Shire of Derby / West Kimberley

UNCONFIRMED MINUTES

Ordinary Council Meeting

Thursday 22 October 2026

Date: **Thursday 22 October 2026**

Time: **5.30pm**

Location: **Council Chambers, 31 Clarendon Street, Derby**

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Nil.

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MINUTES OF SHIRE OF DERBY/WEST KIMBERLEY
ORDINARY COUNCIL MEETING
HELD AT THE COUNCIL CHAMBERS, 31 CLARENDON STREET, DERBY
ON THURSDAY 22 OCTOBER 2026 AT 5.30 PM

1 DECLARATION OF OPENING

The Presiding Member Peter McCumstie opened the meeting at 5.30pm.

2 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.

3 DISCLAIMER

This meeting was 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 consented to the possibility that their voice and/or image may be publicly recorded. Recordings are 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.

4 ATTENDANCE/APOLOGIES

PRESENT: (In Person)	*President Peter McCumstie, Deputy President Kerrissa O'Meara, Cr Lachie Carracher, Cr Adam Cornish, Cr Trish Gault, Cr Val Ross, Cr Laurie Shaw and Cr Leah Umbagai.*
PRESENT: (By Electronic Attendance)	*Nil.*
IN ATTENDANCE: (In Person)	*Tamara Clarkson (Chief Executive Officer), Wayne Neate (Director Infrastructure), Jill Brazil (Director Corporate Services), Luke Lawrence (Director Community Planning), Santana Altham (Manager Community Services), Steve Ross (Manager Project Delivery), Paris Millar (Executive Assistant), Lateisha Ozies (Executive Services Officer) and Ryan Boldison (Executive Assistant).*
IN ATTENDANCE: (By Electronic Attendance)	*Simone Klose (Governance and Risk Coordinator).*
VISITORS:	*Nil.*
GALLERY:	*2.*
APOLOGIES:	*Nil.*
APPROVED LEAVE OF ABSENCE:	*Cr Geoff Davis.*
ABSENT:	*Nil.*

5 ATTENDANCE VIA ELECTRONIC MEANS

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

Simone Klose attended the meeting via electronic means.

6 APPLICATIONS FOR LEAVE OF ABSENCE

Nil.

7 RESPONSES TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE

Nil.

8 PUBLIC TIME

8.1 Public Question Time

Nil.

8.2 Public Statements

Nil.

9 DISCLOSURE OF INTERESTS

9.1 Declaration of Financial Interests

Nil.

9.2 Declaration of Proximity Interests

Nil.

9.3 Declaration of Impartiality Interests

Nil.

10 PETITIONS, DEPUTATIONS, PRESENTATIONS AND SUBMISSIONS

Nil.

11 CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS

RESOLUTION 114/26

Moved: Cr Val Ross
Seconded: Cr Laurie Shaw

That Council CONFIRM the Minutes of the Ordinary Council Meeting held 24 September 2026 at the Karrayili Adult Education Centre, Fitzroy Crossing.

In Favour: *Peter McCumstie, Kerrissa O'Meara, Lachie Carracher, Adam Cornish, Trish Gault, Val Ross, Laurie Shaw and Leah Umbagai.*

Against: *Nil.*

CARRIED 8/0

12 ANNOUNCEMENTS BY PRESIDING PERSON WITHOUT DISCUSSION

Acting Chief Executive Officer Luke Lawrence and I met with Senator Glenn Sterle on the 28 September 2026 at his request while he was visiting Derby. We discussed several issues with the Senator including timing of funding for new waste facilities and progress of Pindan Beef Company's upgrade to the beef processing facility in Derby. In regards to the funding for the waste facility the Senator has recently corresponded with the Hon Kristy McBain MP, Minister for Emergency Management, to outline our concerns and request some leeway in the time frames for expenditure of the funding – for which we are most grateful. Luke outlined progress of planning issues with the Senator in relation to Pindan Beef Company. In addition to our meeting with the Senator, I requested time with local business owner Mr Brett Perkins to attend and speak to the Senator and outline his concerns in relation to proposed changes to the skilled and unskilled immigration legislation and how those changes were expected to impact his and other local business' ability to maintain a steady workforce. This was also part of our discussion regarding Pindan Beef Company's ability to open although that situation appears to have been resolved.

The Acting Chief Executive Officer and I attended the Kimberley Regional Group (KRG) meeting on Friday 9 October 2026 and the minutes of this meeting have been circulated to Council. Councillors will note that the group is planning to travel to Perth for a range of meetings with Ministers on 18 and 19 November and the next KRG meeting on 20 November 2026. The Chief Executive Officer and I will attend these meetings. There is also a visit to Canberra for meetings with Ministers/Senators later in November with appointments yet to be confirmed. The Chief Executive Officer and I have agreed that there is no need for us to attend this as the KRG prospectus and position papers will serve to represent us as with the other councils from the Kimberley.

On Tuesday 20 October 2026, I attended a Kimberley Development Commission (KDC) sundowner at the Fitzroy River Lodge at the invitation of the Chairperson, Hon Tom Stephens OAM and Chief Executive Officer, Glen Chidlow. Newly appointed member of the Board, Rene Dingo and other members were also in attendance along with a number of community representatives from Fitzroy Crossing. This was a chance to catch up with everyone and I also took the opportunity to discuss with Glen, a process for expanding on the KDC presence in Derby and Fitzroy Crossing by the attendance of Glen or senior staff at a set number of our Council Meetings starting in 2027.

Councillors will have received an email invite to meet with Senator Sue Lines and Minister Tanya Plibersek on the 8 October 2026 which subsequently cancelled due to timing constraints.

President Peter McCumstie

13 RECOMMENDATIONS AND REPORTS OF COMMITTEES

Nil.

REPORTS

14 EXECUTIVE SERVICES

14.1 2027 COUNCIL MEETING DATES

File Number: **4150**

Author: **Tamara Clarkson, Chief Executive Officer**

Responsible Officer: **Tamara Clarkson, Chief Executive Officer**

Authority/Discretion: **Administrative**

SUMMARY

This report seeks Council's consideration of the 2027 Ordinary Council Meeting and Audit, Risk and Improvement Committee meeting schedule.

Following the adoption of the resolution at the Ordinary Council Meeting held on 24 September 2026 (Resolution 107/26), an administrative error was identified in the meeting dates contained within the resolution. While the minutes accurately reflect the resolution passed by Council, two dates adopted were not those intended to be presented for Council's consideration.

DISCLOSURE OF ANY INTEREST

Nil by Author and Nil by Responsible Officer.

BACKGROUND

At its Ordinary Council Meeting held on 24 September 2026, Council considered a report relating to the adoption of the 2027 Ordinary Council Meeting and Audit, Risk and Improvement Committee meeting schedule.

Following the meeting, it was identified that an administrative error occurred in the meeting dates included within the motion that was presented to Council and subsequently adopted. The minutes of the meeting accurately record the resolution as passed by Council; however, the dates adopted by resolution require correction to ensure Council's approved meeting schedule reflects the intended 2027 calendar.

STATUTORY ENVIRONMENT

Section 5.22 of the *Local Government Act 1995* requires the minutes of a Council meeting to be submitted to the next ordinary meeting for confirmation. The purpose of confirmation is to verify the accuracy of the record of proceedings.

Regulation 10 of the *Local Government (Administration) Regulations 1996* provides the process for revoking or changing a decision of Council. Where Council seeks to revoke or substantially amend a previous decision, the replacement decision must be made by Absolute Majority.

Regulation 12 of the *Local Government (Administration) Regulations 1996* requires a local government to publicly advertise the dates, times and places of ordinary meetings.

Regulation 14D of the *Local Government (Administration) Regulations 1996* provides that Council may determine that up to 50 per cent of ordinary Council meetings are held by electronic means.

POLICY IMPLICATIONS

Nil.

FINANCIAL IMPLICATIONS

Nil.

STRATEGIC IMPLICATIONS

OUTCOME	OBJECTIVE	WE WILL
10. Effective governance and partnerships	10.1 Maintain a high standard of leadership, advocacy, governance and asset management	1.2.1 Provide strong civic leadership
10. Effective governance and partnerships	10.1 Maintain a high standard of leadership, advocacy, governance and asset management	1.2.2 Provide strong governance

RISK MANAGEMENT CONSIDERATIONS

RISK	LIKELIHOOD	CONSEQUENCE	RISK ANALYSIS	MITIGATION
Organisation's Operations: Council Meeting dates must be provided by public notice following adoption. Incorrect dates may result in confusion and reduce public access to decisions of Council.	Possible	Moderate	Medium	Adopt the corrected meeting schedule by Absolute Majority, with the approved dates subsequently advertised in accordance with statutory requirements.

CONSULTATION

Nil.

Public Notice will be provided following Council's decision and adoption of the corrected meeting schedule.

COMMENT

Following Council's decision, the approved meeting schedule will be publicly advertised in accordance with legislative requirements.

VOTING REQUIREMENT

Absolute majority

ATTACHMENTS

Nil

RESOLUTION 115/26

Moved: Deputy President Kerrissa O'Meara
Seconded: Cr Trish Gault

That Council by ABSOLUTE MAJORITY

1. **NOTES an administrative error in the 2027 Ordinary Council Meeting and Audit, Risk and Improvement Committee meeting schedule previously adopted by Council;**
2. **APPROVES the following amended Ordinary Council Meeting (OCM) and Audit, Risk and Improvement Committee (ARIC) dates, times and venues for the 2027 calendar year:**

DAY	MEETING	DATE	TIME	VENUE
Thursday	ARIC	18 February	4.30pm	Council Chambers, Derby
Thursday	OCM	25 February	5.30pm	Council Chambers, Derby
Thursday	OCM	25 March	11.00am	Karrayili, Fitzroy Crossing
Thursday	OCM	22 April	5.30pm	Council Chambers, Derby
Thursday	ARIC	20 May	4.30pm	Council Chambers, Derby
Thursday	OCM	27 May	11.00am	Karrayili, Fitzroy Crossing
Thursday	OCM	24 June	5.30pm	Council Chambers, Derby
Thursday	OCM	22 July	5.30pm	Council Chambers, Derby
Thursday	ARIC	19 August	4.30pm	Council Chambers, Derby
Thursday	OCM	26 August	11.00am	Remote Aboriginal Community*
Thursday	OCM	23 September	11.00am	Karrayili, Fitzroy Crossing
Thursday	OCM	28 October	5.30pm	Council Chambers, Derby
Thursday	ARIC	18 November	4.30pm	Council Chambers, Derby
Thursday	OCM	25 November	11.00am	Karrayili, Fitzroy Crossing
Thursday	OCM	9 December	5.30pm	Council Chambers, Derby

***location to be advised**

3. **APPROVES up to 50% of the 2027 Council Meetings be allocated electronic meetings; and**
4. **DIRECTS the Chief Executive Officer to publish the correct dates in accordance with regulation 12 of the *Local Government (Administration) Regulations 1996.***

In Favour: *Peter McCumstie, Kerrissa O'Meara, Lachie Carracher, Adam Cornish, Trish Gault, Val Ross, Laurie Shaw and Leah Umbagai.*

Against: *Nil.*

CARRIED 8/0 BY ABSOLUTE MAJORITY

15 CORPORATE SERVICES

15.1 COUNCIL POLICY REVIEW - INVESTMENTS

File Number: **4160**

Author: **Jill Brazil, Director Corporate Services**

Responsible Officer: **Tamara Clarkson, Chief Executive Officer**

Authority/Discretion: **Legislative**

SUMMARY

Following a review of all Council Polices in November 2025, the Investments Policy has been further updated and is presented to Council for endorsement.

DISCLOSURE OF ANY INTEREST

Nil by Author and Nil by Responsible Officer.

BACKGROUND

A comprehensive review of all Council policies was completed (Ordinary Council Meeting 27 November 2025, Resolution 44/25, 45/25 and 46/25), including evaluation assessment and recommendations provided by an independent external advisor, under a guiding principle of ensuring that all policies meet relevant statutory requirements and remain fit for purpose. Policies were also compared to relevant independent advice and templates provided by WALGA and the Department of Local Government.

The current Investments Policy, specifically the complexities of the Portfolio Credit Framework, Counter Party Framework and Term to Maturity requirements, are creating constraints which may impact interest revenue. The current policy is more suited to local governments with larger investment portfolios. Surplus funds are invested in Term Deposits in order to yield higher interest revenue.

The changes proposed reduce authorised investment terms from three years to 12 months to ensure readily available cash, and reduces the complexities of the percentage split of funds between Australian Authorised Deposit Institutions (ADI's) credit ratings.

STATUTORY ENVIRONMENT

Local Government Act 1995, s.2.7 (2) (b) - Council's governing role includes the following — (b) determining the local government's policies.

Regulation 19 of the Local Government (Financial Management) Regulations 1996: Governs the specific management, control, and tracking requirements of institutional investments.

POLICY IMPLICATIONS

As set out in this report.

FINANCIAL IMPLICATIONS

Nil.

STRATEGIC IMPLICATIONS

OUTCOME	OBJECTIVE	WE WILL
10. Effective governance and partnerships	10.1 Maintain a high standard of leadership, advocacy, governance and asset management	1.2.2 Provide strong governance

RISK MANAGEMENT CONSIDERATIONS

RISK	LIKELIHOOD	CONSEQUENCE	RISK ANALYSIS	MITIGATION
Legal & Compliance: The Council policies are not reviewed to ensure they remain current and compliant with legislation.	Unlikely	Moderate	Medium	Ensure Council Members understand the local government's compliance requirements.
Financial: The Council policy permits up to 100% of invested funds to be placed with a single financial institution.	Unlikely	Major	Low	Only ADI's with the highest standard and good credit rating are permitted to hold 100% of the invested funds. These include the Big 4 Bank (ANZ, Westpac, National Australia Bank and Commonwealth).

CONSULTATION

Internal.

COMMENT

To maintain relevance, policies are reviewed regularly. The Shire completed a comprehensive review of all of its policies to ensure they are fit for purpose, considered emerging requirements resulting from the *Local Government Act 1995* review and was guided by best practice.

Following this review, the attached policy required further amendments before being provided to Council for consideration.

The following comments are provided as a guide to the policy:

Investments Policy	This policy sets principles to guide the investment of the Shire's surplus funds, with consideration of risk at the most favourable rate of interest available to it at the time, for that investment type, while ensuring that its liquidity requirements are met and administrative costs are not excessive. This policy has been revised as required through amendments to the *Local Government Act 1995.* Key changes to the Investment Policy include: • Changing of fixed term investments from three years to 12 months. • Insertion of S&P's Short-Term Credit rating explanation. • Changes in "percentage of portfolio to any particular rating category". • Changes percentage in "Counter Party Framework". • Change in "Terms to Maturity".

VOTING REQUIREMENT

Absolute majority

ATTACHMENTS

1. **Investment Policy - with mark up**
2. **Investment Policy - without mark up**

RESOLUTION 116/26

Moved: Cr Adam Cornish
Seconded: Cr Val Ross

That Council by ABSOLUTE MAJORITY:

1. **ADOPTS the Investments Policy; and**
2. **AUTHORISES the Chief Executive Officer to make any relevant amendments, formatting or other minor wording changes to the policy.**

In Favour: *Peter McCumstie, Kerrissa O'Meara, Lachie Carracher, Adam Cornish, Trish Gault, Val Ross, Laurie Shaw and Leah Umbagai.*

Against: *Nil.*

CARRIED 8/0 BY ABSOLUTE MAJORITY

Shire of Derby / West Kimberley

INVESTMENTS POLICY

1. POLICY OBJECTIVE

To undertake the authorised investment of the Shire's surplus funds, with consideration of risk at the most favourable rate of interest available to it at the time, for that investment type, while ensuring that its liquidity requirements are met and administrative costs are not excessive.

2. POLICY DEFINITIONS

"Australian Authorised Deposit Institution (ADI)" means the same as that defined in Regulation 19C (1) of *the Local Government (Financial Management) Regulations 1996* as amended.

"Counterparty" means the other party that participates in a financial transaction.

"Credit Rating" means an estimate of overall ability and willingness of an entity or person to fulfil financial obligations in full and on time, based on previous financial dealings. Ratings are opinions issued by credit rating agencies.

"Short Term" in relation to investments means it matures in 12 months or less.

"Long Term" in relation to investments means it matures in excess of 12 months.

3. POLICY STATEMENT

While exercising the power to invest, consideration needs to be given to preservation of capital, liquidity, and the return on investment.

Preservation of capital is the principal objective of the investment portfolio. Investing activities are to be performed in a manner that seeks to ensure the security and safeguarding of the investment portfolio. This includes managing credit and interest rate risk within specified limits and parameters.

The investment portfolio will ensure there is sufficient liquidity to meet all reasonably anticipated cash flow requirements, as and when they fall due, without incurring significant costs due to unanticipated realisation of an investment.

The investment portfolio is expected to achieve a predetermined market average rate of return that considers legislative investment limitations and the Council's risk tolerance. Any additional return target set by Council will also consider the risk limitation, liquidity requirements and prudent investment principles.

4. AUTHORITY FOR INVESTMENT

All investments are to be made in accordance with:

a) *Local Government Act* 1995 – Section 6.14;
b) *Trustees Act 1962*, Part III – Investments;
c) *Local Government (Financial Management) Regulations 1996* – Regulations 19 and 19C; and
d) *Australian Accounting Standards*.

Shire of Derby / West Kimberley

5. DELEGATIONS OF AUTHORITY

Authority is delegated to the Chief Executive Officer (CEO) to implement this policy. The CEO may in turn delegate the day-to-day management of the Shire's investments in accordance with the provisions of the *Local Government Act 1995.*

Investments will be managed with the care, diligence and skill that a prudent person would exercise. Officers delegated with authority to manage investments are to safeguard the portfolios in accordance with the substance of this policy, and not for speculative or any other purposes.

6. AUTHORISED INVESTMENTS

Without Direct approvals from Council, investments are limited to:

a) Bank Accepted/Endorsed Bank Bills;
b) Bank Negotiable Certificates of Deposit;
c) Bank Interest Bearing Term Deposits; and
d) State/Commonwealth Government Bonds.

7. PROHIBITED INVESTMENTS

The investment policy strictly prohibits any investment carried out for speculative purposes including:

a) Derivative or derivative based instruments and or structured products;
b) Principal only investments or securities that provide potentially nil or negative cash flow;
c) Stand-alone securities issued that have underlying futures, options, forwards contracts and swaps of any kind; and
d) Any form of investment that risks the loss of the initial capital outlay in anticipation of significant gain that may arise from expected changes in future economic conditions.

This policy also prohibits the use of leveraging (borrowing to invest) of an investment.

This policy also requires that the Shire may not do any of the following when investing money, as per Regulation 19C of the *Local Government (Financial Management) Regulations 1996*:

a) Deposit with an institution except an authorised institution;
b) Deposit for a fixed term of more than 12 months.;
c) Invest in bonds that are not guaranteed by the Commonwealth Government or a State or Territory Government;
d) Invest in bonds with a term to maturity of more than 12 months; and
e) Invest in a foreign currency.

8. RISK MANAGEMENT GUIDELINES

Any investments that are entered into by the Council should comply with the following five key criteria:

1. Portfolio Credit Framework – Limit overall credit exposure of the portfolio;
2. Counterparty Credit Framework – Limit exposure to individual counterparties/ institutions;
3. Term to Maturity Framework – Limits based upon maturity of securities;
4. Market Risk; and
5. Fraud.

