



**Shire of Derby /
West Kimberley**

AGENDA

Ordinary Council Meeting Thursday, 30 October 2025

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

Date: Thursday, 30 October 2025

Time: 5:30 PM

**Location: Council Chambers
Clarendon Street
Derby**

Tamara Clarkson 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 Shire of Derby/West Kimberley (the 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 Council 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

Shire of Derby/West Kimberley extends a warm welcome to you attending a 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 objective. The Shire sets aside a period of 'Public Question Time' to enable a member of the public to put forward questions to Council. 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, 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 proceedings or enter into conversation. Members of the public shall ensure that any electronic devices or audible pager are switched off and not 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 permission of the Presiding Member.

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Notes for Council 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

Council Members 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

Council 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.

Council Members must disclose the nature of their interest in matters to be discussed at the meeting (Part 5 Division 6 of the *Local Government Act 1995*). Employees must disclose the nature of their interest in reports or advice when giving the report or advice to the meeting (Sections 5.70 and 5.71 of the *Local Government Act 1995*).

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 a Council 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 a Council 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 a Council Member being disqualified should they be absent without leave for three consecutive meetings.

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1 ACKNOWLEDGMENT OF COUNTRY

In the spirit of Reconciliation, the Shire of Derby/West Kimberley acknowledges the traditional custodians of country throughout the Shire and the continued connection to the land, waters and community.

The Shire would like to pay our respects to the people, the cultures and the Elders past and present and the continuation of cultural, spiritual and educational practices of Aboriginal people.

2 DISCLAIMER

This meeting will be video recorded and live-streamed on the Shire's Youtube channel, with the exception of confidential items and periods of adjournment as determined by the Presiding Member. By being present at this meeting, members of the public consent to the possibility that their voice and/or image may be live-streamed to the public. Recordings will also be made available on the Shire's Youtube channel and official website following the meeting. The official record of the meeting will be the written minutes kept in accordance with the *Local Government Act 1995* and any relevant regulations.

3 DECLARATION OF OPENING, ANNOUNCEMENT OF VISITORS

4 ATTENDANCE VIA ELECTRONIC MEANS

5 APPLICATIONS FOR LEAVE OF ABSENCE

6 RESPONSES TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE

7 PUBLIC TIME

7.1 Public Question Time

7.2 Public Statements

8 DISCLOSURE OF INTERESTS

Division 6: Sub-Division 1 of the *Local Government Act 1995*. Care should be taken by Council Members to ensure that a financial/impartiality/proximity interests are declared and that they refrain from voting on any matter, which is considered to come within the ambit of the Act.

8.1 Declaration of Financial Interests

8.2 Declaration of Proximity Interests

8.3 Declaration of Impartiality Interests

9 PETITIONS, DEPUTATIONS, PRESENTATIONS AND SUBMISSIONS

10 CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS

RECOMMENDATION

That the Minutes of the Ordinary (Commissioner) Council Meeting held Thursday, 18 September 2025 at the Council Chambers, Derby be CONFIRMED.

Noting on advice received from the Chief Executive Officer and Senior Staff who were in attendance at the meeting, this was an accurate record proceedings.

RECOMMENDATION

That the Minutes of the Special Council Meeting held Monday, 20 October 2025 at the Council Chambers, Derby be CONFIRMED.

11 ANNOUNCEMENTS BY PRESIDING PERSON WITHOUT DISCUSSION

12 RECOMMENDATIONS AND REPORTS OF COMMITTEES

Nil

REPORTS

13 EXECUTIVE SERVICES

13.1 END OF YEAR CLOSURE 2025/26

File Number: 4150

Author: Tamara Clarkson, Chief Executive Officer

Responsible Officer: Tamara Clarkson, Chief Executive Officer

Authority/Discretion: Administrative

SUMMARY

This report seeks approval for the closure of the Shire's operations over the Christmas and New Year period for 2025/26. To cover the days in addition to public holidays during the closure recommended in this report, employees will be required to take seven days of leave. The arrangement allows employees to travel to spend the festive season with loved ones if they are able to, assists with the ongoing management of employee leave liability and has been generally well accepted by the community.

DISCLOSURE OF ANY INTEREST

Nil by Author, or Responsible Officer.

BACKGROUND

In rural local governments it is an accepted practice for the employees to take leave at Christmas and New Year resulting in the suspension of Shire operations to all but essential services for the period of leave.

If this arrangement is accepted by Council, the Senior Management Group will develop a contingency plan to ensure essential services are adequately delivered to the community and suitable public notice regarding closures will be provided to minimise any inconvenience.

Apart from normal public holiday arrangements, employees take the intervening days as annual leave, or if available, time in lieu or leave without pay. The employee may only return to work to carry out set tasks as negotiated with their Director/Manager.

The Derby and Fitzroy Crossing waste management facilities are managed by a third party and are closed on Christmas Day. Accordingly, no kerbside collection occurs, on Christmas Day (this is a contractual arrangement).

POLICY IMPLICATIONS

Nil.

FINANCIAL IMPLICATIONS

Nil. Employees will be required to take leave to cover payment of wages on days that are not public holidays.

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. Leadership and Governance	1.2 Capable, inclusive and effective organisation	1.2.4 Attract and effectively use resources to meet community needs
1. Leadership and Governance	1.3 Effective Communication	1.3.1 Strive for excellence in customer service
1. Leadership and Governance	1.3 Effective Communication	1.3.3 Use multiple channels to distribute information about services, programs, places and spaces

RISK MANAGEMENT CONSIDERATIONS

RISK	LIKELIHOOD	CONSEQUENCE	RISK ANALYSIS	MITIGATION
Business Interruption: Ability to respond to unplanned event.	Possible	Moderate	Low	Advertise closure to the community. A roster and contact details for critical employees will be developed to ensure resources are available if required.

CONSULTATION

Adequate notice of closure will be provided to the public to further minimise any disruptions. This will include advertising on the door of the administration buildings, notice boards, Facebook page and website leading up to the closure period. The Shire will advise customers for Department of Transport Licencing services that alternative options for access are available for this period.

COMMENT

The success of previous closures has occurred as key contact lists for critical employees in the event of an emergency have been developed. An informal rostering of key personnel occurs ensuring there are employees available in town should they be required, with a skeleton works crew undertaking essential services.

The Chief Executive Officer will remain in Derby for the entire period, and is the contact person in case of emergency.

Table 1 - Proposed hours of operations:

Derby and Fitzroy Crossing Administration Centres (including Fitzroy Crossing Visitors Centre and Derby Library) and Derby and Fitzroy Crossing Works Depot	
Date	Action
Friday, 19 December 2025	OPEN for normal business
Saturday, 20 December 2025	CLOSED (Weekend)
Sunday, 21 December 2025	CLOSED (Weekend)
Monday, 22 December 2025	CLOSED (Leave)
Tuesday, 23 December 2025	CLOSED (Leave)
Wednesday, 24 December 2025	CLOSED (Leave)
Thursday, 25 December 2025	CLOSED (Public Holiday – Christmas Day)
Friday, 26 December 2025	CLOSED (Public Holiday – Boxing Day)
Saturday, 27 December 2025	CLOSED (Weekend)
Sunday, 28 December 2025	CLOSED (Weekend)
Monday, 29 December 2025	CLOSED (Leave)
Tuesday, 30 December 2025	CLOSED (Leave)
Wednesday, 31 December 2025	CLOSED (Leave)
Thursday, 1 January 2026	CLOSED (Public Holiday – New Year’s Day)
Friday, 2 January 2026	CLOSED (Leave)
Open for normal business Monday, 5 January 2026	
Derby Memorial Swimming Pool	
Friday, 19 December 2025	OPEN for normal business
Saturday, 20 December 2025	OPEN for normal business
Sunday, 21 December 2025	OPEN for normal business
Monday, 22 December 2025	OPEN for normal business
Tuesday, 23 December 2025	OPEN for normal business
Wednesday, 24 December 2025	5:30am – 7:30am and 11:00am – 4:30pm
Thursday, 25 December 2025	CLOSED (Public Holiday – Christmas Day)
Friday, 26 December 2025	Reduced Hours – Open 11:00am – 5:00pm (Public Holiday)
Saturday, 27 December 2025	Reduced Hours – Open 11:00am – 5:00pm
Sunday, 28 December 2025	Reduced Hours – Open 11:00am – 5:00pm
Monday, 29 December 2025	Reduced Hours – Open 11:00am – 5:00pm
Tuesday, 30 December 2025	Reduced Hours – Open 11:00am – 5:00pm
Wednesday, 31 December 2025	Reduced Hours/Early Close – 11:00am – 4:30pm
Thursday, 1 January 2026	CLOSED (Public Holiday – New Year’s Day)

Friday, 2 January 2026	OPEN for normal business
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VOTING REQUIREMENT

Simple majority

ATTACHMENTS

Nil

RECOMMENDATION

That Council:

1. **ENDORSES** the proposed closure of Shire operations from Monday, 22 December 2025 to Monday, 5 January 2026 as outlined in Table 1 of this report;
2. **NOTES** the Derby and Fitzroy Crossing waste management sites are closed and no kerbside collection will occur on the Christmas Day public holiday;
3. **NOTES** the Derby Memorial Swimming Pool opening and closing times;
4. **ACKNOWLEDGES** that employees will utilise annual or accrued leave or leave without pay for the above periods which are not public holidays; and
5. **NOTES** the above closures are subject to a contingency plan outlining employees required to ensure essential services continue to be provided to the public.

13.2 ADOPTING COUNCIL MEETING DATES FOR 2026**File Number: 4150****Author: Tamara Clarkson, Chief Executive Officer****Responsible Officer: Tamara Clarkson, Chief Executive Officer****Authority/Discretion: Administrative****SUMMARY**

Local governments are required to give local public notice of the dates, times and places at which their Ordinary Council Meetings and their Committee Meetings are to be held for the next twelve months. This report sets out proposed dates for the 2026 calendar year, taking into consideration other relevant commitments of Council. It also invites Council to consider allocating if it wished to have any of its meetings held using electronic means.

DISCLOSURE OF ANY INTEREST

Nil by Author or Responsible Officer.

BACKGROUND

Requirements around “electronic meetings” were introduced and the 30 March 2023 Council dealt with that matter of attendance at meetings by electronic means. It resolved to *“consider at the time of setting the Council/Committee Meeting Schedule, whether to allocate any of those meetings (up to the 50% cap) as electronic meetings”*.

STATUTORY ENVIRONMENT

Local Government (Administration) Regulations 1996 – Regulation 12 (Publication of meeting details) outlines that at least once each year local public notice of the dates, times, and places at which ordinary council, and committee meetings that are required to be open to the public, are to be held in the next twelve months.

Local Government (Administration) Regulations 1996 – 14D (Meetings held by electronic means) outlines that Council can determine that up to a maximum of 50% of its Council meetings, and its Committee meetings that are required to be open to the public, be held by electronic means.

POLICY IMPLICATIONS

Policy C5 – Council Meetings – Date, Time and Venue.

FINANCIAL IMPLICATIONS

The cost of advertising is estimated at \$500.

General Ledger - MEMBERS – Advertising and Promotions 2040141.

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. 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 set and advertise meeting dates will contravene the requirements of the <i>Local Government Act 1995</i> .	Unlikely	Moderate	Medium	That Council and Committee Meeting times and dates are approved and advertised (noting that dates and times may be subject to change).

CONSULTATION

Public Notice will be provided following decision of Council.

COMMENT

It is recommended that Council hold its Ordinary Meetings of Council on the fourth Thursday of each month (excluding January when Council is in recess). In accordance with Council's Policy – *C5 Council Meetings – Date, Time and Venue*, eight meetings are scheduled to be held in Derby and three in Fitzroy Crossing (March, September and November). Once adopted by Council, Officers will advertise this information to the public by way of public notices as per statutory regulations, and to upload to the Shire's website.

With regard to the December 2026 meeting, it is proposed to hold the Ordinary Council Meeting on 10 December 2026, as opposed to the usual schedule to ensure availability of Council Members in the Christmas holiday period.

Council has previously held quarterly Audit, Risk and Improvement meetings. The purpose of the Committee is to facilitate:

- Compliance with laws and regulations with reference to best practice guidelines relative to auditing, risk management, internal control and legislative compliance;
- The provision of an effective means of communication between the external auditor, the CEO and the Council;
- Integrated Planning review and adoption;
- Policy review and adoption; and
- Upon request of the Council, other matters with potential impact on finances, resources, strategic direction and policy of the Shire.

The Audit, Risk and Improvement Committee meeting can be attended by all Council Members.

Briefings and Forums/Workshops: This meeting is to allow Councillors to receive presentations and briefings, as well as seek additional information from Officers on Shire projects. The meeting does not make decisions and can be attended by all Council Members.

The Briefing and Forum Workshops will be held the first and second Thursday of each month.

Agenda Review: This meeting is to allow Councillors to informally view a draft Agenda for the Ordinary Council meeting, seek clarification and ask questions. The meeting is bound by the same requirements regarding declarations and interests but does not make decisions and can be attended by all Elected Members.

Agenda Review is held the third Thursday of the month.

Below are the annual events that are appropriate to be taken into consideration when adopting Council Meeting dates for the 2026 calendar year.

Kimberley Economic Forum – Derby (13 to 15 May)

Local Government Week – Perth (TBC September or October)

The following is a list of public holidays for Western Australia:

Public Holiday	2026 Date
New Year Public Holiday	Thursday, 1 January
Australia Day	Monday, 26 January
Labour Day	Monday, 2 March
Good Friday	Friday, 3 April
Easter Monday	Monday, 6 April
Anzac Day	Saturday, 25 April Public Holiday recognised Monday, 27 April
Western Australia Day	Monday, 1 June
King's Birthday	Monday, 28 September
Christmas Day	Friday, 25 December
Boxing Day	Saturday, 26 December Public Holiday recognised Monday, 28 December

VOTING REQUIREMENT

Simple majority

ATTACHMENTS

Nil

RECOMMENDATION

That Council:

- 1. APPROVES the following Ordinary Council Meeting (OCM) and Audit, Risk and Improvement Committee (ARIC) dates, times and locations for the 2026 calendar year:**

DAY	MEETING	DATE	TIME	VENUE
Thursday	ARIC	19 February	4.30pm	Council Chambers, Derby
Thursday	OCM	26 February	5.30pm	Council Chambers, Derby
Thursday	OCM	26 March	11.00am	Fitzroy Crossing*
Thursday	OCM	23 April	5.30pm	Council Chambers, Derby
Thursday	ARIC	21 May	4.30pm	Council Chambers, Derby
Thursday	OCM	28 May	11.00am	Fitzroy Crossing*
Thursday	OCM	25 June	5.30pm	Council Chambers, Derby
Thursday	OCM	23 July	5.30pm	Council Chambers, Derby
Thursday	ARIC	20 August	4.30pm	Council Chambers, Derby
Thursday	OCM	27 August	11.00am	Remote Aboriginal Community*
Thursday	OCM	24 September	11.00am	Fitzroy Crossing*
Thursday	OCM	22 October	5.30pm	Council Chambers, Derby
Thursday	ARIC	19 November	4.30pm	Council Chambers, Derby
Thursday	OCM	26 November	11.00am	Fitzroy Crossing*
Thursday	OCM	10 December	5.30pm	Council Chambers, Derby

***location to be advised**

- 2. APPROVES the following 2026 Council Meetings be allocated electronic meetings”:**
- a. [include dates – up to the 50% cap] or [“nil”]**
- 3. DIRECTS the Chief Executive Officer advertise the approved dates by Public Notice.**

13.3 DERBY PORT - TRANSFER OF MANAGEMENT BACK TO STATE GOVERNMENT (KIMBERLEY PORTS AUTHORITY)**File Number:** 9010.13.2**Author:** Tamara Clarkson, Chief Executive Officer**Responsible Officer:** Tamara Clarkson, Chief Executive Officer**Authority/Discretion:** Executive**SUMMARY**

The Shire reviewed the costs and likely benefits of continuing to retain the lease from the State Government of Derby Port (the Port). The continued Shire control of the lease has significant cost and risk issues that ratepayers and future budgets must recognise and accommodate.

It is important to note that Derby is the only port in WA operated by local government.

The purpose of this report is to present a draft agreement between Kimberley Ports Authority (KPA) and the Shire of Derby / West Kimberley for information, and to progress for endorsement.

The Chief Executive Officer has consulted Kimberley Ports Authority on the draft agreement that recommends that the Shire surrender its existing lease over the Port. This will see all ongoing operations, maintenance and liabilities be the responsibility of KPA, while retaining on behalf of the community certain important community access provisions along with Shire involvement in future port use decisions.

DISCLOSURE OF ANY INTEREST

Nil by Author and Responsible Officer.

BACKGROUND

The original Derby jetty was built in 1885 and replaced in 1964 by the current steel and concrete structure.

Shire of Derby/West Kimberley has held the lease and management agreements for the Port of Derby area since 1997, inclusive of the wharf and boat ramp and marine surrounds. The current lease and management agreements expire in 2040. The Shire is responsible for operating the port in accordance with these two agreements and its respective requirements. The Shire is currently responsible for all operational liabilities.

KPA operates under the auspices of the Port Authorities Act 1999 which covers vesting of the port land and waters; and a range of obligations from trade development, infrastructure planning and maintenance, to caring for the environment and ensuring safety.

The lessor has historically been the WA Department of Transport, but the responsibility for the oversight of responsibilities was transferred to KPA on 1 July 2021, under the terms of the Management Order. The Shire reports to the KPA Board annually on operations and progress made towards Derby Port Masterplan.

In February 2025, the Shire President, Acting Chief Executive Officer and Director Infrastructure met with key staff at KPA to consider the Derby Port Masterplan and way forward.

These exploratory discussions have continued with the Commissioner and Chief Executive Officer. Council (Commissioner) at its meeting 31 July 2025 resolved the below:

COMMITTEE RESOLUTION CCO73/25

Moved: Mr Jeff Gooding

That Council (Commissioner):

1. Acknowledges the importance to community of continued access for recreational use of the jetty and boat ramps;
2. Acknowledges the importance to community of ensuring the Shire continues to be included in potential trade negotiations;
3. Determines that management of Derby Port's day to day operations is not a core or funded priority of the Shire;
4. Adopts the 'in-principle' position that direct management and control of Derby Port should be conditionally returned to State Government (Kimberley Port Authority) in lieu of the Shire;
5. Authorises the Chief Executive Officer to propose to the Kimberley Ports Authority, and to negotiate, terms that:
 - (a) Conditionally surrenders the current lease of Derby Port from the Kimberley Ports Authority to the Shire;
 - (b) Without limiting (5) above, as part of negotiations, the Chief Executive Officer is to ensure terms that secure reasonable continued Community *and* recreation use of the jetty and boat ramps;
 - (c) Shire involvement in future trade development options for the Derby Port; and
 - (d) ~~Continuation~~ Confirmation from KPA, that all existing sub lease or formal use arrangements on the Derby Port land will be novated across to existing users.
6. Authorises the Chief Executive Officer to propose to the Kimberley Ports Authority, and to negotiate, an agreed *draft* termination of the current Management Agreement between the Kimberley Ports Authority and the Shire, to be signed by Council (Commissioner); and ~~Authorises the application of the common seal on documents if negotiated to the Chief Executive Officer's satisfaction pursuant to (2), (3) and (4) above.~~
7. Directs the Chief Executive Officer to present draft agreement to Council for final endorsement.

In Favour: Mr Jeff Gooding

Against: Nil

CARRIED 1/0

Additional advice has been sought from Moore Australia regarding the ongoing financial implication of continuing with the port lease. Liabilities that the Shire cannot sustain include a growing insurance liability largely resulting from the actuarial assessment of insurers that Ports are not core Local Government enterprises and assets.

STATUTORY ENVIRONMENT

Local Government Act 1995 S3.1 (General function) outlines that the general function of a local government is to provide for the good government of persons in its district and that a liberal approach is to be taken to the construction of the scope of that general function consideration.

Head Lease and a Management Agreement - The Shire operates the Port under these agreements (with the State Government, through KPA taking on the responsibilities of the Lessor).

Port Authorities Act 1999 (WA) outlines the roles and responsibilities of KPA. This includes:

- To facilitate trade and to plan for growth and development of the Port
- To control business and other activities in the Port
- To be responsible for the safe and efficient operation of the Port
- To maintain and preserve property controlled by the Port
- To protect the environment in which the Port operates
- To use port assets for profit
- To act in accordance with prudent commercial principles

POLICY IMPLICATIONS

Nil applicable.

FINANCIAL IMPLICATIONS

The Port is a considerable piece of infrastructure, and its operations are complex, risky and contain significant unfunded liabilities. The Shire has opted in the past due to its limited financial resources, to operate the port at the “lowest practical cost”, not to the “highest practical standard”. This strategy is a practical method of operating within Shire’s very limited means, it does however mean that over the long term the liabilities will grow.

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: The current status under the lease imposes quite onerous duties and responsibilities on the Shire for the maintenance of the asset which are outside core local government activities	Possible	Major	High	Surrender the lease.

Financial: Economic opportunities for the Shire to sub-lease the Port are foregone	Possible	Minor	Low	Approximately 27 years have passed without this hope being successfully realised. Any risk of economic opportunities foregone must be weighed against the identified risks of the Shire continuing management. If a sub-lease arrangement was available, it is speculative as to whether it would be lucrative enough to outweigh the maintenance/management costs.
Reputation: Access to the public removed for the jetty and recreational boat ramps.	Possible	Major	High	Ensure agreement in writing that access will be retained Keep the community informed where compliance is not possible.

CONSULTATION

Minister for Ports, Kimberley and Regional Development

Kimberley Ports Authority

COMMENT

The port agreements have been in place for approximately 27 years and the state's Department of Transport (the Lessor) did not play a proactive role overseeing them.

The challenge is to address the requirements of the KPA, with the competing needs of the service delivery to the community. The capacity of the Shire to meet the expectations of the Masterplan are low. Increasing that capacity in the closure of any realistic development, particularly in light of the Shire's prevailing budget constraints, is unrealistic.

Previous elected Councils' commitment to retain a development option is to be commended, however balances costs and benefits in a more cost constrained environment, means that strategy needs to be reconsidered.

The Port has a number of challenges:

- 60-year-old original wharf that has had minimal maintenance and is in a poor condition
- Low structural load carrying capacity – not suitable for large cranes and cargo
- Ship loader and conveyor structure in disrepair and needs to be demolished
- Recreational boat launching ramp adjacent to the wharf which is regularly used
- Severely restructured by tides, suitable for barging operations and smaller vessels only
- No prospect to and dredge due to capital maintenance costs
- Limited readily available land close to the wharf
- Generally, not suitable for current shipping and logistic requirements, apart from barging operations.

Local Government's role in the Port extends to planning and building approvals which then regulates land use around the port, for example the recreational boat ramp. Servicing this aging function is a key component of core port operational responsibilities. Preserving this function is a not negotiable for the Shire, on behalf of the community.

Management of ports is not core service delivered by a local government.

The State Government is responsible for port operations across Western Australia, including oversight of KPA. KPA manages the ports of Derby, Yampi Sound and Wyndham under agreements, and directly operates the Port of Broome, which is the principal deep-water port servicing the Kimberley region.

While the Derby Port may present a number of strategic opportunities that the Shire can continue to support, such as servicing small domestic vessels, facilitating bulk transshipping and enabling potential defence-related activity due to its proximity to Royal Australian Air Force Base Curtin, the overall management of a port is not a core service traditionally delivered or funded by local government.

It is the Shire's position that it should not bear primary responsibility for addressing the complex and increasingly technical requirements now being pursued by KPA as part of contemporary port management. These responsibilities are more appropriately managed by a specialised port authority or State agency with the necessary expertise and resources.

Despite this, under the existing Management Agreement, the Shire is currently responsible for the day-to-day operations of the Port. This includes managing access, maintenance, compliance, and coordination with port users. These responsibilities and related liabilities, place a significant burden on the Shire's limited staff and financial resources at a time when continued heightened constraints are a high priority for Council.

KPA has committed to a local presence in Derby. Since the commencement of the discussions, KPA has undertaken initial consultation with port sub lessees to confirm there are no envisaged changes to existing sub lease arrangements.

The Shire will retain community use and access and has budgeted \$250,000 to support improving those activities. The Shire will retain control of the recreational boat ramp and has sourced

funding to upgrade those facilities including a \$750, 000 successful grant application, together with a commitment from DPIRD of \$2 Million. Sustained lobbying will be required particularly in relation to the 2026/27 State budget.

The existing and future liabilities were originally balanced by future development prospects. After 27 years, with no bankable development prospects currently in play, it is time given the Shires current fiscal challenges, to prudently recognise that the Shire can no longer afford to retain the lease.

VOTING REQUIREMENT

Simple majority

ATTACHMENTS

1. Draft Framework Agreement - Confidential

RECOMMENDATION

That Council:

- 1. ENDORSE the 'in-principle' position that direct management and control of Derby Port should be conditionally returned to State Government (Kimberley Port Authority) in lieu of the Shire;**
- 2. NOTES the contents of the draft Agreement;**
- 3. AUTHORISES the Chief Executive Officer to continue negotiations with Kimberley Ports Authority, terms that:**
 - (a) Conditionally surrenders the current lease of Derby Port from the Kimberley Ports Authority to the Shire;**
 - (b) The Chief Executive Officer is to ensure terms that secure reasonable continued Community and Recreation use of the jetty and boat ramps;**
 - (c) Shire involvement in future trade development options for the Derby Port; and**
 - (d) Confirmation from KPA, that all existing sub lease or formal use arrangements on the Derby Port land will be novated across to existing users.**
- 4. DIRECTS the Chief Executive Officer to facilitate community consultation on Community and Recreation use of the jetty and boat ramps; and**
- 5. DIRECTS the Chief Executive Officer to present final agreement for Council adoption.**

13.4 LEASE OF HANGAR ONE AT DERBY AIRPORT, DERBY AIRPORT, DERBY ACCESS ROAD - AMENDMENT TO LEASE TERM**File Number:** 80056**Author:** Steve Ross, Manager Project Delivery**Responsible Officer:** Tamara Clarkson, Chief Executive Officer**Authority/Discretion:** Executive**SUMMARY**

For Council to consider authorising changing the terms of the lease for Hangar One at the Derby Airport to 10 plus 10 years to Frontier Helicopters.

DISCLOSURE OF ANY INTEREST

Nil by Author or Responsible Officer.

BACKGROUND

At the Ordinary Council Meeting held 18 September 2025, the Council (Commissioner) approved the awarding of the Hangar Lease to Frontier Helicopters for a period of 5 plus 5 years.

Following signature of the lease, Frontier Helicopters requested the terms of the lease be adjusted to represent 10 plus 10 years, in line with their other leases at the Derby Airport. This was unable to be processed at the time as Council (Commissioner) was within Caretaker Period.

STATUTORY ENVIRONMENT

In Western Australia (WA), the primary provision governing council leasing of buildings is section 3.58 of the *Local Government Act 1995*, which mandates that any property disposal, including leasing, must be done either by public auction or public tender unless an alternative method, such as advertising for public submissions, is used.

POLICY IMPLICATIONS

Policy ES2 – Establishment of Commercial Leases sets out the primary terms and conditions of commercial leases. The existing policy condition is that the term of the lease shall be five years plus five-year option, “unless otherwise determined by Council”.

FINANCIAL IMPLICATIONS

The proposed lease fee is \$26,700.00 plus GST per annum, paid in advance quarterly. This fee is based on the previous fee applicable and the most recent valuation completed.

General Ledger account 3120635.3430 AERO – Other Income relating to Aerodromes.

STRATEGIC IMPLICATIONS

GOAL	OUR PRIORITIES	WE WILL
1. Leadership and Governance	1.1 Collaboration and partnership	1.1.3 Maximise regional opportunities that benefit our community

3. Economy	3.1 Industry and business development and growth	3.1.2 Value and support from small to medium businesses
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RISK MANAGEMENT CONSIDERATIONS

RISK	LIKELIHOOD	CONSEQUENCE	RISK ANALYSIS	MITIGATION
Legal & Compliance: That a legal lease document has not been established	Unlikely	Moderate	Low	Current lease document has been assessed by a legal firm

CONSULTATION

Nil.

COMMENT

The proposed lease conditions are as follows:

- Lease term is for 10 years with a further term option of 10 years;
- Lease fee is \$26,700.00 plus GST per annum paid in advance quarterly, to be reviewed annually.
- Lessee responsible for separately paying;
 1. All applicable operational costs and other utilities
 2. All other costs associated with the lease

VOTING REQUIREMENT

Absolute majority

ATTACHMENTS

1. Existing Lease  

RECOMMENDATION

That Council by **ABSOLUTE MAJORITY**:

1. **ENDORSE** the assignment of the lease for Hangar One, Derby Airport to Frontier Helicopters; and
2. **AUTHORISE** the Chief Executive Officer to sign and make any final amendments to the lease for Hangar One, Derby Airport with Frontier Helicopters for ten years with the option of an additional ten years.

