commission, and requires that the CEO refer the submission to the Kimberley Regional Group for its input and support; and 3. Authorises the CEO to modify the report following any feedback from the Kimberley Regional Group's members, and subsequent to that, forward 			

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the finalised submission to the Grants Commission for its consideration.

In Favour: Crs Geoff Haerewa, Paul White, Andrew Twaddle, Keith Bedford and Peter McCumstie

Against: Nil

CARRIED 5/0

12 Aug 2022 - 11:20 AM - Amanda Dexter

Revised Target Date changed by: Dexter, Amanda From: 13 Jul 2022 To: 30 Sep 2022

Reason: The Submission has been circulated to the KRG CEO's and Councils for their review and any recommendation and ultimate endorsement, prior to sending through to the Commission.

7 Sep 2022 - 8:29 AM - Neil Hartley

Revised Target Date changed by: Hartley, Neil From: 30 Sep 2022 To: 30 Jun 2023

Reason: Submission forwarded to Grants Commission. Assessment by Commission is expected to be concluded prior to the notification of the 2023/24 grant allocations.

Meeting	Officer/Director	Section	Subject
Council 13/10/2022	Hartley, Neil Dexter, Amanda	Executive Services	Local Government Reforms: Direct Election of the President, and Consequential Changes to the Council

RESOLUTION 130/22

Moved: Cr Peter McCumstie

Seconded: Cr Andrew Twaddle

That Council:

1. advises the Department of Local Government (in writing) by 28 October 2023, that it chooses to follow Option 2 of the *Reform Election Pathway* (which will see a change the method of electing the Shire President to "election by the electors method" and the reduction in the number of elected member positions by one (to provide for an elector Shire President); and
2. notes that the Reform Election Pathway may result in a "full spill" of all Councillors occurring as part of the 2023 Council Elections.

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

Against: Nil

CARRIED 6/0

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Meeting	Officer/Director	Section	Subject
Council 28/07/2022	Hartley, Neil Dexter, Amanda	Matters for which the Meeting May Be Closed (Confidential)	Derby Airport - Lease to Frontier Helicopters (Area #18)
<p>RESOLUTION 101/22</p> <p>Moved: Cr Geoff Davis</p> <p>Seconded: Cr Geoff Haerewa</p> <p>That Council takes the following position in regard to the Frontier Helicopter (Derby Airport Area #18) lease:</p> <ol style="list-style-type: none"> 1. Endorse the establishment of a new lease over Derby Airport Lease Area #18 on the following general conditions: <ol style="list-style-type: none"> a. Lessee to be Frontier Helicopters Pty Ltd (under new ownership); b. 10+10 year term; c. Subject to #2 below, a commencing annual rental of \$15,304.68 (+GST and adjusted annually by CPI/market review), d. The lease area to be in full compliance with all relevant legislate (e.g. planning permit and building licences); e. All fuel storage be removed from the site or be in accordance with lease conditions; f. May include the temporary assignment of the existing lease until the new lease is in position and may require that the existing lease to remain in place in "holding over" mode, until the new lease takes effect; and g. The Lessee being required to meet the legal and other costs of the preparation of the Deed of Lease Extension, including the lodgement of a deposit on these costs of \$8,000; 2. Notes that through S. 3.58 (4)(c)(ii) of the Local Government Act, Council has thus far utilised a 11 October 2021 valuation, which was carried out more than 6 months before the proposed disposition, and whilst it believes it to still be a true indicator of the rental value, if the new (July/August 2022) valuation sought does provide for a higher rental sum, then that new valuation figure is to be utilised as the commencing lease fee referred to in (1c) above; 3. Notes that the public advertising process for S. 3.58 has occurred, with no objections received; 4. Authorises the President and Chief Executive Officer to execute the necessary documentation and apply the Shire's Common Seal (if required); and 5. The CEO be required to manage (1d) and (1e) above, including progressing the voiding of the lease if the lessee fails to comply with these 			

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requirements within a reasonable period of time as determined by the CEO.

In Favour: Crs Geoff Haerewa, Geoff Davis, Andrew Twaddle, Rowena Mouda, Pat Riley and Keith Bedford

Against: Nil

CARRIED 6/0

12 Aug 2022 - 11:33 AM - Sarah Smith

Revised Target Date changed by: Smith, Sarah From: 11 Aug 2022 To: 15 Sep 2022

Reason: Lease documents have been sent to Frontier Helicopters buyer and seller for execution. Waiting for contract of sale.

7 Sep 2022 - 8:27 AM - Neil Hartley

Revised Target Date changed by: Hartley, Neil From: 15 Sep 2022 To: 31 Oct 2022

Reason: Originally proposed sale of Frontier Helicopters (to Helispirit) has fallen through. Company ownership/Leasee to now remain unchanged. Lease to otherwise be as per Council resolution.

Meeting	Officer/Director	Section	Subject
Council 27/05/2021	Hartley, Neil Dexter, Amanda	Executive Services	Sale of "Dongas" - Derby Airport
RESOLUTION 49/21			
Moved: Cr Paul White			
Seconded: Cr Andrew Twaddle			
That Council;			
<ol style="list-style-type: none"> 1. Accept the offer from Department of Biodiversity, Conservation and Attractions for up to \$10,000 to purchase six of the remaining eight surplus to requirements transportable buildings (currently located at the Derby Airport); and 2. Authorise the CEO to negotiate with the Department of Biodiversity, Conservation and Attractions with the view to it also taking the remaining two units, and for those units to be relocated from the airport. Alternatively, if that cannot be agreed to, to dispose of the remaining two units if within a reasonable period of time a use cannot be found for them within the community, or a buyer is not forthcoming. 			
<u>In Favour:</u> Crs Geoff Haerewa, Paul White, Geoff Davis, Chris Kloss, Andrew Twaddle, Steve Ross, Rowena Mouda, Pat Riley and Keith Bedford			
<u>Against:</u> Nil			
CARRIED 9/0 BY ABSOLUTE MAJORITY			

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4 Jun 2021 - 3:32 PM - Neil Hartley

Revised Target Date changed by: Hartley, Neil From: 10 Jun 2021 To: 31 Jul 2021

Reason: Sale no longer progressing. Other options being explored.

5 Jul 2021 - 8:37 AM - Neil Hartley

Revised Target Date changed by: Hartley, Neil From: 31 Jul 2021 To: 31 Dec 2021

Reason: Dongas sold to Mt Hart. Removal to occur in November/December 2021.

8 Mar 2022 - 5:08 PM - Neil Hartley

Revised Target Date changed by: Hartley, Neil From: 28 Feb 2022 To: 30 Apr 2022

Reason: Transport has not occurred as promised, but purchaser has advised that dongas will be removed as soon as possible.

31 Mar 2022 - 2:46 PM - Neil Hartley

Revised Target Date changed by: Hartley, Neil From: 30 Apr 2022 To: 30 Jun 2022

Reason: Still awaiting Mt Hart to remove the dongas. Mt Hart contacted but it has unfortunately not met its commitments.

4 Jul 2022 - 9:35 AM - Neil Hartley

Revised Target Date changed by: Hartley, Neil From: 30 Jun 2022 To: 31 Dec 2022

Reason: Lack of available staff by Mt Hart (due to COVID-29) to move dongas.

Meeting	Officer/Director	Section	Subject
Council 27/10/2022	Hartley, Neil Dexter, Amanda	Executive Services	Elected Member Superannuation
RESOLUTION 137/22			
Moved: Cr Linda Evans			
Seconded: Cr Paul White			
That Council:			
1. Supports the principle of individual Councils being legislatively enabled to decide on the question of whether to endorse the payment of superannuation to Councillors;			
2. Supports the principle for payment of superannuation to Councillors as this will further assist to expand the potential for increased numbers of community members to consider nominating for a position on Council; and			
3. Advise WALGA that it does <u>not</u> support the position carried at the WALGA Annual General Meeting (vis. that superannuation should be mandatory for Elected Members of Band 1 and Band 2 Councils and optional for Band 3 and Band 4 Councils).			
<u>In Favour:</u> Crs Geoff Haerewa, Paul White, Geoff Davis, Andrew Twaddle, Rowena Mouda, Linda Evans and Peter McCumstie			
<u>Against:</u> Nil			

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CARRIED 7/0

Meeting	Officer/Director	Section	Subject
Council 25/11/2021	Hartley, Neil Dexter, Amanda	Matters for which the Meeting May Be Closed (Confidential)	Derby Jetty - Insurance and Related Considerations
RESOLUTION 159/21 Moved: Cr Paul White Seconded: Cr Geoff Davis That Council: <ol style="list-style-type: none"> 1. Accepts the position offered by Kimberley Ports Authority that the Derby Jetty can be insured for \$5.6m on the basis that in the event of a catastrophic event which destroyed the jetty, the jetty would not be reinstated or replaced utilising the existing design and specifications, and the intent would be to clear the site and reinstate a small recreational jetty (due to the change in demand and utilisation since the Jetty was first built); 2. Understands that any costs above the insured level would be the responsibility of the Shire to bear, and asks that the Chief Executive Officer arrange for engineering studies to be sought to confirm the most prudent level of insurance that should be set, such that removal of debris/clean-up can be undertaken, and construction/reinstatement of a small recreational jetty to replace the existing structure can be achieved, without there being any undue risk of excess costs resulting. 3. Confirms the need to maintain current levels of insurance levels (until 2023 when the MPA Fish Farms Lease is due to expire) unless legal advice is obtained that reasonably allows the changes to be brought in earlier; 4. Notes that the eventual lease renegotiations with Kimberley Mineral Sands will need to accommodate a mutually agreed position on jetty insurance; 5. Requires the Chief Executive Officer to pursue the implementation of a Deed to suitably modify the insurance clauses of the Head Lease (from "replacement", to a "removal of debris/clean up only" clause); 6. Requires that any future Derby Port/Jetty Leases provide clarity on the Shire's capacity going forward to undertake Jetty maintenance or replacement, and that the Shire's position be suitably protected; 			

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7. Requires that a Derby Port Masterplan workshop be scheduled with Councillors, to outline options available for the sustainable operation of the Derby Port; and

8. Requires that a review of Derby Jetty fees/charges be undertaken and a report be presented to Council on the options available to it.

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

Against: Nil

CARRIED 9/0

31 Mar 2022 - 2:37 PM - Neil Hartley

Revised Target Date changed by: Hartley, Neil From: 9 Dec 2021 To: 30 Jun 2023

Reason: Insurance changes can be accommodated by LGIS, but can generally only occur once each year, on policy renewal (end of financial year). Insurance change is also subject to Kimberley Mineral Sands and MPA Fish Farms lease clauses and commitments. It is hoped that a change to Removal of Debris Only insurance can be arranged to occur from 1 July 2023.

Meeting	Officer/Director	Section	Subject
Council 27/10/2022	Hartley, Neil Dexter, Amanda	Executive Services	Derby Port Masterplan (Draft for Stakeholder Consultation)
RESOLUTION 135/22			
Moved: Cr Peter McCumstie			
Seconded: Cr Linda Evans			
That Council:			
<ol style="list-style-type: none"> Endorse the attached draft Derby Port Masterplan for the purposes of Stakeholder consultation; Endorse the attached stakeholder consultation process and require the CEO to facilitate its implementation; Notes that a "save the date" email has already been distributed to Derby Port Stakeholders; and Requires that the CEO reports back to Council with a final draft of the Derby Port Masterplan by June 2023, to enable any relevant components to be referred on for 2023/24 budget consideration. 			
<u>In Favour:</u> Crs Geoff Haerewa, Paul White, Geoff Davis, Andrew Twaddle, Rowena Mouda, Linda Evans and Peter McCumstie			
<u>Against:</u> Nil			

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CARRIED 7/0

Meeting	Officer/Director	Section	Subject
Council 9/12/2021	Hartley, Neil Dexter, Amanda	Executive Services	Fitzroy Crossing Airport - Proposal for State Government Funding Plan
RESOLUTION 160/21			
Moved: Cr Peter McCumstie			
Seconded: Cr Keith Bedford			
That Council:			
<ol style="list-style-type: none"> Endorse the principle and thrust of the Fitzroy Crossing Airport Funding Plan and request the CEO to coordinate its finalisation at the earliest opportunity; Authorise the President and the Chief Executive Officer to facilitate discussions with the State Government for a contribution towards the long term asset management funding of the Fitzroy Crossing Airport; and Notes that a separate report on Curtin and Derby airports, including asset and operational cost considerations at those sites, will be forthcoming. 			
<u>In Favour:</u> Crs Geoff Haerewa, Paul White, Andrew Twaddle, Rowena Mouda, Pat Riley, Keith Bedford, Linda Evans and Peter McCumstie			
<u>Against:</u> Nil			
CARRIED 8/0			
<p><i>15 Dec 2021 - 9:53 AM - Neil Hartley</i> Revised Target Date changed by: Hartley, Neil From: 23 Dec 2021 To: 31 Mar 2022 Reason: Letter forwarded to State Minister for Health. Awaiting meeting opportunity. Still need to finalise Funding Proposal with accurate asset management estimates (awaiting consultant engineering report).</p> <p><i>7 Feb 2022 - 7:28 AM - Neil Hartley</i> Revised Target Date changed by: Hartley, Neil From: 31 Mar 2022 To: 30 Jun 2022 Reason: Minister for Health has passed on to Minister for Transport. Requires ongoing lobbying of state government.</p> <p><i>3 Jun 2022 - 10:35 AM - Neil Hartley</i> Revised Target Date changed by: Hartley, Neil From: 30 Jun 2022 To: 30 Sep 2022 Reason: In ongoing discussions with Department of Transport. Asset Management Plans being prepared for DoT consideration to justify ongoing state support. \$1.5m(State - approved) + \$1.5m(Federal - awaiting confirmation) grants applied for to fund runway and apron area upgrade.</p> <p><i>7 Sep 2022 - 8:36 AM - Neil Hartley</i> Revised Target Date changed by: Hartley, Neil From: 30 Sep 2022 To: 30 Apr 2024</p>			

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Reason: \$1.5m (State) + \$1.5m (Federal) grants secured. Project Manager appointed. Works to now be scheduled and tendered for construction to occur in 2023. Discussions continue with State Department of Transport on the longer term management/funding of FX Airport.

Meeting	Officer/Director	Section	Subject
Council 28/10/2021	Hartley, Neil Dexter, Amanda	Matters for which the Meeting May Be Closed (Confidential)	Derby Airport - Royal Flying Doctor Service Lease/Landing Fees
<p>RESOLUTION 139/21</p> <p>Moved: Cr Linda Evans</p> <p>Seconded: Cr Keith Bedford</p> <p>That Council by Absolute Majority:</p> <ol style="list-style-type: none"> 1. Accepts the offer of the Royal Flying Doctor Service to in addition to its normal services consumption fees and charges payments, to also pay the equivalent of 50% of the annual lease fee from 1 July 2021 until the expiry of the current lease period (31 July 2023); 2. Agrees that in light of #1, to write off outstanding lease fees charged to Royal Flying Doctor Service of \$80,190.00 (for the period concluding 30 April 2021); 3. Authorises the Chief Executive Officer to secure an agreement with Royal Flying Doctor Service for the payment of relevant Derby Airport fees, including if required, reasonable use of the Derby Airport Terminal for patient transfers. <p><u>In Favour:</u> Crs Geoff Haerewa, Paul White, Geoff Davis, Andrew Twaddle, Rowena Mouda, Pat Riley, Keith Bedford, Linda Evans and Peter McCumstie</p> <p><u>Against:</u> Nil</p> <p style="text-align: right;">CARRIED 9/0</p> <p><i>31 Mar 2022 - 2:16 PM - Neil Hartley</i> Revised Target Date changed by: Hartley, Neil From: 11 Nov 2021 To: 30 Apr 2022 Reason: Agreement reached with Royal Flying Doctor Service, inclusive of comments provided by the Shire's legal advisors. Awaiting final documents from RFDS to execute (RFDS producing documents "in-house").</p> <p><i>3 May 2022 - 1:52 PM - Neil Hartley</i> Revised Target Date changed by: Hartley, Neil From: 30 Apr 2022 To: 31 May 2022 Reason: Still awaiting final documents from RFDS to execute (RFDS producing documents "in-house").</p> <p><i>16 May 2022 - 4:36 PM - Neil Hartley</i> Revised Target Date changed by: Hartley, Neil From: 31 May 2022 To: 30 Jun 2022 Reason: Deed of Agreement settled but awaiting RFDS Board Meeting to confirm it does not wish to take up the lease extension, following which that final clause can be worded and the document executed.</p>			

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4 Jul 2022 - 9:26 AM - Neil Hartley

Revised Target Date changed by: Hartley, Neil From: 30 Jun 2022 To: 30 Sep 2022

Reason: Still awaiting advice from RFDS in regard to its position on Derby hangar and this is aligned to its position on its housing stock in Derby. There is no dispute about the contract conditions and the matter will resolve itself in due course.

Meeting	Officer/Director	Section	Subject
Council 27/10/2022	Mildenhall, Christie Dexter, Amanda	New Business Of An Urgent Nature	Response to consultation on the proposed changes to the Banned Drinkers Register
RESOLUTION 143/22			
Moved: Cr Paul White			
Seconded: Cr Linda Evans			
That Council;			
1. Notes the consultation paper on the proposed changes to the Banned Drinkers Register (BDR).			
2. Endorses the proposed responses to the consultation survey provided in Attachment 2 for submission to the Department of Local Government, Sport and Cultural Industries on behalf of the Shire of Derby / West Kimberley.			
<u>In Favour:</u> Crs Geoff Haerewa, Paul White, Geoff Davis, Andrew Twaddle, Rowena Mouda, Linda Evans and Peter McCumstie			
<u>Against:</u> Nil			
CARRIED 7/0			

Meeting	Officer/Director	Section	Subject
Audit Committee 23/06/2022	Mildenhall, Christie Dexter, Amanda	Reports	LGIS / Royal Life-saving WA Safety Assessment and Improvement Audit
COMMITTEE RESOLUTION AC54/22			
Moved: Cr Peter McCumstie			
Seconded: Cr Geoff Haerewa			

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That the Audit Committee;

1. Receives the information contained in the report detailing the Royal Life-Saving Safety Assessment and Improvement Plan.
2. Notes the proposed Action Plan as outlined in Attachment 2 to address the issues identified in the Royal Life-Saving WA Safety Assessment and Improvement Plan.

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

Against: Nil

CARRIED 5/0

18 Aug 2022 - 8:12 AM - Christie Mildenhall

Feedback provided to Royal Lifesaving on some aspects of the report as per process. Final report has been provided with our total audit score increasing from 88.04% to 90.22% (90% is target mark).

18 Aug 2022 - 3:22 PM - Christie Mildenhall

15 of 32 identified actions now completed.

1 Nov 2022 - 10:42 AM - Christie Mildenhall

26/32 items completed.

Meeting	Officer/Director	Section	Subject
Council 27/10/2022	Neate, Wayne Dexter, Amanda	Technical Services	Awarding of Tender T7-2022 - Reconstruction works of Yurabi Road
RESOLUTION 138/22			
Moved: Cr Paul White			
Seconded: Cr Andrew Twaddle			
That Council award Tender T7-2022 Bitumen and Road formation repairs Yurabi Road, Fitzroy Crossing to Buckley's Earthworks and Paving.			
<u>In Favour:</u> Crs Geoff Haerewa, Paul White, Geoff Davis, Andrew Twaddle, Rowena Mouda, Linda Evans and Peter McCumstie			
<u>Against:</u> Nil			
CARRIED 7/0			

Meeting	Officer/Director	Section	Subject
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Outstanding	Division:	Date From:
	Committee:	Date To:
	Officer:	
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Council 25/08/2022	Neate, Wayne Dexter, Amanda	Technical Services	REQUEST TO CLOSE HOLLAND STREET, DERBY AND TO AMALGAMATE WITH ADJOINING LAND
RESOLUTION 110/22			
Moved: Cr Andrew Twaddle			
Seconded: Cr Rowena Mouda			
That with respect to request to close Holland Street, Derby and to amalgamate with adjoining land, Council:			
<ol style="list-style-type: none"> 1. Pursuant to Section 58 of the Land Administration Act 1997, support the permanent closure of Holland Street, Derby as outlined in this Report and expresses its preference that the closed portion be offered to adjoining land owners to acquire those portions of the closed road that abut their land; 2. Give notice of the proposed road closure in accordance with <i>Land Administration Act 1978</i> allowing a minimum period of 35 days for people to lodge submissions from the date of the notice; 3. At the conclusion of the submission period, that the Chief Executive Officer be requested to provide a further report addressing whether to proceed or not to proceed with the proposed road closure in light of any submissions; and 4. Instruct the Chief Executive Officer to write to all of the owners requesting that they indemnify the Shire and the State of Western Australia of any and all third party costs that may be triggered by this process and only proceed with points 1, 2 and 3 when all letters are received from all property owners that adjoin the Holland Street road reserve. 			
<u>In Favour:</u> Crs Geoff Davis, Andrew Twaddle, Rowena Mouda, Pat Riley, Linda Evans and Peter McCumstie			
<u>Against:</u> Nil			
CARRIED 6/0			
<p>3 Nov 2022 - 4:38 PM - Wayne Neate</p> <p>Revised Target Date changed by: Neate, Wayne From: 8 Sep 2022 To: 30 Jan 2023</p> <p>Reason: All letters agreeing to indemnify Shire have been recieved from all property Owners. Currently advertising proposal and will await outcome of advertising.</p>			

Meeting	Officer/Director	Section	Subject
Council 25/06/2020	Neate, Wayne Dexter, Amanda	Executive Services	Allocation of Curtin Airport Donga's

Outstanding	Division:	Date From:
	Committee:	Date To:
	Officer:	
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RESOLUTION 105/20**Moved: Cr Rowena Mouda****Seconded: Cr Paul White****That Council;**

1. **Advertise notice of intention to dispose of the ex-Curtin Accommodation Block 3 to the Friends of Wharfinger House in accordance with section 3.58 of the *Local Government Act 1995*, subject to the relevant approvals being gained;**
2. **Advertise notice of intention to dispose of the ex-Curtin Accommodation Block 4 to the Derby Enduro Club in accordance with section 3.58 of the *Local Government Act 1995*, subject to the relevant approvals being gained;**
3. **Advertise notice of intention to dispose of the ex-Curtin Accommodation Block 5 to the Derby Golf Club in accordance with section 3.58 of the *Local Government Act 1995*, subject to the relevant approvals being gained;**
4. **Advertise notice of intention to dispose of the ex-Curtin Security Block to the Derby Regional Hospital in accordance with section 3.58 of the *Local Government Act 1995*, subject to the relevant approvals being gained;**
5. **Note that the Shire is using the remaining two Guard Houses for its own purposes; and**
6. **Advertise to the wider public for expression of interest for the use of the eight piece medical facility and for any of the other buildings should the disposal of the assets listed in points 1 through to 4 not occur for any reason.**

In Favour: Crs Geoff Haerewa, Paul White, Geoff Davis, Chris Kloss, Andrew Twaddle, Steve Ross, Rowena Mouda, Pat Riley and Keith BedfordAgainst: Nil**CARRIED 9/0 BY ABSOLUTE MAJORITY***3 Sep 2020 - 2:29 PM - Wayne Neate*

Revised Target Date changed by: Neate, Wayne From: 9 Jul 2020 To: 30 Jul 2020

Reason: All parties have been written to about the allocation of the Donga's and have been requested to write back to Council Accepting the offer - If accepted disposal will be advertised. If not disposal plus extra dongas will be advertised to the public for interest.

28 Oct 2020 - 10:34 AM - Wayne Neate

Revised Target Date changed by: Neate, Wayne From: 30 Jul 2020 To: 01 Dec 2020

Reason: All parties are now in agreement to remove the Donga's as per agenda item just waiting on approval process for each organisation

5 Feb 2021 - 3:17 PM - Amanda Dexter

No formal application was received - the Shire will need to review and seek further advice.

Outstanding	Division:	Date From:
	Committee:	Date To:
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5 Feb 2021 - 3:18 PM - Amanda Dexter
 Revised Target Date changed by: O'Halloran, Amanda From: 1 Dec 2020 To: 31 Mar 2021
 Reason: As per comments

8 Apr 2021 - 2:46 PM - Wayne Neate
 Revised Target Date changed by: Neate, Wayne From: 31 Mar 2021 To: 30 Jun 2021
 Reason: No one has taken the opportunity to bid for these they will be advertised for sale again shortly.

13 Sep 2021 - 8:38 AM - Wayne Neate
 Revised Target Date changed by: Neate, Wayne From: 30 Jun 2021 To: 01 Nov 2021
 Reason: All Donga's have been allocated awaiting groups to remove and place onsite

18 Oct 2021 - 3:53 PM - Wayne Neate
 Revised Target Date changed by: Neate, Wayne From: 1 Nov 2021 To: 01 Dec 2021
 Reason: We have recently written to all of the groups in regards to the Dongas to confirm moving the buildings.

19 Dec 2021 - 1:07 PM - Wayne Neate
 Revised Target Date changed by: Neate, Wayne From: 1 Dec 2021 To: 31 Jan 2022
 Reason: Hospital has moved Dongas. Medical facility is to be relocated to Mt Hart (8 piece). Derby Enduro has handed thiers back. Derby Golf Club will take thiers and Derby Turf Clubs to place at the Sportsmans Club and Golf Club

16 Mar 2022 - 12:24 PM - Wayne Neate
 Revised Target Date changed by: Neate, Wayne From: 31 Jan 2022 To: 01 May 2022
 Reason: One Donga has been Handed back to re issue all others were promised to be collected prior to the Wet season. Will work with Groups post the wet season to ensure they are taken up

17 May 2022 - 8:33 AM - Wayne Neate
 Revised Target Date changed by: Neate, Wayne From: 1 May 2022 To: 01 Jul 2022
 Reason: One Donga has been passed back in and awaiting other Donga's to be removed by Community Groups and Colin Fitzgerald

12 Aug 2022 - 10:47 AM - Wayne Neate
 Revised Target Date changed by: Neate, Wayne From: 1 Jul 2022 To: 01 Sep 2022
 Reason: Still awaiting organisations to remove thier buildings

3 Nov 2022 - 4:40 PM - Wayne Neate
 Revised Target Date changed by: Neate, Wayne From: 1 Sep 2022 To: 04 Jan 2023
 Reason: We are currently Following up with allocated Groups/persons to see where each Groups/person are at with thier processes. currently one unallocated 40' and small security Donga

Meeting	Officer/Director	Section	Subject
Council 25/06/2020	Neate, Wayne Dexter, Amanda	Technical Services	Fitzoy Crossing - Low level Crossing
RESOLUTION 111/20			
Moved: Cr Geoff Davis			
Seconded: Cr Paul White			
That Council;			
1. Include the Fitzroy Crossing Low Level Crossing in the Road Maintenance Strategy 2020-25 with updated pricing for the risk assessment and upgrade			

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works.

2. Close the Fitzroy Crossing Low Level Crossing to all traffic and advertise the decision as per the requirements of the Local Government Act 1995.
3. Instruct Officers to investigate feasible options to close the Fitzroy Crossing Low Level Crossing to traffic but allow access to the banks of the Fitzroy River.
4. Instruct officers to investigate alternative sources of funding for the Low Level Crossing.

In Favour: Crs Geoff Haerewa, Paul White, Geoff Davis, Chris Kloss, Andrew Twaddle, Steve Ross, Rowena Mouda, Pat Riley and Keith Bedford

Against: Nil

CARRIED 9/0

5 Feb 2021 - 3:18 PM - Amanda Dexter

This project is ongoing, further advice is being sought from Main Roads in regards to structural integrity and funding is being sought to implement the social infrastructure.

5 Feb 2021 - 3:19 PM - Amanda Dexter

Revised Target Date changed by: O'Halloran, Amanda From: 9 Jul 2020 To: 31 Mar 2021

Reason: This project is ongoing

4 Jun 2021 - 3:33 PM - Sarah Smith

Revised Target Date changed by: Smith, Sarah From: 31 Mar 2021 To: 30 Jun 2021

Reason: This project is ongoing

16 Mar 2022 - 12:25 PM - Wayne Neate

Revised Target Date changed by: Neate, Wayne From: 30 Jun 2021 To: 01 Jun 2022

Reason: Beginning to explore options for post this wet season to place bollards on old Crossing

12 Aug 2022 - 12:58 PM - Wayne Neate

Revised Target Date changed by: Neate, Wayne From: 1 Jun 2022 To: 01 Dec 2022

Reason: Still working through the actions listed in Council

Meeting	Officer/Director	Section	Subject
Council 25/03/2021	Neate, Wayne Dexter, Amanda	Development Services	Policy H2 - Traders and Stall Holders Permits (revised)
RESOLUTION 24/21			
Moved: Cr Rowena Mouda			
Seconded: Cr Paul White			
That Council:			

Outstanding	Division:	Date From:
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	Officer:	
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1. Pursuant to Section 2.7(2)(b) of the Local Government Act, 1995 adopt Policy H2 – Traders and Stall Holders Permits (revised) as presented in Attachment 1 of this report for a period of three months whilst it seeks community consultation on the matter.
2. Request the Chief Executive Officer to undertake a consultation process as addressed in the Shire Report and refer the matter back to Council for consideration.

In Favour: Crs Geoff Haerewa, Paul White, Geoff Davis, Chris Kloss, Andrew Twaddle, Rowena Mouda, Pat Riley and Keith Bedford

Against: Nil

CARRIED 8/0

17 May 2021 - 3:49 PM - Robert Paull

Further report to Council on outcome of advertising

10 Sep 2021 - 4:14 PM - Robert Paull

Report to be prepared for the 28 October 2021 Council meeting.

10 Aug 2022 - 11:04 AM - Sarah Smith

Action reassigned to Neate, Wayne by: Smith, Sarah for the reason: Rob Paull has left the organisation

12 Aug 2022 - 10:49 AM - Wayne Neate

Revised Target Date changed by: Neate, Wayne From: 8 Apr 2021 To: 01 Sep 2022

Reason: With resignation of MDS the DTDS will need to investigate what has occurred

Meeting	Officer/Director	Section	Subject
Council 24/06/2021	Neate, Wayne Dexter, Amanda	Development Services	Proposal for Lease Agreement - Horizon Power Community Battery

Outstanding	Division:	Date From:
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RESOLUTION 78/21**Moved:** Cr Geoff Davis**Seconded:** Cr Rowena Mouda

A motion was moved that Council suspend standing orders.

In Favour: Crs Paul White, Geoff Davis, Andrew Twaddle, Rowena Mouda, Pat Riley and Keith BedfordAgainst: Nil**CARRIED 6/0****RESOLUTION 80/21****Moved:** Cr Rowena Mouda**Seconded:** Cr Geoff Davis**That Council:****1. Authorise the CEO to decide on the most appropriate location of the Horizon Power Community Battery at Nicholson Square Oval, or an alternative location if that is deemed more appropriate.****2. Agrees to lease the required land to Horizon Power for \$500 p.a., utilising the attached lease document (under confidential section Attachment "C"), noting that the CEO is authorised to make any necessary modifications to ensure the Shire's interest are suitably protected; and****3. Notes that Horizon Power is an exempt body as that relates to the Shire being otherwise required to progress through the Local Government Act's S 3.58 (Disposing of Property) provisions.**In Favour: Crs Paul White, Geoff Davis, Andrew Twaddle, Rowena Mouda, Pat Riley and Keith BedfordAgainst: Nil**CARRIED 6/0***19 Jul 2021 - 3:51 PM - Philip Gehrmann*

Revised Target Date changed by: Gehrmann, Philip From: 8 Jul 2021 To: 27 Aug 2021

Reason: Awaiting feedback from Horizon Power on next steps.

Outstanding	Division:	Date From:
	Committee:	Date To:
	Officer:	
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10 Sep 2021 - 4:06 PM - Sarah Smith

Action reassigned to Neate, Wayne by: Smith, Sarah for the reason: Phillip Gerhmann no longer at SDWK

18 Oct 2021 - 3:51 PM - Wayne Neate

Revised Target Date changed by: Neate, Wayne From: 27 Aug 2021 To: 01 Dec 2021

Reason: Horizon Power working up lease

19 Dec 2021 - 1:09 PM - Wayne Neate

Revised Target Date changed by: Neate, Wayne From: 1 Dec 2021 To: 01 Apr 2022

Reason: Location has been determined at Nicholson Square, Lease being progressed

16 Mar 2022 - 12:27 PM - Wayne Neate

Revised Target Date changed by: Neate, Wayne From: 1 Apr 2022 To: 01 Jun 2022

Reason: Horizon Power yet to provide Lease document

17 May 2022 - 8:31 AM - Wayne Neate

Revised Target Date changed by: Neate, Wayne From: 1 Jun 2022 To: 01 Jul 2022

Reason: Work onsite has commenced however lease is not in place as yet

12 Aug 2022 - 11:20 AM - Wayne Neate

Revised Target Date changed by: Neate, Wayne From: 1 Jul 2022 To: 01 Oct 2022

Reason: Work has commenced on site however lease has not been resolved

Meeting	Officer/Director	Section	Subject
Council 29/06/2022	Neate, Wayne Dexter, Amanda	Development Services	Adoption of the 2022 Local Recovery Plan
<p>RESOLUTION 81/22</p> <p>Moved: Cr Paul White</p> <p>Seconded: Cr Andrew Twaddle</p> <p>That Council:</p> <ol style="list-style-type: none"> Adopt the Local Recovery Plan (LRP), in accordance with the requirement of the Emergency Management Act 2005; and Request the Chief Executive Officer to forward a copy of the LRP to the State Emergency Management Committee. <p><u>In Favour:</u> Crs Geoff Haerewa, Paul White, Andrew Twaddle, Keith Bedford and Peter McCumstie</p> <p><u>Against:</u> Nil</p> <p style="text-align: right;">CARRIED 5/0</p> <p>10 Aug 2022 - 11:05 AM - Sarah Smith</p> <p>Action reassigned to Neate, Wayne by: Smith, Sarah for the reason: Rob Paull has left the organisation</p>			

Outstanding	Division:	Date From:
	Committee:	Date To:
	Officer:	
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12 Aug 2022 - 11:02 AM - Wayne Neate

Revised Target Date changed by: Neate, Wayne From: 13 Jul 2022 To: 13 Jul 2022

Reason: With resignation of MDS, DTDS investigating where the matter is up to

12 Aug 2022 - 11:12 AM - Wayne Neate

Revised Target Date changed by: Neate, Wayne From: 13 Jul 2022 To: 01 Sep 2022

Reason: With resignation of MDS, DTDS investigating where the matter is up to

3 Nov 2022 - 4:43 PM - Wayne Neate

Revised Target Date changed by: Neate, Wayne From: 1 Sep 2022 To: 16 Dec 2022

Reason: DFES have reviewed document will undertake out of session approval from LEMC before forwarding to DEMC and then SEMC

Meeting	Officer/Director	Section	Subject
Council 29/06/2022	Neate, Wayne Dexter, Amanda	Development Services	Adoption of the 2022 Local Emergency Management Arrangements
<p>RESOLUTION 80/22</p> <p>Moved: Cr Andrew Twaddle</p> <p>Seconded: Cr Keith Bedford</p> <p>That Council:</p> <ol style="list-style-type: none"> 1. Adopt the Local Emergency Management Arrangements (LEMA), in accordance with the requirement of the <i>Emergency Management Act 2005</i>. 2. Request the Chief Executive Officer to forward a copy of the LEMA to the State Emergency Management Committee. <p><u>In Favour:</u> Crs Geoff Haerewa, Paul White, Andrew Twaddle, Keith Bedford and Peter McCumstie</p> <p><u>Against:</u> Nil</p> <p style="text-align: right;">CARRIED 5/0</p>			
<p>10 Aug 2022 - 11:04 AM - Sarah Smith</p> <p>Action reassigned to Neate, Wayne by: Smith, Sarah for the reason: Rob Paull has left the organisation</p> <p>12 Aug 2022 - 11:02 AM - Wayne Neate</p> <p>Revised Target Date changed by: Neate, Wayne From: 13 Jul 2022 To: 01 Sep 2022</p> <p>Reason: With resignation of MDS, DTDS investigating where the matter is up to</p> <p>3 Nov 2022 - 4:43 PM - Wayne Neate</p> <p>Revised Target Date changed by: Neate, Wayne From: 1 Sep 2022 To: 16 Dec 2022</p> <p>Reason: DFES have reviewed document will undertake out of session approval from LEMC before forwarding to DEMC and then SEMC</p>			

Outstanding	Division:	Date From:
	Committee:	Date To:
	Officer:	
Action Sheets Report		Printed: 11 November 2022 2:39 PM

Meeting	Officer/Director	Section	Subject	
Council 27/10/2022	Smith, Sarah Dexter, Amanda	Executive Services	Adopting Council Meeting Dates for the 2023 calendar year	
RESOLUTION 136/22				
Moved: Cr Andrew Twaddle				
Seconded: Cr Paul White				
That Council:				
1. APPROVE the following Audit Committee and Ordinary Meeting of Council (OCM) dates, times and venues for the 2023 calendar year:				
DAY	MEETING	DATE	TIME	VENUE
Thursday	Audit	16 February	4.00pm	Council Chambers, Derby
Thursday	OCM	23 February	5.30pm	Council Chambers, Derby
Thursday	Audit	23 March	4.00pm	Council Chambers, Derby
Thursday	OCM	30 March	5.30pm	Fitzroy Crossing*
Thursday	Audit	20 April	4.00pm	Council Chambers, Derby
Thursday	OCM	27 April	5.30pm	Council Chambers, Derby
Thursday	Audit	18 May	4.00pm	Council Chambers, Derby
Thursday	OCM	25 May	5.30pm	Fitzroy Crossing*
Thursday	Audit	22 June	4.00pm	Council Chambers, Derby
Thursday	OCM	29 June	5.30pm	Council Chambers, Derby
Thursday	Audit	20 July	4.00pm	Council Chambers, Derby
Thursday	OCM	27 July	11.00am	On Country – Remote Aboriginal Community*
Thursday	Audit	24 August	4.00pm	Council Chambers, Derby
Thursday	OCM	31 August	5.30pm	Council Chambers, Derby

Outstanding	Division:	Date From:
	Committee:	Date To:
	Officer:	
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Thursday	Audit	21 September	4.00pm	Council Chambers, Derby
Thursday	OCM	28 September	5.30pm	Fitzroy Crossing*
Thursday	Audit	19 October	4.00pm	Council Chambers, Derby
Thursday	OCM	26 October	5.30pm	Council Chambers, Derby
Thursday	Audit	23 November	4.00pm	Council Chambers, Derby
Thursday	OCM	30 November	5.30pm	Fitzroy Crossing*
Thursday	Audit	14 December	4.00pm	Council Chambers, Derby
Thursday	OCM	14 December	5.30pm	Council Chambers, Derby

*location to be advised

2. REQUEST that the Chief Executive Officer advertise the approved dates by Public Notice and on the Shire of Derby/West Kimberley website.

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

Against: Nil

CARRIED 7/0

Meeting	Officer/Director	Section	Subject
Audit Committee 20/10/2022	Thornton, Alan Dexter, Amanda	Reports	Annual Financial Report 2020-2021
COMMITTEE RESOLUTION AC99/22			
Moved: Cr Peter McCumstie			
Seconded: Cr Geoff Haerewa			
That the Audit Committee recommends that Council BY AN ABSOLUTE MAJORITY:			
1. Adopts the Audited 2020-2021 Annual Financial Statements;			

Outstanding	Division:	Date From:
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	Officer:	
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2. Notes that the Independent Audit Report is to be included as the final page of the Annual Financial Statements; and

3. Notes the response from management to the items raised in the Auditor's Management Letters.

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

Against: Nil

CARRIED 4/0

Meeting	Officer/Director	Section	Subject
Audit Committee 24/03/2022	Thornton, Alan Dexter, Amanda	Matters for which the Meeting May Be Closed (Confi	Kimberley Mineral Sands - Debt Write-Off
COMMITTEE RESOLUTION AC28/22			
Moved: Cr Peter McCumstie			
Seconded: Cr Keith Bedford			
That the Audit Committee recommends that Council, conditional on a new sub-lease being executed by the Shire and the Kimberley Mineral Sands group:			
1. Writes off the insurance contribution claim made upon the Derby Port lessee's, Thunderbird Operations Pty Ltd and Sheffield Resources Limited (of \$172,958.16); and			
2. Notes that insurance contributions by the lessee will apply (as per the lease's new position) from 1 January 2022 .			
<u>In Favour:</u> Crs Keith Bedford, Peter McCumstie and Andrew Twaddle			
<u>Against:</u> Nil			
CARRIED 3/0 BY ABSOLUTE MAJORITY			
<i>3 May 2022 - 2:11 PM - Neil Hartley</i>			
Revised Target Date changed by: Hartley, Neil From: 7 Apr 2022 To: 26 May 2022			
Reason: Lease negotiations ongoing, with report hoped to be presented to the 26 May 2022 Council Meeting.			
<i>3 Jun 2022 - 10:29 AM - Neil Hartley</i>			
Revised Target Date changed by: Hartley, Neil From: 26 May 2022 To: 30 Jun 2022			

Outstanding	Division:	Date From:
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Reason: Updated decision as per 26 May Council Meeting. Debt can be written off on execution of revised lease documentation.