Shire of Derby / West Kimberley

Portfolio Credit Framework

As at September 2026, the following Australian Authorised Deposit taking Institutions (ADI's) were allocated the following Standard and Poor's Corporation (S&P) Credit ratings:

S&P Short Term Rating (6 months to 2 years)	Institution
A 1+ (highest possible rating for short-term, exceptionally strong capacity to meet short-term obligations)	ANZ Banking Corporation, Commonwealth Bank Of Australia, Westpac Bank National Australia Bank
A 1 (strong (but not extremely strong) capacity to meet short-term commitments)	HSBC Bank Australia, ING Bank (Australia)
A 2 (satisfactory capacity to meet its short-term financial commitments)	Bendigo and Adelaid Bank, Bank of Queensland, Macquarie Group

To control the credit quality on the entire portfolio, the following credit framework limits the percentage of the portfolio exposed to any particular credit rating category.

S&P Short Term Rating (6 months to 2 years)	Direct Investment Maximum %	Managed Funds Maximum %
A 1+	100%	100%
A 1	80%	80%
A 2	20%	20%

Counterparty Credit Framework

Exposure to an individual counterparty/institution will be restricted by its credit rating so that any single entity exposure is limited.

S&P Short Term Rating (6 months to 2 years)	Direct Investment Maximum %	Managed Funds Maximum %
A 1+	100%	50%
A 1	40%	45%
A 2	10%	10%

Due to timing of investments, percentage ADI allocations as per the Portfolio Credit Framework percentages and Counterparty Credit Framework may occur at next possible investment or maturity.

Shire of Derby / West Kimberley

Term to Maturity
The investment portfolio is to be invested within the following maturity constraints.

Overall Portfolio Return to Maturity	S&P Short Term Rating	Direct Investment Maximum %
Up to 12 months	A1+, A1	100%
Up to 12 months	A2	20%

The Term to Maturity impacts investment products exposure in two ways:

a) Maturity Risk - Identifies the impact of maturity on the valuation of the investment. The longer the term to maturity the greater the length of exposure.
b) Liquidity Risk - A low liquidity risk for a product will arise if there is a high market depth for a product. The product has to be easily converted to cash in a market environment without too much additional cost to the Council.

Market Risk
All investment products should be scrutinised to ensure there is no significant exposure to the Shire from movements in interest rates, currency and other prices.

Fraud
Two authorised signatories are required to authorise any investment transaction.

9. INVESTMENT ADVISOR
Any investment advisor used by a local government must be approved by Council and licensed by the Australian Securities and Investment Commission. The advisor must be an independent person who has no actual, potential or perceived conflict of interest in relation to investment products recommended.

10. REPORTING
A monthly information report should be provided to Council detailing the investment portfolio in terms of performance and counterparty percentage exposure of total portfolio.

11. For audit purposes, certificates must be obtained from the banks/fund managers confirming the amounts of investment held on Council's behalf at 30 June each year.

12. QUOTATIONS
At least two quotes must be obtained for investment products that adhere to this investment policy. These quotations will contain enough information to ensure it complies with this investment policy. The best quotation will be accepted after allowing for banking, administrative and transactional costs as well as limitations set for each borrower.

13. VARIATION TO POLICY
The CEO or their delegated representative be authorised to approve variations to this policy if the investment is to the Shire's advantage and financially prudent, and/or due to revised legislation**.**

Shire of Derby / West Kimberley

Policy Details			
Original Adoption date:	31 May 2001	**Review Frequency:**	2 years
		Next Review Due:	November 2027
Policy Implementing Officer or Team:	Manager Corporate Services	**Policy Reviewer:**	Director Corporate Services
Legislative Head of Power (Act, Regulation, or Local Law):	*Local Government Act 1995 s.6.14 Power to invest* *The Trustees Act 1962 Part III - Investments* *Local Government (Financial Management) Regulations 1996 r.19 Investments, control procedures for, and r.19C Investment of money, restrictions on (Act s6.14(2)(a))*		
Related Documents (other Policies, Operational Procedures, Delegations, etc.):	Delegation 1.1.23 Power to Invest and Management Investments Delegation 1.2.10 Financial Management Systems and Procedures		

Version Control Council Meeting Review Details:		
Review #:	**Council Meeting Date:**	**Item/Resolution#:**
1.	15 December 2016	Item 11.2 Res. 145/2016
2.	24 June 2021	Item 11.2 Res. 57/21
3.	24 February 2022	Item 11.5 Res. 07/22
4.	30 March 2023	Item 10.1 Res. 15/23
5.	19 January 2024	The Director Strategic Business utilised AUTHO33 Local Government Act 1995 s.5.45 Other matters relevant to delegations under this Division (Acting Through on behalf of the Chief Executive Officer), to make minor changes using delegation 1.1.34 Minor Amendments to Policies and Delegations. Synergy Record No. N21078
6.	29 February 2024	Item 12.3 Res. 09/24
7.	27 November 2025	Item 14.1 Res. 46/25
8.	22 October 2026	

Shire of Derby / West Kimberley

INVESTMENTS POLICY

1. POLICY OBJECTIVE

To undertake the authorised investment of the Shire's surplus funds, with consideration of risk at the most favourable rate of interest available to it at the time, for that investment type, while ensuring that its liquidity requirements are met and administrative costs are not excessive.

2. POLICY DEFINITIONS

"Australian Authorised Deposit Institution (ADI)" means the same as that defined in Regulation 19C (1) of *the Local Government (Financial Management) Regulations 1996* as amended.

"Counterparty" means the other party that participates in a financial transaction.

"Credit Rating" means an estimate of overall ability and willingness of an entity or person to fulfil financial obligations in full and on time, based on previous financial dealings. Ratings are opinions issued by credit rating agencies.

"Short Term" in relation to investments means it matures in 12 months or less.

"Long Term" in relation to investments means it matures in excess of 12 months.

3. POLICY STATEMENT

While exercising the power to invest, consideration needs to be given to preservation of capital, liquidity, and the return on investment.

Preservation of capital is the principal objective of the investment portfolio. Investing activities are to be performed in a manner that seeks to ensure the security and safeguarding of the investment portfolio. This includes managing credit and interest rate risk within specified limits and parameters.

The investment portfolio will ensure there is sufficient liquidity to meet all reasonably anticipated cash flow requirements, as and when they fall due, without incurring significant costs due to unanticipated realisation of an investment.

The investment portfolio is expected to achieve a predetermined market average rate of return that considers legislative investment limitations and the Council's risk tolerance. Any additional return target set by Council will also consider the risk limitation, liquidity requirements and prudent investment principles.

4. AUTHORITY FOR INVESTMENT

All investments are to be made in accordance with:

a) *Local Government Act* 1995 – Section 6.14;
b) *Trustees Act 1962*, Part III – Investments;
c) *Local Government (Financial Management) Regulations 1996* – Regulations 19 and 19C; and
d) *Australian Accounting Standards*.

Shire of Derby / West Kimberley

5. DELEGATIONS OF AUTHORITY

Authority is delegated to the Chief Executive Officer (CEO) to implement this policy. The CEO may in turn delegate the day-to-day management of the Shire's investments in accordance with the provisions of the *Local Government Act 1995.*

Investments will be managed with the care, diligence and skill that a prudent person would exercise. Officers delegated with authority to manage investments are to safeguard the portfolios in accordance with the substance of this policy, and not for speculative or any other purposes.

6. AUTHORISED INVESTMENTS

Without Direct approvals from Council, investments are limited to:

a) Bank Accepted/Endorsed Bank Bills;
b) Bank Negotiable Certificates of Deposit;
c) Bank Interest Bearing Term Deposits; and
d) State/Commonwealth Government Bonds.

7. PROHIBITED INVESTMENTS

The investment policy strictly prohibits any investment carried out for speculative purposes including:

a) Derivative or derivative based instruments and or structured products;
b) Principal only investments or securities that provide potentially nil or negative cash flow;
c) Stand-alone securities issued that have underlying futures, options, forwards contracts and swaps of any kind; and
d) Any form of investment that risks the loss of the initial capital outlay in anticipation of significant gain that may arise from expected changes in future economic conditions.

This policy also prohibits the use of leveraging (borrowing to invest) of an investment.

This policy also requires that the Shire may not do any of the following when investing money, as per Regulation 19C of the *Local Government (Financial Management) Regulations 1996*:

a) Deposit with an institution except an authorised institution;
b) Deposit for a fixed term of more than 12 months.;
c) Invest in bonds that are not guaranteed by the Commonwealth Government or a State or Territory Government;
d) Invest in bonds with a term to maturity of more than 12 months; and
e) Invest in a foreign currency.

8. RISK MANAGEMENT GUIDELINES

Any investments that are entered into by the Council should comply with the following five key criteria:

1. Portfolio Credit Framework – Limit overall credit exposure of the portfolio;
2. Counterparty Credit Framework – Limit exposure to individual counterparties/ institutions;
3. Term to Maturity Framework – Limits based upon maturity of securities;
4. Market Risk; and
5. Fraud.

Shire of Derby / West Kimberley

Portfolio Credit Framework

As at September 2026, the following Australian Authorised Deposit taking Institutions (ADI's) were allocated the following Standard and Poor's Corporation (S&P) Credit ratings:

S&P Short Term Rating (6 months to 2 years)	Institution
A 1+ (highest possible rating for short-term, exceptionally strong capacity to meet short-term obligations)	ANZ Banking Corporation, Commonwealth Bank Of Australia, Westpac Bank National Australia Bank
A 1 (strong (but not extremely strong) capacity to meet short-term commitments)	HSBC Bank Australia, ING Bank (Australia)
A 2 (satisfactory capacity to meet its short-term financial commitments)	Bendigo and Adelaid Bank, Bank of Queensland, Macquarie Group

To control the credit quality on the entire portfolio, the following credit framework limits the percentage of the portfolio exposed to any particular credit rating category.

S&P Short Term Rating (6 months to 2 years)	Direct Investment Maximum %	Managed Funds Maximum %
A 1+	100%	100%
A 1	80%	80%
A 2	20%	20%

Counterparty Credit Framework

Exposure to an individual counterparty/institution will be restricted by its credit rating so that any single entity exposure is limited.

S&P Short Term Rating (6 months to 2 years)	Direct Investment Maximum %	Managed Funds Maximum %
A 1+	100%	50%
A 1	40%	45%
A 2	10%	10%

Due to timing of investments, percentage ADI allocations as per the Portfolio Credit Framework percentages and Counterparty Credit Framework may occur at next possible investment or maturity.

Shire of Derby / West Kimberley

Term to Maturity
The investment portfolio is to be invested within the following maturity constraints.

Overall Portfolio Return to Maturity	S&P Short Term Rating	Direct Investment Maximum %
Up to 12 months	A1+, A1	100%
Up to 12 months	A2	20%

The Term to Maturity impacts investment products exposure in two ways:

a) Maturity Risk - Identifies the impact of maturity on the valuation of the investment. The longer the term to maturity the greater the length of exposure.
b) Liquidity Risk - A low liquidity risk for a product will arise if there is a high market depth for a product. The product has to be easily converted to cash in a market environment without too much additional cost to the Council.

Market Risk
All investment products should be scrutinised to ensure there is no significant exposure to the Shire from movements in interest rates, currency and other prices.

Fraud
Two authorised signatories are required to authorise any investment transaction.

9. INVESTMENT ADVISOR
Any investment advisor used by a local government must be approved by Council and licensed by the Australian Securities and Investment Commission. The advisor must be an independent person who has no actual, potential or perceived conflict of interest in relation to investment products recommended.

10. REPORTING
A monthly information report should be provided to Council detailing the investment portfolio in terms of performance and counterparty percentage exposure of total portfolio.

11. For audit purposes, certificates must be obtained from the banks/fund managers confirming the amounts of investment held on Council's behalf at 30 June each year.

12. QUOTATIONS
At least two quotes must be obtained for investment products that adhere to this investment policy. These quotations will contain enough information to ensure it complies with this investment policy. The best quotation will be accepted after allowing for banking, administrative and transactional costs as well as limitations set for each borrower.

13. VARIATION TO POLICY
The CEO or their delegated representative be authorised to approve variations to this policy if the investment is to the Shire's advantage and financially prudent, and/or due to revised legislation**.**

Shire of Derby / West Kimberley

Policy Details			
Original Adoption date:	31 May 2001	**Review Frequency:**	2 years
		Next Review Due:	November 2027
Policy Implementing Officer or Team:	Manager Corporate Services	**Policy Reviewer:**	Director Corporate Services
Legislative Head of Power (Act, Regulation, or Local Law):	*Local Government Act 1995 s.6.14 Power to invest* *The Trustees Act 1962 Part III - Investments* *Local Government (Financial Management) Regulations 1996 r.19 Investments, control procedures for, and r.19C Investment of money, restrictions on (Act s6.14(2)(a))*		
Related Documents (other Policies, Operational Procedures, Delegations, etc.):	Delegation 1.1.23 Power to Invest and Management Investments Delegation 1.2.10 Financial Management Systems and Procedures		

Version Control Council Meeting Review Details:		
Review #:	**Council Meeting Date:**	**Item/Resolution#:**
1.	15 December 2016	Item 11.2 Res. 145/2016
2.	24 June 2021	Item 11.2 Res. 57/21
3.	24 February 2022	Item 11.5 Res. 07/22
4.	30 March 2023	Item 10.1 Res. 15/23
5.	19 January 2024	The Director Strategic Business utilised AUTHO33 Local Government Act 1995 s.5.45 Other matters relevant to delegations under this Division (Acting Through on behalf of the Chief Executive Officer), to make minor changes using delegation 1.1.34 Minor Amendments to Policies and Delegations. Synergy Record No. N21078
6.	29 February 2024	Item 12.3 Res. 09/24
7.	27 November 2025	Item 14.1 Res. 46/25
8.	22 October 2026	

15.2 STATEMENT OF FINANCIAL ACTIVITY AUGUST 2026 AND SEPTEMBER 2026

File Number: **5179**

Author: **Jill Brazil, Director Corporate Services**

Responsible Officer: **Tamara Clarkson, Chief Executive Officer**

Authority/Discretion: **Legislative**

SUMMARY

This report provides a summary of Council's financial position for the periods ending 31 August and 30 September 2026.

DISCLOSURE OF ANY INTEREST

Nil by Author and Nil by 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

Significant Accounting Policy

Sundry Debtors Collection Policy

Outstanding Rates Collection Policy

Investments Policy

FINANCIAL IMPLICATIONS

Expenditure for the period ending has been incurred in accordance with the Annual Budget 2026/27 as adopted by Council at its meeting held 25 June 2026 (Resolution 74/26). The budget is structured on financial viability and sustainability principles.

STRATEGIC IMPLICATIONS

OUTCOME	OBJECTIVE	WE WILL
10. Effective governance and partnerships	10.1 Maintain a high standard of leadership, advocacy, governance and asset management	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 reports are addressed in the following table.

Topic - Item	Explanation	Action Required	Shire Comment
Sundry debtors	Although we acknowledge a provision for impairment of $213,230 the sundry debtors aged trial balance includes totalling $272,0429 outstanding for over 90 days with some more than 600 days old. Credit balances total $2,095.	We recommend reviewing overdue debtors collection procedures to ensure debtors outstanding for over 30 days are subject to regular review and reminder notices are issued to improve the collection rate. We recommend debtors with credit balances be investigated and remedied.	The Shire continues to work on reducing outstanding debtors.
Depreciation	Depreciation for the financial year has not been processed.	When the 2025-26 Annual Financial Report has been finalised depreciation will be processed.	Depreciation will be processed once the Annual report has been finalised.
Opening surplus	At the time of preparing the attached Statement of Financial Activity, the Annual Financial Report has not been finalised, therefore the opening surplus may change from the current $10,794,852 due to year end audit adjustments.	None required.	Final audit adjustments are ongoing.

VOTING REQUIREMENT

Simple majority

ATTACHMENTS

1. **Statement of Financial Activity - August 2026**
2. **Statement of Financial Activity - September 2026**

RESOLUTION 117/26

Moved: Cr Val Ross
Seconded: Cr Adam Cornish

That Council RECEIVES the Monthly Financial Management Report incorporating the Statement of Financial Activity for the periods ending:

1. **31 August 2026; and**
2. **30 September 2026.**

In Favour: *Peter McCumstie, Kerrissa O'Meara, Lachie Carracher, Adam Cornish, Trish Gault, Val Ross, Laurie Shaw and Leah Umbagai.*

Against: *Nil.*

CARRIED 8/0

MOORE

Moore Australia

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14 October 2026

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

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 2026, 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 2026 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.

Russell Barnes
Associate 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 2026

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

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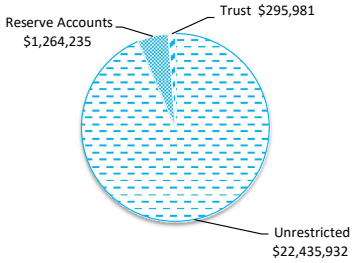
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SHIRE OF DERBY-WEST KIMBERLEY
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 SEPTEMBER 2026

3 CASH AND CASH EQUIVALENTS

Description	Classification	Unrestricted	Reserve Accounts	Total	Trust	Institution	Interest Rate	Maturity Date
		$	$	$	$			
Cash On Hand	Cash and cash equivalents	680	0	680	0	Cash on hand	Nil	Nil
Municipal Bank Account	Cash and cash equivalents	6,784,152	0	6,784,152	0	ANZ	Variable	Nil
CBA Bank Acc - Fitzroy Deposits	Cash and cash equivalents	175,333	0	175,333	0	CBA	Variable	Nil
Municipal Investment Account	Cash and cash equivalents	6,475,767	0	6,475,767	0	ANZ	Variable	Nil
Trust Cash at Bank	Financial assets at amortised cost	0	0	0	295,981	ANZ	5.45%	Jan-2027
Term Deposit Investment	Cash and cash equivalents	3,000,000	0	3,000,000	0	ANZ	4.98%	Nov-2026
Reserve Bank Account	Financial assets at amortised cost	0	1,264,235	1,264,235	0	ANZ	5.15%	Jan-2027
Term Deposit Investment	Financial assets at amortised cost	6,000,000	0	6,000,000	0	ANZ	5.15%	Jan-2027
Total		**22,435,932**	**1,264,235**	**23,700,167**	**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.