LEASE – AREA 1 DERBY AIRPORT

**SHIRE OF DERBY/WEST KIMBERLEY (ABN 99
934 203 062)
("Lessor")**

and

**FRONTIER HELICOPTERS PTY LTD (ACN 137 863 113)
("Lessee")**

and

**JESSE JOCK WARRINER
("Guarantor")**

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Commencement Date means the date of commencement of the Term referred to in Item 3(a) of Schedule 1;

Consumer Price Index means the consumer price index compiled by the Australian Bureau of Statistics for Perth (Capital City) (All Groups Index Numbers) or if that index is suspended or discontinued, the index substituted for it;

CPI Review Date means each date specified in 5(b) of Schedule 1 as a "CPI Rent Review";

Current CPI means in respect of a CPI Review Date the Consumer Price Index number last published prior to that CPI Review Date;

Facility includes the water supply, drainage, sewerage, gas and electrical fixtures, fittings or appliances, in or on the Land or the Leased Area;

Further Term means the term specified in Item 4 of Schedule 1;

GST means goods and services tax or similar value added tax levied or imposed in Australia pursuant to the GST Law or otherwise on a supply;

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

GST Law has the same meanings as in the GST Act; **LAA** means the *Land Administration Act 1997* (WA);

Land means the land described in Item 1 of Schedule 1;

Lease means this lease including any Schedules or annexures as amended, varied, extended or assigned and includes a reference to any tenancy or other rights whether legal or equitable under which the Lessee occupies or is entitled to occupy, the Leased Area including, but not limited to, a tenancy for a fixed Term, a periodic tenancy or a tenancy at will;

Leased Area means the portion of the Land described in Item 2 of Schedule 1;

Lessee's Covenants means all or any of the covenants contained or implied in this Lease on the part of the Lessee to be observed or performed;

Lessee's Fixtures means each improvement, fixture and fitting installed by the Lessee in or on the Leased Area with the Lessor's consent and includes any shed, building or other improvement erected on the Leased Area;

Lessee's Proportion means the proportion the Leased Area bears to the lettable area of the Land which proportion as at the Commencement Date is 100% of the total payable;

Loss or Claim means:

- (a) a claim, demand, action, proceeding or judgment made; or
 - (b) a damage, loss, obligation, cost, expense or liability incurred (including solicitor's and experts costs);
- however arising and whether present or future, fixed or unascertained, actual or contingent;

Market Rent means the rent obtainable at the relevant Market Rent Review Date in a free and open market if the Leased Area were unoccupied and offered for rent, or a new lease on similar terms, for a use permitted by and on the same terms as are contained in this Lease determined on the basis that the following are taken into account:

- (a) any rent payable under a lease at the time of the Market Rent Review Date by a sitting tenant in a comparable location;
- (b) the highest and best use of the Leased Area;
- (c) the provisions of this Lease;
- (d) the Term and the benefit of any option to renew;
- (e) any other criteria, not inconsistent with any provision in this Lease, which the valuer regards as being relevant to the determination;

and the following are disregarded:

- (f) any default by the Lessee under this Lease; and
- (g) any part of the Term which has expired;

Market Rent Review Dates means each market rent review date specified in Item 5(b) of Schedule 1 as a "Market Rent Review";

Party or Parties means respectively a party or the parties to this Lease;

Permitted Use means the use of the Leased Area permitted by this Lease and specified in Item 6 of Schedule 1;

Previous CPI means in respect of a CPI Review Date the Consumer Price Index number last published before the date which is 12 months prior to that CPI Review Date;

Rent means the annual rent payable by the Lessee as specified in Item 5(a) of Schedule 1;

Rent Review Date means each rent review date as specified in Item 5(b) of Schedule 1;

Schedule means the schedules to this Lease;

Service includes any telecommunication or other electronic communication, drainage, rubbish removal, gas, oil, fuel or other similar commodity, Facility or service in, to or on the Leased Area or otherwise serving the Leased Area or, where applicable, any other part of the Land, but does not include water consumption or power;

Term means the term specified in Item 3(b) of Schedule 1 and may include, where the context permits, any renewal or extension of that term;

Termination means the expiry or earlier determination of this Lease for any reason whatsoever; and

Written Law has the same meaning given to that term in the *Interpretation Act 1984* (WA).

1.2 Interpretation

- (a) Words importing the singular include the plural and vice versa.
- (b) Words importing any gender include the other genders.
- (c) References to persons include corporations and bodies politic.
- (d) References to a person include the legal personal representatives, successors and assigns of that person.
- (e) References to a person which has ceased to exist or has been reconstituted, amalgamated, reconstructed or merged, or the functions of which have become exercisable by any other person or body in its place, shall be taken to refer to the person or body established or constituted in its place or by which its functions have become exercisable.
- (f) References to this Lease include this document as varied or replaced from time to time and notwithstanding any change in the identity of the parties.
- (g) References to writing include any mode of representing or reproducing words in tangible and permanently visible form and includes email and facsimile transmission.
- (h) An obligation, covenant, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them severally.
- (i) An obligation, covenant, representation or warranty of two or more persons shall bind them jointly and each of them severally.
- (j) If a word or phrase is defined, cognate words and phrases have corresponding definitions.
- (k) A reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any other legislative authority having jurisdiction).

- (l) 'Include', 'including' and similar expressions are not words of limitation.
- (m) Reference to anything (including 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.
- (n) Reference to a month and cognate terms means a period commencing on any day of a calendar month and ending on the corresponding day in the next succeeding calendar month but if a corresponding day does not occur in the next succeeding calendar month the period shall end on the last day of the next succeeding calendar month.
- (o) References to clauses, paragraphs, the Schedule or an Annexure are a reference to a clause, paragraph or Schedule of this Lease, and the relevant Annexures to this Lease respectively.
- (p) The covenants on the part of the Lessor:
 - (i) bind only the person entitled to the reversionary estate of the Land immediately expectant upon the determination of the Term at the time of any act or default; and
 - (ii) do not render that person liable in damages except where the act or default of that person or its Authorised Persons occurs while that person is the registered proprietor of the Land.

1.3 Index and Headings

The index and headings have been included in this Lease for ease of reference only and shall be ignored in construing or interpreting any part of this Lease.

1.4 Time

In this Lease:

- (a) references to time are to local time in Perth, Western Australia;
- (b) where time is to be reckoned from a day or event, such day or the day of such event shall be excluded.

1.5 Exercise of Discretion

A power, authority, right or discretion conferred by this Lease may be exercised from time to time as the occasion requires and will be in that party's absolute discretion unless otherwise specified.

1.6 Withholding of Consent or Approval

Unless otherwise stated in this Lease, where the consent or approval of a party is required, that consent or approval shall not be unreasonably refused, conditioned or delayed.

2. LEASE**2.1 Grant of Lease**

Subject to:

- (a) the Lessor complying with the procedures set out in section 3.58 of the *Local Government Act 1995 (WA)* relating to the disposal of property; and
- (b) any other necessary approvals and consents, if and to the extent that those approvals and consents are necessary,

the Lessor has agreed to lease the Leased Area to the Lessee on the terms and conditions of this Lease.

3. LESSEE'S COVENANTS

The Lessee HEREBY COVENANTS with the Lessor to do the things set out in this clause 3:

3.1 Rent and Rent Review

The Lessee shall pay to the Lessor the Rent in the manner specified in Item 5(a) of Schedule 1 and by the method specified by the Lessor (including by direct deposit) without deduction or set-off (including equitable set-off) except that the first and last payments will be apportioned on a daily basis in respect of periods of less than a month, and the first payment is due on the Commencement Date.

3.2 Rent Review

- (a) On each Rent Review Date, the Rent shall be reviewed to determine the Rent to be paid by the Lessee until the next Rent Review Date.
- (b) The review will be either based on:
 - i) Market Rent Review; or
 - (ii) a CPI Rent Review, as may be specified in Item 5(b) of Schedule 1.

3.3 Market Rent Review

With effect from each Market Rent Review Date, the Rent shall be reviewed in accordance with the following provisions:

- (a) The Lessor may, not earlier than three (3) months before a Market Rent Review Date, give the Lessee a notice setting the Rent at a rent which the Lessor considers to be the Market Rent ("Market Rent Review Notice") except that the failure of the Lessor to give such a notice before the Market Rent Review Date does not preclude the Lessor from giving such a notice in respect of that Market Rent Review Date at any later time.
- (b) If the Lessor reviews the Rent to the Market Rent and the Lessee disagrees with the Lessor's determination, the Lessee shall give the Lessor a notice within twenty (20) Business Days of service of the Market Rent Review Notice on the Lessee disputing the Lessor's determination ("Dispute Notice"), and the Market Rent shall be determined:
 - (i) by agreement between the Lessor and the Lessee; or
 - (ii) if the Lessor and the Lessee cannot agree on the Market Rent, by a licensed valuer jointly appointed by the Lessor and the Lessee or, failing agreement between the Lessor and the Lessee as to who to appoint, by a licensed valuer appointed 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 by that body at the relevant time);

and the licensed valuer shall:

- (iii) determine the Market Rent;
 - (iv) act as an expert and not as an arbitrator; and
 - (v) give the Lessor and the Lessee the licensed valuer's determination in writing setting out the reasons for it;
- and:
- (vi) the annual Rent as reviewed and payable from the Market Rent Review Date shall be the Market Rent as determined by the licensed valuer under this clause;
 - (vii) the Lessor and the Lessee shall be obliged to pay the licensed valuer's fees in equal shares;
 - (viii) if the Lessee gives a Dispute Notice the Lessee shall continue to pay the Rent amount applicable immediately before the Market Rent Review Date ("Prevailing Rent") until the amount of the reviewed Rent is determined in accordance with this clause 3.3(b);
 - (ix) if the Market Rent determined by the licensed valuer is less than the Prevailing Rent, the Lessor shall credit the Lessee with the amount of the overpayment in respect of any future instalments of Rent due; or
 - (x) if the Market Rent determined by the licensed valuer is more than the Prevailing Rent, the Lessee shall immediately pay the Lessor the amount of the underpayment for the period from the Market Rent Review Date.

- (c) If the Lessee fails to give a Dispute Notice within the twenty (20) Business Day period stipulated in clause 3.3(b), then the Market Rent set out in the Lessor's Market Rent Review Notice is deemed agreed and shall apply from the relevant Market Review Date. .
- (d) The Lessor may institute a rent review notwithstanding the Rent Review Date has passed and the Lessor did not institute a rent review on or prior to that Rent Review Date, 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.

3.4 CPI Rent Review

- (a) With effect from each CPI Rent Review Date, the Rent shall be reviewed so that it is the sum calculated on the basis of the following formulae:

$$RR = \frac{(R \times CCPI)}{PCPI}$$

Where:

"RR" = the annual Rent as reviewed;

"R" = the annual Rent payable immediately before the relevant Rent Review Date

"CCPI" = the Current CPI; and

"PCPI" = the Previous CPI.

3.5 Rates and Taxes and Outgoings

The Lessee will pay to the Lessor or other relevant Authority (as directed by the Lessor):

- (a) all applicable local government, water or other rates, taxes, charges or levies assessed or payable in respect of the Leased Area including but not limited to rubbish collection charges and any emergency services levy, local government services and other charges;
- (b) water, drainage and sewerage rates, charges for disposal of stormwater, meter rent and excess water charges in respect of the Leased Area;
- (c) land tax on a single ownership basis in respect of the Leased Area; and
- (d) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Leased Area,

on or before the due date for payment of those outgoings, rates, taxes, charges or levies provided always that where any such outgoings, rates, taxes, charges or levies apply to the whole of the Land, the Lessee is liable to pay the Lessee's Proportion of such outgoings, rates, taxes, charges or levies.

3.6 Services and Utilities

- (a) The Lessee must pay all charges either to the Lessor or the relevant supplier (as directed by the Lessor) for water consumption, electricity, telephone or other Services or utilities or facilities (including meter rental) relating to the Leased Area or the use or occupation of the Leased Area on or before the due date for such each such Service.
- (b) The Lessee must observe and comply with any conditions of supply of Services by the Lessor, or where no conditions of supply are imposed by the Lessor, observe and comply with the conditions of supply of Services imposed by the relevant Authority.
- (c) If any Service is not provided by the Lessor, the Lessee is responsible to make the Lessee's own arrangements at the Lessee's own cost for the supply of the Service to the Leased Area. For the avoidance of doubt, the Lessor is not obliged to provide or to facilitate the procuring of any Services or facilities to or for the Leased Area.
- (d) The Lessee must at its expense install any meters required to separately meter water, telephone or other Services or utilities or facilities consumed by the Lessee for the Leased Area.
- (e) The Lessee shall maintain the existing electricity sub-meter to the satisfaction of the Lessor and shall pay for any sub-meter rental.

3.7 Sublet, Mortgage or Part with Possession

- (a) The Lessee must not sublet, mortgage or part with possession of the Leased Area or any part of the Leased Area or the benefit of this Lease without the prior written consent of the Lessor which consent must not be unreasonably withheld or delayed.
- (b) The covenants and agreements on the part of any sublessee shall be deemed to be supplementary to the Lessee's Covenants and shall not in any way relieve or be deemed to relieve the Lessee from the Lessee's Covenants.

3.8 Assignment or Subletting

- (a) The Lessee must not assign or sublet the Leased Area or any part of the Leased Area or the benefit of this Lease without the prior written consent of the Lessor which consent will not be unreasonably withheld or delayed if:
 - (i) the Lessee demonstrates to the reasonable satisfaction of the Lessor that the party proposed as assignee is a solvent, respectable person or entity having at least the trading potential and business acumen and advantages of

the Lessee and the capacity to perform all and singular Tenant's Covenants;
and

- (ii) if there is a Guarantor of the Lease a replacement guarantor provides a guarantee and indemnity pursuant to this Lease.
- (b) In the event that the Lessor approves any assignment or sublease:
 - (i) the Lessee must procure the execution by the proposed assignee of a deed of assignment or sublease of this Lease to which the Lessor is a party, prepared and completed by the Lessor's solicitors at the cost of the Lessee in all respects; and
 - (ii) all Rent then due or payable must be paid in full and there must not be any existing unremedied breach of any of the Lessee's Covenants at the time of the assignment or subletting.
- (c) On approval of any assignee by the Lessor following execution of Assignment documentation by the approved Assignee, the Lessee as assignor shall be deemed to be relieved from any further obligations under this Lease.
- (d) Any sub-lease of the Leased Area will not in any way relieve or be deemed to relieve the Lessee from the Lessee's Covenants or the Guarantor of any Guarantee and indemnity provided under this Lease.
- (e) Sections 80 and 82 of the Property Law Act 1969 (WA) are excluded from and do not apply to this Lease.
- (f) If the Lessee is a corporation the shares in which are not quoted on any stock exchange in Australia, any change 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 this Lease.

3.9 Statutory Obligations

Despite anything to the contrary contained or implied in this Lease, the Lessee will immediately comply with all Acts and Written Laws relating to the Leased Area or to the use of the Leased Area by the Lessee.

3.10 Buildings and Alterations

- (a) The Lessee shall not, without the prior written consent of the Lessor, erect or cause to be erected any building or structure on the Leased Area or make or cause to be made any structural or major alteration to any building or structure thereon.
- (b) If any buildings and improvements are to be constructed, erected or made or works carried out or executed on the Leased Area by the Lessee (as approved by the Lessor), they will be constructed, erected, made, carried out and executed:

- (i) in accordance with all Written Laws;
 - (ii) in a structurally sound manner to a good workmanlike standard; and
 - (iii) under the supervision and to the satisfaction of the Lessor's engineer and not otherwise and in the event of any dispute the certificate of the Lessor's engineer is final.
- (c) Following any building or improvements the Lessee must obtain an engineer's certificate (in form and content satisfactory to the Lessor) in respect to the existing building and any proposed works to certify that the building and any extension or alteration is structurally sound.

3.11 Damage Caused by Fixtures and Fittings

The Lessee shall repair and make good any damage which may be caused to the Leased Area by the installation or removal of any fixtures and fittings on or in the Leased Area.

3.12 Cleaning, Maintenance and Repair

- (a) The Lessee shall:
 - (i) maintain, replace, repair and keep the Leased Area in good and tenantable repair and condition and in good order and generally in accordance with the condition the Leased Area was in at the Commencement Date with the exception of fair wear and tear;
 - (ii) keep and maintain the Leased Area clean and tidy and reasonably free from termites, vermin, dirt and rubbish; and
 - (iii) regularly inspect and maintain in good condition any part of the Leased Area which surrounds any buildings, including but not limited to any flora, gardens, lawns, shrubs, hedges, trees and fencing.
- (b) The Lessee and the Lessor covenant and agree that the Lessee is fully responsible for the Lessee's Fixtures during the Term and any renewal or extension of the Term including, but not limited to:
 - (i) maintaining, cleaning, repairing, renovating, replacing, and refurbishing the Lessee's Fixtures as required:
 - (A) in good tenantable condition;
 - (B) including any works of a structural nature; and
 - (C) in a manner and condition so that there is:

- (1) no undue resultant risk to the Lessee, users of the Leased Area or Land, users of the Derby Airport precinct generally; or
- (2) no adverse impact upon the operations of the Derby Airport or the operation of other airport users.

3.13 Use

- (a) The Lessee shall not:
 - (i) use or permit to be used the Leased Area for any purpose other than for the Permitted Use, without the prior consent of the Lessor;
 - (ii) carry on or permit to be carried on upon the Leased Area or any part of the Leased Area any noxious, noisome, offensive or illegal trade, act, business, occupation or calling;
 - (iii) make, do or permit upon the Leased Area any act, matter or thing that may be or become a nuisance or annoyance to the Lessor or to other persons having access to the Land or to the owners or occupiers of property in the neighborhood of the Leased Area;
 - (iv) except for the itinerant and temporary use of parts of the Leased Area for accommodation of the Lessee's pilots, not permit the Leased Area to be used as a permanent residence or accommodation for any person at any time unless such required approvals for such use are obtained and in place;
 - (v) keep any birds or animals in or about the Leased Area without obtaining the prior written consent of the Lessor;
 - (vi) clear or construct access roads within the Land without obtaining the prior written consent of the Lessor; and
 - (vii) except as required under clause 3.12, cut down any trees, plants or shrubs or sell, remove or otherwise dispose of any clay, sand, gravel, timber or other materials from the Leased Area or the Land.
- (b) The Lessor reserves the right to grant any other leases or licenses for business of the same type as the Permitted Use.

3.14 Advertising

The Lessee shall not affix or exhibit or permit to be affixed or exhibited to or upon any part of the Leased Area any placard, poster, sign, board or other advertisement without obtaining the prior written consent of the Lessor which consent must not be unreasonably withheld or delayed in the case of any sign or advertisement relating directly to the business of the Lessee conducted on the Leased Area.

3.15 Insurance

- (a) The Lessee shall insure and keep insured:
 - (i) the Lessee in a public risk policy for an amount which at the Commencement Date is not less than the sum of TWENTY MILLION DOLLARS (\$20,000,000.00) in respect of any one claim or such higher amount as the Lessor shall from time to time require, with an insurance company approved by the Lessor, and to notify the Lessor details of the insurance and to ensure that such insurance conforms with the reasonable requirements from time to time of the Lessor of which the Lessee is given notice and, on demand, to supply to the Lessor the policy in respect of public risk insurance and the receipt for the last premium; and
 - (ii) the Lessee's Fixtures or any part of the Lessee's Fixtures and any equipment or appliance in the Lessee's Fixtures against fire, explosion, earthquake, aircraft, riot, civil commotion, flood, lightning, storm, tempest, act of God, fusion, smoke, rainwater, water leakage, impact by vehicles, machinery breakdown and malicious acts or omissions, demolition and removal of debris, architects and other consultants fees;
 - (iii) all employees (if any) of the Lessee in the usual Workers' Compensation Policy; and

AND if the Lessee at any time fails to insure and keep insured, the Lessor may do all things necessary to effect or maintain the insurance and the Lessee shall repay any moneys expended by the Lessor for that purpose on demand and any moneys so expended shall be deemed to be rent in arrears and may be recovered by the Lessor accordingly.

- (b) The Lessee acknowledges that it is responsible to obtain all relevant insurances to cover any damage and/or theft to its property. The Lessor does not take any responsibility for the Loss or Claim in respect to the Lessee's property save and except for any loss or claim arising out of any negligent act or omission of the Lessor or any of the Lessor's employees, contractors or agents.

3.16 Notification to Lessor

- (a) The Lessee must notify the Lessor immediately:
 - (i) when an event occurs which gives rise or might give rise to a claim under, or which could prejudice a policy of insurance; or
 - (ii) when a policy of insurance is cancelled.
- (b) The Lessor may, but the Lessee may not without prior written consent of the Lessor, settle or compromise any claim under any insurance required by clause 3.15.

- (c) The Lessee irrevocably appoints the Lessor as the Lessee's attorney during the Term:
 - (i) in respect to all matters and questions which may arise in relation to any insurance required by clause 3.15 or clause 3.16;
 - (ii) with full power to demand, sue for and recover and receive from any insurance company or society or person liable to pay the insurance money as are payable for the risks covered by the insurances required by clause 3.15;
 - (iii) to give good and effectual receipts and discharges for the insurance; and
 - (iv) to settle, adjust, arbitrate and compromise all claims and demands and generally to exercise all powers of absolute owner.
- (d) The Lessee agrees with the Lessor that it shall be responsible to pay any excess payable in connection with the insurances referred to in clause 3.15.

3.17 Not to Invalidate Insurance

- (a) The Lessee will not do or allow anything to be done which might result in any insurance policy effected under this Lease or in respect of the Leased Area becoming void or voidable or which might increase the premium on any policy
- (b) The Lessee will pay all additional premiums of insurance arising from or in connection with the acts or omissions of the Lessee.

3.18 Entry by the Lessor

The Lessee shall permit:

- (a) the Lessor and its Authorised Persons at all reasonable times to enter upon the Leased Area and view the condition of the Leased Area upon reasonable written notice being given by the Lessor (except in an emergency where written notice is not required);
- (b) the Lessor and its Authorised Persons with all necessary vehicles, plant, equipment and materials at all reasonable times and upon reasonable notice to have access to the Leased Area for the purposes of carrying out any repairs, building, alterations, improvements or works whether structural or otherwise which the Lessor desires or is required to effect upon the land adjoining the Leased Area; and
- (c) the Lessor and its Authorised Persons and prospective tenants and others with written authority from the Lessor access at all reasonable times and upon receiving reasonable prior notice during the last three (3) months of the Term for the purpose of viewing the Leased Area.

3.19 Costs

- (a) The Lessee shall pay all reasonable costs and expenses of and incidental to the preparation, execution and registration of this Lease.
- (b) The Lessee is liable for and shall pay all reasonable costs, charges and expenses (including solicitors' costs and architects' fees) incurred by the Lessor for the purposes of or incidental to the preparation and service of a notice under Section 81 of the *Property Law Act 1969* (WA) requiring the Lessee to remedy a breach of any of the Lessee's Covenants, notwithstanding forfeiture for such breach shall be avoided otherwise than by relief granted by the Court.

3.20 Indemnity

- (a) The Lessee shall indemnify and keep indemnified the Lessor from and against all liability to any person in respect of:
 - (i) Loss or Claim or damage to property arising from or incidental to the use or occupation of the Leased Area whether as the result of negligence, occupier's liability or otherwise howsoever; and
 - (ii) any death of or injury suffered by any person; and
 - (iii) any nuisance,committed on or arising out of or in connection with (directly to indirectly):
 - (iv) use or occupation of the Leased Area by the Lessee and the Lessee's employees, contractors or invitees whether or not the Lessor has consented to that use;
 - (v) any work carried out by or on behalf of the Lessee on the Land;
 - (vi) the Lessee's activities, operations or business on, or other use of any kind by the Lessee and the Lessee's employees, contractors or invitees of, the Leased Area;
 - (vii) any default by the Lessee in the due and punctual performance, observance and compliance with any of the Lessee's covenants or obligations under this Lease; or
 - (viii) an act or omission of the Lessee.
- (b) The Lessee's obligation to indemnify the Lessor under this Lease or at law is not affected by any insurance maintained by the Lessor in respect of the Leased Area but shall not apply in respect of any loss or claim for any death of or injury suffered by any person arising as a result of any negligent act or omission on the part of the Lessor or any of the Lessor's employees, contractors or agents.

3.21 Vacating Leased Area

- (a) Subject to any Special Condition, upon the expiration or sooner determination of the Term, the Lessee shall yield up the Leased Area cleared of all buildings, improvements, fixtures, fittings and chattels and in a clean and tidy condition and free of any rubbish and debris to the satisfaction of the Lessor.
- (b) Subject to the Special Conditions, prior to the expiry or earlier determination or termination of the Term the Lessee shall take, remove and carry away from the Leased Area all Lessee's Fixtures signs, fixtures, fittings, plant, equipment or other articles upon the Leased Area in the nature of trade or tenant's fixtures brought upon the Leased Area by the Lessee.
- (c) In such removal, the Lessee shall promptly make good to the satisfaction of the Lessor any damage which may be occasioned by such removal. But the parties acknowledge and agree that any signs, fixtures, fittings, plant, equipment or other articles not so removed by the Lessee shall become the absolute property of the Lessor and the Lessee shall remain liable for the cost of their removal from the Leased Area by the Lessor and for the cost of making good any damage to the Leased Area so caused.

3.22 To Report Certain Matters to the Lessor

The Lessee shall give to the Lessor prompt notice in writing of any known accident to or defect or want of repair in any Services, fixtures, fittings, plant or equipment on the Leased Area and the proposals of the Lessee to remedy or rectify the same and of any circumstances likely to be or to cause any danger, risk or hazard to the Leased Area or any person thereon.

3.23 Comply with Special Conditions

- (a) The Lessee shall comply with the Special Conditions set out in Schedule 2.
- (b) To the extent of any conflict between the terms of the body of the Lease and the Special Conditions, the Special Conditions will prevail.

3.24 GST

- (a) Words used in this clause which have a defined meaning in the GST Law have the same meanings as in the GST Law unless the context indicates otherwise.
- (b) The Rent and other moneys payable under this Lease have been calculated without regard to GST, and the Lessor and the Lessee agree that the Lessor shall be entitled to charge an additional amount if the Lessor becomes subject to GST as a result of the grant of this Lease or any supply to the Lessee under or in connection with this Lease, and the following provisions shall apply:
 - (i) the Lessee must do everything reasonably requested by the Lessor to ensure this Lease is treated as taxable for the purposes of the GST, the Lessee must pay

the GST to the Lessor at the same time as the payment to which the GST relates, and the Rent and other amounts payable under this Lease are exclusive of GST;

(ii) the Lessee must pay to the Lessor on demand any GST charged on goods and services acquired or payable or paid by the Lessor in connection with this Lease or the Leased Area, including but not limited to any GST payable in connection with or in respect of the provision of any Services and the Rent; and

(iii) where the liability of the Lessee under this clause cannot be separately determined, the Lessee shall pay to the Lessor on demand an amount which is equal to the Lessee's Proportion of the relevant GST.

(c) A party's right to payment under this clause 3.24, is subject to a valid Tax Invoice being delivered to the party liable to pay for the taxable supply.

4. LESSOR'S COVENANTS

4.1 Quiet Enjoyment

The Lessor HEREBY COVENANTS with the Lessee that the Lessee will peaceably hold and enjoy the Leased Area during the Term without any interruption by the Lessor or any person rightfully claiming under it subject to:

- (a) the rights of the Crown and subject to all the terms and conditions upon which the Leased Area were vested in and are held by the Lessor;
- (b) the Lessee paying the Rent reserved by this Lease; and
- (c) the Lessee observing and performing the Lessee's Covenants.

5. MUTUAL COVENANTS

The parties further covenant and agree the matter set out in clause 5.

5.1 Default by Lessee

If:

- (a) the Rent reserved by this Lease or any part of the Rent or any other moneys payable under this Lease are unpaid for twenty-eight (28) days after written notice requiring payment thereof has been given by the Lessor to the Lessee; or
- (b) the Lessee defaults in the observance or performance of any of the Lessee's Covenants and such default continues for twenty-eight (28) days after written notice requiring remedy thereof has been given by the Lessor to the Lessee; or

- (c) any person is in occupation of the Leased Area or any part of the Leased Area or in receipt of the rents and profits of the Leased Area other than the Lessee or an approved transferee or sub-lessee; or
- (d) the Lessee or other person in whom for the time being the Term hereby granted is vested permits any execution to be levied on the Leased Area;
- (e) a mortgagee takes possession of the property of the Lessee under this Lease; or
- (f) the Leased Area are abandoned or vacated for any reason,

then, and in any of such cases, the Lessor may at any time thereafter determine this Lease and may re-enter upon the Leased Area and remove from the Leased Area all property (if any) belonging to the Lessee (at the Lessee's sole cost) and hold possession of it as if this Lease had not been made, without any process of law or further authority. The Lessor's rights under this clause are without prejudice to the right of action of the Lessor in respect of any antecedent breach of the Lessee's Covenants.

5.2 Essential Terms

The Lessee's Covenants in the following clauses are each an essential term of this Lease:

- (a) 3.1 and 3.2 ("Rent and Rent Review");
- (b) 3.5 ("Rates and Taxes");
- (c) 3.6 ("Utilities");
- (d) 3.7 ("Sublet, Mortgage or Part with Possession");
- (e) 3.8 ("Assignment");
- (f) 3.10 ("Buildings and Alterations");
- (g) 3.12 ("Cleaning, Maintenance and Repair");
- (h) 3.13 ("Use");
- (i) 3.15, 3.16 and 3.17 ("Insurance");
- (j) 3.18 ("Entry by Lessor");
- (k) 3.19 ("Costs");
- (l) 3.20 ("Indemnity");

- (m) 3.21 ("Vacating Leased Area"); and
- (n) 3.24 ("GST").

5.3 Waiver

In respect of the Lessee's obligations to:

- (a) pay Rent, the acceptance by the Lessor of arrears of Rent does not constitute a waiver of the essential nature of the Lessee's obligations to pay; and
- (b) observe and comply with the Lessee's Covenants, the waiver of any such covenant shall not operate as a waiver of another breach of the Lessee's Covenants.

5.4 Breach of Essential Terms is Fundamental Breach

The breach, non-observance, or non-performance of any one or more of the Lessee's Covenants specified in clause 5.2 is a fundamental breach of this Lease on the part of the Lessee. However, nothing contained in this clause prevents any other covenant of this Lease from being construed as an essential term of this Lease.