4 Jul 2022 - 9:31 AM - Neil Hartley

Revised Target Date changed by: Hartley, Neil From: 30 Jun 2022 To: 30 Sep 2022

Reason: Subject to new 28 July Council Meeting decision and lease being executed.

7 Sep 2022 - 8:39 AM - Neil Hartley

Action reassigned to Thornton, Alan by: Hartley, Neil for the reason: New lease agreement execution progressing. Debt to be written off through the normal accounting process once executed lease documents finalised.

Meeting	Officer/Director	Section	Subject
Audit Committee 24/03/2022	Thornton, Alan Dexter, Amanda	Reports	Long Term Financial Plan - 2022-23 to 2036-37
COMMITTEE RESOLUTION AC24/22			
Moved: Cr Peter McCumstie			
Seconded: Cr Keith Bedford			
That the Audit Committee recommend that Council:			
1. Endorse the Long Term Financial Plan 2022/23 – 2036/37 per attachment to this report for Council’s on going consideration.			
<u>In Favour:</u>	Crs Keith Bedford, Peter McCumstie and Andrew Twaddle		
<u>Against:</u>	Nil		
CARRIED 3/			
12 Aug 2022 - 11:17 AM - Amanda Dexter			
Revised Target Date changed by: Dexter, Amanda From: 7 Apr 2022 To: 30 Sep 2022			
Reason: Formal Presentation of the Long Term Financial Plan will occur at the OCM Setember 29 2022			

8 NEW BUSINESS OF AN URGENT NATURE

- Nil.

9 NEW AND EMERGING ITEMS FOR DISCUSSION

- Nil.

10 MATTERS FOR WHICH THE MEETING MAY BE CLOSED (CONFIDENTIAL MATTERS)**COMMITTEE RESOLUTION AC115/22****Moved: Cr Geoff Haerewa****Seconded: Cr Peter McCumstie**

That Council considers the confidential report(s) listed below in a meeting closed to the public in accordance with Section 5.23(2) of the Local Government Act 1995:

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

Against: Nil

CARRIED 3/0**10.1 Aboriginal Communities - Waste & ESL Debt Write-Off**

This matter is considered to be confidential under Section 5.23(2) - e(iii) of the Local Government Act, and the Council is satisfied that discussion of this matter in an open meeting would, on balance, be contrary to the public interest as it deals with a matter that if disclosed, would reveal information about the business, professional, commercial or financial affairs of a person, where the information is held by, or is about, a person other than the local government.

COMMITTEE RESOLUTION AC116/22**Moved: Cr Geoff Haerewa****Seconded: Cr Peter McCumstie****That the Audit Committee Recommends to Council:**

- 1. Writes off the waste, ESL, legal and interest charges on each assessment totalling \$68,597.76.**

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

Against: Nil

CARRIED 3/0 BY ABSOLUTE MAJORITY

10.2 RATES OUTSTANDING OCTOBER 2022

This matter is considered to be confidential under Section 5.23(2) - b, e(ii) and e(iii) of the Local Government Act, and the Council is satisfied that discussion of this matter in an open meeting would, on balance, be contrary to the public interest as it deals with the personal affairs of any person, a matter that if disclosed, would reveal information that has a commercial value to a person, where the information is held by, or is about, a person other than the local government and a matter that if disclosed, would reveal information about the business, professional, commercial or financial affairs of a person, where the information is held by, or is about, a person other than the local government.

COMMITTEE RESOLUTION AC117/22

Moved: Cr Geoff Haerewa

Seconded: Cr Peter McCumstie

That the Audit Committee recommends that Council:

- 1. RECEIVES the report on outstanding rates and service charge debts by financial year to the end of October 2022.**

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

Against: Nil

CARRIED 3/0

10.3 SUNDRY DEBTORS OCTOBER 2022

This matter is considered to be confidential under Section 5.23(2) - b, e(ii) and e(iii) of the Local Government Act, and the Council is satisfied that discussion of this matter in an open meeting would, on balance, be contrary to the public interest as it deals with the personal affairs of any person, a matter that if disclosed, would reveal information that has a commercial value to a person, where the information is held by, or is about, a person other than the local government and a matter that if disclosed, would reveal information about the business, professional, commercial or financial affairs of a person, where the information is held by, or is about, a person other than the local government.

COMMITTEE RESOLUTION AC118/22

Moved: Cr Geoff Haerewa

Seconded: Cr Peter McCumstie

That the Audit Committee recommends that Council:

- 1. RECEIVES the information contained in the report detailing Sundry Debtors as at 31st October 2022.**

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

Against: Nil

CARRIED 3/0 BY ABSOLUTE MAJORITY

COMMITTEE RESOLUTION AC119/22

Moved: Cr Peter McCumstie

Seconded: Cr Geoff Haerewa

That Council moves out of Closed Council into Open Council.

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

Against: Nil

CARRIED 3/0

11 DATE OF NEXT MEETING

The next meeting of Audit Committee will be held Thursday, 8 December 2022 in the Council Chambers, Clarendon Street, Derby.

12 CLOSURE OF MEETING

The Presiding Member closed the meeting at 4:26pm.

These minutes were confirmed at a meeting on

.....

Signed:

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

Date:

REPORTS

11 EXECUTIVE SERVICES

11.1 FITZROY CROSSING ADMINISTRATION CENTRE - UNSAFE WORK ENVIRONMENT

File Number: 5470

Author: Neil Hartley, Director - Strategic Business

Responsible Officer: Amanda Dexter, Chief Executive Officer

Authority/Discretion: Administrative

SUMMARY

The Shire's Fitzroy Crossing Administration Centre suffers regular break-ins but staff have recently been subjected to physical violence by members of the community. The workplace is now considered to be unsafe, and action must be taken to address that environment, limit the risk of litigation to Council and the Shire, enable employees to safely return to their duties, and customers to safely return to the Centre.

The report recommends that the Fitzroy Crossing Administration & Visitors Centre be temporarily closed, until the safety of the employees that work there can be suitably maintained, and that the Shire work with the State Government to jointly address the situation at hand.

DISCLOSURE OF ANY INTEREST

Nil applicable.

BACKGROUND

A Fitzroy Crossing staff member was assaulted on 1 November 2022. It appears the staff member was struck by a rock to her face by a person who was part of a group of juveniles causing a disturbance at the Fitzroy Crossing Administration & Visitors Centre, after asking to utilise its toilet facilities.

The staff member attended the Fitzroy Crossing Hospital as a precautionary measure and to have the injury treated and recorded. The matter has also been reported to Police. Fortunately there is unlikely to be a requirement for ongoing active medical treatment but the situation could have very easily been much worse for the employee.

The Shire and the Council is well aware of the situation in Fitzroy Crossing and this latest incident is just the last in a long list of incidents of various levels of seriousness. There are several permanent employees that work at the Fitzroy Crossing Administration & Visitors Centre and in addition, employees from Derby also often travel to Fitzroy Crossing and work from this office space for various periods of time. As the employer of those personnel, the Shire has a legal responsibility under the Work Health and Safety Act 2020 to provide and maintain, as far as practicable, a safe working environment for its workers. Fines can be considerable in the worst of circumstances with individuals being liable for imprisonment for up to 20 years and a fines of up to \$5,000,000. For a body corporates (like the Shire) fines of up to \$10,000,000 can apply.

The WA Police has a physical presence at Fitzroy Crossing, has a Strategic Framework (attached), and the following Strategic Direction:

Vision: To be an exceptional Police Force for our community.

Mission: To provide trusted and valued policing for Western Australia.

Values:

Duty - Uphold our duty to our community, building confidence and trust.

Teamwork - Promote teamwork and value the contribution of all.

Integrity - Demonstrate integrity at all times across the organisation and our community.

Care - Act with care, recognising the impact we have on others.

Policing Pillars:

Enforce the Law - Enforce the laws in our community and on our roads.

Prevent Crime - Collaborate with partners to prevent crime and protect our community.

Manage and Coordinate Emergencies - Coordinate multi-agency approaches to manage emergencies.

The WA State Government, through the Local Government Act, both creates local governments, and legislatively controls their actions. It also requires that rate exemptions be provided by local governments when specific circumstances prevail. For the Shire of Derby/West Kimberley, this creates a unique financial aspect for the Shire's Fitzroy Crossing Townsite's revenue raising capacity. Part of the reasoning for the restricted nature of the Shire's overall financial position, is a limited revenue raising capacity within the wider Fitzroy Crossing Townsite area, which has significant numbers of non-rateable properties (33%). There are numerous government, aboriginal, and charitable institutes that own/lease properties at this location, all of which have legislative or Local Government Act claimable exemptions from paying municipal rates to the Shire of Derby/West Kimberley. The table below outlines the extent of this non-ratability of properties results in a loss of revenue raising capacity in the order of \$600,000pa:

Fitzroy Crossing Details	Number/Value	\$'s
Number of Property Assessments	254	
Number of non-rateable Assessments	84	
Percentage of Assessment with rates exemptions	33%	
Average Fitzroy Crossing rates payable/assessment	\$7,148	
Valuation of non-rateable Assessments		
Revenue Uncollectible		\$600,432

STATUTORY ENVIRONMENT

Work Health and Safety Act 2020 (S 3. Object) states that the legislation is designed to protect workers against harm to their health, safety and welfare through the elimination or minimisation of risks arising from work, and regard must be had to the principle that workers *"should be given the highest level of protection against harm to their health, safety and welfare from hazards and risks arising from work as is reasonably practicable"*.

Work Health and Safety Act 2020 (S 84. Right of worker to cease unsafe work) provides that a worker may cease, or refuse to carry out, work if the worker has a reasonable concern that to carry out the work would expose the worker to a serious risk to their health or safety emanating from an immediate or imminent exposure to a hazard.

Local Government Act S 6.8 (Expenditure from municipal fund not included in annual budget) outlines that a local government is not to incur expenditure for an additional purpose except where the expenditure is authorised in advance by resolution (by absolute majority).

The Shire's budget does include budget allocations for building repairs, but what is being suggested to mitigate the impacts of the antisocial behaviour and break-ins is considered to be outside of this parameter and so a Council decision is thought to be prudent.

POLICY IMPLICATIONS

Policy (C4) Violence And Aggression states that the Shire is commitment to providing a safe workplace free of violence and aggression. It recognises its legal obligations under the Occupational Safety and Health Act 1984*.

** (Note: this act was superseded by the Work Health and Safety Act 2020).*

FINANCIAL IMPLICATIONS

In light of the urgency of the situation, no design of costings have been sourced as yet, but options to suitably protect the staff could include:

- Either demolish and rebuild the Fitzroy Crossing Administration & Visitors Centre, or remodel it to provide a suitably safe work environment. For example:
 - improved break-in security,
 - improved internal safety and visibility,
 - create suitable distances between staff and others in the building through better design and security barriers, and
 - provide safe access to ablution facilities, etc. etc.
- Manoeuvrable internal and external security cameras with recording capacity;
- 24/7 security guards for security camera monitoring;
- Internal and external secure areas that can restrict access and are controlled by electronic lockable doors and gates;
- Duress alarms in appropriate internal and external areas;
- Enclosed and secure car parking area, with security controlled access gates;
- Safe access to/from the car parking area for staff and customers; and
- Employee home security initiatives like added lighting, locks, grills, security cameras, etc.

An initial budget of \$1,000,000 would provide the capacity to undertake some of the above initiatives, but more would likely be required from the 2023/24 budget to finalise works so that Council could be confident it is meeting its Work Health and Safety Act 2020 obligations.

STRATEGIC IMPLICATIONS

GOAL	OUR PRIORITIES	WE WILL
1. Leadership and Governance	1.2 Capable, inclusive and effective organisation	1.2.1 Provide strong civic leadership
2. Community	2.1 Safe Communities	2.1.1 Encourage community safety to be a whole-of-community responsibility
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
Financial: Increased ratepayer burden or reduced service levels resultant from fines or incarcerations.	Likely	Major	High	Lobby to secure State Government Funds to undertake safety improvement works.
People Health & Safety: Potential for employees and customers to suffer injuries.	Almost Certain	Moderate	High	Close office until installation of appropriate employee safety initiatives can be achieved.
Business Interruption: Lost “open office” time due to temporary closures.	Almost Certain	Moderate	High	Work with WA State (and Federal) Government on long term solutions to bring back functionality to the community.

CONSULTATION

No community consultation is required at this point in time, but future consultation would be essential for any broader antisocial behaviour considerations.

COMMENT

The Shire and the Council is in a high risk environment with regard to its employee safety at Fitzroy Crossing as it is well aware of the many historic incidents, and now this more recent event. It would be expected that any legal case against the Shire would draw on those examples and consider the actions taken by the Shire and by the Council to mitigate those risks. Fines/imprisonment considerations would take into account those factors.

The WA State Government, through the Local Government Act, creates local governments and therefore has a responsibility for them. It also requires through that Act, that the Shire of Derby/West Kimberley forgive approximately \$600,000pa in rating capacity at Fitzroy Crossing. In light of this, the State should therefore accept that it has a high level of responsibility for funding aspects of the Fitzroy Crossing townsite.

The WA Police should also be under scrutiny, as it has not been able to satisfactorily meet its strategic goals as it relates to its two Policing Pillars of enforcing the law, and in preventing crime. Any Coroner's or Auditor General investigation would similarly consider its levels of resourcing commitment into Fitzroy Crossing.

Whilst every level of government and every relevant agency is already contributing to the endeavour of maintaining Fitzroy Crossing as a functional community, the fact that the Shire has staff in danger of being seriously injured indicates at the very least, that more needs to be done. Unfortunately for Council and the Chief Executive Officer, the fact that the job is difficult and the organisation's resources are limited, is not in itself a good defence at a Coroner's Inquiry.

VOTING REQUIREMENT

Absolute majority

ATTACHMENTS

1. Police Strategic Framework

RECOMMENDATION

That Council:

- 1. Express its appreciation to the Shire's Fitzroy Crossing staff for endeavouring to maintain a workable service to the Fitzroy Crossing community, notwithstanding the extremely difficult circumstances that presently prevails in that location, and express its empathy to staff and their families for any physical violence suffered by them as a direct consequence of elevated violence within the Fitzroy Crossing community;**
- 2. Requires the Chief Executive Officer to immediately close the Fitzroy Crossing Administration & Visitors Centre to the public, and requires that it remain closed to the public and only be reopened once a safe work environment consistent with the expectations of the Work Health and Safety Act 2020 can be provided for the Shire's staff;**
- 3. Notes that in regard to (2), the Shire's customers can utilise the services of the Shire via its Derby Office, albeit an inconvenient option to them, or via remote access where that is available;**
- 4. Requires the Chief Executive Officer to discuss with the WA Police, the potential of providing a temporary safe workplace for a Shire of Derby/West Kimberley service to operate from, through either:**
 - (a) The Shire securing suitable space at the Fitzroy Crossing Police Station, or**
 - (b) WA Police occupying portion of the existing Fitzroy Crossing Administration & Visitors Centre;****and for that situation to remain until a suitably safe work environment can be provided at a new or suitably modified Fitzroy Crossing Administration & Visitors Centre;**
- 5. Notes with disappointment that antisocial behaviour and physically violent activities are**

occurring at Fitzroy Crossing and accepts that it is these activities that are requiring the Council to take appropriate actions to protect its employees;

6. Notes that the WA State Government has a direct responsibility through the WA Police force's Policing Pillars to maintain a safe environment in Fitzroy Crossing, but it needs to do more in order to satisfactorily meet those standards, namely:
 - (a) Pillar #1 - Enforce the Law; and
 - (b) Pillar #2 - Prevent Crime;
7. Considers the situation in Fitzroy Crossing to be akin to an "emergency situation" and therefore calls on the WA Police to actively initiate its Policing Pillar #3, titled "Manage and Coordinate Emergencies - Coordinate multi-agency approaches to manage emergencies";
8. Authorises an immediate emergency 2022/23 budget allocation of up to \$1,000,000 (to be sourced preferably directly from the WA State Government, or alternatively from budget adjustments to be located at the mid-year budget review, and/or from a Treasury Loan) for the purpose of improving security and community/employee safety at the Shire's Fitzroy Crossing Administration, Library and Visitors Centre Building and its surrounds, and at Shire owned employee homes in Fitzroy Crossing. Funds to be allocated at the Chief Executive Officer's discretion so as to maximise safety but in a suitably cost conscious manner;
9. Requires the President and CEO to immediately and actively engage with the WA State Government to:
 - (a) secure additional Police and other government resources for Fitzroy Crossing;
 - (b) secure State Government grant funds to meet the costs outlined in (8); and
 - (c) secure the necessary State (and Federal) Government services to address the existing dysfunction within Fitzroy Crossing and to have those services remain until Fitzroy Crossing regains functionality;
10. Requires that the President and the CEO actively engage the media in all of its forms and across the widest practical levels, to draw to the attention of Fitzroy Crossing stakeholders that the Council is actively engaging in strategic discussions, taking direct action where it can, and redirecting its scarce resource capacities to addressing the situation. Also, to highlight the Shire is actively engaging with the WA State Government to directly assist with addressing the violence within Fitzroy Crossing; and
11. Requires that the President and CEO arrange for suitable public consultation to occur in the district, to invite contributions from relevant stakeholders, particularly the local community and government agencies.



STRATEGIC FRAMEWORK

WESTERN AUSTRALIA POLICE FORCE

STRATEGIC



OUR VISION

To be an
exceptional
Police Force for
our community



OUR MISSION

To provide trusted
and valued
policing for
Western Australia



OUR VALUES

Duty
Teamwork
Integrity
Care



OUR PILLARS

Enforce the law
Prevent crime
Manage and
coordinate
emergencies

RISK | REPORTING | GOVERNANCE

COMMISSIONER'S COMMAND INTENTS

Reduce Aboriginal
offending and
victimisation

Disrupt organised
crime networks in WA
(Focus on
Methamphetamine)

Contribute to preventing
and combatting family
violence

Reduce youth
offending

Enforcement of traffic
laws and road safety
initiatives

Critical incident
management,
emergency prevention
and preparedness

OPERATIONAL

OUR KEY ENABLERS



People



Legislation



Information and
Technology



Assets



Finance and
Procurement

INFORMING STATEMENTS

DUTY | TEAMWORK | INTEGRITY | CARE

11.2 DERBY PORT - LEASING OF JETTY AREAS 2 AND 3 TO MPA FISH FARMS PTY LTD**File Number: 9010.13****Author: Neil Hartley, Director - Strategic Business****Responsible Officer: Amanda Dexter, Chief Executive Officer****Authority/Discretion: Executive****SUMMARY**

MPA/Barramundi Group has a current leases for Derby Jetty Areas 2 and 3 (both expiring on 30 June 2023). MPA has been invited to take up a new leases and has agreed to the lease fee proposed through the recent valuation.

This report recommends that the legislated process be formally commenced, with the view that new leases are in place prior to 30 June 2023.

DISCLOSURE OF ANY INTEREST

Nil by Author or Responsible Officer.

BACKGROUND

Council at its 12 December 2019 meeting endorsed proposed leases to MPA Fish Farms Pty Ltd and commenced the process of disposition of property in accordance with Section 3.58 of the Local Government Act. Two lease areas were applicable (Jetty Areas 2 and 3 - within the Goods Shed) with lease terms being for four years from 1st July 2019 to 30th June 2023. At the 28 July 2022 Council, it agreed to invite MPA Fish Farms Pty Ltd to register its interest in new leases post the current expiry date of 30 June 2023, on the following conditions:

1. payment of \$9,000 as a deposit on the estimated fees and charges involved in developing a new lease; and
2. access will not be provided to Jetty Areas 2 and 3 post 1 July 2023 unless a new lease is in place and execute prior to that date by MPA Fish Farms Pty Ltd.

MPA Fish Farms Pty Ltd undertake the production of Barramundi in Cone Bay and use the Derby Port and Jetty as a logistics hub to load feed on boats and store frozen Barramundi to be shipped off to their various markets. MPA began operations back in 2008 and have been leased the areas of the Goods Shed known as Area's 2 and 3 for its operations from 1 July 2009. Lease area 2 is used as the storage facility for the whole fish product and ice, but has also been used, in some instances, for limited handling operations for the whole fish product. Lease Area 3 has been used solely to store fish feed which is transported out to Cone Bay for the growing of the fish.

The current lease fees are \$21,420(+GST) (Lease Area 2) and \$10,595(+GST) (Lease Area 3). Both sites have recently been valued (see report attached) and it has the following conclusion:

Lease Area 2 - Having regard to the market evidence and the above calculations, from an objective and balanced point of view, we are of the opinion that the Market Rent of the premises is \$32,130pa(+GST)

Lease Area 3 - Having regard to the market evidence and the above calculations, from an objective and balanced point of view, we are of the opinion that the Market Rent of the premises is \$16,300 pa(+GST).

The Derby Port Masterplan is progressing through its public consultation period and won't be finalised until very close to, or likely after this current lease expires. It is possible that there may be conflicts arise between the lease area and the Masterplan direction (e.g. the potential of an alternative use for the jetty's Goods Shed).

STATUTORY ENVIRONMENT

Local Government Act S3.58 (Disposing of property) outlines the requirements of a local government to undertake a disposal of land (vis. sell, lease, etc.). A local government can dispose of property by private treaty if it meets prescribed conditions, like accessing a current valuation, giving public notice, inviting submissions, and reviewing submission received.

The land transaction is not significant enough to require the Shire to progress through the alternative **S. 3.59 (Commercial enterprises by local governments)** requirements, which additional to extended public advertising, also requires a Business Plan.

Derby Port Head Lease outlines a range of requirements that sub-lessees need to comply with. The Head Lessor is also required to endorse any port subleases.

Kimberley Mineral Sands Lease entitles it to some operational priority access rights. The Kimberley Mineral Sands Lease needs therefore to be referenced in the MPA lease to ensure mutual understandings prevail.

POLICY IMPLICATIONS

(ES2) Establishment of Commercial Leases – sets out the primary terms and conditions of commercial leases. One policy condition is that the term of the Lease shall be five years with a five year option, unless otherwise determined. This particular lease has in the past been for various periods, with the most recent lease being for a single four year term.

FINANCIAL IMPLICATIONS

It is proposed that the lease payments for Area 2 be \$32,130pa(+GST) and for Area 3 \$16,300 pa(+GST) per annum, as per the licensed valuation assessment. These amounts are considerably more, at least in percentage terms than the existing lease fees (of \$21,420+GST and \$10,595+GST respectively).

Disbursements incurred for valuations and legal costs etc. are also required, with MPA needing to pay a \$9,000 deposit on those estimated costs.

STRATEGIC IMPLICATIONS

GOAL	OUR PRIORITIES	WE WILL
1. Leadership and Governance	1.1 Collaboration and partnership	1.1.2 Maximise local opportunities
3. Economy	3.1 Industry and business development and growth	3.1.2 Value and support small to medium-sized businesses

RISK MANAGEMENT CONSIDERATIONS

RISK	LIKELIHOOD	CONSEQUENCE	RISK ANALYSIS	MITIGATION
Legal & Compliance: That a legal lease document is not established.	Unlikely	Moderate	Medium	Have lease prepared by the Shire's legal advisors and insist on it being executed prior to tenure being made available.

CONSULTATION

S. 3.58 Local Government Act community consultation is required to be undertaken.

Officers have also been in contact with MPA Fish Farms staff to progress the matter.

COMMENT

MPA Fish Farms Pty Ltd notes the higher lease fee as outlined in the valuation, but has confirmed it wishes to take up a new lease post 30 June 2022.

The term of the lease has not been decided by MPA, so it is suggested that the advertising include the term available under the Head Lease (vis. to 29 June 2040) as the maximum. It is possible that MPA might wish to have a lesser term, but in any event the starting rental will not alter and future annual reviews are a combination of CPI and/or market reviews.

At the Agenda Forum the question was asked about how a longer term lease might impact the Port's ability to progress a Masterplan outcome. For example, an alternative use of the Goods Shed area. In light of that, it is suggested that the term be set at two years, but to be extendible in two year increments at the Shire's sole discretion, with the ultimate term being no longer than to the period to 29 June 2040 (when the Head Lease expires).

VOTING REQUIREMENT

Simple majority

ATTACHMENTS

1. Valuation Report  

RECOMMENDATION

That Council;

1. Authorise the commencement of the process of disposition of property in accordance with Section 3.58 of the Local Government Act by giving local public notice of its intention to lease area 3 and 2 of the Derby Jetty Goods Shed at the Derby Port, to MPA Fish Farms Pty Ltd;
2. Subject to no objections being received by the close of the submission period, Council authorise the Chief Executive Officer to negotiate a lease which will include the following;
 - i) Lease Areas 2 and 3 of the Goods Shed;
 - ii) Period to be from 1 July 2023 for a two year term, but to be extendible in

two year increments at the Shire's sole discretion, with the ultimate term being no longer than to the period to 29 June 2040 when the Head Lease expires (noting that the Lessee may wish to propose an end term earlier than 29 June 2029);

- iii) Lessee to pay for all costs associated with preparing the lease including but not limited to legal, advertising and survey fees;**
 - iv) Rental fee to commence at:
 - a. Area 2 - \$32,130pa(+GST); and**
 - b. Area 3 - \$16,300pa(+GST);****
 - v) Additional Conditions: to be consistent with the existing Head Lease; to require Head Lessor endorsement; to incorporate any operational or other restrictions that result from the Kimberley Mineral Sands Lease; that normal commercial conditions for a port type lease are to apply; and to be consistent with Council Policy (ES2) Establishment of Commercial Leases; and**
- 3. Notes that the lease will be executed and the common seal affixed in accordance with Delegation 1.1.33 (Applying Common Seal).**



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Valuation Report

Lease Area 2 & 3, Derby Wharf Area
Derby, Western Australia 6728

File Ref: 15199053

Lease Area 2 & 3, Derby Wharf Area
Derby, Western Australia 6728
Our Reference: 15199053



Important Warning

Opteon Property Group Pty Ltd (Opteon) has prepared this Valuation Report for its client's exclusive use and it does not authorise the disclosure of this Valuation Report to any unauthorised third party except in the circumstance below. If Opteon's client is a lender that is subject to the Banking Code of Practice (**Lender**), Opteon authorises disclosure of the Valuation Report to a customer of the Lender (**Lender's Customer**) who:

- a. directly paid for or reimbursed the lender specifically for this Valuation Report; and
- b. has acknowledged and agreed in writing, prior to receiving a copy of this Valuation Report, that Opteon and the valuer has no liability to the Lender's Customer howsoever arising, including as a result of negligence.

Any use by a Lender's Customer is subject to the following warnings and terms of use.

1. The Lender instructed Opteon to undertake a valuation of the subject property and prepare a Valuation Report for the Lender to rely upon when assessing the subject property's suitability for mortgage security purposes.
2. Opteon prepared the Valuation Report in accordance with the Lender's instructions (**Instructions**). When preparing the Valuation Report and providing it to the Lender, Opteon acted solely and exclusively for the Lender and owed no duty to advise the Lender's Customer or to consider their circumstances or position.
3. Opteon is aware that the Lender is subject to the Banking Code of Practice (**Code**) and is disclosing the Valuation Report to its customer to meet its obligations under the Code. Where the Valuation Report is disclosed to the Lender's Customer under the Code, a copy of the Instructions should also have been provided to the Lender's Customer. Please contact the Lender if you have not been provided with a copy of the Instructions. The Valuation Report should be read in conjunction with the Instructions.
4. Opteon has not assumed any duty to advise the Lender's Customer or to consider the Lender's Customer's circumstances or position by being aware that the Lender must meet its obligations under the Code and provide the Lender's Customer with a copy of the Valuation Report.
5. Opteon has no liability to the Lender's Customer howsoever arising at law, including as a result of negligence. Opteon did not prepare the Valuation Report for the Lender's Customer and therefore makes no representations nor assumes any duty of care at all to the Lender's Customer.
6. The Lender's Customer should not rely in any way on the Valuation Report as its sole purpose is for use by the Lender in assessing the subject property for mortgage security purposes in the context of the Lender's Customer's loan application or extension. Specifically, the Lender's Customer should not rely upon the Valuation Report for the purpose of:
 - a. deciding whether or not to enter into a transaction or alter their financial position; or
 - b. seeking finance from a third party,and should seek their own advice and valuation in such circumstances.
7. The insurance value (if any) set out in the Valuation Report is an estimate of the cost to replace the property new and is based on construction costs at the date of valuation. The value includes some, but not all, ancillary costs that may be encountered when rebuilding the property as detailed in the Valuation Report. The insurance value should not be relied on as a full and accurate estimation of the insurance value for the purposes of making a decision as to the level of insurance coverage you should maintain.
8. The contents of the Valuation Report are confidential and Opteon does not authorise the disclosure of the Valuation Report by the Lender's Customer to any third party.
9. The Lender's Customer should take note of the date of valuation of the subject property and be aware that the Valuation Report is current at the date of valuation only. The market value of the property may change significantly over a short period of time.
10. The Lender's Customer should direct any questions relating to the Valuation Report to the Lender because Opteon is unable to speak to you directly due to privacy and confidentiality obligations owed to the Lender.

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VALUATION REPORT



Lease Area 2 & 3, Derby Wharf Area Derby, Western Australia 6728

Prepared For	Shire of Derby/West Kimberley
Report Purpose	Lease negotiation purposes
Valuation Date	16 September 2022
Our Reference	15199053
Client Reference	PO 76692
Inspection Type	Full Inspection

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Lease Areas 2 & 3, Derby Wharf Area
Derby, Western Australia 6728
Our Reference: 15199053



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Appendices

1. Lettable Area Survey
2. Lease - Area 2 (signed & dated)
3. Lease - Area 3 (signed & dated)
4. Instructions/Purchase Order

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Lease Areas 2 & 3, Derby Wharf Area
Derby, Western Australia 6728
Our Reference: 15199053



1.0 Executive Summary

1.1 Scope of Work and Instructions

Identity of Valuer	Opteon Property Group Pty Ltd
Independence of Valuer/Disclosure	Unless otherwise disclosed, the valuer does not have any material connection or involvement with the subject property or the parties to the valuation that could limit the valuer's ability to provide an unbiased and objective valuation. The valuation has been assessed independently by the valuer without material assistance from others.
Instructing Party	Neil Hartley, Shire of Derby/West Kimberley
Client	Shire of Derby/West Kimberley
Other Authorised Users/Additional Client Information	Nil
Client Reference	PO 76692
Property Address /Asset Valued	Lease Area 2 & 3, Derby Wharf Area, Derby, Western Australia 6728
Valuation Currency	This valuation has been assessed in Australian dollars (\$AUD).
Valuation Purpose and Restrictions on Use	<p>Lease negotiation purposes</p> <p>This report has been prepared for the private and confidential use of our client, Shire of Derby/West Kimberley and the nominated other authorised users, for the specified purpose and it should not be relied upon by any other party for any purpose and the valuer shall not have any liability to any party who does so. The report should not be reproduced in whole or part without the express written authority of Opteon Property Group Pty Ltd. Our warning is registered here, that any party, other than those specifically named in this report as our client or authorised user should obtain their own valuation before acting in any way in respect of the subject property.</p>
Inspection	In order to complete the valuation a sufficiently comprehensive inspection of the property has been completed.
Basis of Value	Market Rent
Extent of Valuers' Work and Limitations	<p>The extent of investigation undertaken by the valuer in completing the valuation has included:</p> <ul style="list-style-type: none"> • collation of information from relevant parties regarding the subject property; • undertaking our own research regarding the subject property; • an inspection of the property and measurement of buildings where required; • undertaking market research in terms of values and/or costs of similar properties; • preparation of valuation calculations, and; • preparation of this report; <p>This valuation has been based on information supplied which is assumed to have been provided in good faith and contain a full and frank disclosure of all information that is relevant to the valuation of the property. The valuer has not undertaken due diligence or verification of the information supplied.</p>
Nature and Source of Information	<p>Information we have been provided with and relied upon in undertaking our valuation includes:</p> <ul style="list-style-type: none"> • Current leases (signed & dated); • Details relating to passing rent.
Compliance/Departures with Valuation Standards	This valuation has been prepared in accordance with the International Valuation Standards and other applicable Valuation Standards.

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Page 5

Lease Areas 2 & 3, Derby Wharf Area
 Derby, Western Australia 6728
 Our Reference: 15199053



1.2 Property Details

Property Description	<p>The subject comprises two tenancies (Lease Area 2 & 3) which form part of an industrial shed/warehouse building known as the Transit Shed within the Derby Wharf area. The Transit Shed forms the main building for light industrial/marine storage purposes being positioned adjacent the Derby Wharf/Jetty facility. We note that the property is situated within a maritime security zone with access restricted.</p> <p>The Derby Wharf Area is situated approximately 2.5kms north west of the main Derby town site. The surrounding locality incorporates the Derby Wharf, boat ramp and barge landing facilities.</p>
Title Reference (Parent Site)	Part of Lot 325 Deposited Plan 64512 Volume LR3157 Folio 128
Tenure Type	Crown Land
Primary Interest Holder	Shire of Derby West Kimberley
Lettable Area	Lease Area 2 - 357 sqm Lease Area 3 - 163 sqm
Zoning	Port Industry

1.3 Property Profile

Market

Stock Levels	There are no comparable properties currently available for lease, with accommodation of this type being positioned on a wharf/jetty not readily available in the market.
Vacancies	The building appears fully occupied.
Leasing Volumes	There are comparatively few lease transactions of comparable premises given the subject tenancies unique wharf location.
Leasing Demand	Leasing demand for the subject tenancies is considered reasonable given it's unique location with limited supply.
Letting Period (Estimated)	6 months.
Other Factors	Due to the scarcity of directly comparable evidence we note our assessment of the market rental is more subjective than would normally be the case.

Assumptions & Recommendations:

Significant and Verifiable Assumptions	<ul style="list-style-type: none"> The instructions and information supplied contain a full disclosure of all information that is relevant. This rental valuation has been prepared for the Shire of Derby West Kimberley to facilitate lease negotiations with the sitting tenant to execute a new lease beyond the existing lease agreements in place. As a result a vacant possession rents have been assessed. The market rent for each tenancy has been assessed in isolation from the other tenancy.
Assumptions Requiring Further Consultancy	<ul style="list-style-type: none"> None Recommended.

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1.4 Key Valuation Outputs

Passing Net Income	Lease Area 2 - \$73/sqm (rounded)
	Lease Area 3 - \$71/sqm (rounded)
Market Net Income	Lease Area 2 - \$90/sqm
	Lease Area 3 - \$100/sqm

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1.5 Valuation

Market Rent

Market Net Rent – Lease Area 2:	\$32,130 pa
Market Net Rent – Lease Area 3:	\$16,300 pa

This valuation is exclusive of GST & outgoings.

Date of Inspection	16 September 2022
Date of Valuation	16 September 2022
Date Issued	17 October 2022
Expiry of Valuation	This valuation is current as at the Date of Valuation only. The value assessed herein may change significantly and unexpectedly over a relatively short period (including as a result of general market movements or factors specific to the particular property). We do not accept liability for losses arising from such subsequent changes in value.

Signatories

Hayden McLeod AAPI CPV
Senior Valuer
API No: 65366 WA Lic No: 44432
Primary Valuer
PH 0400 059 478
hayden.mcleod@opteonsolutions.com

Important	<i>This Executive Summary must be read in conjunction with the remainder of this report. The Executive Summary is only a synopsis designed to provide a brief overview and must not be acted upon in isolation to the contents of the valuation report.</i>
Digital Copies of Reports	<i>Where a report has been provided in digital copy and has not been received directly via our firm, the report contents, especially the valuations and critical assumptions, should be verified by contacting the issuing office to ensure the contents are bona fide. In particular if the reader of this report has suspicions that the report appears to be tampered or altered then we recommend the reader contact the issuing office.</i>
Reliance on Whole Report	<i>This valuation should be read in its entirety, inclusive of any summary and annexures. The valuer and valuation firm does not accept any responsibility where part of this report has been relied upon without reference to the full context of the valuation report.</i>

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2.0 Scope of Work and Instructions

Identity of Valuer	Opteon Property Group Pty Ltd
Independence of Valuer/Disclosure	Unless otherwise disclosed, the valuer does not have any material connection or involvement with the subject property or the parties to the valuation that could limit the valuer's ability to provide an unbiased and objective valuation. The valuation has been assessed independently by the valuer without material assistance from others.
Instructing Party	Neil Hartley, Shire of Derby/West Kimberley
Date of Instructions	6 September 2022
Client	Shire of Derby/West Kimberley
Other Authorised Users/Additional Client Information	Nil
Property Address/Asset Valued	Lease Area 2 & 3, Derby Wharf Area, Derby, Western Australia 6728
Valuation Currency	This valuation has been assessed in Australian dollars (\$AUD).
Valuation Purpose and Restrictions on Use	<p>Lease negotiation purposes</p> <p>This report has been prepared for the private and confidential use of our client, Shire of Derby/West Kimberley and the nominated other authorised users, for the specified purpose and it should not be relied upon by any other party for any purpose and the valuer shall not have any liability to any party who does so. The report should not be reproduced in whole or part without the express written authority of Opteon Property Group Pty Ltd. Our warning is registered here, that any party, other than those specifically named in this report as our client or authorised user should obtain their own valuation before acting in any way in respect of the subject property.</p>
Inspection	In order to complete the valuation a sufficiently comprehensive inspection of the property has been completed.
Basis of Value	Market Rent
Extent of Valuers' Work and Limitations	<p>The extent of investigation undertaken by the valuer in completing the valuation has included:</p> <ul style="list-style-type: none"> • collation of information from relevant parties regarding the subject property; • undertaking our own research regarding the subject property; • an inspection of the property and measurement of buildings where required; • undertaking market research in terms of values and/or costs of similar properties; • preparation of valuation calculations, and; • preparation of this report; <p>This valuation has been based on information supplied which is assumed to have been provided in good faith and contain a full and frank disclosure of all information that is relevant to the valuation of the property. The valuer has not undertaken due diligence or verification of the information supplied.</p>
Nature and Source of Information	<p>Information we have been provided with and relied upon in undertaking our valuation includes:</p> <ul style="list-style-type: none"> • Current leases (signed & dated); • Details relating to passing rent.
Compliance/Departures with Valuation Standards	<p>This valuation has been prepared in accordance with the International Valuation Standards and other applicable Valuation Standards.</p> <p>A copy of our instructions is attached to this report.</p>

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3.0 Basis of Valuation & Definitions

Market Rent	The estimated amount for which an interest in real property should be leased on the valuation date between a willing lessor and a willing lessee on appropriate lease terms in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.
Face Rent	<i>"The rent shown on a lease document which may include incentives."</i>
Effective Rent	<i>"The actual liability for rent after adjustments for any incentives and costs to the face rent are taken into account."</i>

4.0 Date of Valuation

Valuation Date	16 September 2022
Date of Inspection	16 September 2022
Expiry of Valuation	This valuation is current as at the Date of Valuation only. The value assessed herein may change significantly and unexpectedly over a relatively short period (including as a result of general market movements or factors specific to the particular property). We do not accept liability for losses arising from such subsequent changes in value.

5.0 Location

Location	The subject property is located in the far north coastal town of Derby, approximately 2,400 kms from Perth. Derby has a population of approximately 3,511 people (Census 2016) with main industries supporting the town including tourism, mining, a regional prison, government agencies and agriculture. The town has a wide range of amenities including a hospital, airport, schools and shopping.
Neighbourhood	More specifically, the subject tenancies are located on the Derby Wharf which is located north-west of the main township and is accessed via Loch Street/Jetty Road.
Access	The subject tenancies can be accessed via the northern or southern wharf horseshoe service road which extends from Jetty Road with access restricted given it's within a maritime security zone.
Parking	Parking is available on the wharf/jetty to the eastern side of the building.
Transport & Infrastructure	The subject tenancies have easy and direct access to Derby Highway via Jetty Road/Loch Street.