SHIRE OF DERBY-WEST KIMBERLEY
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 SEPTEMBER 2026

4 RESERVE ACCOUNTS

	Budget				Actual			
Reserve account name	Opening Balance	Transfers In (+)	Transfers Out (-)	Closing Balance	Opening Balance	Transfers In (+)	Transfers Out (-)	Closing Balance
	$	$	$	$	$	$	$	$
Reserve accounts restricted by Council								
Airport reserve	0	0	0	0	28,456	115	0	28,57
Staff Housing reserve	159,965	0	0	159,965	159,965	650	0	160,61
Employee Entitlement reserve	402,441	0	0	402,441	402,441	1,632	0	404,07
Shire Building reserve	314,511	0	0	314,511	314,511	1,275	0	315,78
Derby Wharf Surrounds reserve	3,721	0	0	3,721	3,721	15	0	3,73
Strategic Planning reserve	331,719	0	(283,327)	48,392	303,262	1,231	0	304,49
Fitzroy Crossing Building reserve	46,771	0	0	46,771	46,771	190	0	46,96
Emergency Works reserve	0	60,098	0	60,098	0	0	0	
Office Equipment reserve	0	30,000	0	30,000	0	0	0	
	1,259,128	**90,098**	**(283,327)**	**1,065,899**	**1,259,127**	**5,108**	**0**	**1,264,23**

SHIRE OF DERBY-WEST KIMBERLEY
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 SEPTEMBER 2026

5 CAPITAL ACQUISITIONS

Capital acquisitions	Amended Budget	YTD Budget	YTD Actual	YTD Variance
	$	$	$	$
Buildings	12,057,000	3,014,252	373,775	(2,640,477
Plant & Equipment	204,632	51,173	122,500	71,32
Acquisition of property, plant and equipment	**12,261,632**	**3,065,425**	**496,275**	**(2,569,150**
Infrastructure Roads	8,115,067	1,109,709	45,470	(1,064,239
Infrastructure Drainage	227,000	56,750	0	(56,750
Infrastructure Other	1,922,058	572,058	639,233	67,17
Acquisition of infrastructure	**10,264,125**	**1,738,517**	**684,703**	**(1,053,814**
Total capital acquisitions	**22,525,757**	**4,803,942**	**1,180,978**	**(3,622,964**
Capital Acquisitions Funded By:				
Capital grants and contributions	20,188,105	4,231,281	973,613	(3,257,668
Other (disposals & C/Fwd)	51,000	0	0	
Reserve accounts				
Strategic Planning reserve	283,327	0	0	
Contribution - operations	2,003,325	572,661	207,365	(365,296
Capital funding total	**22,525,757**	**4,803,942**	**1,180,978**	**(3,622,964**

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 2026

5 CAPITAL ACQUISITIONS (CONTINUED) - DETAILED

Capital expenditure total
Level of completion indicators

0%
20%
40%
60%
80%
100%
Over 100%

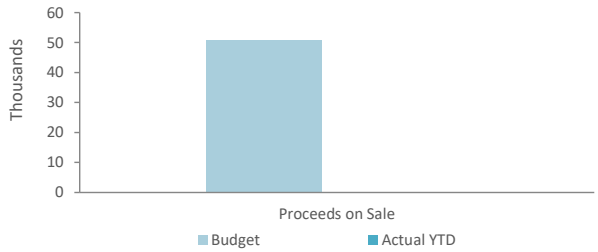
Percentage Year to Date Actual to Annual Budget expenditure where the expenditure over budget highlighted in red.

	Account Description	Amended Current Budget	Year to Date Budget	Year to Date Actual	Variance (Under)/Over
Capital Expenditure					
Buildings					
4090110	STF HOUSE - Building (Capital)	70,000	17,499	0	(17,499
4110110	HALLS - Building (Capital)	1,297,000	324,249	357,475	33,22(
4110310	REC - Other Rec Facilities Building (Capital)	10,670,000	2,667,504	16,300	(2,651,204
4140310	PWO - Building (Capital)	20,000	5,000	0	(5,000
Buildings Total		**12,057,000**	**3,014,252**	**373,775**	**(2,640,477**
Plant & Equipment					
4140330	PWO - Plant and Equipment (Capital)	204,632	51,173	122,500	71,32
Plant & Equipment Total		**204,632**	**51,173**	**122,500**	**71,32**
Infrastructure Roads					
4120140	ROADC - Roads Built Up Area	3,037,628	543,302	45,470	(497,832
4120142	ROADC - Roads Outside BUA - Gravel	3,865,054	263,275	0	(263,275
4120144	ROADC - Roads Built Up Area - Roads to Recovery	491,481	122,877	0	(122,877
4120146	ROADC - Roads Outside BUA - Gravel - Roads to Recovery	673,202	168,326	0	(168,326
4120179	ROADC - DBCA Funds Works (Capital)	47,702	11,929	0	(11,929
Infrastructure Roads Total		**8,115,067**	**1,109,709**	**45,470**	**(1,064,239**
Infrastructure Drainage					
4120165	ROADC - Drainage Built Up Area (Capital)	227,000	56,750	0	(56,750
Infrastructure Drainage Total		**227,000**	**56,750**	**0**	**(56,750**
Infrastructure Other					
4040290	OTH GOV - Infrastructure Other (Capital)	122,058	122,058	0	(122,058
4110390	REC - Infrastructure Other (Capital)	1,800,000	450,000	639,233	189,23
Infrastructure Other Total		**1,922,058**	**572,058**	**639,233**	**67,17**
Grand Total		**22,525,757**	**4,803,942**	**1,180,978**	**(3,622,964**

SHIRE OF DERBY-WEST KIMBERLEY
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 SEPTEMBER 2026

6 DISPOSAL OF ASSETS

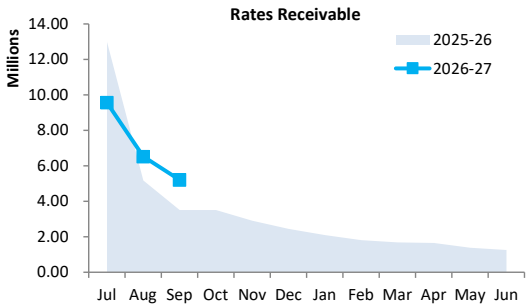
Asset Ref.	Asset description	Budget Net Book Value	Budget Proceeds	Budget Profit	Budget (Loss)	YTD Actual Net Book Value	YTD Actual Proceeds	YTD Actual Profit	YTD Actual (Loss)
		$	$	$	$	$	$	$	$
	Plant and equipment								
5070	Toyota HiAce P195	1,500	0	0	(1,500)	0	0	0	
96	Commuter Bus HiAce P131	97,298	0	0	(97,298)	0	0	0	
	Plant and equipment	10,000	0	0	(10,000)	0	0	0	
	Plant and equipment	23,910	51,000	27,090	0	0	0	0	
		132,708	**51,000**	**27,090**	**(108,798)**	**0**	**0**	**0**	



SHIRE OF DERBY-WEST KIMBERLEY
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 SEPTEMBER 2026

7 RECEIVABLES

Rates receivable	30 Jun 2026	30 Sep 2026
	$	$
Opening arrears previous year	1,140,101	1,235,460
Levied this year	10,047,092	10,792,626
Less - collections to date	(9,675,134)	(6,545,929)
Gross rates collectable	**1,512,059**	**5,482,157**
Allowance for impairment of rates receivable	(276,599)	(274,446)
Net rates collectable	**1,235,460**	**5,207,711**
% Collected	86.5%	54.4%



Receivables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	$	$	$	$	$	$
Receivables - general	(2,095)	1,230,633	470,309	40,430	272,042	2,011,31
Percentage	(0.1%)	61.2%	23.4%	2.0%	13.5%	
Balance per trial balance						
Trade receivables						2,011,31
GST receivable						181,37
Allowance for impairment of receivables from contracts with customers						(213,23(
Total receivables general outstanding						**1,979,46**

Amounts shown above include GST (where applicable)

KEY INFORMATION

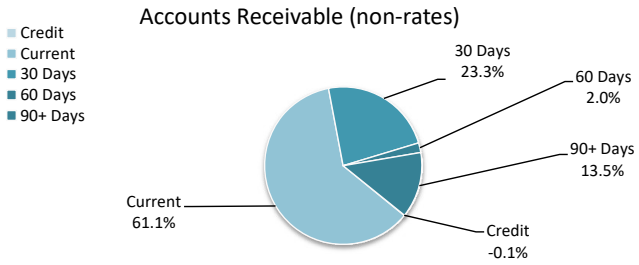
Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business.

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 cash flows 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 2026

8 OTHER CURRENT ASSETS

Other current assets	Opening Balance 1 July 2026	Asset Increase	Asset Reduction	Closing Balance 30 Sep 2026
	$	$	$	$
Inventory				
Fuel	9,815	50,332	(19,761)	40,38
Stock on hand	39,278	0	0	39,27
Other assets				
Prepayments	70,619	0	(70,619)	
Accrued income	641,672	0	(641,672)	
Total other current assets	**761,384**	**50,332**	**(732,052)**	**79,66**

Amounts shown above include GST (where applicable)

KEY INFORMATION

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

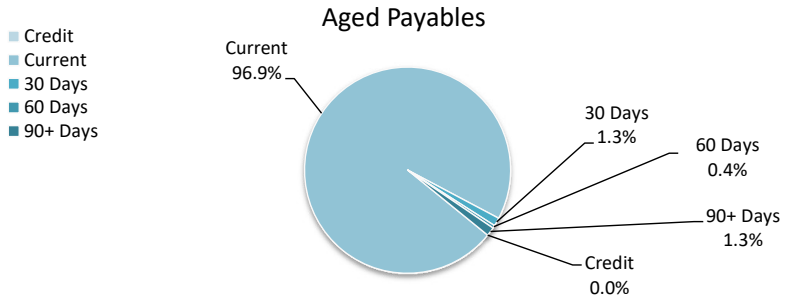
SHIRE OF DERBY-WEST KIMBERLEY
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 SEPTEMBER 2026

9 PAYABLES

Payables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	$	$	$	$	$	$
Payables - general	0	795,347	10,691	3,685	11,055	820,778
Percentage	0.0%	96.9%	1.3%	0.4%	1.3%	
Balance per trial balance						
Sundry creditors						820,778
ATO liabilities						172,590
Other payables						686,155
Prepaid rates						95,494
Total payables general outstanding						**1,775,022**
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 2026

10 BORROWINGS

Repayments - borrowings

Information on borrowings			New Loans		Principal Repayments		Principal Outstanding		Interest Repayments	
Particulars	**Loan No.**	**1 July 2026**	**Actual**	**Budget**	**Actual**	**Budget**	**Actual**	**Budget**	**Actual**	**Budge**
		$	$	$	$	$	$	$	$	$
Wharf fenders, boat ramp	145	37,909	0	0	0	(37,909)	37,909	0	0	(1,96
Staff Housing	146	290,323	0	0	0	(65,942)	290,323	224,381	0	(17,35
Staff Housing	148	158,955	0	0	0	(23,641)	158,955	135,314	0	(6,87
Derby Visitors Centre	149	198,694	0	0	0	(29,551)	198,694	169,143	0	(8,59
Derby Wharf Infrastructure	151	88,968	0	0	0	(43,818)	88,968	45,150	0	(2,35
Derby Airport & Wharf Infrastructure	152	739,504	0	0	0	(206,757)	739,504	532,747	0	(11,90
General finance	153	5,000,000	0	0	(95,476)	(389,595)	4,904,524	4,610,405	(21,207)	(258,49
Total		**6,514,353**	**0**	**0**	**(95,476)**	**(797,213)**	**6,418,877**	**5,717,140**	**(21,207)**	**(307,54**
Current borrowings		797,353					701,877			
Non-current borrowings		5,717,000					5,717,000			
		6,514,353					**6,418,877**			

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 2026

11 OTHER CURRENT LIABILITIES

Other current liabilities	Note	Opening Balance 1 July 2026	Liability transferred from/(to) non current	Liability Increase	Liability Reduction	Closing Balance 30 Sep 2026
		$	$	$	$	$
Other liabilities						
Contract liabilities		756,919	0	492,768	(126,941)	1,122,74
Capital grant/contributions liabilities		2,329,111	0	3,343,312	(973,613)	4,698,81
Total other liabilities		3,086,030	0	3,836,080	(1,100,554)	5,821,55
Employee Related Provisions						
Provision for annual leave		656,284	0	0	0	656,28
Provision for long service leave		295,959	0	0	0	295,95
Total Provisions		952,243	0	0	0	952,24
Total other current liabilities		**4,038,273**	**0**	**3,836,080**	**(1,100,554)**	**6,773,79**

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.

15.3 LIST OF ACCOUNTS PAID - SEPTEMBER 2026

File Number: **5110**

Author: **Jill Brazil, Director Corporate Services**

Responsible Officer: **Tamara Clarkson, Chief Executive Officer**

Authority/Discretion: **Information**

SUMMARY

Council to receive the list of accounts paid under delegated authority during September 2026.

DISCLOSURE OF ANY INTEREST

Nil by Author and Nil by 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

OUTCOME	OBJECTIVE	WE WILL
10. Effective governance and partnerships	10.1 Maintain a high standard of leadership, advocacy, governance and asset management	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 Local Government Act 1995*, 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

Expenditure for the period ending has been incurred in accordance with the Annual Budget 2026/27 as adopted by Council at its meeting held 25 June 2026 (Resolution 74/26). The budget is structured on financial viability and sustainability principles.

The following tables summarise the payments drawn on the funds during the listed month.

REPORT TO COUNCIL

September 2026

FUND	DETAILS	AMOUNT
MUNICIPAL ACCOUNT		
EFT Payments	EFT 65204 – EFT 65354	$1,373,730.82
Municipal Cheques	CHQ	$172.38
Direct Debits	Fees & Charges, Credit Card Payments, Payroll, Payroll Liabilities	$732,863.22
TRUST ACCOUNT		
EFT Payments		*$0.00*
Trust Cheques		*$0.00*
TOTAL		**$2,106,766.42**

Creditors Outstanding as at 30/09/2026 *$820,778.23*

VOTING REQUIREMENTS

Simple majority

ATTACHMENTS

1. **List of Accounts Paid - September 2026**
2. **Credit Card Reconciliation - September 2026**

RESOLUTION 118/26

Moved: Cr Lachie Carracher
Seconded: Cr Trish Gault

That Council RECEIVES the List of Accounts Paid for September 2026 totalling $2,106,766.42.

In Favour: *Peter McCumstie, Kerrissa O'Meara, Lachie Carracher, Adam Cornish, Trish Gault, Val Ross, Laurie Shaw and Leah Umbagai.*

Against: *Nil.*

CARRIED 8/0

REPORT TO COUNCIL – SEPTEMBER 2026

EFT PAYMENTS – MUNI ACCOUNT

PAYMENT ID	DATES	CREDITOR / INVOICE DETAILS	AMOUNT
EFT65204	**04/09/2026**	**ALTHAM CONTRACTING**	**799.5**
INV 3937	14/08/2026	CHANGE INSULATION TO EYE WASH SAFETY SHOWERS AT DEPOT	799.5
EFT65205	**04/09/2026**	**KIMBERLEY BEE SERVICE**	**450.0**
INV 23	01/06/2026	REMOVAL & RELOCATION OF BEES AT PRISON BOAB TREE	450.0
EFT65206	**04/09/2026**	**DERBY BUILDING SUPPLIES**	**82.2**
INV 618397	13/08/2026	SUPPLY SPRINKLER BUTTERFLY BRONZESPIN	30.0
INV 618477	14/08/2026	SUPPLY CHAMPION PLUG TAPER HEX	4.6
INV 619192	24/08/2026	SUPPLY TENSIONER SLIDE KIT & CATCHER CHAIN	47.6
EFT65207	**04/09/2026**	**DERBY 4X4 & MARINE**	**465.0**
INV 44022-66916	17/08/2026	SUPPLY ANT WHIP 1 COIL	21.2
INV 44118-67016	24/08/2026	SUPPLY SEAL AXLE & FRONT STRUT	443.7
EFT65208	**04/09/2026**	**DERBY PROGRESSIVE SUPPLIES**	**172.8**
INV 134058	19/08/2026	SUPPLY CLEANING MATERIALS	172.8
EFT65209	**04/09/2026**	**DERBY HARDWARE MITRE10**	**79.9**
INV 10654086	13/08/2026	SUPPLY LOCK STUD LOCTITE 10ML	18.9
INV 10654120	14/08/2026	SUPPLY HOSE BIB & HOSE COCK	44.9
INV 10654139	14/08/2026	SUPPLY X2 SCREW LONG THREAD HINGE	15.9
EFT65210	**04/09/2026**	**ELDERS LIMITED (DERBY BRANCH)**	**82.9**
INV 6256-10011003101	17/08/2026	SUPPLY FEED CHICK CRUMBLES & POULTRY MIX	82.9
EFT65211	**04/09/2026**	**CONNECT CALL CENTRE SERVICES**	**409.4**
INV 122586	15/08/2026	OVERCALLS FEE FOR THE MONTH OF JULY 2026	409.4
EFT65212	**04/09/2026**	**JILA PLUMBING**	**218.3**
INV 7290	16/08/2026	INSPECT PRESSURE DROPS & LEAKING INLET VALVE AT ADMIN	218.3
EFT65213	**04/09/2026**	**MARKET CREATIONS AGENCY PTY LTD**	**1,540.0**
INV IO55-6	14/08/2026	PROVIDE READSPEAKER ANNUAL LICENSING	1,540.0
EFT65214	**04/09/2026**	**MANAGED IT PTY LTD**	**124.0**
INV 301025	04/08/2026	MANAGED SERVER FOR THE MONTH OF AUGUST 2026	124.0
EFT65215	**04/09/2026**	**PAINT INDUSTRIES PTY LTD**	**12,070.7**
INV 69211	14/08/2026	SUPPLY TOP DECK RUNWAY PAINT	12,070.7
EFT65216	**04/09/2026**	**ROY GRIPSKE & SONS PTY LTD**	**576.0**
INV 1694404	14/08/2026	SUPPLY 5X SETS OF KUBOTA MOWER BLADES	576.0

EFT65217	**04/09/2026**	**E & MJ ROSHER PTY LTD**	**2,420.0**
INV 1512837	19/08/2026	SUPPLY KUBOTA PARTS	2,420.0
EFT65218	**04/09/2026**	**RUSTYS IGA**	**805.6**
INV 026418	14/08/2026	CLEANING SUPPLIES	551.2
INV 018375	18/08/2026	SUPPLY FOOD FOR COMMUNITY VISIT BBQ	240.5
INV 018376	18/08/2026	SUPPLY X2 ICE BAGS 5KG	13.9
EFT65219	**04/09/2026**	**CLEANAWAY CO PTY LTD**	**10,428.7**
INV 27035733	31/07/2026	BIN COLLECTION - JULY 2026	10,428.7
EFT65220	**04/09/2026**	**TYREPOWER DERBY**	**2,560.0**
INV 123062	17/08/2026	SUPPLY ROVELO, NEW TYRE, FITTING & BALANCING	800.0
INV 123071	18/08/2026	SUPPLY NEW TYRE	640.0
INV 123078	20/08/2026	SUPPLY BRIDGESTONE TYRE, FITTING & BALANCING	970.0
INV 123083	20/08/2026	WHEEL ALIGNMENT AND DISCOUNT	150.0
EFT65221	**04/09/2026**	**VANDERFIELD - RDO EQUIPMENT PTY LTD**	**638.8**
INV PH1644	17/08/2026	SUPPLY FILTERS, BELTS & CAPS	446.3
INV PH1645	17/08/2026	SUPPLY LATCH & ROPE	192.4
EFT65222	**11/09/2026**	**A & B TYRES**	**245.0**
INV 60161	28/08/2026	SUPPLY CENTURY NS70	245.0
EFT65223	**11/09/2026**	**AUSTRALIAN SERVICES UNION**	**110.0**
INV DEDUCTION	08/09/2026	PAYROLL DEDUCTION	110.0
EFT65224	**11/09/2026**	**BISHOPS TRANSPORT PTY LTD**	**767.8**
INV B375767	21/08/2026	FREIGHT - ROSHER, CITY TOYOTA, WATTLE UP TRACTORS & AVS	454.6
INV B375303A	25/08/2026	FREIGHT RELATED TO KIMBERLEY ART & PHOTOGRAPHIC PRIZE 2026	212.7
INV B375303B	25/08/2026	FREIGHT - RDO EQUIPMENT TO SDWK	100.4
EFT65225	**11/09/2026**	**WORKSAFE DIVISION DEPARTMENT LOCAL GOVERNMENT, INDUSTRY REGULATION AND SAFETY**	**7,350.6**
INV PERMIT0807-2	08/07/2026	BSL JUNE 2026 - AMENDED	7,350.6
EFT65226	**11/09/2026**	**BHUSAN BC**	**3,495.5**
INV REIMB2408	24/08/2026	RELOCATION REIMBURSEMENT JULY - AUGUST 2026	3,495.5
EFT65227	**11/09/2026**	**BROOME TOYOTA NORTH WEST MOTOR GROUP**	**33.8**
INV PI13089040	17/08/2026	SUPPLY PAD PEDAL	33.8
EFT65228	**11/09/2026**	**BOC LIMITED**	**212.8**
INV 1334520	29/08/2026	MONTHLY GAS CYLINDER CHARGES	212.8
EFT65229	**11/09/2026**	**WORK HEALTH PROFESSIONALS PTY LTD**	**2,200.0**
INV 420405270	17/08/2026	ONSITE AUDIOMETRIC TESTING	2,200.0
EFT65230	**11/09/2026**	**DEPUTY CHILD SUPPORT REGISTRAR**	**277.7**
INV DEDUCTION	08/09/2026	PAYROLL DEDUCTION	277.7