5.5 Termination Following Breach of Essential Term

Subject to clause 5.6 and 5.7, if the Lessor terminates this Lease following a breach of an essential term of this Lease or otherwise, then without prejudice to any other right or remedy of the Lessor contained or implied in this Lease, the Lessor may recover from the Lessee as and by way of liquidated damages for the breach:

- (a) arrears of Rent;
- (b) all expenses of and incidental to re-letting the Leased Area; and
- (c) the difference, if any, between the Rent and any other moneys which would have been payable by the Lessee for the unexpired residue of the Term but for the determination calculated from the date of the determination to the date of expiration of the Term if it had expired by the effluxion of time, and the rent and any other moneys which the Lessor obtains by re-letting the Leased Area for the unexpired residue of the Term.

5.6 Re-letting at Lessor's Discretion

The Lessor is not required or obliged to offer or accept in respect of any re-letting, terms, covenants, conditions and stipulations which are the same or similar to the terms, covenants, conditions or stipulations herein contained or implied.

5.7 Lessor's Obligation to Mitigate Loss Preserved

Nothing in this clause whether express or implied diminishes or otherwise lessens any obligation which the Lessor may have at law to mitigate its loss.

5.8 Lessor's Right to Remedy Lessee's Default

- (a) If the Lessee fails to perform any of the Lessee's Covenants, the Lessor may, without prejudice to the Lessor's rights under clause 5.1, provided that the Lessor has first given the Lessee written notice of the Lessee's failure to perform any of the Lessee's covenants and allowed the Lessee not less than five (5) Business Days in which to remedy such failure, remedy the default or the failure to perform as if the Lessor was the Lessee, at the Lessee's cost. The Lessee must pay the Lessor all liabilities incurred by the Lessor in remedying the default or failure to perform on demand.
- (b) None of the following events constitutes a re-entry or forfeiture or waiver of the Lessor's rights to recover in full all money payable by the Lessee under the Lease:
 - (i) acceptance of the keys or other access devices for the Leased Area;
 - (ii) entry to the Leased Area by the Lessor for the purpose of inspection or for the purpose of showing the Leased Area to prospective lessees;
 - (iii) advertising the Leased Area for re-letting.

5.9 No prejudice of Lessor's rights

Any re-possession or attempted re-possession of the Leased Area by the Lessor or any demand for or acceptance of the Rent or other money payable under this Lease will not:

- (a) prejudice or affect the Lessor's rights under this Lease;
- (b) release the Lessee from performing the Lessee's Covenants; or
- (c) be deemed an election by the Lessor as to the exercise of the Lessor's rights under this Lease or at law.

5.10 Exercise of rights by Lessor

The Lessor may exercise the Lessor's rights under this Lease or at law notwithstanding laches, neglect or waiver in respect of any breach of the Lessee's Covenants, and without giving notice except in accordance with this Lease or as required by law, and without having to prove any default by the Lessee or the continuance of that default.

5.11 Holding Over

Should the Lessee remain in possession of the Leased Area after the expiration of the Term with the consent of the Lessor then:

- (a) the Lessee shall be a monthly tenant only of the Lessor on the same terms and conditions as those contained in this Lease; and
- (b) the monthly tenancy will be terminable at any time on one (1) month's written notice being given by either the Lessor or the Lessee;
- (c) during any period of holding over:
 - (i) the annual Rent shall initially be calculated as the Rent at the date of expiry increased by five percent (5%); and
 - (ii) thereafter on each anniversary of the commencement of the period of holding over the Rent shall increase by a quantum of five percent (5%) of the annual Rent calculated immediately prior to such increase.

5.12 Lessee's Risk and Expense

Anything that the Lessee is obliged or required by this Lease to do or effect or omit to do shall be at the sole risk and expense of the Lessee.

5.13 Destruction & Abatement of Rent & Statutory Charges

Not Used.

5.14 Easements, Etc.

For the purposes of:

- (a) providing public or private access to and egress from the Land;
- (b) providing support for any structures hereafter erected on land adjoining the Leased Area; and
- (c) providing Services including water, drainage, gas, electricity, telephone and other electronic communications to the Leased Area or land adjoining the Leased Area,

the Lessor may:

- (d) enter into any arrangement or agreement;
- (e) dedicate or transfer any portion of the Leased Area; and

- (f) grant or create any easement or privilege,

PROVIDED THAT in exercising its right under this clause the Lessor shall minimise the interference with the Lessee's use and occupation of the Leased Area and may not exercise its rights under this clause if that exercise substantially or materially interferes with the Lessee's use and occupation of the Leased Area.

6. OTHER PROVISIONS

6.1 Severance

In the event of any part of this Lease being or becoming void or unenforceable whether due to the provisions of any Act or otherwise then that part shall be severed from this Lease to the intent that all parts that shall not be or become void or unenforceable shall remain in full force and effect and be unaffected by any severance.

6.2 Lessor or Lessee May Act by Agent

All acts and things which the Lessor or Lessee is required or empowered to do under this Lease may be done by the Lessor or the Lessee or the solicitor or employees of the Lessor or the Lessee.

6.3 Caveats and registration of Lease

- (a) Either party may register this Lease, but the Lessee must not lodge an absolute caveat over the Leased Area to protect the interest of the Lessee under this Lease.
- (b) The Lessee must surrender any registered lease and withdraw any caveat lodged by or on behalf of the Lessee over the Leased Area on Termination of the Lease.
- (c) In consideration of the Lessor leasing the Leased Area to the Lessee, the Lessee irrevocably appoints the Lessor and every officer of the Lessor as defined by the Corporations Act 2001 (Cth) to be attorney of the Lessee, in the name and on behalf of the Lessee, and as the act and deed of the Lessee to sign and lodge at Landgate, Perth, a surrender of lease and a withdrawal of any caveat lodged by or on behalf of the Lessee and not surrendered or withdrawn on Termination of the Lease.
- (d) The Lessee:
 - (i) undertakes to ratify all that the attorney does or causes to be done under or by virtue of subclause 6.3(c); and
 - (ii) indemnifies the Lessor in respect of any Loss or Claim arising from any act done under or by virtue of subclause 6.3(c), and the Lessor's costs and expenses of and incidental to the surrendering of the Lease and withdrawing of any caveat lodged by or on behalf of the Lessee affecting the Leased Area.

- (e) On or before the Termination of the Lease, the Lessee must at its own expense:
 - (i) withdraw any caveat lodged by the Lessee over the Leased Area;
 - (ii) discharge any mortgage or other registered encumbrance relating to any liability of the Lessee registered over the Leased Area;
 - (iii) surrender any registered lease over the Leased Area;
 - (iv) execute a withdrawal of caveat in a form approved or any other document that may be required to remove any encumbrance on the certificate(s) of title for the Leased Area, and to execute a deed or surrender of lease in the form approved or any other document that may be required in order to remove any lease or notification of it as an encumbrance on the certificate(s) of title for the Leased Area; and
 - (v) if requested by the Lessor, do all things necessary to assist in the cancellation of any qualified title for the Leased Area.
- (f) The Lessee hereby indemnifies, and shall keep indemnified, the Lessor against all Loss or Claim suffered by the Lessor as a result of the Lessee's failure to comply with clause 6.3(e) on or before expiry or sooner determination of the Lease.

6.4 Exclusion of Warranties

- (a) The Lessor does not expressly or impliedly warrant that the Leased Area are now or remain suitable or adequate for all or any of the purposes of the Lessee.
- (b) All warranties (if any) as to suitability and adequacy of the Leased Area implied by law are hereby expressly negated.
- (c) The Lessee acknowledges and agrees that no promise, representation, warranty or undertaking has been given by, or on behalf of, the Lessor relating to:
 - (i) the suitability of the Leased Area for the Permitted Use; or
 - (ii) the equipment, fittings, utilities, facilities and amenities or other services in, or servicing, the Land or Leased Area.

6.5 Lessor's Discretion

Nothing in this Lease shall fetter or be construed as an attempt to fetter the discretion or the powers of the Lessor acting in its capacity as an Authority under any Written Law.

6.6 Lessor not liable

Except in the case of any negligent act or omission of the Lessor or any of the Lessor's employees, contractors or agents, the Lessor will not otherwise be liable to the Lessee and

the Lessee will not make any claim against the Lessor in respect of any liability resulting from any accident, death, injury, damage to any Lessee's Fixtures, property (including water damage), equipment, or machinery malfunction, interruption of Services or other event of a similar nature in or on or affecting the Leased Area.

6.7 Certificates

A certificate or notice signed by or on behalf of the Lessor or the Lessor's solicitors about a matter or a sum payable is sufficient evidence of the matter or sum stated in the certificate or notice unless the matter or sum is proved to be false or a manifest error.

6.8 Termination

The Termination of this Lease does not affect the Lessee's obligation to pay Rent or other monies payable under this Lease or do any act which is to be done after Termination as provided by this Lease.

6.9 Proper Law

This Lease shall be governed by and interpreted in accordance with the laws of Western Australia and, where applicable, the laws of the Commonwealth of Australia.

6.10 Notices

Any notice to:

- (a) the Lessee shall be sufficiently served on the Lessee if left addressed to the Lessee on the Leased Area or sent to the Lessee by post at its address specified in this Lease (or to such other address as notified in writing to the Lessor by the Lessee from time to time);
- (b) the Lessor shall be sufficiently served on the Lessor if left addressed to the Lessor, or sent to the Lessor by post, at its address specified in this Lease (or to such other address as notified in writing to the Lessee by the Lessor from time to time);

and a notice will be deemed to be served:

- (c) if left at the address given for the recipient, then at the time of leaving the notice;
and
- (d) if sent by pre-paid post, on the sixth (6) Business Day after the date of posting.

6.11 Whole of Agreement

- (a) The Lessee acknowledges and declares that:

- (i) in entering into this Lease, the Lessee has not relied on any promise, representation, warranty or undertaking given by or on behalf of the Lessor in respect to the suitability of the Leased Area or of the finish, facilities, amenities or Services thereof; and
 - (ii) the covenants and provisions contained in this Lease expressly or by statutory implication cover and comprise the whole of the agreement between the parties.
- (b) The parties expressly agree and declare that no further or other covenants or provisions whether in respect of the Leased Area or otherwise shall be deemed to be implied herein or to arise between the parties by way of collateral or other agreement.

6.12 Moratorium Negatived

The application to this Lease of any moratorium or other Act having the effect of extending or reducing the Term, reducing or postponing the payment of the Rent reserved by this Lease or any part of the Rent or otherwise affecting the operation of the Lessee's Covenants or providing for compensation, rights or privileges at the expense of the Lessor in favour of the Lessee or any other person is hereby expressly excluded and negatived.

7. OPTION TO RENEW

7.1 Further Term

- (a) If the Lessee desires to lease the Leased Area for the Further Term, the Lessee shall give to the Lessor notice in writing of that desire not earlier than six (6) months but not later than three (3) months prior to the expiration of the Term, and if at the time of giving such notice there shall be no outstanding breach or non-observance of any of the Lessee's Covenants, then the Lessor will at the cost of the Lessee grant to the Lessee a lease of the Leased Area for the Further Term on the same terms and conditions as are contained or implied in this Lease other than this right of renewal at the Rent as adjusted in accordance with Item 5(b) of Schedule 1 to this Lease.
- (b) Upon the valid exercise of the option to renew this Lease, the Lessee shall, prior to the expiration of the Term, execute a deed recording the extension of this Lease. The deed shall be prepared by the Lessor's solicitors in a form approved by the Lessor at the expense of the Lessee in all respects including payment of all stamp duty and the Lessor's solicitors' costs and disbursements.

8. TRUSTEE PROVISIONS

- (a) The Lessee is taken to enter into this Lease both as trustee and in the Lessee's personal capacity and acknowledges that the Lessee is personally liable for the performance of the Lessee's Covenants.
- (b) Will take any action necessary to ensure the assets of the trust are available to satisfy any claim by the Lessor for any default by the Lessee

- (c) Will assign to the Lessor any right of indemnity the Lessee has against the assets of the trust to the extent of the liability of the Lessee under this Lease; and
- (d) Warrants that the Lessee has the power and authority under the terms of the trust to enter into this Lease.

9. GUARANTEE AND INDEMNITY

- (a) In consideration of the Lessor entering into this Lease with the Lessee at the request of the Guarantor, the Guarantor hereby jointly and severally:
 - (i) guarantees payment by the Lessee of the Rent and other money payable by the Lessee to the Lessor pursuant to this Lease and the observance and performance by the Lessee of the Lessee's Covenants;
 - (ii) agrees that if any money payable by the Lessee to the Lessor pursuant to the terms of this Lease shall not be recoverable from the Guarantor under this Guarantee by reason of any legal limitation, disability or incapacity on or of the Lessee or by reason of any avoidance of liability of the Lessee or of any other fact or circumstance then the Guarantor will hold the Lessor fully indemnified at all times against all Loss or Claim which the Lessor may suffer or incur by reason of any such limitation disability incapacity failure fact or circumstance.
 - (b) The Guarantor covenants and agrees with the Lessor as follows:
 - (iii) to pay all money due and payable to the Lessor by the Lessee under this Lease upon demand;
 - (iv) the liability of the Guarantor will not be affected by:
 - (a) the granting of any time or other indulgence by the Lessor to any person;
 - (b) any compounding, compromise, release, abandonment, waiver, variation or renewal of any term of this Lease or of the rights of the Lessor or any omission;
 - (c) the avoidance of any payment by the Lessee or the Guarantor to the Lessor;
 - (d) any other dealing, matter or thing which but for this provision operates to affect the liability of the Guarantor;
 - (v) this Guarantee is an irrevocable and continuing Guarantee and will remain in effect for the benefit of the Lessor in respect of all liabilities of the Lessee arising from this Lease both before and after the determination of the Lease;

- (vi) all benefits or moneys received by the Lessor from or on account of the Lessee capable of being applied by the Lessor in reduction of any money owing to the Lessor will be taken and applied by the Lessor as payment in gross without any right of the Guarantor to claim any benefit from any moneys so received by the Lessor;
 - (vii) upon liquidation or bankruptcy of the Guarantor the Lessor will be entitled to provide for the total indebtedness of the Lessee under this Lease for the Term notwithstanding that the Rent or other moneys payable by the Lessee to the Lessor under this Lease are not due and payable at the date of the liquidation or bankruptcy of the Guarantor;
 - (viii) the indemnity given in this clause by the Guarantor will be a principal obligation and may be enforced against the Guarantor without any responsibility on the part of the Lessor to proceed against the Lessee or any other person;
 - (ix) upon liquidation or bankruptcy of the Lessee the Guarantor will not prove in competition with the Lessor and the Guarantor authorises the Lessor to prove for all moneys which the Guarantor has paid under this Lease and retain or to appropriate at the discretion of the Lessor any amount received by the Lessor;
 - (x) to give effect to this Lease the Guarantor waives in favour of the Lessor all rights of the Guarantor against the Lessee;
 - (xi) the liabilities of the Guarantor created by this clause shall not be affected by reason of any security taken by the Lessor being or becoming void or defective;
 - (xii) in the event of any such part of this Lease being severed the Guarantor will not be entitled to rely on or claim the benefit of any such severance;
 - (xiii) this Guarantee will remain in force and continue notwithstanding any extension, renewal or assignment of this Lease, and will continue during any period of holding over by the Lessee (whether or not with the Lessor's consent).
- (c) The obligations (expressed or implied) of the Guarantor in this Lease shall apply to and be fully effective in respect of the Lessee's Covenants whether or not:
- (xiv) the whole or any part of the Lessee's Covenants are enforceable at law or in equity or otherwise pursuant to any express or implied lease, tenancy or other right of occupancy, or tenancy, fixed or periodic or interest in the Leased Area granted by or derived from the Lessor under this Lease or under or pursuant to any antecedent agreement or otherwise enjoyed by the Lessee at law or in equity;
 - (xv) the Lease is in a form such as to be capable of being registered in the manner referred to in the Transfer of Land Act 1893 (WA);
 - (xvi) it is the intention (expressed or implied) of either or both of the Lessor and the Lessee that the Lease be registered in the manner referred to in the *Transfer of Land Act 1893* (WA).

SCHEDULE 1

Item 1. LAND

Lot 143 on Deposited Plan 144238 and being the whole of the land comprised in Certificate of Title Volume 2037 Folio 326.

Item 2. LEASED AREA

That portion of the Land having an approximate area of 1030m², as shown outlined and hachured in red and described as "Lease 1" on the plan attached as Annexure 1 of this Lease.

Item 3. TERM AND COMMENCEMENT DATE

(a) **Commencement Date**

8th September 2025.

(b) **Term**

FIVE (5) years commencing on the Commencement Date.

Item 4. FURTHER TERM

FIVE (5) years commencing from the day being the tenth (5th) anniversary of the Commencement Date.

Item 5. RENT

(a) **Rent during the Term:**

At the Commencement Date, the Rent is:

(i) the quantum of THIRTY THOUSAND AND ONE HUNDRED DOLLARS (\$30,100.00) for the first year and TWENTY-SIX THOUSAND AND SEVEN HUNDRED DOLLARS (\$26,700.00) plus GST per annum thereafter;

(ii) payable by equal monthly instalments in advance:

(1) with the first payment due on the Commencement Date; and

(2) each subsequent payment due monthly in advance each month as invoiced during the Term

The first year of the lease includes the sum of THREE THOUSAND FOUR HUNDRED DOLLARS (\$3,400) for the outright purchase of Audio-Visual equipment including;

(1) 65" Trident TV

(2) Conferencing video bar

(3) Microwave relay dish

(b) **Rent Review Dates:**

The Rent shall be adjusted during the Term and Further Term (in the event the same is duly exercised) at the times and in the manner specified below:

RENT REVIEW DATE

METHOD OF RENT REVIEW

During the Term

1st anniversary of the Commencement Date
CPI Rent Review

2nd anniversary of the Commencement Date
CPI Rent Review

3rd anniversary of the Commencement Date
CPI Rent Review

4th anniversary of the Commencement Date
CPI Rent Review

5th anniversary of the Commencement Date
Market Rent Review

During the Further Term (in the event the same is duly exercised)

6th anniversary of the Commencement Date
CPI Rent Review

7th anniversary of the Commencement Date
CPI Rent Review

8th anniversary of the Commencement Date
CPI Rent Review

9th anniversary of the Commencement Date
CPI Rent Review

10th anniversary of the Commencement Date
Market Rent Review

Item 6. PERMITTED USE

Helicopter Hangar and/or Fixed Wing Aircraft Hangar and all uses incidental or ancillary thereto.

SCHEDULE 2 – SPECIAL CONDITIONS

The Special Conditions set out below shall be deemed to be incorporated into and form part of this Lease as if fully set out in the body of this Lease. If there is any inconsistency between the provisions of this Lease generally and the Special Conditions, the Special Conditions shall prevail to the extent of the inconsistency.

1. Rent not to Reduce

Irrespective of any other provision of this Lease, on each Rent Review Date, the new annual Rent shall not be set for a quantum less than the annual Rent applicable in the immediately preceding Lease year.

2. Contamination

- (a) In this Special Condition:
 - (i) **DWER** means the Department of Water and Environmental Regulation;
 - (ii) **Environmental Contamination** has the same meaning as in the Contaminated Sites Act.
- (b) The Lessee acknowledges and agrees it is responsible for all and any Environmental Contamination caused as a result of the Lessee's use and occupation of the Leased Area or the provision of services at the airport on the Land.
- (c) Prior to the Commencement Date (or such other later date agreed by the parties), the Lessee will at its cost obtain a benchmark report outlining the level of contamination, if any, on the Leased Area.
- (d) If the Lessee fails to obtain a benchmark report or provide a copy of such report to the Lessor prior to the Commencement Date, then, for the purpose of this Special Condition, the Leased Area will be accepted as uncontaminated at the Commencement Date by the Lessee and all Environmental Contamination present on the Leased Area as at the date of expiry or sooner determination of this Lease shall be deemed caused by and attributable to the Lessee.
- (e) If at any time during the Term the Lessee knows or suspects of any Environmental Contamination on, in or under the Land or the Leased Area, then the Lessee must immediately inform the DWER, and the Lessor of the Environmental Contamination.

- (f) The Lessee must take all reasonable steps to prevent and remedy, as appropriate, Environmental Contamination:
 - (i) occurring on, in or under the Leased Area; and
 - (ii) entering neighbouring land from the Leased Area and providing services on the Land.
- (g) If any Environmental Contamination occurs which is attributable, or deemed attributable, to the Lessee's use of the Leased Area and Land, it must immediately and to the Lessor's satisfaction remediate such Environmental Contamination.
- (h) If the Lessee fails to remediate the Environmental Contamination in accordance with this Special Condition, then the Lessor is permitted to, at the Lessee's cost, remediate the Leased Area or Land.
- (i) Any reasonable expense that the Lessor incurs in remediating the Environmental Contamination will be owed by the Lessee to the Lessor as a debt payable on demand.
- (j) This Special Condition shall survive the expiry or determination of this Lease.

3. Insurances

In addition to the insurances set out in clause 3.15 of this Lease, the Lessee will take out and maintain during the Term and any period of holding over a policy of special industrial risk insurance of a type and coverage as a prudent lessee would take out taking into account the anticipated Permitted Use.

4. Make Good

- (a) Before the end of this Lease (no matter how that arises) the Lessor may, in its absolute discretion, elect that either:
 - (i) the Lessee shall remove the Lessee's Fixtures from the Leased Area and make good any damage caused by such removal to the Leased Area including to any Services serving the Leased Area or the property of any other person to the absolute satisfaction of the Lessor; or
 - (ii) the Lessee and the Lessor may agree in writing that some or all of the Lessee's Fixtures shall remain on the Leased Area at the end of the Lease, in which event, such part of the Lessee's Fixtures will be re- classified as Lessor's Fixtures at no cost to the Lessor.
- (b) Upon removal of the Lessee's Fixtures the Lessee must:
 - (i) comply with Special Condition 4 as to remediation of any Environmental Contamination;

- (ii) make good the surface of the land of the Leased Area including levelling the surface of the land with appropriate backfill.
- (c) Any part of the Lessee's Fixtures not removed from the Leased Area by 30 days (or such other later date agreed in writing by the parties) after the end of this Lease (no matter how that arises) shall be held to have been abandoned by the Lessee, in which event:
 - (i) such part of the Lessee's Fixtures will automatically be re-classified as Lessor's Fixtures at no cost to the Lessor; or
 - (ii) the Lessor may, at the sole risk and cost of the Lessee, remove such Lessee's Fixtures from the Leased Area.

5. Accommodation

Except for the purposes of itinerant and/or temporary accommodation of the Lessee's pilots engaged in the Lessee's charter or airwork operations, the Lessee must not otherwise permit the Leased Area to be used as a permanent residence or accommodation for a person at any time unless the required approvals for such permanent accommodation use are obtained and in place.

6. No dangerous substances (Fuel Excepted)

Other than in relation to fuel, the Lessee must not and must not suffer or permit a person to store any dangerous compound or substance on or in the Land or the Leased Area, otherwise than in accordance with the following provisions:

- (a) such storage is required for the business of the Lessee;
- (b) any such storage must comply with all relevant statutory provisions;
- (c) all applications for the approval or renewal of any licence necessary for such storage must be first referred to the Lessor;
- (d) the Lessor may within its absolute discretion refuse to allow the storage of any particular dangerous compound or substance on the Land or the Leased Area; and
- (e) upon the request of the Lessor, the Lessee will provide a list of all dangerous compounds or substances stored on the Land or the Leased Area.

7. No smoking

The Lessee must not suffer or permit a person to smoke inside any building or other enclosed area on the Land or the Leased Area.

8. Sale or Consumption of alcohol

- (a) The Lessee will not sell or supply liquor from the Land or the Leased Area or allow liquor to be sold or supplied from the Land or the Leased Area without the prior written consent of the Lessor and then only in accordance with the provisions of the *Liquor Control Act 1988 (WA)*, the *Liquor Control Regulations 1989 (WA)* and any other relevant written laws that may be in force from time to time.
- (b) The Lessee must not suffer or permit a person to use or allow the Land or the Leased Area to be used for the consumption of alcohol without first obtaining the written consent of the Lessor.

9. Security of Leased Area

The Lessee shall be responsible for the ongoing security of the Leased Area at its own cost and to ensure that the Leased Area is always kept secure from vandalism or fire when the Leased Area is not being used by the Lessee.

10. Report to Lessor

The Lessee must immediately report to the Lessor:

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

11. Lease Conditional

- (a) This Lease is expressly conditional upon the shares in the Lessee corporation being purchased by Jesse Jock Warriner and Hayley Barbara Warriner as trustees for the J Warriner Family Trust and Jesse Jock Warriner being appointed sole director of the Lessee corporation.
- (c) The Lessee will promptly notify the Lessor as to settlement and completion of such sale.

SIGNED BY THE LESSOR:

The COMMON SEAL of the)
 Shire of Derby/West Kimberley)
 (ABN 99 934 203 062) was here unto)
 affixed by the authority of a)
 resolution of the Council in the)
 presence of:)

Shire Commissioner – Print Name


Shire Commissioner – Signature

Chief Executive Officer – Print Name

Chief Executive Officer – Signature

SIGNED BY THE LESSEE:

EXECUTED for and on behalf of)
Frontier Helicopters Pty Ltd)
(ACN 137 863 113))
 by authority of its Directors in)
 accordance with section 127 of the)
 Corporations Act 2001 (Cth))

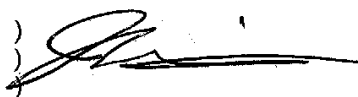

 Jock Warriner

Sole Director and Secretary Print Name

Sole Director and Secretary Sign

SIGNED BY THE GUARANTOR

EXECUTED by
JESSE JOCK WARRINER
 in the presence of:



Witness Name

Ryan Ross-Gilder

Witness Signature



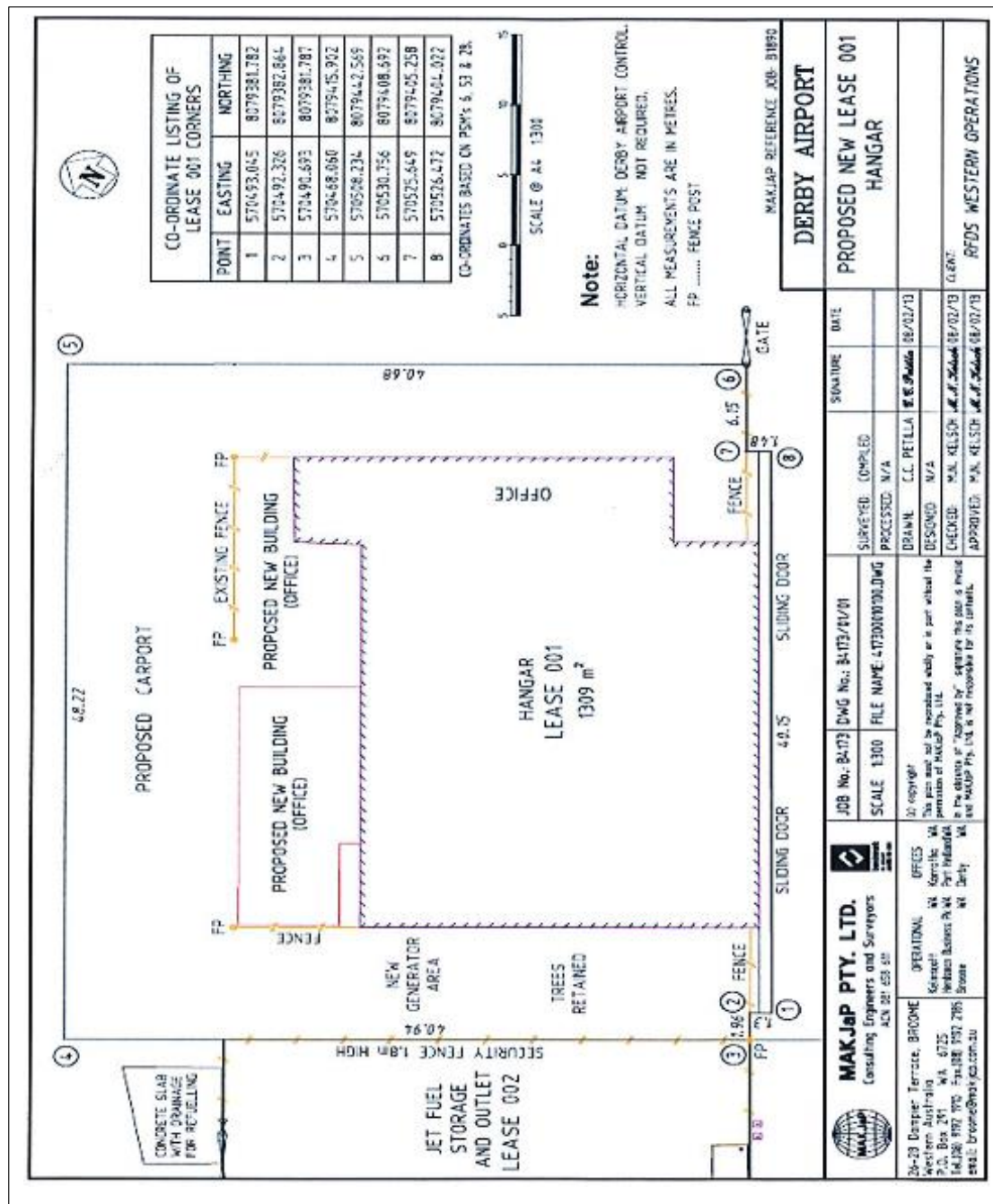
Witness Address

5 Montgomery Ct
 Golden Beach 4551

Witness Occupation

Pilot

ANNEXURE 1 - PLANS OF LEASED AREA



13.5 APPOINTMENT TO AUDIT, RISK AND IMPROVEMENT COMMITTEE AND WALGA ZONE**File Number:** 4285**Author:** Tamara Clarkson, Chief Executive Officer**Responsible Officer:** Tamara Clarkson, Chief Executive Officer**Authority/Discretion:** Administrative**SUMMARY**

Following the outcome of the Ordinary Election on 18 October 2025, Council is required to consider its representation on various committees and working groups. A comprehensive report will be presented to the November Ordinary Meeting of Council; however some appointments are time sensitive and require a decision before then.