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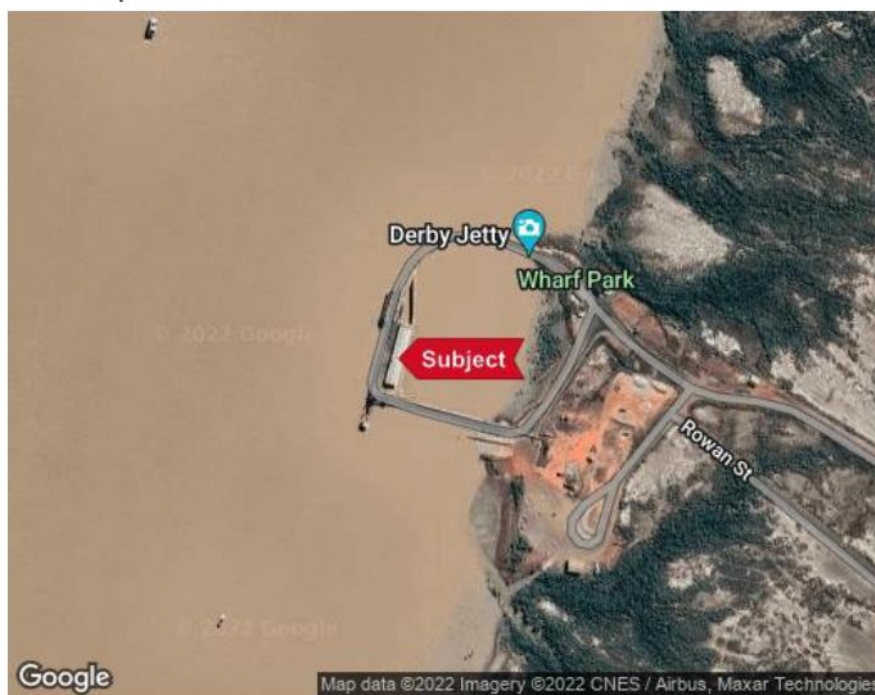


Location Map



Sourced from maps.googleapis.com

Specific Location Map



Sourced from maps.googleapis.com

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6.0 Tenure

6.1 Title Particulars – Parent Site

Title Reference	Tenure	Primary Interest Holder	Area
Lot 325 Deposited Plan 64512 Volume LR3157 Folio 128	Crown Land	Shire of Derby West Kimberley	186.23 ha
Total Title Area			

Recommendation (Recent Title Search)

A recent title search of the property has not been undertaken or sighted. We recommend a recent title search be obtained to confirm title to the property, the title plan, and any encumbrances have not changed. We reserve the right to review our valuation in the event a recent title search reveals any information or discrepancies which may affect the value of the property.

7.0 Planning

Local Government Area	Shire of Derby West Kimberley
Planning Scheme	Local Planning Scheme No. 5
Current Zoning	Port Industry
Existing Use	Warehouse
Permitted Uses	Car park, warehouse, public utility, fuel depot, & transport depot.
Zoning Effect	Existing use conforms.
Heritage Issues	Not applicable

7.1 Services

Services	Electricity, town water and telecommunication services are connected/available.
-----------------	---

8.0 Improvements

8.1 Lease Area 2



Western Elevation



Eastern Elevation

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Internal



Internal

Main Building Type	Industrial (warehouse)
Level / Style	Single storey, conventional
Accommodation	Clearspan shed/warehouse accommodation
Construction:	
Floors	Concrete
Main External Walls	Iron trimdeck cladding
Roof	Iron trimdeck cladding
Main Interior Linings	Medium weight steel portal frame with iron trimdeck cladding
Ceilings	Nil, with exposed underside of roof
Construction Year	Circa 1970
Building Services	
Lighting	Mercury vapour lamps.
Electrical	The building has standard electrical services.
Fire Services	Basic firefighting equipment is provided.
Building Services Comment	The subject building appears to provide a basic standard of building services.

8.2 Lease Area 3



Western Elevation



Eastern Elevation

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Internal

Main Building Type	Industrial (warehouse)
Level / Style	Single storey, conventional
Accommodation	Clearspan shed/warehouse accommodation
Construction:	
Floors	Concrete
Main External Walls	Iron trimdeck cladding
Roof	Iron trimdeck cladding
Main Interior Linings	Medium weight steel portal frame with iron trimdeck cladding
Ceilings	Nil, with exposed underside of roof
Construction Year	Circa 1970
Building Services	
Lighting	Mercury vapour lamps.
Electrical	The building has standard electrical services.
Fire Services	Basic firefighting equipment is provided.
Building Services Comment	The subject building appears to provide a basic standard of building services.

8.3 Plant & Equipment

Included within our valuation is all plant and equipment (such as air-conditioning plant and equipment, fire services, or the like) which forms an integral part of the property. Our valuation excludes all non-integral plant and equipment, fit-out, furniture and equipment and personal items/contents.

8.4 Building/Letable Area

Building Area	IPMS 3 – Industrial (Gross Lettable Area)
Measurement Basis	
Source of Areas	The building areas have been obtained from a lettable area survey provided.

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Accommodation:	Measurement Basis:	Lettable Area:
Lease Area 2	IPMS 3 – Industrial (Gross Lettable Area)	357 sqm
Lease Area 3	IPMS 3 – Industrial (Gross Lettable Area)	163 sqm

8.5 Condition and Repairs

Internal Condition	Generally appears in fair condition.
External Condition	Generally appears in fair condition.
Repairs & Maintenance	At the time of inspection the building appeared to be in fair condition. This valuation has been undertaken on the basis of the subject tenancies 'As Is' condition.

9.0 Photography



Wharf



Wharf



Service Road/Parking (Eastern Side)



Northern Jetty/Wharf Service Road

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Southern Jetty/Wharf Service Road



King Sound



Adjacent Boat Ramp



Adjacent Barge Landing

10.0 Occupancy and Lease Details

Occupancy Status	Leased
Leases Sighted	We confirm having been provided with signed copies of the relevant Leases.

10.1 Lease Summary – Lease Area 2

Lessee	MPA Fish Farms Pty Ltd
Commencement Date	1 July 2019
Term	4 yrs
Expiry Date	30 June 2023
Commencing Rent	\$21,420 pa
Current Rent	\$25,939 pa (\$73/sqm)
Rent Includes GST	No
Rent Reviews	The rent is reviewed annually in accordance with movements in the CPI or with an increase of 3%, whichever is greater.
Net or Gross	Net
Outgoings	Payable by the lessee.
Permitted Use	Commercial fish farming and ancillary uses reasonably ancillary thereto

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10.2 Lease Summary – Lease Area 3

Lessee	MPA Fish Farms Pty Ltd
Commencement Date	1 July 2019
Term	4 yrs
Expiry Date	30 June 2023
Commencing Rent	\$10,595 pa
Current Rent	\$11,583 pa (\$71/sqm)
Rent Includes GST	No
Rent Reviews	The rent is reviewed annually in accordance with movements in the CPI or with an increase of 3%, whichever is greater.
Net or Gross	Net
Outgoings	Payable by the lessee.
Permitted Use	Commercial fish farming and ancillary uses reasonably ancillary thereto

11.0 Leasing Analysis

11.1 Market

Stock Levels	There are no comparable properties currently available for lease, with accommodation of this type being positioned on a wharf/jetty not readily available in the market.
Vacancies	The building appears fully occupied.
Leasing Volumes	There are comparatively few lease transactions of comparable premises given the subject tenancies unique wharf location.
Leasing Demand	Leasing demand for the subject tenancies is considered reasonable given it's unique location with limited supply.
Letting Period (Estimated)	6 months.
Other Factors	Due to the scarcity of directly comparable evidence we note our assessment of the market rental is more subjective than would normally be the case.

12.0 Market Commentary

The town of Derby is dependent upon the success of the main local industries being mining, pastoral, tourism, the Derby regional prison and is an administration centre for government agencies. The town of Derby also provides significant government services to the Shire of Derby/West Kimberley region inclusive of Fitzroy Crossing and numerous surrounding Aboriginal communities.

In addition to the above, the Federal Government re-established the Curtin Detention Centre as an immigration facility in 2010 which further created positive sentiment particularly in relation to the residential accommodation marketplace. The Curtin Detention Centre is situated approximately 45 km south via road from the Derby town site. The previous unprecedented demand for rental accommodation, primarily to house workers at Curtin Detention Centre (Immigration Department and SERCO), resulted in a significant increase in rental values for accommodation. We note that since July 2013 market rents have dropped considerably which has impacted on values with the market softening. This decline in market activity has also seen the values for commercial, industrial and residential properties within the town to also decline significantly from peaks in the market.

The local economy within Derby has softened considerably over the last 8-9 year period. This coincided with the completion of major infrastructure project within the town being the West Kimberley Regional Prison. This decline in market activity fell away further at the end of 2014 with the Federal Government closing the Curtin Detention Centre.

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Tourism tends to fluctuate from year to year depending upon macro-economic factors (exchange rates), fuel prices, weather patterns, travel bans/border openings, state and national economic conditions. The tourist market within Derby is seasonal with high/dry season months June, July and August; shoulder months April, May, September and October; and low season/wet season months November through to March. The 2020 season was severely impacted by the COVID-19 pandemic given state/regional travel bans in place, while 2021/22 have fared much better with the lifting of travel bans.

There are some other 'green shoots' in regards to some new economic stimulus/projects underway and set to commence within the region over the next 12 months. These projects include Gibson Mining having re-established mining operations on Koolan Island in 2019. Sheffield Resources through joint venture company Kimberley Mineral Sands (KMS) has made a final investment decision to develop a mineral sands mine (Thunderbird) positioned half way between Broome and Derby which will employ 400 people during the construction phase and 280 people once operational (scheduled for 2024). Ellendale diamond mine has recently been sold with the new proponent looking to start mining operations again from the site located 135km east of Derby. We understand that RAAF Base Curtin is set to receive a \$244 million upgrade to its facilities and utilities, with work planned to begin in 2024. The work will include a major refurbishment and replacement of its facilities and infrastructure including upgrades to communications, water and electrical services, roads, working accommodation, workshops, aircraft hangars, storage areas and security infrastructure. The Curtin Air Base plays a key part of the Australian Defence Force's network of northern airbases and plays a vital role in supporting ADF training and operations. If the re-development is to go ahead then construction is expected to begin in late 2024 with an estimated completion date in 2026.

Virgin Australia ceased servicing Derby in 2016 and as a result there is no longer a commercial airline connecting Derby with Perth direct. However, Derby recently secured three return flights per week to Broome from August 16, 2021, after the State Government entered into a deed of agreement with Aviair to provide the new service following a public tender process. The State Government subsidised service will initially operate for a 12-month trial period, enabling regular flights for Derby residents. Seats on the nine-seat aircraft are available at the fixed price of \$119 each way.

Commercial/industrial rents within the broader Kimberley region have been improving over the last 12-24 months with vacancies for tenancies of the subject's standard being positioned on a working port/wharf scarce within the marketplace.

13.0 Market Evidence

13.1 Rental Evidence

Market Rents:

In forming our opinion of the Market Rent of the subject property, we have had regard to various lease transactions, a selection of which are detailed below:

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Premises	1/47 Loch Street, Derby, WA
Rent	\$28,756 pa
Net or Gross	Semi Gross
Date Rent Set	Aug 2022
Tenancy Area	103 sqm
Initial Term	1 yr
Options	1 yr
Rent Review Method	Market at option.
Face Rent Analysis	Semi Gross - \$279/sqm Net - \$224/sqm
Comments	<p>This tenancy comprises a 103 sqm office unit comprising reception, partitioned offices and rear open plan office area. This tenancy also has the use of a communal kitchen and ablutions shared with tenancy 2 within the development. This lease is generally semi-gross in nature. The lessor pays for Rates, Land Tax, ground repairs and maintenance and common area lighting.</p> <p>We have estimated a net rental of approximately \$224/sqm net after deduction of estimated relevant outgoings. The tenant is allowed 5 parking bays.</p>
Comparability	A smaller tenancy providing superior accommodation. Lower rates will apply to the subject tenancies.

Premises	Lease Area 2, Derby Airport, Derby, WA
Rent	\$16,500 pa
Net or Gross	Net
Date Rent Set	May 2022
Tenancy Area	663 sqm
Initial Term	10 yrs
Options	10 yrs
Rent Review Method	CPI annually with a market review at year 5 and commencement of option period.
Rent Analysis	\$25/sqm
Comments	The property comprises an approximate 663 sqm airside site positioned within the Derby Airport. The site is generally rectangular in shape being located adjacent the general aviation apron/parking area. The immediate area incorporates a number of aircraft hangars in conjunction with fuel storage facilities, terminal and commercial/office accommodation
Comparability	A larger unimproved premises positioned in a strategic airside location adjacent airport infrastructure. Far higher rates will apply the subject tenancies.

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Premises	7-45 Clarendon Street, Derby, WA
Rent	\$14,255 pa
Net or Gross	Net
Date Rent Set	Jul 2020
Tenancy Area	71 sqm
Initial Term	3 yrs
Rent Review Method	The rent is reviewed to market on the 1st of March 2022 and via CPI on the 1st of March 2023.
Rent Analysis	\$201/sqm
Comments	Comprises a 71 sqm tenancy positioned towards the rear of a commercial Arcade Complex known as "Derby Central". The tenancy is currently being utilized as office accommodation.
Comparability	A smaller tenancy providing superior accommodation. Lower rates will apply to the subject tenancies.

Premises	6-47 Loch Street, Derby, WA
Rent	\$16,047 pa
Net or Gross	Semi Gross
Date Rent Set	Sep 2019
Tenancy Area	133 sqm
Initial Term	1 yr
Rent Analysis	Semi Gross - \$121/sqm Net - \$105/sqm
Comments	Comprises a 133 sqm rear tenancy within a 6 unit development. The unit provides both basic office and warehouse accommodation. This rent is on a semi-gross basis. After allowing for unrecoverable outgoings we estimate a net rent of circa \$105/sqm.
Comparability	A smaller tenancy incorporating an office area positioned in a secondary location without the strategic wharf location of the subject tenancies. Similar/slightly lower rates will apply to the subject tenancies.

Premises	39 Clarendon Street, Derby, WA
Rent	\$50,843 pa
Net or Gross	Net
Date Rent Set	Jun 2022
Tenancy Area	244 sqm
Initial Term	3 yrs
Options	3 yrs
Rent Review Method	The rent is increased annually by 5%.
Face Rent Analysis	\$208/sqm
Comments	Comprises a 1,215 sqm 'Town Centre' allotment improved with a showroom/office building providing 244 sqm of lettable area. The property is leased to Raywhite Derby and is subject to fixed 5% increases for the duration of the lease. The commencing rent was agreed at \$43,920 (\$180/sqm) in 2019.
Comparability	A smaller tenancy (compared to Lease Area 2), larger tenancy (compared Lease Area 3) providing superior commercial accommodation. Lower rates will apply to the subject tenancies.

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Premises	Rear Shed, Lot 26 Ivanhoe Road, Kununurra, WA
Rent	\$39,000 pa
Net or Gross	Net
Date Rent Set	Jul 2022
Tenancy Area	450 sqm
Initial Term	6 months
Options	1 yr
Rent Review Method	N/A
Face Rent Analysis	\$87/sqm
Comments	Comprises a 2010 built clearspan shed/workshop with small internal amenities of office and ablutions.
Comparability	A larger, more modern building positioned within another Kimberley township in a secondary location without the strategic wharf location of the subject tenancies. Similar/slightly higher rates will apply to the subject tenancies after allowing for differences.

Premises	10B Konkerberry Drive, Kununurra, WA
Rent	\$25,200 pa
Net or Gross	Semi Gross
Date Rent Set	May 2022
Tenancy Area	203 sqm
Initial Term	1 year & 1 month
Face Rent Analysis	Semi Gross - \$124/sqm Net - \$109/sqm
Comments	Comprises a circa 1996 built detached workshed/office development occupying a 441 sqm road front strata allotment. The property is part of a three lot strata scheme. Improvements comprise a 203 sqm work shop with in-built air-conditioned office (52 sqm) and attached verandah (14 sqm). The sheds are constructed of a steel portal frame with an approximate 4m truss height with both back and side sliding doors together with in-built ablutions. We note that the tenant is liable for their portion of all outgoings except for building insurance. We have not sighted an outgoings budget but we have estimated a net rate of \$109/sqm after deduction of estimated non-recoverable outgoings.
Comparability	A smaller tenancy (compared to Lease Area 2), larger tenancy (compared Lease Area 3) providing superior accommodation positioned within another Kimberley township, in a secondary location without the strategic wharf location of the subject tenancies. Lower rates will apply to the subject tenancies.

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Premises	4/8 Decastilla Street, Minyirr, WA
Rent	\$39,546 pa
Net or Gross	Gross
Date Rent Set	Feb 2022
Tenancy Area	204 sqm
Initial Term	2 yrs
Options	2+2 yrs
Rent Review Method	The rent is reviewed annually in accordance with movements in the CPI. The rent is reviewed to market at the commencement of the options.
Face Rent Analysis	Gross - \$194/sqm Net - \$132/sqm
Comments	Comprises a 2006 built office/warehouse unit situated at the rear of a seven unit development. The unit provides 204 sqm of main lettable building area occupying a 507 sqm strata allotment. This lease is on a semi-gross basis and after allowing for outgoings payable by the landlord including water/shire rates, building insurance, management fees, strata levies and pest control (Estimated at \$12,546). This reveals a net rental income of circa \$27,000 or \$132/sqm.
Comparability	A smaller tenancy (compared to Lease Area 2), larger tenancy (compared Lease Area 3) providing superior accommodation positioned within another more sought after Kimberley township, without the strategic wharf location of the subject tenancies. Lower rates will apply to the subject tenancies.

Premises	23 Pothana Road, Electrona, TAS
Rent	\$107,556 pa
Net or Gross	Net
Date Rent Set	Jul 2019
Tenancy Area	247 sqm
Initial Term	10 yrs
Options	5+5 yrs
Rent Review Method	The rent is reviewed annually in accordance with movements in the CPI except in year 5 when the rent is reviewed to market. The rent is also reviewed to market at the commencement of the option(s), but shall not be less than the preceding rent.
Face Rent Analysis	Warehouse - 202 sqm @ \$100.77 = \$20,356 Former substation/store - 45 sqm @ \$60.00 = \$2,700 Industrial land/yard - 13,000 sqm @ \$6.50 = \$84,500
Comments	The property comprises a waterfront industrial site of approximately 1.357 ha which is leased for shore facilities by an aquaculture business. The site includes a jetty, fuelling station, a concrete panel warehouse of 202 sqm, former substation of masonry block construction of 45 sqm, and yard areas.
Comparability	This lease provides a good insight into an aquaculture lease within regional Tasmania. The analysed rental rate of \$101/sqm for the warehouse provides a good insight into the rental rates applicable to the subject tenancies given its regional location and proximity to jetty facilities.

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Market Rent Conclusions:

Analysis of rental evidence shows market net rents range between \$25 - \$224/sqm. After balancing adjustments for the attributes of the properties and consideration of any changes in market conditions based on the lease transactions the market rent for the subject tenancies is considered to be much higher than Lease Area 2 Derby Airport (\$25/sqm); comparable/slightly higher to the Rear Shed at Lot 26 Ivanhoe Road (\$87/sqm); comparable/slightly lower to the analysed warehouse rent of 23 Pothana Road (\$101/sqm) and comparable/slightly lower to 6/47 Loch Street (\$105/sqm); and less than 10B Konkerberry (\$109/sqm), 4/8 Decastilla (\$132/sqm), 7/45 Clarendon (\$201/sqm), 39 Clarendon Street (\$208/sqm) and 1/47 Loch Street (\$224/sqm).

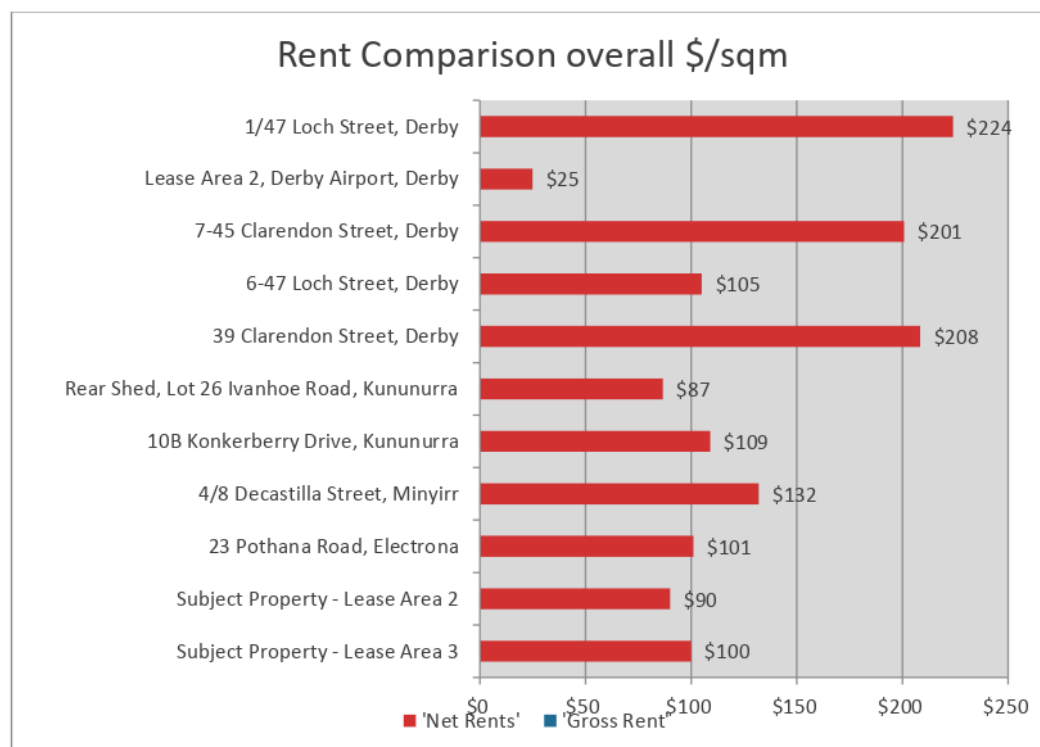
Lease Area 2

Considering the attributes of the subject property, the annual market net rent has been assessed at \$90/sqm.

Lease Area 3

Considering the attributes of the subject property, the annual market net rent has been assessed at \$100/sqm.

We have adopted a slightly higher rate for Lease Area 3 given its much smaller Lettable Area. Due to the scarcity of directly comparable evidence we note our assessment of the market rental is more subjective than would normally be the case.



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14.0 Valuation Methodology

14.1 Adopted Valuation Approach and Method

The most appropriate valuation approach for a rental valuation of premises of this nature is the market approach whereby the subject premises are compared with rents of comparable properties.

14.2 Valuation Calculations

Lease Area 2 Rental Valuation - Lettable Area Basis (and Sensitivity Analysis)			
			Market Rent
Lettable Area:	357 sqm	@ \$85	\$30,345
	357 sqm	@ \$90	\$32,130
	357 sqm	@ \$95	\$33,915
Indicates Market Rent:			\$32,130

Lease Area 3 Rental Valuation - Lettable Area Basis (and Sensitivity Analysis)			
			Market Rent
Lettable Area:	163 sqm	@ \$95	\$15,485
	163 sqm	@ \$100	\$16,300
	163 sqm	@ \$105	\$17,115
Indicates Market Rent:			\$16,300

14.3 Conclusion

Lease Area 2

Having regard to the market evidence and the above calculations, from an objective and balanced point of view, we are of the opinion that the Market Rent of the premises is \$32,130 pa

Lease Area 3

Having regard to the market evidence and the above calculations, from an objective and balanced point of view, we are of the opinion that the Market Rent of the premises is \$16,300 pa

Lease Areas 2 & 3, Derby Wharf Area
Derby, Western Australia 6728
Our Reference: 15199053



15.0 Market Rent

15.1 Market Rent – Lease Area 2

We are of the opinion that the Market Net Rent of the premises with vacant possession, subject to the comments in this report, is:

\$32,130 pa

15.2 Market Rent – Lease Area 3

We are of the opinion that the Market Net Rent of the premises with vacant possession, subject to the comments in this report, is:

\$16,300 pa

Date of Inspection	16 September 2022
Date of Valuation	16 September 2022
Date Issued	17 October 2022
Signatories	 Hayden McLeod AAPI CPV Senior Valuer API No: 65366 WA Lic No: 44432 Primary Valuer PH 0400 059 478 hayden.mcleod@opteonsolutions.com

Important

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

Lease Areas 2 & 3, Derby Wharf Area
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Our Reference: 15199053



16.0 Assumptions, Conditions & Limitations

Area Disclaimer	<i>In the event actual surveyed areas of the property are different to the areas adopted in this valuation the survey should be referred to the valuer for comment on any valuation implications. We reserve the right to amend our valuation in the event that a formal survey of areas differs from those detailed in this report.</i>
Asbestos Disclaimer	<i>We are not experts in the identification of Asbestos and therefore, in the absence of an environmental consultant's report concerning the presence of any asbestos fibre within the subject property, this valuation is made on the assumption that there is no: asbestos material present; health risk from asbestos within the property; or there is any material expense relating to the repair, management or replacement of asbestos materials in the foreseeable future. Should an expert's report establish that there is an asbestos related health risk or a requirement to undertake asbestos remediation works then we reserve the right to review this valuation.</i>
Building Services Disclaimer	<i>No documentation or certification has been sighted to verify the condition of building services, and we have assumed that all building services are: adequate in specification; in good operational condition; and satisfactorily maintained.</i>
Environmental Disclaimer	<i>This report is not an environmental audit and no advice is given in any way relating to environmental or pollution matters. Any comments given as to environmental or pollution factors in relation to the property are not given in the capacity as an expert. This assessment of value is on basis that the property is free of contamination or environmental issues affecting the property not made known to the valuer. In the event the property is found to contain contamination the matter should be referred to this office for comment. Given contamination issues can have an impact on the Market Value of the property, we reserve the right to review and if necessary vary our valuation if any contamination or other environmental hazard is found to exist.</i>
Full Disclosure Disclaimer	<i>This valuation assumes that any information, documentation and data provided by you or any third parties is accurate and is a full disclosure of information which may impact on the value of the property. Whilst the Valuer has taken reasonable steps to verify the information supplied, we do not accept any liability whatsoever for any information being insufficient, inaccurate or misleading. If inaccuracies in the information are subsequently discovered, we reserve the right to review and, if necessary, amend our valuation.</i>
Geotechnical	<i>We have not sighted a geotechnical engineers' survey of the property. We are not experts in the field of civil or geotechnical engineering and we are therefore unable to comment as to the geotechnical integrity of the ground and soil conditions. It is specifically assumed that there are no adverse geotechnical conditions that compromise the utility of the property for the current or highest and best use. In the event there is found to be adverse ground conditions we recommend the matter be referred to this Company for comment.</i>
GST	<i>All amounts and values in this report are exclusive of GST unless otherwise specified. If there is any uncertainty as to the treatment of GST we recommend you seek advice from a qualified accountant.</i>
Identification	<i>The property has been identified as per details provided within this report. The identification comments are not provided in the capacity of an expert, and a surveyor (not a valuer) would be able to confirm the identification of the property and/or any encroachments by way of undertaking a site survey.</i>
Leases and Rents	<i>This valuation is based on the lease terms and conditions summarised within this report sourced from a review of the available lease documentation and tenancy schedules made available. This valuation is made on the basis that the tenants are paying rent in accordance with the lease agreements and there are no undisclosed rental subsidies, or other incentives that have been provided by the lessor. Our valuation assumes there are no material breaches of the essential terms of existing Leases by the existing Lessees and no material rental arrears at the date of Valuation.</i>
Market Change	<i>This valuation is current as at the Date of Valuation only. The value assessed herein may change significantly and unexpectedly over a relatively short period (including as a result of general market movements or factors specific to the particular property). We do not accept liability for losses arising from such subsequent changes in value. Where the valuation is being relied upon for mortgage purposes, without limiting the generality of the above comment, we do not assume any responsibility or accept any liability where this valuation is relied upon after the expiration of 90 days from the date of the valuation, or such earlier date if you become aware of any factors that have any effect on the valuation. We recommend the valuation be reviewed at regular intervals.</i>
Market Evidence Information Availability	<i>In preparing this valuation we have undertaken those investigations reasonably expected of a professional valuer having regard to normal industry practice so as to obtain the most relevant, available, comparable market evidence. Whilst we believe the market information obtained to be accurate, all details may not have been formally verified.</i>
Photographs	<i>The photos used in this valuation report may not have been taken by Opteon (Third Party Photos). Where possible, a photo that has been sourced from a third party (other than the property contact who has not been attributed) has been attributed in the valuation report to the source from which Opteon obtained the photo. Opteon makes no warranties or representations in respect of, and is unable to assign to the Client, any intellectual property rights subsisting in the Third Party Photos.</i>
Planning Disclaimer	<i>Town planning and zoning information was informally obtained from the relevant local and State Government authorities and is assumed to be correct. Should the addressee require formal confirmation of planning issues then we recommend formal application be made to the relevant authorities to confirm planning details.</i>

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Derby, Western Australia 6728
Our Reference: 15199053



Publication of Report	<i>The publication of the valuation or report in whole or any part, or any reference thereto, or the names and professional affiliations of the valuers is prohibited without the prior written approval of the valuer as to the form and context in which it is to appear.</i>
Site Survey Disclaimer	<i>This report is not a site survey and no advice is given in any way relating to survey matters. Any comments given in relation to the property are not given in the capacity as an expert, however, are based on our inspection (where relevant) of the property and review of the Certificate of Title plans. Should the addressee require absolute certainty in relation to the site area, dimensions or possible encroachments we recommend that a surveyor be engaged to provide appropriate advice and a survey of the property if considered necessary. In the event there are any fundamental inconsistencies between any site survey undertaken and site detail adopted in this valuation, the survey should be referred to the valuer for comment on any valuation implications (including amendment of our valuation if considered necessary).</i>
Structural Disclaimer	<i>This report is not a structural survey and no advice is given in any way relating to structural matters. Any opinion given as to the condition of the improvements on the property is not given in the capacity as an expert. A structural report on the building and/or its plant and equipment has not been sighted, and nor have we inspected unexposed or inaccessible portions of the premises. Therefore we cannot comment on the structural integrity, any defects, rot or pest infestation (or damage from pest infestation) of the improvements, any use of asbestos or other materials now considered hazardous or areas of non-compliance with the Building Code of Australia, other than matters which are obvious and which are noted within this report. This valuation assumes the building is structurally sound; that building services are adequate and appropriately maintained; the building complies with applicable Council, building, health, safety and fire regulations, laws, bylaws, rules, licences, permits and directives; and is free of asbestos or other defects, unless specified otherwise. Should an expert's report establish that there is any damage of the varieties noted above then we reserve the right to review this valuation.</i>
Third Party Disclaimer	<i>This report has been prepared for the private and confidential use of our client, Shire of Derby/West Kimberley and the nominated other authorised users, for the specified purpose and it should not be relied upon by any other party for any purpose and the valuer shall not have any liability to any party who does so. The report should not be reproduced in whole or part without the express written authority of Opteon Property Group Pty Ltd. Our warning is registered here, that any party, other than those specifically named in this report as our client or authorised user should obtain their own valuation before acting in any way in respect of the subject property.</i>
Third Party Information	<i>In preparing the valuation report the valuer may have relied on information, documents and data provided by third parties (Third Party Information). Whilst the valuer has taken reasonable steps to verify the accuracy and completeness of the Third Party Information, the valuer does not make any warranties or representations about the accuracy or completeness of that Third Party Information and will not be liable for any loss that may arise as a direct or indirect consequence of any Third Party Information being incomplete, inaccurate or misleading due to the fraud or recklessness of a provider of the Third Party Information.</i>

Lease Areas 2 & 3, Derby Wharf Area
Derby, WA 6728
Our Reference: 15199053



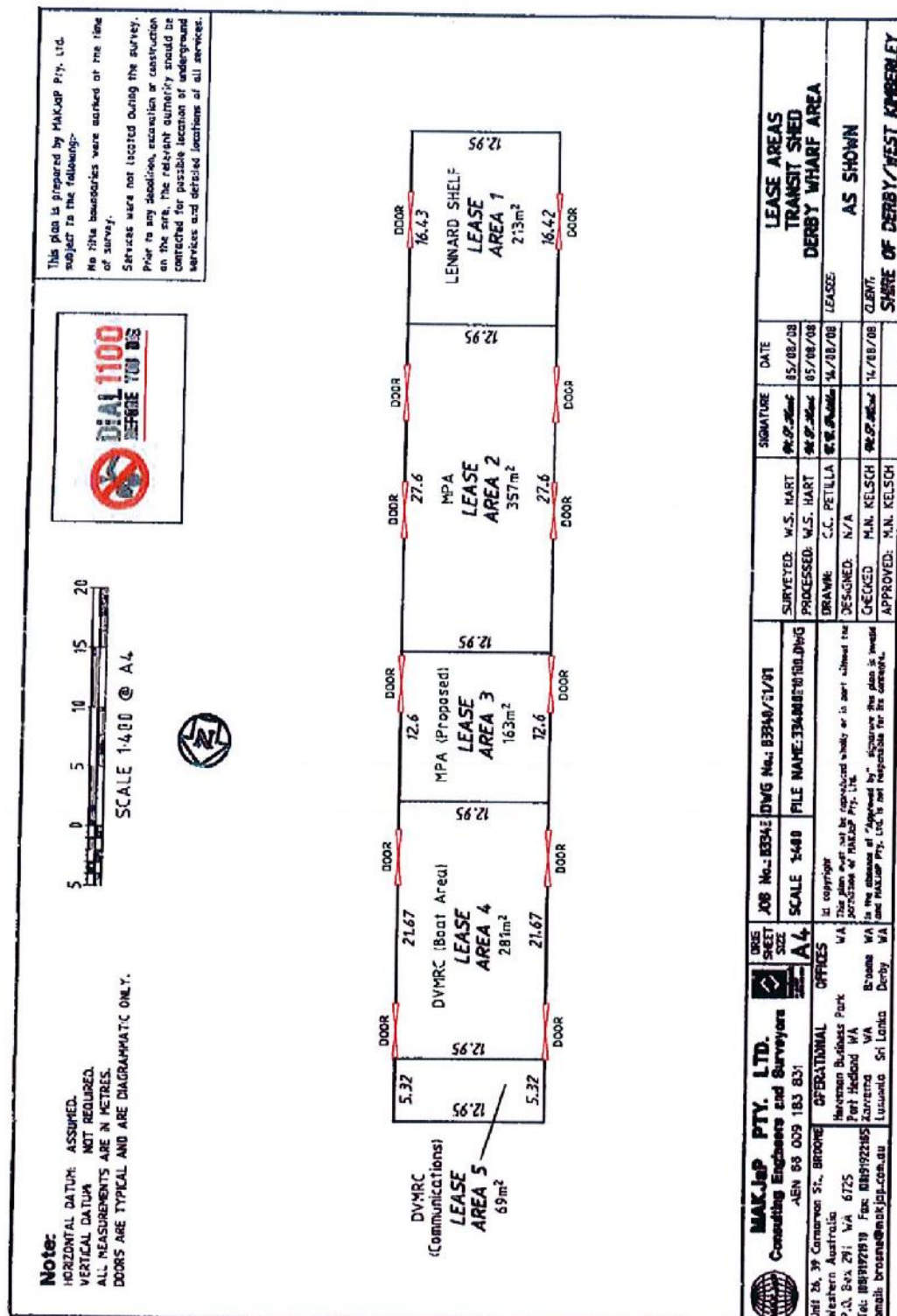
APPENDIX 1

LETTABLE AREA SURVEY

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APPENDIX 2

LEASE - AREA 2 (SIGNED & DATED)

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Page 1

Derby Port – Sublease of Area 2

Shire of Derby/West Kimberley

MPA Fish Farms Pty Ltd



McLEODS

Barristers & Solicitors

Stirling Law Chambers | 220-222 Stirling Highway

CLAREMONT WA 6010

Tel: (08) 9383 3133 | Fax: (08) 9383 4935

Email: mcleods@mcleods.com.au

Ref: TF:DERBY 44705 (Area 2)

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Annexure 1 – Sketch of Premises

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Details

Parties

Shire of Derby/West Kimberley

of PO Box 94, Derby, Western Australia

(Sublessor)

MPA Fish Farms Pty Ltd (ACN 108 494 079)

of Suite 12, 890 Canning Highway, Applecross, Western Australia

(Sublessee)

Background

- A The Head Lessor leased the Land to the Sublessor.
- B Under the terms of the Head Lease, the Sublessor has the power to sublease to third parties portions of the Land.
- C The Sublessee has requested that the Sublessor grant it a sublease over a portion of the Land, being more particularly the Premises, and the Sublessor has agreed subject to the parties entering into this Sublease.

Agreed terms

1. Definitions

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

Amounts Payable means the Rent and any other money payable by the Sublessee under this Sublease;

Basic Consideration means all consideration (whether in money or otherwise) to be paid or provided by the Sublessee for any supply or use of the Premises and any goods, services or other things provided by the Sublessor under this Sublease (other than tax payable pursuant to this clause);

Business Day means a day other than a Saturday, Sunday or public holiday in Port Hedland, Western Australia;

CEO means the Chief Executive Officer for the time being of the Sublessor or any person appointed by the Chief Executive Officer to perform any of her or his functions under this Sublease;

Commencement Date means the date of commencement of the Term specified in **Item 4** of the Schedule;

Contaminated Sites Act means the *Contaminated Sites Act 2003 (WA)*;

CPI means the Consumer Price Index (All Groups) Perth number published from time to time by the Australian Bureau of Statistics or its equivalent determined in accordance with **clause 6.2**;

CPI Review means the Rent review process described in **clause 6.2**;

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 Title for the Premises;

Environmental Contamination has the same meaning as the word “contaminated” in the Contaminated Sites Act;

EPA means the Environmental Protection Authority of Western Australia;

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

Good Repair means good and substantial tenantable repair and in clean, good working order and condition;

GST has the meaning that it bears in the GST Act;

GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and any legislation substituted for, replacing or amending that Act;

GST Adjustment Rate means the amount of any increase in the rate of tax imposed by the GST Law;

GST Law has the meaning that it bears in section 195-1 of the GST Act;

GST Rate means 10%, or such other figure equal to the rate of tax imposed by the GST Law;

Head Lease means the amended and restated head lease entitled ‘Derby Head Lease’ between the Sublessor and the Head Lessor with commencement date of 1 July 2021, including the schedule as supplemented, amended or varied from time to time;

Head Lessor means the Kimberley Ports Authority a body corporate constituted pursuant to the provisions of the *Ports Authorities Act 1999* (as amended) of 280 Port Drive, Broome;

Initial Head Lessor means the Minister for Transport a body corporate constituted pursuant to the provisions of section 8 of the *Marine and Harbours Act 1981* of 1 Essex Street Fremantle, Western Australia;

Interest Rate means the rate at the time the payment falls due being 2% greater than the Sublessor’s general overdraft rate on borrowings from its bankers on amounts not exceeding \$100,000.00, which rate cannot exceed the rate prescribed by, and imposed in accordance with, section 6.13 of the *Local Government Act 1995* (WA);

Land means the land described at **Item 1** of the Schedule;

Management Agreement means the amended and restated management agreement entitled ‘Derby Management Agreement’ between the Sublessor and the Head Lessor with

commencement date of 1 July 2021, including the schedule as supplemented, amended or varied from time to time;

Market Review means the Rent review process described in **clause 6.3**;

Notice means each notice, demand, consent or authority given or made to any person under this Sublease;

Original Head Lease means the lease entitled 'Port of Derby Head Lease' between the Sublessor and the Initial Head Lessor dated 16 December 1997 as supplemented, amended or varied from time to time, including without limitation:

- (a) as varied by a deed of partial surrender of lease dated 24 October 2011 between the Sublessor and the Initial Head Lessor;
- (b) as varied by a deed of variation of lease dated 3 December 2015 between the Sublessor and the Initial Head Lessor; and
- (c) as renewed by a renewal of lease dated 3 December 2015 between the Sublessor and the Initial Head Lessor; and
- (d) as varied by a deed of variation of lease between the Sublessor and the Initial Head Lessor with a date of variation of 1 April 2018;

Original Management Agreement means the management agreement between the Sublessor and the Initial Head Lessor dated 16 December 1997;

Party means the Sublessor or the Sublessee according to the context;

Permitted Purpose means the purpose specified in **Item 6** of the Schedule;

Port means the Port of Derby;

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

Remediation has the meaning it has in the Contaminated Sites Act and **Remediate** has a corresponding meaning;

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

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 a date identified in **Item 8** of the Schedule;

Restated Management Agreement means the document between the Shire and the Minister for Transport entitled 'Deed of Amendment and Restatement of Derby Management Agreement' and dated 1 October 2018;

Schedule means the Schedule to this Sublease;

Sublease means this deed as supplemented, amended or varied from time to time;

Sublessee's Agents includes:

- (a) the employees, agents, contractors, invitees and licensees of the Sublessee; and

- (b) any person on the Premises by the authority of a person specified in paragraph (a);

Sublessee's Covenants means the covenants, agreements and obligations set out or implied in this Sublease or imposed by law to be performed and observed by the Sublessee;

Sublessor's Covenants means the covenants, agreements and obligations set out or implied in this Sublease, or imposed by law to be performed and observed by the Sublessor;

Term means the term of years specified in **Item 2** of the Schedule and any Further Terms;

Termination means expiry by effluxion of time or sooner determination of the Term or any period of holding over; and

Written Law includes all acts and statutes (State or Federal) for the time being enacted and all regulations, schemes, ordinances, local laws, by-laws, requisitions, orders or statutory instruments made under any Act from time to time by any statutory, public or other competent authority.