EFT65231	**11/09/2026**	**DOUBLE R PTY LTD**	**94.7**
INV B20174	24/08/2026	SUPPLY 1X SPRING BRAKE CHAMBER 24/30	94.7
EFT65232	**11/09/2026**	**DERBY BUILDING SUPPLIES**	**101.3**
INV 619304	25/08/2026	SUPPLY ITI EZITRIM PINE FINGER JOINT PRIMED TRIM	13.9
INV 619389	26/08/2026	SUPPLY DIGGERS THINNERS ALL PURPOSE 1L	62.2
INV 619539	27/08/2026	SUPPLY ENERGIZER BATTERY AAA 14 PACK	25.2
EFT65233	**11/09/2026**	**DERBY 4X4 & MARINE**	**51.6**
INV 44151-67048	26/08/2026	SUPPLY SEAL AXLE INNER LHF HILUX	51.6
EFT65234	**11/09/2026**	**DERBY HARDWARE MITRE10**	**494.9**
INV 10655041	26/08/2026	SUPPLY SQWINCHER PACK 50 ASSORTED FLAVOURS	479.9
INV 10655418	01/09/2026	SUPPLY MUSH B/N SL/PH B8 M6 X 20 - SNAP	14.9
EFT65235	**11/09/2026**	**DWA INDUSTRIAL RESOURCES PTY LTD**	**440.0**
INV 2024832	04/09/2026	SUPPLY PRESS OUT BEARINGS (TRACTOR WHEEL HUB)	440.0
EFT65236	**11/09/2026**	**GERALD PRYOR**	**1,250.0**
INV KAPP2026	01/09/2026	KAPP 2026 BOAB NUT WINNER SHARED PRIZE	1,250.0
EFT65237	**11/09/2026**	**HORIZON POWER - ACCOUNT PAYMENTS**	**89.1**
INV 587719	24/08/2026	4/9 ASHLEY ST FOR 20/06/2026 - 20/08/2026	89.1
EFT65238	**11/09/2026**	**KIMBERLEY FIRE SYSTEMS**	**7,564.8**
INV 26551	29/08/2026	INSPECTION & SERVICE OF FIRE EQUIPMENT AT DERBY AIRPORT	7,564.8
EFT65239	**11/09/2026**	**KIMBERLEY LAND COUNCIL (BROOME)**	**1,500.0**
INV REIMB2008	20/08/2026	RETURN BOND FOR HIRE OF DERBY AIRPORT 4TH - 6TH AUGUST 2026	1,500.0
EFT65240	**11/09/2026**	**NORTH REGIONAL TAFE**	**75.3**
INV I0030045	24/07/2026	COURSE FEES FOR STAFF MEMBER - HANDLING CHEMICALS	75.3
EFT65241	**11/09/2026**	**MAXXIA PTY LTD**	**6,421.0**
INV SDWK-ITC0726	31/07/2026	JUL-26 ITC REPATRIATED TO MAXXIA FOR EMPLOYEES	535.4
INV SDWK-ITC0826	31/08/2026	AUG-26 ITC REPATRIATED TO MAXXIA FOR EMPLOYEES	320.1
INV DEDUCTION	08/09/2026	PAYROLL DEDUCTION	3,266.9
INV DEDUCTION	08/09/2026	PAYROLL DEDUCTION	1,812.5
INV DEDUCTION	08/09/2026	PAYROLL DEDUCTION	40.2
INV DEDUCTION	08/09/2026	PAYROLL DEDUCTION	445.6
EFT65242	**11/09/2026**	**WA LGIS**	**2,715.4**
INV 100-165876	03/08/2026	EAP FOR 81 EMPLOYEES & 15 VOLUNTEERS 01/07/2026 - 31/12/2026	2,715.4
EFT65243	**11/09/2026**	**FOUNDATION FOR INDIGENOUS SUSTAINABLE HEALTH LIMITED**	**2,856.4**
INV DER7462	20/08/2026	STAFF UNIFORM FOR EXECUTIVE ASSISTANT	141.0
INV DER7582	20/08/2026	STAFF UNIFORM FOR PROPERTY MAINTENANCE OFFICER	679.9
INV DER7584	20/08/2026	STAFF UNIFORM FOR PROJECT OFFICER ASSETS	866.8

INV DER7690	20/08/2026	STAFF UNIFORM FOR ADMIN & CUSTOMER SERVICE OFFICER	235.0
INV DER8003	20/08/2026	STAFF UNIFORM FOR WORKS LABOURER	220.0
INV DER8466	31/08/2026	STAFF UNIFORM FOR WORKS TEAM LEADER	713.7
EFT65244	**11/09/2026**	**PETER COLIN CRIGHTON**	**100.0**
INV REIMB2508	25/08/2026	BOND RETURN FOR HIRE OF CAT TRAP	100.0
EFT65245	**11/09/2026**	**REPCO A DIVISION OF GPC ASIA PACIFIC PTY LTD**	**217.8**
INV 4510621415	21/08/2026	SUPPLY 2X 20L BRAKE CLEANER DRUMS	217.8
EFT65246	**11/09/2026**	**RUSSELL PARKS**	**300.0**
INV 020826	02/08/2026	TUNE PIANO AT WHARFINGER HOUSE	300.0
EFT65247	**11/09/2026**	**E & MJ ROSHER PTY LTD**	**1,690.1**
INV 1513019	24/08/2026	SUPPLY CASE ASSY (BEVEL GEAR)	1,690.1
EFT65248	**11/09/2026**	**RUSTYS IGA**	**92.3**
INV 012366	25/08/2026	SUPPLY FOOD FOR LIBRARY PROGRAMS	92.3
EFT65249	**11/09/2026**	**ROWAN SCOTT**	**87.0**
INV REIMB1908	19/08/2026	WORKING WITH CHILDREN CHECK RENEWAL	87.0
EFT65250	**11/09/2026**	**ST JOHN AMBULANCE WESTERN AUSTRALIA LTD**	**2,799.1**
INV FAINV01438361	17/08/2026	FY 2026/27: 6 MONTHLY FIRST AID KIT SERVICING	2,799.1
EFT65251	**11/09/2026**	**SEEK LIMITED**	**4,070.0**
INV 702060895	24/08/2026	PAYMENT FOR 8-10 SEEK JOB ADVERTISEMENTS	4,070.0
EFT65252	**11/09/2026**	**THUNDERBIRD OPERATIONS PTY LTD**	**222.3**
INV A900935	03/09/2026	RATES REFUND FOR A900935 - TENEMENT DEATH M2025-03	222.3
EFT65253	**11/09/2026**	**TRAVELWORLD BROOME**	**3,203.9**
INV I000053972	22/07/2026	FLIGHTS FOR STAFF MEMBER #1028	1,241.0
INV I000054479	20/08/2026	RETURN FLIGHTS FOR STAFF MEMBER #744 31/8/2026 - 4/9/2026	1,088.9
INV I000054536	26/08/2026	RETURN FLIGHTS FOR STAFF MEMBER #998 TRAINING IN PERTH	874.0
EFT65254	**18/09/2026**	**ALTHAM CONTRACTING**	**622.3**
INV 4069	03/09/2026	REMOVE FLANGE & CLEAN SURFACE AT DERBY ADMIN CENTRE	622.3
EFT65255	**18/09/2026**	**AUSTRALIA POST**	**99.7**
INV 1014935837	03/09/2026	POSTAGE COSTS FOR AUGUST 2026	99.7
EFT65256	**18/09/2026**	**ALTUS PLANNING PTY LTD**	**20,582.3**
INV AP4577	01/09/2026	PLANNING SERVICES FOR SDWK – AUGUST 2026	20,582.3
EFT65257	**18/09/2026**	**AUSCOINSWEST**	**580.8**
INV 4100	30/08/2026	GOLD COINS - TOURISM	580.8
EFT65258	**18/09/2026**	**DERBY LICENSED POST OFFICE**	**1.7**
INV 2770	31/08/2026	SHIRE DLPO MONTHLY ACCOUNT AUGUST 2026	1.7
EFT65259	**18/09/2026**	**BISHOPS TRANSPORT PTY LTD**	**332.8**

INV B376472	26/08/2026	TRANSPORTING GOODS TO SDWK	162.1
INV B377767	02/09/2026	FREIGHT - CHEFMASTER AUSTRALIA TO SDWK	170.7
EFT65260	**18/09/2026**	**RATES PRIZE WINNER #10**	**500.0**
INV PRIZE1409	14/09/2026	26/27 RATES PRIZE DRAW WINNER: A900517	500.0
EFT65261	**18/09/2026**	**WORKSAFE DIVISION DEPARTMENT LOCAL GOVERNMENT, INDUSTRY REGULATION AND SAFETY**	**9,927.6**
INV PERMIT3107	31/07/2026	BSL JULY 2026	9,295.5
INV PERMIT3108	31/08/2026	BSL AUGUST 2026	632.1
EFT65262	**18/09/2026**	**RATES PRIZE WINNER #6**	**500.0**
INV PRIZE1409	14/09/2026	26/27 RATES PRIZE DRAW WINNER: A102220	500.0
EFT65263	**18/09/2026**	**OFFICE NATIONAL BROOME (THE BOSS SHOP)**	**1,525.6**
INV 1147230	28/07/2026	PRINTER COPY COUNTS	606.3
INV 1147231	28/07/2026	PRINTER COPY COUNTS	176.2
INV 1149606	28/08/2026	PRINTER COPY COUNTS	629.3
INV 1149607	28/08/2026	PRINTER COPY COUNTS	113.7
EFT65264	**18/09/2026**	**CLEANING GARDENING & TREE SERVICES**	**38,041.6**
INV 10957	31/08/2026	CLEANING FX SHIRE BUILDINGS - AUGUST 2026	38,041.6
EFT65265	**18/09/2026**	**CITY TOYOTA**	**1,020.9**
INV PI13403178	24/02/2026	CREDIT ORIGINAL INV PI13400039	-437.5
INV PI13410732	15/05/2026	SUPPLY OIL FILTER & FLOOR MATS	74.3
INV PI13420732	20/08/2026	SUPPLY 3X WINDSCREEN, 3X MOULDS, 2X WINDSCREEN FORTUNER	1,384.1
EFT65266	**18/09/2026**	**THE DERBY WEST KIMBERLEY AIR BRANCH CWA**	**1,500.0**
INV REIMB3108	31/08/2026	RETURN BOND FOR HIRE OF DERBY AIRPORT 31/07, 01/08, 21-22/08/26	1,500.0
EFT65267	**18/09/2026**	**DERBY BUILDING SUPPLIES**	**804.5**
INV 619581	28/08/2026	SUPPLY MAXI WASH LOW SHEEN & COVERSTAIN PRIMER	146.6
INV 619619	28/08/2026	SUPPLY DIGGERS THINNERS ALL PURPOSE 1L	31.1
INV 619731	31/08/2026	SUPPLY PHILMAC POLY, COUPLING DWV PVC & FAUCET	13.3
INV 619732	31/08/2026	SUPPLY SELLEYS SILICONE 401 CLEAR 310G	28.2
INV 619769	31/08/2026	SUPPLY FIX-A-TAP CISTERN & MILDON COCK 3/4	45.4
INV 619777	31/08/2026	SUPPLY MATERIALS FOR DERBY YOUTH CENTRE	35.2
INV 100461	04/09/2026	SUPPLY MEASURING JUG, FERTILISER & MAT PINS	119.1
INV 100685	07/09/2026	SUPPLY FILE SYSTEM, FILE HOLDER & FILE FLAT	193.9
INV 100836	08/09/2026	SUPPLY CUPBOARD OVERHEAD 2 DOOR	128.3
INV 100939	09/09/2026	SUPPLY GUNNERSENS MELAMINE SHELF 1200 X 595 X 16MM	30.0
INV 100988	10/09/2026	SUPPLY FAUCET SOCKET & PHILMAC BRUSH POLY	33.0
EFT65268	**18/09/2026**	**DERBY BUS SERVICE PTY LTD**	**412.5**
INV 25338	31/07/2026	FREIGHT - JULY 2026	159.5

INV 25477	31/08/2026	FREIGHT - AUGUST 2026	253.0
EFT65269	**18/09/2026**	**DERBY 4X4 & MARINE**	**301.3**
INV 42640-65359	08/04/2026	SUPPLY DIN65LH CENTURY BATTERY	301.3
EFT65270	**18/09/2026**	**RATES PRIZE WINNER #8**	**500.0**
INV PRIZE1709	17/09/2026	26/27 RATES PRIZE DRAW WINNER: A900170	500.0
EFT65271	**18/09/2026**	**LANDGATE (WA LAND INFORMATION AUTHORITY)**	**42.7**
INV 78588455	31/08/2026	GRV INTERIM VALUATION - SCHEDULE G2026/8	42.7
EFT65272	**18/09/2026**	**DERBY PROGRESSIVE SUPPLIES**	**565.7**
INV 134557	28/08/2026	SUPPLY TOILET TISSUE	565.7
EFT65273	**18/09/2026**	**DERBY HARDWARE MITRE10**	**487.2**
INV 10655471	02/09/2026	SUPPLY GLOVE DISPOSABLE HEAVY DUTY NITRILE X2	111.9
INV 10655475	02/09/2026	SUPPLY DEMINERALISED WATER 20L GLENDALE	44.9
INV 10655482	02/09/2026	SUPPLY WHEEL CONC AXLE X2 & WHEEL NYLON CONCAVE W/ AXLE	60.9
INV 10655513	03/09/2026	SUPPLY BLADE DIAMOND SEGMENTED & TURBO	46.9
INV 10655526	03/09/2026	SUPPLY HOSE BIB BRASS MALE GARDEN TAP	21.9
INV 10655600	04/09/2026	SUPPLY FLEXITUBE 4MM X 50M	59.9
INV 10655802	08/09/2026	SUPPLY SHACKLE, CCA PINE & TURNBUCKLE HOOK & EYE	80.4
INV 10655875	09/09/2026	SUPPLY SHS GAL 25 X 25 X 2.0MM 6.5MTR (YELLOW END)	59.9
EFT65274	**18/09/2026**	**ENERAQUE PTY LTD**	**2,016.4**
INV 26355-01	28/08/2026	SUPPLY PRINTED CIRCUIT BOARD FOR AIRPORT GENERATOR ECU	2,016.4
EFT65275	**18/09/2026**	**FETCH PRINT**	**2,409.0**
INV FSD260426	27/08/2026	PRINT PRODUCTION BABBLING BOAB NEWSLETTER	2,409.0
EFT65276	**18/09/2026**	**GREENFIELD TECHNICAL SERVICES**	**9,050.2**
INV 5267	07/09/2026	AGRN1288 FLOOD DAMAGE INSPECTION & ASSESSMENT JAN-FEB 2026	9,050.2
EFT65277	**18/09/2026**	**PAUL GOSS**	**1,008.5**
INV REIMB1009	10/09/2026	UTILITY SUBSIDY: POWER & WATER FOR 17/04/2026 - 14/08/2026	1,008.5
EFT65278	**18/09/2026**	**GRACE RECORDS MANAGEMENT**	**399.9**
INV RP01858432	31/08/2026	SUPPLY CARTONS, FREIGHT OF RECORDS STORED	399.9
EFT65279	**18/09/2026**	**HORIZON POWER - ACCOUNT PAYMENTS**	**4,738.6**
INV 570688	01/09/2026	208 STREETLIGHTS FOR 01/08/2026 - 31/08/2026	4,738.6
EFT65280	**18/09/2026**	**KIMBERLEY FIRE SYSTEMS**	**2,004.2**
INV 26474	20/08/2026	INSPECTION & SERVICE FIRE EQUIPMENT AT DERBY ADMIN CENTRE	407.0
INV 26479	20/08/2026	INSPECTION & SERVICE FIRE EQUIPMENT AT DERBY YOUTH CENTRE	717.2
INV 26488	21/08/2026	INSPECTION & SERVICE FIRE EQUIPMENT AT EXECUTIVE OFFICES	880.0
EFT65281	**18/09/2026**	**KMART AUSTRALIA LIMITED**	**189.5**
INV 073825	21/06/2026	SUPPLIES USED FOR KAPP 2026	189.5