The next Audit, Risk and Improvement Committee is scheduled for 20 November 2025. There are two external committees that will also require membership updates by 31 October 2025.

DISCLOSURE OF ANY INTEREST

Nil by Author or Responsible Officer.

BACKGROUND

As per section 5.11 of the *Local Government Act 1995*, Council representatives on its committees and working groups established under the Act are discontinued following a local government election and as such, new nominations for council representation are required.

COUNCIL COMMITTEES

Council Committees (formed per s5.8 of the Local Government Act 1995)

Committee Title:	Audit, Risk and Improvement Committee
Role and Function:	<p>To undertake the tasks as outlined in the Local Government (Audit) Regulations, namely:</p> <ol style="list-style-type: none"> 1. guide and assist the local government in carrying out: <ol style="list-style-type: none"> a) its functions under Part 6 (Financial management) – like fees and charges, borrowing, rates etc; b) its functions relating to other audits and other matters related to financial management; and c) the local government's functions in relation to audits; 2. review the CEO's Systems and Procedures ('Regulation 17' report) and progress its implementation; 3. support the auditor to conduct the Shire's audits and the auditor's other functions; 4. oversee the implementation of any action that the local government is required to take in respect to: <ol style="list-style-type: none"> a) examining an audit report received by the local government; determining if any matters raised by the audit report require action to be taken by the local government; and ensure that appropriate action is taken in respect of those matters;

	<p>b) what it has stated it has taken or intends to take in a report prepared addressing any matters identified as significant by the auditor in the audit report, and stating what action the local government has taken or intends to take with respect to each of those matters; and ensures that a copy of that report is provided to the Minister within three months after the audit report is received by the local government; and</p> <p>c) what it has stated it has accepted should be taken following receipt of a report of a review conducted under the <i>Local Government (Financial Management) Regulations 1996 regulation 5(2)(c)</i>;</p> <p>5. review the Compliance Audit Return and report to the Council the results of that review; and</p> <p>6. to advise on how the Shire should proactively consider and deal with risk management issues relevant to it.</p>
Membership:	Up to five Council Members. The Independent Chair and Deputy Chair are not members of Council. All members are to be selected by Council. All members' terms will expire at the same time.
Independent Person:	<p>The Audit, Risk and Improvement Committee is to recommend for Council's consideration, an attraction and selection process for the independent person positions.</p> <p>Ideally, the independent person would have qualifications and experience in either the field of accounting, auditing, or risk management. If following the completion of the selection process, the Committee agrees it has attracted a suitable person for the position of independent person, it shall recommend to the Council that person be appointed. Council must decide whether to accept, or reject the Committee's recommendation.</p> <p>The remuneration of the independent person will be set by Council as part of each year's budget adoption process.</p>
Meeting Frequency:	At least four meetings per year with special meetings being called on an "as required" basis.

COUNCIL REPRESENTATION ON FORMAL EXTERNAL COMMITTEES

Kimberley Zone (of Western Australian Local Government Association)	
Membership:	Western Australian Local Government Association and all Kimberley local governments.
Role and Function:	To provide advice and feedback to the Western Australian Local Government Association on issues affecting local governments across Western Australia and particularly the Kimberley.

Shire Representatives:	Member: President Deputy Member: Deputy President Proxy: Proxy:
Meeting Frequency:	Bi-monthly
Kimberley Regional Group (KRG)	
Membership:	Shires of Broome, Halls Creek and Wyndham / East Kimberley.
Role and Function:	To discuss and progress specific Kimberley local government and community issues with all four Kimberley Shires.
Shire Representatives:	Member: President Deputy Member: Deputy President Proxy: Proxy:
Meeting Frequency:	Bi-monthly

STATUTORY ENVIRONMENT

Local Government Act 1995 S. 5.8 (Establishment of committees) outlines that a Council may establish (Absolute Majority required) committees of three or more persons to assist the Council and to exercise the powers and discharge the duties of the local government that can be delegated to committees.

Local Government Act 1995 S. 5.10 (Committee members, appointment of)

This section highlights that:

- The president is to be appointed to any committee the President seeks to be appointed to;
- Every council member is entitled to be a member of at least one committee; and
- The CEO is to be appointed to any committee that has an employee representative that the CEO seeks to be appointed to.

Local Government Act 1995 S. 5.11A (Deputy committee members)

The Shire may appoint (Absolute Majority required) a person to be a deputy of a member of a committee (and may terminate such an appointment at any time). The deputy must have the same status as the primary member (e.g. Councillor or employee).

Local Government Act 1995 S. 5.11 (Committee membership, tenure of)

Appointments continue until the person no longer holds the relevant office by virtue of which the person became a member, resigns, the committee is disbanded, or the next ordinary elections day, whichever happens first. Council may review membership at any time.

Local Government Act 1995 S 7.1A (Audit committee) outlines that every local government is to establish (Absolute Majority required) an audit committee of three or more persons. At least three of the members, and the majority of the members, are to be council members. The CEO is not to be a member of the audit committee.

POLICY IMPLICATIONS

Nil.

FINANCIAL IMPLICATIONS

Nil.

STRATEGIC IMPLICATIONS

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

RISK MANAGEMENT CONSIDERATIONS

RISK	LIKELIHOOD	CONSEQUENCE	RISK ANALYSIS	MITIGATION
Legal & Compliance: Council Members not appointed to at least one Committee.	Unlikely	Moderate	Medium	Ensure Council Members are aware of their legal right to be appointed to at least one Committee.

CONSULTATION

Nil.

COMMENT

The Chief Executive Officer, or her delegate, supports the Council Member at these meetings. Agendas and Minutes will be uploaded to Council Members Teams channel.

There is a report presented to Ordinary Meeting of Council 30 October 2025, this meeting, to appoint the independent members of the Audit, Risk and Improvement Committee. This will be dealt with separately when the Council Members have been appointed to the Committee.

VOTING REQUIREMENT

Absolute majority

ATTACHMENTS

Nil

RECOMMENDATION

That Council by ABSOLUTE MAJORITY appoints the following memberships:

AUDIT, RISK and IMPROVEMENT COMMITTEE

Cr _____

Cr _____

Cr _____

Cr _____

Cr _____

WALGA KIMBERLEY ZONE

Member(s): President McCumstie

Deputy Member(s): Cr O'Meara

Proxy:

Proxy:

KIMBERLEY REGIONAL GROUP

Member(s): President McCumstie

Deputy Member(s): Cr O'Meara

Proxy:

Proxy:

14 CORPORATE SERVICES

14.1 AUDIT RISK AND IMPROVEMENT COMMITTEE - APPOINTMENT OF INDEPENDENT MEMBERS

File Number: 4120

Author: Telia Reilly, Governance and Risk Coordinator

Responsible Officer: Jill Brazil, Director Corporate Services

Authority/Discretion: Legislative

SUMMARY

Council is required to appoint two independent members to the Shire's Audit, Risk and Improvement Committee, for a two-year term expiring 16 October 2027.

The appointment of independent members by local governments as outlined in the *Local Government Act 1995 s5.10*, is a crucial step in ensuring robust governance and oversight.

DISCLOSURE OF ANY INTEREST

Nil by Author or Responsible Officer

BACKGROUND

Under section 7.1A of the *Local Government Act 1995* (the Act), a local government is to establish an Audit, Risk and Improvement Committee (ARIC) of three or more persons. The ARIC is a standing committee of Council that requires the appointment of two independent committee members to serve as the Presiding Member and Deputy Presiding Member, in accordance with the proposed changes to the *Local Government Act 1995* and local government elections.

Following the 18 October 2025 Ordinary Local Government Elections, the two independent positions have become vacant.

Administration invited expressions of interest for suitably qualified persons to nominate for the two external independent member positions via SEEK.com, the Shire's website and social media channels. Nominees were requested to provide a current resume and/or a covering letter to demonstrate their knowledge and experience of:

- Business or financial management/reporting;
- Risk management systems and procedures;
- Internal business controls; and
- Legislative compliance programs.

The Shire received nine applications from a range of qualified and experienced individuals. Following the review of the skills and attributes of each application, Candidate 1 is recommended as the most suitable to be appointed as Independent Presiding Member, and Candidate 2 is recommended as the most suitable to be appointed as Independent Deputy Presiding Member. The calibre of these two applicants is strong, having relevant and diverse expertise together with backgrounds in compliance, governance, assurance and risk. The resumes of these two candidates are included as confidential attachments.

STATUTORY ENVIRONMENT

Local Government Act 1995 s5.10 Outlines the rules for appointing members to a local government committee

Local Government Regulations (Audit) 1996 Mandates the establishment and functions of the Audit, Risk and Improvement Committee

Local Government (Functions and General) Regulations 1996 Establishes the requirement for a local government to have an Audit, Risk and Improvement Committee, which is responsible for overseeing the audit process

Local Government Amendment Act 2023 (WA) This act was passed in May 2023, and implemented a range of reforms across Western Australia including changes to the structure, laws and practices of local government to improve efficiency, accountability and democracy. Independent Presiding Member and Independent Presiding Member positions were introduced.

Salaries and Allowances Tribunal Determination No 1 of 2025 The Salaries and Allowances Tribunal inquiries into and determines or reports on the remuneration to be paid or provided to Local Government CEOs and Council Members

POLICY IMPLICATIONS

Nil.

FINANCIAL IMPLICATIONS

The introduction of two Independent Members will require payment for their participation. In accordance with the Salaries and Allowances Tribunal's 'Local Government Chief Executive Officers and Elected Council Members Determination', Independent Members are currently entitled to a meeting fee of \$450.00 along with reimbursement for expenses to attend the committee meetings. These costs have been incorporated into the adopted 2025/26 budget.

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 facilitate and establish changes to the Act and amendments to the Audit, Risk and Improvement Committee	Unlikely	Minor	Low	Effective communication with Council to ensure that Shire aligns with legislative guidelines and requirements

CONSULTATION

External recruitment process

Internal consultation

COMMENT

The amendment to the *Local Government Act 1995*, Part 7 Division 1A has not yet commenced, however, under section 87 of the *Local Government Amendment Act 2023* a local government will be required to appoint an Independent Presiding Member and Independent Deputy Presiding Member of the AIRC. While there are no requirements for Independent Members until the commencement date, Council has the option to implement the change earlier.

The introduction of an Independent Presiding Member and Independent Deputy Presiding member provides an opportunity for increased community confidence in a local governments financial and risk management.

VOTING REQUIREMENT

Absolute majority

ATTACHMENTS**1. Applications 1 and 2 - Confidential****RECOMMENDATION**

That Council by **ABSOLUTE MAJORITY**:

- 1. APPOINTS Applicant 1 as the Independent Chair of the Audit Risk and Improvement Committee for a two-year term expiring on 16 October 2027; and**
- 2. APPOINTS Applicant 2 as the Independent Deputy Chair of the Audit Risk and Improvement Committee for a two-year term expiring on 16 October 2027.**

Note. The names of the Independent Chair, and Deputy Chair will be recorded in the minutes following the meeting.

14.2 REVIEW OF LOCAL LAWS**File Number:** 5037**Author:** Telia Reilly, Governance and Risk Coordinator**Responsible Officer:** Jill Brazil, Director Corporate Services**Authority/Discretion:** Legislative**SUMMARY**

To initiate a review of local laws under Section 3.16 of the *Local Government Act 1995*.

DISCLOSURE OF ANY INTEREST

Nil by Author or Responsible Officer.

BACKGROUND

Local governments are required to undertake a review of local laws at least once every fifteen years, from when they were made or last reviewed, to determine whether it considers that the local law should be repealed, be amended or remain unchanged. Local laws are laws that a Council may make that apply only within its boundaries and are subject to the provisions of the enabling legislation under which they are made. The Shire has the following local laws in place:

- Bush Fire Brigades 2001
- Cemeteries 2001
- Dogs 2001
- Extractive Industries 2001
- Local Government Property 2001
- Health 1999
- Standing Orders 2001
- Activities on Thoroughfares and Trading in Thoroughfares and Public Places 2001
- Parking 2023

STATUTORY ENVIRONMENT

Local Government Act 1995 s3.16 which requires a periodic review of local laws at least once every fifteen years.

Any consequential amendments to the Shire's local laws must then be undertaken using the procedure for making local laws set out in s3.12 of the Act.

POLICY IMPLICATIONS

Nil.

FINANCIAL IMPLICATIONS

There are costs associated with the initiation, advertising for public comment and making any consequential amendments to the Shire's local laws, with the budget included in general ledger

account 120402500 - Service Contracts & Materials (OTH GOV - Consultancy - Statutory). An external consultant has been engaged to provide support in this process.

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: Local laws are in conflict with 'higher' legislation	Possible	Minor	High	Ensure local laws are regularly reviewed and kept up to date

CONSULTATION

The process requires provision of local public notice for submissions from the public, stating that it proposes to review the local law and a copy may be inspected or obtained at any place specified in the notice.

Submissions may be made for a period of not less than six weeks after the notice is given. Submissions are to be considered, and a report of the review to be prepared and submitted to Council. Council must determine via Absolute Majority, whether it considers that the local law should be repealed, amended or remain unchanged.

COMMENT

An in-depth assessment will be made while the consultation period is underway but on face value a number of changes are required. For example:

- State Government is undertaking a review of the *Cemeteries Act 1986*;
- Standing Orders or Meeting Procedures Local Laws are proposed to be replaced by uniform Regulations that will apply to all local governments;
- The Shire does not have any local laws regulating fencing or cats;
- Dog exercise areas are now established by a council resolution and local public notice, not by local law;
- Cats are regulated under the *Cat Act 2011* rather than the *Public Health Act 2016* which may require a new local law; and
- Local laws relating to rubbish collection, removal and disposal are now dealt with under the *Waste Avoidance and Resource Recovery Act 2007*, under which the Shire should consider making a Waste Local Law.

VOTING REQUIREMENT

Simple majority

ATTACHMENTS**Nil****RECOMMENDATION****That Council:**

- 1. DIRECTS the Chief Executive Officer to provide public notice stating that;**
 - a. The Shire proposes to review the below local laws:**
 - **Bush Fire Brigades 2001;**
 - **Cemeteries 2001;**
 - **Dogs 2001;**
 - **Extractive Industries 2001;**
 - **Local Government Property 2001;**
 - **Health 1999;**
 - **Standing Orders 2001;**
 - **Activities on Thoroughfares and Trading in Thoroughfares and Public Places 2001; and**
 - **Parking 2023**
 - b. A copy of the local laws may be inspected or obtained at the Shire offices or from its website; and**
 - c. Submissions about the local laws may be made to the Shire before a day to be specified in the notice, being a day that is not less than six weeks after the notice is given.**
- 2. NOTES that the Chief Executive Officer will present a report to Council following the consultation period.**

14.3 EXTENSION OF LOAN TERM TO TEN (10) YEARS**File Number:** 5165**Author:** Jill Brazil, Director Corporate Services**Responsible Officer:** Tamara Clarkson, Chief Executive Officer**Authority/Discretion:** Legislative**SUMMARY**

For Council to consider approving an extension of short term lending facility of \$5,000,000 (\$5M) from Western Australian Treasury Corporation (WATC) from three (3) years to ten (10) years, in accordance with section 6.20 of the *Local Government Act 1995*, for the purpose of funding the shortfall of and delayed funds from Disaster Recovery Funding Arrangements WA (DRFAWA) for AGRN 1044 Ex-Tropical Cyclone Ellie and associated Kimberley Floods.

DISCLOSURE OF ANY INTEREST

Nil by Author or Responsible Officer.

BACKGROUND

As a result of the impacts ex-Tropical Cyclone Ellie (ARGN1044 – 5 January 2023, an eligible disaster pursuant to clause 5.1 of the Disaster Recovery Funding Arrangement), Council approved the establishment of a short-term lending facility of \$5M with WATC (AC49/23) The term of this agreement was three (3) years from 26 June 2023 to 30 June 2026.

The Shire's Long-Term Financial Plan (LTFP) 2026 - 2041 was adopted at the Ordinary Council (Commissioner) Meeting held 18 September 2025, Resolution CCO86/25. In order to achieve a sustainable long-term financial position for the Shire, a restructure of the existing three-year \$5 million short term lending facility into ten year fixed repayment was factored into the long term financial plan forecasts.

The proposed extended term will cease on 30 June 2033. It may be necessary to change the structure of the loan facility for the extended period.

STATUTORY ENVIRONMENT

Local Government Act 1995 S6.20 (Power to Borrow) outlines that a local government may borrow or re-borrow and where the borrowing details have not been included in the budget one (1) month public notice is required with a resolution by absolute majority, as set out in s6.20 1(a) and s6.20 (2) of the Act.

POLICY IMPLICATIONS

Policy F14 – Loan Borrowings

Policy F16 – Cash Flow Management

FINANCIAL IMPLICATIONS

It is proposed to restructure the existing three year \$5M short term lending facility into a ten-year fixed repayment facility. The existing loan and restructured loan are provided by the Western

Australian Treasury Corporation (WATC) at the WATC fixed semi-annual annuity interest rate at the time that the lending agreement is finalised. The indicative rate is 4.48% with estimated interest in the first year of \$224,000. The repayments of principal and interest have been incorporated into forecast future borrowing requirements considering total borrowing capacity and existing loans that will be fully repaid during the forecast period.

As of 30 September 2025, the outstanding debt is \$3,000,000.

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: Failure to plan and resource to meet the long term strategic financial goals can impact delivery of community services and development initiatives.	Possible	Major	Medium	Extension of the short-term lending facility already established with WATC will ensure responsible cash flow management while focusing on financial sustainability.

CONSULTATION

Moore Australia

COMMENT

The intention is for the restructure of the existing cash facility into a semi-annual fixed repayment facility rather than the taking up of a new loan facility. In order to restructure the loan it may be necessary to agree to a different loan agreement to the current agreement.

It is a requirement under the *Local Government Act 1995* that borrowings be approved by an absolute majority of Council if not adopted as part of the Annual Budget.

At the time of preparing the 2025/26 Annual Budget it had not been confirmed that the extension of the short term lending facility would be required. During the development of the Long-Term Financial Plan 2026-2041, the need to extend this borrowing facility from three (3) to ten (10) years was identified.

Due to funding shortfall and delayed funds from Disaster Recovery Funding Arrangements WA (DRFAWA) for AGRN 1044 Ex- Tropical Cyclone Ellie and associated Kimberley Floods, it is necessary to extend the lending facility to further improve the financial position of the shire and ensure it is in a position to deal with any potential future events.

VOTING REQUIREMENT

Absolute majority

ATTACHMENTS

Nil

RECOMMENDATION

That Council by **ABSOLUTE MAJORITY AUTHORISE** the Chief Executive Officer to:

1. apply for an extension of the current short-term lending facility of \$5,000,000 from the Western Australian Treasury Corporation in accordance with section 6.20(1)(a) of the *Local Government Act 1995*, for the following purpose:

Funding the shortfall of and delayed funds from Disaster Recovery Funding Arrangements WA(DRFAWA) for AGRN 1044 Ex- Tropical Cyclone Ellie and associated Kimberley Floods.
2. change the type of lending facility if required by the Western Australian Treasury Corporation.
3. provide local public notice of the restructure of the existing loan in accordance with section 6.20(2)(a) of the *Local Government Act 1995*.

14.4 STATEMENT OF FINANCIAL ACTIVITY SEPTEMBER 2025**File Number:** 5179**Author:** Aaron Gloor, Senior Finance Officer**Responsible Officer:** Jill Brazil, Director Corporate Services**Authority/Discretion:** Legislative**SUMMARY**

Provision of Council's financial position for the period ending 30 September 2025.

DISCLOSURE OF ANY INTEREST

Nil by Author and Responsible Officer.

BACKGROUND

Local governments are required 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 Shire's 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

Policy F3 – Significant Accounting Policies

Policy F4 – Sundry Debtors Collection

Policy F5 – Outstanding Rates Collection

Policy F13 – Reserve Accounts

Policy F16 – Cash Flow Management

Policy F17 – Investments

FINANCIAL IMPLICATIONS

Expenditure for the period ending has been incurred in accordance with the 2025/26 Annual Budget as adopted by Council at its meeting held 18 June 2025 (Resolution No. COO58/25). The budget is structured on financial viability and sustainability principles.

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: The Shire is exposed to a number of financial risks. Most of these risks exist in respect to recurrent revenue streams which are required to meet current service levels. Any reduction in these revenue stream into the future is likely to have an impact on the Shire's ability to meet service levels or asset renewal funding requirements, unless the Shire can replace this revenue or alternatively reduce costs.	Possible	Moderate	Medium	The completion of the Monthly Financial Activity Statement report is a control that monitors this risk.

CONSULTATION

Internal.

Moore Australia.

COMMENT

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. 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).

Priorities identified in the monthly report are addressed as follows:

Topic - Item	Explanation	Action Required	Shire Comment
Surplus as at year end	There is an estimate deficit between the budget surplus and the actual surplus as at 30 June 2025 of \$414,206. Audit adjustments for accrued expenses, payroll liabilities and prepaid rates being recognised after the budget amendments were completed.	Once the annual financial statements have been completed a budget review is required and amendments to the forecast income and expenditure be made.	A budget amendment will be processed to address the early payment of the financial assistance grants.
Sundry Debtors	Sundry debtors aged trial balance includes invoices totalling \$278,340 outstanding for over 90 days with some more than 200 days old.	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.	Debtors are regularly reviewed, this balance is largely comprised of a few large invoices that are subject to ongoing consultation and collection activity.
Finance Costs	Finance costs are a positive balance at 30 September as accrued interest balance at 30 June 2025 has been reversed on 1 July 2025	We recommend accrued interest be reversed as and when it falls due.	The process for reversing accruals will be reviewed.
Disposal of Asset	As the disposal of the vehicles have not been processed through the asset register, profit or loss has not been recognised on this sale. Proceeds from the sale of vehicles has been recognised as other income.	We recommend a disposal be processed through the asset register when the 2024/25 Annual Financial Report has been finalised.	Disposals for 2025/26 cannot be processed until finalisation of the 2024/25 Annual Financial Report has been finalised.

Operating Expenditure	Depreciation has not been processed in 2025/26.	When the 2024/25 Annual Financial Report has been finalised depreciation will be processed.	Depreciation for 2025/26 cannot be processed until finalisation of the 2024/25 Annual Financial Report has been finalised.
Year End Balances	At the time of preparing the Monthly Financial Report, the Annual Financial Report has not been finalised, therefore the opening surplus may change from the current \$4,364,313 due to year end and audit adjustments.	None	An additional budget amendment will be processed to address any further changes to the opening surplus.

VOTING REQUIREMENT

Simple majority

ATTACHMENTS

1. Monthly Financial Report September 2025 [!\[\]\(4e333a6106fc298d0ae6dff272a736ef_img.jpg\) !\[\]\(97089f8e07e24e31baa67366e358a709_img.jpg\)](#)

RECOMMENDATION

That Council RECEIVES the Monthly Financial Management Reports incorporating the Statement of Financial Activity for the period ending 30 September 2025.



15 October 2025

Ms Tamara Clarkson
Chief Executive Officer
Shire of Derby/West Kimberley
PO Box 94
DERBY WA 6728

Moore Australia

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Dear Tamara

COMPILATION REPORT TO SHIRE OF DERBY/WEST KIMBERLEY

We have compiled the accompanying special purpose financial report of Shire of Derby/West Kimberley which comprise the statement of financial position as at 30 September 2025, the statement of financial activity, notes providing statement of financial activity supporting information, explanation of material variances for the year then ended and a summary of material accounting policy information. These have been prepared in accordance with *Local Government Act 1995* and associated regulations as described in Note 1 to the financial report. The specific purpose for which the special purpose financial statements have been prepared is also set out in Note 1 of the financial report. We have provided the supplementary information of Shire of Derby/West Kimberley as at 30 September 2025 and for the period then ended based on the records of the Shire of Derby/West Kimberley.

THE RESPONSIBILITY OF SHIRE OF DERBY/WEST KIMBERLEY

The CEO of Shire of Derby/West Kimberley is solely responsible for information contained in the special purpose financial report and supplementary information, the reliability, accuracy and completeness of the information and for the determination that the basis of accounting used is appropriate to meet their needs and for the purpose that the financial report was prepared.

OUR RESPONSIBILITY

On the basis of information provided by Shire of Derby/West Kimberley we have compiled the accompanying special purpose financial report in accordance with the requirements of *APES 315 Compilation of Financial Information* and the *Local Government Act 1995*, associated regulations and to the extent that they are not inconsistent with the *Local Government Act 1995*, the Australian Accounting Standards.

We have applied our expertise in accounting and financial reporting to compile these financial statements in accordance with the basis of accounting described in Note 1 to the financial report except for the matters of non-compliance with the basis of preparation identified with Note 1 of the financial report. We have complied with the relevant ethical requirements of *APES 110 Code of Ethics for Professional Accountants*.

Supplementary information attached to the financial report has been extracted from the records of Shire of Derby/West Kimberley and information presented in the special purpose financial report.

ASSURANCE DISCLAIMER

Since a compilation engagement is not an assurance engagement, we are not required to verify the reliability, accuracy or completeness of the information provided to us by management to compile these financial statements. Accordingly, we do not express an audit opinion or a review conclusion on these financial statements.

The special purpose financial report was compiled exclusively for the benefit of Shire of Derby/West Kimberley who are responsible for the reliability, accuracy and completeness of the information used to compile them. Accordingly, the special purpose financial report may not be suitable for other purposes. We do not accept responsibility for the contents of the special purpose financial report.

NOTE REGARDING BASIS OF PREPARATION

We draw attention to Note 1 to the financial report where matters of non-compliance with the basis of preparation have been detailed. Supplementary information is provided for management information purposes and does not comply with the disclosure requirements of the Australian Accounting Standards.

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 required statement of financial activity and statement of financial position)****For the period ended 30 September 2025*****LOCAL GOVERNMENT ACT 1995******LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996*****TABLE OF CONTENTS**

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**SHIRE OF DERBY-WEST KIMBERLEY
STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2025**

	Amended Budget Estimates	YTD Budget Estimates	YTD Actual	Variance* \$	Variance* %	Va
Note	(a) \$	(b) \$	(c) \$	(c) - (b) \$	((c) - (b))/(b) %	
OPERATING ACTIVITIES						
Revenue from operating activities						
General rates	10,125,245	10,073,242	10,130,569	57,327	0.57%	▲
Grants, subsidies and contributions	8,358,084	1,522,527	1,798,851	276,324	18.15%	▲
Fees and charges	4,355,293	3,378,574	3,345,030	(33,544)	(0.99%)	▼
Interest revenue	165,240	41,310	137,794	96,484	233.56%	▲
Other revenue	2,636,240	726,559	178,289	(548,270)	(75.46%)	▼
Profit on asset disposals	24,055	0	0	0	0.00%	
	25,664,157	15,742,212	15,590,533	(151,679)	(0.96%)	
Expenditure from operating activities						
Employee costs	(10,885,727)	(3,101,408)	(2,826,655)	274,753	8.86%	▲
Materials and contracts	(13,219,862)	(3,334,888)	(3,957,544)	(622,656)	(18.67%)	▼
Utility charges	(883,650)	(221,789)	(145,320)	76,469	34.48%	▲
Depreciation	(8,029,276)	(1,931,648)	0	1,931,648	100.00%	▲
Finance costs	(331,226)	(39,125)	2,221	41,346	105.68%	▲
Insurance	(856,069)	(428,034)	(117,265)	310,769	72.60%	▲
Other expenditure	(743,405)	(441,387)	(105,650)	335,737	76.06%	▲
	(34,949,215)	(9,498,279)	(7,150,213)	2,348,066	24.72%	
Non cash amounts excluded from operating activities	2(c) 8,005,221	1,931,648	0	(1,931,648)	(100.00%)	▼
Amount attributable to operating activities	(1,279,837)	8,175,581	8,440,320	264,739	3.24%	
INVESTING ACTIVITIES						
Inflows from investing activities						
Proceeds from capital grants, subsidies and contributions	14,858,333	3,860,037	1,088,756	(2,771,281)	(71.79%)	▼
Proceeds from disposal of assets	53,000	0	0	0	0.00%	
	14,911,333	3,860,037	1,088,756	(2,771,281)	(71.79%)	
Outflows from investing activities						
Acquisition of property, plant and equipment	(2,138,674)	(534,670)	(7,859)	526,811	98.53%	▲
Acquisition of infrastructure	(15,348,334)	(3,837,083)	(1,617,793)	2,219,290	57.84%	▲
	(17,487,008)	(4,371,753)	(1,625,652)	2,746,101	62.81%	
Amount attributable to investing activities	(2,575,675)	(511,716)	(536,896)	(25,180)	(4.92%)	
FINANCING ACTIVITIES						
Inflows from financing activities						
Transfer from reserves	1,221,336	0	0	0	0.00%	
	1,221,336	0	0	0	0.00%	
Outflows from financing activities						
Repayment of borrowings	(993,636)	0	(2,000,000)	(2,000,000)	0.00%	▼
Transfer to reserves	(1,150,707)	0	0	0	0.00%	
	(2,144,343)	0	(2,000,000)	(2,000,000)	0.00%	
Amount attributable to financing activities	(923,007)	0	(2,000,000)	(2,000,000)	0.00%	
MOVEMENT IN SURPLUS OR DEFICIT						
Surplus or deficit at the start of the financial year	2(a) 4,778,519	4,778,519	4,364,313	(414,206)	(8.67%)	▼
Amount attributable to operating activities	(1,279,837)	8,175,581	8,440,320	264,739	3.24%	▲
Amount attributable to investing activities	(2,575,675)	(511,716)	(536,896)	(25,180)	(4.92%)	▼
Amount attributable to financing activities	(923,007)	0	(2,000,000)	(2,000,000)	0.00%	▼
Surplus or deficit after imposition of general rates	0	12,442,384	10,267,737	(2,174,647)	(17.48%)	▼

KEY INFORMATION

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

▲ Indicates a variance with a positive impact on the financial position.