1.2 Interpretation

In this Sublease, unless expressed to the contrary:

- (a) words importing:
 - (i) the singular includes the plural and vice versa; and
 - (ii) a gender or genders include each other gender;
- (b) if a word or phrase is assigned a particular meaning, other grammatical forms of that word or phrase have a corresponding meaning;
- (c) a reference to:
 - (i) a natural person includes a body corporate or local government;
 - (ii) a body corporate or local government includes a natural person;
 - (iii) a professional body includes a successor to or substitute for that body;
 - (iv) a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
 - (v) a statute, includes an ordinance, code, regulation, award, local planning scheme, regulation, local law, by-law, requisition, order or other statutory instruments made under any of them and a reference to any of them, whether or not by name, includes any amendments to, re-enactments of or replacements of any of them from time to time in force;
 - (vi) a right includes a benefit, remedy, discretion, authority or power;
 - (vii) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
 - (viii) this Sublease or provision of this Sublease or any other deed, agreement, instrument or contract includes a reference to:
 - (i) both express and implied provisions; and

- (ii) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
- (ix) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
- (x) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
- (xi) a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure is a reference to, respectively, a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure of this Sublease;
- (d) the covenants and obligations on the part of the Sublessee not to do or omit to do any act or thing include:
 - (i) covenants not to permit that act or thing to be done or omitted to be done by the Sublessee's Agents; and
 - (ii) a covenant to take all reasonable steps to ensure that that act or thing is not done or omitted to be done;
- (e) the meaning of general words or phrases is not limited by specific examples introduced by 'including', 'for example' or similar expressions; and
- (f) if a Party comprises two or more persons, the covenants and agreements on their part bind them and must be observed and performed by them jointly and each of them severally, and may be enforced against any one or more of them.

1.3 Headings

Except in the Schedule, headings do not affect the interpretation of this Sublease.

2. Grant of sublease

Subject to the Head Lessor's consent, the Sublessor subleases to the Sublessee the Premises for the Term subject to:

- (a) all Encumbrances;
- (b) the payment of the Amounts Payable; and
- (c) the performance and observance of the Sublessee's Covenants.

3. Effect of Head Lease

3.1 Effect of Head Lease

- (1) The parties agree to the extent that the terms and conditions of the Head Lease are applicable to the Premises, those terms covenants and conditions which apply to and bind the Sublessor under the Head Lease shall apply to and bind the Sublessee reserving to the Sublessor and the Head Lessor severally all rights and powers conferred on the Head Lessor by the Head Lease.
- (2) Where by the terms of the Head Lease an act or omission of the Sublessor constitutes a breach of a term of the Head Lease if done or permitted without the consent or permission of the Head

Lessor that act or omission shall be deemed to be a breach of this Sublease if done or permitted by the Sublessee without the consent or permission of both the Head Lessor and the Sublessor.

3.2 Sublessee not to cause breach of Head Lease

- (1) Despite any other provision of this Sublease, the Sublessee must not do or omit to do any act, matter or thing which would constitute a breach of, or default under, the Head Lease or cause the Sublessor to be in breach of the Head Lease.
- (2) The Sublessee indemnifies the Sublessor for any losses, costs, expenses, damages or claims incurred or suffered by the Sublessor to the extent such costs, expenses, damages or claims arise out of a breach by the Sublessee of any of the Sublessee's obligations under this Sublease, including any losses, costs, expenses, damages or claims resulting from termination of the Head Lease to the extent such losses, costs, expenses, damages or claims arise out of a breach by the Sublessee of any of the Sublessee's obligations under this Sublease, including any liability of the Sublessor to the Head Lessor.

3.3 Head Lease ends

If the Head Lease ends for any reason then the Sublessee will also end contemporaneously with the Head Lease and the Sublessee will have no right or claim against the Sublessor for any matter or thing arising from or in connection with the Sublease and or its termination.

3.4 Transfer of Responsibility of Port

The parties acknowledge that responsibility of the Port was transferred to the Head Lessor on proclamation of section 50 of the Ports Legislation Amendment Act 2019 (Transfer) on 1 July 2021.

4. Quiet enjoyment

Except as provided in the Sublease, subject to the performance and observance of the Sublessee's Covenants the Sublessee may quietly hold and enjoy the Premises during the Term without any interruption or disturbance from the Sublessor or persons lawfully claiming through or under the Sublessor.

5. Rent and other payments

5.1 Rent

The Sublessee covenants with the Sublessor to pay to the Sublessor the Rent in the manner set out at **Item 5** of the Schedule on and from the Commencement Date clear of any deductions.

5.2 Outgoings

- (1) The Sublessee covenants with the Sublessor to punctually pay to the Sublessor (or to such person as the Sublessor may from time to time direct) all the following outgoings or charges, assessed or incurred in respect of the Premises:
 - (a) local government rates, services and other charges, including but not limited to rubbish collection charges and the emergency services levy;
 - (b) water, drainage and sewerage rates, charges for disposal of stormwater, meter rent and excess water charges;

- (c) telephone, electricity, gas and other power and light charges including but not limited to meter rents and the cost of installation of any meter, wiring or telephone connection;
 - (d) land tax on a single ownership basis; and
 - (e) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Sublessee's use and occupation of the Premises.
- (2) If the Premises are not separately charged or assessed the Sublessee will pay to the Sublessor a proportionate part of any charges or assessments referred to in **clause 5.2(1)** being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

5.3 Interest

Without affecting the rights, power and remedies of the Sublessor under this Sublease, the Sublessee covenants with the Sublessor to pay to the Sublessor interest on demand on any Amounts Payable which are unpaid for 35 days computed from the due date for payment until payment is made and any interest payable under this paragraph will be charged at the Interest Rate.

5.4 Costs

- (1) The Sublessee covenants with the Sublessor to pay to the Sublessor on demand:
- (a) all duty, fines and penalties payable under the *Duties Act 2008* and other statutory duties or taxes payable on or in connection with the Sublessee entering into this Sublease;
 - (b) all registration fees in connection with this Sublease; and
 - (c) all reasonable legal costs of and incidental to the instructions for the preparation, execution and stamping of this Sublease and all copies.
- (2) The Sublessee covenants with the Sublessor to pay to the Sublessor all costs, legal fees, disbursements and payments incurred by or for which the Sublessor 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 Sublease;
 - (b) any breach of covenant by the Sublessee or the Sublessee's Agents;
 - (c) the preparation and service of a notice under section 81 of the *Property Law Act 1969* requiring the Sublessee 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 Sublessee's request; and
 - (e) any action or proceedings arising out of or incidental to any matters referred to in this **clause 5.4** or any matter arising out of the Sublessee's use and occupation of the Premises under this Sublease.

5.5 Payment of Money

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

5.6 Accrual of amounts payable

Amounts Payable accrue on a daily basis.

6. Rent Review

6.1 Rent Reviews

- (1) The Rent will be reviewed on and from each Rent Review Date to determine the Rent to be paid by the Sublessee until the next Rent Review Date.
- (2) The basis for each review is as identified for each Rent Review Date in **Item 8** of the Schedule.

6.2 Rent Review based on CPI

A Rent review based on CPI will increase the amount of Rent payable during the immediately preceding period by the percentage of any increase in CPI having regard to the quarterly CPI published immediately prior to the later of the Commencement Date or the last Rent Review Date as the case may be and the quarterly CPI published immediately prior to the relevant Rent Review Date. If there is a decrease in CPI having regard to the relevant CPI publications the Rent payable from the relevant Rent Review Date will be the same as the Rent payable during the immediately preceding period. Should the CPI be discontinued or suspended at any time or its method of computation substantially altered, the Parties shall endeavour to agree upon the substitution of the CPI with an equivalent index, or failing agreement by the Parties, the substitution shall be made by a Valuer appointed in accordance with **clause 6.3(d)** below.

6.3 Market Review

A Rent review based on market review will establish the current (ground) market rent for the Premises which will be determined in accordance with the following provisions:

- (a) The Sublessor shall notify the Sublessee of the amount that it reasonably considers is the current (ground) market rent for the Premises.
- (b) If the Sublessee disputes the current market rent as notified by the Sublessor, it must notify the Sublessor of that dispute (**Market Rent Dispute Notice**) within 20 Business Days after receiving the Sublessee's notification. The Sublessee must comply with this time limit to dispute the notified amount.
- (c) If the Sublessee does not dispute the amount notified or does not provide a Market Rent Dispute Notice within the timeframe provided for in **clause 6.3(c)** above, that amount becomes the Rent.
- (d) If the Sublessee gives a Market Rent Dispute Notice, then the current market rent for the Premises will be determined at the expense of the Sublessee by a valuer (**Valuer**) licensed under the *Land Valuers Licensing Act 1978*, to be appointed, at the request of either Party, by the President for the time being of the Australian Property Institute (Western Australian Division) (or if such body no longer exists, such other body which is then substantially performing the functions performed at the Commencement Date by that Institute).
- (e) The Valuer must be independent of the Parties, must act as an expert and not as an arbitrator and his or her decision will be final and binding on the Parties. The Parties will be entitled to make submissions to the Valuer.
- (f) In this clause, "**current (ground) 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 Sublease and on the same terms and conditions contained in this Sublease, BUT will not include:

- (i) any improvements located or erected on the Premises; and
- (ii) any rent free periods, discounts or other rental concessions.

6.4 Rent must not decrease

The Rent payable from any Rent Review will not be less than the Rent payable in the period immediately preceding such Rent Review Date.

6.5 Sublessor may institute Rent Review

The Sublessor may institute a rent review notwithstanding the Rent Review Date has passed and the Sublessor 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. Insurance

7.1 Insurance to be effected

- (1) The Sublessee must effect and maintain for the time being adequate public liability insurance for a sum not less than the sum set out at in **Item 7** of the Schedule, and such insurance policy must:
 - (a) be with a reputable insurer;
 - (b) note the Sublessor's interest on the policy; and
 - (c) cover events occurring while the policy is current, regardless of when claims are made.
- (2) If a building or buildings are constructed on the Premises, the Sublessee shall effect and keep effected insurance to the full insurable value on a replacement or reinstatement value basis of such building or buildings against damage arising from fire, tempest, storm, earthquake, explosion, aircraft, or other aerial device including items dropped from any device, riot, commotion, flood, lightning, act of God, fusion, smoke, rainwater, leakage, impact by vehicle, machinery breakdown and malicious acts or omissions and other standard insurable risks.
- (3) The Sublessee must effect and maintain for the time being adequate marine hulls insurance in accordance with the International Hull clauses (01/011/03) and protection and indemnity insurance with an International Group P & I Club or in accordance with the Institute Protection and Indemnity Clauses Hulls – Time (20/7/87):
 - (a) for each vessel used in connection with the Premises;
 - (b) including coverage for 4/4ths collision liability, pollution, spillage and wreck removal;
 - (c) for an amount not less than the market value or agreed value of the hull and protection and indemnity insurance for an amount not less than \$50,000,000 for each and every occurrence.
- (4) The Sublessee must effect and maintain motor vehicle third party liability insurance, covering legal liability for property loss or damage and bodily injury to or death of persons (other than compulsory third party motor vehicle insurance) caused by motor vehicles used on the Premises and in connection with this Sublease, for an amount not less than \$30,000,000 for any one occurrence or accident.

- (5) The Sublessee must effect and maintain compulsory third party motor vehicle insurance required by any Written Law for motor vehicles used on the Premises and in connection with this Sublease.

7.2 Policy requirements

The Sublessee must ensure that the insurance maintained under clause 7.1(1):

- (a) waives all rights of subrogation against the Sublessor; and
- (b) includes a cross liability clause for the benefit of the Sublessor.

7.3 Details and receipts

In respect of the insurances required by **clause 7.1**, the Sublessee must:

- (a) on demand supply to the Sublessor details of the insurances and give to the Sublessor copies of the certificates of currency in relation to the insurances;
- (b) promptly pay all premiums and produce to the Sublessor each policy or certificate of currency and each receipt for premiums or certificate of currency issued by the insurers; and
- (c) notify the Sublessor immediately:
 - (i) when an event occurs which gives rise or might give rise to a claim under or which could prejudice the policy of insurances; or
 - (ii) when the policies of insurance are cancelled or materially varied.

7.4 Not to invalidate

The Sublessee must not do or omit to do any act or thing or bring or keep anything on the Premises which might:

- (a) render any insurances effected under **clause 7.1** on the Premises, or any adjoining premises, void or voidable; or
- (b) cause the rate of a premium to be increased for the Premises or any adjoining premises (except insofar as an approved development may lead to an increased premium).

7.5 Report

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

- (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 who is lawfully using or may lawfully use the Premises.

7.6 Consent to settle claims

In respect of the insurances required pursuant to **clause 7.1**, the Sublessee must not without the consent of the Sublessor enforce, conduct, settle or compromise any insurance claims.

7.7 Failure to Comply with Insurance Requirements

If the Sublessee fails to comply with any of its obligations under this clause, the Sublessor may, by serving written notice upon the Sublessee, require that such default be remedied within 28 days and in the event that the Sublessee fails to comply with such notice, then the Sublessor may, in its absolute discretion, immediately terminate this Sublease.

8. Indemnity

8.1 Sublessee responsibilities

The Sublessee is responsible and liable for all acts or omissions of the Sublessee's Agents on the Premises and for any breach by them of any covenants or terms in this Sublease required to be performed or complied with by the Sublessee.

8.2 Indemnity

- (1) The Sublessee indemnifies, and shall keep indemnified, the Sublessor and the Head Lessor from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Sublessor and/or Head Lessor, or brought, maintained or made against the Sublessor and/or the Head Lessor, in respect of:

- (a) any loss whatsoever (including loss of use);
- (b) injury or damage of, or to, any kind of property or thing; and
- (c) the death of, or injury suffered by, any person,

caused by, contributed to, or arising out of, or in connection with:

- (d) the use or occupation of the Premises, the Land or the Port by the Sublessee or the Sublessee's Agents;
- (e) any work carried out by or on behalf of the Sublessee on the Premises, the Land or the Port;
- (f) the Sublessee's activities, operations or business on, or other use of any kind of, the Premises, the Land or the Port;
- (g) any default by the Sublessee in the due and punctual performance, observance and compliance with any of the Sublessee's covenants or obligations under this Sublease; or
- (h) a negligent or wrongful act or omission of the Sublessee.

8.3 Obligations Continuing

The obligations of the Sublessee under this clause:

- (a) are unaffected by the obligation of the Sublessee to take out insurance, and the obligations of the Sublessee to indemnify are paramount, however if insurance money is received by the Sublessor for any of the obligations set out in this clause then the Sublessee's obligations this clause will be reduced by the extent of such payment; and
- (b) continue after the expiration or earlier determination of this Sublease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Sublease.

8.4 No indemnity for Sublessor's negligence

The parties agree that nothing in this clause shall require the Sublessee to indemnify the Sublessor, its officers, servants, or agents against any loss, damage, expense, action or claim caused by, or contributed to (to the extent of that contribution) by, the negligence or any act or omission of the Sublessor, or its servants, agents, contractors or invitees.

8.5 Release

(1) The Sublessee:

- (a) agrees to occupy and use the Premises at the risk of the Sublessee; and
- (b) releases to the full extent permitted by law, the Sublessor and the Head Lessor from:
 - (i) any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the Premises or arising from the Sublessee's use or occupation of the Premises, the Land or the Port; and
 - (ii) loss of or damage to the Premises or personal property of the Sublessee;except to the extent that such loss or damage is caused by, or contributed to (to the extent of that contribution) by, the negligence or any act or omission of the Sublessor, or its servants, agents, contractors or invitees.

(2) The release by the Sublessee continues after the expiration or earlier determination of this Sublease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Sublease.

9. Limit of Sublessor's liability

- (1) The Sublessor will not be liable for loss, damage or injury to any person or property in or about the Premises however occurring, except to the extent that such loss or damage arises out of the negligence or any act or omission of the Sublessor or its servants, agents, contractors or invitees.
- (2) The Sublessor will not be liable for any failure to perform and observe any of the Sublessor's Covenants due to any cause beyond the Sublessor's control.

10. Maintenance, repair and cleaning

10.1 Generally

- (1) Subject to paragraph (3) below, the Sublessee AGREES during the Term and for so long as the Sublessee remains in possession or occupation of the Premises to maintain, replace, repair, clean and keep the Premises (which for the avoidance of doubt includes any of the Lessor's fixtures and fittings) clean and in Good Repair having regard to the age of the Premises at the Commencement Date PROVIDED THAT this subclause shall not impose on the Sublessee any obligation:
 - (a) to carry out repairs or replacement that are necessary as a result of fair and reasonable wear and tear, EXCEPT when such repair or replacement is necessary because of any negligence, default or wrongful act or omission of or on the part of the Sublessee or the Sublessee's Agents, or the Sublessor's insurances are invalidated by any act, neglect or default by the Sublessee or the Sublessee's Agents; and

- (b) in respect of any structural or capital maintenance, replacement or repair EXCEPT when such maintenance, repair or replacement is necessary because of any act or omission of or on the part of the Sublessee or the Sublessee's Agents, or by the Sublessee's particular use or occupancy of the Premises.
- (2) In discharging the obligations imposed on the Sublessee under this subclause, the Sublessee shall where maintaining, replacing or repairing in or on the Premises:
 - (a) any electrical fittings and fixtures;
 - (b) any plumbing;
 - (c) any air-conditioning fittings and fixtures; and
 - (d) any gas fittings and fixtures,use only licensed trades persons, or such trades persons as may be approved by the Sublessor and notified to the Sublessee, which approval shall not be unreasonably withheld.
- (3) For the avoidance of doubt, the Sublessee is responsible for minor internal repairs to the Premises. For example, repair and replacement of door handles, door locks, light fittings, globe replacement, internal glass breakages and internal painting.
- (4) Notwithstanding any other provision of this Sublease, the Sublessee will be responsible for any repair or replacement to the Premises, the Land or the Port which is necessary because of any negligence, default or act or omission of or on the part of the Sublessee or the Sublessee's Agents, or the Sublessor's insurances are invalidated by any act, neglect or default by the Sublessee or the Sublessee's Agents.

10.2 Cleaning

The Sublessee must at all times keep the Premises clean, tidy, unobstructed and free from rubbish.

10.3 Acknowledgement of state of repair of Premises

- (1) The Sublessee accepts the Premises in its present condition relying upon its own enquiries and investigations.
- (2) The Sublessor does not expressly or impliedly warrant that the Premises are now or will remain suitable or adequate for all or any of the purposes of the Sublessee or for the business which the Sublessee is authorised to conduct thereon and to the extent permitted by law, all warranties (if any) as to suitability and adequacy of the Premises implied by law are hereby expressly negated.

11. Environmental Contamination

- (1) The Sublessee shall undertake any Remediation of the Premises that is required to be undertaken (whether by a condition of development approval or otherwise) by reason of its proposed use of the Premises for the Permitted Purpose.
- (2) Subject always to paragraph (1) above, the Sublessee acknowledges and agrees:
 - (a) from the Commencement Date it is responsible for all and any Environmental Contamination caused as a result of the Sublessee's use and occupation of the Premises;
 - (b) if at any time during the Term the Sublessee knows or suspects of any Environmental Contamination on, in or under the surrounding land or the Premises, then the Sublessee

must immediately inform the DER, the EPA and the Sublessor of the Environmental Contamination;

- (c) it must take all reasonable steps to prevent Environmental Contamination:
 - (i) occurring on, in or under the Premises; and
 - (ii) entering neighbouring premises from the Premises; and
- (d) if any Environmental Contamination occurs which is attributable to the Sublessee's use of the Premises, it must immediately and to the Sublessor's satisfaction remediate such Environmental Contamination. If the Sublessee fails to remediate the Environmental Contamination in accordance with this clause, then the Sublessor is permitted to, at the Sublessee's cost remediate the Premises or adjoining land. Any reasonable expense that the Sublessor incurs in remediating the Environmental Contamination will be owed by the Sublessee to the Sublessor as a debt payable on demand.

12. Use

12.1 Restrictions on use

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

- (a) use the Premises or any part of it for any purpose other than the Permitted Purpose; or
- (b) use the Premises for any purpose which is not permitted under any local 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 anything which causes a nuisance, damage or disturbance to the Sublessor or to owners or occupiers of adjoining properties;
- (e) store any dangerous compound or substance on or in the Premises, otherwise than in accordance with the following provisions:
 - (i) any such storage must comply with all relevant statutory provisions;
 - (ii) all applications for the approval or renewal of any licence necessary for such storage must be first referred to the Sublessor;
 - (iii) the Sublessor may within its absolute discretion refuse to allow the storage of any particular dangerous compound or substance on the Premises; and
 - (iv) upon the request of the Sublessor, the Sublessee will provide a manifest of all dangerous compounds or substances stored on the Premises; or
- (f) do any act or thing which might result in excessive stress or harm to any part of the Premises.

12.2 Sublessee's acknowledgement as to working wharf

- (1) The Sublessee acknowledges that the Premises is located adjacent to a working port that may at times include the storage or transportation of explosive and other hazardous substances and security access restrictions.

- (2) The Sublessee further acknowledges and agrees to comply with and follow any rules, regulations, plans or policies in respect of the Port, including but not limited to strict compliance with any Safety Management Plans, Transport Management Plans and security legislation, plans or policies as provided or notified by the Sublessor to the Sublessee from time to time.

12.3 No Warranty

The Sublessor gives no warranty:

- (a) as to the use to which the Premises may be put; or
- (b) that the Sublessor will issue any consents, approvals, authorities, permits or licences required by the Sublessee under any statute for its use of the Premises.

12.4 Premises Subject to Restriction

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

12.5 Indemnity for Costs

The Sublessee indemnifies the Sublessor against any claims or demands for all costs, on a solicitor client basis, incurred by the Sublessor by reason of any claim in relation to any matters set out in this clause.

13. Alterations

13.1 Restriction

- (1) The Sublessee must not without prior written consent, which is not to be unreasonably withheld, conditioned or delayed:
- (a)
 - (i) from the Sublessor;
 - (ii) from any other person from whom consent is required under this Sublease;
 - (iii) required under statute in force from time to time, including but not limited to the planning approval of the Sublessee under a town planning scheme of the Sublessee;
 - (b) install any new signage;
 - (c) make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises; or
 - (d) remove alter or add to any fixtures, fittings or facilities in or on the Premises.

13.2 Consent

- (1) If the Sublessor and any other person whose consent is required under this Sublease or at law consents to any matter referred to in **clause 13.1** the Sublessor may:
- (a) consent subject to conditions; and
 - (i) require that work be carried out in accordance with plans and specifications approved by the Sublessor or any other person giving consent;

- (ii) require that work be carried out in accordance with the Building Code of Australia; and
- (iii) require that any alteration be carried out to the satisfaction of the Sublessor under the supervision of an engineer or other consultant; and
- (b) if the Sublessor consents to any matter referred to in **clause 13.1**:
 - (i) the Sublessor gives no warranty that the Sublessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
 - (ii) the Sublessee must apply for and obtain all such consent approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions.

13.3 Cost of Works

Subject to **clause 13.4**, all works undertaken under this clause by the Sublessee will be carried out at the Sublessee's expense.

13.4 Conditions

If any of the consents given by the Sublessor or other persons whose consent is required under this Sublease or at law require other works to be done by the Sublessee as a condition of giving consent, then the Sublessee must at the option of the Sublessor either:

- (a) carry out those other works at the Sublessee's expense; or
 - (b) permit the Sublessor to carry out those other works at the Sublessee's expense,
- in accordance with the Sublessor's requirements.

14. Sublessor's right of entry

14.1 Entry on Reasonable Notice

- (1) The Sublessor or any person authorised by the Sublessor may enter the Premises without notice in the case of an emergency, and otherwise upon reasonable notice (which must be no less than 2 Business Days):
 - (a)
 - (i) at all reasonable times;
 - (ii) with or without workmen and others;
 - (iii) with or without plant, equipment, machinery and materials; and
 - (b) for each of the following purposes:
 - (i) to comply with any of its obligations under the Head Lease or the Management Agreement, and in that regard the Sublessee agrees to provide all such assistance to the Sublessor and take any necessary action to enable the Sublessor to comply with any of its obligations under the Head Lease or the Management Agreement;
 - (ii) to inspect the state of repair of the Premises and to ensure compliance with the terms of this Sublease;

- (iii) to carry out any survey or works which the Sublessor (acting reasonably) considers necessary; however the Sublessor will not be liable to the Sublessee 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 Sublessee;
- (iv) to comply with the Sublessor's covenants or to comply with any notice or order of any authority in respect of the Premises for which the Sublessor is liable; and
- (v) to do all matters or things to rectify any breach by the Sublessee of any term of this Sublease (provided the Sublessor has first given the Sublessee a notice requiring the Sublessee to remedy the breach and the Sublessee has failed to remedy the breach within the reasonable time set out in the notice) but the Sublessor is under no obligation to rectify any breach and any rectification under this clause is without prejudice to the Sublessor's other rights, remedies or powers under this Sublease.

- (2) The Sublessor must when exercising rights under this clause, cause as little inconvenience as is reasonably possible to the Sublessee.

14.2 Costs of Rectifying Breach

All costs and expenses incurred by the Sublessor as a result of any breach referred to in **clause 14.1(1)(b)(v)** together with any interest payable on such sums will be a debt due to the Sublessor and payable to the Sublessor by the Sublessee on demand.

14.3 Notice to Relet

During the last three (3) months prior to the expiry of the Sublease the Sublessee must:

- (a) permit the Sublessor to affix upon any part of the Premises a notice for reletting the same;
- (b) not remove, conceal or deface such notice to relet; and
- (c) permit intending tenants at all reasonable times to view the Premises.

15. Statutory obligations and notices

15.1 Comply with Statutes

The Sublessee must:

- (a) comply promptly with all Written Law from time to time in force relating to the Premises;
- (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the use of the Premises specified at **clause 12**; and
- (c) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Premises or to the business the Sublessee carries on at the Premises.

15.2 Indemnity if Sublessee Fails to Comply

The Sublessee indemnifies the Sublessor against:

- (a) failing to perform, discharge or execute any of the items referred to in **clause 15.1**; and

- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clause 15.1**.

except to the extent that any claim, demand, costs or other payments is caused by, or contributed to (to the extent of contribution) by, the negligence or any act or omission of the Sublessor, or its servants, agents, contractors or invitees.

16. Report to Sublessor

The Sublessee must immediately report to the Sublessor:

- (a) any act of vandalism or any incident which occurs on or near the Premises which involves or is likely to involve a breach of the peace or become the subject of a report or complaint to the police and of which the Sublessee is aware or should be aware;
- (b) any occurrence or circumstances in or near the Premises of which it becomes aware, which might reasonably be expected to cause, in or on the Premises, pollution of the environment; and
- (c) all notices, orders and summonses received by the Sublessee and which affect the Premises and immediately deliver them to the Sublessor.

17. Default

17.1 Events of Default

- (1) Subject to **clause 17.1(2)**, a default occurs if:
 - (a) any Amounts Payable remain unpaid after becoming due and remains unpaid for one month after written notice has been given to the Sublessee to pay such Amounts Payable;
 - (b) the Sublessee is in breach of any of the Sublessee's Covenants other than the covenant to pay the Amounts Payable for 28 days after written notice has been given to the Sublessee to rectify the breach;
 - (c) an order is made or a resolution effectively passed for the winding up of the Sublessee unless the winding up is for the purpose of amalgamation or reconstruction;
 - (d) a controller, as defined by the *Corporations Act 2001* is appointed in respect of the Sublessee's interest in the Premises under this Sublease;
 - (e) a mortgagee takes possession of the Sublessee's interest in the Premises under this Sublease;
 - (f) the Premises are vacated and remain so for a continuous period of 28 days;
 - (g) the registration of the Sublessee is cancelled or dissolved under the *Corporations Act 2001* or the *Associations Incorporation Act 2015*, as the case may be; or
 - (h) a person other than the Sublessee or a permitted sublessee or assignee is in occupation or possession of the Premises or in receipt of a rent and profits.
- (2) For the purposes of **clause 17.1(1)** the Sublessor agrees that the Sublessee will not be in default under the Sublease if, at any time, an administrator, as defined by the *Corporations Act 2001*, is appointed in respect of the Sublessee except where the administration comes to an end by reason of the Sublessee's creditors resolving that the Sublessee should be wound up.

17.2 Forfeiture

On the occurrence of any of the events of default specified in **clause 17.1** the Sublessor may:

- (a) upon written notice to the Sublessee, at any time enter the Premises and on re-entry the Term will immediately determine;
- (b) by notice to the Sublessee determine this Sublease and from the date of giving such notice this Sublease will be absolutely determined; and
- (c) by notice to the Sublessee elect to convert the unexpired portion of the Term into a tenancy from month to month when this Sublease will be determined as from the giving of the notice and until the tenancy is determined the Sublessee will hold the Premises from the Sublessor as a tenant from month to month under **clause 20**,

but without affecting the right of action or other remedy which the Sublessor has in respect of any other breach by the Sublessee of the Sublessee's Covenants or releasing the Sublessee from liability in respect of the Sublessee's Covenants.

17.3 Sublessor may Remedy Sublessee's default

If the Sublessee:

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

then, after the Sublessor has given to the Sublessee notice of the breach and the Sublessee has failed to rectify the breach within a reasonable time, the Sublessor 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 Sublessee and the Sublessee must pay to the Sublessor on demand the Sublessor's reasonable costs and expenses of remedying each breach or default.

17.4 Acceptance of Amount Payable By Sublessor

Demand for or acceptance of the Amounts Payable by the Sublessor after an event of default has occurred will not affect the exercise by the Sublessor of the rights and powers of the Sublessor by the terms of the Sublease or at law and will not operate as an election by the Sublessor to exercise or not to exercise any right or power.

17.5 Essential Terms

Each of the Sublessee's Covenants in **5** (Rent and Other Payments); **7** (Insurance); **8** (Indemnity); **10** (Maintenance, Repair and Cleaning), **12** (Use) and **23** (Assignment, Subletting and Charging) is an essential term of this Sublease but this clause does not mean or imply that there are no other essential terms in this Sublease.

17.6 Breach of Essential Terms

If the Sublessee breaches an essential term of this Sublease then, in addition to any other remedy or entitlement of the Sublessor:

- (a) the Sublessee must compensate the Sublessor for the loss or damage suffered by reason of the breach of that essential term;
- (b) the Sublessor will be entitled to recover damages against the Sublessee in respect of the breach of an essential term; and

- (c) the Sublessee AGREES with the Sublessor that if the Term is determined:
 - (i) for breach of an essential term or the acceptance by the Sublessor of a repudiation of this Sublease by the Sublessee; or
 - (ii) following the failure by the Sublessee to comply with any notice given to the Sublessee to remedy any default,

the Sublessee must pay to the Sublessor on demand the total of the Amounts Payable under this Sublease which would have been payable by the Sublessee for the unexpired balance of the Term as if the Term had expired by lapse of time together with the losses incurred or reasonably expected to be incurred by the Sublessor as a result of the early determination including but not limited to the costs of re-letting or attempting to re-let the Premises;
- (d) the Sublessee agrees that the obligation set out in this **clause 17.6(c)** will survive termination or any deemed surrender at law of the estate granted by this Sublease;
- (e) the Sublessee may deduct from the amounts referred to at **clause 17.6(c)** the Rent and other money which the Sublessor reasonably expects to obtain by re-letting the Premises between the date of Termination and the date on which the Term would have expired by lapse of time; and
- (f) the Sublessor must take reasonable steps to mitigate its losses and endeavour to re-let the Premises at a reasonable rent and on reasonable terms but the Sublessor is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Sublease.

18. Repudiation by Sublessee

18.1 Compensation

In the event that the Sublessee's conduct (whether by acts or omissions) constitutes a repudiation of the Sublease (or of the Sublessee's obligations under the Sublease) or constitutes a breach of any Sublease covenants which is not rectified within the time specified in a notice from the Sublessor specifying the breach, it is agreed that:

- (a) the Sublessee shall compensate the Sublessor for the loss or damage suffered by reason of the repudiation or breach;
- (b) the Sublessor shall be entitled to recover damages against the Sublessee in respect of the repudiation or breach of covenant for the damage suffered by the Sublessor during the entire Term of this Sublease; and
- (c) the Sublessor must take reasonable steps to mitigate its losses and endeavour to re-let the Premises at a reasonable rent and on reasonable terms but the Sublessor is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Sublease.

18.2 Entitlement to Recover Damages

The Sublessor's entitlement to recover damages shall not be affected or limited in the event that:

- (a) the Sublessee abandons or vacates the Premises;
- (b) the Sublessor elects to re-enter or to terminate the Sublease;

- (c) the Sublessor accepts the Sublessee's repudiation; or
- (d) the Parties' conduct constitutes a surrender by operation of law.

18.3 Legal Proceedings

The Sublessor shall be entitled to institute legal proceedings claiming damages against the Sublessee in respect of the entire Term, including the periods before and after the Sublessee has vacated the Premises, and before and after the abandonment, termination, repudiation, acceptance of repudiation or surrender by operation of law referred to in **clause 18.2**, whether the proceedings are instituted either before or after such conduct.

19. Option to renew

If the Sublessee at least 3 months, but not earlier than 6 months, prior to the date for commencement of the Further Term gives the Sublessor a notice to grant the Further Term and:

- (a) all consents and approvals required by this Sublease or at law have been obtained; and
- (b) there is no subsisting default by the Sublessee at the date of service of the notice in:
 - (i) the payment of Amounts Payable; or
 - (ii) the performance or observance of the Sublessee's obligations,

The Sublessor shall grant to the Sublessee a sublease for the Further Term at the Rent and on the terms and conditions of this Sublease other than in respect of any Further Term previously taken.

20. Holding over

If the Sublessee remains in possession of the Premises after the expiry of the Term with the consent of the Sublessor, the Sublessee will be a monthly tenant of the Sublessor at a rent equivalent to one twelfth of the Rent for the period immediately preceding expiry of the Term and otherwise on the same terms and conditions of this Sublease provided that all consents required under this Sublease or at law have been obtained to the Sublessee being in possession of the Premises as a monthly tenant.

21. Damage or Destruction of Premises

21.1 Abatement of Sublessee's financial obligations

If during the continuance of this Sublease the Premises is wholly or partly damaged or destroyed or is rendered wholly or substantially inaccessible through an event described in **clause 21.2**, rendering the Premises or any part of it wholly or substantially unfit for the Sublessee's use and occupation or inaccessible, then the Sublessee's financial obligations abate in accordance with this clause.

21.2 Abating events

This clause applies in case of fire, lightning, storm, flood, earthquake, explosion, malicious damage, war damage, and any other event beyond the Sublessee's control.

21.3 Sublessee's financial obligations

Abatement extends to all the Sublessee's financial obligations to the Sublessor under this Sublease, including Rent, and all the rates and taxes and utility charges (**Financial Obligations**).

21.4 Period of Abatement

The period of abatement of the Sublessee's Financial Obligations will be from the date of the destruction, damage of the Premises or inaccessibility of the Premises until the date when the Premises are restored in a reasonable period of time, accessible and rendered suitable for the Sublessee's use and occupation. For the sake of clarity the abatement shall not apply to any amount that becomes due and payable by the Sublessee prior to the date the Premises is wholly or partly damaged or destroyed or is rendered wholly or substantially inaccessible, save that if the Rent has been paid in advance the abatement shall apply to any Rent paid in advance which relates to any period from the date of the destruction, damage or inaccessibility of the Premises.

21.5 Effect of abatement

During and for the period of abatement of the Sublessee's Financial Obligations the Sublessee's liability to pay the whole or proportion of the Financial Obligations under this Sublease, as agreed or determined under **clause 21.8**, calculated on a daily basis will cease and abate.

21.6 Exception to abatement

The Sublessee is not entitled to an abatement of the Sublessee's Financial Obligations under this clause if:

- (a) the event resulting in the damage, destruction to the Premises or inaccessibility of the Premises is caused or contributed to by the negligent act or omission of the Sublessee or the Sublessee's employees; or
- (b) the Sublessor fails to recover the benefit of any insurance for loss or damage to the Premises or the Land because of any negligent act or omission of the Sublessee or the Sublessee's Agents,

to the extent caused or contributed to by the Sublessee or the Sublessee's Agents.

21.7 Sublessee's use of premises

If the extent of damage to the Premises enables the Sublessee to use and enjoy the whole or part of the Premises for the Sublessee's business, THEN the Sublessee may continue to use the Premises and conduct its business whilst the Premises are being repaired unless:

- (a) the Sublessor reasonably requires such use to cease during the whole or part of the repairs; or
- (b) any public authority prohibits occupation of the Premises in its damaged condition,

and such use by the Sublessee will be taken into account when determining the partial abatement of the Sublessee's Financial Obligations.

21.8 Determination of abatement

- (1) The parties will endeavour to agree on the commencement and period of abatement of the Sublessee's Financial Obligations, and if the Sublessee is able to have partial use and enjoyment of the Premises, then the proportion of the abatement of the Sublessee's Financial Obligations having regard to the nature and extent of the damage to and use of the Premises.
- (2) If the parties have any dispute regarding the Sublessee's entitlement to an abatement of the Sublessee's Financial Obligations, its period or amount, the dispute will be determined by a loss assessor:

- (a) who is then a member of the Insurance Council of Australia Ltd (**Council**) and is experienced in assessing premises of the nature of the Premises and is nominated by the President for the time being or senior officer of that Council on the application of either party;
 - (b) acting as an expert;
 - (c) who is entitled to accept written submissions and expert reports from either party; and
 - (d) whose costs shall be borne equally by the parties;
 - (e) whose decision is final and binding on the parties.
- (3) If the loss assessor nominated under paragraph (2) above fails to proceed or to determine the dispute, either party may seek the nomination of another loss assessor in accordance with paragraph (2).

22. Obligations Upon Termination

22.1 Restore premises

Prior to Termination, the Sublessee at the Sublessee's expense must restore the Premises to a condition consistent with the observance and performance by the Sublessee of the Sublessee's Covenants under this Sublease.

22.2 Peacefully surrender

On Termination the Sublessee must:

- (a) peacefully surrender and yield up to the Sublessor the Premises in a condition consistent with the observance and performance of the Sublessee's Covenants under this Sublease; and
- (b) surrender to the Sublessor all keys and security access devices and combination for locks providing an access to or within the Premises held by the Sublessee whether or not provided by the Sublessor.

22.3 Remove property prior to termination

Prior to Termination, unless otherwise mutually agreed between the parties, the Sublessee must remove from the Premises all property of the Sublessee which is not a fixture other than air-conditioning plant and fire equipment, security alarms and security systems and other fixtures and fittings which in the opinion of the Sublessor form an integral part of the Premises and promptly make good, to the satisfaction of the Sublessor, any damage caused by the removal.

22.4 Sublessor can remove property on re-entry

- (1) On re-entry the Sublessor will have the right to remove from the Premises any property of the Sublessee and the Sublessee indemnifies the Sublessor against all damage caused by the removal of and the cost of storing that property.
- (2) The Sublessor may, at any time after the expiration or sooner determination of the Term, give the Sublessee a notice (**Abandonment Notice**) requiring the Sublessee to remove all fittings, plant, equipment or other articles not previously removed by the Sublessee in accordance with the requirement of this clause (**Remaining Items**). On the Sublessee's receipt of an Abandonment Notice, the Sublessee shall have 5 Business Days within which to remove all Remaining Items and failing removal within that 5 Business Day period, all Remaining Items still on the Premises

or in the Sublessor's custody shall be deemed absolutely abandoned by the Sublessee and shall automatically become the absolute property of the Sublessor and may be sold by the Sublessor or disposed of at any time and without further notice or obligation to the Sublessee. The Sublessor shall be entitled to keep the proceeds of any sales and those proceeds shall not be taken into account to reduce any arrears, damages or other moneys for which the Sublessee may be liable.

22.5 Clause to survive termination

The Sublessee's obligations under this clause shall survive Termination.

23. Assignment, sub-letting and charging

23.1 No Assignment or subletting without Consent

The Sublessee must not assign the leasehold estate in the Premises nor part with possession, sub-let or dispose of the Premises or any part of the Premises without the prior written consent of the Sublessor, the Head Sublessor and any other person whose consent is required under this Sublease or at law.

23.2 Change in Ownership of Shares

If the Sublessee is a corporation the shares in which are not quoted on any stock exchange in Australia, any change in 50% or more in aggregate in the beneficial ownership, issue or cancellation of shares in that corporation or any holding company of that corporation within the meaning of the *Corporations Act 2001* (Cth) will be deemed to be an assignment of the leasehold estate created by the Sublease and the Sublessee must give the Sublessor written notification of the change in ownership of shares within 14 days of the change.