EFT65282	**18/09/2026**	**K&M ELECTRICAL SERVICES**	**826.9**
INV 995	07/09/2026	REPLACE FANS & EXHAUST FAN AT DERBY DEPOT CREW CRIB ROOM	826.9
EFT65283	**18/09/2026**	**THE PIER GROUP PTY LTD T/AS CS LEGAL**	**132.0**
INV 36250	31/08/2026	PROFESSIONAL FEES FOR DEBT RECOVERY	132.0
EFT65284	**18/09/2026**	**MANAGED IT PTY LTD**	**21,408.9**
INV 301073	24/08/2026	CRAIG WALL SITE VISIT JUNE 2026 - EXPENSES	3,556.9
INV 301074	24/08/2026	CRAIG WALL SITE VISIT JUNE 2026	9,664.4
INV 301075	25/08/2026	TEAMS PHONE SYSTEM PROJECT	3,958.2
INV 301076	26/08/2026	MS SURFACE PRO LAPTOP, DOCK & WIRELESS MOUSE	4,030.9
INV 301128	03/09/2026	ACCESS4 CALL USAGE JULY 2026	114.6
INV 301133	03/09/2026	ACCESS4 CALL USAGE AUGUST 2026	83.7
EFT65285	**18/09/2026**	**MODERN TEACHING AIDS PTY LTD**	**18.4**
INV 46940061	19/06/2026	RED ERGERITE PLASTIC CHAIR FOR KAPP WORKSHOPS.	18.4
EFT65286	**18/09/2026**	**RATES PRIZE WINNER #7**	**500.0**
INV PRIZE1409	14/09/2026	26/27 RATES PRIZE DRAW WINNER: A900674	500.0
EFT65287	**18/09/2026**	**RATES PRIZE WINNER #5**	**500.0**
INV PRIZE1709	17/09/2026	26/27 RATES PRIZE DRAW WINNER: A900931	500.0
EFT65288	**18/09/2026**	**RATES PRIZE WINNER #2**	**500.0**
INV PRIZE1709	17/09/2026	26/27 RATES PRIZE DRAW WINNER: A105325	500.0
EFT65289	**18/09/2026**	**FOUNDATION FOR INDIGENOUS SUSTAINABLE HEALTH LIMITED**	**2,152.3**
INV DER8477	05/09/2026	STAFF UNIFORMS FOR COORDINATOR RANGERS	1,004.6
INV DER8371	09/09/2026	STAFF UNIFORM FOR ENGINEER	1,017.7
INV DER8743	11/09/2026	STAFF UNIFORM FOR RANGER	64.9
INV DER8744	11/09/2026	STAFF UNIFORM FOR ENGINEER	64.9
EFT65290	**18/09/2026**	**SNAP SEND SOLVE PTY LTD**	**5,500.0**
INV 1227	25/05/2026	SNAP SEND SOLVE - 12 MONTH ENTERPRISE SUBSCRIPTION	5,500.0
EFT65291	**18/09/2026**	**STUDIO SCHOOLS OF AUSTRALIA LTD**	**250.0**
INV REIMB0209	02/09/2026	RETURN BOND FOR ANIMAL TRAPS	250.0
EFT65292	**18/09/2026**	**PRINTING IDEAS**	**1,810.6**
INV 60673	31/08/2026	SUPPLY 4000 WINDOW ENVELOPES W/ SHIRES ADDRESS & POSTAGE	1,139.6
INV 60692	02/09/2026	ALTERATIONS TO ARTWORK & PRINT X40 KUBOTA 3690 & ZDIZZI	671.0
EFT65293	**18/09/2026**	**REALMSTUDIOS**	**41,852.8**
INV 4887	31/08/2026	PROFESSIONAL SERVICE T4-2526 DERBY REC PRECINCT MASTER PLAN	41,852.8
EFT65294	**18/09/2026**	**SKIPPERS CLEANING SERVICES**	**48,939.0**
INV 1996	31/08/2026	CLEANING DERBY SHIRE BUILDINGS - AUGUST 2026	48,939.0
EFT65295	**18/09/2026**	**TOTALLY WORK WEAR - BROOME**	**1,293.0**

INV 19636	05/09/2026	SUPPLY PPE EQUIPMENT	1,293.0
EFT65296	**18/09/2026**	**WESTCOAST BUILDING AND CONSTRUCTION**	**45,430.0**
INV 2021	20/08/2026	CIVIC CENTRE AIRCON BUILDING WORKS - PROGRESS PAYMENT	45,430.0
EFT65297	**25/09/2026**	**SUPAGAS PTY LIMITED**	**198.0**
INV C647679-8-2026	31/08/2026	RENTAL CHARGES & EQUIPMENT HELD LGP 45KG	198.0
EFT65298	**25/09/2026**	**ALTHAM CONTRACTING**	**3,853.7**
INV 4071	03/09/2026	REPLACE & INSTALL GAS REGULATOR AT 2 HOLMAN STREET	520.3
INV 4078	08/09/2026	TESTING & REPORTING ON BACKFLOW DEVICE AT DERBY SPEEDWAY	407.0
INV 4082	09/09/2026	INVESTIGATE BLOCKAGE IN HOLDING TANK AT JETTY RD	2,926.3
EFT65299	**25/09/2026**	**COOEE PTY LTD**	**12,290.3**
INV CE0112	01/09/2026	COOEE WASTE DATA SOLUTION: ANNUAL LICENSE FEE	12,290.3
EFT65300	**25/09/2026**	**AUSTRALIAN SERVICES UNION**	**110.0**
INV DEDUCTION	22/09/2026	PAYROLL DEDUCTION	110.0
EFT65301	**25/09/2026**	**BUCKLEYS EARTHWORKS & PAVING PTY LTD**	**50,017.0**
INV 2966	30/06/2026	ADDITIONAL QUANTITY BITUMISED: 2,393 M2, 1,336M2	50,017.0
EFT65302	**25/09/2026**	**BISHOPS TRANSPORT PTY LTD**	**202.5**
INV B379564	11/09/2026	FREIGHT - CITY TOYOTA, HIDRIVE, SUNNY IND BRUSHWARE	202.5
EFT65303	**25/09/2026**	**CITY OF SOUTH PERTH**	**2,000.0**
INV 12589	16/09/2026	PLANNING CONSULTANCY FEES 16/09/2026	2,000.0
EFT65304	**25/09/2026**	**DEPUTY CHILD SUPPORT REGISTRAR**	**347.9**
INV DEDUCTION	22/09/2026	PAYROLL DEDUCTION	347.9
EFT65305	**25/09/2026**	**CITY TOYOTA**	**44.6**
INV PI13422846	11/09/2026	SUPPLY 2X LENS	44.6
EFT65306	**25/09/2026**	**DERBY BUILDING SUPPLIES**	**296.8**
INV 100618	07/09/2026	SUPPLY TRIO LATCH GATE IMPROVED BLACK	7.5
INV 101031	10/09/2026	SUPPLY WD-40 300G	27.0
INV 101110	11/09/2026	SUPPLY SELLEYS SILICONE WET AREA 300G	16.4
INV 101115	11/09/2026	SUPPLY STIHL HEAVY DUTY PLUS BAR & CUTTER LUBE 5L	68.9
INV 101131	11/09/2026	SUPPLY DAVCO ADHESIVE TILE SMP EVO 20KG BAG	39.5
INV 101323	15/09/2026	SUPPLY MAKITA BLADE MULTITOOL DRYWALL PLUNGE	21.8
INV 101482	16/09/2026	SUPPLY SANDLEFORD NUMERAL S/ADHESIVE REFLECTIVE 6, 7, 2 & 8	17.4
INV 102023	22/09/2026	SUPPLY BATTERIES FOR MOSQUITO TRAPS	98.2
EFT65307	**25/09/2026**	**DERBY 4X4 & MARINE**	**11.5**
INV 44371-67298	14/09/2026	SUPPLY SWAY BAR FRT D RUBBER	11.5
EFT65308	**25/09/2026**	**DERBY LANDCARE GROUP INC**	**2,000.0**
INV 2026-01	24/08/2026	DONATION - CANE TOAD MANAGEMENT FY 2026/27	2,000.0

EFT65309	**25/09/2026**	**LANDGATE (WA LAND INFORMATION AUTHORITY)**	**42.7**
INV 78677850	15/09/2026	GRV INTERIM VALUATION - SCHEDULE G2026/9	42.7
EFT65310	**25/09/2026**	**DERBY SPORTSMEN'S CLUB INC**	**13,750.0**
INV 2559	19/08/2026	2ND QUARTER GOLF COURSE MAINTENANCE	13,750.0
EFT65311	**25/09/2026**	**HARDMAN ENTERPRISES PL T/AS DERBY PLUMBING AND GAS**	**1,451.5**
INV 33331	15/09/2026	REPAIR WATER LEAK ALONG BOUNDARY FENCE AT DERBY DEPOT	401.5
INV 33334	16/09/2026	RECTIFY MALE & FEMALE TOILET NOT FLUSHING DERBY AIRPORT	1,050.0
EFT65312	**25/09/2026**	**DERBY PROGRESSIVE SUPPLIES**	**1,040.7**
INV 134916	03/09/2026	SUPPLY MOCCONA SMOOTH 1KG & NESTLE MILO 1KG	1,040.7
EFT65313	**25/09/2026**	**DERBY HARDWARE MITRE10**	**389.9**
INV 10656208	14/09/2026	SUPPLY PLY FORM 2400MM X 1200 X 18MM	218.0
INV 10656178	14/09/2026	SUPPLY PAIL W/ LID 20L	14.9
INV 10656350	16/09/2026	SUPPLY GREEN WATERING CAN	19.9
INV 10656308	16/09/2026	SUPPLY SEALANT. SAW BLADE & X2 SCREW WING	136.9
EFT65314	**25/09/2026**	**ELDERS LIMITED (DERBY BRANCH)**	**931.5**
INV 101-SI357138	24/11/2025	SUPPLY SPHEEROL HTB 450G	202.1
INV 101-SI001624666	03/09/2026	SUPPLY ULTRAMAX PLANTSHIELD 20L AGENCY BAYER	212.6
INV 101-SI001624667	03/09/2026	SUPPLY ULTRAMAX PLANTSHIELD 20L AGENCY BAYER	212.6
INV 101-SI001628373	04/09/2026	SUPPLY CONCUSSION 540 20L APPARENT AIR	304.1
EFT65315	**25/09/2026**	**GEOFFREY ANDREW DAVIS**	**1,478.1**
INV ALLOW3009	30/09/2026	SEPTEMBER 2026 COUNCILLOR ATTENDANCE FEE & ALLOWANCE	1,478.1
EFT65316	**25/09/2026**	**PATRICIA GAULT**	**1,478.1**
INV ALLOW3009	30/09/2026	SEPTEMBER 2026 COUNCILLOR ATTENDANCE FEE & ALLOWANCE	1,478.1
EFT65317	**25/09/2026**	**GREENFIELD TECHNICAL SERVICES**	**7,744.0**
INV 5312	10/09/2026	AGRN1044 - PREPARE BETTERMENT FUNDING SUBMISSION	7,744.0
EFT65318	**25/09/2026**	**HORIZON POWER - ACCOUNT PAYMENTS**	**113.3**
INV 588670	20/01/2026	UNIT 8/12 LOCH ST, DERBY FOR 12/01/2026 TO 19/01/2026	83.3
INV REIMB2109	21/09/2026	REFUND OF INCORRECT PAYMENT. INTENDED FOR SHIRE OF BROOME	30.0
EFT65319	**25/09/2026**	**TEAM GLOBAL EXPRESS PTY LTD**	**733.5**
INV 0461-8L4291	16/08/2026	FREIGHT - NEDLANDS TO PATHWEST	437.9
INV P69071592	23/08/2026	FREIGHT - WA4 TO PERTH	295.6
EFT65320	**25/09/2026**	**CONNECT CALL CENTRE SERVICES**	**431.8**
INV 122840	15/09/2026	OVERCALLS FEE FOR CONTRACT - AUGUST 2026	431.8
EFT65321	**25/09/2026**	**DERBY ARCADE KIMBERLEY CATALOGUE PTY LTD TRADING AS DERBY FURNITURE**	**4,630.0**
INV 26-00029624	11/08/2026	SUPPLY MATTRESS AND TOWELS FOR CLINICAL REFERRALS	4,630.0
EFT65322	**25/09/2026**	**KERRISSA O'MEARA**	**2,410.7**

INV TRAVEL2309	23/09/2026	TRAVEL CLAIM: DERBY - BROOME TO ATTEND WALGA CONVENTION	561.1
INV ALLOW3009	30/09/2026	SEPTEMBER 2026 COUNCILLOR ATTENDANCE FEE & ALLOWANCE	1,849.5
EFT65323	**25/09/2026**	**KIMBERLEY HIRE**	**4,205.1**
INV KH6856	30/11/2025	HIRE OF PORTALOO FOR WHARF SHED 01/11/2025 - 30/11/2025	377.1
INV KH6863	31/12/2025	HIRE OF PORTALOO FOR WHARF SHED 01/12/2025 - 31/12/2025	939.7
INV KH6868	31/01/2026	HIRE OF PORTALOO FOR WHARF SHED 01/01/2026 - 31/01/2026	389.7
INV KH6881	28/02/2026	HIRE OF PORTALOO FOR WHARF SHED 01/02/2026 - 28/02/2026	352.0
INV KH6897	31/03/2026	HIRE OF PORTALOO FOR WHARF SHED 01/03/2026 - 31/03/2026	389.7
INV KH6905	30/04/2026	HIRE OF PORTALOO FOR WHARF SHED 01/04/2026 - 30/04/2026	377.1
INV KH6921	31/05/2026	HIRE OF PORTALOO FOR WHARF SHED 01/05/2026 - 31/05/2026	389.7
INV KH6915	31/05/2026	HIRE OF 50 CHAIRS & 10 TABLES - RECONCILIATION EVENT 29/05/2026	990.0
EFT65324	**25/09/2026**	**CITY OF KALAMUNDA**	**625.5**
INV 157837	24/08/2026	BUILDING SERVICES - ADMIN & SURVEYOR	625.5
EFT65325	**25/09/2026**	**KYRA EDWARDS**	**5,247.0**
INV 27082026	27/08/2026	PROVIDE SERVICES FOR KAPP 2026	5,247.0
EFT65326	**25/09/2026**	**THE PIER GROUP PTY LTD T/AS CS LEGAL**	**2,613.9**
INV 36326	18/09/2026	PROFESSIONAL FEES FOR DEBT RECOVERY	2,613.9
EFT65327	**25/09/2026**	**LACHLAN CARRACHER**	**1,478.1**
INV ALLOW3009	30/09/2026	SEPTEMBER 2026 COUNCILLOR ATTENDANCE FEE & ALLOWANCE	1,478.1
EFT65328	**25/09/2026**	**LAURIE SHAW**	**1,478.1**
INV ALLOW3009	30/09/2026	SEPTEMBER 2026 COUNCILLOR ATTENDANCE FEE & ALLOWANCE	1,478.1
EFT65329	**25/09/2026**	**LEAH UMBAGAI**	**1,478.1**
INV ALLOW3009	30/09/2026	SEPTEMBER 2026 COUNCILLOR ATTENDANCE FEE & ALLOWANCE	1,478.1
EFT65330	**25/09/2026**	**MAXXIA PTY LTD**	**5,565.3**
INV DEDUCTION	22/09/2026	PAYROLL DEDUCTION	3,266.9
INV DEDUCTION	22/09/2026	PAYROLL DEDUCTION	1,812.5
INV DEDUCTION	22/09/2026	PAYROLL DEDUCTION	40.2
INV DEDUCTION	22/09/2026	PAYROLL DEDUCTION	445.6
EFT65331	**25/09/2026**	**MANAGED IT PTY LTD**	**57,967.7**
INV 301104	01/09/2026	MANAGED SERVICES FOR SEPTEMBER 2026	57,967.7
EFT65332	**25/09/2026**	**MCLEODS LAWYERS**	**225.5**
INV 153851	31/08/2026	ANNUAL AUDIT FOR SDWK 2026	225.5
EFT65333	**25/09/2026**	**MOORE AUSTRALIA (TAX)**	**3,217.5**
INV 450482	31/08/2026	MONTHLY STATEMENT OF FINANCIAL ACTIVITY PE 30 JUNE 2026	3,217.5
EFT65334	**25/09/2026**	**MOORE AUSTRALIA AUDIT (WA)**	**935.0**
INV 450621	14/09/2026	DEFERRED PENSIONERS ACQUITTAL FOR YEAR END 30/06/2026	935.0

EFT65335	**25/09/2026**	**NORTH WEST LOCKSMITH**	**75.0**
INV 35360	04/09/2026	SUPPLY DOOR LOCK BARREL KEYED FOR COUNCILLOR/PRES OFFICE	75.0
EFT65336	**25/09/2026**	**ORD AGRICULTURAL EQUIPMENT**	**134,750.0**
INV OA22873	25/08/2026	SUPPLY DERBY DEPOT KUBOTA M100GX 100HP CAB TRACTOR	134,750.0
EFT65337	**25/09/2026**	**FOUNDATION FOR INDIGENOUS SUSTAINABLE HEALTH LIMITED**	**1,249.9**
INV DER8796	15/09/2026	STAFF UNIFORM FOR RANGER	59.9
INV DER8565	17/09/2026	STAFF UNIFORM FOR TRAINEE AEHFSO	679.9
INV DER8482	17/09/2026	STAFF UNIFORM FOR CEO	40.0
INV DER8494	17/09/2026	STAFF UNIFORM FOR ADMIN & CUSTOMER SERVICE OFFICER	235.0
INV DER8737	19/09/2026	STAFF UNIFORM HUMAN RESOURCES OFFICER	235.0
EFT65338	**25/09/2026**	**ADAM RUSSELL CORNISH**	**1,478.1**
INV ALLOW3009	30/09/2026	SEPTEMBER 2026 COUNCILLOR ATTENDANCE FEE & ALLOWANCE	1,478.1
EFT65339	**25/09/2026**	**PAINT INDUSTRIES PTY LTD**	**5,189.1**
INV 69033	11/06/2026	SUPPLY WHITE ROAD PAINT & WHITE & YELLOW RUNWAY PAINT	5,189.1
EFT65340	**25/09/2026**	**PETER JOHN MCCUMSTIE**	**3,704.3**
INV TRAVEL2509	25/09/2026	TRAVEL CLAIM: TAXI FARE & OTHER - ATTEND WALGA CONFERENCE	740.7
INV ALLOW3009	30/09/2026	SEPTEMBER 2026 PRESIDENT ATTENDANCE FEE & ALLOWANCE	2,963.5
EFT65341	**25/09/2026**	**POSITIVE POOLS AND MAINTENANCE**	**247.5**
INV 111	16/08/2026	POOL CHEM CHECK & SERVICE FILTERS	82.5
INV 113	31/08/2026	POOL CHEM CHECK & SERVICE FILTERS	82.5
INV 122	11/09/2026	POOL CHEM CHECK & SERVICE FILTERS	82.5
EFT65342	**25/09/2026**	**HIDRIVE GROUP PTY LTD**	**472.8**
INV 252645-01	09/09/2026	SUPPLY 2X DOOR LOCKS WHALE TAIL, J200 BARREL, CHROME	472.8
EFT65343	**25/09/2026**	**ROBBRO ROAD CONSTRUCTION PTY LTD**	**7,797.2**
INV 4233	22/06/2026	FUEL LEVY C08 2023/2024 GRADING MAINTENANCE 2024/2027	7,797.2
EFT65344	**25/09/2026**	**RUSTYS IGA**	**713.4**
INV 013380	26/08/2026	SUPPLY FOOD, WATER, & KITCHEN PRODUCTS FOR OCM 27/08/2026	354.3
INV 014375	28/08/2026	EDUCATIONAL GIFT BAGS - LOOMA SCHOOL TRACHOMA INCURSION	359.0
EFT65345	**25/09/2026**	**CORSIGN WA PTY LTD**	**105.6**
INV 107117	25/08/2026	SUPPLY EVENT AHEAD CORFLUTE, ROAD CLOSED AHEAD CORFLUTE	105.6
EFT65346	**25/09/2026**	**LEEDAL PTY LTD ATF THE FITZROY CROSSING TRUST TAS SAMPEY MINI MART**	**300.0**
INV 10112471	26/08/2026	SUPPLY MARINATED CHICKEN SKEWERS FOR OCM COMMUNITY BBQ	300.0
EFT65347	**25/09/2026**	**CLEANAWAY CO PTY LTD**	**442,605.9**
INV 27041739	12/08/2026	RESIDENTIAL & COMMERCIAL SULO - DRY SEASON MAY 2026	59,841.4
INV 27041740	12/08/2026	LANDFILL MANAGEMENT - JULY 2026	157,337.3
INV 27044119	31/08/2026	RESIDENTIAL & COMMERCIAL SULO - DRY SEASON AUGUST 2026	59,290.5