▼ Indicates a variance with a negative impact on the financial position.

Refer to Note 3 for an explanation of the reasons for the variance.

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

**SHIRE OF DERBY-WEST KIMBERLEY
STATEMENT OF FINANCIAL POSITION
FOR THE PERIOD ENDED 30 SEPTEMBER 2025**

	Actual 30 June 2025	Actual as at 30 September 2025
	\$	\$
CURRENT ASSETS		
Cash and cash equivalents	8,449,148	10,989,219
Trade and other receivables	2,424,836	4,987,094
Other financial assets	975,801	975,801
Inventories	24,789	46,660
Other assets	135,982	558,576
TOTAL CURRENT ASSETS	12,010,556	17,557,350
NON-CURRENT ASSETS		
Trade and other receivables	130,611	130,611
Property, plant and equipment	48,578,807	48,586,666
Infrastructure	308,300,393	309,918,186
TOTAL NON-CURRENT ASSETS	357,009,811	358,635,463
TOTAL ASSETS	369,020,367	376,192,813
CURRENT LIABILITIES		
Trade and other payables	4,563,106	2,653,635
Contract liabilities	106,218	1,149,740
Capital grant/contributions liabilities	1,187,743	1,697,062
Borrowings	5,394,024	3,394,024
Employee related provisions	1,215,816	1,215,816
TOTAL CURRENT LIABILITIES	12,466,907	10,110,277
NON-CURRENT LIABILITIES		
Borrowings	1,514,354	1,514,354
Employee related provisions	214,776	214,776
Other provisions	14,154,261	14,154,261
TOTAL NON-CURRENT LIABILITIES	15,883,391	15,883,391
TOTAL LIABILITIES	28,350,298	25,993,668
NET ASSETS	340,670,069	350,199,145
EQUITY		
Retained surplus	60,425,325	69,954,401
Reserve accounts	975,801	975,801
Revaluation surplus	279,268,943	279,268,943
TOTAL EQUITY	340,670,069	350,199,145

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

SHIRE OF DERBY-WEST KIMBERLEY
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2025

1 BASIS OF PREPARATION AND MATERIAL ACCOUNTING POLICIES

BASIS OF PREPARATION

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

Local Government Act 1995 requirements

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

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

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

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

PREPARATION TIMING AND REVIEW

Date prepared: All known transactions up to 01 October 2025

Matters of non-compliance with Basis of Preparation

1. Balances as at 30 June 2025 have not been audited and may be subject to change.
2. Depreciation has not been raised during the current financial year.

THE LOCAL GOVERNMENT REPORTING ENTITY

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

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

MATERIAL ACCOUNTING POLICIES

Material accounting policies utilised in the preparation of these statements are as described within the 2025-26 Annual Budget. Please refer to the adopted budget document for details of these policies.

Critical accounting estimates and judgements

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

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

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

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

- Fair value measurement of assets carried at reportable value including:
 - Property, plant and equipment
 - Infrastructure
- Impairment losses of non-financial assets
- Measurement of employee benefits
- Measurement of provisions

SHIRE OF DERBY-WEST KIMBERLEY
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2025

2 NET CURRENT ASSETS INFORMATION

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

	Amended Budget Opening 1 July 2025	Actual as at 30 June 2025	Actual as at 30 September 2025
Note	\$	\$	\$
Current assets			
Cash and cash equivalents	8,449,248	8,449,148	10,989,2
Trade and other receivables	2,474,369	2,424,836	4,987,0
Other financial assets	975,801	975,801	975,8
Inventories	24,789	24,789	46,6
Other assets	63,012	135,982	558,5
	11,987,219	12,010,556	17,557,3
Less: current liabilities			
Trade and other payables	(4,127,685)	(4,563,106)	(2,653,63
Other liabilities	(1,293,961)	(1,293,961)	(2,846,80
Borrowings	(5,394,024)	(5,394,024)	(3,394,02
Employee related provisions	(1,213,694)	(1,215,816)	(1,215,81
	(12,029,364)	(12,466,907)	(10,110,27
Net current assets	(42,145)	(456,351)	7,447,0
Less: Total adjustments to net current assets	2(b) 4,820,664	4,820,664	2,820,6
Closing funding surplus / (deficit)	4,778,519	4,364,313	10,267,7

(b) Current assets and liabilities excluded from budgeted deficiency

Adjustments to net current assets			
Less: Reserve accounts	(975,801)	(975,801)	(975,80
Add: Current liabilities not expected to be cleared at the end of the year			
- Current portion of borrowings	5,394,024	5,394,024	3,394,0
- Current portion of employee benefit provisions held in reserve	402,441	402,441	402,4
Total adjustments to net current assets	4,820,664	4,820,664	2,820,6

(c) Non-cash amounts excluded from operating activities

	Amended Budget Estimates 30 June 2026	YTD Budget Estimates 30 September 2025	YTD Actual 30 September 2025
	\$	\$	\$
Adjustments to operating activities			
Less: Profit on asset disposals	(24,055)	0	
Add: Depreciation	8,029,276	1,931,648	
Total non-cash amounts excluded from operating activities	8,005,221	1,931,648	

CURRENT AND NON-CURRENT CLASSIFICATION

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

SHIRE OF DERBY-WEST KIMBERLEY
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2025

3 EXPLANATION OF MATERIAL VARIANCES

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

The material variance adopted by Council for the 2025-26 year is \$30,000 or 10.00% whichever is the greater.

Description	Var. \$	Var. %	
	\$	%	
Revenue from operating activities			
General rates	57,327	0.57%	▲
Timing of interim rates to be raised			
Grants, subsidies and contributions	276,324	18.15%	▲
Income from DRFWA is higher than ytd budget estimate and grant received from Aehu are lower than ytd budget estimates.			
Fees and charges	(33,544)	(0.99%)	▼
Fees from commercial tipping charges low when compared with the budget estimate for the year to date 2025. Fees from domestic refuse collection higher than year to date budget estimate. \$248,001 has been received from water fees and charges, no budget amount has been allocated for this revenue stream.			
Interest revenue	96,484	233.56%	▲
Penalty interest on rates, intalment interest and interest earned on municipal funds higher than year to date budget estimate			
Other revenue	(548,270)	(75.46%)	▼
No income received from private works.			
Expenditure from operating activities			
Employee costs	274,753	8.86%	▲
Slight decrease in actuals with year to date budget estimates, vacant poistions.			
Materials and contracts	(622,656)	(18.67%)	▼
Expenditure on road maintenance gravel outside, and private works is higher than ytd budget			
Utility charges	76,469	34.48%	▲
Street lighting and other electricity cost year to date budget estimate higher than actual.			
Depreciation	1,931,648	100.00%	▲
Depreciation will be run once the annual financial statements have been completed			
Finance costs	41,346	105.68%	▲
Accrued interest charges have been reversed in July 2025.			
Timing issue will resolve when loan repayments are made			
Insurance	310,769	72.60%	▲
Year date budget estimates not in line with insurance paid.			
Other expenditure	335,737	76.06%	▲
Year to date budget costs relating to aerodrome and water exceeds actual cost.			
Non cash amounts excluded from operating activities	(1,931,648)	(100.00%)	▼
Depreciation has not yet been run.			
Inflows from investing activities			
Proceeds from capital grants, subsidies and contributions	(2,771,281)	(71.79%)	▼
Timing of disposal of assets			
Outflows from investing activities			
Acquisition of property, plant and equipment	526,811	98.53%	▲
Timing of purchase of property plant and expenditure			
Acquisition of infrastructure	2,219,290	57.84%	▲
Timing of purchase of infrastructure			
Outflows from financing activities			
Repayment of borrowings	(2,000,000)	0.00%	▼
Surplus or deficit at the start of the financial year	(414,206)	(8.67%)	▼
Timing			
Surplus or deficit after imposition of general rates	(2,174,647)	(17.48%)	▼
Timing			

SHIRE OF DERBY-WEST KIMBERLEY**SUPPLEMENTARY INFORMATION****TABLE OF CONTENTS**

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BASIS OF PREPARATION - SUPPLEMENTARY INFORMATION

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

**SHIRE OF DERBY-WEST KIMBERLEY
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 SEPTEMBER 2025**

1 KEY INFORMATION

Funding Surplus or Deficit Components

Funding surplus / (deficit)				
	Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
Opening	\$4.78 M	\$4.78 M	\$4.36 M	(\$0.41 M)
Closing	\$0.00 M	\$12.44 M	\$10.27 M	(\$2.17 M)
Refer to Statement of Financial Activity				

Cash and cash equivalents		
	\$11.97 M	% of total
Unrestricted Cash	\$10.99 M	91.8%
Restricted Cash	\$0.98 M	8.2%
Refer to 3 - Cash and Financial Assets		

Payables	
	\$2.65 M
Trade Payables	\$1.80 M
0 to 30 Days	67.4%
Over 30 Days	32.6%
Over 90 Days	5.6%
Refer to 9 - Payables	

Receivables		
	\$0.86 M	% Collected
Rates Receivable	\$4.13 M	61.1%
Trade Receivable	\$0.86 M	% Outstanding
Over 30 Days		40.8%
Over 90 Days		30.6%
Refer to 7 - Receivables		

Key Operating Activities

Amount attributable to operating activities			
Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
(\$1.28 M)	\$8.18 M	\$8.44 M	\$0.26 M
Refer to Statement of Financial Activity			

Rates Revenue		
YTD Actual	\$10.13 M	% Variance
YTD Budget	\$10.07 M	0.6%
Refer to 12 - Grants and Contributions		

Grants and Contributions		
YTD Actual	\$1.80 M	% Variance
YTD Budget	\$2.23 M	(19.3%)
Refer to 12 - Grants and Contributions		

Fees and Charges		
YTD Actual	\$3.35 M	% Variance
YTD Budget	\$3.38 M	(1.0%)
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)
(\$2.58 M)	(\$0.51 M)	(\$0.54 M)	(\$0.03 M)
Refer to Statement of Financial Activity			

Proceeds on sale		
YTD Actual	\$0.00 M	%
Amended Budget	\$0.05 M	(100.0%)
Refer to 6 - Disposal of Assets		

Asset Acquisition		
YTD Actual	\$1.62 M	% Spent
Amended Budget	\$15.35 M	(89.5%)
Refer to 5 - Capital Acquisitions		

Capital Grants		
YTD Actual	\$1.09 M	% Received
Amended Budget	\$14.86 M	(92.7%)
Refer to 5 - Capital Acquisitions		

Key Financing Activities

Amount attributable to financing activities			
Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
(\$0.92 M)	\$0.00 M	(\$2.00 M)	(\$2.00 M)
Refer to Statement of Financial Activity			

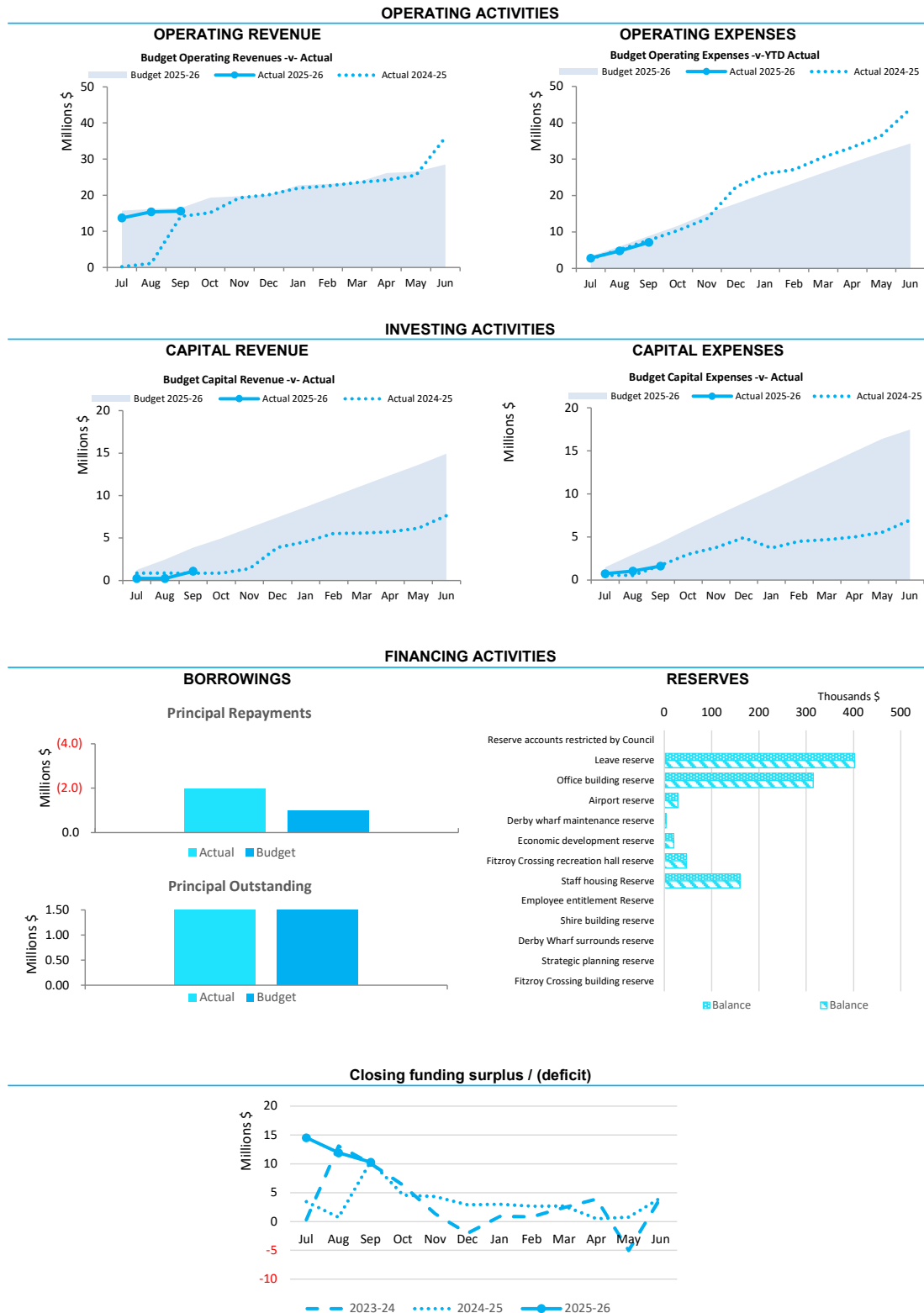
Borrowings	
Principal repayments	(\$2.00 M)
Interest expense	\$0.00 M
Principal due	\$4.91 M
Refer to 10 - Borrowings	

Reserves	
Reserves balance	\$0.98 M
Net Movement	\$0.00 M
Refer to 4 - Cash Reserves	

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

**SHIRE OF DERBY-WEST KIMBERLEY
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 SEPTEMBER 2025**

2 KEY INFORMATION - GRAPHICAL



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

**SHIRE OF DERBY-WEST KIMBERLEY
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 SEPTEMBER 2025**

3 CASH AND FINANCIAL ASSETS AT AMORTISED COST

Description	Classification	Unrestricted	Reserve Accounts	Total	Trust	Institution	Interest Rate	Maturity Date
		\$	\$	\$	\$			
Cash On Hand	Cash and cash equivalents	900	0	900	0	Cash on Hand	Nil	Nil
Municipal Bank Account	Cash and cash equivalents	5,492,634	0	5,492,634	0	ANZ	Variable	Nil
CBA Bank Acc - Fitzroy Deposits	Cash and cash equivalents	171,532	0	171,532	0	CBA	Nil	Nil
Municipal Investment Account	Cash and cash equivalents	5,324,153	0	5,324,153	0	ANZ	Variable	Nil
Reserve Bank Account	Financial assets at amortised cost	0	975,801	975,801	0	ANZ	3.80%	1/07/2026
Trust Cash at Bank	Cash and cash equivalents	0	0	0	295,981	ANZ	Nil	Nil
Total		10,989,219	975,801	11,965,020	295,981			
Comprising								
Cash and cash equivalents		10,989,219	0	10,989,219	295,981			
Financial assets at amortised cost - Term Deposits		0	975,801	975,801	0			
		10,989,219	975,801	11,965,020	295,981			

KEY INFORMATION

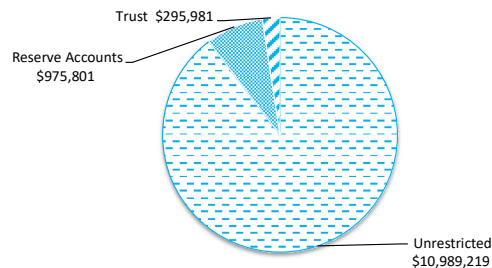
Cash and cash equivalents include cash on hand, cash at bank, deposits available on demand with banks and other short term highly liquid investments with original maturities of three months or less that are readily convertible to known amounts of cash and which are subject to an insignificant risk of 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 8 - Other assets.



**SHIRE OF DERBY-WEST KIMBERLEY
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 SEPTEMBER 2025**

4 RESERVE ACCOUNTS

Reserve account name	Budget				Actual			
	Opening	Transfers	Transfers	Closing	Opening	Transfers	Transfers	Closing
	Balance	In (+)	Out (-)	Balance	Balance	In (+)	Out (-)	Balance
	\$	\$	\$	\$	\$	\$	\$	\$
Reserve accounts restricted by Council								
Leave reserve	402,441	0	(402,441)	0	402,441	0	0	402,44
Office building reserve	314,511	0	(314,511)	0	314,511	0	0	314,51
Airport reserve	28,456	0	(28,456)	0	28,456	0	0	28,45
Derby wharf maintenance reserve	3,721	0	(3,721)	0	3,721	0	0	3,72
Economic development reserve	19,935	0	(19,935)	0	19,935	0	0	19,93
Fitzroy Crossing recreation hall reserve	46,772	0	(46,772)	0	46,772	0	0	46,77
Staff housing Reserve	159,965	0	(75,500)	84,465	159,965	0	0	159,96
Employee entitlement Reserve	0	402,441	0	402,441	0	0	0	
Shire building reserve	0	314,511	(220,000)	94,511	0	0	0	
Derby Wharf surrounds reserve	0	3,721	0	3,721	0	0	0	
Strategic planning reserve	0	383,262	(90,000)	293,262	0	0	0	
Fitzroy Crossing building reserve	0	46,772	(20,000)	26,772	0	0	0	
	975,801	1,150,707	(1,221,336)	905,172	975,801	0	0	975,80

**SHIRE OF DERBY-WEST KIMBERLEY
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 SEPTEMBER 2025**

INVESTING ACTIVITIES

5 CAPITAL ACQUISITIONS

Capital acquisitions	Amended		YTD Actual	YTD Variance
	Budget	YTD Budget		
	\$	\$	\$	\$
Buildings	1,859,042	464,762	3,840	(460,922)
Plant & Equipment	279,632	69,908	4,019	(65,889)
Acquisition of property, plant and equipment	2,138,674	534,670	7,859	(526,811)
Infrastructure Roads	9,276,674	2,319,169	738,944	(1,580,225)
Infrastructure Drainage	250,000	62,500	0	(62,500)
Infrastructure Airports	200,000	50,000	0	(50,000)
Infrastructure Other	5,621,660	1,405,414	878,849	(526,565)
Acquisition of infrastructure	15,348,334	3,837,083	1,617,793	(2,219,290)
Total capital acquisitions	17,487,008	4,371,753	1,625,652	(2,746,101)
Capital Acquisitions Funded By:				
Capital grants and contributions	14,858,333	3,860,037	1,088,756	(2,771,281)
Other (disposals & C/Fwd)	53,000	0	0	
Reserve accounts				
Staff housing Reserve	75,500	0	0	
Shire building reserve	220,000	0	0	
Strategic planning reserve	90,000	0	0	
Fitzroy Crossing building reserve	20,000	0	0	
Contribution - operations	2,170,175	511,716	536,896	25,18
Capital funding total	17,487,008	4,371,753	1,625,652	(2,746,101)

KEY INFORMATION

Initial recognition

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

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

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

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

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

Measurement after recognition

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

Reportable Value

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

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

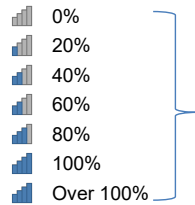
SHIRE OF DERBY-WEST KIMBERLEY
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 SEPTEMBER 2025

INVESTING ACTIVITIES

5 CAPITAL ACQUISITIONS (CONTINUED) - DETAILED

Capital expenditure total

Level of completion indicators



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

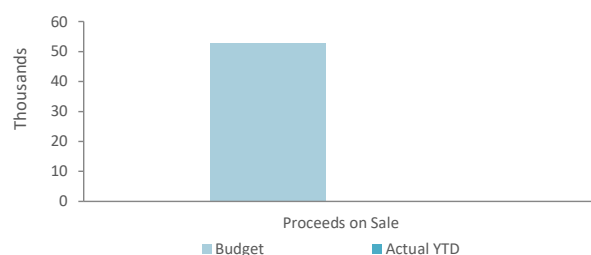
		Current	Amended	Year to Date	Variance
		Budget	Year to Date	Actual	(Under)/Over
		Budget	Budget		
Account Description					
Capital Expenditure					
Buildings					
4040110	MEMBERS - Building (Capital)	22,500	5,626	0	(5,62)
4090110	STF HOUSE - Building (Capital)	100,000	25,000	0	(25,00)
4110310	REC - Other Rec Facilities Building (Capital)	1,686,542	421,636	3,840	(417,79)
4140210	ADMIN - Building (Capital)	50,000	12,500	0	(12,50)
Buildings Total		1,859,042	464,762	3,840	(460,92)
Plant & Equipment					
4140330	PWO - Plant and Equipment (Capital)	279,632	69,908	4,019	(65,88)
Plant & Equipment Total		279,632	69,908	4,019	(65,88)
Infrastructure Roads					
4120140	ROADC - Roads Built Up Area	1,191,221	297,806	0	(297,80)
4120142	ROADC - Roads Outside BUA - Gravel	2,972,049	743,012	12,739	(730,27)
4120172	ROADC - Road Project Grant (RPG)	915,000	228,750	0	(228,75)
4120176	ROADC - EPAR Works AGRN 951 (Capital)	4,000,000	1,000,000	589,530	(410,47)
4120179	ROADC - DBCA Funds Works (Capital)	198,404	49,601	136,675	87,0
Infrastructure Roads Total		9,276,674	2,319,169	738,944	(1,580,22)
Infrastructure Drainage					
4120165	ROADC - Drainage Built Up Area (Capital)	250,000	62,500	0	(62,50)
Infrastructure Drainage Total		250,000	62,500	0	(62,50)
Infrastructure Airports					
4120690	AERO - Infrastructure Other (Capital)	200,000	50,000	0	(50,00)
Infrastructure Airports Total		200,000	50,000	0	(50,00)
Infrastructure Other					
4110190	HALLS - Infrastructure Other (Capital)	138,524	34,631	0	(34,63)
4110390	REC - Infrastructure Other (Capital)	5,033,351	1,258,338	860,251	(398,08)
4110790	OTH CUL - Infrastructure Other (Capital)	160,378	40,094	11,000	(29,09)
4120190	ROADC - Infrastructure Other (Capital)	229,557	57,389	0	(57,38)
4120790	WATER - Infrastructure Other (Capital)	30,000	7,500	7,598	!
4140390	PWO - Infrastructure Other (Capital)	29,850	7,462	0	(7,46)
Infrastructure Other Total		5,621,660	1,405,414	878,849	(526,56)
Grand Total		17,487,008	4,371,753	1,625,652	(2,746,10)

**SHIRE OF DERBY-WEST KIMBERLEY
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 SEPTEMBER 2025**

OPERATING ACTIVITIES

6 DISPOSAL OF ASSETS

Asset Ref.	Asset description	Budget				YTD Actual			
		Net Book	Proceeds	Profit	(Loss)	Net Book	Proceeds	Profit	(Loss)
		Value				Value			
		\$	\$	\$	\$	\$	\$	\$	\$
	Plant and equipment								
5090	Toyota Hilux	16,620	25,000	8,380	0	0	0	0	
5043	Massey Ferguson 79HP	12,325	26,000	13,675	0	0	0	0	
4868	Howard Slasher - Derby	0	2,000	2,000	0	0	0	0	
		28,945	53,000	24,055	0	0	0	0	

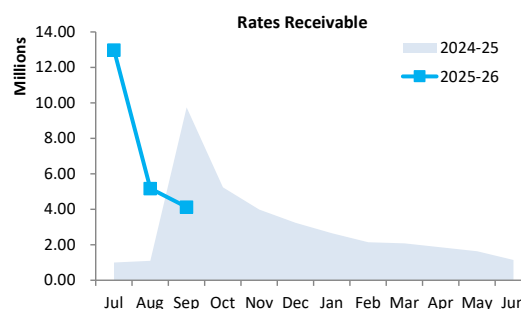


**SHIRE OF DERBY-WEST KIMBERLEY
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 SEPTEMBER 2025**

OPERATING ACTIVITIES

7 RECEIVABLES

Rates receivable	30 Jun 2025	30 Sep 2025
	\$	\$
Opening arrears previous year	1,309,642	1,140,101
Levied this year	9,516,217	10,130,569
Less - collections to date	(9,429,144)	(6,888,370)
Gross rates collectable	1,396,715	4,382,300
Allowance for impairment of rates receivable	(256,614)	(256,614)
Net rates collectable	1,140,101	4,125,686
% Collected	87.1%	61.1%



Receivables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Receivables - general	(3,494)	542,259	39,835	52,745	278,340	909,68
Percentage	(0.4%)	59.6%	4.4%	5.8%	30.6%	
Balance per trial balance						
Trade receivables						909,68
GST receivable						172,45
Allowance for impairment of receivables from contracts with customers						(220,72)
Total receivables general outstanding						861,40

Amounts shown above include GST (where applicable)

KEY INFORMATION

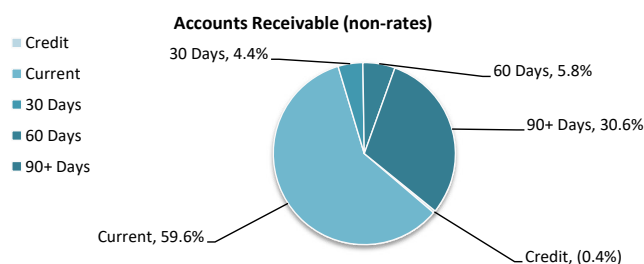
Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business.

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.



**SHIRE OF DERBY-WEST KIMBERLEY
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 SEPTEMBER 2025**

OPERATING ACTIVITIES

8 OTHER CURRENT ASSETS

	Opening Balance 1 July 2025	Asset Increase	Asset Reduction	Closing Balance 30 September 2025
	\$	\$	\$	\$
Other current assets				
Other financial assets at amortised cost				
Financial assets at amortised cost	975,801	0	0	975,801
Inventory				
Fuel	8,856	21,871	0	30,727
Stock on hand	15,933	0	0	15,933
Other assets				
Prepayments	0	558,576	0	558,576
Accrued income	135,982	0	(135,982)	0
Total other current assets	1,136,572	580,447	(135,982)	1,581,037
Amounts shown above include GST (where applicable)				

KEY INFORMATION

Other financial assets at amortised cost

The Shire 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.

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.

**SHIRE OF DERBY-WEST KIMBERLEY
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 SEPTEMBER 2025**

OPERATING ACTIVITIES

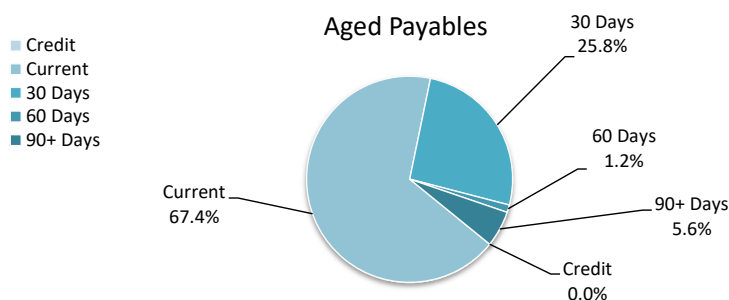
9 PAYABLES

Payables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Payables - general	0	1,211,370	463,481	21,347	100,630	1,796,828
Percentage	0.0%	67.4%	25.8%	1.2%	5.6%	
Balance per trial balance						
Sundry creditors						1,796,828
ATO liabilities						158,630
Other payables						559,560
Payroll creditors						3,650
Prepaid rates						134,950
Total payables general outstanding						2,653,638

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.