23.3 Sublessor's Consent to Assignment

Provided all parties whose consent is required under this Sublease or at law to an assignment give their consent, then the Sublessor may not unreasonably withhold its consent to the assignment of the leasehold estate created by this Sublease if:

- (a) the proposed assignee being a respectable and financially sound person, experienced and having a good reputation in conducting a business permitted under the provisions of the Sublease, which the Sublessee must demonstrate to the Sublessor's reasonable satisfaction, and the onus of proof shall be on the Sublessee to the reasonable satisfaction of the Sublessor;
- (b) all Amounts Payable due and payable have been paid and there is no existing unremedied breach, whether notified to the Sublessee or not, of any of the Sublessee's Covenants;
- (c) the Sublessee procures the execution by the proposed assignee of a deed of assignment to which the Sublessor is a party and which deed is prepared and completed by the Sublessor's solicitors;
- (d) the proposed assignee provides to the Sublessor any personal guarantees, or any other security the Sublessor reasonably requires;
- (e) the deed of assignment contains a covenant by the assignee with the Sublessor to pay all Amounts Payable and to perform and observe all the Sublessee's Covenants; and
- (f) the Sublessor's consent to assignment of the Sublease, where provided, may be given subject to such reasonable conditions as the Sublessor sees fit.

23.4 Subletting requirements

Provided all parties whose consent is required under this Sublease or at law to a sublease give their consent, then the Sublessor may not unreasonably withhold its consent to sublease of the Premises if:

- (a) the proposed use of the Premises is consistent with the Permitted Purpose;
- (b) the terms of the sublease are consistent with the terms of this Sublease; and
- (c) rent for the sublease of the Premises or part thereof is less than the pro rata \$/m² payable by the Sublessee to the Sublessor under this Sublease.

23.5 Property Law Act 1969

Sections 80 and 82 of the *Property Law Act 1969* are excluded.

23.6 Costs for Assignment or Sublease

If the Sublessee wishes to assign or sublet the leasehold estate created by this Sublease, the Sublessee must pay all reasonable professional and other costs, charges and expenses, incurred by the Sublessor or other person whose consent is required under this Sublease, of and incidental to:

- (a) the enquiries made by or on behalf of the Sublessor as to the respectability, responsibility and financial standing of each proposed assignee;
- (b) any consents required under this Sublease or at law; and
- (c) all other matters relating to the proposed assignment or sublease,

whether or not the assignment or sublease proceeds.

23.7 No Mortgage or Charge

The Sublessee must not, without first obtaining the Sublessor and the Head Sublessor's consent, mortgage or charge the Premises.

24. Disputes

24.1 Referral of Dispute: Phase 1

Except as otherwise provided any dispute arising out of this Sublease is to be referred in the first instance in writing to the Sublessor's Representative as nominated in writing by the Sublessor from time to time (**Sublessor's Representative**) who shall convene a meeting within 10 days of receipt of such notice from the Sublessee or such other period of time as is agreed to by the parties between the Sublessor's Representative and an officer of the Sublessee for the purpose of resolving the dispute (**Original Meeting**).

24.2 Referral of Dispute: Phase 2

In the event the dispute is not resolved in accordance with **clause 24.1** of this Sublease then the dispute shall be referred in writing to the CEO of the Sublessor who shall convene a meeting within 10 days of the Original Meeting or such other date as is agreed to by the parties between the CEO and a senior representative of the Sublessee for the purpose of resolving the dispute.

24.3 Appointment of Arbitrator: Phase 3

In the event the dispute is not resolved in accordance with **clause 24.2** of this Sublease then the dispute shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 2012* (as amended from time to time) and the Sublessor and the Sublessee may each be represented by a legal practitioner. The Sublessor and the Sublessee must share the costs of the arbitrator.

24.4 Payment of Amounts Payable to Date of Award

The Sublessee 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 Sublessee is not required to be paid within the terms of the award of the Arbitrator or by agreement between the Sublessor and the Sublessee then the Sublessor will refund to the Sublessee the monies paid

25. No fetter of Sublessor's discretion

The Sublessee acknowledges and agrees:

- (a) the Sublessor is a local government established by the *Local Government Act 1995* (WA);
- (b) in its capacity as a local government, the Sublessor will be obliged to comply with statutory obligations imposed by law; and
- (c) no provision of this Sublease may unlawfully restrict or otherwise fetter the discretion of the Sublessor in the lawful exercise of any of its functions and powers as a local government (as distinct from a commercial participant in the terms and conditions of this Sublease);

provided that this clause will not serve to relieve the Sublessor from responsibility for performance of its obligations arising pursuant to this Sublease, except to the extent necessary to avoid any unlawful restriction or fetter of the Sublessor's discretion.

26. Goods and Services Tax

26.1 Sublessee must Pay

If GST is payable on the Basic Consideration or any part thereof or if the Sublessor is liable to pay GST in connection with the sublease of the Premises or any goods, services or other Taxable Supply supplied under this Sublease then, as from the date of any such introduction or application:

- (a) the Sublessor may increase the Basic Consideration or the relevant part thereof by an amount which is equal to the GST Rate; and
- (b) the Sublessee shall pay the increased Basic Consideration on the due date for payment by the Sublessee of the Basic Consideration.

26.2 Increase in GST

If, at any time, the GST Rate is increased, the Sublessor may, in addition to the GST Rate, increase the Basic Consideration by the GST Adjustment Rate and such amount shall be payable in accordance with this clause.

26.3 GST invoice

Where the Basic Consideration is to be increased to account for GST pursuant to this clause the Sublessor shall in the month in which the Basic Consideration is to be paid, issue a Tax Invoice which enables the Sublessee to submit a claim for a credit or refund of GST.

27. Caveat

27.1 No absolute caveat

The Sublessee nor any person on behalf of the Sublessee will, without the prior written consent of the Sublessor, lodge any absolute caveat at Landgate against the Certificate of Title for the Land, to protect the interests of the Sublessee under this Sublease.

27.2 CEO & Sublessor as attorney

In consideration of the Sublessor having granted this Sublease to the Sublessee, the Sublessee irrevocably appoints the Sublessor and the CEO of the Sublessor jointly and severally:

- (a) for the Term of this Sublease;
- (b) for any holding over under this Sublease; and
- (c) for a period of 6 months after Termination,

to be the agent and attorney of the Sublessee 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 Sublessee;
- (e) a withdrawal of any caveat lodged by or on behalf of the Sublessee and not withdrawn on Termination; and
- (f) a surrender of the estate granted by this Sublease,

and the costs of withdrawing any caveat or surrendering this Sublease (including the Sublessor's solicitor's reasonable costs and registration fees) will be borne by the Sublessee.

27.3 Ratification

The Sublessee undertakes to ratify all the acts performed by or caused to be performed by the Sublessor, its agent or attorney under **clause 27.2**.

27.4 Indemnity

The Sublessee indemnifies the Sublessor against:

- (a) any loss arising directly from any act done under this clause; and
- (b) all reasonable costs and expenses incurred in connection with the performance of any act by the attorney on behalf of the Sublessee under this clause.

28. Trustee Provisions

If the Sublessee enters into this Sublease as trustee of a trust:

- (a) the Sublessee does so in its capacity as trustee of the trust only;

- (b) the Sublessee warrants to the Sublessor that:
 - (i) it is the only trustee of the trust;
 - (ii) no action has been taken or proposed to remove it as trustee of the trust;
 - (iii) it has power under the trust deed of the trust to enter into this Sublease and it has entered into this Sublease for the benefit of the beneficiaries of the trust;
 - (iv) it has a right to be fully indemnified out of the assets of the trust in respect of obligations incurred by it under this Sublease;
 - (v) the assets of the trust are sufficient to satisfy that right of indemnity and all other obligations in respect of which the Sublessee has a right to be indemnified out of those assets;
 - (vi) it is not in default under the trust deed;
 - (vii) no action has been taken or is proposed to terminate the trust;
 - (viii) it has complied with its obligations in connection with the trust; and
 - (ix) the Sublessor's rights under this Sublease rank in priority to the interests of the beneficiaries of the trust.

29. Notice

29.1 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 Sublease or any other address nominated by a Party by Notice to the other.

29.2 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 **clause 29.1(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 **clause 29.1(b)**, on the fourth business day following the date of posting of the Notice.

29.3 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 2015*, 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.

30. General Provisions

30.1 Commercial Tenancy Act

If at any time and for so long as the *Commercial Tenancy (Retail Shops) Agreements Act 1985* applies to this Sublease and a provision of that Act conflicts with a provision of this Sublease, then each conflicting provision of this Sublease is deemed to be amended to the extent necessary to comply with that Act.

30.2 Western Australian Planning Commission Consent

If for any reason this Sublease requires by law the consent of the Western Australian Planning Commission then this Sublease is made expressly subject to and is conditional upon the granting of the consent of the Western Australian Planning Commission.

30.3 Sublessor's Consent

The Sublessee acknowledges and agrees with the Sublessor that:

- (a) if the Sublessor consents to any matter referred to in this Sublease, the Sublessor may consent subject to any conditions that it deems reasonably necessary; and
- (b) if the Sublessor consents to any matter referred to in this Sublease, the Sublessee must, to the reasonable satisfaction of the Sublessor, comply with any condition imposed by the Sublessor.

30.4 Acts by agents

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

30.5 Severance

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

30.6 Variation

This Sublease may be varied only by deed executed by the parties subject to such consents as are required by this Sublease or at law.

30.7 Moratorium

The provisions of a statute which would but for this clause extend or postpone the date of payment of money, reduce the rate of interest or abrogate, nullify, postpone or otherwise affect the terms of this Sublease do not, to the fullest extent permitted by law, apply to limit the terms of this Sublease.

30.8 Further assurance

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

30.9 Waiver

- (1) Failure to exercise or delay in exercising any right, power or privilege in this Sublease by a Party does not operate as a waiver of that right, power or privilege.
- (2) 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.

30.10 Statutory powers

The powers conferred on the Sublessor by or under any statutes for the time being in force are, except to the extent that they are inconsistent with the terms and provisions expressed in this Sublease, in addition to the powers conferred on the Sublessor in this Sublease.

30.11 Governing law

This Sublease 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.

31. Additional terms and conditions

Each of the terms and conditions (if any) specified in **Item 9** the Schedule are part of this Sublease and are binding on the Sublessor and the Sublessee as if incorporated into the body of this Sublease. If there is any inconsistency between the provisions of **Item 9** of the Schedule and the remaining provisions of this Sublease, the provisions of **Item 9** of the Schedule will prevail to the extent of that inconsistency.

Schedule

Item 1 Land & Premises

Land

Lot 325 on Deposited Plan 64512 being the whole of the land comprised in Crown Land Title LR3157 Folio 128, being part of the land in Reserve 26818.

Premises

That portion of the Land as shown identified as "Area 2" on the plan annexed to this Sublease as **Annexure 1** comprising an area of approximately 357m² including any improvements erected on that area.

Item 2 Term

4 years commencing on 1 July 2019 and expiring 30 June 2023.

Item 3 Further Term

Nil.

Item 4 Commencement Date

1 July 2019.

Item 5 Rent

\$21,420 per annum plus GST, payable to the Sublessor annually in advance, plus any other outgoings payable under this Sublease.

Item 6 Permitted Purpose

Commercial fish farming and uses reasonably ancillary thereto.

Item 7 Public liability insurance

Fifty million dollars (\$50,000,000.00).

Item 8 Rent Review Date

The Rent will be reviewed:

- (a) on every anniversary of the Commencement Date in accordance with a CPI Review or with an increase of 3%, whichever is greater; and
- (b) in the event the Sublease is assigned to a third party a Market Review is to be carried out, and the reviewed Rent shall take effect at the date of the assignment.

Item 9 Additional terms and conditions

9.1 Access Restricted due to security requirements

(1) Where the Sublessee is unable to access the Premises as a result of:

- (a) upgraded, amended or newly enacted National or State security legislation;
- (b) a security management plan for the Port; or
- (c) any other policy or statutory requirement that results in the Premises being closed to unauthorised officers

this Sublease will be immediately terminated, in which case, the provisions of **clause 22** shall apply.

(2) The Sublessee indemnifies the Sublessor against any claims for loss of operation of the Sublessee or otherwise where:

- (a) access to the Premises by the Sublessee is restricted or not available as a result of existing or new security legislation pertaining to, or procedures relating to safety management of, the Port of Derby; or
- (b) the termination of the Sublease pursuant to Item 9.1 above.

9.2 Head Lease Re-Negotiations

The Sublessee acknowledges and agrees that:

- (a) the Head Lessor and the Sublessor are as at the Commencement Date re-negotiating the terms and conditions of the Head Lease in order to reflect the requirements and intent of the *Port Authorities Act 1999* and the *Port Authorities Regulations 2001* (**Head Lease Re-Negotiations**);
- (b) on completion of the Head Lease Re-Negotiations, the Sublessor will give notice to the Sublessee of the variations to the terms and conditions of the Head Lease and the consequential variations to the terms and conditions of this Sublease (**Sublessor's Notice of Variation**);
- (c) if the Sublessee does not agree to the consequential variations to the terms and conditions of this Sublease, the Sublessee may within twenty one (21) days of receiving a Sublessor's Notice of Variation give the Sublessor three (3) months' notice in writing of the Sublessee's intention to vacate the Premises and terminate the Sublease (**Sublessee's Termination Notice**);
- (d) if the Sublessee gives the Sublessor a Sublessee's Termination Notice in accordance with subclause (c) of this clause, then:
 - (i) the termination of the Sublease will take effect on the date being three (3) months after the date the Sublessee gave a Sublessee's Termination Notice to the Sublessor; and

- (ii) the termination of the Sublease under this clause must be evidenced by a deed of surrender prepared by the Sublessor's lawyers at the Sublessee's cost and expense and executed by the parties; and
- (e) if the Sublessee does not give a Sublessee's Termination Notice to the Sublessor within twenty one (21) days of the date of the Sublessor's Notice of Variation, then:
 - (i) the Sublessee will be deemed to have agreed to and must comply with the consequential variations to the terms and conditions of this Sublease contained in the Sublessor's Notice of Variation; and
 - (ii) the Sublessee must within fourteen (14) days of request by the Sublessor enter into a deed of variation of this Sublease prepared by the Sublessor's lawyers which will, with effect from the date of the Sublessor's Notice of Variation, vary this Sublease to incorporate the consequential variations to the terms and conditions of this Sublease as detailed in the Sublessor's Notice of Variation.

9.3 Repairs carried out by Sublessee

If any repairs to the Premises are required to be carried out by the Sublessor under this Sublease and Notice has been given to the Sublessor specifying the repairs required, the Sublessor shall carry out such repairs within a reasonable period of time having regard to the nature and extent of the works required.

Head Lessor's consent

KIMBERLEY PORTS AUTHORITY (ABN 56 780 427 150) a body corporate constituted pursuant to the provisions of the Port Authorities Act 1999 (WA) (as amended) of Lot 549 Port Drive, Broome, Western Australia 6725 (**Head Lessor**) consents to the document to which this form of consent is attached (**Sublease**) on the following terms and conditions which apply notwithstanding any other provision of the Sublease:

1. The Head Lessor's consent:
 - (a) does not authorise any further sublease, assignment, renewal, variation, extension or mortgage by the Sublessor or the Sublessee (except in respect of the Further Term);
 - (b) is without prejudice to the exercise by the Head Lessor of any of its rights, remedies and powers contained or implied in the Head Lease; and
 - (c) is without prejudice to the obligations of the Sublessor to observe and perform the covenants, agreements and obligations contained or implied in the Head Lease or imposed by law to be observed and performed by the Sublessor (**Sublessor's Head Lease Covenants**).
2. The Head Lessor's consent is given in reliance on the following representations and warranties hereby made by the Sublessor:
 - (a) the Sublease is not inconsistent in its terms with any of the covenants, terms and conditions contained in the Head Lease; and
 - (b) the permitted use of the Premises is consistent with the approved uses under the Head Lease.
3. Except as expressly or by necessary implication varied by the terms and conditions of the Sublease and without affecting in any way the Sublessor's obligation to the Head Lessor to observe and perform all of the covenants, agreement and obligations contained or implied in the Head Lease to be observed and performed by the Sublessor in respect of the Premises.
4. The Sublessee must not impede the exercise of any rights, remedies or powers in favour of the Head Lessor contained or implied in the Head Lease or granted by law.
5. The Sublessee indemnifies the Head Lessor against all claims, demands, losses, damages, costs and expenses for which the Head Lessor becomes liable in respect of loss or damage to property or death or injury of any nature or kind and however or wherever sustained resulting from an act or omission of the Sublessee or caused or contributed to by the use or occupancy of the Premises.
6. The right of the Sublessee to hold over after the expiry of the Sublease will be subject to the Head Lease not having expired or having been determined and any holding over period by the Sublessee is limited to a total period of six (6) months after which time the Sublease will automatically be determined.
7. The Head Lessor will not be liable to the Sublessee for:
 - (a) the Sublessor's failure to observe or perform the Sublessor's Head Lease Covenants; or
 - (b) failure to enforce observance or performance of the Sublessor's Head Lease Covenants.
8. The Sublessee must obtain the Head Lessor's consent to any renewal of the Sublease, which consent will only be granted if there is no subsisting breach of the Sublease, the Sublessee executes

a deed of renewal in a form approved of by the Head Lessor's lawyers and the Sublessee pays the Head Lessor's lawyers and managing agent's costs and expenses in relation to reviewing, advising on and processing the renewal documentation.

9. The Sublessee acknowledges that the prior written consent, which consent is to be sought by making application to the Head Lessor's managing agent, of the Head Lessor must be obtained to any assignment and that assignment must be evidenced by a deed of assignment reviewed and approved of by the Head Lessor's lawyers at the Sublessee's cost in all respects and the Sublessee acknowledges that the Head Lessor may decline to consent to any such assignment if there is a subsisting breach of the Sublease at the date of the Sublessee's application for consent and the Sublessee must pay the Head Lessor's managing agent's fees in relation to any assignment.
10. If the term of the Head Lease expires or is terminated by either the Head Lessor or the Sublessor in a manner permitted by the Head Lease, the Extended Term of the Sublease will automatically be terminated with effect from the date of expiry or termination of the Head Lease and the Lessor will be entitled to enter into possession of the Premises and the Sublessee will have no claim whatsoever against the Head Lessor in respect of such termination and entry into possession.
11. The Sublessee hereby irrevocably appoints the Head Lessor and each of the Head Lessor's authorised officers, jointly and severally, as the agent and attorney of the Sublessee to surrender or withdraw any absolute caveat and any subject to claim caveat which has not been withdrawn within seven (7) days of the assignment, or expiry, of the Extended Term, and all costs incurred by the Lessor in doing so must be borne and paid by the Sublessee.
12. The Sublessee must pay the Head Lessor's costs of and incidental to the review of the Sublease and the preparation of this form of consent and the Head Lessor's managing agent's costs of and incidental to the processing of the Sublease.
13. Words and phrases used as defined terms, but not defined, in this form of consent have the meaning given to them in the Sublease.
14. The Sublessee and the Sublessor each acknowledge and agree to the above terms and conditions on which the Head Lessor has consented to the Sublease.

THIS CONSENT IS EXECUTED 22nd

day of

June


2022,
2021

THE common seal of the Kimberley Ports Authority (ABN 56 780 427 150) was affixed in accordance with section 134 of the Port Authorities Act 1999 (WA) in the presence of –




Signature of Chief Executive Officer

LUKE WESTLAKE
Name of Chief Executive Officer (print full name)


Signature of Director

KYLE BARTLE
Name of Director (print full name)

THE common seal of the Shire of Derby/West Kimberley is affixed in the presence of -



GEOFF HAEREN
Signature of President

Name of President (print)

AMANDA DEXTER
Signature of Chief Executive Officer

Name of Chief Executive Officer (print)

Executed by MPA Fish Farms Pty Ltd (ACN 108 494 079) in accordance with section 127(2) of the Corporations Act:

[Signature]
Signature of director/ secretary

Name of director/company-secretary

[Signature]
Signature of director

Name of director-company secretary

company secretary

ANDREAS VON SCHOLTEN

HELEN CHOW

Signing page

EXECUTED

2021



9022/8

THE COMMON SEAL of the Shire of Derby/West Kimberley is affixed in the presence of -

GEOFF HAEREN

Signature of President

[Signature]

Name of President (print)

AMANDA DEXTER

Signature of Chief Executive Officer

[Signature]

Name of Chief Executive Officer (print)

Executed by MPA Fish Farms Pty Ltd (ACN 108 494 079) in accordance with section 127(2) of the Corporations Act:

[Signature]
Signature of director/secretary

ANDREAS VON SCHOLTEN

Name of director/company secretary

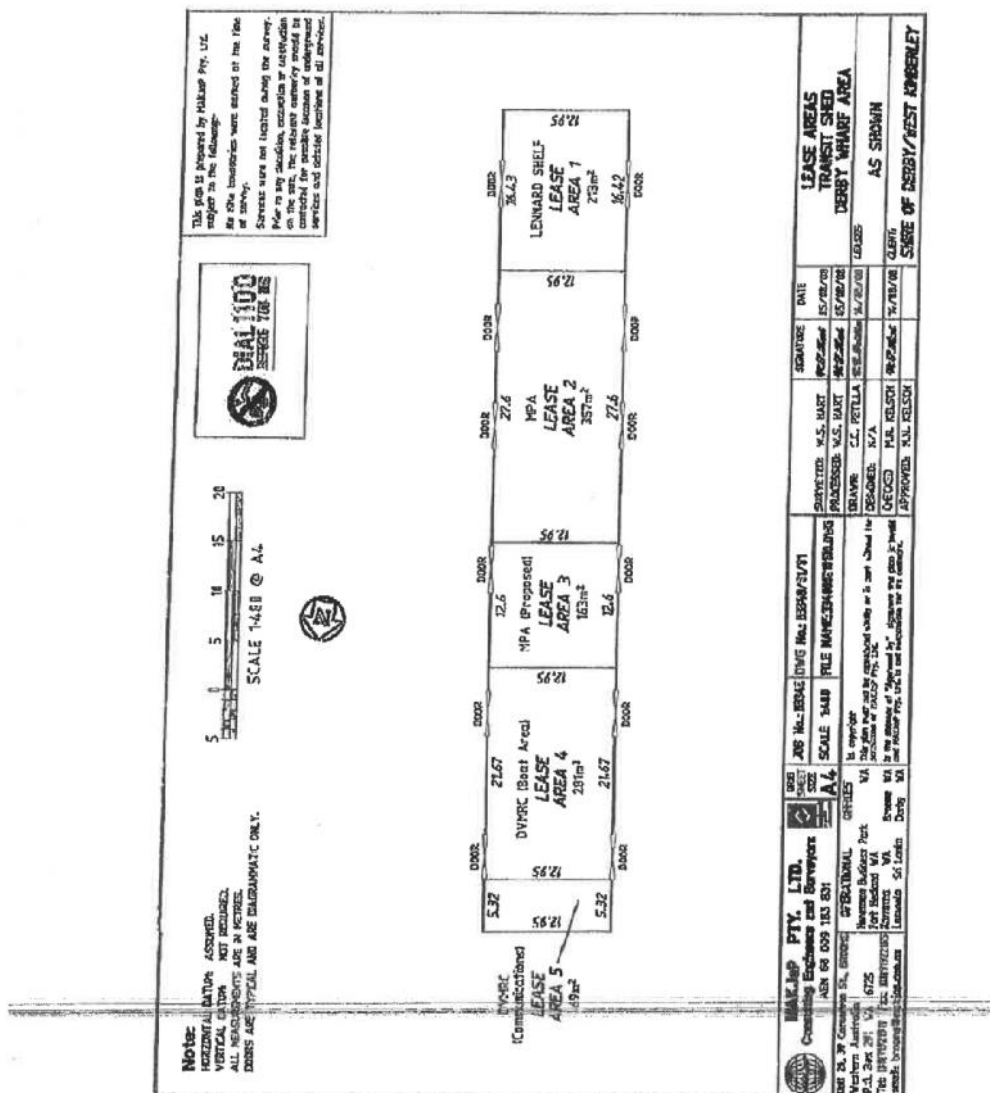
[Signature]
Signature of director

company secretary

HELEN CHOW

Name of director- company secretary

Annexure 1 – Sketch of Premises



Lease Areas 2 & 3, Derby Wharf Area
Derby, WA 6728
Our Reference: 15199053



APPENDIX 3

LEASE - AREA 3 (SIGNED & DATED)

SOLUTIONS WITH EXCELLENCE

Liability limited by a scheme approved under Professional Standards Legislation

Page 1

Derby Port – Sublease of Area 3

Shire of Derby/West Kimberley

MPA Fish Farms Pty Ltd



McLEODS
Barristers & Solicitors
Stirling Law Chambers | 220-222 Stirling Highway
CLAREMONT WA 6010
Tel: (08) 9383 3133 | Fax: (08) 9383 4935
Email: mcleods@mcleods.com.au
Ref: JL:DERBY 44705 (Area 3)

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Annexure 1 – Sketch of Premises

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Details

Parties

Shire of Derby/West Kimberley

of PO Box 94, Derby, Western Australia

(Sublessor)

MPA Fish Farms Pty Ltd (ACN 108 494 079)

of Suite 12, 890 Canning Highway, Applecross, Western Australia

(Sublessee)

Background

- A The Head Lessor leased the Land to the Sublessor.
- B Under the terms of the Head Lease, the Sublessor has the power to sublease to third parties portions of the Land.
- C The Sublessee has requested that the Sublessor grant it a sublease over a portion of the Land, being more particularly the Premises, and the Sublessor has agreed subject to the parties entering into this Sublease.

Agreed terms

1. Definitions

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

Amounts Payable means the Rent and any other money payable by the Sublessee under this Sublease;

Basic Consideration means all consideration (whether in money or otherwise) to be paid or provided by the Sublessee for any supply or use of the Premises and any goods, services or other things provided by the Sublessor under this Sublease (other than tax payable pursuant to this clause);

Business Day means a day other than a Saturday, Sunday or public holiday in Port Hedland, Western Australia;

CEO means the Chief Executive Officer for the time being of the Sublessor or any person appointed by the Chief Executive Officer to perform any of her or his functions under this Sublease;

Commencement Date means the date of commencement of the Term specified in **Item 4** of the Schedule;

Contaminated Sites Act means the *Contaminated Sites Act 2003 (WA)*;

CPI means the Consumer Price Index (All Groups) Perth number published from time to time by the Australian Bureau of Statistics or its equivalent determined in accordance with **clause 6.2**;

CPI Review means the Rent review process described in **clause 6.2**;

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 Title for the Premises;

Environmental Contamination has the same meaning as the word “contaminated” in the Contaminated Sites Act;

EPA means the Environmental Protection Authority of Western Australia;

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

Good Repair means good and substantial tenable repair and in clean, good working order and condition;

GST has the meaning that it bears in the GST Act;

GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and any legislation substituted for, replacing or amending that Act;

GST Adjustment Rate means the amount of any increase in the rate of tax imposed by the GST Law;

GST Law has the meaning that it bears in section 195-1 of the GST Act;

GST Rate means 10%, or such other figure equal to the rate of tax imposed by the GST Law;

Head Lease means the amended and restated head lease entitled ‘Derby Head Lease’ between the Sublessor and the Head Lessor with commencement date of 1 July 2021, including the schedule as supplemented, amended or varied from time to time;

Head Lessor means the Kimberley Ports Authority a body corporate constituted pursuant to the provisions of the *Ports Authorities Act 1999* (as amended) of 280 Port Drive, Broome;

Initial Head Lessor means the Minister for Transport a body corporate constituted pursuant to the provisions of section 8 of the *Marine and Harbours Act 1981* of 1 Essex Street Fremantle, Western Australia;

Interest Rate means the rate at the time the payment falls due being 2% greater than the Sublessor’s general overdraft rate on borrowings from its bankers on amounts not exceeding \$100,000.00, which rate cannot exceed the rate prescribed by, and imposed in accordance with, section 6.13 of the *Local Government Act 1995* (WA);

Land means the land described at **Item 1** of the Schedule;

Management Agreement means the amended and restated management agreement entitled ‘Derby Management Agreement’ between the Sublessor and the Head Lessor with

commencement date of 1 July 2021, including the schedule as supplemented, amended or varied from time to time;

Market Review means the Rent review process described in **clause 6.3**;

Notice means each notice, demand, consent or authority given or made to any person under this Sublease;

Original Head Lease means the lease entitled 'Port of Derby Head Lease' between the Sublessor and the Initial Head Lessor dated 16 December 1997 as supplemented, amended or varied from time to time, including without limitation:

- (a) as varied by a deed of partial surrender of lease dated 24 October 2011 between the Sublessor and the Initial Head Lessor;
- (b) as varied by a deed of variation of lease dated 3 December 2015 between the Sublessor and the Initial Head Lessor; and
- (c) as renewed by a renewal of lease dated 3 December 2015 between the Sublessor and the Initial Head Lessor; and
- (d) as varied by a deed of variation of lease between the Sublessor and the Initial Head Lessor with a date of variation of 1 April 2018;

Original Management Agreement means the management agreement between the Sublessor and the Initial Head Lessor dated 16 December 1997;

Party means the Sublessor or the Sublessee according to the context;

Permitted Purpose means the purpose specified in **Item 6** of the Schedule;

Port means the Port of Derby;

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

Remediation has the meaning it has in the Contaminated Sites Act and **Remediate** has a corresponding meaning;

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

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 a date identified in **Item 8** of the Schedule;

Restated Management Agreement means the document between the Shire and the Minister for Transport entitled 'Deed of Amendment and Restatement of Derby Management Agreement' and dated 1 October 2018;

Schedule means the Schedule to this Sublease;

Sublease means this deed as supplemented, amended or varied from time to time;

Sublessee's Agents includes:

- (a) the employees, agents, contractors, invitees and licensees of the Sublessee; and

- (b) any person on the Premises by the authority of a person specified in paragraph (a);

Sublessee's Covenants means the covenants, agreements and obligations set out or implied in this Sublease or imposed by law to be performed and observed by the Sublessee;

Sublessor's Covenants means the covenants, agreements and obligations set out or implied in this Sublease, or imposed by law to be performed and observed by the Sublessor;

Term means the term of years specified in **Item 2** of the Schedule and any Further Terms;

Termination means expiry by effluxion of time or sooner determination of the Term or any period of holding over; and

Written Law includes all acts and statutes (State or Federal) for the time being enacted and all regulations, schemes, ordinances, local laws, by-laws, requisitions, orders or statutory instruments made under any Act from time to time by any statutory, public or other competent authority.

1.2 Interpretation

In this Sublease, unless expressed to the contrary:

- (a) words importing:
- (i) the singular includes the plural and vice versa; and
 - (ii) a gender or genders include each other gender;
- (b) if a word or phrase is assigned a particular meaning, other grammatical forms of that word or phrase have a corresponding meaning;
- (c) a reference to:
- (i) a natural person includes a body corporate or local government;
 - (ii) a body corporate or local government includes a natural person;
 - (iii) a professional body includes a successor to or substitute for that body;
 - (iv) a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
 - (v) a statute, includes an ordinance, code, regulation, award, local planning scheme, regulation, local law, by-law, requisition, order or other statutory instruments made under any of them and a reference to any of them, whether or not by name, includes any amendments to, re-enactments of or replacements of any of them from time to time in force;
 - (vi) a right includes a benefit, remedy, discretion, authority or power;
 - (vii) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
 - (viii) this Sublease or provision of this Sublease or any other deed, agreement, instrument or contract includes a reference to:
 - (i) both express and implied provisions; and

- (ii) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
- (ix) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
- (x) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
- (xi) a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure is a reference to, respectively, a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure of this Sublease;
- (d) the covenants and obligations on the part of the Sublessee not to do or omit to do any act or thing include:
 - (i) covenants not to permit that act or thing to be done or omitted to be done by the Sublessee's Agents; and
 - (ii) a covenant to take all reasonable steps to ensure that that act or thing is not done or omitted to be done;
- (e) the meaning of general words or phrases is not limited by specific examples introduced by 'including', 'for example' or similar expressions; and
- (f) if a Party comprises two or more persons, the covenants and agreements on their part bind them and must be observed and performed by them jointly and each of them severally, and may be enforced against any one or more of them.

1.3 Headings

Except in the Schedule, headings do not affect the interpretation of this Sublease.

2. Grant of sublease

Subject to the Head Lessor's consent, the Sublessor subleases to the Sublessee the Premises for the Term subject to:

- (a) all Encumbrances;
- (b) the payment of the Amounts Payable; and
- (c) the performance and observance of the Sublessee's Covenants.

3. Effect of Head Lease

3.1 Effect of Head Lease

- (1) The parties agree to the extent that the terms and conditions of the Head Lease are applicable to the Premises, those terms covenants and conditions which apply to and bind the Sublessor under the Head Lease shall apply to and bind the Sublessee reserving to the Sublessor and the Head Lessor severally all rights and powers conferred on the Head Lessor by the Head Lease.
- (2) Where by the terms of the Head Lease an act or omission of the Sublessor constitutes a breach of a term of the Head Lease if done or permitted without the consent or permission of the Head

Lessor that act or omission shall be deemed to be a breach of this Sublease if done or permitted by the Sublessee without the consent or permission of both the Head Lessor and the Sublessor.

3.2 Sublessee not to cause breach of Head Lease

- (1) Despite any other provision of this Sublease, the Sublessee must not do or omit to do any act, matter or thing which would constitute a breach of, or default under, the Head Lease or cause the Sublessor to be in breach of the Head Lease.
- (2) The Sublessee indemnifies the Sublessor for any losses, costs, expenses, damages or claims incurred or suffered by the Sublessor to the extent such costs, expenses, damages or claims arise out of a breach by the Sublessee of any of the Sublessee's obligations under this Sublease, including any losses, costs, expenses, damages or claims resulting from termination of the Head Lease to the extent such losses, costs, expenses, damages or claims arise out of a breach by the Sublessee of any of the Sublessee's obligations under this Sublease, including any liability of the Sublessor to the Head Lessor.

3.3 Head Lease ends

If the Head Lease ends for any reason then the Sublessee will also end contemporaneously with the Head Lease and the Sublessee will have no right or claim against the Sublessor for any matter or thing arising from or in connection with the Sublease and or its termination.

3.4 Transfer of Responsibility of Port

The parties acknowledge that responsibility of the Port was transferred to the Head Lessor on proclamation of section 50 of the *Ports Legislation Amendment Act 2019 (Transfer)* on 1 July 2021.

4. Quiet enjoyment

Except as provided in the Sublease, subject to the performance and observance of the Sublessee's Covenants the Sublessee may quietly hold and enjoy the Premises during the Term without any interruption or disturbance from the Sublessor or persons lawfully claiming through or under the Sublessor.

5. Rent and other payments

5.1 Rent

The Sublessee covenants with the Sublessor to pay to the Sublessor the Rent in the manner set out at **Item 5** of the Schedule on and from the Commencement Date clear of any deductions.

5.2 Outgoings

- (1) The Sublessee covenants with the Sublessor to punctually pay to the Sublessor (or to such person as the Sublessor may from time to time direct) all the following outgoings or charges, assessed or incurred in respect of the Premises:
 - (a) local government rates, services and other charges, including but not limited to rubbish collection charges and the emergency services levy;
 - (b) water, drainage and sewerage rates, charges for disposal of stormwater, meter rent and excess water charges;

- (c) telephone, electricity, gas and other power and light charges including but not limited to meter rents and the cost of installation of any meter, wiring or telephone connection;
 - (d) land tax on a single ownership basis; and
 - (e) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Sublessee's use and occupation of the Premises.
- (2) If the Premises are not separately charged or assessed the Sublessee will pay to the Sublessor a proportionate part of any charges or assessments referred to in **clause 5.2(1)** being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

5.3 Interest

Without affecting the rights, power and remedies of the Sublessor under this Sublease, the Sublessee covenants with the Sublessor to pay to the Sublessor interest on demand on any Amounts Payable which are unpaid for 35 days computed from the due date for payment until payment is made and any interest payable under this paragraph will be charged at the Interest Rate.

5.4 Costs

- (1) The Sublessee covenants with the Sublessor to pay to the Sublessor on demand:
- (a) all duty, fines and penalties payable under the *Duties Act 2008* and other statutory duties or taxes payable on or in connection with the Sublessee entering into this Sublease;
 - (b) all registration fees in connection with this Sublease; and
 - (c) all reasonable legal costs of and incidental to the instructions for the preparation, execution and stamping of this Sublease and all copies.
- (2) The Sublessee covenants with the Sublessor to pay to the Sublessor all costs, legal fees, disbursements and payments incurred by or for which the Sublessor 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 Sublease;
 - (b) any breach of covenant by the Sublessee or the Sublessee's Agents;
 - (c) the preparation and service of a notice under section 81 of the *Property Law Act 1969* requiring the Sublessee 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 Sublessee's request; and
 - (e) any action or proceedings arising out of or incidental to any matters referred to in this **clause 5.4** or any matter arising out of the Sublessee's use and occupation of the Premises under this Sublease.

5.5 Payment of Money

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

5.6 Accrual of amounts payable

Amounts Payable accrue on a daily basis.

6. Rent Review

6.1 Rent Reviews

- (1) The Rent will be reviewed on and from each Rent Review Date to determine the Rent to be paid by the Sublessee until the next Rent Review Date.
- (2) The basis for each review is as identified for each Rent Review Date in **Item 8** of the Schedule.

6.2 Rent Review based on CPI

A Rent review based on CPI will increase the amount of Rent payable during the immediately preceding period by the percentage of any increase in CPI having regard to the quarterly CPI published immediately prior to the later of the Commencement Date or the last Rent Review Date as the case may be and the quarterly CPI published immediately prior to the relevant Rent Review Date. If there is a decrease in CPI having regard to the relevant CPI publications the Rent payable from the relevant Rent Review Date will be the same as the Rent payable during the immediately preceding period. Should the CPI be discontinued or suspended at any time or its method of computation substantially altered, the Parties shall endeavour to agree upon the substitution of the CPI with an equivalent index, or failing agreement by the Parties, the substitution shall be made by a Valuer appointed in accordance with **clause 6.3(d)** below.

6.3 Market Review

A Rent review based on market review will establish the current (ground) market rent for the Premises which will be determined in accordance with the following provisions:

- (a) The Sublessor shall notify the Sublessee of the amount that it reasonably considers is the current (ground) market rent for the Premises.
- (b) If the Sublessee disputes the current market rent as notified by the Sublessor, it must notify the Sublessor of that dispute (**Market Rent Dispute Notice**) within 20 Business Days after receiving the Sublessee's notification. The Sublessee must comply with this time limit to dispute the notified amount.
- (c) If the Sublessee does not dispute the amount notified or does not provide a Market Rent Dispute Notice within the timeframe provided for in **clause 6.3(c)** above, that amount becomes the Rent.
- (d) If the Sublessee gives a Market Rent Dispute Notice, then the current market rent for the Premises will be determined at the expense of the Sublessee by a valuer (**Valuer**) licensed under the *Land Valuers Licensing Act 1978*, to be appointed, at the request of either Party, by the President for the time being of the Australian Property Institute (Western Australian Division) (or if such body no longer exists, such other body which is then substantially performing the functions performed at the Commencement Date by that Institute).
- (e) The Valuer must be independent of the Parties, must act as an expert and not as an arbitrator and his or her decision will be final and binding on the Parties. The Parties will be entitled to make submissions to the Valuer.
- (f) In this clause, "**current (ground) 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 Sublease and on the same terms and conditions contained in this Sublease, BUT will not include:

- (i) any improvements located or erected on the Premises; and
- (ii) any rent free periods, discounts or other rental concessions.

6.4 Rent must not decrease

The Rent payable from any Rent Review will not be less than the Rent payable in the period immediately preceding such Rent Review Date.

6.5 Sublessor may institute Rent Review

The Sublessor may institute a rent review notwithstanding the Rent Review Date has passed and the Sublessor 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. Insurance

7.1 Insurance to be effected

- (1) The Sublessee must effect and maintain for the time being adequate public liability insurance for a sum not less than the sum set out at in **Item 7** of the Schedule, and such insurance policy must:
 - (a) be with a reputable insurer;
 - (b) note the Sublessor's interest on the policy; and
 - (c) cover events occurring while the policy is current, regardless of when claims are made.
- (2) If a building or buildings are constructed on the Premises, the Sublessee shall effect and keep effected insurance to the full insurable value on a replacement or reinstatement value basis of such building or buildings against damage arising from fire, tempest, storm, earthquake, explosion, aircraft, or other aerial device including items dropped from any device, riot, commotion, flood, lightning, act of God, fusion, smoke, rainwater, leakage, impact by vehicle, machinery breakdown and malicious acts or omissions and other standard insurable risks.
- (3) The Sublessee must effect and maintain for the time being adequate marine hulls insurance in accordance with the International Hull clauses (01/011/03) and protection and indemnity insurance with an International Group P & I Club or in accordance with the Institute Protection and Indemnity Clauses Hulls – Time (20/7/87):
 - (a) for each vessel used in connection with the Premises;
 - (b) including coverage for 4/4ths collision liability, pollution, spillage and wreck removal;
 - (c) for an amount not less than the market value or agreed value of the hull and protection and indemnity insurance for an amount not less than \$50,000,000 for each and every occurrence.
- (4) The Sublessee must effect and maintain motor vehicle third party liability insurance, covering legal liability for property loss or damage and bodily injury to or death of persons (other than compulsory third party motor vehicle insurance) caused by motor vehicles used on the Premises and in connection with this Sublease, for an amount not less than \$30,000,000 for any one occurrence or accident.