INV 27044120	31/08/2026	LANDFILL MANAGEMENT - AUGUST 2026	157,337.3
INV 27044390	31/08/2026	BIN COLLECTION - AUGUST 2026	8,799.2
EFT65348	**25/09/2026**	**TRAVELWORLD BROOME**	**1,321.9**
INV I000054672	07/09/2026	FLIGHTS FOR STAFF MEMBER #744 PERTH TO DERBY	1,321.9
EFT65349	**25/09/2026**	**TYREPOWER DERBY**	**1,590.0**
INV 123191	11/09/2026	SUPPLY 135/133L TYRE	640.0
INV 123204	14/09/2026	SUPPLY TOYO LT235/85R16 120R OPAT3	950.0
EFT65350	**25/09/2026**	**VALERIE ROSS**	**2,073.5**
INV TRAVEL2209	22/09/2026	TRAVEL CLAIM: DERBY – BROOME TO ATTEND WALGA CONFERENCE	595.4
INV ALLOW3009	30/09/2026	SEPTEMBER 2026 COUNCILLOR ATTENDANCE FEE & ALLOWANCE	1,478.1
EFT65351	**25/09/2026**	**CHEFMASTER AUSTRALIA / GLOBAL PACKAGING PLA ENTERPRISE PTY LTD**	**1,883.4**
INV 3585	31/08/2026	SUPPLY X18 MASTER TUFF BLACK LINERS	1,883.4
EFT65352	**25/09/2026**	**WESTCOAST BUILDING AND CONSTRUCTION**	**95,297.9**
INV 2011	16/06/2026	DERBY REC CENTRE LIGHTING & FENCING UPGRADE	95,297.9
EFT65353	**25/09/2026**	**WALALAKOO ABORIGINAL CORPORATION**	**1,000.0**
INV 379	19/06/2026	PROVIDE SMOKING CEREMONY - RECONCILIATION WALK 29/05/2026	1,000.0
EFT65354	**30/09/2026**	**MAIN ROADS WESTERN AUSTRALIA**	**122,502.7**
INV 8024806	18/09/2026	AGRN1286 TC LUANA. FLOOD DAMAGE WORKS FAIRFIELD-LEOPOLD	122,502.7
		TOTAL	**$1,373,730.8**

FEE PAYMENTS – MUNI ACCOUNT

PAYMENT ID	DATES	CREDITOR / INVOICE DETAILS	AMOUNT
984	**09/09/2026**	**BAS4 - ATO - IAS PAYMENT - PAYG WITHHOLDING**	**74,201.0**
984	**03/09/2026**	**MER - MERCHANT FEES**	**728.3**
984	**03/09/2026**	**GHA - GREYHOUND AUSTRALIA**	**1,594.0**
984	**03/09/2026**	**MER - MERCHANT FEES**	**2,744.3**
984	**04/09/2026**	**EXC - EXCESS TRANSACTIONS FEE**	**77.0**
984	**04/09/2026**	**BPY - BPAY FEES**	**379.6**
984	**15/09/2026**	**BEX - BPOINT FEES**	**45.9**
984	**08/09/2026**	**BAS4 - ATO - IAS PAYMENT - PAYG WITHHOLDING**	**72,299.0**
984	**30/09/2026**	**ASF - ACCOUNT SERVICE FEE**	**32.8**
984	**30/09/2026**	**ASF - ACCOUNT SERVICE FEE**	**153.8**

)84	**07/09/2026**	**IINET - IINET 225211599 ($109.99)**	**109.9**
)84	**01/09/2026**	**DOT - DOT PAYMENT**	**0.0**
)84	**01/09/2026**	**CMD - CHEQUE OR MERCHANT DEPOSITS FEE**	**3.0**
)84	**01/09/2026**	**EXC - EXCESS TRANSACTIONS FEE**	**42.7**
)84	**01/09/2026**	**EXC - EXCESS TRANSACTIONS FEE**	**141.2**
)84	**03/09/2026**	**MER - MERCHANT FEES**	**49.5**
DD23908.1	**08/09/2026**	**AWARE SUPER**	**24,885.8**
INV SUPER	08/09/2026	SUPERANNUATION	19,752.9
INV DEDUCTION	08/09/2026	PAYROLL DEDUCTION	3,482.2
INV DEDUCTION	08/09/2026	PAYROLL DEDUCTION	400.0
INV DEDUCTION	08/09/2026	PAYROLL DEDUCTION	160.8
INV DEDUCTION	08/09/2026	PAYROLL DEDUCTION	600.0
INV DEDUCTION	08/09/2026	PAYROLL DEDUCTION	100.0
INV SUPER	08/09/2026	SUPERANNUATION	389.7
DD23908.2	**08/09/2026**	**MLC SUPER FUND**	**581.4**
INV SUPER	08/09/2026	SUPERANNUATION	581.4
DD23908.3	**08/09/2026**	**BT PANORAMA SUPER**	**612.5**
INV SUPER	08/09/2026	SUPERANNUATION	612.5
DD23908.4	**08/09/2026**	**CARE SUPER**	**831.8**
INV SUPER	08/09/2026	SUPERANNUATION	831.8
DD23908.5	**08/09/2026**	**Q SUPER**	**1,057.2**
INV SUPER	08/09/2026	SUPERANNUATION	772.5
INV DEDUCTION	08/09/2026	PAYROLL DEDUCTION	284.6
DD23908.6	**08/09/2026**	**GESB EMPLOYER SERVICES**	**365.4**
INV SUPER	08/09/2026	SUPERANNUATION	365.4
DD23908.7	**08/09/2026**	**MYNORTH SUPER**	**357.8**
INV SUPER	08/09/2026	SUPERANNUATION	357.8
DD23908.8	**08/09/2026**	**FIRST SUPER**	**365.4**
INV SUPER	08/09/2026	SUPERANNUATION	365.4
DD23908.9	**08/09/2026**	**HOSTPLUS SUPERANNUATION FUND - BASIC**	**1,519.3**
INV SUPER	08/09/2026	SUPERANNUATION	1,519.3
DD23932.1	**02/09/2026**	**BOND ADMINISTRATOR**	**1,820.0**
INV BOND 51148/26	02/09/2026	RENTAL & PET BOND FOR 6/32 CLARENDON ST, DERBY - 51148/26	780.0
INV BOND 51171/26	02/09/2026	RENTAL BOND FOR 1/20 CLARENDON ST, DERBY - 51171/26	520.0
INV BOND 51683/26	02/09/2026	RENTAL BOND FOR 1/9 ASHLEY ST, DERBY - 51683/26	520.0
DD23933.1	**29/09/2026**	**TELSTRA LIMITED**	**74.9**

INV 1718873800	14/09/2026	SERVICES AND EQUIPMENT RENTAL TO 19/09/2026	74.9
DD23933.2	**15/09/2026**	**TELSTRA LIMITED**	**495.0**
INV 4275260810	15/09/2026	SATELLITE BILLING - SEPTEMBER 2026	495.0
DD23934.1	**07/09/2026**	**ANZ COMMERCIAL CARD SERVICES CENTRE**	**11,156.7**
INV ANZ LAR	07/09/2026	CREDIT CARD - SEPTEMBER 2026	10,762.1
INV ANZ JBZ	07/09/2026	CREDIT CARD - SEPTEMBER 2026	5.8
INV ANZ LLW	07/09/2026	CREDIT CARD - SEPTEMBER 2026	388.7
DD23935.1	**21/09/2026**	**THE SHELL COMPANY OF AUSTRALIA LIMITED**	**771.9**
INV FUEL - AUG26	21/09/2026	SHELL FUEL - AUG 2026	771.9
DD23936.1	**03/09/2026**	**HOUSING AUTHORITY**	**4,440.0**
INV 03092026	03/09/2026	RENT - 7X PROPERTIES	4,440.0
DD23939.1	**22/09/2026**	**AWARE SUPER**	**24,367.3**
INV SUPER	22/09/2026	SUPERANNUATION	19,202.8
INV DEDUCTION	22/09/2026	PAYROLL DEDUCTION	3,513.8
INV DEDUCTION	22/09/2026	PAYROLL DEDUCTION	400.0
INV DEDUCTION	22/09/2026	PAYROLL DEDUCTION	160.8
INV DEDUCTION	22/09/2026	PAYROLL DEDUCTION	600.0
INV DEDUCTION	22/09/2026	PAYROLL DEDUCTION	100.0
INV SUPER	22/09/2026	SUPERANNUATION	389.7
DD23939.2	**22/09/2026**	**MLC SUPER FUND**	**432.0**
INV SUPER	22/09/2026	SUPERANNUATION	432.0
DD23939.3	**22/09/2026**	**BT PANORAMA SUPER**	**665.2**
INV SUPER	22/09/2026	SUPERANNUATION	665.2
DD23939.4	**22/09/2026**	**CARE SUPER**	**831.8**
INV SUPER	22/09/2026	SUPERANNUATION	831.8
DD23939.5	**22/09/2026**	**Q SUPER**	**951.5**
INV SUPER	22/09/2026	SUPERANNUATION	695.3
INV DEDUCTION	22/09/2026	PAYROLL DEDUCTION	256.1
DD23939.6	**22/09/2026**	**GESB EMPLOYER SERVICES**	**365.4**
INV SUPER	22/09/2026	SUPERANNUATION	365.4
DD23939.7	**22/09/2026**	**MYNORTH SUPER**	**359.4**
INV SUPER	22/09/2026	SUPERANNUATION	359.4
DD23939.8	**22/09/2026**	**FIRST SUPER**	**365.4**
INV SUPER	22/09/2026	SUPERANNUATION	365.4
DD23939.9	**22/09/2026**	**HOSTPLUS SUPERANNUATION FUND - BASIC**	**1,525.2**
INV SUPER	22/09/2026	SUPERANNUATION	1,525.2

DD23940.1	**02/09/2026**	**HORIZON POWER - ACCOUNT PAYMENTS**	**2,558.8**
INV 152662	02/09/2026	LOT 1326 GIBB RIVER RD, DERBY FOR 16/06/2026 TO 14/08/2026	202.2
INV 167790	02/09/2026	LOT 1326 WINDJANA RD, DERBY FOR 16/06/2026 TO 14/08/2026	507.9
INV 335373	02/09/2026	7 MILLARD ST, DERBY FOR 16/06/2026 TO 14/08/2026	1,719.8
INV 416399	02/09/2026	11 CORKWOOD CT, DERBY FOR 16/06/2026 TO 14/08/2026	128.8
DD23940.2	**22/09/2026**	**HORIZON POWER - ACCOUNT PAYMENTS**	**12,220.3**
INV 172452	22/09/2026	LOT 199 FORREST RD, FX FOR 06/08/2026 TO 03/09/2026	3,372.7
INV 321183	22/09/2026	30 CLARENDON ST, DERBY FOR 06/08/2026 TO 03/09/2026	2,687.7
INV 312249	22/09/2026	LOT 143 DERBY HIGHWAY FOR 06/08/2026 TO 03/09/2026	2,235.2
INV 166519	22/09/2026	ASHLEY ST, DERBY FOR 06/08/2026 TO 03/09/2026	3,924.6
DD23940.3	**14/09/2026**	**HORIZON POWER - ACCOUNT PAYMENTS**	**131.7**
INV 107820	14/09/2026	UNIT A/84 DURACK ST, CAMBALLIN FOR 26/06/2026 TO 26/08/2026	131.7
DD23940.4	**17/09/2026**	**HORIZON POWER - ACCOUNT PAYMENTS**	**23,228.2**
INV 220780	17/09/2026	921 STREETLIGHTS FOR 01/08/2026 TO 31/08/2026	23,140.0
INV 523100	17/09/2026	CCTV AT BAOBAB WAY, DERBY FOR 01/08/2026 TO 31/08/2026	88.1
DD23940.5	**21/09/2026**	**HORIZON POWER - ACCOUNT PAYMENTS**	**357.2**
INV 333902	21/09/2026	24 LOCH ST, DERBY FOR 05/08/2026 TO 02/09/2026	357.2
DD23941.1	**11/09/2026**	**WATER CORPORATION**	**37.0**
INV 9023533812	11/09/2026	14-18 KNOWSLEY ST, DERBY (LOT 1142 RES 9973) 23/07/2026 - 20/08/2026	37.0
DD23941.2	**23/09/2026**	**WATER CORPORATION**	**270.9**
INV 9018700655	23/09/2026	FLYNN DR, FITZROY LOT 302 RES 36824 FOR 01/09/2026 TO 31/10/2026	270.9
DD23946.1	**23/09/2026**	**TELSTRA LIMITED**	**947.0**
INV 4174249435	23/09/2026	MOBILE PHONE SERVICES - SEPTEMBER 2026	947.0
DD23946.2	**21/09/2026**	**TELSTRA LIMITED**	**20.0**
INV 4275260919	21/09/2026	MOBILE SERVICE 0439 437 641 - BACKUP DATA SIM DBY YOUTH	20.0
DD23949.1	**24/09/2026**	**HOUSING AUTHORITY**	**1,160.0**
INV 24092026	24/09/2026	RENT - (REF 41046646)	1,160.0
DD23950.1	**24/09/2026**	**TELSTRA LIMITED**	**4,087.6**
INV 0463459000	24/09/2026	MAIN LINE BILLING - SEPTEMBER 2026	4,087.6
DD23908.10	**08/09/2026**	**REST SUPERANNUATION**	**3,822.2**
INV SUPER	08/09/2026	SUPERANNUATION	3,318.1
INV DEDUCTION	08/09/2026	PAYROLL DEDUCTION	504.0
DD23908.11	**08/09/2026**	**HOST PLUS SUPERANNUATION FUND**	**4,324.6**
INV DEDUCTION	08/09/2026	PAYROLL DEDUCTION	450.0
INV DEDUCTION	08/09/2026	PAYROLL DEDUCTION	79.2
INV SUPER	08/09/2026	SUPERANNUATION	3,354.3

INV DEDUCTION	08/09/2026	PAYROLL DEDUCTION	441.1
DD23908.12	**08/09/2026**	**CFS EDGE SUPER AND PENSION**	**1,770.0**
INV DEDUCTION	08/09/2026	PAYROLL DEDUCTION	476.5
INV SUPER	08/09/2026	SUPERANNUATION	1,293.4
DD23908.13	**08/09/2026**	**THE EQUIPSUPER SUPERANNUATION FUND**	**1,047.8**
INV DEDUCTION	08/09/2026	PAYROLL DEDUCTION	282.1
INV SUPER	08/09/2026	SUPERANNUATION	765.7
DD23908.14	**08/09/2026**	**AUSTRALIAN RETIREMENT TRUST SUPER SAVINGS**	**2,438.5**
INV DEDUCTION	08/09/2026	PAYROLL DEDUCTION	374.7
INV SUPER	08/09/2026	SUPERANNUATION	2,063.8
DD23908.15	**08/09/2026**	**MLC SUPER NOMINEES PTY LTD**	**214.2**
INV DEDUCTION	08/09/2026	PAYROLL DEDUCTION	214.2
DD23908.16	**08/09/2026**	**AUSTRALIAN SUPER**	**8,044.7**
INV DEDUCTION	08/09/2026	PAYROLL DEDUCTION	871.0
INV DEDUCTION	08/09/2026	PAYROLL DEDUCTION	451.3
INV DEDUCTION	08/09/2026	PAYROLL DEDUCTION	7.9
INV SUPER	08/09/2026	SUPERANNUATION	6,614.4
INV DEDUCTION	08/09/2026	PAYROLL DEDUCTION	100.0
DD23908.17	**08/09/2026**	**EVIE A MOLSON SUPERANNUATION FUND SMSF**	**678.3**
INV SUPER	08/09/2026	SUPERANNUATION	678.3
DD23939.10	**22/09/2026**	**REST SUPERANNUATION**	**3,576.4**
INV SUPER	22/09/2026	SUPERANNUATION	3,048.3
INV DEDUCTION	22/09/2026	PAYROLL DEDUCTION	528.0
DD23939.11	**22/09/2026**	**HOST PLUS SUPERANNUATION FUND**	**4,331.1**
INV DEDUCTION	22/09/2026	PAYROLL DEDUCTION	450.0
INV DEDUCTION	22/09/2026	PAYROLL DEDUCTION	79.2
INV SUPER	22/09/2026	SUPERANNUATION	3,360.7
INV DEDUCTION	22/09/2026	PAYROLL DEDUCTION	441.1
DD23939.12	**22/09/2026**	**CFS EDGE SUPER AND PENSION**	**1,770.0**
INV DEDUCTION	22/09/2026	PAYROLL DEDUCTION	476.5
INV SUPER	22/09/2026	SUPERANNUATION	1,293.4
DD23939.13	**22/09/2026**	**THE EQUIPSUPER SUPERANNUATION FUND**	**1,047.8**
INV DEDUCTION	22/09/2026	PAYROLL DEDUCTION	282.1
INV SUPER	22/09/2026	SUPERANNUATION	765.7
DD23939.14	**22/09/2026**	**AUSTRALIAN RETIREMENT TRUST SUPER SAVINGS**	**2,438.5**
INV DEDUCTION	22/09/2026	PAYROLL DEDUCTION	374.7

INV SUPER	22/09/2026	SUPERANNUATION	2,063.8
DD23939.15	**22/09/2026**	**MLC SUPER NOMINEES PTY LTD**	**159.1**
INV DEDUCTION	22/09/2026	PAYROLL DEDUCTION	159.1
DD23939.16	**22/09/2026**	**AUSTRALIAN SUPER**	**7,837.9**
INV DEDUCTION	22/09/2026	PAYROLL DEDUCTION	884.0
INV DEDUCTION	22/09/2026	PAYROLL DEDUCTION	451.3
INV DEDUCTION	22/09/2026	PAYROLL DEDUCTION	0.1
INV SUPER	22/09/2026	SUPERANNUATION	6,402.4
INV DEDUCTION	22/09/2026	PAYROLL DEDUCTION	100.0
DD23939.17	**22/09/2026**	**EVIE A MOLSON SUPERANNUATION FUND SMSF**	**442.4**
INV SUPER	22/09/2026	SUPERANNUATION	442.4
PE08/09/2026	**8/09/2026**	**NET PAY**	**$211,840.6**
PE22/09/2026	**22/09/2026**	**NET PAY**	**$200,257.6**
		TOTAL	**$732,863.2**

CHQ PAYMENTS – MUNI ACCOUNT

PAYMENT ID	DATES	CREDITOR / INVOICE DETAILS	AMOUNT
317	**08/09/2026**	**AWARE SUPER**	**172.3**
INV COUNCILLORS JUL 2026	04/08/2026	JULY 2026 COUNCILLOR SUPERANNUATION	172.3
		TOTAL	**172.3**

The Shire Of Derby / West Kimberley
ANZ Corporate Credit Card Reconciliation
Period Reporting: 13/07/2026 to 12/08/2026