SHIRE OF DERBY-WEST KIMBERLEY
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 SEPTEMBER 2025

FINANCING ACTIVITIES

10 BORROWINGS

Repayments - borrowings

Information on borrowings Particulars		Loan No.	New Loans			Principal Repayments		Principal Outstanding		Interest Repayments	
			1 July 2025	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
			\$	\$	\$	\$	\$	\$	\$	\$	\$
Wharf fenders, boat ramp	145		73,342	0	0	0	(35,433)	73,342	37,909	14	(4,44
Staff Housing	146		352,282	0	0	0	(61,959)	352,282	290,323	5,757	(21,33
Staff Housing	148		181,570	0	0	0	(22,615)	181,570	158,955	44	(7,90
Derby Visitors Centre	149		226,962	0	0	0	(28,268)	226,962	198,694	56	(9,87
Derby Wharf Infrastructure	151		131,492	0	0	0	(42,524)	131,492	88,968	22	(3,65
Derby Airport & Wharf Infrastructure	152		942,730	0	0	0	(203,226)	942,730	739,504	44	(15,43
Disaster Recovery Flood Damage	Various		5,000,000	0	0	(2,000,000)	(599,611)	3,000,000	4,400,389	(3,716)	(268,58
Total			6,908,378	0	0	(2,000,000)	(993,636)	4,908,378	5,914,742	2,221	(331,22
Current borrowings			993,636					3,394,024			
Non-current borrowings			5,914,742					1,514,354			
			6,908,378					4,908,378			

All debenture repayments were financed by general purpose revenue.

KEY INFORMATION

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

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

**SHIRE OF DERBY-WEST KIMBERLEY
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 SEPTEMBER 2025**

OPERATING ACTIVITIES

11 OTHER CURRENT LIABILITIES

	Note	Opening Balance 1 July 2025	Liability transferred from/(to) non current	Liability Increase	Liability Reduction	Closing Balance 30 September 2025
		\$	\$	\$	\$	\$
Other current liabilities						
Other liabilities						
Contract liabilities		106,218	0	1,043,522	0	1,149,740
Capital grant/contributions liabilities		1,187,743	0	750,861	(241,542)	1,697,062
Total other liabilities		1,293,961	0	1,794,383	(241,542)	2,846,801
Employee Related Provisions						
Provision for annual leave		853,893	0	0	0	853,893
Provision for long service leave		361,923	0	0	0	361,923
Total Provisions		1,215,816	0	0	0	1,215,816
Total other current liabilities		2,509,777	0	1,794,383	(241,542)	4,062,610

Amounts shown above include GST (where applicable)

A breakdown of contract liabilities and associated movements is provided on the following pages at Note 12 and 13

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.

**SHIRE OF DERBY-WEST KIMBERLEY
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 SEPTEMBER 2025**

OPERATING ACTIVITIES

12 GRANTS, SUBSIDIES AND CONTRIBUTIONS

	Grants, subsidies and contributions revenue		
	Amended Budget Revenue	YTD Budget	YTD Revenue Actual
	\$	\$	\$
Grants and subsidies			
GEN PUR - Financial Assistance Grant - General	4,972,038	1,950,000	1,243,009
MEMBERS - Reimbursements	150,000	0	0
OTH HEALTH - Grants	806,057	239,015	0
WELFARE - Grants	41,014	10,253	0
COM AMEN - Grants	0	0	4,700
LIBRARY - Other Grants	0	0	2,000
ROADM - Street Lighting Subsidy	21,000	5,250	0
ROADM - Other Income	100,000	25,000	0
AGRN 1044 - Recovery - DRAFWA	2,267,975	0	549,142
	8,358,084	2,229,518	1,798,851

**SHIRE OF DERBY-WEST KIMBERLEY
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 SEPTEMBER 2025**

INVESTING ACTIVITIES

13 CAPITAL GRANTS, SUBSIDIES AND CONTRIBUTIONS

Capital grants, subsidies and contributions revenue			
	Amended Budget	YTD	YTD Revenue
	Revenue	Budget	Actual
	\$	\$	\$
Capital grants and subsidies			
AERO - Grants - Aerodromes	0	145,454	
ROADC - Other Grants -- Flood Damage	0	0	509,67
REC - Capital Grants	6,343,517	1,585,879	579,08
ROADC - Financial Assistance Grants -- Roads	37,500	9,375	
ROADC - Regional Road Group Grants (MR WA)	2,602,187	650,547	
ROADC - Roads to Recovery - Grants	1,775,129	443,782	
ROADC - Other Grants -- Roads/Streets	100,000	25,000	
ROADC - Grant AGRN 591 & 1044	4,000,000	1,000,000	
	14,858,333	3,860,037	1,088,75

**SHIRE OF DERBY-WEST KIMBERLEY
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 SEPTEMBER 2025**

14 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 2025	Amount Received	Amount Paid	Closing Balance 30 September 2025
	\$	\$	\$	\$
Public open spaces	295,981	0	0	295,981
	295,981	0	0	295,981

**SHIRE OF DERBY-WEST KIMBERLEY
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 SEPTEMBER 2025**

15 BUDGET AMENDMENTS

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

Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
			\$	\$	\$	\$
Budget adoption						
Revised estimated opening surplus	CC088/25	Opening surplus(deficit)		2,732,969		2,732,969
Financial Assistance grants received in advance	CC088/25	Operating revenue			(4,246,331)	(1,513,362)
Financial Assistance grants increase in 25/26 grant	CC088/25	Operating revenue		1,418,369		(94,993)
Private works expenditure to be completed	CC088/25	Operating expenses			(615,317)	(710,310)
Restructure of loan repayments	CC088/25	Capital revenue		993,637		283,327
Transfer to Strategic Planning reserve	CC088/25	Capital expenses			(283,327)	
Capital grant for project and design of Airstrip	CC074/25	Capital revenue		800,000		800,000
Materials and contracts	CC074/25	Operating expenses			(800,000)	
				5,944,975	(5,944,975)	

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15 October 2025

Ms Tamara Clarkson
Chief Executive Officer
Shire of Derby/West Kimberley
PO Box 94
DERBY WA 6728

Dear Tamara

**MATTERS IDENTIFIED DURING COMPILATION OF STATUTORY MONTHLY FINANCIAL REPORT FOR
THE PERIOD ENDED 30 SEPTEMBER 2025**

We advise we have completed the compilation of your statutory monthly financial report for the period ended 30 September 2025 and identified certain matters additional to those identified in the compilation report we wish to bring to your attention.

We are required under APES 315 *Compilation of Financial Information* to report certain matters in our compilation report and we draw your attention to the note regarding basis of preparation. Other matters which arise during our compilation we wish to bring to your attention are raised in the following pages of this letter along with suggestions to resolve these issues.

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.

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](#)



Shire of Derby/West Kimberley

Period ended 30 September 20

Topic	Item	First Identified	Explanation	Action Required	Priority
Surplus as at year end	Surplus at beginning of year for budget	October 2025	There is an estimated deficit between the budget surplus and the actual surplus as at 30 June 2025 of \$414,206. Audit adjustments for accrued expenses, payroll liabilities and prepaid rates being recognised after the budget amendments were completed.	Once the annual financial statements have been completed a budget review is required and amendments to the forecast income and expenditure be made.	High
Sundry debtors	Outstanding	July 2025	Sundry debtors aged trial balance includes invoices totalling \$278,340 outstanding for over 90 days with some more than 200 days old.	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.	Medium
Finance costs	Accrued interest on loans	July 2025	Finance costs are a positive balance at 30 September 2025 as accrued interest has been reversed on 1 July 2025.	We recommend accrued interest be reversed as and when it falls due.	Low
Disposal of Asset	Proceeds allocation	July 2025	As the disposal of the vehicles have not been processed through the asset register, profit or loss has not been recognised on this sale. Proceeds from the sale of vehicles has been recognised as other income.	We recommend a disposal be processed through the asset register when the 2024/25 Annual Financial Report has been finalised.	Low
Operating expenditure	Depreciation	July 2025	Depreciation has not been processed in 2025/26.	When the 2024/25 Annual Financial Report has been finalised depreciation will be processed.	Low
Year end Balances	Opening surplus	July 2025	At the time of preparing the Monthly Financial Report, the Annual Financial Report has not been finalised, therefore the opening surplus may change from the current \$4,364,313 due to year end and audit adjustments	None.	Low

14.5 ACCOUNTS FOR PAYMENT - SEPTEMBER 2025**File Number:** 5110 - Accounts Payable**Author:** Aaron Gloor, Senior Finance Officer**Responsible Officer:** Jill Brazil, Director Corporate Services**Authority/Discretion:** Information**SUMMARY**

Council to receive the list of accounts paid under delegated authority during September 2025.

DISCLOSURE OF ANY INTEREST

Nil by Author and Responsible Officer.

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**

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 the <i>Local Government Act 1995</i> , a local government is not to incur expenditure from its municipal fund for an additional purpose except where the expenditure is authorised in advance by an absolute majority of Council.	Rare	Minor	Low	Expenditure to only be incurred in accordance with budget parameters, which have been structured on financial viability and sustainability principles.

CONSULTATION

Internal.

COMMENT

All municipal fund expenditure included in the list of payments is incurred in accordance with the 2025-26 Annual Budget as adopted by Council at its meeting held 18 June 2025 (Resolution CCO58/25).

The table below summarises the payments drawn on the funds during the month.

REPORT TO COUNCIL

September 2025

FUND	DETAILS	AMOUNT
MUNICIPAL ACCOUNT		
EFT Payments	EFT 63185 – EFT 63359	\$2,016,283.88
Municipal Cheques	CHQ	\$0.00
Direct Debits	Fees & Charges, Credit Card Payments, Payroll, Payroll Liabilities	\$892,012.36
Manual Cheques	CHQ	\$0.00
TRUST ACCOUNT		
EFT Payments		\$0.00
Trust Cheques		\$0.00
TOTAL		\$2,908,296.24

Creditors Outstanding as at 30/09/2025

\$1,765,306.68

VOTING REQUIREMENTS

Simple majority

ATTACHMENTS

1. Credit Card Reconciliation - September 2025 [↓](#) 
2. List of Accounts - September 2025 [↓](#) 

RECOMMENDATION

That Council **ACCEPTS** the List of Accounts for September 2025 paid under Delegated Authority in accordance with regulation 13(1) of the *Local Government (Financial Management) Regulations 1996*, totalling \$2,908,296.24

The Shire Of Derby / West Kimberley
ANZ Corporate Credit Card Reconciliation
Period Reporting: 14/07/2025 to 12/08/2025

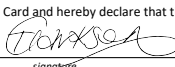
Card Holder : Tamara Clarkson

Date	Transaction Description	GST (Y/N)	Amount (GST Excl)	GST	Amount (GST Incl)	Account	Receipt Provided	Comments
14/07/2025	CLARK POOLS AND SPAS BROOME	Y	\$ 100.83	\$ 10.08	\$ 110.91	BM006	Yes	Pool maintenance fee for CEO house.
15/07/2025	WANEWSDTI Osborne Park	Y	\$ 29.09	\$ 2.91	\$ 32.00	121402410.2100	Yes	The West Australian/Sunday Times Digital Edition Subscription 12.07.25 - 08.08.25.
17/07/2025	NEAPSBISTRO Derby	Y	\$ 40.45	\$ 4.05	\$ 44.50	120401520.2100	Yes	CEO Commissioner refreshments / meeting
21/07/2025	SHIRE OF DERBY WEST KI DERBY	Y	\$ 26.77	\$ 2.68	\$ 29.45	121404160.2101	Yes	Permit to transport vehicle from Hangar to Depot.
24/07/2025	AIRNORTH MARRARA	Y	\$ 184.94	\$ 18.49	\$ 203.43	120401520.2100	Yes	Commissioner travel from Derby to Kununurra (via Broome) following SDWK Council Duties and attendance of July Ordinary Council Meeting.
25/07/2025	STARLINK INTERNET Sydney	Y	\$ 505.45	\$ 50.55	\$ 556.00	121402190.2100	Yes	WIFI subscription for FX and Derby SDWK buildings 23.07.25 - 23.08.25
25/07/2025	NEXUS AIRLINES KUNUNURRA	Y	\$ 284.00	\$ 28.40	\$ 312.40	120401520.2100	Yes	Commissioner travel from Kununurra to Derby (via Broome) for SDWK Council Duties and attendance of July Ordinary Council Meeting.
28/07/2025	Intuit Mailchimp Sydney	Y	\$ 63.24	\$ 6.32	\$ 69.56	121402410.2100	Yes	Media Subscription 2500 contacts
30/07/2025	AIRNORTH MARRARA	Y	\$ 1,352.90	\$ 135.29	\$ 1,488.19	120401520.2100	Yes	Flight travel booking for Commissioner - Kununurra to Perth return for SDWK duties/attending meetings with State Department stakeholders
30/07/2025	STARLINK INTERNET Sydney	Y	\$ 379.09	\$ 37.91	\$ 417.00	121402190.2100	Yes	WIFI subscription for FX SDWK buildings 27.07.25 - 27.08.25
31/07/2025	STARLINK INTERNET Sydney	Y	\$ 98.18	\$ 9.82	\$ 108.00	121402190.2100	Yes	Additional WIFI required for Derby Administration Building 28.07.25 - 28.08.25
1/08/2025	NEAPSBISTRO Derby	Y	\$ 11.36	\$ 1.14	\$ 12.50	120401520.2100	Yes	CEO Commissioner refreshments / meeting 30.07.25
4/08/2025	CALTEX DERBY - WILLAR DERBY	Y	\$ 15.45	\$ 1.55	\$ 17.00	120401520.2100	Yes	CEO Commissioner refreshments / on way to Broome for Commissioners flight
7/08/2025	BURSWOOD CAR RENTALS VICTORIA PARK	Y	\$ 523.59	\$ 52.36	\$ 575.95	120401520.2100	Yes	Car hire fee for Commissioner while in Perth to attend meetings as part of SDWK Council duties 06.08.25 - 09.08.25
11/08/2025	WANEWSDTI Osborne Park	Y	\$ 29.09	\$ 2.91	\$ 32.00	121402410.2100	Yes	The West Australian/Sunday Times Digital Edition Subscription 09.08.25 - 05.09.25.
11/08/2025	CLARK POOLS AND SPAS BROOME	Y	\$ 139.23	\$ 13.92	\$ 153.15	BM006	Yes	Pool maintenance fee for CEO house.
			TOTAL		\$ 4,162.04			

Card Holder Declaration:

I, as the card holder, am responsible for all transactions on my Corporate Credit Card and hereby declare that the expenditure detailed on this statement was approved for work related purposes in accordance with the Transaction Card Policy and Procurement Policy of the Shire of Derby/West Kimberley

Tamara Clarkson
Chk


signature

08 October 2025

Date

Card Holder : Wayne Neate

Date	Transaction Description	GST (Y/N)	Amount (GST Excl)	GST	Amount (GST Incl)	Account	Receipt Provided	Comments
15/07/2025	SP MOASURE-AU WARWICK	Y	\$ 1,390.50	\$ 139.05	\$ 1,529.55	121404180.2101	Yes	3D Mapping Tool required to map and create reticulation plans for areas within the Shire of Derby/West Kimberley.
4/08/2025	BROOME INTERNATIONAL A BENTLEY	Y	\$ 10.91	\$ 1.09	\$ 12.00	EX08	No	Parking fee for Director Infrastructure - no receipt was provided. Statutory Declaration signed and witnessed.
11/08/2025	POST DERBY LPO DERBY	Y	\$ 80.00	\$ 8.00	\$ 88.00	120401520.2100	Yes	PO Box Drop for Derby Community Engagement Survey for members of the public to fill out to contribute to the Development of the Council Plan.
			TOTAL		\$ 1,629.55			

Card Holder Declaration:

I, as the card holder, am responsible for all transactions on my Corporate Credit Card and hereby declare that the expenditure detailed on this statement was approved for work related purposes in accordance with the Transaction Card Policy and Procurement Policy of the Shire of Derby/West Kimberley

Wayne Neate
Dire


signature

8/10/2025

Date

TOTAL \$ 5,791.59

Credit in next months Statement								
Date	Transaction Description	GST (Y/N)	Amount (GST Excl)	GST	Amount (GST Incl)	Account	Receipt Provided	Comments
9/08/2025	Burswood Car Rentals LAR CCard	N	400.00	0.00	400.00	193401010	No	Credit in next months statement
			TOTAL \$		400.00			

TOTAL PURCHASES FOR ABOVE STATED PERIOD \$ 5,791.59

PAYMENTS AND OTHER CREDITS \$ 400.00


INTEREST CHARGES \$ -

CLOSING BALANCE \$ 5,391.59

Procurement Approval

Name Tamara Clarkson
Position Chief Executive Officer
Date 8/10/2025
Signature 

Reconciliation Processed

Name Ashlee Doust
Position Accounts Payable Officer
Date 1/10/2025
Signature 

Reconciliation Certified

Name Lavenia Ratabua
Position Senior Finance Officer
Date 7/10/2025
Signature 

REPORT TO COUNCIL – SEPTEMBER 2025

EFT PAYMENTS – MUNI ACCOUNT

PAYMENT ID	DATES	CREDITOR / INVOICE DETAILS	AMOUNT
EFT63185	05/09/2025	ASPEN CORPORATE HEALTH	100.00
INV REIMB0508	05/08/2025	BOND RETURN FOR HIRE OF UNDERCOVER COURTS 30/11/2022	100.00
EFT63186	05/09/2025	ALTHAM PLUMBING	9,757.63
INV 20188	22/08/2025	EXCAVATE PLOT 888C	308.00
INV 20193	26/08/2025	REPLACE CISTERNS & TAPS – DERBY DEPOT	3,238.94
INV 20198	27/08/2025	REPLACE HOT WATER UNIT – 4 WOOLLYBUTT STREET	6,210.69
EFT63187	05/09/2025	RUSTYS BAKESHOP	295.00
INV 0071	26/08/2025	CATERING FOR OMT MEETING 21/08/2025	295.00
EFT63188	05/09/2025	BIBIANNA TUMBLER	2,500.00
INV BT001	22/07/2025	KAPP 2025 WINNER - ABORIGINAL ART	2,500.00
EFT63189	05/09/2025	BUCKLEYS EARTHWORKS & PAVING PTY LTD	241,644.15
INV 2900	31/07/2025	C14-2024-2025 VARIOUS ROAD AND VERGE REMEDIATIONS	241,644.15
EFT63190	05/09/2025	BOAB FESTIVAL DERBY INC	500.00
INV REIMB0508	05/08/2025	BOND RETURN FOR HIRE OF TOWN OVAL 27/06 - 01/07/2023	500.00
EFT63191	05/09/2025	BISHOPS TRANSPORT PTY LTD	333.07
INV B312141	04/07/2025	FREIGHT - ORD AG EQUIPMENT TO DEPOT	86.69
INV B318521	11/08/2025	FREIGHT - ARTWORK SDWK TO SWEK	246.38
EFT63192	05/09/2025	BIDYADANGA ABORIGINAL COMMUNITY LA GRANGE INC	2,440.00
INV 697	22/07/2025	ARTWORK SOLD KAPP 2025, LESS 20% COMMISSION	2,440.00
EFT63193	05/09/2025	BROOME BOLT SUPPLIES	93.50
INV 260878	28/07/2025	SUPPLY SCREWS NUTS & WASHERS	93.50
EFT63194	05/09/2025	BONITA SINCLAIR	171.71
INV REIMB1208	12/08/2025	UTILITY SUBSIDY: POWER FOR 05/06/2025 TO 04/08/2025	171.71
EFT63195	05/09/2025	BROOME TOYOTA NORTH WEST MOTOR GROUP	975.76
INV PI13083853	25/08/2025	SUPPLY SERVICE PARTS	975.76
EFT63196	05/09/2025	MARTUWARRA CENTRAL EARTHMOVING PTY LTD	135,003.91
INV 6	31/07/2025	C08-2023/24 MAINTENANCE GRADING AREA 3	135,003.91
EFT63197	05/09/2025	CATHERINE FEENEY	740.00
INV 3-R-0018	28/08/2025	5/12 LOCH STREET FORTNIGHTLY RENT	740.00
EFT63198	05/09/2025	CLANCY MCDOWELL	206.49

INV KAPP 2025	29/07/2025	REIMBURSE COSTS KAPP 2025 JUDGE	206.49
EFT63199	05/09/2025	DAMBIMANGARI ABORIGINAL CORPORATION	500.00
INV REIMB0508	05/08/2025	BOND RETURN FOR HIRE OF CIVIC CENTRE 03-04/11/2022	500.00
EFT63200	05/09/2025	DERBY BASKETBALL ASSOCIATION	300.00
INV REIMB0508	05/08/2025	BOND RETURN FOR HIRE OF UNDERCOVER COURTS 29-30/06/2024	300.00
EFT63201	05/09/2025	DERBY FIREARM SUPPLIES	156.00
INV 1356	09/07/2025	SUPPLY 2X BEARING & SEAL SETS & BRAKE PADS	156.00
EFT63202	05/09/2025	DERBY NETBALL ASSOCIATION INC	100.00
INV REIMB0508	05/08/2025	BOND RETURN FOR HIRE OF OUTDOOR COURTS 06-20/09/2025	100.00
EFT63203	05/09/2025	DWA INDUSTRIAL RESOURCES PTY LTD	201.54
INV 02024526	07/08/2025	FABRICATE HYDRAULIC HOSE	201.54
EFT63204	05/09/2025	GARNDUWA AMBOORNY WIRNAN - BROOME	600.00
INV REIMB0508	05/08/2025	BOND RETURN FOR HIRE OF COMMUNITY ROOM 12/08/2022	300.00
INV REIMB0508-2	05/08/2025	BOND RETURN FOR HIRE OF UNDERCOVER COURTS 08/02/2023	300.00
EFT63205	05/09/2025	GABRIEL CLAIR	105.00
INV REIMB2407	24/07/2025	REFUND POOL MEMBERSHIP PASS PURCHASED 30/06/2025	105.00
EFT63206	05/09/2025	GENERATORS & OFF GRID ENERGY PTY LTD	9,508.41
INV 1032	11/08/2025	DERBY & FITZROY SOLAR SYSTEM MAINTENANCE – DERBY AND FX AIRPORTS, DEPOTS, ADMINISTRATION BUILDINGS & PUBLIC BUIDLINGS	9,508.41
EFT63207	05/09/2025	HIGH RISE PLATFORM RENTALS	2,640.00
INV HR2218	06/08/2025	HIRE OF ALL TERRAIN 4X4 BOOM LIFT TO REATTACH SHADE SAIL – LYTTON PARK	1,320.00
INV HR2219	07/08/2025	HIRE OF ALL TERRAIN 4X4 BOOM LIFT TO REATTACH SHADE SAIL – DERBY OVAL	1,320.00
EFT63208	05/09/2025	HORIZON POWER - ACCOUNT PAYMENTS	103.73
INV 582800	06/08/2025	9 TOWER PL, DERBY FOR 02/07/2025 TO 05/08/2025	103.73
EFT63209	05/09/2025	EMILY SMITH	358.96
INV REIMB1108	11/08/2025	UTILITY SUBSIDY: POWER FOR 24/05/2025 TO 23/07/2025	358.96
EFT63210	05/09/2025	TEAM GLOBAL EXPRESS PTY LTD	1,871.70
INV P69069496	12/08/2025	FREIGHT - REF 0090S5K77G & 77H – ENVIRONMENTAL HEALTH WATER SAMPLING	1,277.31
INV P69069545	17/08/2025	FREIGHT - REF 0090S5K771 - ENVIRONMENTAL HEALTH WATER SAMPLING	594.39
EFT63211	05/09/2025	JOHN CAREY	1,162.15
INV REIMB2608	26/08/2025	UTILITY SUBSIDY: POWER FOR 04/02/2025 TO 01/08/2025	1,162.15
EFT63212	05/09/2025	JILA PLUMBING	347.11
INV 6760	24/08/2025	CHANGE 20MM WATER METER – FX AIRPORT	347.11
EFT63213	05/09/2025	JONAS LEISURE PTY LTD	20,195.24
INV SUP04118	28/07/2025	ENVIBE CORE APPLICATION LICENSE FEE 01/09/2025 TO 31/08/2026	20,195.24

EFT63214	05/09/2025	KIMBERLEY KRASH REPAIRS	2,220.00
INV 10206-2	21/08/2025	EXCESS DUE ON INSURANCE CLAIM KW28860	1,000.00
INV 10207-2	21/08/2025	EXCESS DUE ON INSURANCE CLAIM 9KW	1,000.00
INV 10212-1	25/08/2025	REMOVE DECALS, ADHESIVES & POLISH 9KW	220.00
EFT63215	05/09/2025	KIMBERLEY LAND COUNCIL (BROOME)	300.00
INV REIMB0508	05/08/2025	BOND RETURN FOR HIRE OF CIVIC CENTRE & COMMUNITY ROOM	300.00
EFT63216	05/09/2025	K&M ELECTRICAL SERVICES	1,338.68
INV 432	21/08/2025	ISOLATE HEAT PUMP UNIT FOR REMOVAL – 4 WOOLLYBUTT STREET	154.00
INV 446	27/08/2025	TEST CONTROL WIRING FOR PRESSURE PUMP – LYTTON PARK	154.00
INV 447	27/08/2025	REPAIR HOIST – DERBY DEPOT	1,030.68
EFT63217	05/09/2025	KIMBERLEY HIRE	1,929.71
INV KH6777	31/07/2025	HIRE OF 25 KVA GENSET 05/07/2025 – KAPP 2025	990.00
INV KH6787	31/07/2025	HIRE OF PORTALOO - JULY 2025 – DERBY JETTY	939.71
EFT63218	05/09/2025	MENTAL HEALTH COMMISSION	300.00
INV REIMB0508	05/08/2025	BOND RETURN FOR HIRE OF COMMUNITY ROOM 12-13/09/2022	300.00
EFT63219	05/09/2025	STELLA CHALKIAS	100.00
INV REIMB2508	25/08/2025	BOND RETURN FOR GYM KEY	100.00
EFT63220	05/09/2025	LATEISHA OZIES	87.00
INV REIMB1508	15/08/2025	REIMBURSE WORKING WITH CHILDREN CHECK	87.00
EFT63221	05/09/2025	MAXXIA PTY LTD	692.08
INV SDWK-ITC0725	31/07/2025	JUL-25 ITC REPATRIATED TO MAXXIA FOR EMPLOYEES	692.08
EFT63222	05/09/2025	MARNIN BOWA DUMBARA ABORIGINAL CORP	300.00
INV REIMB0608	06/08/2025	BOND RETURN FOR HIRE OF COMMUNITY ROOM 30/08 - 02/09/2022	300.00
EFT63223	05/09/2025	MANAGED IT PTY LTD	1,809.50
INV 300160	30/07/2025	FORTINET BUNDLE RENEWAL - JULY 2025	1,809.50
EFT63224	05/09/2025	OUTBACK ELECTRICAL & AIRCON SERVICES	330.00
INV 10496	27/08/2025	REPAIR WATER COOLER – DERBY DEPOT	330.00
EFT63225	05/09/2025	NIKITA TAYLOR	245.09
INV REIMB1808	18/08/2025	UTILITY SUBSIDY: POWER FOR 17/05/2025 TO 16/07/2025	245.09
EFT63226	05/09/2025	NATIONAL WELLBEING ALLIANCE PTY LTD	300.00
INV REIMB0708	07/08/2025	BOND RETURN FOR HIRE OF COMMUNITY ROOM 11-12/12/2023	300.00
EFT63227	05/09/2025	WA DEPARTMENT OF COMMUNITIES	300.00
INV REIMB0508	05/08/2025	BOND RETURN FOR HIRE OF COMMUNITY ROOM 20/07/2022	300.00
EFT63228	05/09/2025	PAINT INDUSTRIES PTY LTD	3,438.38
INV 68161	14/08/2025	SUPPLY LONG LIFE ROAD MARKING PAINTS, DELIVERY	3,438.38

EFT63229	05/09/2025	PRINTING IDEAS	495.00
INV 58824	14/08/2025	SCAN 45X A1 BUILDING PLANS TO USB	495.00
EFT63230	05/09/2025	PERFORMANCE TINTING	1,300.00
INV 7312	12/08/2025	WINDSCREEN REPLACEMENT AND CAMERA RECALIBRATION 10KW	1,300.00
EFT63231	05/09/2025	ROBERT SIMONS	377.21
INV REIMB1408	14/08/2025	UTILITY SUBSIDY: POWER FOR 06/06/2025 TO 05/08/2025	377.21
EFT63232	05/09/2025	RECHARGE PETROLEUM	24,058.37
INV 01317217	08/08/2025	2997L DIESEL TO FX DEPOT	5,770.87
INV 01317239	08/08/2025	10,000L DIESEL TO DERBY DEPOT	18,287.50
EFT63233	05/09/2025	ROYAL LIFE SAVING SOCIETY WA	350.00
INV AX-15450	12/08/2025	POOL LIFEGUARD LICENCE RENEWAL 22/09/2025	175.00
INV AX-15451	12/08/2025	PROVIDE ADVANCED RESUSCITATION 24/09/2025	175.00
EFT63234	05/09/2025	CROMAG PTY LTD TAS SIGMA TELFORD GROUP	3,381.95
INV 192161-01	29/07/2025	GRANULAR CHLORINE TOP UP	3,381.95
EFT63235	05/09/2025	SUNNY INDUSTRIAL BRUSHWARE	1,360.70
INV 31349	14/08/2025	SUPPLY HIMAC SIDE BROOM & 2X BUCKETS	1,360.70
EFT63236	05/09/2025	SYNDICATED INVESTMENTS PTY LTD ATF AREIT DIVERSIFIED FUND	11,467.64
INV 0060	19/08/2025	AGRN 1044 - 5A & 5B SPINIFEX RENT FOR SEPTEMBER 2025	11,467.64
EFT63237	05/09/2025	THUNDERBIRD OPERATIONS PTY LTD	500.00
INV REIMB0508	05/08/2025	BOND RETURN FOR HIRE OF CIVIC CENTRE 04/05/2023	500.00
EFT63238	05/09/2025	TALIS CONSULTANTS	13,167.00
INV 035164	31/07/2025	LG ROAD SURVEY 31/07/2025 – DERBY & FX TOWN ROADS PLUS LEOPOLD DOWNS ROAD, SILENT GROVE BELL GORGE ROAD & MT HART ROAD.	13,167.00
EFT63239	05/09/2025	CLEANAWAY CO PTY LTD	9,238.62
INV 19423423	31/07/2025	BIN COLLECTION - JULY 2025 – STREET BINS	9,238.62
EFT63240	05/09/2025	TARUNDA SUPERMARKET	357.34
INV 10164861	13/08/2025	FOOD SUPPLIES FOR COOKING PROGRAM – FX YOUTH SCHOOL HOLIDAYS PROGRAM	67.14
INV 20157413	14/08/2025	FOOD SUPPLIES FOR COOKING PROGRAM - FX YOUTH SCHOOL HOLIDAYS PROGRAM	20.90
INV 10167360	19/08/2025	FOOD SUPPLIES FOR COOKING PROGRAM - FX YOUTH SCHOOL HOLIDAYS PROGRAM	269.30
EFT63241	05/09/2025	TYREPOWER DERBY	4,353.00
INV 121351	05/08/2025	SUPPLY 2X TOYO LT265/65R17 TYRES, WHEEL ALIGNMENT – 10KW	976.00
INV 121438	13/08/2025	SUPPLY & FIT 2X ALLIANCE 12.5/80-18 TYRES – KUBOTA R540	1,805.00
INV 121500	21/08/2025	SUPPLY 2X MAXXIS LT235/85R16 TYRES, WHEEL ALIGNMENT – 12KW	921.00
INV 121507	22/08/2025	SUPPLY 2X MAXXIS 195R15C TYRES, WHEEL ALIGNMENT – KW28860	651.00
EFT63242	05/09/2025	VANDERFIELD - RDO EQUIPMENT PTY LTD	1,227.01