- (5) The Sublessee must effect and maintain compulsory third party motor vehicle insurance required by any Written Law for motor vehicles used on the Premises and in connection with this Sublease.

7.2 Policy requirements

The Sublessee must ensure that the insurance maintained under clause 7.1(1):

- (a) waives all rights of subrogation against the Sublessor; and
- (b) includes a cross liability clause for the benefit of the Sublessor.

7.3 Details and receipts

In respect of the insurances required by **clause 7.1**, the Sublessee must:

- (a) on demand supply to the Sublessor details of the insurances and give to the Sublessor copies of the certificates of currency in relation to the insurances;
- (b) promptly pay all premiums and produce to the Sublessor each policy or certificate of currency and each receipt for premiums or certificate of currency issued by the insurers; and
- (c) notify the Sublessor immediately:
 - (i) when an event occurs which gives rise or might give rise to a claim under or which could prejudice the policy of insurances; or
 - (ii) when the policies of insurance are cancelled or materially varied.

7.4 Not to invalidate

The Sublessee must not do or omit to do any act or thing or bring or keep anything on the Premises which might:

- (a) render any insurances effected under **clause 7.1** on the Premises, or any adjoining premises, void or voidable; or
- (b) cause the rate of a premium to be increased for the Premises or any adjoining premises (except insofar as an approved development may lead to an increased premium).

7.5 Report

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

- (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 who is lawfully using or may lawfully use the Premises.

7.6 Consent to settle claims

In respect of the insurances required pursuant to **clause 7.1**, the Sublessee must not without the consent of the Sublessor enforce, conduct, settle or compromise any insurance claims.

7.7 Failure to Comply with Insurance Requirements

If the Sublessee fails to comply with any of its obligations under this clause, the Sublessor may, by serving written notice upon the Sublessee, require that such default be remedied within 28 days and in the event that the Sublessee fails to comply with such notice, then the Sublessor may, in its absolute discretion, immediately terminate this Sublease.

8. Indemnity

8.1 Sublessee responsibilities

The Sublessee is responsible and liable for all acts or omissions of the Sublessee's Agents on the Premises and for any breach by them of any covenants or terms in this Sublease required to be performed or complied with by the Sublessee.

8.2 Indemnity

The Sublessee indemnifies, and shall keep indemnified, the Sublessor and the Head Lessor from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Sublessor and/or Head Lessor, or brought, maintained or made against the Sublessor and/or the Head Lessor, in respect of:

- (a) any loss whatsoever (including loss of use);
- (b) injury or damage of, or to, any kind of property or thing; and
- (c) the death of, or injury suffered by, any person,

caused by, contributed to, or arising out of, or in connection with:

- (d) the use or occupation of the Premises, the Land or the Port by the Sublessee or the Sublessee's Agents;
- (e) any work carried out by or on behalf of the Sublessee on the Premises, the Land or the Port;
- (f) the Sublessee's activities, operations or business on, or other use of any kind of, the Premises, the Land or the Port;
- (g) any default by the Sublessee in the due and punctual performance, observance and compliance with any of the Sublessee's covenants or obligations under this Sublease; or
- (h) a negligent or wrongful act or omission of the Sublessee.

8.3 Obligations Continuing

The obligations of the Sublessee under this clause:

- (a) are unaffected by the obligation of the Sublessee to take out insurance, and the obligations of the Sublessee to indemnify are paramount, however if insurance money is received by the Sublessor for any of the obligations set out in this clause then the Sublessee's obligations this clause will be reduced by the extent of such payment; and
- (b) continue after the expiration or earlier determination of this Sublease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Sublease.

8.4 No indemnity for Sublessor's negligence

The parties agree that nothing in this clause shall require the Sublessee to indemnify the Sublessor, its officers, servants, or agents against any loss, damage, expense, action or claim caused by, or contributed to (to the extent of that contribution) by, the negligence or any act or omission of the Sublessor, or its servants, agents, contractors or invitees.

8.5 Release

(1) The Sublessee:

- (a) agrees to occupy and use the Premises at the risk of the Sublessee; and
- (b) releases to the full extent permitted by law, the Sublessor and the Head Lessor from:
 - (i) any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the Premises or arising from the Sublessee's use or occupation of the Premises, the Land or the Port; and
 - (ii) loss of or damage to the Premises or personal property of the Sublessee;

except to the extent that such loss or damage is caused by, or contributed to (to the extent of that contribution) by, the negligence or any act or omission of the Sublessor, or its servants, agents, contractors or invitees.

- (2) The release by the Sublessee continues after the expiration or earlier determination of this Sublease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Sublease.

9. Limit of Sublessor's liability

- (1) The Sublessor will not be liable for loss, damage or injury to any person or property in or about the Premises however occurring, except to the extent that such loss or damage arises out of the negligence or any act or omission of the Sublessor or its servants, agents, contractors or invitees.
- (2) The Sublessor will not be liable for any failure to perform and observe any of the Sublessor's Covenants due to any cause beyond the Sublessor's control.

10. Maintenance, repair and cleaning

10.1 Generally

- (1) Subject to paragraph (3) below, the Sublessee AGREES during the Term and for so long as the Sublessee remains in possession or occupation of the Premises to maintain, replace, repair, clean and keep the Premises (which for the avoidance of doubt includes any of the Lessor's fixtures and fittings) clean and in Good Repair having regard to the age of the Premises at the Commencement Date PROVIDED THAT this subclause shall not impose on the Sublessee any obligation:
 - (a) to carry out repairs or replacement that are necessary as a result of fair and reasonable wear and tear, EXCEPT when such repair or replacement is necessary because of any negligence, default or wrongful act or omission of or on the part of the Sublessee or the Sublessee's Agents, or the Sublessor's insurances are invalidated by any act, neglect or default by the Sublessee or the Sublessee's Agents; and

- (b) in respect of any structural or capital maintenance, replacement or repair EXCEPT when such maintenance, repair or replacement is necessary because of any act or omission of or on the part of the Sublessee or the Sublessee's Agents, or by the Sublessee's particular use or occupancy of the Premises.
- (2) In discharging the obligations imposed on the Sublessee under this subclause, the Sublessee shall where maintaining, replacing or repairing in or on the Premises:
 - (a) any electrical fittings and fixtures;
 - (b) any plumbing;
 - (c) any air-conditioning fittings and fixtures; and
 - (d) any gas fittings and fixtures,use only licensed trades persons, or such trades persons as may be approved by the Sublessor and notified to the Sublessee, which approval shall not be unreasonably withheld.
- (3) For the avoidance of doubt, the Sublessee is responsible for minor internal repairs to the Premises. For example, repair and replacement of door handles, door locks, light fittings, globe replacement, internal glass breakages and internal painting.
- (4) Notwithstanding any other provision of this Sublease, the Sublessee will be responsible for any repair or replacement to the Premises, the Land or the Port which is necessary because of any negligence, default or act or omission of or on the part of the Sublessee or the Sublessee's Agents, or the Sublessor's insurances are invalidated by any act, neglect or default by the Sublessee or the Sublessee's Agents.

10.2 Cleaning

The Sublessee must at all times keep the Premises clean, tidy, unobstructed and free from rubbish.

10.3 Acknowledgement of state of repair of Premises

- (1) The Sublessee accepts the Premises in its present condition relying upon its own enquiries and investigations.
- (2) The Sublessor does not expressly or impliedly warrant that the Premises are now or will remain suitable or adequate for all or any of the purposes of the Sublessee or for the business which the Sublessee is authorised to conduct thereon and to the extent permitted by law, all warranties (if any) as to suitability and adequacy of the Premises implied by law are hereby expressly negated.

11. Environmental Contamination

- (1) The Sublessee shall undertake any Remediation of the Premises that is required to be undertaken (whether by a condition of development approval or otherwise) by reason of its proposed use of the Premises for the Permitted Purpose.
- (2) Subject always to paragraph (1) above, the Sublessee acknowledges and agrees:
 - (a) from the Commencement Date it is responsible for all and any Environmental Contamination caused as a result of the Sublessee's use and occupation of the Premises;
 - (b) if at any time during the Term the Sublessee knows or suspects of any Environmental Contamination on, in or under the surrounding land or the Premises, then the Sublessee

must immediately inform the DER, the EPA and the Sublessor of the Environmental Contamination;

- (c) it must take all reasonable steps to prevent Environmental Contamination:
 - (i) occurring on, in or under the Premises; and
 - (ii) entering neighbouring premises from the Premises; and
- (d) if any Environmental Contamination occurs which is attributable to the Sublessee's use of the Premises, it must immediately and to the Sublessor's satisfaction remediate such Environmental Contamination. If the Sublessee fails to remediate the Environmental Contamination in accordance with this clause, then the Sublessor is permitted to, at the Sublessee's cost remediate the Premises or adjoining land. Any reasonable expense that the Sublessor incurs in remediating the Environmental Contamination will be owed by the Sublessee to the Sublessor as a debt payable on demand.

12. Use

12.1 Restrictions on use

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

- (a) use the Premises or any part of it for any purpose other than the Permitted Purpose; or
- (b) use the Premises for any purpose which is not permitted under any local 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 anything which causes a nuisance, damage or disturbance to the Sublessor or to owners or occupiers of adjoining properties;
- (e) store any dangerous compound or substance on or in the Premises, otherwise than in accordance with the following provisions:
 - (i) any such storage must comply with all relevant statutory provisions;
 - (ii) all applications for the approval or renewal of any licence necessary for such storage must be first referred to the Sublessor;
 - (iii) the Sublessor may within its absolute discretion refuse to allow the storage of any particular dangerous compound or substance on the Premises; and
 - (iv) upon the request of the Sublessor, the Sublessee will provide a manifest of all dangerous compounds or substances stored on the Premises; or
- (f) do any act or thing which might result in excessive stress or harm to any part of the Premises.

12.2 Sublessee's acknowledgement as to working wharf

- (1) The Sublessee acknowledges that the Premises is located adjacent to a working port that may at times include the storage or transportation of explosive and other hazardous substances and security access restrictions.

- (2) The Sublessee further acknowledges and agrees to comply with and follow any rules, regulations, plans or policies in respect of the Port, including but not limited to strict compliance with any Safety Management Plans, Transport Management Plans and security legislation, plans or policies as provided or notified by the Sublessor to the Sublessee from time to time.

12.3 No Warranty

The Sublessor gives no warranty:

- (a) as to the use to which the Premises may be put; or
- (b) that the Sublessor will issue any consents, approvals, authorities, permits or licences required by the Sublessee under any statute for its use of the Premises.

12.4 Premises Subject to Restriction

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

12.5 Indemnity for Costs

The Sublessee indemnifies the Sublessor against any claims or demands for all costs, on a solicitor client basis, incurred by the Sublessor by reason of any claim in relation to any matters set out in this clause.

13. Alterations

13.1 Restriction

- (1) The Sublessee must not without prior written consent, which is not to be unreasonably withheld, conditioned or delayed:
- (a)
 - (i) from the Sublessor;
 - (ii) from any other person from whom consent is required under this Sublease;
 - (iii) required under statute in force from time to time, including but not limited to the planning approval of the Sublessee under a town planning scheme of the Sublessee;
 - (b) install any new signage;
 - (c) make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises; or
 - (d) remove alter or add to any fixtures, fittings or facilities in or on the Premises.

13.2 Consent

- (1) If the Sublessor and any other person whose consent is required under this Sublease or at law consents to any matter referred to in **clause 13.1** the Sublessor may:
- (a) consent subject to conditions; and
 - (i) require that work be carried out in accordance with plans and specifications approved by the Sublessor or any other person giving consent;

- (ii) require that work be carried out in accordance with the Building Code of Australia; and
- (iii) require that any alteration be carried out to the satisfaction of the Sublessor under the supervision of an engineer or other consultant; and
- (b) if the Sublessor consents to any matter referred to in **clause 13.1**:
 - (i) the Sublessor gives no warranty that the Sublessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
 - (ii) the Sublessee must apply for and obtain all such consent approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions.

13.3 Cost of Works

Subject to **clause 13.4**, all works undertaken under this clause by the Sublessee will be carried out at the Sublessee's expense.

13.4 Conditions

If any of the consents given by the Sublessor or other persons whose consent is required under this Sublease or at law require other works to be done by the Sublessee as a condition of giving consent, then the Sublessee must at the option of the Sublessor either:

- (a) carry out those other works at the Sublessee's expense; or
 - (b) permit the Sublessor to carry out those other works at the Sublessee's expense,
- in accordance with the Sublessor's requirements.

14. Sublessor's right of entry

14.1 Entry on Reasonable Notice

- (1) The Sublessor or any person authorised by the Sublessor may enter the Premises without notice in the case of an emergency, and otherwise upon reasonable notice (which must be no less than 2 Business Days):
 - (a)
 - (i) at all reasonable times;
 - (ii) with or without workmen and others;
 - (iii) with or without plant, equipment, machinery and materials; and
 - (b) for each of the following purposes:
 - (i) to comply with any of its obligations under the Head Lease or the Management Agreement, and in that regard the Sublessee agrees to provide all such assistance to the Sublessor and take any necessary action to enable the Sublessor to comply with any of its obligations under the Head Lease or the Management Agreement;
 - (ii) to inspect the state of repair of the Premises and to ensure compliance with the terms of this Sublease;

- (iii) to carry out any survey or works which the Sublessor (acting reasonably) considers necessary; however the Sublessor will not be liable to the Sublessee 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 Sublessee;
- (iv) to comply with the Sublessor's covenants or to comply with any notice or order of any authority in respect of the Premises for which the Sublessor is liable; and
- (v) to do all matters or things to rectify any breach by the Sublessee of any term of this Sublease (provided the Sublessor has first given the Sublessee a notice requiring the Sublessee to remedy the breach and the Sublessee has failed to remedy the breach within the reasonable time set out in the notice) but the Sublessor is under no obligation to rectify any breach and any rectification under this clause is without prejudice to the Sublessor's other rights, remedies or powers under this Sublease.

- (2) The Sublessor must when exercising rights under this clause, cause as little inconvenience as is reasonably possible to the Sublessee.

14.2 Costs of Rectifying Breach

All costs and expenses incurred by the Sublessor as a result of any breach referred to in **clause 14.1(1)(b)(v)** together with any interest payable on such sums will be a debt due to the Sublessor and payable to the Sublessor by the Sublessee on demand.

14.3 Notice to Relet

During the last three (3) months prior to the expiry of the Sublease the Sublessee must:

- (a) permit the Sublessor to affix upon any part of the Premises a notice for reletting the same;
- (b) not remove, conceal or deface such notice to relet; and
- (c) permit intending tenants at all reasonable times to view the Premises.

15. Statutory obligations and notices

15.1 Comply with Statutes

The Sublessee must:

- (a) comply promptly with all Written Law from time to time in force relating to the Premises;
- (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the use of the Premises specified at **clause 12**; and
- (c) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Premises or to the business the Sublessee carries on at the Premises.

15.2 Indemnity if Sublessee Fails to Comply

The Sublessee indemnifies the Sublessor against:

- (a) failing to perform, discharge or execute any of the items referred to in **clause 15.1**; and

- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clause 15.1**.

except to the extent that any claim, demand, costs or other payments is caused by, or contributed to (to the extent of contribution) by, the negligence or any act or omission of the Sublessor, or its servants, agents, contractors or invitees.

16. Report to Sublessor

The Sublessee must immediately report to the Sublessor:

- (a) any act of vandalism or any incident which occurs on or near the Premises which involves or is likely to involve a breach of the peace or become the subject of a report or complaint to the police and of which the Sublessee is aware or should be aware;
- (b) any occurrence or circumstances in or near the Premises of which it becomes aware, which might reasonably be expected to cause, in or on the Premises, pollution of the environment; and
- (c) all notices, orders and summonses received by the Sublessee and which affect the Premises and immediately deliver them to the Sublessor.

17. Default

17.1 Events of Default

- (1) Subject to **clause 17.1(2)**, a default occurs if:
 - (a) any Amounts Payable remain unpaid after becoming due and remains unpaid for one month after written notice has been given to the Sublessee to pay such Amounts Payable;
 - (b) the Sublessee is in breach of any of the Sublessee's Covenants other than the covenant to pay the Amounts Payable for 28 days after written notice has been given to the Sublessee to rectify the breach;
 - (c) an order is made or a resolution effectively passed for the winding up of the Sublessee unless the winding up is for the purpose of amalgamation or reconstruction;
 - (d) a controller, as defined by the *Corporations Act 2001* is appointed in respect of the Sublessee's interest in the Premises under this Sublease;
 - (e) a mortgagee takes possession of the Sublessee's interest in the Premises under this Sublease;
 - (f) the Premises are vacated and remain so for a continuous period of 28 days;
 - (g) the registration of the Sublessee is cancelled or dissolved under the *Corporations Act 2001* or the *Associations Incorporation Act 2015*, as the case may be; or
 - (h) a person other than the Sublessee or a permitted sublessee or assignee is in occupation or possession of the Premises or in receipt of a rent and profits.
- (2) For the purposes of **clause 17.1(1)** the Sublessor agrees that the Sublessee will not be in default under the Sublease if, at any time, an administrator, as defined by the *Corporations Act 2001*, is appointed in respect of the Sublessee except where the administration comes to an end by reason of the Sublessee's creditors resolving that the Sublessee should be wound up.

17.2 Forfeiture

On the occurrence of any of the events of default specified in **clause 17.1** the Sublessor may:

- (a) upon written notice to the Sublessee, at any time enter the Premises and on re-entry the Term will immediately determine;
- (b) by notice to the Sublessee determine this Sublease and from the date of giving such notice this Sublease will be absolutely determined; and
- (c) by notice to the Sublessee elect to convert the unexpired portion of the Term into a tenancy from month to month when this Sublease will be determined as from the giving of the notice and until the tenancy is determined the Sublessee will hold the Premises from the Sublessor as a tenant from month to month under **clause 20**,

but without affecting the right of action or other remedy which the Sublessor has in respect of any other breach by the Sublessee of the Sublessee's Covenants or releasing the Sublessee from liability in respect of the Sublessee's Covenants.

17.3 Sublessor may Remedy Sublessee's default

If the Sublessee:

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

then, after the Sublessor has given to the Sublessee notice of the breach and the Sublessee has failed to rectify the breach within a reasonable time, the Sublessor 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 Sublessee and the Sublessee must pay to the Sublessor on demand the Sublessor's reasonable costs and expenses of remedying each breach or default.

17.4 Acceptance of Amount Payable By Sublessor

Demand for or acceptance of the Amounts Payable by the Sublessor after an event of default has occurred will not affect the exercise by the Sublessor of the rights and powers of the Sublessor by the terms of the Sublease or at law and will not operate as an election by the Sublessor to exercise or not to exercise any right or power.

17.5 Essential Terms

Each of the Sublessee's Covenants in 5 (Rent and Other Payments); 7 (Insurance); 8 (Indemnity); 10 (Maintenance, Repair and Cleaning), 12 (Use) and 23 (Assignment, Subletting and Charging) is an essential term of this Sublease but this clause does not mean or imply that there are no other essential terms in this Sublease.

17.6 Breach of Essential Terms

If the Sublessee breaches an essential term of this Sublease then, in addition to any other remedy or entitlement of the Sublessor:

- (a) the Sublessee must compensate the Sublessor for the loss or damage suffered by reason of the breach of that essential term;
- (b) the Sublessor will be entitled to recover damages against the Sublessee in respect of the breach of an essential term; and

- (c) the Sublessee AGREES with the Sublessor that if the Term is determined:
 - (i) for breach of an essential term or the acceptance by the Sublessor of a repudiation of this Sublease by the Sublessee; or
 - (ii) following the failure by the Sublessee to comply with any notice given to the Sublessee to remedy any default,

the Sublessee must pay to the Sublessor on demand the total of the Amounts Payable under this Sublease which would have been payable by the Sublessee for the unexpired balance of the Term as if the Term had expired by lapse of time together with the losses incurred or reasonably expected to be incurred by the Sublessor as a result of the early determination including but not limited to the costs of re-letting or attempting to re-let the Premises;
- (d) the Sublessee agrees that the obligation set out in this **clause 17.6(c)** will survive termination or any deemed surrender at law of the estate granted by this Sublease;
- (e) the Sublessee may deduct from the amounts referred to at **clause 17.6(c)** the Rent and other money which the Sublessor reasonably expects to obtain by re-letting the Premises between the date of Termination and the date on which the Term would have expired by lapse of time; and
- (f) the Sublessor must take reasonable steps to mitigate its losses and endeavour to re-let the Premises at a reasonable rent and on reasonable terms but the Sublessor is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Sublease.

18. Repudiation by Sublessee

18.1 Compensation

In the event that the Sublessee's conduct (whether by acts or omissions) constitutes a repudiation of the Sublease (or of the Sublessee's obligations under the Sublease) or constitutes a breach of any Sublease covenants which is not rectified within the time specified in a notice from the Sublessor specifying the breach, it is agreed that:

- (a) the Sublessee shall compensate the Sublessor for the loss or damage suffered by reason of the repudiation or breach;
- (b) the Sublessor shall be entitled to recover damages against the Sublessee in respect of the repudiation or breach of covenant for the damage suffered by the Sublessor during the entire Term of this Sublease; and
- (c) the Sublessor must take reasonable steps to mitigate its losses and endeavour to re-let the Premises at a reasonable rent and on reasonable terms but the Sublessor is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Sublease.

18.2 Entitlement to Recover Damages

The Sublessor's entitlement to recover damages shall not be affected or limited in the event that:

- (a) the Sublessee abandons or vacates the Premises;
- (b) the Sublessor elects to re-enter or to terminate the Sublease;

- (c) the Sublessor accepts the Sublessee's repudiation; or
- (d) the Parties' conduct constitutes a surrender by operation of law.

18.3 Legal Proceedings

The Sublessor shall be entitled to institute legal proceedings claiming damages against the Sublessee in respect of the entire Term, including the periods before and after the Sublessee has vacated the Premises, and before and after the abandonment, termination, repudiation, acceptance of repudiation or surrender by operation of law referred to in **clause 18.2**, whether the proceedings are instituted either before or after such conduct.

19. Option to renew

If the Sublessee at least 3 months, but not earlier than 6 months, prior to the date for commencement of the Further Term gives the Sublessor a notice to grant the Further Term and:

- (a) all consents and approvals required by this Sublease or at law have been obtained; and
- (b) there is no subsisting default by the Sublessee at the date of service of the notice in:
 - (i) the payment of Amounts Payable; or
 - (ii) the performance or observance of the Sublessee's obligations,

The Sublessor shall grant to the Sublessee a sublease for the Further Term at the Rent and on the terms and conditions of this Sublease other than in respect of any Further Term previously taken.

20. Holding over

If the Sublessee remains in possession of the Premises after the expiry of the Term with the consent of the Sublessor, the Sublessee will be a monthly tenant of the Sublessor at a rent equivalent to one twelfth of the Rent for the period immediately preceding expiry of the Term and otherwise on the same terms and conditions of this Sublease provided that all consents required under this Sublease or at law have been obtained to the Sublessee being in possession of the Premises as a monthly tenant.

21. Damage or Destruction of Premises

21.1 Abatement of Sublessee's financial obligations

If during the continuance of this Sublease the Premises is wholly or partly damaged or destroyed or is rendered wholly or substantially inaccessible through an event described in **clause 21.2**, rendering the Premises or any part of it wholly or substantially unfit for the Sublessee's use and occupation or inaccessible, then the Sublessee's financial obligations abate in accordance with this clause.

21.2 Abating events

This clause applies in case of fire, lightning, storm, flood, earthquake, explosion, malicious damage, war damage, and any other event beyond the Sublessee's control.

21.3 Sublessee's financial obligations

Abatement extends to all the Sublessee's financial obligations to the Sublessor under this Sublease, including Rent, and all the rates and taxes and utility charges (**Financial Obligations**).

21.4 Period of Abatement

The period of abatement of the Sublessee's Financial Obligations will be from the date of the destruction, damage of the Premises or inaccessibility of the Premises until the date when the Premises are restored in a reasonable period of time, accessible and rendered suitable for the Sublessee's use and occupation. For the sake of clarity the abatement shall not apply to any amount that becomes due and payable by the Sublessee prior to the date the Premises is wholly or partly damaged or destroyed or is rendered wholly or substantially inaccessible, save that if the Rent has been paid in advance the abatement shall apply to any Rent paid in advance which relates to any period from the date of the destruction, damage or inaccessibility of the Premises.

21.5 Effect of abatement

During and for the period of abatement of the Sublessee's Financial Obligations the Sublessee's liability to pay the whole or proportion of the Financial Obligations under this Sublease, as agreed or determined under **clause 21.8**, calculated on a daily basis will cease and abate.

21.6 Exception to abatement

The Sublessee is not entitled to an abatement of the Sublessee's Financial Obligations under this clause if:

- (a) the event resulting in the damage, destruction to the Premises or inaccessibility of the Premises is caused or contributed to by the negligent act or omission of the Sublessee or the Sublessee's employees; or
- (b) the Sublessor fails to recover the benefit of any insurance for loss or damage to the Premises or the Land because of any negligent act or omission of the Sublessee or the Sublessee's Agents,

to the extent caused or contributed to by the Sublessee or the Sublessee's Agents.

21.7 Sublessee's use of premises

If the extent of damage to the Premises enables the Sublessee to use and enjoy the whole or part of the Premises for the Sublessee's business, THEN the Sublessee may continue to use the Premises and conduct its business whilst the Premises are being repaired unless:

- (a) the Sublessor reasonably requires such use to cease during the whole or part of the repairs; or
- (b) any public authority prohibits occupation of the Premises in its damaged condition,

and such use by the Sublessee will be taken into account when determining the partial abatement of the Sublessee's Financial Obligations.

21.8 Determination of abatement

- (1) The parties will endeavour to agree on the commencement and period of abatement of the Sublessee's Financial Obligations, and if the Sublessee is able to have partial use and enjoyment of the Premises, then the proportion of the abatement of the Sublessee's Financial Obligations having regard to the nature and extent of the damage to and use of the Premises.
- (2) If the parties have any dispute regarding the Sublessee's entitlement to an abatement of the Sublessee's Financial Obligations, its period or amount, the dispute will be determined by a loss assessor:

- (a) who is then a member of the Insurance Council of Australia Ltd (**Council**) and is experienced in assessing premises of the nature of the Premises and is nominated by the President for the time being or senior officer of that Council on the application of either party;
 - (b) acting as an expert;
 - (c) who is entitled to accept written submissions and expert reports from either party; and
 - (d) whose costs shall be borne equally by the parties;
 - (e) whose decision is final and binding on the parties.
- (3) If the loss assessor nominated under paragraph (2) above fails to proceed or to determine the dispute, either party may seek the nomination of another loss assessor in accordance with paragraph (2).

22. Obligations Upon Termination

22.1 Restore premises

Prior to Termination, the Sublessee at the Sublessee's expense must restore the Premises to a condition consistent with the observance and performance by the Sublessee of the Sublessee's Covenants under this Sublease.

22.2 Peacefully surrender

On Termination the Sublessee must:

- (a) peacefully surrender and yield up to the Sublessor the Premises in a condition consistent with the observance and performance of the Sublessee's Covenants under this Sublease; and
- (b) surrender to the Sublessor all keys and security access devices and combination for locks providing an access to or within the Premises held by the Sublessee whether or not provided by the Sublessor.

22.3 Remove property prior to termination

Prior to Termination, unless otherwise mutually agreed between the parties, the Sublessee must remove from the Premises all property of the Sublessee which is not a fixture other than air-conditioning plant and fire equipment, security alarms and security systems and other fixtures and fittings which in the opinion of the Sublessor form an integral part of the Premises and promptly make good, to the satisfaction of the Sublessor, any damage caused by the removal.

22.4 Sublessor can remove property on re-entry

- (1) On re-entry the Sublessor will have the right to remove from the Premises any property of the Sublessee and the Sublessee indemnifies the Sublessor against all damage caused by the removal of and the cost of storing that property.
- (2) The Sublessor may, at any time after the expiration or sooner determination of the Term, give the Sublessee a notice (**Abandonment Notice**) requiring the Sublessee to remove all fittings, plant, equipment or other articles not previously removed by the Sublessee in accordance with the requirement of this clause (**Remaining Items**). On the Sublessee's receipt of an Abandonment Notice, the Sublessee shall have 5 Business Days within which to remove all Remaining Items and failing removal within that 5 Business Day period, all Remaining Items still on the Premises

or in the Sublessor's custody shall be deemed absolutely abandoned by the Sublessee and shall automatically become the absolute property of the Sublessor and may be sold by the Sublessor or disposed of at any time and without further notice or obligation to the Sublessee. The Sublessor shall be entitled to keep the proceeds of any sales and those proceeds shall not be taken into account to reduce any arrears, damages or other moneys for which the Sublessee may be liable.

22.5 Clause to survive termination

The Sublessee's obligations under this clause shall survive Termination.

23. Assignment, sub-letting and charging

23.1 No Assignment or subletting without Consent

The Sublessee must not assign the leasehold estate in the Premises nor part with possession, sub-let or dispose of the Premises or any part of the Premises without the prior written consent of the Sublessor, the Head Sublessor and any other person whose consent is required under this Sublease or at law.

23.2 Change in Ownership of Shares

If the Sublessee is a corporation the shares in which are not quoted on any stock exchange in Australia, any change in 50% or more in aggregate in the beneficial ownership, issue or cancellation of shares in that corporation or any holding company of that corporation within the meaning of the *Corporations Act 2001* (Cth) will be deemed to be an assignment of the leasehold estate created by the Sublease and the Sublessee must give the Sublessor written notification of the change in ownership of shares within 14 days of the change.

23.3 Sublessor's Consent to Assignment

Provided all parties whose consent is required under this Sublease or at law to an assignment give their consent, then the Sublessor may not unreasonably withhold its consent to the assignment of the leasehold estate created by this Sublease if:

- (a) the proposed assignee being a respectable and financially sound person, experienced and having a good reputation in conducting a business permitted under the provisions of the Sublease, which the Sublessee must demonstrate to the Sublessor's reasonable satisfaction, and the onus of proof shall be on the Sublessee to the reasonable satisfaction of the Sublessor;
- (b) all Amounts Payable due and payable have been paid and there is no existing unremedied breach, whether notified to the Sublessee or not, of any of the Sublessee's Covenants;
- (c) the Sublessee procures the execution by the proposed assignee of a deed of assignment to which the Sublessor is a party and which deed is prepared and completed by the Sublessor's solicitors;
- (d) the proposed assignee provides to the Sublessor any personal guarantees, or any other security the Sublessor reasonably requires;
- (e) the deed of assignment contains a covenant by the assignee with the Sublessor to pay all Amounts Payable and to perform and observe all the Sublessee's Covenants; and
- (f) the Sublessor's consent to assignment of the Sublease, where provided, may be given subject to such reasonable conditions as the Sublessor sees fit.

23.4 Subletting requirements

Provided all parties whose consent is required under this Sublease or at law to a sublease give their consent, then the Sublessor may not unreasonably withhold its consent to sublease of the Premises if:

- (a) the proposed use of the Premises is consistent with the Permitted Purpose;
- (b) the terms of the sublease are consistent with the terms of this Sublease; and
- (c) rent for the sublease of the Premises or part thereof is less than the pro rata \$/m² payable by the Sublessee to the Sublessor under this Sublease.

23.5 Property Law Act 1969

Sections 80 and 82 of the *Property Law Act 1969* are excluded.

23.6 Costs for Assignment or Sublease

If the Sublessee wishes to assign or sublet the leasehold estate created by this Sublease, the Sublessee must pay all reasonable professional and other costs, charges and expenses, incurred by the Sublessor or other person whose consent is required under this Sublease, of and incidental to:

- (a) the enquiries made by or on behalf of the Sublessor as to the respectability, responsibility and financial standing of each proposed assignee;
- (b) any consents required under this Sublease or at law; and
- (c) all other matters relating to the proposed assignment or sublease,

whether or not the assignment or sublease proceeds.

23.7 No Mortgage or Charge

The Sublessee must not, without first obtaining the Sublessor and the Head Sublessor's consent, mortgage or charge the Premises.

24. Disputes

24.1 Referral of Dispute: Phase 1

Except as otherwise provided any dispute arising out of this Sublease is to be referred in the first instance in writing to the Sublessor's Representative as nominated in writing by the Sublessor from time to time (**Sublessor's Representative**) who shall convene a meeting within 10 days of receipt of such notice from the Sublessee or such other period of time as is agreed to by the parties between the Sublessor's Representative and an officer of the Sublessee for the purpose of resolving the dispute (**Original Meeting**).

24.2 Referral of Dispute: Phase 2

In the event the dispute is not resolved in accordance with **clause 24.1** of this Sublease then the dispute shall be referred in writing to the CEO of the Sublessor who shall convene a meeting within 10 days of the Original Meeting or such other date as is agreed to by the parties between the CEO and a senior representative of the Sublessee for the purpose of resolving the dispute.

24.3 Appointment of Arbitrator: Phase 3

In the event the dispute is not resolved in accordance with **clause 24.2** of this Sublease then the dispute shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 2012* (as amended from time to time) and the Sublessor and the Sublessee may each be represented by a legal practitioner. The Sublessor and the Sublessee must share the costs of the arbitrator.

24.4 Payment of Amounts Payable to Date of Award

The Sublessee 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 Sublessee is not required to be paid within the terms of the award of the Arbitrator or by agreement between the Sublessor and the Sublessee then the Sublessor will refund to the Sublessee the monies paid

25. No fetter of Sublessor's discretion

The Sublessee acknowledges and agrees:

- (a) the Sublessor is a local government established by the *Local Government Act 1995* (WA);
- (b) in its capacity as a local government, the Sublessor will be obliged to comply with statutory obligations imposed by law; and
- (c) no provision of this Sublease may unlawfully restrict or otherwise fetter the discretion of the Sublessor in the lawful exercise of any of its functions and powers as a local government (as distinct from a commercial participant in the terms and conditions of this Sublease);

provided that this clause will not serve to relieve the Sublessor from responsibility for performance of its obligations arising pursuant to this Sublease, except to the extent necessary to avoid any unlawful restriction or fetter of the Sublessor's discretion.

26. Goods and Services Tax**26.1 Sublessee must Pay**

If GST is payable on the Basic Consideration or any part thereof or if the Sublessor is liable to pay GST in connection with the sublease of the Premises or any goods, services or other Taxable Supply supplied under this Sublease then, as from the date of any such introduction or application:

- (a) the Sublessor may increase the Basic Consideration or the relevant part thereof by an amount which is equal to the GST Rate; and
- (b) the Sublessee shall pay the increased Basic Consideration on the due date for payment by the Sublessee of the Basic Consideration.

26.2 Increase in GST

If, at any time, the GST Rate is increased, the Sublessor may, in addition to the GST Rate, increase the Basic Consideration by the GST Adjustment Rate and such amount shall be payable in accordance with this clause.

26.3 GST invoice

Where the Basic Consideration is to be increased to account for GST pursuant to this clause the Sublessor shall in the month in which the Basic Consideration is to be paid, issue a Tax Invoice which enables the Sublessee to submit a claim for a credit or refund of GST.

27. Caveat**27.1 No absolute caveat**

The Sublessee nor any person on behalf of the Sublessee will, without the prior written consent of the Sublessor, lodge any absolute caveat at Landgate against the Certificate of Title for the Land, to protect the interests of the Sublessee under this Sublease.

27.2 CEO & Sublessor as attorney

In consideration of the Sublessor having granted this Sublease to the Sublessee, the Sublessee irrevocably appoints the Sublessor and the CEO of the Sublessor jointly and severally:

- (a) for the Term of this Sublease;
- (b) for any holding over under this Sublease; and
- (c) for a period of 6 months after Termination,

to be the agent and attorney of the Sublessee 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 Sublessee;
- (e) a withdrawal of any caveat lodged by or on behalf of the Sublessee and not withdrawn on Termination; and
- (f) a surrender of the estate granted by this Sublease,

and the costs of withdrawing any caveat or surrendering this Sublease (including the Sublessor's solicitor's reasonable costs and registration fees) will be borne by the Sublessee.

27.3 Ratification

The Sublessee undertakes to ratify all the acts performed by or caused to be performed by the Sublessor, its agent or attorney under **clause 27.2**.

27.4 Indemnity

The Sublessee indemnifies the Sublessor against:

- (a) any loss arising directly from any act done under this clause; and
- (b) all reasonable costs and expenses incurred in connection with the performance of any act by the attorney on behalf of the Sublessee under this clause.

28. Trustee Provisions

If the Sublessee enters into this Sublease as trustee of a trust:

- (a) the Sublessee does so in its capacity as trustee of the trust only;

- (b) the Sublessee warrants to the Sublessor that:
 - (i) it is the only trustee of the trust;
 - (ii) no action has been taken or proposed to remove it as trustee of the trust;
 - (iii) it has power under the trust deed of the trust to enter into this Sublease and it has entered into this Sublease for the benefit of the beneficiaries of the trust;
 - (iv) it has a right to be fully indemnified out of the assets of the trust in respect of obligations incurred by it under this Sublease;
 - (v) the assets of the trust are sufficient to satisfy that right of indemnity and all other obligations in respect of which the Sublessee has a right to be indemnified out of those assets;
 - (vi) it is not in default under the trust deed;
 - (vii) no action has been taken or is proposed to terminate the trust;
 - (viii) it has complied with its obligations in connection with the trust; and
 - (ix) the Sublessor's rights under this Sublease rank in priority to the interests of the beneficiaries of the trust.

29. Notice

29.1 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 Sublease or any other address nominated by a Party by Notice to the other.

29.2 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 **clause 29.1(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 **clause 29.1(b)**, on the fourth business day following the date of posting of the Notice.

29.3 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 2015*, 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.

30. General Provisions

30.1 Commercial Tenancy Act

If at any time and for so long as the *Commercial Tenancy (Retail Shops) Agreements Act 1985* applies to this Sublease and a provision of that Act conflicts with a provision of this Sublease, then each conflicting provision of this Sublease is deemed to be amended to the extent necessary to comply with that Act.

30.2 Western Australian Planning Commission Consent

If for any reason this Sublease requires by law the consent of the Western Australian Planning Commission then this Sublease is made expressly subject to and is conditional upon the granting of the consent of the Western Australian Planning Commission.

30.3 Sublessor's Consent

The Sublessee acknowledges and agrees with the Sublessor that:

- (a) if the Sublessor consents to any matter referred to in this Sublease, the Sublessor may consent subject to any conditions that it deems reasonably necessary; and
- (b) if the Sublessor consents to any matter referred to in this Sublease, the Sublessee must, to the reasonable satisfaction of the Sublessor, comply with any condition imposed by the Sublessor.

30.4 Acts by agents

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

30.5 Severance

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

30.6 Variation

This Sublease may be varied only by deed executed by the parties subject to such consents as are required by this Sublease or at law.

30.7 Moratorium

The provisions of a statute which would but for this clause extend or postpone the date of payment of money, reduce the rate of interest or abrogate, nullify, postpone or otherwise affect the terms of this Sublease do not, to the fullest extent permitted by law, apply to limit the terms of this Sublease.

30.8 Further assurance

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

30.9 Waiver

- (1) Failure to exercise or delay in exercising any right, power or privilege in this Sublease by a Party does not operate as a waiver of that right, power or privilege.
- (2) 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.

30.10 Statutory powers

The powers conferred on the Sublessor by or under any statutes for the time being in force are, except to the extent that they are inconsistent with the terms and provisions expressed in this Sublease, in addition to the powers conferred on the Sublessor in this Sublease.

30.11 Governing law

This Sublease 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.

31. Additional terms and conditions

Each of the terms and conditions (if any) specified in **Item 9** the Schedule are part of this Sublease and are binding on the Sublessor and the Sublessee as if incorporated into the body of this Sublease. If there is any inconsistency between the provisions of **Item 9** of the Schedule and the remaining provisions of this Sublease, the provisions of **Item 9** of the Schedule will prevail to the extent of that inconsistency.

Schedule

Item 1 Land & Premises

Land

Lot 325 on Deposited Plan 64512 being the whole of the land comprised in Crown Land Title LR3157 Folio 128, being part of the land in Reserve 26818.

Premises

That portion of the Land as shown identified as "Area 3" on the plan annexed to this Sublease as **Annexure 1** comprising an area of approximately 163m².

Item 2 Term

4 years commencing on 1 July 2019 and expiring 30 June 2023.

Item 3 Further Term

Nil.

Item 4 Commencement Date

1 July 2019.

Item 5 Rent

\$10,595 per annum plus GST, payable to the Sublessor annually in advance, plus any other outgoings payable under this Sublease.

Item 6 Permitted Purpose

Commercial fish farming and uses reasonably ancillary thereto.

Item 7 Public liability insurance

Fifty million dollars (\$50,000,000.00).