Card Holder : Tamara Clarkson

Date	Transaction Description	GST (Y/N)	Amount (GST Excl)	GST	Amount (GST Incl)	Account	Receipt Provided	Comments
12/08/2026	KNX COUNTRY CLUB KUNUNURRA	Y	$ 427.27	$ 42.73	$ 470.00	120401090	Yes	Shire President accommodation (Kununarra) 5-7 August 2026 to attend the KAYWSC meeting on behalf of KRG on 6/08/2026
11/08/2026	BROOME INTERNATIONAL A BENTLEY	Y	$ 72.73	$ 7.27	$ 80.00	EX08	No - stat dec	CEO parking while in Perth for Shire and external stakeholder meetings - no receipt provided, stat dec signed and witnessed
11/08/2026	ATLAS FUEL ASCOT PL ASCOT	Y	$ 26.46	$ 2.65	$ 29.11	EX08	No - stat dec	Fuel for CEO rental car while in Perth for Shire and external stakeholder meetings - no receipt provided, stat dec signed and witnessed
10/08/2026	Kimberley Hotel Halls Creek	Y	$ 273.11	$ 27.31	$ 300.42	120401090	Yes	Shire President accommodation (Halls Creek) 7-8 August 2026. Travelling Kununurra to Derby following the KAYWSC meeting on 6/08/2026.
10/08/2026	WANEWSDTI OSBORNE PARK	Y	$ 29.09	$ 2.91	$ 32.00	121402410	Yes	Subscription to The West Australian.
10/08/2026	JOONDALUP RESORT HOTEL CONNOLLY	Y	$ 427.27	$ 42.73	$ 470.00	EX08	Yes	Shire CEO accommodation (Perth) 5-7 August 2026 to attend CEO Connection Forum in Joondalup.
7/08/2026	Kimberley Hotel Halls Creek	Y	$ 273.11	$ 27.31	$ 300.42	120401090	Yes	Shire President accommodation (Halls Creek) 4-5 August 2026. Travelling Derby to Kununurra to attend the KAYWSC meeting on behalf of KRG on 6/08/2026.
3/08/2026	DEPT OF JUSTICE-CTG PA PERTH	N	$ 195.50	0	$ 195.50	193401010	No - stat dec	Payment for personal matter incorrectly charged to Corporate Credit Card. Statutory Declaration signed and witnessed. Invoice has been raised for this money to be paid back to the Shire.
31/07/2026	STARLINK INTERNET Sydney	Y	$ 76.37	$ 7.64	$ 84.01	121402190	Yes	50GB priority WIFI subscription for Derby Administration Centre 28.07.26 - 27.08.26
30/07/2026	STARLINK INTERNET Sydney	Y	$ 409.09	$ 40.91	$ 450.00	121402190	Yes	WIFI subscription for FX Depot, FX Visitors Centre and CEO house.
27/07/2026	STARLINK INTERNET Sydney	Y	$ 545.45	$ 54.55	$ 600.00	121402190	Yes	WIFI subscription for Derby and FX airport, Derby Depot and units in FX 23/07/2026 - 23/08/2026.
27/07/2026	Intuit Sydney	N	$ 64.80	0	$ 64.80	121402410	Yes	Media subscriptions 2500 contacts.
27/07/2026	DT Perth Northbridge Perth	Y	$ 1,928.05	$ 192.80	$ 2,120.85	PC06	Yes	Staff member accommodation (Perth) while attending Planning Essentials Training (WALGA) and visiting City of South Perth for professional development. Wednesday 29 July to Friday 7 August 2026.
27/07/2026	QANTAS AIRWAYS LTD (EC Mascot	Y	$ 821.95	$ 82.19	$ 904.14	PC06	Yes	Flights for staff member to attend the Planning Essentials Training (WALGA) in Perth and visit City of South Perth for professional development.
24/07/2026	Hilton Perth Perth	Y	$ 784.08	$ 78.41	$ 862.49	PC06	Yes	Director Community Planning accommodation (Perth) to attend the WALGA Planning Essentials Training July 2026.
22/07/2026	The Continental Hote Fremantle	Y	$ 331.29	$ 33.13	$ 364.42	120401090	Yes	Shire President accommodation (Broome) 20-21 July 2026. Travelling Perth to Derby following Shire meetings.
22/07/2026	HOSPITALITY PL PORT HEDLAND	Y	$ 238.40	$ 23.84	$ 262.24	120401090	Yes	Shire President accommodation (Port Hedland) 19-20 July 2026. Travelling Perth to Derby following Shire meetings.
22/07/2026	CARNARVON MOTEL WA CARNARVON	Y	$ 154.55	$ 15.45	$ 170.00	120401090	Yes	Shire President accommodation (Carnarvon) 18-19 July 2026. Travelling Perth to Derby following Shire meetings.
22/07/2026	BP ROEBUCK ROADHOUSE 6708 BROOME	Y	$ 191.05	$ 19.10	$ 210.15	EX08	Yes	Shire CEO travel Broome to Derby fuel cost.
20/07/2026	BROOME INTERNATIONAL A BENTLEY	Y	$ 87.27	$ 8.73	$ 96.00	EX08	Yes	Parking fee for CEO while in Perth for Shire and External Stakeholder meetings 13/07/26 - 17/07/26
20/07/2026	Hospitality Geraldto Geraldton	Y	$ 192.37	$ 19.24	$ 211.61	120401090	Yes	Shire President accommodation (Geraldton) 17-18 July 2026. Travelling Perth to Derby following Shire meetings.
20/07/2026	Live Payments Barangaroo	Y	$ 31.31	$ 3.13	$ 34.44	EX08	Yes	Shire CEO travel from accommodation to airport 17 July 2026.
20/07/2026	UBER *TRIP HELP.UBER.COM Sydney	Y	$ 15.97	$ 1.60	$ 17.57	EX08	Yes	CEO charge from meeting room to attend KRG remotely while in Perth (Teams Meeting) 16.07.26
20/07/2026	UBER *TRIP HELP.UBER.COM Sydney	Y	$ 9.09	$ 0.91	$ 10.00	EX08	Yes	Shire CEO travel from meeting with Hon Hannah Beazley BA MLC to meet with Department of Planning, Lands and Heritage.
20/07/2026	DOME WESTRALIA PLAZA PERTH	Y	$ 47.73	$ 4.77	$ 52.50	EP0025	Yes	Refreshments for Shire CEO during meeting 15 July 2026.
20/07/2026	UBER *TRIP HELP.UBER.COM Sydney	Y	$ 14.15	$ 1.42	$ 15.57	EX08	Yes	Shire CEO travel to meeting 15 July 2026.
20/07/2026	UBER *TRIP HELP.UBER.COM Sydney	Y	$ 22.14	$ 2.21	$ 24.35	EX08	Yes	CEO travel charge from catch up with Jeff Gooding to accommodation 15.07.26
17/07/2026	UBER *TRIP HELP.UBER.COM Sydney	Y	$ 17.83	$ 1.78	$ 19.61	EX08	Yes	Shire CEO travel from accommodation to meet with Lotterywest 14 July 2026.
17/07/2026	UBER *TRIP HELP.UBER.COM Sydney	Y	$ 10.99	$ 1.10	$ 12.09	EX08	Yes	CEO travel charge from meeting with external stakeholders to accommodation 14.07.26
17/07/2026	UBER *TRIP HELP.UBER.COM Sydney	Y	$ 10.12	$ 1.01	$ 11.13	EX08	Yes	Shire CEO travel from meeting with City of South Perth to accommodation 14 July 2026.
16/07/2026	SQ *GUNAWARDENA FAMILY TR West Perth	Y	$ 23.20	$ 2.32	$ 25.52	EP0025	Yes	Refreshments for Shire CEO before meeting with Hon. John Carey MLA on 14 July 2026.

16/07/2026	UBER *TRIP HELP.UBER.COM Sydney	Y	$ 11.21	$ 1.12	$ 12.33	EX08	Yes	CEO charge from meeting with Commissioner Royce at David Malcolm Justice Centre to accommodation 13.07.26
15/07/2026	GreatEasternMTR LDG SA Rivervale	Y	$ 1,045.45	$ 104.55	$ 1,150.00	120401090	Yes	Shire President accommodation (Perth) 12-17 July 2026 to attend Shire meetings.
15/07/2026	Live Payments Barangaroo	Y	$ 37.90	$ 3.79	$ 41.69	EX08	Yes	Shire CEO travel from airport to accommodation - Perth 13 July 2026.
14/07/2026	Hospitality Geraldto Geraldton	Y	$ 190.00	$ 19.00	$ 209.00	120401090	Yes	Shire President accommodation (Geraldton) 11-12 July 2026. Travelling Derby to Perth for Shire meetings.
13/07/2026	WANEWSDTI OSBORNE PARK	Y	$ 29.09	$ 2.91	$ 32.00	121402410	Yes	Monthly subscription to The West Australian.
13/07/2026	CARNARVON MOTEL WA CARNARVON	Y	$ 163.64	$ 16.36	$ 180.00	120401090	Yes	Shire President accommodation (Carnarvon) 10-11 July 2026. Travelling Derby to Perth for Shire meetings.
13/07/2026	HOSPITALITY PL PORT HEDLAND	Y	$ 238.40	$ 23.84	$ 262.24	120401090	Yes	Shire President accommodation (Port Hedland) 9-10 July 2026. Travelling Derby to Perth for Shire meetings.
13/07/2026	VIRGIN AU WWW.VIRGINAUS	Y	$ 339.93	$ 33.99	$ 373.92	PC06	Yes	Flight from Perth to Broome 29 July 2026 for staff member on FIFO contract.
				TOTAL	$ 10,762.12			

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
Chief Executive Officer

signature

14 October 2026
Date

Card Holder : Jill Brazil

Date	Transaction Description	GST (Y/N)	Amount (GST Excl)	GST	Amount (GST Incl)	Account	Receipt Provided	Comments
27/07/2026	POST DERBY LPO DERBY	Y	$ 5.32	$ 0.53	$ 5.85	121402160	Yes	Registered post - Citizenship Ceremony official documents.
				TOTAL	$ 5.85			

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

Jill Brazil
Director Corporate Services

signature

14 October 2026
Date

Card Holder : Luke Lawrence

Date	Transaction Description	GST (Y/N)	Amount (GST Excl)	GST	Amount (GST Incl)	Account	Receipt Provided	Comments
12/08/2026	RLSSWA MOUNT CLAREMO	F	$ 187.00	0	$ 187.00	PC06	Yes	Staff training - Pool Lifeguard Renewal.
5/08/2026	BUDGET RENT A CAR MASCOT	Y	$ 183.39	$ 18.34	$ 201.73	EX08	Yes	Hire of car for Director Community Planning while in Perth for WALGA Planning Essentials Training. Wednesday 29 July 2026 to Saturday 1 August 2026.
				TOTAL	$ 388.73			

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

Luke Lawrence
Director Community Planning

signature

14 October 2026
Date

TOTAL PURCHASES FOR ABOVE STATED PERIOD	**$**	**11,156.70**
PAYMENTS AND OTHER CREDITS	**$**	**-**
INTEREST CHARGES	**$**	**-**
CLOSING BALANCE	**$**	**11,156.70**

Procurement Approval

Name	Tamara Clarkson
Position	Chief Executive Officer
Date	14 October 2026
Signature	

Reconciliation Processed

Name	Ashlee Doust
Position	Accounts Payable Officer
Date	23/09/2026
Signature	

Reconciliation Certified

Name	Lavenia Ratabua
Position	Senior Finance Officer
Date	23/09/2026
Signature	

16 COMMUNITY SERVICES

16.1 DERBY NETBALL ASSOCIATION - LICENCE AGREEMENT 2026 TO 2028

File Number: **ARG/N144**

Author: **Santana Altham, Manager Community Development**

Responsible Officer: **Luke Lawrence, Director Community Planning**

Authority/Discretion: **Executive**

SUMMARY

This report Council's endorsement of the draft user agreement between Shire of Derby/West Kimberley (SDWK) and Derby Netball Association Inc. (the Association) for the use of the undercover courts and the community room at the Derby Recreation Centre from 1 July 2026 to 30 June 2028.

DISCLOSURE OF ANY INTEREST

Author has declared an impartiality interest as they are a member of Derby Netball Association.

Nil by Responsible Officer.

BACKGROUND

Prior to 2024, the Association utilised the undercover courts at the Derby Recreation Centre on an informal basis without a structured booking arrangement. As participation increased and program offerings expanded, it was identified that there were conflicts of interest and a need for clearer arrangements. Through this process it became evident that a formal licence agreement was required to specify usage days, times and space allocations.

To support this transition, the Association was required to maintain appropriate governance practices, including operating under an incorporated committee, complying with the *Associations Incorporation Act 2015*, and implementing administrative processes to support its activities. The Shire provided subsidised access during this period to allow the Association time to consolidate its governance arrangements and build operational capacity.

In 2025, a formal licence agreement was introduced between the Association and the Shire. The agreement outlined the days and times the Association had access to the undercover courts and community room, including junior and senior training sessions, competition nights and development workshops.

The Association has now requested continuation of its structured access for a two-year period from 1 July 2026 to 30 June 2028.

STATUTORY ENVIRONMENT

The *Associations Incorporation Act (WA) 2015* applies to the operation of Derby Netball Association Inc.

Part 6, division 5 of the *Local Government Act 1995* deals with financing local government activities. Subdivision 2 deals specifically with setting fees and charges.

POLICY IMPLICATIONS

Nil.

FINANCIAL IMPLICATIONS

Licence agreements offer community-based sporting groups the opportunity to secure regular facility bookings at a subsidised rate. This arrangement benefits both the Shire, which recovers a portion of facility operating costs, and the community, which enjoys continued access to important recreational activities.

The total value of this licence agreement (the Agreement) is $4,628 (including GST). The fee is calculated on a rate of $2,314 (including GST) per annum and applied on a pro-rata basis in accordance with the Shire's adopted Schedule of Fees and Charges.

The fee is payable in two instalments:

- $2,314 from the commencement date
- $2,314 from 1 July 2027.

The annual fee may change in line with Council's annual review of the Schedule of Fees and Charges. Any changes will be applied to the remaining term of the Agreement.

Additional usage beyond the agreed allocations will be charged according to the hourly or daily rates outlined in the adopted Schedule of Fees and Charges. Additional usage beyond the permitted times will be charged according to the hourly or daily rates outlined in the adopted Schedule of Fees and Charges.

RISK	LIKELIHOOD	CONSEQUENCE	RISK ANALYSIS	MITIGATION
Organisation's Operations: Shire programs and public access may be limited during netball bookings.	Likely	Minor	High	Schedule bookings to balance the needs of user groups and ensure safe and equitable access.
Reputation: Perceived preferential treatment due to subsidised fee may alienate other user groups.	Likely	Minor	High	Communicate booking availability and ensure transparency in allocation processes.

Reputation: Failure to approve the user agreement may negatively impact the relationship between the Shire and the Association.	Almost Certain	Moderate	High	Approve a realistic and workable user agreement that supports recreation.
People Health & Safety: Overcrowding or excessive use may increase the risk of incidents.	Likely	Moderate	Medium	Monitor usage and ensure the Association have risk management processes in place.

STRATEGIC IMPLICATIONS

OUTCOME	OBJECTIVE	WE WILL
3. Community health and wellbeing	3.2 Grow participation in sport and recreation activities	3.2.1 Recognise and promote the economic potential of the district

RISK MANAGEMENT CONSIDERATIONS

CONSULTATION

Discussions were held between the Manager Community Development and representatives of the Derby Netball Association to gather required information and update the Agreement.

COMMENT

The Shire is seeking to establish a two-year licence agreement with the Association for access and usage of the undercover courts and community room. The Agreement is expected to come into effect from 1 July 2026. This agreement attempts to balance court usage and availability for the Association and general public users.

The Association is requesting the following access between 1 July 2026 and 30 June 2028.

- Undercover courts (Court 1 and Court 2) each Wednesday from 2.00pm to 5.00pm for junior programs.
- Undercover courts (Court 1 and Court 2) each Wednesday from 5.00pm to 9.00pm for senior programs.
- Community room access for twelve occasions per year.
- Usage not exceeding an average of eight hours per week across the term of the agreement.

The Arrangement reflects the Association’s historical usage and provides structured access that supports program delivery while ensuring the Shire maintains balanced availability for other user groups.

The Association continues to provide valuable opportunities for physical activity and community participation. While not formally engaging with the Association, these activities also attract siblings and parents who utilise the precinct during netball sessions. The licence agreement formalises access, supports the Association's operations and ensures the Shire can manage facility scheduling effectively.

A copy of the proposed draft Licence Agreement has been provided as Attachment 1.

VOTING REQUIREMENT

Simple majority

ATTACHMENTS

1. **Draft Licence Agreement to use Community Facility - SDWK and Derby Netball Association Inc. 2026 to 2028**

RESOLUTION 119/26

Moved: Deputy President Kerrissa O'Meara
Seconded: Cr Val Ross

That Council ENDORSES the Draft Licence Agreement to use Community Facility - SDWK and Derby Netball Association Inc. for the use of the undercover courts and the community room at the Derby Recreation Centre from 1 July 2026 to 30 June 2028.

In Favour: *Peter McCumstie, Kerrissa O'Meara, Lachie Carracher, Adam Cornish, Trish Gault, Val Ross, Laurie Shaw and Leah Umbagai.*

Against: *Nil.*

CARRIED 8/0

Licence Agreement to use Community Facility

Between Shire of Derby/West Kimberley,
and Derby Netball Association Inc.

Derby Recreation Centre
61 Ashley Street, Derby WA 6728

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Parties

Shire of Derby/West Kimberley, a body corporate pursuant to the *Local Government Act 1995* of PO Box 94, Derby, Western Australia (**Shire**)

Derby Netball Association Inc., a community-based sporting organisation pursuant to the *Associations Incorporation Act 2015* of PO Box 1187, Derby, Western Australia, 6728. **(Licensee)**

Background

A The Shire owns or manages the Land which includes the Community Facility.

B The Shire has agreed to grant to the Licensee the right to use and occupy the Licensed Area subject to the terms and conditions contained in this Licence.

Operative provisions

1 Definitions and interpretation

Definitions

1.1 In this Licence the following definitions apply:

Authorised Persons means:

(a) an agent, employee, licensee, contractor or invitee of the Licensee;

(b) any person visiting the Licensed Area with the express or implied consent of any person referred to in paragraph (a) of this definition;

(c) any person claiming under or through the Licensee.

Authorised Use is defined in Item 9 of Schedule 1.

Commencement Date is defined in Item 6 of Schedule 1.

Community Facility is defined in Item 1 of Schedule 1.

Council means the council of the Shire.

Default Interest Rate means 10% per annum above the Reserve Bank of Australia target cash rate from time to time.

End Date is defined in Item 8 of Schedule 1.

Event of Default means any of the events or occurrences set out in clause 18.1 of this Licence.

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.

Land is defined in Item 2 of Schedule 1 and where the context so requires includes the Community Facility.

Laws mean all statutes, rules, regulations, proclamations, ordinances, local laws, or by-laws present or future and includes applicable Australian Standards and Codes of Practice as varied from time to time.

Licence means this agreement and the Schedules and, where applicable, any appendices, plans or other attachments to this agreement as amended from time to time.

Licensed Area is defined in Item 3 of Schedule 1.

Licence Fee is defined in Item 4 of Schedule 1.

Minister means Minister for Lands.

Occupiers mean any person (other than the Licensee) with a right to use any part of the Land from time to time.

Party or Parties means respectively a party or parties to this Licence.

Plant and Equipment means the plant and equipment used in connection with the provision of any utilities or services or the heating, cooling, lighting, power or plumbing for the Licensed Area.

Relevant Authority means any government, statutory, public or other authority or body having jurisdiction over the Land or any matter or thing relating to the Land on the Land.

Requirements mean any requirements, notices, orders or directions of any Relevant Authority.