INV PJ2517	15/08/2025	SUPPLY PARTS FOR HARDI SPRAY EQUIPMENT – DERBY DEPOT	345.76
INV PJ2618	20/08/2025	SUPPLY PARTS FOR KW9	881.25
EFT63243	05/09/2025	VISION POWER	473.00
INV 19439	11/08/2025	REPAIR FLOODLIGHT – DERBY YOUTH CENTRE	473.00
EFT63244	05/09/2025	VIZONA PTY LTD	12,222.37
INV 0657	06/08/2025	SUPPLY 9X ECOEDGE 40W SOLAR LIGHTING SYSTEMS, DELIVERY – DERBY JETTY WALKWAY	12,222.37
EFT63245	05/09/2025	WATER CORPORATION	258.62
INV 9014469441	22/07/2025	TRADE WASTE FEE FOR 11 JOHNSTON ST, DERBY	258.62
EFT63246	05/09/2025	WCW CIVIL PTY LTD	3,168.00
INV 2	30/07/2025	ROAD ASSET MANAGEMENT UPGRADE STRATEGY - GENERAL ADVICE	3,168.00
EFT63247	05/09/2025	WINUN NGARI ABORIGINAL CORPORATION	1,800.00
INV 2254	23/07/2025	7/12 LOCH STREET RENT 20/08 - 16/09/2025	1,800.00
EFT63248	05/09/2025	WATTNOW ELECTRICAL	272.37
INV 14503	27/08/2025	INSTALL DOUBLE GPO TO IC POWERED GENERATOR – DERBY DEPOT	272.37
EFT63249	05/09/2025	WATERTORQUE GROUP PTY LTD	173.11
INV WT0027874	21/08/2025	SUPPLY PRESSURE TRANSDUCER	173.11
EFT63250	05/09/2025	WURTH AUSTRALIA PTY LTD	371.80
INV 4321524583	22/08/2025	WORKSHOP SUPPLIES – DERBY DEPOT	371.80
EFT63251	05/09/2025	WATTLEUP TRACTORS	872.35
INV 1319846	18/07/2025	SUPPLY GRILL & TRIM – TRACTOR KW37	872.35
EFT63252	05/09/2025	YAMAGIGU CONSULTING PTY LTD	300.00
INV REIMB0508	05/08/2025	BOND RETURN FOR HIRE OF COMMUNITY ROOM 05/08/2025	300.00
EFT63253	12/09/2025	AUSTRALIAN SERVICES UNION	239.15
INV DEDUCTION	09/09/2025	PAYROLL DEDUCTION	239.15
EFT63254	12/09/2025	HALLIDAY ENTERPRISES PL T/A BK SIGNS & PROMOTIONS	143.00
INV 28859	11/07/2025	LIVE DEADLY LOGO DESIGN & CANCELLATION FEE	143.00
EFT63255	12/09/2025	DEPUTY CHILD SUPPORT REGISTRAR	276.17
INV DEDUCTION	09/09/2025	PAYROLL DEDUCTION	276.17
EFT63256	12/09/2025	DERBY BUILDING SUPPLIES	2,081.01
INV 591268	31/07/2025	SUPPLY PHILMAC JOINER	23.38
INV 591566	04/08/2025	SUPPLY MICRO JOINER, NOZZLE & ADAPTOR	23.63
INV 591665	05/08/2025	SUPPLY VALVE & NATRASOAP	74.97
INV 591728	05/08/2025	SUPPLY 2X D SHACKLE	33.81
INV 592523	14/08/2025	SUPPLY NARVA CABLE TIE MOUNTS	25.68
INV 592585	15/08/2025	SUPPLY STIHL FILES	110.08

INV 592884	19/08/2025	SUPPLY MAKITA FLAP DISC	7.39
INV 592902	19/08/2025	SUPPLY PURLIN & DECKING MERBAU	527.72
INV 592914	19/08/2025	SUPPLY SCREWS	63.25
INV 593030	20/08/2025	SUPPLY KINCROME IMPACT BIT	9.18
INV 593042	20/08/2025	SUPPLY 9KG GAS BOTTLE & MAKITA BIT	57.02
INV 593136	21/08/2025	SUPPLY BARRIER SPRAY	14.11
INV 593085	21/08/2025	SUPPLY KINCROME HAMMER	49.10
INV 593123	21/08/2025	SUPPLY CHAMPION HEX SET	11.27
INV 593235	22/08/2025	SUPPLY CHAMPION SCREWS	10.44
INV 593391	25/08/2025	SUPPLY SCREWS	25.05
INV 593494	26/08/2025	SUPPLY PHILMAC VALVE	84.00
INV 593517	26/08/2025	SUPPLY 3X HOLMAN SOCKET	16.53
INV 593589	27/08/2025	SUPPLY SLIDING DOOR LOCK	99.22
INV 593646	27/08/2025	SUPPLY MOWING HEAD, SPOOL & FACE SHIELD	815.18
EFT63257	12/09/2025	DERBY 4X4 & MARINE	408.77
INV 40910-63518	26/08/2025	SUPPLY 2X OIL FILTERS	58.12
INV 40941-63559	28/08/2025	SUPPLY CENTURY BATTERY	350.65
EFT63258	12/09/2025	DANIELLE CORNISH	450.00
INV REIMB1009	10/09/2025	ATTENDANCE AT AUDIT, RISK & IMPROVEMENT COMMITTEE 21/08/25	450.00
EFT63259	12/09/2025	DERBY PROGRESSIVE SUPPLIES	3,112.28
INV 114725	18/08/2025	KITCHEN & CLEANING SUPPLIES – DERBY DEPOT	1,691.83
INV 115248	25/08/2025	CLEANING & CATERING SUPPLIES – FX ADMIN CENTRE	1,420.45
EFT63260	12/09/2025	DERBY HARDWARE MITRE10	1,575.85
INV 10631842	03/08/2025	SUPPLY 3X PIPE RISER & 6X MICRO TEE	46.91
INV 10632082	06/08/2025	SUPPLY BLADE DIAMOND	21.99
INV 10632675	13/08/2025	SUPPLY PRIMING FLUID & SOLVENT CEMENT	16.98
INV 10633052	18/08/2025	SUPPLY COCK HOSE BRASS	19.99
INV 10633080	18/08/2025	SUPPLY KEY	6.00
INV 10633317	21/08/2025	SUPPLY COLD CUT SAW & BLADES	1,417.00
INV 10633745	28/08/2025	SUPPLY PASSAGE SET	29.99
INV 10633761	28/08/2025	SUPPLY THREADED ROD	16.99
EFT63261	12/09/2025	ELDERS LIMITED (DERBY BRANCH)	2,078.37
INV IY95667	20/08/2025	SUPPLY HM 270-25/3 PRESSURE PUMP	2,078.37
EFT63262	12/09/2025	FITZROY HARDWARE PTY LTD	110.00
INV 10032652	25/08/2025	SUPPLY CHLORINE TABLETS	110.00

EFT63263	12/09/2025	JEFFREY MICHAEL PORRA	450.00
INV REIMB1009	10/09/2025	ATTENDANCE AT AUDIT, RISK & IMPROVEMENT COMMITTEE 21/08/25	450.00
EFT63264	12/09/2025	LG BEST PRACTICES PTY LTD	13,948.00
INV 22944	31/07/2025	PAYROLL PROCESSING & SUPPORT - 4 PAY PERIODS FROM 02/07/2025 – 13/08/2025	12,188.00
INV 22981	27/08/2025	EMPLOYEE PROVISIONS 2024-25	1,760.00
EFT63265	12/09/2025	MAXXIA PTY LTD	8,582.90
INV SDWK-ITC0825	31/08/2025	AUG-25 ITC REPATRIATED TO MAXXIA FOR EMPLOYEES	452.87
INV DEDUCTION	09/09/2025	PAYROLL DEDUCTION	4,315.77
INV DEDUCTION	09/09/2025	PAYROLL DEDUCTION	3,729.98
INV DEDUCTION	09/09/2025	PAYROLL DEDUCTION	84.28
EFT63266	12/09/2025	MANSFIELD MUKUCHAMANO	200.00
INV KAPP 2025	07/08/2025	KAPP 2025 WINNER - PEOPLE'S CHOICE	200.00
EFT63267	12/09/2025	MOORE AUSTRALIA (TAX)	2,750.00
INV 443748	31/07/2025	COMPILATION OF STATEMENT OF FINANCIAL ACTIVITY 30/06/2025	2,750.00
EFT63268	12/09/2025	IXOM	211.42
INV 6992687	31/07/2025	CHLORINE GAS CYLINDER HIRE FEE - JULY 2025	211.42
EFT63269	12/09/2025	RAY WHITE DERBY	2,607.14
INV 26854	01/09/2025	9 TOWER PLACE RENT 15/09 - 14/10/2025	2,607.14
EFT63270	12/09/2025	DRIFTWOOD TREE SERVICES	9,900.00
INV 1054	26/08/2025	TREE MANAGEMENT WORKS – FX TOWNSITE	4,565.00
INV 1055	26/08/2025	TREE MANAGEMENT WORKS – FX AIRPORT	5,335.00
EFT63271	12/09/2025	ROSEANNA MUNGULU	2,000.00
INV REIMB0508	05/08/2025	BOND RETURN FOR HIRE OF CIVIC CENTRE 19/08/2023	2,000.00
EFT63272	12/09/2025	MARTUWARRA FITZROY RIVER COUNCIL	900.00
INV REIMB0508	05/08/2025	BOND RETURN FOR HIRE OF COMMUNITY ROOM 03/11/2022	300.00
INV REIMB0508-2	05/08/2025	BOND RETURN FOR HIRE OF COMMUNITY ROOM 17-21/04/2023	300.00
INV REIMB0508-3	05/08/2025	BOND RETURN FOR HIRE OF COMMUNITY ROOM 21-30/08/2023	300.00
EFT63273	12/09/2025	SIMONE SKINNER-SMITH	100.00
INV KAPP 2025	07/08/2025	KAPP 2025 WINNER - PEOPLE'S CHOICE	100.00
EFT63274	12/09/2025	LEAVILLE HOLDINGS PTY LTD (WILLARE BRIDGE ROADHOUSE)	200.00
INV REIMB1808	18/08/2025	REIMBURSE DUPLICATE PAYMENT OF INVOICE 31142	200.00
EFT63275	12/09/2025	WA FOOTBALL	300.00
INV REIMB0508	05/08/2025	BOND RETURN FOR HIRE OF COMMUNITY ROOM 29/05/2024	300.00
EFT63276	12/09/2025	WALALAKOO ABORIGINAL CORPORATION	2,100.00
INV REIMB0508-3	05/08/2025	BOND RETURN FOR HIRE OF COMMUNITY ROOM 16-18/10/2022	300.00

INV REIMB0508-4	05/08/2025	BOND RETURN FOR HIRE OF COMMUNITY ROOM 17/09/2023	300.00
INV REIMB0508-5	05/08/2025	BOND RETURN FOR HIRE OF COMMUNITY ROOM 20-24/05/2024	300.00
INV REIMB0508-6	05/08/2025	BOND RETURN FOR HIRE OF COMMUNITY ROOM 01-02/03/2023	300.00
INV REIMB0508	05/08/2025	BOND RETURN FOR HIRE OF COMMUNITY ROOM 04-07/10/2022	300.00
INV REIMB0508-2	05/08/2025	BOND RETURN FOR HIRE OF COMMUNITY ROOM 16/12/2022	300.00
INV REIMB0608	06/08/2025	BOND RETURN FOR HIRE OF COMMUNITY ROOM 18-20/09/2023	300.00
EFT63277	12/09/2025	WORLD VISION AUSTRALIA	300.00
INV REIMB0508	05/08/2025	BOND RETURN FOR HIRE OF COMMUNITY ROOM 01-04/08/2022	300.00
EFT63278	12/09/2025	ZALE CONSULTING	6,050.00
INV 0225	29/08/2025	INDUSTRIAL AGREEMENT CONSULTATION	6,050.00
EFT63279	19/09/2025	SHANE ERIC WILLIS	100.00
INV REIMB0508	05/08/2025	BOND RETURN FOR HIRE OF SQUASH COURTS 28/06/2023	100.00
EFT63280	19/09/2025	AARNJA LTD	500.00
INV REIMB0508	05/08/2025	BOND RETURN FOR HIRE OF CIVIC CENTRE 24/07/2024	500.00
EFT63281	19/09/2025	ALTHAM PLUMBING	308.00
INV 20202	28/08/2025	EXCAVATE PLOT 775P	308.00
EFT63282	19/09/2025	ALLWEST BUILDING APPROVALS	302.50
INV 10820	28/08/2025	CERTIFICATE OF DESIGN COMPLIANCE - 88 LOCH ST, DERBY SOLAR	302.50
EFT63283	19/09/2025	BUCKLEYS EARTHWORKS & PAVING PTY LTD	274,606.20
INV 2907	17/08/2025	AGRN 1044 - FLOOD DAMAGE REPAIRS 04-17/08/2025	274,606.20
EFT63284	19/09/2025	BISHOPS TRANSPORT PTY LTD	305.94
INV B316387	30/07/2025	FREIGHT - SIGMA TELFORD TO DERBY POOL	305.94
EFT63285	19/09/2025	WORKSAFE DIVISION DEPARTMENT LOCAL GOVERNMENT, INDUSTRY REGULATION AND SAFETY	4,706.22
INV PERMIT 3108	31/08/2025	BUILDING SERVICES LEVY - AUGUST 2025	4,706.22
EFT63286	19/09/2025	BP FITZROY CROSSING	1,428.00
INV 01296418	25/07/2025	CATERING FOR REMOTE COMMUNITIES SAFETY PLAN & NAIDOC DINNERS	1,428.00
EFT63287	19/09/2025	CLEANING GARDENING & TREE SERVICES	189.75
INV 10830	01/08/2025	CLEANING FX SHORT STAY UNIT 11/07/2025	189.75
EFT63288	19/09/2025	BOC LIMITED	367.34
INV 5006718937	31/08/2025	MONTHLY GAS CYLINDER CHARGES	367.34
EFT63289	19/09/2025	THE DERBY WEST KIMBERLEY AIR BRANCH CWA	1,500.00
INV REIMB2508	25/08/2025	BOND RETURN FOR HIRE OF AIRPORT 01-02 & 16/08/2025	1,500.00
EFT63290	19/09/2025	DERBY BUILDING SUPPLIES	165.89
INV 588442	01/07/2025	SUPPLY STIHL WIRING HARNESS	19.76
INV 588526	02/07/2025	SUPPLY TOOL HANGER SET	23.38

INV 589323	10/07/2025	SUPPLY ENAMEL GLOSS	81.83
INV 589912	16/07/2025	SUPPLY GATE HINGE, SCREWS & PERMANENT MARKER	40.92
EFT63291	19/09/2025	DEPARTMENT OF BIODIVERSITY, CONSERVATION AND ATTRACTIONS	500.00
INV REIMB1408	14/08/2025	BOND RETURN FOR HIRE OF CIVIC CENTRE 13/08/2025	500.00
EFT63292	19/09/2025	DERBY PROGRESSIVE SUPPLIES	1,026.34
INV 115071	22/08/2025	KITCHEN SUPPLIES – DERBY ADMINISTRATION CENTRE	446.99
INV 115459	28/08/2025	SUPPLY SPINDLE – DERBY CIVIC & REC CENTRE	579.35
EFT63293	19/09/2025	DERBY HARDWARE MITRE10	237.90
INV 10634180	04/09/2025	SUPPLY VORTEX LINE & SHOVEL	158.99
INV 10634466	08/09/2025	SUPPLY 2X PRESSURE SPRAYER	39.98
INV 10634513	09/09/2025	SUPPLY PVC COUPLING & SOLVENT CEMENT	38.93
EFT63294	19/09/2025	ELDERS LIMITED (DERBY BRANCH)	8,571.05
INV IY95920	05/09/2025	SUPPLY CAMLOCK ALLOY	6.71
INV IY96015	10/09/2025	SUPPLY SPRINKLERS, VALVES AND OTHER RETIC COMPONENTS	8,564.34
EFT63295	19/09/2025	MEGAN NESHODA	54.00
INV REIMB2208	22/08/2025	REIMBURSE PURCHASE OF GRAFFITI REMOVER	54.00
EFT63296	19/09/2025	FITZROY HARDWARE PTY LTD	246.50
INV 10032340	19/08/2025	SUPPLY 2X KEYS & TAGS	26.00
INV 10032523	22/08/2025	SUPPLY 5X KEYS	50.00
INV 10032570	22/08/2025	SUPPLY KETTLE	35.00
INV 10032894	29/08/2025	SUPPLY 5X 15L WATER	105.00
INV 10032895	29/08/2025	SUPPLY MIRROR	30.50
EFT63297	19/09/2025	FITZROY VALLEY DISTRICT HIGH SCHOOL	500.00
INV REIMB2708	27/08/2025	BOND RETURN FOR HIRE OF FX REC CENTRE 06-07 & 25-26/08/2025	500.00
EFT63298	19/09/2025	GRACE RECORDS MANAGEMENT	131.67
INV RP01712592	31/08/2025	STORAGE OF RECORDS - SEPTEMBER 2025	131.67
EFT63299	19/09/2025	HART SPORT AUSTRALIA PTY LTD	64.50
INV 10264796A	30/07/2025	SPORTING EQUIPMENT FOR FX YOUTH PROGRAM	64.50
EFT63300	19/09/2025	HORIZON POWER - ACCOUNT PAYMENTS	4,697.02
INV 570688	02/09/2025	208 STREETLIGHTS FOR 01/08/2025 TO 31/08/2025	4,439.00
INV 579672	08/09/2025	117 ROWAN ST, DERBY FOR 29/07/2025 TO 05/09/2025	122.62
INV 581500	10/09/2025	UNIT 2/74 FALLON RD, FX FOR 10/07/2025 TO 09/09/2025	135.40
EFT63301	19/09/2025	TEAM GLOBAL EXPRESS PTY LTD	50.05
INV 1162752	29/07/2025	FREIGHT - WINC PERTH TO DERBY	50.05
EFT63302	19/09/2025	JOSEPH JOHN	300.00

INV REIMB2508	25/08/2025	BOND RETURN FOR HIRE OF COMMUNITY ROOM 24/08/2025	300.00
EFT63303	19/09/2025	JOOMBARN BURU ABORIGINAL CORP	500.00
INV REIMB0508	05/08/2025	BOND RETURN FOR HIRE OF CIVIC CENTRE 15/08/2024	500.00
EFT63304	19/09/2025	KIMBERLEY ABORIGINAL LAW & CULTURE CENTRE A/C	34,423.70
INV REIMB0309	03/09/2025	RATES REFUND: A300551 & A300525 OVERPAYMENT BY RATEPAYER IN ERROR	34,423.70
EFT63305	19/09/2025	KIMBERLEY ABORIGINAL WOMENS COUNCIL	300.00
INV REIMB0508	05/08/2025	BOND RETURN FOR HIRE OF COMMUNITY ROOM 05/09/2024	300.00
EFT63306	19/09/2025	KEOGH BAY PEOPLE PTY LTD	500.00
INV REIMB0508	05/08/2025	BOND RETURN FOR HIRE OF CIVIC CENTRE 23/08/2023	500.00
EFT63307	19/09/2025	KRED ENTERPRISES	300.00
INV REIMB0508	05/08/2025	BOND RETURN FOR HIRE OF COMMUNITY ROOM 06/06/2023	300.00
EFT63308	19/09/2025	KUPUNGARRI ABORIGINAL CORPORATION	416.00
INV REIMB2508	25/08/2025	BOND RETURN FOR HIRE OF CIVIC CENTRE 22/08/2025	416.00
EFT63309	19/09/2025	ARMA LEGAL	404.00
INV REIMB2508	25/08/2025	BOND RETURN FOR HIRE OF COUNCIL CHAMBERS 27/06/2025	404.00
EFT63310	19/09/2025	THE PIER GROUP PTY LTD T/AS CS LEGAL	704.00
INV 035089	29/08/2025	PROFESSIONAL FEES FOR LGA SALE OF A103950 – 7 KNOPP STREET	704.00
EFT63311	19/09/2025	LATEISHA OZIES	64.90
INV REIMB0109	01/09/2025	REIMBURSE WA POLICE CHECK	64.90
EFT63312	19/09/2025	MARIA O'CONNELL	709.32
INV REIMB2708-3	27/08/2025	UTILITY SUBSIDY: WATER FOR 12/05/2025 TO 14/07/2025	181.46
INV REIMB2708	27/08/2025	UTILITY SUBSIDY: WATER FOR 20/01/2025 TO 17/03/2025	285.95
INV REIMB2708-2	27/08/2025	UTILITY SUBSIDY: POWER FOR 17/05/2025 TO 16/07/2025	241.91
EFT63313	19/09/2025	MARKET CREATIONS AGENCY PTY LTD	1,485.00
INV IO55-5	29/08/2025	READSPEAKER ANNUAL LICENSING TO 04/10/2026	1,485.00
EFT63314	19/09/2025	MANAGED IT PTY LTD	1,557.12
INV 185940	08/08/2025	REPLACEMENT UPS AND NETWORK SWITCH - DERBY	495.00
INV 300227	13/08/2025	HEADPHONES FOR CUSTOMER SERVICE STAFF - DERBY	1,062.12
EFT63315	19/09/2025	WA LGIS	20,872.53
INV 100-162165	07/08/2025	LGISWA 30/06/2025 TO 30/06/2026 – MOTOR VEHICLE	20,872.53
EFT63316	19/09/2025	MAYALA INNINALANG ABORIGINAL CORPORATION	300.00
INV REIMB0508	05/08/2025	BOND RETURN FOR HIRE OF COMMUNITY ROOM 10/07/2024	300.00
EFT63317	19/09/2025	NINDILINGARRI CULTURAL HEALTH SERVICES	500.00
INV REIMB0408	04/08/2025	BOND RETURN FOR HIRE OF FX REC CENTRE 29/07/2025	500.00
EFT63318	19/09/2025	NICHOLAS WILDING	250.00

INV REIMB2008	20/08/2025	BOND RETURN FOR GYM KEY – 21/05/2024	250.00
EFT63319	19/09/2025	OFFICE STAR	309.10
INV 67294	26/08/2025	SERVICE AGREEMENT FOR RICOH ID #791 - FXVC	309.10
EFT63320	19/09/2025	SE RENTALS PTY LTD	185.90
INV 254852	20/08/2025	DERBY POOL PRINTER RENTAL CONTRACT 20/09/2025	185.90
EFT63321	19/09/2025	SHELTER WA	300.00
INV REIMB0508	05/08/2025	BOND RETURN FOR HIRE OF COMMUNITY ROOM 20/06/2023	300.00
EFT63322	19/09/2025	SKIPPERS CLEANING SERVICES	51,384.92
INV 1894	31/08/2025	CLEANING OF SHIRE BUILDINGS - AUGUST 2025 - DERBY	51,384.92
EFT63323	19/09/2025	SIMON HAY	500.00
INV REIMB0508	05/08/2025	BOND RETURN FOR HIRE OF CIVIC CENTRE 25/07/2024	500.00
EFT63324	19/09/2025	WATTNOW ELECTRICAL	1,525.08
INV 14536	05/09/2025	REPLACE LIGHTS & FAULTY DATA POINT – DERBY CIVIC CENTRE TOILETS	1,525.08
EFT63325	24/09/2025	A & B TYRES	835.00
INV 55734	01/08/2025	PUNCTURE REPAIR	20.00
INV 55800	07/08/2025	PUNCTURE REPAIR	45.00
INV 55949	19/08/2025	SUPPLY CENTURY BATTERY	275.00
INV 56019	25/08/2025	SUPPLY 2X DELMAX 195R14C TYRES, WHEEL ALIGNMENT	495.00
EFT63326	24/09/2025	AERODROME MANAGEMENT SERVICES PTY LTD	4,230.60
INV 252571	05/09/2025	STANDARD WHITE CONES FOR AIRPORT SIGNAL AREAS, FREIGHT – FX AIRPORT	4,230.60
EFT63327	24/09/2025	SUPAGAS PTY LIMITED	198.00
INV C647679-8-2025	31/08/2025	RENTAL CHARGED & EQUIPMENT HELD LPG 45KG	198.00
EFT63328	24/09/2025	ALTHAM PLUMBING	407.00
INV 20237	05/09/2025	BACKFLOW TEST & CERTIFIED – DERBY SPEEDWAY	407.00
EFT63329	24/09/2025	ALLWEST BUILDING APPROVALS	1,281.50
INV 10828	02/09/2025	CERTIFICATE OF DESIGN COMPLIANCE - 6 ANDERSON ST & 12 HAKEA	605.00
INV 10840	09/09/2025	BUILDING ADVICE - MARLAMANU ON COUNTRY YOUTH PROGRAM	374.00
INV 10852	16/09/2025	CERTIFICATE OF DESIGN COMPLIANCE - 2 COLEMAN STREET SHED	302.50
EFT63330	24/09/2025	BUCKLEYS EARTHWORKS & PAVING PTY LTD	850,949.84
INV 2908	25/08/2025	C09-2023-24 ORPHAN ROADS REINSTATEMENT 11-24/08/2025	347,207.44
INV 2910	08/09/2025	C09-2023-24 ORPHAN ROADS REINSTATEMENT 25/08 - 07/09/2025	503,742.40
EFT63331	24/09/2025	THE TRUSTEE FOR THE BROOME PROPERTY TRUST DEBY BETTA HOME LIVING	798.00
INV 58610003310	30/08/2025	SUPPLY 2X TVS – FX SHORT STAY UNITS	798.00
EFT63332	24/09/2025	CATHERINE FEENEY	740.00
INV 3-R-0019	11/09/2025	5/12 LOCH STREET FORTNIGHTLY RENT	740.00

EFT63333	24/09/2025	CLEANING GARDENING & TREE SERVICES	30,190.40
INV 10837	03/09/2025	CLEANING SHIRE BUILDINGS FX - AUGUST 2025	30,190.40
EFT63334	24/09/2025	WA COUNTRY HEALTH SERVICE	391.00
INV N3725618	11/09/2025	PRE-EMPLOYMENT MEDICAL FOR WORKS SUPERVISOR	391.00
EFT63335	24/09/2025	DERBY BUS SERVICE PTY LTD	154.00
INV 23969	31/08/2025	FREIGHT - AUGUST 2025 – DERBY DEPOT MECHANICAL PART AND DERBY ADMIN PRINTING	154.00
EFT63336	24/09/2025	DIGGA WEST & EARTHPARTS WA	227.70
INV 68306	03/09/2025	SUPPLY 6X RAMP TUNGS & RUBBER CAPS	227.70
EFT63337	24/09/2025	HARDMAN ENTERPRISES PL T/AS DERBY PLUMBING AND GAS	379.50
INV 30705	02/09/2025	REPAIR & SERVICE CISTERN – DERBY YOUTH CENTRE	379.50
EFT63338	24/09/2025	GREENFIELD TECHNICAL SERVICES	26,734.80
INV 4791	11/09/2025	AGRN 1044 - CONSTRUCTION MANAGEMENT PACKAGE 3 - 18-31/08/2025	18,997.44
INV 4766	12/09/2025	AGRN 1044 - FLOOD DAMAGE REINSTATEMENT PACKAGE 3 - AUG 2025	7,737.36
EFT63339	24/09/2025	HORIZON POWER - ACCOUNT PAYMENTS	123.38
INV 582927	18/09/2025	3 KNOWSLEY ST EAST, DERBY FOR 06/08/2025 TO 17/09/2025	123.38
EFT63340	24/09/2025	JEFFERY CRAIG GOODING	23,862.49
INV COMMISSIONER SEP 2025	30/09/2025	SEPTEMBER 2025 COMMISSIONER REMUNERATION	23,862.49
EFT63341	24/09/2025	DERBY ARCADE KIMBERLEY CATALOGUE PTY LTD TRADING AS DERBY FURNITURE	3,074.00
INV 25-00056421	22/08/2025	SUPPLY FURNITURE FOR 9 TOWER PLACE	3,074.00
EFT63342	24/09/2025	KIMBERLEY FIRE SYSTEMS	1,131.94
INV 24062	05/09/2025	MAINTENANCE OF FIRE SYSTEMS & EQUIPMENT - AUGUST 2025 – DERBY AIRPORT	1,131.94
EFT63343	24/09/2025	NORTH REGIONAL TAFE	52.86
INV I0027279	02/09/2025	COURSE FEES FOR FIRST AID SKILL SET	52.86
EFT63344	24/09/2025	K&M ELECTRICAL SERVICES	812.35
INV 466	06/09/2025	REPLACE 2X FAULTY GPOS, LED & SENSOR SECURITY LIGHT – 13B HOLMAN STREET	177.10
INV 472	08/09/2025	CHECK OPERATION OF SECURITY LIGHTING – COUNCIL CHAMBERS AND LIBRARY	635.25
EFT63345	24/09/2025	KIMBERLEY MOWERS & SPARES	567.60
INV 4559	03/09/2025	SUPPLY GROUNDHOG T4 PARTS	567.60
EFT63346	24/09/2025	KIMBERLEY HIRE	389.71
INV KH6805	31/08/2025	HIRE OF PORTALOO - AUGUST 2025 – DERBY JETTY	389.71
EFT63347	24/09/2025	THINK WATER BROOME	2,139.48
INV 25-00006969	18/08/2025	RETICULATION PARTS – FX OVAL	2,139.48
EFT63348	24/09/2025	ODESSA MINERALS LIMITED	463.30
INV A901020	29/08/2025	RATES REFUND FOR ASSESSMENT A901020	463.30