Item 8 Rent Review Date

The Rent will be reviewed:

- (a) on every anniversary of the Commencement Date in accordance with a CPI Review or with an increase of 3%, whichever is greater; and
- (b) in the event the Sublease is assigned to a third party a Market Review is to be carried out, and the reviewed Rent shall take effect at the date of the assignment.

Item 9 Additional terms and conditions

9.1 Access Restricted due to security requirements

- (1) Where the Sublessee is unable to access the Premises as a result of:
- (a) upgraded, amended or newly enacted National or State security legislation;
 - (b) a security management plan for the Port; or
 - (c) any other policy or statutory requirement that results in the Premises being closed to unauthorised officers
- this Sublease will be immediately terminated, in which case, the provisions of **clause 22** shall apply.
- (2) The Sublessee indemnifies the Sublessor against any claims for loss of operation of the Sublessee or otherwise where:
- (a) access to the Premises by the Sublessee is restricted or not available as a result of existing or new security legislation pertaining to, or procedures relating to safety management of, the Port of Derby; or
 - (b) the termination of the Sublease pursuant to Item 9.1 above.

9.2 Head Lease Re-Negotiations

The Sublessee acknowledges and agrees that:

- (a) the Head Lessor and the Sublessor are as at the Commencement Date re-negotiating the terms and conditions of the Head Lease in order to reflect the requirements and intent of the *Port Authorities Act 1999* and the *Port Authorities Regulations 2001* (**Head Lease Re-Negotiations**);
- (b) on completion of the Head Lease Re-Negotiations, the Sublessor will give notice to the Sublessee of the variations to the terms and conditions of the Head Lease and the consequential variations to the terms and conditions of this Sublease (**Sublessor's Notice of Variation**);
- (c) if the Sublessee does not agree to the consequential variations to the terms and conditions of this Sublease, the Sublessee may within twenty one (21) days of receiving a Sublessor's Notice of Variation give the Sublessor three (3) months' notice in writing of the Sublessee's intention to vacate the Premises and terminate the Sublease (**Sublessee's Termination Notice**);
- (d) if the Sublessee gives the Sublessor a Sublessee's Termination Notice in accordance with subclause (c) of this clause, then:
 - (i) the termination of the Sublease will take effect on the date being three (3) months after the date the Sublessee gave a Sublessee's Termination Notice to the Sublessor; and
 - (ii) the termination of the Sublease under this clause must be evidenced by a deed of surrender prepared by the Sublessor's lawyers at the Sublessee's cost and expense and executed by the parties; and

- (e) if the Sublessee does not give a Sublessee's Termination Notice to the Sublessor within twenty one (21) days of the date of the Sublessor's Notice of Variation, then:
 - (i) the Sublessee will be deemed to have agreed to and must comply with the consequential variations to the terms and conditions of this Sublease contained in the Sublessor's Notice of Variation; and
 - (ii) the Sublessee must within fourteen (14) days of request by the Sublessor enter into a deed of variation of this Sublease prepared by the Sublessor's lawyers which will, with effect from the date of the Sublessor's Notice of Variation, vary this Sublease to incorporate the consequential variations to the terms and conditions of this Sublease as detailed in the Sublessor's Notice of Variation.

9.3 Repairs carried out by Sublessee

If any repairs to the Premises are required to be carried out by the Sublessor under this Sublease and Notice has been given to the Sublessor specifying the repairs required, the Sublessor shall carry out such repairs within a reasonable period of time having regard to the nature and extent of the works required.

Head Lessor's consent

KIMBERLEY PORTS AUTHORITY (ABN 56 780 427 150) a body corporate constituted pursuant to the provisions of the Port Authorities Act 1999 (WA) (as amended) of Lot 549 Port Drive, Broome, Western Australia 6725 (**Head Lessor**) consents to the document to which this form of consent is attached (**Sublease**) on the following terms and conditions which apply notwithstanding any other provision of the Sublease:

1. The Head Lessor's consent:
 - (a) does not authorise any further sublease, assignment, renewal, variation, extension or mortgage by the Sublessor or the Sublessee (except in respect of the Further Term);
 - (b) is without prejudice to the exercise by the Head Lessor of any of its rights, remedies and powers contained or implied in the Head Lease; and
 - (c) is without prejudice to the obligations of the Sublessor to observe and perform the covenants, agreements and obligations contained or implied in the Head Lease or imposed by law to be observed and performed by the Sublessor (**Sublessor's Head Lease Covenants**).
2. The Head Lessor's consent is given in reliance on the following representations and warranties hereby made by the Sublessor:
 - (a) the Sublease is not inconsistent in its terms with any of the covenants, terms and conditions contained in the Head Lease; and
 - (b) the permitted use of the Premises is consistent with the approved uses under the Head Lease.
3. Except as expressly or by necessary implication varied by the terms and conditions of the Sublease and without affecting in any way the Sublessor's obligation to the Head Lessor to observe and perform all of the covenants, agreement and obligations contained or implied in the Head Lease to be observed and performed by the Sublessor in respect of the Premises.
4. The Sublessee must not impede the exercise of any rights, remedies or powers in favour of the Head Lessor contained or implied in the Head Lease or granted by law.
5. The Sublessee indemnifies the Head Lessor against all claims, demands, losses, damages, costs and expenses for which the Head Lessor becomes liable in respect of loss or damage to property or death or injury of any nature or kind and however or wherever sustained resulting from an act or omission of the Sublessee or caused or contributed to by the use or occupancy of the Premises.
6. The right of the Sublessee to hold over after the expiry of the Sublease will be subject to the Head Lease not having expired or having been determined and any holding over period by the Sublessee is limited to a total period of six (6) months after which time the Sublease will automatically be determined.
7. The Head Lessor will not be liable to the Sublessee for:
 - (a) the Sublessor's failure to observe or perform the Sublessor's Head Lease Covenants; or
 - (b) failure to enforce observance or performance of the Sublessor's Head Lease Covenants.
8. The Sublessee must obtain the Head Lessor's consent to any renewal of the Sublease, which consent will only be granted if there is no subsisting breach of the Sublease, the Sublessee executes

a deed of renewal in a form approved of by the Head Lessor's lawyers and the Sublessee pays the Head Lessor's lawyers and managing agent's costs and expenses in relation to reviewing, advising on and processing the renewal documentation.


9. The Sublessee acknowledges that the prior written consent, which consent is to be sought by making application to the Head Lessor's managing agent, of the Head Lessor must be obtained to any assignment and that assignment must be evidenced by a deed of assignment reviewed and approved of by the Head Lessor's lawyers at the Sublessee's cost in all respects and the Sublessee acknowledges that the Head Lessor may decline to consent to any such assignment if there is a subsisting breach of the Sublease at the date of the Sublessee's application for consent and the Sublessee must pay the Head Lessor's managing agent's fees in relation to any assignment.
10. If the term of the Head Lease expires or is terminated by either the Head Lessor or the Sublessor in a manner permitted by the Head Lease, the Extended Term of the Sublease will automatically be terminated with effect from the date of expiry or termination of the Head Lease and the Lessor will be entitled to enter into possession of the Premises and the Sublessee will have no claim whatsoever against the Head Lessor in respect of such termination and entry into possession.
11. The Sublessee hereby irrevocably appoints the Head Lessor and each of the Head Lessor's authorised officers, jointly and severally, as the agent and attorney of the Sublessee to surrender or withdraw any absolute caveat and any subject to claim caveat which has not been withdrawn within seven (7) days of the assignment, or expiry, of the Extended Term, and all costs incurred by the Lessor in doing so must be borne and paid by the Sublessee.
12. The Sublessee must pay the Head Lessor's costs of and incidental to the review of the Sublease and the preparation of this form of consent and the Head Lessor's managing agent's costs of and incidental to the processing of the Sublease.
13. Words and phrases used as defined terms, but not defined, in this form of consent have the meaning given to them in the Sublease.
14. The Sublessee and the Sublessor each acknowledge and agree to the above terms and conditions on which the Head Lessor has consented to the Sublease.

THIS CONSENT IS EXECUTED 22nd day of JUNE

2022
2021

THE common seal of the Kimberley Ports Authority (ABN 56 780 427 150) was affixed in accordance with section 134 of the Port Authorities Act 1999 (WA) in the presence of –


Signature of Chief Executive Officer


Signature of Director



LUKE WESTLAKE
Name of Chief Executive Officer (print full name)

KYLIE BARTLE
Name of Director (print full name)

THE common seal of the Shire of Derby/West Kimberley is affixed in the presence of -

GEOFF HAEREN

Signature of President

RONNIE DEXTER

Signature of Chief Executive Officer

2022/7



Name of President (print)

Name of Chief Executive Officer (print)

Executed by MPA Fish Farms Pty Ltd (ACN 108 494 079) in accordance with section 127(2) of the Corporations Act:

Signature of director/ secretary

Signature of director

company secretary

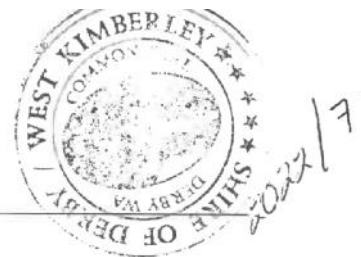
ANDREAS VON SCHULTEN

Name of director/company secretary

HELEN CHOW

Name of director company secretary

Signing page



EXECUTED

2021

THE COMMON SEAL of the Shire of Derby/West Kimberley is affixed in the presence of -

GEOFF HAERLEMAN

Signature of President

[Signature]

Name of President (print)

ARMANDA DEXTER

Signature of Chief Executive Officer

[Signature]

Name of Chief Executive Officer (print)

Executed by MPA Fish Farms Pty Ltd (ACN 108 494 079) in accordance with section 127(2) of the Corporations Act:

[Signature]

Signature of director/ secretary

ANDREAS VON SCHOLTEN

Name of director/company secretary

[Signature]

Signature of director

company secretary

HELEN CROW

Name of director company secretary

Notes:
 HORIZONTAL DATA ASSUMED.
 VERTICAL DATA NOT PROVIDED.
 ALL MEASUREMENTS ARE IN FEET/INCHES.
 DIMENSIONS ARE APPROXIMATE AND ARE SUBJECT TO SURVEY.

LEASE AREAS:

- LEASE AREA 1:** 27.6' x 27.6' = 763.36 sq. ft.
- LEASE AREA 2:** 27.6' x 27.6' = 763.36 sq. ft.
- LEASE AREA 3:** 12.6' x 12.6' = 158.76 sq. ft.
- LEASE AREA 4:** 21.67' x 21.67' = 470.59 sq. ft.
- LEASE AREA 5:** 12.6' x 12.6' = 158.76 sq. ft.

Table 1: Lease Areas Summary

LEASE AREA	DATE	SIGNATURE	DATE	DATE
LEASE AREA 1	12/17/08	12/17/08	12/17/08	12/17/08
LEASE AREA 2	12/17/08	12/17/08	12/17/08	12/17/08
LEASE AREA 3	12/17/08	12/17/08	12/17/08	12/17/08
LEASE AREA 4	12/17/08	12/17/08	12/17/08	12/17/08
LEASE AREA 5	12/17/08	12/17/08	12/17/08	12/17/08

Table 2: Lease Areas Summary

LEASE AREA	DATE	SIGNATURE	DATE	DATE
LEASE AREA 1	12/17/08	12/17/08	12/17/08	12/17/08
LEASE AREA 2	12/17/08	12/17/08	12/17/08	12/17/08
LEASE AREA 3	12/17/08	12/17/08	12/17/08	12/17/08
LEASE AREA 4	12/17/08	12/17/08	12/17/08	12/17/08
LEASE AREA 5	12/17/08	12/17/08	12/17/08	12/17/08

Lease Areas 2 & 3, Derby Wharf Area
Derby, WA 6728
Our Reference: 15199053



APPENDIX 4
INSTRUCTIONS/PURCHASE ORDER



**Shire of Derby /
West Kimberley**

SHIRE OF DERBY / WEST KIMBERLEY

ABN: 99 934 203 062
COUNCIL OFFICE: LOCH STREET DERBY
PO BOX 94, DER BY, WA 6728
Telephone: (08) 9191 0999
Facsimile: (08) 9191 0998
Email: accounts@sdwk.wa.gov.au
Office Hours: Mon - Fri 8.00 am - 4.00 pm

Purchase Order 76692

Order Number must be quoted on all packing slips and invoices

Page 1 of 1

Date 05/09/2022

Required By 05/09/2022

Fax To

To : **OPTEON PROPERTY GROUP PTY LTD
FIRST FLOOR 68-70 GHERINGHAP STREET.
GEELONG VIC 320**

Quantity	Description	Reference	Unit Value	Line Value
1.00	Jetty Lease Areas 2 and 3 for the MPA Lease		\$1,980.00	\$1,980.00
			Order Value	\$1,980.00

Deliver To :

Authorised Signature :

Neil Hartley - Director of Strategic Business, Deputy CE

11.3 CHIEF EXECUTIVE OFFICER ANNUAL LEAVE/ ACTING CHIEF EXECUTIVE OFFICER ARRANGEMENTS**File Number:** 5355**Author:** Sarah Smith, Executive Services Coordinator**Responsible Officer:** Amanda Dexter, Chief Executive Officer**Authority/Discretion:** Executive**SUMMARY**

For Council to approve a request from the Chief Executive Officer to take annual leave from the 21 December 2022 to 15 January 2023 inclusive and to appoint an Acting CEO for the duration.

DISCLOSURE OF ANY INTEREST

The CEO declares a financial interest as they are the person requesting the leave.

BACKGROUND

The CEO is requesting leave for the Shire of Derby/West Kimberley office Christmas closure from 21 December 2022 to 15 January 2022 inclusive and has adequate leave and time and lieu provision to do so.

STATUTORY ENVIROMENT

S. 5.36 (*Local government employees*) of the Local Government Act 1995 requires that every local government employs a Chief Executive Officer.

S. 5.39 (*Contracts for CEO and senior employees*) permits a Council to appoint a person to act in the position of a CEO for a term not exceeding one year without a written contract for that position.

POLICY IMPLICATIONS

Nil.

FINANCIAL IMPLICATIONS

The Acting CEO will receive a higher duties allowance during the term. Provision has been made in the 2021/22 Annual Budget for the CEO's Leave and this allowance.

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
Business Interruption: Not appointing an acting CEO will limit the Shire's capacity to satisfactorily manage the organisation and undertake the Council's directions.	Rare	Major	Low	Appoint a suitably qualified A/CEO to support operations and efficient decision making.

CONSULTATION

Shire President.

COMMENT

The CEO has requested leave from 21 December 2022 to 15 January 2022 inclusive adequate Annual Leave is accrued to take the requested leave.

It is a requirement under the Local Government Act that an Acting Chief Executive Officer be appointed during these periods of absence.

The Director of Development and Technical Services is adequately qualified and will provide sound support and strategic direction if required, during the CEO's absence.

VOTING REQUIREMENT

Simple majority

ATTACHMENTS

Nil

RECOMMENDATION

That Council:

- 1. Approve the executive and annual leave of the Chief Executive Officer, Amanda Dexter for the period commencing on the 21 December 2022 to 15 January 2023, inclusive;**
- 2. Appoint the Director of Development and Technical Services, Wayne Neate, as the Acting Chief Executive Officer for the period from 21 December 2022 to 15 January 2023, inclusive; and**
- 3. Approve the payment of higher duties to the Director of Development and Technical Services, equivalent to the current CEO, during this period.**

12 CORPORATE SERVICES

Nil

13 TECHNICAL SERVICES

Nil

14 DEVELOPMENT SERVICES

14.1 MAKING THE NEW PARKING LOCAL LAW 2022

File Number: LL/1

Author: Wayne Neate, Director Technical and Development Services

Responsible Officer: Amanda Dexter, Chief Executive Officer

Authority/Discretion: Legislative

SUMMARY

This item is for Council to consider adopting the proposed new Parking Local Law 2022 which has been revised by the Department of Local Government to control parking throughout the towns and on verges.

DISCLOSURE OF ANY INTEREST

Nil by Author and Responsible Officer.

BACKGROUND

During the Ordinary Council Meeting on 25 March 2021 (minute number 23/21), Council instructed the Chief Executive Officer to develop Parking Local Laws as the Shire does not currently have any or any means for penalising someone for parking on the verges rather than a carpark.

RESOLUTION 23/21

Moved: Cr Paul White

Seconded: Cr Andrew Twaddle

That Council;

1. Endorse the plan to convert the grassed areas of verge into mulched garden beds with strategically placed rocks to prevent the issues of parking on the verge.
2. Advise the Western Australian Country Health Service of the intention to convert the grassed areas to garden beds.
3. Instruct the Chief Executive Officer to work with the Derby Landcare group to undertake planting of the verge areas with local native plants suitable to not cause sight issues for traffic entering or exiting the various hospital entries.
4. Instruct the Chief Executive Officer to develop Parking Local Laws as part of the overall review of Local Laws.

In Favour: Crs Geoff Haerewa, Paul White, Geoff Davis, Chris Kloss, Andrew Twaddle, Rowena Mouda, Pat Riley and Keith Bedford

Against: Nil

CARRIED 8/0

The issue of parking on the verge around the hospital in particular, has been ongoing for several years and has been raised as an issue by the Derby Health Advisory Committee (DHAC) along with

the Shire Road Wise Committee. The issue of people parking on the verge becomes a hazard for any vehicles including the ambulances trying to exit the carparks and view oncoming traffic.

The garden beds have now been modified to try and prevent this from occurring with strategically placed rocks and plants to promote it as a garden bed rather than a parking area. At the same time the Hospital has developed their block across the road to become a semi-secure parking area.

Following on from this Council at its meeting on the 9th December 2021 moved to adopt a draft Local Law and advertise accordingly (minute number 167/21):

RESOLUTION 167/21

Moved: Cr Paul White

Seconded: Cr Linda Evans

That Council;

- 1. In accordance with sections 3.12(3)(a) and (3a) of the Local Government Act 1995, State wide and local public notice be given stating that;**
 - (a) It is proposed to make a Shire of Derby/West Kimberley Parking Local Law, and a summary of its purpose and effect;**
 - (b) Copies of the proposed local law may be inspected at the Shire offices and website;**
 - (c) Submissions about the proposed local law may be made to the Shire within a period of not less than six weeks after the notice is given;**
- 2. In accordance with s3.12(3)(b) of the Act, as soon as the notice is given, a copy of the proposed local law be sent to the Minister for Local Government;**
- 3. In accordance with s3.12(3)(c) of the Act, a copy of the proposed local law be supplied to any person requesting it; and**
- 4. The results of the public consultation be presented to Council for consideration of any submissions received.**

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

Against: Nil

CARRIED 8/0

All of the items contained within this minute have now been completed.

STATUTORY ENVIRONMENT

Local Government Act 1995 – S 3.12 Provision of Making Local Laws.

POLICY IMPLICATIONS

There are no known policies or policy implications relating to this item.

FINANCIAL IMPLICATIONS

There will be costs associated with the preparation of the local law and required publication in the Government Gazette, with costs estimated to be approximately \$2,500.

Costs have already been incurred with advertising in the Western Australian and Broome Advertiser in last financial year.

STRATEGIC IMPLICATIONS

GOAL	OUR PRIORITIES	WE WILL
1. Leadership and Governance	1.1 Collaboration and partnership	1.1.1 Engage with our communities
2. Community	2.1 Safe Communities	2.4.2 Collaborate with key agencies, groups and service providers to improve community services, programs and facilities
3. Economy	3.1 Industry and business development and growth	3.1.4 Support industries, service providers and businesses in attracting and retaining workers and their families
4. Environment	4.2 Liveable Communities	4.2.3 Encourage and facilitate the maintenance and development of infrastructure that connects our communities

RISK MANAGEMENT CONSIDERATIONS

RISK	LIKELIHOOD	CONSEQUENCE	RISK ANALYSIS	MITIGATION
Legal & Compliance: Minor legal implications, non-compliance and breach of regulations.	Unlikely	Minor	Low	Council to ensure that the draft Local Laws are consistent with standard permission similar to other Local Governments.

CONSULTATION

The Shire has advertised locally and state-wide inviting submissions from the public. There were no public submissions received regarding the draft Local Law.

The draft Local Law was sent to the Minister for feedback and the following advice was received;

1. Amendments to taxi legislation
 - The Department is aware that recently, amendments were made to State taxi legislation.
 - Several definitions in the local law refer to taxi legislation and the Shire should ensure that these definitions still fit the Shire's purposes.
2. Reference to Australian Standards
 - The definition of "symbol" refers to an Australian Standard.
 - The use of Australian Standards is problematic, since these documents are not always freely or easily available to the public.

While the Parliament has been willing to allow local laws to contain references to Australian Standards, this is subject to the requirements that:

- The complete title of the Standard be used at least once, either in the applicable clause or in the definitions area;
- The citations of the Standard must be accurate; and
- The Shire must keep information on their website indicating where a free copy of the Standard is available for viewing (either at the Shire office or at some other location).

If the Shire retains the reference to the Standard, the Parliament's Delegated Legislation Committee may make inquiries as to how the requirements have been met.

3. Infringement notices

- Last year, the State Government amended the Fines, Penalties and Infringements Notices Enforcement Act. Consequential amendments were also made to the infringement notices in the Local Government Act 1995.
- It is suggested that the local law be amended so it refer to the template infringement notices in the LGA, since these will always be updated to contain language that is consistent with the FPINE Act.

4. Minor edits

The following minor edits are suggested:

- While the Shire's name is generally listed with a slash on public documents, the name tends to be listed with a dash in legislation. Accordingly, it is suggested that all reference to "Derby/West Kimberley" be replaced with "Derby-West Kimberley".
- It would be advisable for the Shire to include a contents page, due to the local law's length. If the Shire chooses to do this, it would be best for the contents to avoid page numbers as this will likely clash with the existing numbering system in the Government Gazette. So long as the contents includes the clause names and clause numbers, this will be sufficient to navigate the document.
- Enacting provision: The date in this provision should be the date of the meeting when the council resolves to approve the final draft and publish it in the Gazette. The Shire should delete "25 November 2021" and insert the applicable date once known.
- Clause 1.4: The definition for "disability parking permit" appears to have two sentences. It is possible one of these sentences is unnecessary. If the Shire opts to retain them, each sentence should be assigned a paragraph designation.
- Schedule 1: Each fifty items of so, the schedule is split by column titles. Only one set of column titles is necessary.
- The Department has checked all cross-references and they appear to be correct. However, the Shire should also do its own checks and ensure they are accurate.

Minister's Directions – pursuant to s 3.12(7) of the Local Government Act 1995 –

Please note: once the Shire has published a local law in the Government Gazette, the Shire must comply with the requirements of the Minister's Local Laws Explanatory Memoranda Directions 2010. The Shire must, within 10 working days of the Gazettal publication date, forward the signed Explanatory Memoranda material to the Committee at the current address.

COMMENT

The local law draws heavily on the provisions of the Road Traffic Code, particular with respect to how certain matters are defined and applied in thoroughfares. In summary, the draft local law has sufficient scope to deal with any parking issues that may arise in the Shire. In addition, the draft contains provisions which relate to paid parking. This does not mean the Shire must establish paid parking or metered zones; simply that it has the ability to do so in the future.

With no comments from the public and with the amendments made as per the advice of the Minister's office it is therefore recommended that Council adopt the Parking Local Law 2021.

VOTING REQUIREMENT

Absolute majority

ATTACHMENTS

1. SDWK Parking Local Law DRAFT 2022  

RECOMMENDATION

That Council In accordance with section 3.12(4) of the Local Government Act 1995, make the Parking Local Law 2022:

1. Instruct officers In accordance with section 3.12(5) of the Local Government Act 1995 to publish the Parking Local Law 2022 in the *Government Gazette*;
2. Instruct officers In accordance with section 3.12(5) of the Local Government Act 1995 to write to the Minister for Local Government in accordance with the Department of Local Government requirements and;
3. In accordance with sections 3.12(6) of the Local Government Act 1995 after its publication in the *Government Gazette*, local public notice be given;
 - a) stating the title of the Parking Local Law 2022;
 - b) summarizing the purpose and effect of the Parking Local Law 2022 (specifying the day on which it comes into operation); and
 - c) advising that the Parking Local Law 2022 is published on the Shire's official website and provide copies of the Local Law at the Shire offices for inspection or for the public to obtain a copy.

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LOCAL GOVERNMENT ACT 1995**SHIRE OF DERBY-WEST KIMBERLEY****PARKING LOCAL LAW 2022**

Under the powers conferred by the *Local Government Act 1995* and under all other powers enabling it, the Council of the Shire of Derby-West Kimberley resolved on [DATE] to make the following local law.

PART 1—DEFINITIONS AND OPERATION**1.1 Citation**

This local law may be cited as the *Shire of Derby-West Kimberley Parking Local Law 2022*.

1.2 Application

- (1) Subject to subclause (2), this local law applies throughout the district.
- (2) This local law does not apply to a parking facility or a parking station that is not occupied by the Shire, unless the Shire and the owner or occupier of that facility or station have agreed in writing that this local law will apply to that facility or station.
- (3) The agreement referred to in subclause (2) may be made on such terms and conditions as the parties may agree.

1.3 Commencement

This local law will come into operation on the fourteenth day after the day on which it is published in the *Government Gazette*.

1.4 Interpretation

In this local law unless the context otherwise requires:

Act means the *Local Government Act 1995*;

Authorised person means a person authorised by the local government under section 9.10 of the Act to perform any of the functions of an authorised person under this local law;

Authorised vehicle means a vehicle authorised by the local government, Chief Executive Officer, authorised person or by any written law to park on a thoroughfare or parking facility;

Bicycle has the meaning given to it by the Code;

Bicycle lane has the meaning given to it by the Code

Bicycle path has the meaning given to it by the Code;

Bus has the meaning given to it by the Code;

Bus embayment has the meaning given to it by the Code;

Bus stop has the meaning given to it by the Code;

Bus zone has the meaning given to it by the Code;

Caravan has the meaning given to it by the *Caravans Parks and Camping Grounds Act 1995*;

Carriageway has the same meaning given to it in the Code;

Centre in relation to a carriageway, means a line or a series of lines, marks or other indications:

- (a) for a two-way carriageway—placed so as to delineate vehicular traffic travelling in different directions; or
- (b) in the absence of any such lines, marks or other indications—the middle of the main, travelled portion of the carriageway;

Children crossing has the meaning given to it by the Code;

CEO means the Chief Executive Officer of the local government;

Code means the Road Traffic Code 2000;

Commercial vehicle means a motor vehicle constructed for the conveyance of goods or merchandise, or for the conveyance of materials used in any trade, business, industry or work whatsoever, other

than a motor vehicle for the conveyance of passengers, and includes any motor vehicle that is designed primarily for the carriage of persons, but which has been fitted or adapted for the conveyance of the goods, merchandise or materials referred to, and is in fact being used for that purpose;

Disability parking permit has the meaning given to it in the *Local Government (Parking for People with Disabilities) Regulations 2014*. A current document issued by National Disability Services Limited (CAN 008 445 485), consisting of an Australian Disability Parking Permit and ACROD (Australian Council for Rehabilitation of Disabled) Parking Program Card

District means the district of the local government;

Driver means any person driving or in control of a vehicle;

Edge line for a carriageway means a line marked along the carriageway at or near the far left or the far right of the carriageway;

Emergency vehicle has the meaning given to it by the Code;

Footpath has the meaning given to it by the Code;

GVM (which stands for gross vehicle mass) has the meaning given to it by the Code;

Loading zone means a parking stall which is set aside for use by commercial vehicles if there is a sign referable to that stall marked loading zone;

Local government means the Shire of Derby-West Kimberley;

Mail zone has the meaning given to it by the Code;

Median strip has the meaning given to it by the Code;

metered space means a section or part of a metered zone that is adjacent to a parking meter and that is marked or defined by painted lines or by metallic studs or similar devices for the purpose of indicating where a vehicle may be parked on payment of a fee or charge;

Metered zone means any thoroughfare or reserve, or part of any thoroughfare or reserve, in which parking meters regulate the parking of vehicles;

Motorcycle has the meaning given to it by the Code;

Motor vehicle means a self-propelled vehicle that is not operated on rails; and the expression includes a trailer, semi-trailer or caravan while attached to a motor vehicle, but does not include a power assisted pedal cycle;

Nature strip has the meaning given to it by the Code;

No parking area has the meaning given to it by the Code;

No parking sign means a sign with the words no parking in red letters on a white background, or the letter P within a red annulus and a red diagonal line across it on a white background;

No stopping area has the meaning given to it by the Code;

No stopping sign means a sign with the words no stopping or no standing in red letters on a white background or the letter S within a red annulus and a red diagonal line across it on a white background;

Obstructing means causing or allowing a motor vehicle, trailer, or other object to stand on a road in such a way that it is likely to impede other road users;

Occupier has the meaning given to it by the Act;

Owner:

(a) where used in relation to a vehicle licensed under the **Road Traffic Act 1974**, means the person in whose name the vehicle has been registered under that Act;

(b) where used in relation to any other vehicle, means the person who owns, or is entitled to possession of that vehicle; and

(c) where used in relation to land, has the meaning given to it by the Act;

Painted island has the meaning given to it by the Code;

Park has the meaning given to it by the Code;

Parking area has the meaning given to it by the Code;

Parking control sign has the same meaning given it by the Code;

parking facility includes land, buildings, shelters, metered zones, metered spaces, parking stalls and other facilities open to the public generally for the parking of vehicles with or without charge and signs, notices and facilities used in connection with the parking of vehicles;

Parking meter includes the stand on which the meter is erected and a ticket issuing machine;

Parking region means the whole of the district except:

- (a) the approach and departure prohibition areas of all existing and future traffic control signal installations as determined by the Commissioner of Main Roads;
- (b) prohibition areas applicable to all existing and future bridges and subways as determined by the Commissioner of Main Roads; and
- (c) any road which comes under the control of the Commissioner of Main Roads unless the control of parking and parking facilities on that road is carried out subject to the control and direction of the Commissioner of Main Roads or has been delegated by the Commissioner to the Shire;

parking stall means a section or part of a thoroughfare or of a parking station which is marked or defined by painted lines, metallic studs, coloured bricks or pavers or similar devices for the purpose of indicating where a vehicle may be parked, but does not include a metered space;

Parking station means any land, or structure provided for the purpose of accommodating vehicles with or without charge, but does not include a metered zone or metered space;

Path has the same meaning given to it by the Code;

Pedestrian crossing has the meaning given to it by the Code;

Public bus has the same meaning given to it by the Code;

Public place means any place to which the public has access whether or not that place is on private property;

Reserve means any land:

- (a) which belongs to the local government;
- (b) of which the local government is the management body under the *Land Administration Act 1997*; or
- (c) which is an otherwise unvested facility within section 3.53 of the Act;

Road means a highway, road, street, lane, thoroughfare, way or similar place within the parking region which the public is allowed to use and includes the road verge and any footway within it;

Road Traffic Act means the *Road Traffic Act 1974*;

Schedule means a Schedule to this local law;

Shared zone has the meaning given to it by the Code;

sign includes a traffic sign, inscription, road marking, mark, structure or device approved by the local government on which may be shown words, numbers, expressions or symbols, and which is placed on or near a thoroughfare or within a parking station or reserve for the purpose of prohibiting, regulating, guiding, directing or restricting the parking of vehicles;

Special purpose vehicle has the meaning given to it by the Code;

Stop in relation to a vehicle means to stop a vehicle and permit it to remain stationary, except for the purposes of avoiding conflict with other traffic or of complying with the provisions of any law;

Symbol includes any symbol specified by Australian Standard 1742: Manual of Uniform Traffic Control Devices: AS 11-1989: Parking Controls and any symbol specified from time to time by Standards Australia for use in the regulation of parking and any reference to the wording of any sign in this local law shall be also deemed to include a reference to the corresponding symbol;

Taxi means a taxi within the meaning of the *Road Traffic Code 2000*;

Taxi zone has the meaning given to it by the Code;

Thoroughfare has the meaning given to it by the Act;

ticket issuing machine means a parking meter which issues, as a result of money being inserted in the machine or such other form of payment as may be permitted to be made, a ticket showing the period during which it shall be lawful to remain parked in a metered space to which the machine is referable;

Traffic island has the meaning given to it by the Code;

Trailer has the meaning given to it by the Code;

Vehicle has the meaning given to it by the Code; and

Verge has the same meaning as nature strip.

1.5 Application of particular definitions

- (1) For the purposes of the application of the definitions 'no parking area' and 'parking area' an arrow inscribed on a traffic sign erected at an angle to the boundary of the carriageway is

deemed to be pointing in the direction in which it would point, if the signs were turned at an angle of less than 90 degrees until parallel with the boundary.

- (2) Unless the context otherwise requires, where a term is used, but not defined, in this local law, and that term is defined in the *Road Traffic Act 1974* or in the Code, then the term shall have the meaning given to it in that Act or the Code.

1.6 Application and pre-existing signs

- (1) Subject to subclause (2), this local law applies to the parking region.
- (2) This local law does not apply to a parking facility or a parking station that is not occupied by the local government, unless the local government and the owner or occupier of that facility or station have agreed in writing that this local law will apply to that facility or station.
- (3) The agreement referred to in subclause (2) may be made on such terms and conditions as the parties may agree.
- (4) A sign that:
 - (i) was erected by the local government or the Commissioner of Main Roads prior to the coming into operation of this local law; and
 - (ii) relates to the parking of vehicles within the parking region, shall be deemed for the purposes of this local law to have been erected by the local government under the authority of this local law.
- (5) An inscription or symbol on a sign referred to in subclause (4) operates and has effect according to its tenor, and where the inscription or symbol relates to the stopping of vehicles, it shall be deemed for the purposes of this local law to operate and have effect as if it related to the parking of vehicles.
- (6) The provisions of Parts 2, 3, 4 and 5 do not apply to a bicycle parked at a bicycle rail or bicycle rack.

1.7 Classes of vehicles

For the purpose of this local law, vehicles are divided into classes as follows:

- (a) buses;
- (b) commercial vehicles;
- (c) motorcycles and bicycles;
- (d) taxis; and
- (e) all other vehicles.

1.8 Part of thoroughfare to which sign applies

Where under this local law the parking of vehicles in a thoroughfare is controlled by a sign, the sign shall be read as applying to that part of the thoroughfare which:

- (a) lies beyond the sign;
- (b) lies between the sign and the next sign beyond that sign; and
- (c) is on that side of the thoroughfare nearest to the sign.

1.9 Powers of the local government

The local government may, by resolution, prohibit or regulate by signs or otherwise, the stopping or parking of any vehicle or any class of vehicles in any part of the parking region but must do so consistently with the provisions of this local law.

PART 2—METERED ZONES**2.1 Determination of metered zones**

- (1) The local government may by resolution, constitute, determine and vary and also indicate by signs, metered spaces and metered zones.
- (2) In respect of metered spaces and metered zones the local government may determine, and may indicate by signs:
 - (a) permitted times and conditions of parking depending on and varying with the locality;
 - (b) classes of vehicles which are permitted to park;
 - (c) the amount payable for parking; and
 - (d) the manner of parking.
- (3) Where the local government makes a determination under subsections (1) or (2) it shall erect signs to give effect to the determination.

2.2 Parking fee to be paid

Subject to clause 2.5, a person shall not park a vehicle in a metered space unless the appropriate fee as indicated by a sign on the parking meter referable to the space is inserted into the parking meter.

2.3 Limitation on parking in metered space

The payment of a fee under clause 2.2 shall entitle a person to park the vehicle in a metered space for the period shown on the parking meter, but does not authorise the parking of the vehicle during any time when parking in that space may be prohibited in accordance with this local law.

2.4 No parking when meter is expired

Subject to clause 2.5, a person shall not leave or permit a vehicle to remain parked in a metered space during the hours when a fee is payable to park the vehicle in the space when the parking meter referable to that space exhibits the sign 'Expired' or a negative time.

2.5 Suspension of requirement to pay fee

- (1) The local government may, by resolution, declare that the provisions of clauses 2.2 and 2.4 shall not apply during the periods and days specified.
- (2) Where the local government makes a determination under subsection (1) it shall erect signs to give effect to the determination.

2.6 Vehicles to be within metered space

Subject to subclause (b):

- (a) A person shall not park a vehicle in a metered space in a thoroughfare otherwise than parallel to and as close to the kerb as practicable and wholly within the space, provided that where a metered space is set out otherwise than parallel to the kerb the vehicle need only park wholly within the space.
- (b) If a vehicle is too long or too wide to fit completely within a single metered space then the person parking the vehicle shall do so within the minimum number of metered spaces needed to park that vehicle.
- (c) A person shall not park a vehicle partly within and partly outside a metered zone.

2.7 Permitted insertions in parking meters

- (1) A person shall not insert into a parking meter anything other than the designations of coin or banknote or such other permitted form of payment indicated by a sign on the parking meter.
- (2) The insertion of a coin or banknote into any parking meter or the making of payment in such other form as may be permitted shall be effected only in accordance with the instructions printed on that particular meter.

2.8 Parking ticket to be clearly visible

A driver of a vehicle left parked in a metered zone which is regulated by a ticket issuing machine shall on purchasing a ticket from the machine for a period of parking, place the ticket inside the vehicle in such a position that the ticket is clearly visible to and the expiry time or time for which the ticket remains valid is able to be read by an authorised person examining the ticket from outside the vehicle.

2.9 One vehicle per metered space

A person shall not park or attempt to park a vehicle in a metered space in which another vehicle is parked.

2.10 No parking when hood on meter

Notwithstanding any other provision of this local law and notwithstanding any other sign or notice, a person shall not park a vehicle in a metered space if the parking meter referable to such metered space has a hood marked 'No Parking', 'Reserved Parking' or 'Temporary Bus Stand' or equivalent symbols depicting these purposes except with the permission of the local government or an authorised person.

PART 3—PARKING STALLS AND PARKING STATIONS**3.1 Determination of parking stalls and parking stations**

- (1) The local government may, by resolution, constitute, determine and vary:
 - (a) parking stalls;
 - (b) parking stations;
 - (c) permitted time and conditions of parking in parking stalls and parking stations which may vary with the locality;
 - (d) permitted classes of vehicles which may park in parking stalls and parking stations;
 - (e) permitted classes of persons who may park in specified parking stalls or parking stations; and
 - (f) the manner of parking in parking stalls and parking stations.
- (2) Where the local government makes a determination under subsection (1) it shall erect signs to give effect to the determination

3.2 Vehicles to be within parking stall on thoroughfare

- (1) Subject to subclause (2), (3) and (4), a person shall not park a vehicle in a parking stall in a thoroughfare otherwise than:
 - (a) parallel to and as close to the kerb as is practicable;
 - (b) wholly within the stall; and

- (c) headed in the direction of the movement of traffic on the side of the thoroughfare in which the stall is situated.
- (2) Subject to subclause (3) where a parking stall in a thoroughfare is set out otherwise than parallel to the kerb, then a person must park a vehicle in that stall wholly within it.
- (3) If a vehicle is too long or too wide to fit completely within a single parking stall then the person parking the vehicle shall do so within the minimum number of parking stalls needed to park that vehicle.
- (4) A person shall not park a vehicle partly within and partly outside a parking area.

3.3 Payment of fee to park in parking station

A person shall not park a vehicle or permit a vehicle to remain parked in any parking station during any period for which a fee is payable unless:

- (a) in the case of a parking station having an authorised person on duty, the appropriate fee is paid when demanded; or
- (b) in the case of a parking station equipped with parking meters, the appropriate fee is inserted in the meter or the required payment is made in such other form as may be permitted.

3.4 Suspension of parking station restrictions

- (1) The local government may, by resolution, declare that the provisions of clause 3.3 do not apply during periods on particular days in relation to particular parking stations as specified.
- (2) Where the local government makes a determination under subsection (1) it shall erect signs to give effect to the determination.

3.5 Vehicle not to be removed until fee paid

A person shall not remove a vehicle which has been parked in a parking station until the fee associated with parking that vehicle in the parking station has been paid in full.

3.6 Entitlement to receipt

A person paying a fee at a parking station is to be entitled to receive a receipt on demand showing the period of parking covered by such payment and the amount of the fee paid.

3.7 Parking ticket to be clearly visible

A driver of a vehicle in a parking station which is equipped with a ticket issuing machine shall on purchasing a ticket from the machine for a period of parking, place the ticket inside the vehicle in such a position that the ticket is clearly visible to and the expiry time or time for which the ticket remains valid is able to be read by an authorised person examining the ticket from outside the vehicle.

3.8 Parking prohibitions and restrictions

- (1) A person shall not:
 - (a) park a vehicle so as to obstruct an entrance to, or an exit from a parking station, or an access way within a parking station;
 - (b) except with the permission of the local government or an authorised person park a vehicle on any part of a parking station contrary to a sign referable to that part;
 - (c) permit a vehicle to park on any part of a parking station, if an authorised person directs the driver of such vehicle to move the vehicle; or
 - (d) park or attempt to park a vehicle in a parking stall in which another vehicle is parked but this paragraph does not prevent the parking of a motorcycle and a bicycle together in a stall marked 'M/C', if the bicycle is parked in accordance with subclause (2).