EFT63349	24/09/2025	ALP OZ AUTO MOULDS	6,095.88
INV 122267	28/08/2025	WINDSCREEN REPLACEMENT TOOLS & CONSUMABLES – DERBY DEPOT	6,095.88
EFT63350	24/09/2025	PETTIT NOMINEES PTY LTD T/AS P&M AUTOMOTIVE EQUIPMENT	1,309.00
INV 9798	11/09/2025	HOIST INSPECTION X2 – DERBY DEPOT	863.50
INV 9799	11/09/2025	HOIST INSPECTION – FX DEPOT	445.50
EFT63351	24/09/2025	REPCO A DIVISION OF GPC ASIA PACIFIC PTY LTD	27,476.40
INV 4540799925	22/08/2025	SUPPLY WORKSHOP EQUIPMENT – DERBY DEPOT	27,476.40
EFT63352	24/09/2025	E & MJ ROSHER PTY LTD	3,035.63
INV 1498190	11/09/2025	SUPPLY KUBOTA PARTS	3,035.63
EFT63353	24/09/2025	RUSTYS IGA	7,184.50
INV 045456	04/09/2025	SUPPLIES FOR HEALTHY HYGIENE PACKS - AEHU	5,511.40
INV 045619	12/09/2025	SUPPLIES FOR HEALTHY HYGIENE PACKS - AEHU	1,603.60
INV 011327	12/09/2025	SUPPLIES FOR FAREWELL MORNING TEA	69.50
EFT63354	24/09/2025	STACEY DE VOS	905.00
INV REIMB1209	12/09/2025	BOND RETURN FOR HIRE OF CIVIC CENTRE, PROJECTOR & SCREEN	905.00
EFT63355	24/09/2025	TRAFFORD GROUP PTY LTD	730.40
INV 176212	05/09/2025	SUPPLY TRAILER HUBS & BRAKES	730.40
EFT63356	24/09/2025	TOTALLY WORK WEAR - BROOME	362.00
INV 25-00013649	01/09/2025	SUPPLY PPE	362.00
EFT63357	24/09/2025	TYREPOWER DERBY	1,315.00
INV 121613	04/09/2025	SUPPLY 2X TOYO LT265/65R17 TYRES, WHEEL ALIGNMENT	940.00
INV 121679	12/09/2025	SUPPLY CENTURY BATTERY	375.00
EFT63358	24/09/2025	WATER CORPORATION	41.04
INV 9019054077	17/09/2025	UNIT 5 / 12 LOCH ST, DERBY FOR 14/07/2025 TO 15/09/2025	41.04
EFT63359	24/09/2025	WINUN NGARI ABORIGINAL CORPORATION	123.12
INV 2279	16/09/2025	7/12 LOCH STREET WATER 14/07 - 15/09/2025	123.12
		TOTAL	\$2,016,283.88

FEE PAYMENTS – MUNI ACCOUNT

PAYMENT ID	DATES	CREDITOR / INVOICE DETAILS	AMOUNT
972	01/09/2025	EXC - EXCESS TRANSACTIONS FEE	16.20

972	03/09/2025	MER - MERCHANT FEES	2,223.59
972	03/09/2025	MER - MERCHANT FEES	661.87
972	03/09/2025	MER - MERCHANT FEES	49.50
972	04/09/2025	BPY - BPAY FEES	451.22
972	04/09/2025	ASF - ACCOUNT SERVICE FEE	77.00
972	04/09/2025	DOT - DOT PAYMENT	1,256.20
972	04/09/2025	GHA - GREYHOUND AUSTRALIA	4,675.00
972	02/09/2025	MER - MERCHANT FEES	1.00
972	03/09/2025	DOT - DOT PAYMENT	5,332.95
972	05/09/2025	DOT - DOT PAYMENT	1,862.85
972	01/09/2025	EXC - EXCESS TRANSACTIONS FEE	159.00
972	08/09/2025	DOT - DOT PAYMENT	631.95
972	08/09/2025	IINET - IINET 225211599 (\$109.99)	109.99
972	04/09/2025	MER - MERCHANT FEES	-0.50
972	10/09/2025	DOT - DOT PAYMENT	865.35
972	11/09/2025	DOT - DOT PAYMENT	2,553.90
972	11/09/2025	GHA - GREYHOUND AUSTRALIA	7,413.00
972	12/09/2025	DOT - DOT PAYMENT	1,316.30
972	15/09/2025	DOT - DOT PAYMENT	453.35
972	15/09/2025	BEX - BPOINT FEES	44.49
972	15/09/2025	MER - MERCHANT FEES	-2.47
972	01/09/2025	EXC - EXCESS TRANSACTIONS FEE	29.45
972	18/09/2025	GHA - GREYHOUND AUSTRALIA	2,738.00
972	18/09/2025	DOT - DOT PAYMENT	1,631.70
972	17/09/2025	DOT - DOT PAYMENT	2,776.10
972	19/09/2025	DOT - DOT PAYMENT	2,862.05
972	22/09/2025	DOT - DOT PAYMENT	9,322.50
972	11/09/2025	BAS4 - ATO - IAS PAYMENT - PAYG WITHHOLDING	85,775.20
972	24/09/2025	DOT - DOT PAYMENT	4,163.85
972	01/09/2025	CMD - CHEQUE OR MERCHANT DEPOSITS FEE	4.20
972	25/09/2025	DOT - DOT PAYMENT	763.55
972	26/09/2025	DOT - DOT PAYMENT	2,330.85
972	30/09/2025	DOT - DOT PAYMENT	3,319.65
972	30/09/2025	MER - MERCHANT FEES	31.28
972	30/09/2025	MER - MERCHANT FEES	169.17

972	25/09/2025	GHA - GREYHOUND AUSTRALIA	3,965.00
972	09/09/2025	EXC - EXCESS TRANSACTIONS FEE	0.50
972	01/09/2025	DOT - DOT PAYMENT	969.25
972	01/09/2025	MER - MERCHANT FEES	32.95
972	01/09/2025	MER - MERCHANT FEES	217.24
972	01/09/2025	MER - MERCHANT FEES	31.64
554	12/09/2025	EXC - EXCESS TRANSACTIONS FEE	0.50
554	12/09/2025	EXC - EXCESS TRANSACTIONS FEE	-0.50
DD23085.1	09/09/2025	AWARE SUPER	32,747.30
INV SUPER	09/09/2025	SUPERANNUATION	26,566.35
INV DEDUCTION	09/09/2025	PAYROLL DEDUCTION	4,814.82
INV DEDUCTION	09/09/2025	PAYROLL DEDUCTION	400.00
INV DEDUCTION	09/09/2025	PAYROLL DEDUCTION	507.86
INV DEDUCTION	09/09/2025	PAYROLL DEDUCTION	173.27
INV DEDUCTION	09/09/2025	PAYROLL DEDUCTION	285.00
DD23085.2	09/09/2025	ING SUPERANNUATION FUND	348.51
INV SUPER	09/09/2025	SUPERANNUATION	348.51
DD23085.3	09/09/2025	BRIGHTER SUPER SUNCORP EMPLOYEE SUPER PLAN	1,016.78
INV SUPER	09/09/2025	SUPERANNUATION	743.03
INV DEDUCTION	09/09/2025	PAYROLL DEDUCTION	273.75
DD23085.4	09/09/2025	GESB EMPLOYER SERVICES	282.71
INV SUPER	09/09/2025	SUPERANNUATION	282.71
DD23085.5	09/09/2025	MLC SUPER FUND	602.13
INV SUPER	09/09/2025	SUPERANNUATION	602.13
DD23085.6	09/09/2025	COLONIAL FIRST STATE INVESTMENTS LIMITED	476.12
INV SUPER	09/09/2025	SUPERANNUATION	476.12
DD23085.7	09/09/2025	BT PANORAMA SUPER	1,217.06
INV SUPER	09/09/2025	SUPERANNUATION	643.06
INV DEDUCTION	09/09/2025	PAYROLL DEDUCTION	574.00
DD23085.8	09/09/2025	CARE SUPER	450.79
INV SUPER	09/09/2025	SUPERANNUATION	450.79
DD23085.9	09/09/2025	Q SUPER	414.18
INV SUPER	09/09/2025	SUPERANNUATION	414.18
DD23110.1	23/09/2025	AWARE SUPER	30,079.16
INV SUPER	23/09/2025	SUPERANNUATION	24,470.17

INV DEDUCTION	23/09/2025	PAYROLL DEDUCTION	4,345.80
INV DEDUCTION	23/09/2025	PAYROLL DEDUCTION	400.00
INV DEDUCTION	23/09/2025	PAYROLL DEDUCTION	404.92
INV DEDUCTION	23/09/2025	PAYROLL DEDUCTION	173.27
INV DEDUCTION	23/09/2025	PAYROLL DEDUCTION	285.00
DD23110.2	23/09/2025	ING SUPERANNUATION FUND	476.12
INV SUPER	23/09/2025	SUPERANNUATION	476.12
DD23110.3	23/09/2025	BRIGHTER SUPER SUNCORP EMPLOYEE SUPER PLAN	1,708.10
INV SUPER	23/09/2025	SUPERANNUATION	1,248.23
INV DEDUCTION	23/09/2025	PAYROLL DEDUCTION	459.87
DD23110.4	23/09/2025	GESB EMPLOYER SERVICES	528.88
INV SUPER	23/09/2025	SUPERANNUATION	528.88
DD23110.5	23/09/2025	MLC SUPER FUND	609.38
INV SUPER	23/09/2025	SUPERANNUATION	609.38
DD23110.6	23/09/2025	COLONIAL FIRST STATE INVESTMENTS LIMITED	476.68
INV SUPER	23/09/2025	SUPERANNUATION	476.68
DD23110.7	23/09/2025	BT PANORAMA SUPER	1,217.06
INV SUPER	23/09/2025	SUPERANNUATION	643.06
INV DEDUCTION	23/09/2025	PAYROLL DEDUCTION	574.00
DD23110.8	23/09/2025	CARE SUPER	450.80
INV SUPER	23/09/2025	SUPERANNUATION	450.80
DD23110.9	23/09/2025	Q SUPER	857.49
INV SUPER	23/09/2025	SUPERANNUATION	649.20
INV DEDUCTION	23/09/2025	PAYROLL DEDUCTION	208.29
DD23118.1	22/09/2025	WATER CORPORATION	319.27
INV 9023533812	22/09/2025	14-18 KNOWSLEY ST, DERBY FOR 22/07/2025 TO 29/08/2025	319.27
DD23118.2	23/09/2025	WATER CORPORATION	263.72
INV 9018700655	23/09/2025	FLYNN DR, FITZROY LOT 302 RES 36824 FOR 01/09/2025 TO 31/10/2025	263.72
DD23120.1	12/09/2025	HORIZON POWER - ACCOUNT PAYMENTS	126.19
INV 107820	12/09/2025	UNIT A/84 DURACK ST, CAMBALLIN FOR 27/06/2025 TO 26/08/2025	126.19
DD23120.2	02/09/2025	HORIZON POWER - ACCOUNT PAYMENTS	2,528.02
INV 335373	02/09/2025	7 MILLARD ST, DERBY FOR 17/06/2025 TO 14/08/2025	1,756.32
INV 416399	02/09/2025	11 CORKWOOD CT, DERBY FOR 17/06/2025 TO 14/08/2025	123.46
INV 152662	02/09/2025	LOT 1326 GIBB RIVER RD, DERBY FOR 20/06/2025 TO 14/08/2025	231.80
INV 167790	02/09/2025	LOT 1326 WINDJANA RD, DERBY FOR 17/06/2025 TO 14/08/2025	416.44

DD23120.3	19/09/2025	HORIZON POWER - ACCOUNT PAYMENTS	1,067.51
INV 424950	19/09/2025	LOT 26818 WHARF RD, DERBY FOR 05/08/2025 TO 02/09/2025	222.57
INV 517343	19/09/2025	LOC 26818 WHARF RD, DERBY FOR 05/08/2025 TO 02/09/2025	61.37
INV 333902	19/09/2025	24 LOCH ST, DERBY FOR 05/08/2025 TO 02/09/2025	783.57
DD23120.4	18/09/2025	HORIZON POWER - ACCOUNT PAYMENTS	20,438.90
INV 523100	18/09/2025	CCTV AT BAOBAB WAY, DERBY FOR 01/08/2025 TO 31/08/2025	85.82
INV 220780	18/09/2025	857 STREETLIGHTS FOR 01/08/2025 TO 31/08/2025	20,353.08
DD23120.5	22/09/2025	HORIZON POWER - ACCOUNT PAYMENTS	9,687.68
INV 166519	22/09/2025	ASHLEY ST, DERBY FOR 06/08/2025 TO 03/09/2025	3,184.40
INV 172452	22/09/2025	LOT 199 FORREST RD, FX FOR 06/08/2025 TO 03/09/2025	3,287.17
INV 312249	22/09/2025	LOT 143 DERBY HIGHWAY FOR 06/08/2025 TO 03/09/2025	2,083.70
INV 321183	22/09/2025	30 CLARENDON ST, DERBY FOR 06/08/2025 TO 03/09/2025	1,132.41
DD23121.1	03/09/2025	HOUSING AUTHORITY	4,440.00
INV 03092025	03/09/2025	RENT - 7X PROPERTIES	4,440.00
DD23126.1	12/09/2025	AUSTRALIAN SUPER	2,586.95
INV COMMISSIONER JUL 2025	12/09/2025	JULY 2025 COMMISSIONER SUPERANNUATION	2,586.95
DD23126.2	16/09/2025	AUSTRALIAN SUPER	2,586.95
INV COMMISSIONER AUG 2025	16/09/2025	AUGUST 2025 COMMISSIONER SUPERANNUATION	2,586.95
DD23128.1	08/09/2025	ANZ COMMERCIAL CARD SERVICES CENTRE	5,391.59
INV ANZ LAR	08/09/2025	CREDIT CARD 14/07/2025 TO 12/08/2025	4,162.04
INV ANZ WNE	08/09/2025	CREDIT CARD 14/07/2025 TO 12/08/2025	1,629.55
INV CREDIT	08/09/2025	CREDIT CARD 14/07/2025 TO 12/08/2025	-400.00
DD23147.1	24/09/2025	TELSTRA LIMITED	13,030.16
INV 0463459000	24/09/2025	MAIN LINE BILLING - SEPTEMBER 2025	13,030.16
DD23148.1	25/09/2025	HORIZON POWER - ACCOUNT PAYMENTS	1,264.71
INV 198764	25/09/2025	LOT 128 GREAT NORTHERN HIGHWAY, FX FOR 09/08/2025 TO 08/09/2025	1,264.71
DD23148.2	26/09/2025	HORIZON POWER - ACCOUNT PAYMENTS	1,752.11
INV 163546	26/09/2025	LOT 32 AIRPORT RD, FX FOR 10/07/2025 TO 09/09/2025	738.46
INV 563395	26/09/2025	UNIT B/5 SPINIFEX CT, FX FOR 10/07/2025 TO 09/09/2025	408.62
INV 563394	26/09/2025	UNIT A/5 SPINIFEX CT, FX FOR 10/07/2025 TO 09/09/2025	394.37
INV 163224	26/09/2025	LOT 99999 FALLON RD, FX FOR 10/07/2025 TO 09/09/2025	210.66
DD23149.1	24/09/2025	HOUSING AUTHORITY	1,160.00
INV 24092025	24/09/2025	RENT - (REF 41046646)	1,160.00
DD23150.1	30/09/2025	WESTERN AUSTRALIAN TREASURY CORPORATION	41,646.73
INV LOAN	30/09/2025	LOAN 146 (49750) - STAFF HOUSING	41,646.73

DD23160.1	19/09/2025	THE SHELL COMPANY OF AUSTRALIA LIMITED	366.12
INV FUEL - AUG25	19/09/2025	SHELL FUEL - AUG 2025	366.12
DD23085.10	09/09/2025	PUBLIC SECTOR SUPERANNUATION ACCUMULATION PLAN	960.89
INV SUPER	09/09/2025	SUPERANNUATION	860.89
INV DEDUCTION	09/09/2025	PAYROLL DEDUCTION	100.00
DD23085.11	09/09/2025	REST SUPERANNUATION	5,858.60
INV SUPER	09/09/2025	SUPERANNUATION	5,030.86
INV DEDUCTION	09/09/2025	PAYROLL DEDUCTION	499.61
INV DEDUCTION	09/09/2025	PAYROLL DEDUCTION	328.13
DD23085.12	09/09/2025	HOST PLUS SUPERANNUATION FUND	3,661.88
INV DEDUCTION	09/09/2025	PAYROLL DEDUCTION	450.00
INV SUPER	09/09/2025	SUPERANNUATION	2,949.80
INV DEDUCTION	09/09/2025	PAYROLL DEDUCTION	56.94
INV DEDUCTION	09/09/2025	PAYROLL DEDUCTION	205.14
DD23085.13	09/09/2025	CFS EDGE SUPER AND PENSION	1,667.72
INV DEDUCTION	09/09/2025	PAYROLL DEDUCTION	449.00
INV SUPER	09/09/2025	SUPERANNUATION	1,218.72
DD23085.14	09/09/2025	THE EQUIPSUPER SUPERANNUATION FUND	968.80
INV DEDUCTION	09/09/2025	PAYROLL DEDUCTION	260.83
INV SUPER	09/09/2025	SUPERANNUATION	707.97
DD23085.15	09/09/2025	AUSTRALIAN SUPER	8,286.29
INV DEDUCTION	09/09/2025	PAYROLL DEDUCTION	367.45
INV SUPER	09/09/2025	SUPERANNUATION	7,140.31
INV DEDUCTION	09/09/2025	PAYROLL DEDUCTION	778.53
DD23085.16	09/09/2025	AUSTRALIAN RETIREMENT TRUST SUPER SAVINGS	2,395.12
INV DEDUCTION	09/09/2025	PAYROLL DEDUCTION	360.03
INV SUPER	09/09/2025	SUPERANNUATION	2,035.09
DD23085.17	09/09/2025	MLC SUPER NOMINEES PTY LTD	221.84
INV DEDUCTION	09/09/2025	PAYROLL DEDUCTION	221.84
DD23085.18	09/09/2025	STUDENT SUPER PROFESSIONAL SUPER	533.45
INV SUPER	09/09/2025	SUPERANNUATION	533.45
DD23085.19	09/09/2025	GUILD SUPER	531.15
INV SUPER	09/09/2025	SUPERANNUATION	531.15
DD23110.10	23/09/2025	PUBLIC SECTOR SUPERANNUATION ACCUMULATION PLAN	960.89
INV SUPER	23/09/2025	SUPERANNUATION	860.89

INV DEDUCTION	23/09/2025	PAYROLL DEDUCTION	100.00
DD23110.11	23/09/2025	REST SUPERANNUATION	5,632.78
INV SUPER	23/09/2025	SUPERANNUATION	4,817.37
INV DEDUCTION	23/09/2025	PAYROLL DEDUCTION	487.28
INV DEDUCTION	23/09/2025	PAYROLL DEDUCTION	328.13
DD23110.12	23/09/2025	HOST PLUS SUPERANNUATION FUND	3,682.35
INV DEDUCTION	23/09/2025	PAYROLL DEDUCTION	450.00
INV SUPER	23/09/2025	SUPERANNUATION	2,970.27
INV DEDUCTION	23/09/2025	PAYROLL DEDUCTION	56.94
INV DEDUCTION	23/09/2025	PAYROLL DEDUCTION	205.14
DD23110.13	23/09/2025	CFS EDGE SUPER AND PENSION	1,667.72
INV DEDUCTION	23/09/2025	PAYROLL DEDUCTION	449.00
INV SUPER	23/09/2025	SUPERANNUATION	1,218.72
DD23110.14	23/09/2025	THE EQUIPSUPER SUPERANNUATION FUND	968.80
INV DEDUCTION	23/09/2025	PAYROLL DEDUCTION	260.83
INV SUPER	23/09/2025	SUPERANNUATION	707.97
DD23110.15	23/09/2025	AUSTRALIAN SUPER	7,880.18
INV DEDUCTION	23/09/2025	PAYROLL DEDUCTION	367.45
INV SUPER	23/09/2025	SUPERANNUATION	6,818.73
INV DEDUCTION	23/09/2025	PAYROLL DEDUCTION	694.00
DD23110.16	23/09/2025	AUSTRALIAN RETIREMENT TRUST SUPER SAVINGS	2,341.06
INV DEDUCTION	23/09/2025	PAYROLL DEDUCTION	362.44
INV SUPER	23/09/2025	SUPERANNUATION	1,978.62
DD23110.17	23/09/2025	MLC SUPER NOMINEES PTY LTD	224.51
INV DEDUCTION	23/09/2025	PAYROLL DEDUCTION	224.51
DD23110.18	23/09/2025	STUDENT SUPER PROFESSIONAL SUPER	533.45
INV SUPER	23/09/2025	SUPERANNUATION	533.45
DD23110.19	23/09/2025	GUILD SUPER	531.13
INV SUPER	23/09/2025	SUPERANNUATION	531.13
PE09/09/2025	9/09/2025	NET PAY	\$262,677.24
PE23/09/2025	23/09/2025	NET PAY	\$245,924.78
		TOTAL	\$892,012.36

15 COMMUNITY SERVICES

15.1 FACILITY FEE WAIVER - INTERNATIONAL DAY OF PEOPLE WITH DISABILITY EVENT

File Number: CS/FC/2

Author: Gertrude O'Meara, Team Leader Community Development - Derby

Responsible Officer: Luke Lawrence, Director Community Planning

Authority/Discretion: Executive

SUMMARY

This report seeks Council consideration of a request from Far North to waive hire fees, totalling \$10,500, for use of the Derby Airport Function Centre to host the International Day of People with Disability event.

DISCLOSURE OF ANY INTEREST

Nil by Author and nil by Responsible Officer

BACKGROUND

The International Day of People with Disability (IDPwD) is a nationally recognised event that promotes inclusion and raises awareness of the experiences and contributions of people with disability. The event in Derby has been delivered annually through a collaborative approach involving community organisations, service providers, and local residents, with the support of the Shire.

Historically, the Shire of Derby/West Kimberley has supported the event by providing access to a suitable facility at no cost. As the airport facility was not listed in the adopted Fees and Charges schedule previously, this contribution was able to be provided at an operational level. This arrangement has enabled the community to deliver a free, inclusive event that encourages participation across all ages and abilities.

The Derby Airport Function Centre has now been added to the Shire's adopted Fees and Charges schedule for 2025/26, attracting a fee of \$3,500 per day.

The IDPwD event committee has identified the airport as the preferred venue due to its capacity and accessibility. While the event is supported by external grant funding, the facility hire fee is cost prohibitive. As such, the organisers have submitted a request to Council to consider waiving the facility hire fee.

STATUTORY ENVIRONMENT

Part 6 – Financial Management of the *Local Government Act 1995* applies to this report in that 6.12 (1) (b) grants Council the power to waive or grant concession in relation to any amount of money.

POLICY IMPLICATIONS

Policy F19 – Community Funding Scheme provides guidance as to the provision of financial and non-monetary assistance to community groups and non-for-profit organisations by the Shire.

FINANCIAL IMPLICATIONS

Far North have requested a fee waiver for a three-day hire, from 2 to 4 December 2025.

- Facility hire fee: \$3,500 per day
- Total (3 days): \$10,500

If a fee waiver is granted income of \$10,500 will not be realised.

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	2.2.4 Conduct and/or promote healthy lifestyle initiatives and living standards
2. Community	2.4 Sustainable Communities	2.4.2 Collaborate with key agencies, groups and service providers to improve community services, programs and facilities

RISK MANAGEMENT CONSIDERATIONS

RISK	LIKELIHOOD	CONSEQUENCE	RISK ANALYSIS	MITIGATION
Reputation: Negative public perception of the Shire if the fee waiver request is denied.	Possible	Moderate	Medium	Approve request for waiver of facility hire fees.

CONSULTATION

Staff have consulted with the IDPwD committee representatives to discuss event planning, venue requirements, and the financial implications of the proposed hire. These discussions have confirmed the collaborative nature of the event and the committee's limited capacity to meet the full cost of facility hire.

COMMENT

International Day of People with Disability is celebrated in Derby annually, with the Shire playing an active role in supporting the event in the last two years. This support has included the provision of facilities at no cost. This support has enabled the organising committee, made up of local service providers and community members, to host an inclusive and accessible celebration for the community.

The provision of an in-kind contribution, through the waiver of facility hire fees, represents a meaningful way for the Shire to continue its longstanding support.

This contribution is also consistent with the Shire's Disability Access and Inclusion Plan (DAIP), particularly Outcome 1, which ensures that people with disability have the same opportunities as other community members to access Shire services and events.

VOTING REQUIREMENT

Simple majority

ATTACHMENTS

1. Letter Submission for Facility Waiver - IDPwD [↓](#) 

RECOMMENDATION

That Council AGREE to waive the hire fee to the amount of \$10,500 for the use of the Airport Function Centre for the 2025 International Day of People with Disability event, noting the \$1,500 bond is applicable and will be refunded upon satisfactory completion of hire conditions.



Tamara Clarkson
Chief Executive Officer
Shire of Derby/West Kimberley
Email: sdwk@sdwk.wa.gov.au

CC: Gertrude O'Meara – Team Leader Community Development, Derby
(Gertrude.O'Meara@sdwk.wa.gov.au)

Re: Request for Venue Hire and Waiver – International Day of People with Disability 2025

Dear Ms. Clarkson,

On behalf of Far North Community Services and the local IDPwD 2025 planning committee, I am writing to formally request the use of the **Derby Airport** as the venue for this year's **International Day of People with Disability (IDPwD)** celebration, to be held on **Wednesday, 3 December 2025**.

We are also kindly seeking a waiver of the associated venue hire fees, in support of this inclusive community initiative.

Event Details:

The event is a local celebration aligned with the national IDPwD campaign, aiming to increase public awareness, understanding, and acceptance of people with disability. It also seeks to celebrate their contributions and achievements within our community.

This year's event will include:

- Community stalls (local service providers, art and craft, and disability-focused organisations)
- Inclusive entertainment (including a potential performance from Broome Pride's "Sum Ting Wong")
- Interactive and sensory spaces to support accessibility for all
- Free welcome packs for attendees (pending funding)
- Catering from local vendors and inclusive transport options to support regional access

Community Benefit:

The IDPwD event provides a platform for:

- Increasing visibility and inclusion of people with disability across the Derby region
- Encouraging local partnerships and cross-sector collaboration
- Promoting awareness and understanding through accessible and interactive activities
- Connecting individuals and families with support services and resources

ABN: 82 614 438 658

admin@farnorth.org.au



Broome

P: (08) 9193 5207
29 Napier Terrace,
PO Box 1766,
Broome, WA 6725

Derby

P: (08) 9191 2305
68 Clarendon Street
PO Box 1174,
Derby, WA 6728

Fitzroy Crossing

P: (08) 9191 2305
PO Box 355,
Fitzroy Crossing, WA 6765

Halls Creek

P: (08) 9169 3491
39 Thomas St,
PO Box 136,
Halls Creek, WA 6770

Kununurra

P: (08) 9169 3491
50 Coolibah Drive
PO Box 911,
Kununurra, WA 6743



In 2023, we hosted **17 community stalls** and had strong public attendance | 2024 – 10 stalls and with early planning and increased outreach this year, we anticipate growing the event further.

Venue Requirements:

We request use of the **Derby Airport** on **3 December 2025**, including time for setup and pack down as needed.

We are also happy to comply with any specific Shire requirements for event management, site safety, or accessibility.

We thank the Shire of Derby/West Kimberley for its continued support of inclusive community events and look forward to working together again this year. We are more than happy to work on joint partnership and promotion opportunities and include the Shire of Derby/West Kimberley as an event partner and sponsor.

Please do not hesitate to reach out if any further information or documentation is required to support this request.

Kind regards,
Julie Bonner

11 September 2025



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Kununurra, WA 6743

16 DEVELOPMENT SERVICES

Nil

17 INFRASTRUCTURE

Nil

18 URGENT BUSINESS**19 MATTERS FOR WHICH THE MEETING MAY BE CLOSED**

Nil

20 CLOSURE**20.1 Date of Next Meeting**

The next ordinary meeting of Council will be held 11:00 AM, Thursday, 27 November 2025 at the Karrayilli Adult Education Centre, Fitzroy Crossing.

20.2 Closure of Meeting