- (2) No person shall park any bicycle:
 - (a) in a parking stall other than in a stall located against a kerb and marked 'M/C'; and
 - (b) in such stall other than parked against the kerb.
- (3) Notwithstanding the provisions of subclause (1)(b) a driver may park a vehicle in a permissive parking stall or station (except in a parking area for people with disabilities) for twice the length of time allowed, provided that:
 - (a) the driver's vehicle displays a valid disability parking permit;
 - (b) a person with disabilities to which that permit relates is either the driver of or a passenger in the vehicle; and
 - (c) any disability permit displayed must be clearly displayed from inside the vehicle in such a position that the permit is clearly visible to, and in a manner that enables the expiry date and permit number to be clearly visible to an authorised person examining the permit from outside the vehicle.

PART 4—PARKING GENERALLY

4.1 Restrictions on parking in particular areas

- (1) Subject to subclause (2), a person shall not park a vehicle in a thoroughfare or part of a thoroughfare, or part of a parking station:
 - (a) if by a sign it is set apart for the parking of vehicles of a different class;
 - (b) if by a sign it is set apart for the parking of vehicles by persons of a different class; or
 - (c) during any period when the parking of vehicles is prohibited by a sign.
- (2) (a) This subclause applies to a driver if:
 - (i) the driver's vehicle displays a Disability Parking Permit; and
 - (ii) a disabled person to which the Disability Parking Permit relates is either the driver of the vehicle or a passenger in the vehicle.
- (b) The driver may park a vehicle in a thoroughfare or a part of a thoroughfare or part of a parking station, except in a thoroughfare or a part of a thoroughfare or part of a parking station to which a disability parking permit sign relates for twice the period indicated on the sign.
- (3) A person shall not park a vehicle:
 - (a) in a no parking area; or
 - (b) in a parking area, except in accordance with signs associated with the parking area and with this local law.
- (4) A person shall not, without the prior permission of the local government, the CEO, or an authorised person, park a vehicle in an area designated by a sign stating 'Authorised Vehicles Only'.

4.2 Parking vehicle on a carriageway

- (1) A person parking a vehicle on a carriageway other than in a parking stall shall park it:
 - (a) in the case of a two-way carriageway, so that it is as near as practicable to and parallel with, the left boundary of the carriageway and headed in the direction of the movement of traffic on the side of the thoroughfare on which the vehicle is parked;

- (b) in the case of a one-way carriageway, so that it is as near as practicable to and parallel with either boundary of the carriageway and headed in the direction of the movement of traffic on the side of the thoroughfare on which the vehicle is parked;
 - (c) so that at least 3 metres of the width of the carriageway lies between the vehicle and the farther boundary of the carriageway, or any continuous line or median strip, or between the vehicle and a vehicle parked on the farther side of the carriageway;
 - (d) so that the front and the rear of the vehicle respectively is not less than 1 metre from any other vehicle, except a motorcycle without a trailer, or a bicycle parked in accordance with this local law; and
 - (e) so that it does not obstruct any vehicle on the carriageway, unless otherwise indicated on a parking regulation sign or markings on the roadway.
- (2) In this clause, 'continuous dividing line' means:
- (a) a single continuous dividing line only;
 - (b) a single continuous dividing line to the left or right of a broken dividing line; or
 - (c) 2 parallel continuous dividing lines.

4.3 When parallel and right-angled parking apply

Where a traffic sign associated with a parking area is not inscribed with the words 'angle parking' (or with an equivalent symbol depicting this purpose), then unless a sign associated with the parking area indicates, or marks on the carriageway indicate, that vehicles have to park in a different position, where the parking area is:

- (a) adjacent to the boundary of a carriageway, a person parking a vehicle in the parking area shall park it as near as practicable to and parallel with that boundary; and
- (b) at or near the centre of the carriageway, a person parking a vehicle in that parking area shall park it at approximately right angles to the centre of the carriageway in a manner that does not obstruct the carriageway.

4.4 When angle parking applies

- (1) This clause does not apply to:
 - (a) a passenger vehicle or a commercial vehicle with a mass including any load, of over three tonnes; or
 - (b) a person parking either a motor cycle without a trailer or a bicycle.
- (2) Where a sign associated with a parking area is inscribed with the words 'angle parking' (or with an equivalent symbol depicting this purpose), a person parking a vehicle in the area shall park the vehicle at an angle of approximately 45 degrees to the centre of the carriageway unless otherwise indicated by the inscription on the parking sign or by marks on the carriageway.

4.5 General prohibitions on parking

- (1) (a) This clause does not apply to a vehicle parked in a parking stall nor to a bicycle in a bicycle rack.
- (b) Subclauses (2) (c), (e) and (g) do not apply to a vehicle which parks in a bus embayment.
- (2) Subject to any law relating to intersections with traffic control signals, a person shall not park a vehicle so that any portion of the vehicle is:

- (a) on or adjacent to a median strip or painted island;
 - (b) obstructing a right of way, private drive or carriageway or so close as to deny a vehicle reasonable access to or egress from the right of way, private drive or carriageway;
 - (c) alongside or opposite any excavation, works, hoarding, scaffolding or obstruction on the carriageway, if the vehicle would obstruct traffic;
 - (d) on or within 10 metres of any portion of a carriageway bounded by a traffic island;
 - (e) on any portion of a footpath or pedestrian crossing;
 - (f) between the boundaries of a carriageway and any double longitudinal line consisting of two continuous lines or between a double longitudinal line consisting of a continuous line and a broken or dotted line and the boundary of a carriageway nearer to the continuous line, unless there is a distance of at least 3 metres clear between the vehicle and the double longitudinal line;
 - (g) on an intersection, except adjacent to a carriageway boundary that is not broken by an intersecting carriageway;
 - (h) within 1 metre of a fire hydrant or fire plug, or of any sign or mark indicating the existence of a fire hydrant or fire plug;
 - (i) within 3 metres of a public letter box, unless the vehicle is being used for the purposes of collecting postal articles from the pillar box; or
 - (j) within 10 metres of the nearer property line of any thoroughfare intersecting the thoroughfare on the side on which the vehicle is parked unless a sign or markings on the carriageway indicate otherwise.
- (3) A person shall not park a vehicle so that any portion of the vehicle is within 10 metres of the departure side of:
- (a) a sign inscribed with the words 'Bus Stop' or 'Hail Bus Here' (or with equivalent symbols depicting these purposes) unless the vehicle is a bus stopped to take up or set down passengers; or
 - (b) a children's crossing or pedestrian crossing.
- (4) A person shall not park a vehicle so that any portion of the vehicle is within 20 metres of the approach side of:
- (a) a sign inscribed with the words 'Bus Stop' or 'Hail Bus Here' (or with equivalent symbols depicting these purposes) unless the vehicle is a bus stopped to take up or set down passengers;
 - (b) a children's crossing or pedestrian crossing.
- (5) A person shall not park a vehicle so that any portion of the vehicle is within 20 metres of either the approach side or the departure side of the nearest rail of a railway level crossing.

4.6 Authorised person may order vehicle on thoroughfare to be moved

The driver of a vehicle shall not park that vehicle on any part of a thoroughfare in contravention of this local law after an authorised person has directed the driver to move it.

4.7 Authorised person may mark tyres

- (1) An authorised person may mark the tyres of a vehicle parked in a parking facility with chalk or any other non-indelible substance for a purpose connected with or arising out of his or her duties or powers.

- (2) A person shall not remove a mark made by an authorised person so that the purpose of the affixing of such a mark is defeated or likely to be defeated.

4.8 No movement of vehicles to avoid time limitation

- (1) Where the parking of vehicles in a parking facility is permitted for a limited time, a person shall not move a vehicle within the parking facility so that the total time of parking exceeds the maximum time allowed for parking in the parking facility.
- (2) Where the parking of vehicles in a thoroughfare is permitted for a limited time, a person shall not move a vehicle along that thoroughfare so that the total time of parking exceeds the maximum time permitted, unless the vehicle has first been removed from the thoroughfare for at least two hours.

4.9 No parking of vehicles exposed for sale and in other circumstances

A person shall not park a vehicle on any portion of a thoroughfare:

- (a) for the purpose of exposing it for sale;
- (b) if that vehicle is not licensed under the Road Traffic Act;
- (c) if that vehicle is a trailer or a caravan unattached to a motor vehicle; or
- (d) for the purpose of effecting repairs to it, other than the minimum repairs necessary to enable the vehicle to be moved to a place other than a thoroughfare.

4.10 Parking on private land

- (1) In this clause a reference to 'land' does not include land:
 - (a) which belongs to the local government;
 - (b) of which the local government is the management body under the *Land Administration Act 1997*;
 - (c) which is an 'otherwise unvested facility' within section 3.53 of the Act; or
 - (d) which is the subject of an agreement referred to in clause 1.7(2).
- (2) A person shall not park a vehicle on land without the consent of the owner or occupier of the land on which the vehicle is parked.
- (3) Where the owner or occupier of the land, by a sign referable to that land or otherwise, consents to the parking of vehicles of a specified class or classes on the land for a limited period, a person shall not park a vehicle on the land otherwise than in accordance with the consent.

4.11 Parking on reserves

No person other than an employee of the local government in the course of his or her duties or a person authorised by the local government shall drive or park a vehicle upon or over any portion of a reserve other than upon an area specifically set aside for that purpose.

4.12 Suspension of parking limitations for urgent, essential or official duties

- (1) Where by a sign the parking of vehicles is permitted for a limited time on a portion of a thoroughfare or parking facility, the local government, the CEO or an authorised person may, subject to the Code, permit a person to park a vehicle in that portion of the thoroughfare or parking facility for longer than the permitted time in order that the person may carry out urgent, essential or official duties.

- (2) Where permission is granted under subclause (1), the local government, the CEO or an authorised person may prohibit the use by any other vehicle of that portion of the thoroughfare or parking facility to which the permission relates, for the duration of that permission.

PART 5—PARKING AND STOPPING GENERALLY

5.1 No stopping and no parking signs, and yellow edge lines

- (1) A driver shall not stop on a length of carriageway, or in an area, to which a 'no stopping' sign applies.
- (2) A driver shall not stop on a length of carriageway or in an area to which a 'no parking' sign applies, unless the driver:
 - (a) is dropping off, or picking up, passengers or goods;
 - (b) does not leave the vehicle unattended so that the driver is more than 3 metres from the closest point of the vehicle;
 - (c) completes the dropping off, or picking up, of the passengers or goods within 2 minutes of stopping and drives on.
- (3) A driver shall not stop at the side of a carriageway marked with a continuous yellow edge line.

PART 6—STOPPING IN ZONES FOR PARTICULAR VEHICLES

6.1 Stopping in a loading zone

A person shall not stop a vehicle in a loading zone unless it is:

- (a) a motor vehicle used for commercial or trade purposes engaged in the picking up or setting down of goods; or
- (b) a motor vehicle taking up or setting down passengers,

But, in any event, shall not remain in that loading zone:

- (c) for longer than a time indicated on the 'loading zone' sign; or
- (d) longer than 30 minutes (if no time is indicated on the sign).

6.2 Stopping in a taxi zone or a bus zone

- (1) A driver shall not stop in a taxi zone, unless the driver is driving a taxi.
- (2) A driver shall not stop in a bus zone unless the driver is driving a public bus, or a bus of a type that is permitted to stop at the bus zone by information on or with the 'bus zone' sign applying to the bus zone.

6.3 Stopping in a mail zone

A person shall not stop a vehicle in a mail zone.

6.4 Other limitations in zones

A person shall not stop a vehicle in a zone to which a traffic sign applies if stopping the vehicle would be contrary to any limitation in respect to classes of persons or vehicles, or specific activities allowed, as indicated by additional words on a traffic sign that applies to the zone.

PART 7—OTHER PLACES WHERE STOPPING IS RESTRICTED

7.1 Stopping in a shared zone

A driver shall not stop in a shared zone unless:

- (a) the driver stops at a place on a length of carriageway, or in an area, to which a parking control sign applies and the driver is permitted to stop at that place under this local law;
- (b) the driver stops in a parking bay and the driver is permitted to stop in the parking bay under this local law;
- (c) the driver is dropping off, or picking up, passengers or goods; or
- (d) the driver is engaged in door-to-door delivery or collection of goods, or in the collection of waste or garbage.

7.2 Double parking

- (1) A driver shall not stop a vehicle so that any portion of the vehicle is between any other stopped vehicle and the centre of the carriageway.
- (2) This clause does not apply to:
 - (a) a driver stopped in traffic; or
 - (b) a driver angle parking on the side of the carriageway or in a median strip parking area, in accordance with this local law.

7.3 Stopping near an obstruction

A driver shall not stop on a carriageway near an obstruction on the carriageway in a position that further obstructs traffic on the carriageway.

7.4 Stopping on a bridge or in a tunnel, etc.

- (1) A driver shall not stop a vehicle on a bridge, causeway, ramp or similar structure unless:
 - (a) the carriageway is at least as wide on the structure as it is on each of the approaches and a traffic sign does not prohibit stopping or parking; or
 - (b) the driver stops at a place on a length of carriageway, or in an area, to which a parking control sign applies and the driver is permitted to stop at that place under this local law.
- (2) A driver shall not stop a vehicle in a tunnel or underpass unless:
 - (a) the carriageway is at least as wide in the tunnel or underpass as it is on each of the approaches and a traffic sign does not prohibit stopping or parking; or
 - (b) the driver of a motor vehicle stops at a bus stop, or in a bus zone or parking area marked on the carriageway, for the purpose of setting down or taking up passengers.

7.5 Stopping on crests, curves, etc.

- (1) Subject to subclause (2), a driver shall not stop a vehicle on, or partly on, a carriageway, in any position where it is not visible to the driver of an overtaking vehicle, from a distance of 80 metres within a built-up area, and from a distance of 150 metres outside a built-up area.
- (2) A driver may stop on a crest or curve on a carriageway that is not in a built-up area if the driver stops at a place on the carriageway, or in an area, to which a parking control sign applies and the driver is permitted to stop at that place under this local law.

7.6 Stopping near a fire hydrant etc.

- (1) A driver shall not stop a vehicle so that any portion of the vehicle is within one metre of a fire hydrant or fire plug, or of any sign or mark indicating the existence of a fire hydrant or fire plug, unless:
 - (a) the driver is driving a public bus, and the driver stops in a bus zone or at a bus stop and does not leave the bus unattended; or

- (b) the driver is driving a taxi, and the driver stops in a taxi zone and does not leave the taxi unattended.
- (2) In this clause a driver leaves the vehicle 'unattended' if the driver leaves the vehicle so the driver is over 3 metres from the closest point of the vehicle.

7.7 Stopping at or near a bus stop

- (1) A driver shall not stop a vehicle so that any portion of the vehicle is within 20 metres of the approach side of a bus stop, or within 10m of the departure side of a bus stop, unless:
 - (a) the vehicle is a public bus stopped to take up or set down passengers; or
 - (b) the driver stops at a place on a length of carriageway, or in an area, to which a parking control sign applies and the driver is permitted to stop at that place under this local law.
- (2) In this clause:
 - (a) distances are measured in the direction in which the driver is driving; and
 - (b) a trailer attached to a public bus is deemed to be a part of the public bus.

7.8 Stopping on a path, median strip, or traffic island or painted island

The driver of a vehicle (other than a bicycle or an animal) shall not stop so that any portion of the vehicle is on a path, traffic island, painted island, or median strip, unless the driver stops in an area, to which a parking control sign applies and the driver is permitted to stop at that place under this local law.

7.9 Stopping on verge

- (1) A person shall not:
 - (a) stop a vehicle (other than a bicycle);
 - (b) stop a commercial vehicle or bus, or a trailer or caravan unattached to a motor vehicle;

Or

 - (c) stop a vehicle during any period when the stopping of vehicles on that verge is prohibited by a sign adjacent and referable to that verge or in contravention of clause 9.6,

So that any portion of it is on a verge.
- (2) Subject to clause 9.6, subclause (1)(a) does not apply to the person if he or she is the owner or occupier of the premises adjacent to that verge, or is a person authorised by the occupier of those premises to stop the vehicle so that any portion of it is on the verge.
- (3) Subject to clause 9.6, subclause (1) (b) does not apply to a commercial vehicle when it is being loaded or unloaded with reasonable expedition with goods, merchandise or materials collected from or delivered to the premises adjacent to the portion of the verge on which the commercial vehicle is parked, provided no obstruction is caused to the passage of any vehicle or person using a carriageway or a path.

7.10 Obstructing access to and from a path, driveway, etc.

- (1) A driver shall not stop a vehicle so that any portion of the vehicle is in front of a path, in a position that obstructs access by vehicles or pedestrians to or from that path, unless:
 - (a) the driver is dropping off, or picking up, passengers; or
 - (b) the driver stops in a parking stall and the driver is permitted to stop in the parking stall under this local law.

- (2) A driver shall not stop a vehicle on or across a driveway or other way of access for vehicles travelling to or from adjacent land, unless:
 - (a) the driver is dropping off, or picking up, passengers; or
 - (b) the driver stops in a parking stall and the driver is permitted to stop in the parking stall under this local law.

7.11 Stopping near a public letter box

A driver shall not stop a vehicle so that any portion of the vehicle is within 3 metres of a public letter box, unless the driver:

- (a) is dropping off, or picking up, passengers or mail; or
- (b) stops at a place on a length of carriageway, or in an area, to which a parking control sign applies and the driver is permitted to stop at that place under this local law.

7.12 Stopping on a carriageway— heavy and long vehicles

- (1) A person shall not park a vehicle or any combination of vehicles, that, together with any projection on, or load carried by, the vehicle or combination of vehicles, is 7.5 metres or more in length or exceeds a GVM of 4.5 tonnes:
 - (a) on a carriageway in a built-up area, for any period exceeding 4 hours; or
 - (b) on a carriageway outside a built-up area, except on the shoulder of the carriageway, or in a truck bay or other area set aside for the parking of goods vehicles.
- (2) Nothing in this clause mitigates the limitations or condition imposed by any other clause or by any local law or traffic sign relating to the parking or stopping of vehicles.

7.13 Stopping on a carriageway with a bicycle parking sign

The driver of a vehicle (other than a bicycle) shall not stop on a length of carriageway to which a 'bicycle parking' sign applies, unless the driver is dropping off, or picking up, passengers.

7.14 Stopping on a carriageway with motor cycle parking sign

The driver of a vehicle shall not stop on a length of carriageway, or in an area, to which a 'motor cycle parking' sign applies, or an area marked 'M/C' unless:

- (a) the vehicle is a motor cycle; or
- (b) the driver is dropping off, or picking up, passengers.

PART 8 – PARKING PERMITS**8.1 Parking permit**

- (1) A person may apply for a permit to park a vehicle on a thoroughfare if the person is:
 - (a) an occupier, owner or an employee of a lot fronting the thoroughfare; and
 - (b) the holder of the requisite vehicle licence under the *Road Traffic Act* for the vehicle.
- (2) An applicant for a permit may apply for a temporary permit by stating (by way of statutory declaration) on an application for such that he or she resides or owns that lot, or a letter from the employer that occupies that lot.
- (3) An application for a permit shall be made in the form determined by the local government.

- (4) The local government may in respect of an application for a permit for the purpose of subclause (1) or (2):
 - (a) approve it;
 - (b) approve it subject to such conditions as the local government considers appropriate; or
 - (c) refuse to approve it.
- (5) Where the local government makes a decision under subclauses (4)(a) or (b), it shall issue a permit in the form determined by it to the person who applied for the permit.
- (6) A temporary permit issued for the purpose of subclause (2):
 - (a) will expire 3 months after it is issued; and
 - (b) is not renewable.
- (7) A permit issued for the purpose of subclause (1) may be either:
 - (a) an annual permit, issued for a period not exceeding one year and expiring on 31 December in the year of issue; or
 - (b) a temporary permit, issued for a period not exceeding 6 months from the date of issue.
- (8) Every permit issued for the purpose of subclause (1) is to specify:
 - (a) a permit number;
 - (b) the registration number of the vehicle;
 - (c) the name of the thoroughfare to which the exemption granted by clause 8.2 applies; and
 - (d) the date on which it expires.

8.2 Conditions of exemption for parking permits

Where parking of a vehicle on any part of a thoroughfare within the district is prohibited for more than a specified time, or without an unexpired parking ticket being displayed within the vehicle, the holder of a permit issued under clause 8.1 is exempted from such prohibitions if:

- (a) the vehicle is parked on a thoroughfare specified in the permit, but not adjacent to retail premises where the parking of all vehicles is subject to a time restriction;
- (b) the permit is affixed to the windscreen of the vehicle in a prominent position;
- (c) the period in respect of which the permit was issued has not expired; and
- (d) if the holder of the permit at the time of parking the vehicle still resides, owns or works at the lot in respect of which the permit was issued.

8.3 Removal and cancellation of parking permit

The holder of a permit issued under clause 8.1 who changes residence or employment shall remove the permit from the vehicle to which it is affixed, and the permit shall be deemed to be cancelled on and from the date the holder changes residence or employment.

PART 9—MISCELLANEOUS

9.1 Removal of notices on vehicle

A person, other than the driver of the vehicle or a person acting under the direction of the driver of the vehicle, shall not remove from the vehicle any notice put on the vehicle by an authorised person.

9.2 Unauthorised signs and defacing of signs

A person shall not without the authority of the local government:

- (a) mark, set up or exhibit a sign purporting to be or resembling a sign marked, set up or exhibited by the local government under this local law;
- (b) remove, deface or misuse a sign or property, set up or exhibited by the local government under this local law or attempt to do any such act; or
- (c) affix a board, sign, placard, notice or other thing to or paint or write upon any part of a sign set up or exhibited by the local government under this local law.

9.3 Signs must be complied with

An inscription or symbol on a sign operates and has effect according to its tenor and a person contravening the direction on a sign commits an offence under this local law.

9.4 General provisions about signs

- (1) A sign marked, erected, set up, established or displayed on or near a thoroughfare is, in the absence of evidence to the contrary presumed to be a sign marked, erected, set up, established or displayed under the authority of this local law.
- (2) The first three letters of any day of the week when used on a sign indicate that day of the week.

9.5 Special purpose and emergency vehicles

Notwithstanding anything to the contrary in this local law, the driver of:

- (1) a special purpose vehicle may, only in the course of his or her duties and when it is expedient and safe to do so, stop, or park the vehicle in any place, at any time; and
- (2) an emergency vehicle may, in the course of his or her duties and when it is expedient and safe to do so or where he or she honestly and reasonably believes that it is expedient and safe to do so, stop, or park the vehicle at any place, at any time.

9.6 Vehicles not to obstruct a public place

- (1) A person shall not leave a vehicle, or any part of a vehicle, in a public place so that it obstructs the use of any part of that public place without the permission of the local government or unless authorised under any written law.
- (2) A person will not contravene subclause (1) where the vehicle is left for a period not exceeding 24 hours.

PART 10—PENALTIES**10.1 Offences and penalties**

- (1) Any person who fails to do anything required or directed to be done under this local law, or who does anything which under this local law that person is prohibited from doing, commits an offence.
- (2) An offence against any provision of this local law is a prescribed offence for the purposes of section 9.16(1) of the Act.
- (3) Any person who commits an offence under this local law shall be liable, upon conviction, to a penalty not less than \$1,000 and not exceeding \$5,000, and if the offence is of a continuing nature, to an additional penalty not exceeding \$500 for each day or part of a day during which the offence has continued.

- (4) The amount appearing in the final column of Schedule 1 directly opposite a clause specified in that Schedule is the modified penalty for an offence against that clause.

10.2 Form of notices

For the purposes of this local law:

- (a) the form of the notice referred to in section 9.13 of the Act is that of Form 1 in Schedule 1;
- (b) the form of the infringement notice referred to in section 9.17 of the Act is that of Form 2 in Schedule 1;
- (c) the form of the infringement notice referred to in section 9.17 of the Act which incorporates the notice referred to in section 9.13 of the Act, is that of Form 3 in Schedule 1; and
- (d) the form of the notice referred to in section 9.20 of the Act is that of Form 3 in Schedule 1.

Schedule 1 - PRESCRIBED OFFENCES

ITEM NO.	CLAUSE NO.	NATURE OF OFFENCE	MODIFIED PENALTY \$
1.	2.2	Failure to pay fee for metered space	100
2.	2.3	Parking in excess of period shown on metered space	100
3.	2.4	Parking when meter has expired	100
4.	2.6(a)	Failure to park wholly within metered space	100
5.	2.6(c)	Parking outside metered zone	100
6.	2.7	Non-permitted insertion in parking meter	100
7.	2.8	Failure to display ticket clearly in metered zone	100
8.	2.9	Parking or attempting to park a vehicle in a metered space occupied by another vehicle	100
9.	2.10	Parking contrary to a meter hood	100
10.	3.2	Failure to park wholly within parking stall	100
11.	3.2(4)	Failure to park wholly within parking area	100
12.	3.3	Failure to pay parking station fee	100
13.	3.5	Leaving without paying parking station fee	100
14.	3.7	Failure to display ticket clearly in parking station	100
15.	3.8(1)(a)	Causing obstruction in parking station	100
16.	3.8(1)(b)	Parking contrary to sign in parking station	100
17.	3.8(1)(c)	Parking contrary to directions of authorised person	100
18.	3.8(1)(d)	Parking or attempting to park a vehicle in a parking stall occupied by another vehicle	100
19.	4.1(1)(a)	Parking wrong class of vehicle	100
20.	4.1(1)(b)	Parking by persons of a different class	100
21.	4.1(1)(c)	Parking during prohibited period	100
22.	4.1(3)(a)	Parking in no parking area	100
23.	4.1(3)(b)	Parking contrary to signs or limitations	100
24.	4.1(3)(b)	Parking vehicle in motor cycle only area	100
25.	4.1(3)(b)	Parking motor cycle in stall not marked "M/C"	100
26.	4.1(4)	Parking without permission in an area designated for "Authorised Vehicles Only"	100
27.	4.2(1)(a)	Failure to park on the left of two-carriageway and against the flow of traffic	100
28.	4.2(1)(b)	Failure to park on boundary of one-way carriageway and against the flow of traffic	100
29.	4.2(1)(c)	Parking when distance from farther boundary less than 3 metres	100
30.	4.2(1)(d)	Parking closer than 1 metre from another vehicle	100
31.	4.2(1)(e)	Causing obstruction	100
32.	4.3(b)	Failure to park at approximate right angle of 90 degrees	100
33.	4.4(2)	Failure to park at approximate right angle of 45 degrees	100

34.	4.5(2)(a)	Parking on or adjacent to a median strip or painted island	100
35.	4.5(2)(b)	Denying access to private drive or right of way	100
36.	4.5(2)(c)	Parking beside excavation or obstruction so as to obstruct traffic	100
37.	4.5(2)(d)	Parking within 10 metres of traffic island	100
38.	4.5(2)(e)	Parking on footpath/pedestrian crossing	100
39.	4.5(2)(f)	Parking contrary to continuous line markings	100
40.	4.5(2)(g)	Parking on intersection	100
41.	4.5(2)(h)	Parking within 1 metre of fire hydrant or fire plug	100
42.	4.5(2)(i)	Parking within 3 metres of public letter box	100
43.	4.5(2)(j)	Parking within 10 metres of intersection	100
44.	4.5(3)(a)	Parking vehicle within 10 metres of departure side of bus stop	100
45.	4.5(3)(b)	Parking vehicle within 10 metres of departure side of children's crossing or pedestrian crossing	100
46.	4.5(4)(a)	Parking vehicle within 20 metres of approach side of bus stop	100
47.	4.5(4)(b)	Parking vehicle within 20 metres of approach side of a children's or pedestrian crossing	100
48.	4.5(5)	Parking vehicle within 20 metres of approach side or departure side of railway level crossing	100
49.	4.6	Parking contrary to direction of authorised person	100
50.	4.7(2)	Removing mark of authorised person	100
51.	4.8	Moving vehicle to avoid time limitation	100
52.	4.9(a)	Parking in thoroughfare for purpose of sale	100
53.	4.9(b)	Parking unlicensed vehicle in thoroughfare	100
54.	4.9(c)	Parking a trailer/caravan on a thoroughfare	100
55.	4.9(d)	Parking in thoroughfare for purpose of repairs	100
56.	4.10(1)or(2)	Parking on land that is not a parking facility without consent	100
57.	4.10(3)	Parking on land not in accordance with consent	100
58.	4.11	Driving or parking on reserve	100
59.	5.1(1)	Stopping contrary to a "no stopping" sign	100
60.	5.1(2)	Parking contrary to a "no parking" sign	100
61.	5.1(3)	Stopping within continuous yellow lines	100
62.	6.1	Stopping unlawfully in a loading zone	100
63.	6.2	Stopping unlawfully in a taxi zone or bus zone	100
64.	6.3	Stopping unlawfully in a mail zone	100
65.	6.4	Stopping in a zone contrary to a sign	100
66.	7.1	Stopping in a shared zone	100
67.	7.2	Double parking on carriageway	100
68.	7.3	Stopping near an obstruction	100
69.	7.4	Stopping on a bridge or tunnel	100
70.	7.5	Stopping on crests/curves	100
71.	7.6	Stopping near fire hydrant	100
72.	7.7	Stopping near bus stop	100
73.	7.8	Stopping on path, median strip or traffic island	100

74.	7.9	Stopping on verge	100
75.	7.10	Obstructing path, a driveway	100
76.	7.11	Stopping near public letter box	100
77.	7.12	Stopping heavy or long vehicles on carriageway	100
78.	7.13	Stopping in bicycle parking area	100
79.	7.14	Stopping in motorcycle parking area	100
80.	8.3	Failure to remove permit when residence changed	100
81.	9.6	Leaving vehicle so as to obstruct a public place	100
82.		All other offences not specified	100

Infringement Notices Form can be found *Section 9.15 amended: No. 8 of 2012 s. 124; No. 26 of 2016 s. 18; No. 16 of 2019 s. 66.*

15 COMMUNITY AND RECREATION SERVICES

15.1 GARNDUWA USER AGREEMENT - FITZROY CROSSING GYM

File Number: CP/095/3

Author: Shane Edwards, Manager Community Development

Responsible Officer: Christie Mildenhall, Acting Director of Community Services

Authority/Discretion: Executive

SUMMARY

This report is to seek endorsement of a draft 2022/23 user agreement between the Shire of Derby/West Kimberley and Garnduwa Amboorny Wirnan Aboriginal Corporation (Garnduwa) for use of a Shire owned recreation space in Fitzroy Crossing as a member-based gymnasium.

DISCLOSURE OF ANY INTEREST

Nil by Author and Authorising Officer

BACKGROUND

Garnduwa has delivered sport and recreation services across the east and west Kimberley regions since 1991. The objectives of the organisation are to establish structured healthy community sporting activities in a safe and supportive environment.

Garnduwa had previously managed a gymnasium from the Shire's recreation centre. Garnduwa owned all of the equipment, was responsible for managing the space and memberships. The Shire was Shire responsible for issuing keys to members.

In 2020, due to COVID-19 the operation of the gymnasium in Fitzroy Crossing ceased with restrictions in place at the time which required sporting activities and venues to close. This, combined with staffing issues, has meant that the gym has not been actively utilised since this time. In June, following enquiries from the Shire, Garnduwa advised they were not in the position to manage the gym and subsequently started to remove their equipment from the gym. However the gym was not fully cleared, cleaned and handed back to the Shire. Garnduwa has recently approached the Shire to advise they wish to reuse this space as a gym again.

The previous use of this space was through an informal arrangement- there was no written user agreement or lease in place. There has no payments made for use of this space.

STATUTORY ENVIRONMENT

Part 6, division 5 of the *Local Government Act 1995* deals with financing local government activities. Subdivision 2 deals specifically with setting fees and charges.

POLICY IMPLICATIONS

The gym is located within the Fitzroy Crossing Recreation Centre which is owned by the Shire of Derby / West Kimberley. Therefore policy F2 – Asset Management should be considered in relation to the space.

FINANCIAL IMPLICATIONS

User agreements provide the opportunity for community based sporting groups to obtain regular facility bookings at a discounted rate. It also allows for the Shire to recoup some costs associated

with the management of the facility. It is proposed that the associated fees for the gymnasium area within the Fitzroy Crossing Recreation Centre are as follows;

- \$1,000.00 per annum hire fee;
- \$500.00 refundable facility bond;
- \$250.00 refundable key bond for members (per key issued) *as set in the 2022/23 Schedule of Fees and Charges.

As part of the Fitzroy Crossing Recreation Centre the Shire bears the costs for most aspects of the venue, including utilities and maintenance. This has been budgeted for as part of the normal operational budget for the Fitzroy Crossing Recreation Centre. Some minor maintenance including the replacement of a broken window, fixing of a couple of holes and covering of exposed wires are required prior to allowing Garnduwa access to this space.

Under the proposed user agreement Garnduwa will be responsible for the cleaning of the space, along with any damage that is deemed to be as a result of misuse / negligence of the users. Prior to accessing the space they are required to undertake a deep clean of the area. They are also required to hold all insurances related to the operation of the gym space, other than the building insurance.

There are currently no spare keys being held by the Fitzroy Crossing Customer Service Team. It is intended that an audit and recall of keys from noncurrent members will be undertaken, however it is expected some keys will need to be cut. These keys cost \$22 per key, and can be funded through the operational budget or recouped key bonds.

STRATEGIC IMPLICATIONS

GOAL	OUR PRIORITIES	WE WILL
2. Community	2.2 Healthy Communities	2.2.1 Build, maintain and maximise the use of community facilities
2. Community	2.2 Healthy Communities	2.2.2 Facilitate a range of accessible sporting and recreational activities
2. Community	2.4 Sustainable Communities	2.4.1 Support and assist volunteer, community and sporting groups

RISK MANAGEMENT CONSIDERATIONS

RISK	LIKELIHOOD	CONSEQUENCE	RISK ANALYSIS	MITIGATION
Community: Failure to approve or support this report may be contrary to Council's approach to local club development in the Sport and Rec field	Possible	Moderate	Medium	Approve a realistic/workable User Agreement that allows Garnduwa to effectively operate and provide a gymnasium space for the Fitzroy Crossing community.

CONSULTATION

A meeting was conducted with the Garnduwa representatives in April 2022 to gather information to develop a facility User Agreement for the next 12 months. Due to staffing changes within Garnduwa, no user agreement was developed. Recently Garnduwa and the Shire met to revisit the possibility of a user agreement that focussed specifically on re-establishing the gymnasium space.

COMMENT

The Shire of Derby/West Kimberley is seeking to establish a formal 12 month User Agreement with Garnduwa for access and usage of a designated section within the Fitzroy Crossing Recreation Centre for the purpose as a community gym. The draft agreement, provided as Attachment 1, has been negotiated with club representatives.

The user agreement specifies the fees and charges applied to the club for use of the facility. The agreement also provides for storage of gymnasium equipment within the space.

In an effort to be consistent and provide regular review of all user agreements, this user agreement will be negotiated for a 12 month (1 year) period. Additionally it is acknowledged that this venue is subject to major renovation in the near future. It is therefore recommended that a short term agreement be entered into to allow for changes that may be required as part of the redevelopment.

Prior to fitting out the gym again (with equipment donated by Marra Worra Worra) Garnduwa has committed to completing a deep clean of the gym space.

It is recommended that the fee associated with the Garnduwa user agreement be added to the Shire's Schedule of Fees and Charges. This will mean that any changes to the fee rate will be dealt with through the normal budgeting process, negating the need for Council to approve the user agreement every 12 months.

VOTING REQUIREMENT

Simple majority

ATTACHMENTS

1. User Agreement Garnduwa FX Rec Centre DRAFT  

RECOMMENDATION

That Council

1. Endorses the 2022/23 Garnduwa Amboorny Wirnan Aboriginal Corporation User Agreement as provided in Attachment 1;
2. Approves the user agreement fees for the gymnasium area of the Fitzroy Crossing Recreation Centre to be included into the Schedule of Fees and Charges;
3. Require Garnduwa Amboorny Wirnan Aboriginal Corporation to undertake a deep clean of the space prior to installing new equipment; and
4. Approves the advertisement of the intention to impose the fee as required in Section 6.19 to the *Local Government Act 1995*.



Shire of Derby/West Kimberley User Agreement

The agreement is between the

Owner of the property being the: Shire of Derby/West Kimberley (SDWK) of
Loch Street, Derby, Western Australia.
Postal Address – PO Box 94 Derby WA 6728
ABN:99 934 203 062

and the

User being: Garnduwa Amboorny Wirnan Aboriginal Corporation
Postal Address: PO Box 1321, Broome WA 6725
ABN: 17 282 018 325

For the use of the: Fitzroy Crossing Recreation Centre (Gymnasium)

For the purpose of: Permitted use – Member-based Gym Services.

The User agrees to the following terms and conditions:

1. Term of User Agreement:
Commencement Date: 1 December 2022
Termination Date: 30 November 2023

2. Fees and Charges:

(Garnduwa)

Recreation centre gymnasium space BOND = \$500 (refundable)

Recreation centre gymnasium space 12mth hire = \$1,000

Recreation centre gymnasium space KEY BOND = \$250 (refundable)

(Individual gymnasium members)

Recreation Centre Gymnasium Space KEY BOND = \$250 (refundable)

Note further usage outside the agreed (see section 18) will incur further costs at the hourly rate as listed in the fees and charges, unless a change to the agreement is made.

3. Public Liability Insurance - the User must have in place public liability insurance to the value of \$10,000,000. A copy of the certificate of currency will be required by the Shire prior to the commencement of this user agreement. The public liability insurance is to remain valid and current for the term of this agreement.
4. This agreement is to be read in conjunction with facility terms and condition.
5. Unless specified the fee does not allow for storage of items at the venue. The user is to remove items from the venue as not to impede other users of the facility.
6. Restrictions - The User is to ensure that in their use of the building they comply with work health and safety laws and comply with the Working with Children standard.

7. At all times the ongoing cleaning of the space is the responsibility of the User. The User is to keep the area in a tidy, clean and in a sanitary condition. At regular intervals the amenities will be checked any additional cleaning required will be charged in line with current fees and charges..
8. Any damage deemed by a Shire Representative to be caused by negligence to the facility by the User will be charged to the User.
9. The Shire of Derby/West Kimberley takes no responsibility for damage/theft etc to any of the Users property.
10. The User is responsible for insuring the Users property if the agreement allows for storage.
11. No Glass or alcohol are allowed within facilities
12. The Shire representative for this agreement will be the Team Leader Community Development and nominated shire representatives.
13. Dispute Resolution – in the event that this agreement requires further interpretation/clarification, firstly both parties are to discuss the issue with a view to resolution
Secondly, if unable to resolve between a Shire representative and the User the dispute will be arbitrated by a mutually acceptable third party, with the costs borne equally between the User and the Shire.
14. As part of this agreement, the User agrees to provide the space for membership based personal gymnasium use.
15. The User will not sublet the space or allow other organisations to operate from the space without lodging a formal written request to the Shire prior to operations commencing.
16. Termination of User Agreement – this user agreement can be terminated by either party providing notice is given in writing with four (4) weeks' notice.
17. If the User requires renewing of the user agreement for a further term, they must provide Shire of Derby/West Kimberley notice in writing within 1 month prior to the expiration of the term of this user agreement.

If no written advice is received the user agreement will terminate on the expiration date of this agreement.
18. Any building maintenance/repair issues are to be reported to the Shire of Derby/ West Kimberley representative via email with photo evidence.
19. The following is the allowable usage of Facilities by the user as per this agreement:
 - a) Full access and use of FX Recreation Centre Gymnasium space each week Sunday to Saturday 12:00am-11:59pm
20. This agreement allows for the user to maintain storage of gymnasium equipment at the Fitzroy Crossing Recreation Centre gymnasium space. Equipment must be

stored within designated storage facilities and kept clean and tidy. Equipment and supplies stored outside the designated storage are by Shire approval only.

21. Keys : the following keys will be provided to the user for the duration of this agreement. Replacement keys (if lost) will be charged at \$600.00 per key for both User and gymnasium members

Key No. >>Key Code/No.<<

Signed

Shire Representative Name

Signature

User Representative Name

Signature

This User Agreement made the _____ day of _____ 2022.

16 MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

17 NEW BUSINESS OF AN URGENT NATURE

18 MATTERS FOR WHICH THE MEETING MAY BE CLOSED (CONFIDENTIAL MATTERS)**RECOMMENDATION**

That Council considers the confidential report(s) listed below in a meeting closed to the public in accordance with Section 5.23(2) of the Local Government Act 1995:

18.1 Nominations - Community Citizen of the Year Awards 2023

This matter is considered to be confidential under Section 5.23(2) - h of the Local Government Act, and the Council is satisfied that discussion of this matter in an open meeting would, on balance, be contrary to the public interest as it deals with such other matters as may be prescribed (consider regulations).

19 CLOSURE**19.1 Date of Next Meeting**

The next ordinary meeting of Council will be held Thursday, 8 December 2022 in the Council Chambers, Clarendon Street, Derby.

19.2 Closure of Meeting