Review Dates is defined in Item 5 of Schedule 1.

Special Conditions means the special conditions set out in Schedule 2.

Term is defined in Item 7 of Schedule 1.

Written Law has the same meaning given to that term in the *Interpretation Act 1984* (WA) as varied from time to time

Interpretation

1.2 In the interpretation of this Licence, the following provisions apply unless the context otherwise requires:

1.2.1 Headings are inserted for convenience only and do not affect the interpretation of this Licence.

1.2.2 A reference in this Licence to a business day means a day other than a Saturday, Sunday or public holiday in Perth, Western Australia.

1.2.3 If the day on which any act, matter or thing is to be done under this Licence is not a business day, the act, matter or thing must be done on the next business day.

1.2.4 A reference in this Licence to dollars or $ means Australian dollars and all amounts payable under this Licence are payable in Australian dollars.

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1.2.5 A reference in this Licence to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.

1.2.6 A reference in this Licence to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced.

1.2.7 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Licence.

1.2.8 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.

1.2.9 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

1.2.10 A word which denotes the singular also denotes the plural, a word which denotes the plural also denotes the singular, and a reference to any gender also denotes the other genders.

1.2.11 A reference to the word 'include' or 'including' is to be construed without limitation.

1.2.12 Any schedules and attachments form part of this Licence.

2 Grant of Licence

2.1 The Shire grants to the Licensee, subject to the consent of the Minister (where relevant) and the Licensee accepts, a licence to use the Licensed Area for the Term from the Commencement Date to the End Date solely for the Authorised Use on the terms and conditions of this Licence.

2.2 The rights under this Licence are in contract only and no estate or interest in the Licensed Area is conferred on the Licensee by this Licence.

2.3 This Licence shall relate only to the Licensed Area and the Shire shall at all times be entitled to use, occupy and deal with the remainder of the Land and the Community Facility without reference to the Licensee.

3 Conditions Precedent

Local Government Condition

3.1 This Licence is subject to and expressly conditional on the Shire complying with the procedures set out in section 3.58 of the *Local Government Act 1995* (WA) relating to disposal of property.

Land Administration Act

3.2 If the Land is subject to the provisions of the *Land Administration Act 1997* (WA) then this Licence is subject to and expressly conditional on the Minister granting his or her consent to this Licence.

Best Endeavours

3.3 The Parties covenant and agree that where relevant, the Parties will each use their best endeavours to satisfy the conditions precedent in clauses 3.1 and 3.2.

Costs

3.4 The Shire will bear all costs associated with satisfying the conditions precedent in clauses 3.1 and 3.2.

Refusal or granted subject to conditions

3.5 If any approval:

3.5.1 is refused; or

3.5.2 granted subject to a condition that the Licensee in its reasonable opinion is unable to comply with, and the Licensee within 10 business days after being notified of the condition elects, by notice in writing to the Shire, to withdraw from this Licence;

3.6 then, this Licence, except this clause, ceases to have effect and no party has any claim against the other party.

4 Licence Fee

4.1 The Licensee must pay the annual Licence Fee to the Shire on the Commencement Date and on each first day of July following the Commencement Date without any deduction or set-off by way or direct payment to the Shire or as the Shire may direct.

4.2 The first payment of the Licence Fee must be paid to the Shire on the Commencement Date and will be calculated on a pro-rata basis so that the Licensee pays the Licence Fee for the period from the Commencement Date to the first 30 June during the Term of this Licence.

5 Licence Fee Review

5.1 On a Review Date the Licence Fee shall be reviewed in accordance with the provisions of clauses 5.2 to 5.5 (inclusive).

Licence Fee Review

5.2 With effect from each Review Date, the Shire shall review the Licence Fee so that it is an amount determined or calculated in accordance with the then current Shire of Derby/West Kimberley adopted annual Fees and Charges for licensing of Shire assets (facilities, buildings and land) and in line with Policy ES5 and any other relevant Policies, which have been passed by resolution of Council.

5.3 The Shire shall give the Licensee a notice setting the Licence Fee, however the failure of the Shire to give such a notice before the Review Date does not preclude the Shire from giving such a notice in respect of that Review Date at any later time.

Payment of Reviewed Licence Fee

5.4 The Licensee will be liable to pay the reviewed annual Licence Fee from the relevant Review Date whether or not the Shire has notified the Licensee of the amount to which the annual Licence Fee has been varied.

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5.5 If the Shire has not given notice of the reviewed annual Licence Fee to the Licensee and the Licensee continues to pay Licence Fee at the rate of the current annual Licence Fee until the Shire notifies the Licensee of the reviewed annual Licence Fee, the Licensee will not be in default for non-payment of Licence Fee provided that when the Shire notifies the Licensee of the amount of the reviewed annual Licence Fee, any necessary adjustment is made within 10 business days of service of the Licence Fee review notice.

6 Licensee Covenants

Use

6.1 The Licensee must not use or permit the Licensed Area to be used for any purpose other than the Authorised Use.

Improvements and Additions

6.2 The Licensee must not erect, construct, build, install or bring any buildings or structures of a permanent nature on the Licensed Area or make any other alterations, additions or improvements on the Licensed Area except in accordance with clause 13 of this Licence.

6.3 Unless otherwise agreed in writing, every building and fitting, fixture or structure erected, fixed or placed upon the Licensed Area shall become the absolute property of the Shire and shall not be removed from the Licensed Area or moved to any other part of the Land except with the prior written consent of the Shire.

Maintenance

6.4 The Licensee must:

6.4.1 maintain the Licensed Area in a good condition and state of repair, except in respect of:

(i) fair wear and tear; and

(ii) damage which is or will be reinstated from the proceeds of insurance;

6.4.2 promptly repair any damage to the Licensed Area for which the Licensee is responsible to the satisfaction of the Shire;

6.4.3 keep the Licensed Area clean and free from rubbish;

6.4.4 not do or omit to do anything which might cause the Licensed Area to deteriorate or become impaired except for fair wear and tear, to be obstructed, or to be in a condition other than a good and sanitary condition;

6.4.5 not without the Shire's prior consent, interfere with or modify the electricity supply or its reticulation, or install any electrical equipment on the Licensed Area which might overload the cables, switchboards or sub-boards through which electricity is connected to the Licensed Area;

6.4.6 not without the Shire’s prior written consent interfere with or modify the drainage or water supply facilities (if any) serving the Licensed Area or any equipment connected to such facility;

6.4.7 not without the Shire's prior consent, erect or place on or in the Licensed Area any radio or television aerial or antenna;

6.4.8 keep all roads, driveways and access ways (if any) on the Land free of rubbish and debris and ensure that they are not obstructed; and

6.4.9 if this Licence is in respect of the whole of the Land, maintain all roads, driveways and access ways (if any) on the Licensed Area.

Report to the Shire

6.5 The Licensee shall report promptly to the Shire in writing:

6.5.1 all damage or defects in the Licensed Area of which the Licensee is or ought to be aware; and

6.5.2 any circumstances likely to be a danger or cause any damage or danger to the Licensed Area and the Licensee's fixtures or any person in or on the Licensed Area and the Licensee's fixtures of which the Licensee is aware.

6.6 The Licensee must also report all damage, defects or maintenance requests or suggestions to the Shire by submitting an email with the relevant information to sdwk@sdwk.wa.gov.au

Nuisance

6.7 The Licensee must take all reasonable precautions against the outbreak of fire on the Licensed Area and to permit the entry of the Shire its officers and servants or agents on to the Licensed Area for the purpose of abating any fire on or in the vicinity of the Licensed Area.

6.8 The Licensee shall not do or permit anything to be done on or in relation to the Land, which may be or may become a danger or a nuisance to the Shire or other persons authorised by the Shire to enter or use the Land or to the owner or occupier of any adjoining or nearby land.

Unlawful Activities

6.9 The Licensee must not do or carry on in the Licensed Area any activity which might be harmful, offensive or illegal, or cause a nuisance, damage or disturbance to the Shire or the Occupiers or the owners or occupiers of any nearby properties.

Rubbish

6.10 The Licensee must not:

6.10.1 place any rubbish on or in any part or the Licensed Area except in a suitable receptacle; or

6.10.2 burn any rubbish in or on the Licensed Area.

Floor Overloading

6.11 The Licensee must not do any act or thing which might result in overloading any part of the floor of the Licensed Area.

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Goods and Chemicals

6.12 The Licensee must not:

6.12.1 except for reasonable quantities for normal applications in connection with the Authorised Use of the Licensed Area, bring onto, store or use any chemical or inflammable substance in or on the Licensed Area; and

6.12.2 store goods on or in the Licensed Area other than those necessary for the Authorised Use.

6.13 On request, the Licensee must supply the Shire with material safety data sheets for any chemicals or inflammable substance which the Licensee is permitted to bring onto, store or use in or on the Licensed Area under clause 6.12.1 of this Licence.

Signs, advertisements or notices

6.14 The Licensee must not display from or affix to the Licensed Area any signs, advertisements or notices visible from outside the Licensed Area without the prior consent of the Shire which the Shire may not unreasonably withhold in the case of a notice:

6.14.1 stating the Licensee's name; and

6.14.2 affixed in a place immediately adjacent to the Licensed Area.

6.15 If approved, the signage, advertisement or notice must be secured in a substantial and proper manner so as not to cause any damage to the Community Facility or any person and the Licensee must at the end or earlier termination of the Term remove the signage, advertisement or notice and make good any damage.

Inspection by the Shire

6.16 The Licensee must permit the Shire to inspect the Licensed Area at all reasonable times.

Public Events

6.17 The Licensee must not hold any public event at the Licensed Area except with the prior written consent of the Shire and the Minister (where relevant).

Annual General Meeting

6.18 On the Commencement Date and on each 1 January during the Term of this Licence, if the Licensee is a community or sports organisation, the Licensee must provide the Shire with a copy of the minutes of each Annual General Meeting, an end of year financial statement report, and also provide updated contact details for each of the persons holding the positions of President, Vice President, Secretary and Treasurer in the community or sports organisation.

Toilets

6.19 The toilets, sinks and drains shall be used for their designed purposes only and the Licensee must keep them clear and unobstructed and ensure no substance is deposited into them which could damage or block them.

7 Licensee to pay for utilities and services

Utilities and services separately assessed

7.1 In accordance with the proportions outlined in Schedule 2 (Special Conditions) the Licensee must pay to the Shire within 30 days of issue of a tax invoice or, if demand is made by a service provider, the service provider all charges for water, gas, electricity, telephones and other utilities or services, including line charges and the cost of installation of any meter, wiring or other device necessitated by the use of a utility and service or rubbish collection charges which are separately charged or assessed in respect of the Licensed Area or the Licensee.

Utilities and services not separately assessed

7.2 In accordance with the proportions outlined in Schedule 2 (Special Conditions) where any charges for water, gas, electricity, telephones and other utilities or services, including line charges and the cost of installation of any meter, wiring or other device necessitated by the use of a utility and service or rubbish collection charges are not separately charged or assessed in respect of the Licensed Area or the Licensee then, the Licensee must pay to the Shire within 30 days of issue of a tax invoice such fair proportion of those utilities and services as determined by the Shire (acting reasonably).

8 Comply with Laws

8.1 The Licensee must promptly observe and comply in all respects with all Laws, Requirements and rules relating to the Land and the Community Facility and the Licensee's use of it.

9 Risk

9.1 The Licensee agrees to occupy and use the Licensed Area at the Licensee's sole risk.

10 Insurance

Public Risk insurance

10.1 The Licensee must during the Term, effect and maintain adequate public risk insurance cover applicable to the Licensee's use of the Licensed Area for at least $20,000,000 (being the amount which may be paid out arising from any single accident or event) or any increased amount that the Shire may from time to time require.

10.2 The Licensee must supply the Shire with a certificate of currency from the insurer at the commencement of this agreement and annually when insurance is renewed by the Licensee.

Licensee's Obligation to effect other insurances

10.3 In addition to public risk insurance, the Shire may at any time require the Licensee by notice in writing to effect and maintain other policies of insurance relating to the Licensed Area and the Licensee's fixtures or contents or otherwise as reasonably required by the Shire from time to time, including policies of insurance for:

10.3.1 employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Licensee employed in or about the Licensed Area;

10.3.2 any other matter or thing which the Shire reasonably requires by notice to the Licensee.

10.4 If the Shire has issued a written notice to the Licensee to effect other insurance under clause 10.3, the Licensee must:

10.4.1 supply to the Shire the current details of all insurance effected in accordance with this clause, including copies of certificates of insurance or policy documents and receipts for premiums as updated, amended or varied from time to time;

10.4.2 not without the Shire's prior consent, alter the terms or conditions of any policy; and

10.4.3 ensure that each policy of insurance includes a provision for cross liability and waiver of subrogation rights in favour of the Shire.

Licensee not to invalidate insurance

10.5 The Licensee must not by any act or omission cause or allow anything to be done which might result in any insurance policy effected under this Licence or in respect of the Licensed Area and the Licensee's fixtures becoming void or voidable or which might increase the premium on any policy.

11 Limit of Shire's liability

No warranties or representations

11.1 The Licensee acknowledges and agrees that:

11.1.1 all the Licensee's fixtures and other Licensee's property in or on the Licensed Area shall be at the sole risk of the Licensee during the Term and the Shire shall not be liable for any claim, loss or damage that the Licensee may suffer as a result of:

(i) any fault in the construction or state of repair of the Licensed Area, the Licensee's fixtures or the Shire's fixtures;

(ii) any defect in any of the Plant and Equipment;

(iii) any flow, overflow, leakage or breakdown of any water, air-conditioning, gas, power or other source of energy whether from the Licensed Area or otherwise;

11.1.2 the Licensee has not relied on any representation or warranty of the Shire in entering into this Licence and, for this purpose, the Licensee acknowledges that:

(i) the Licensee has relied on the Licensee's own skill and judgment and has made the Licensee's own enquiries in determining the suitability of the Licensed Area for the Authorised Use; and

(ii) the Licensee's occupation of the Licensed Area is conclusive evidence of the Licensee's acceptance of the Licensed Area as being in good order, repair and condition at the Commencement Date.

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Shire Not Liable

11.2 The Shire is not liable to the Licensee and the Licensee will not make a claim against the Shire in respect of any liability resulting from any accident, death, injury, damage to any property (including water damage), equipment, or machinery malfunction, interruption of services, theft or other event of a similar nature in or affecting or the Licensed Area.

Licensee acts at own risk

11.3 Unless this Licence provides otherwise, whenever the Licensee is obligated or required by this Licence to do or omit to do any act or thing, the doing or the omission of the act or thing will be at the sole risk and expense of the Licensee.

12 Indemnity and release

General indemnity

12.1 The Licensee indemnifies, and shall keep indemnified the Shire and the Minister against all actions, losses, claims, damages, proceedings, suits, demands, costs and expenses for which the Shire or the Minister become liable in respect of loss or damage to property or death or injury of any nature and however or wherever sustained:

12.1.1 which are caused or contributed to by the use or occupancy of the Licensed Area by the Licensee or any Authorised Persons;

12.1.2 resulting from an act or omission of the Licensee; or

12.1.3 resulting from a notice, claim or demand against the Licensee to do or refrain from doing anything except to the extent that the Shire is obliged by this Licence to pay for or contribute to the cost of compliance with the notice, claim or demand and fails to do so.

Nature of indemnity

12.2 The obligation of the Licensee to indemnify the Shire and the Minister under this Licence or at law is not affected by the obligation of the Licensee to effect insurance and all indemnities shall survive the termination of this Licence.

13 Alterations by the Licensee

13.1 The Licensee must obtain the Shire's prior written approval (as distinct from any consent that the Licensee may require from the Shire as Relevant Authority) if the Licensee wishes to carry out any work not provided for in any plans previously approved by the Shire.

13.2 The Shire may in its absolute discretion decline consent, or may require a variation of this licence or require a new licence be entered into at the cost of the Licensee to record any such alteration.

13.3 For the avoidance of any doubt, the Licensee must obtain and comply with all necessary consents and will be responsible for all costs in carrying out any approved alterations and must comply with the Shire's reasonable directions in carrying out any work.

14 Assignment

14.1 The Licensee shall not transfer or assign or sub-licence its rights under this Licence except with the prior written consent of the Shire and the Minister (where relevant), which may be withheld at the absolute discretion of the Shire or the Minister.

15 Costs

Costs

15.1 The Licensee must pay or reimburse the Shire on demand for all the Shire's reasonable costs and expenses (including the Shire's legal and consultancy costs and expenses) in relation to:

15.1.1 the exercise or enforcement by the Shire of any right under this Licence;

15.1.2 any act or omission by the Licensee causing cost or expense to the Shire; and

15.1.3 obtaining or giving any consent or approval under this Licence, or a variation or surrender of this Licence.

Duty and other costs

15.2 The Licensee must pay or reimburse the Shire on demand for all duty, taxes, levies, charges and fees, and fines and penalties in respect of any of them, which may be payable in connection with this Licence.

Interest on other moneys

15.3 If any monies payable by the Licensee remain unpaid for 30 days after their due date then the Licensee shall pay to the Shire interest on those payments at the Default Interest Rate calculated from their due date to the date of payment and such interest shall be compounded monthly.

16 GST

16.1 All fees and charges under this Licence are exclusive of GST unless stated otherwise. If GST is payable on any supply made under this Licence, the Licensee must pay the applicable GST amount to the Shire at the same time as the relevant payment. Terms used in this clause have the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999*.

17 Shire's covenants

Shire's responsibility for repairs and maintenance

17.1 The Shire must keep and maintain the building, all building services and the Shire's improvements on the Land in good order and condition but the Shire shall not be liable or responsible for any:

17.1.1 repair or maintenance of any alterations carried out by the Licensee in accordance with clause 13;

17.1.2 repair or maintenance which the Licensee is responsible for under the terms of this Licence; or

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17.1.3 repair or maintenance that is not reasonably necessary for the Licensee's use of the Licensed Area as determined by the Shire (acting reasonably).

17.2 Unless otherwise provided in this Licence, the Shire is responsible for organising and paying for annual pest control inspections, servicing of fire extinguishers, exit lights, security lights, fire hydrants, air conditioners (not owned by the Licensee) and recertification of any fall arrest systems located in the Community Facility.

Shire's Right of Access

17.3 The Shire and the Shire's employees and contractors may at all reasonable times (and at any time in the case of an emergency) enter the Licensed Area with all necessary equipment to carry out repairs, maintenance or improvements to the Licensed Area (or adjacent areas), including to:

17.3.1 carry out any repairs or maintenance to the building or building services on the Land that is not the Licensee's responsibility under the terms of this Licence;

17.3.2 construct new structures on the Licensed Area;

17.3.3 alter, add to, extend, reduce the size of, or otherwise modify, existing structures on the Licensed Area; or

17.3.4 carry out any other works that the Shire considers necessary.

Shire's right to remedy default

17.4 The Shire may, if the Licensee is in default of any repair notice given by the Shire under this Licence or, if any repairs that the Licensee is responsible for under this Licence are required to be undertaken as a matter of urgency then, without prejudice to the Shire's rights under this Licence, the Shire and the Shire's employees and contractors with all necessary equipment at all reasonable times may enter the Licensed Area to carry out such works and the costs of carrying out such works shall be payable by the Licensee to the Shire on demand.

Shire's right to deal with Land

17.5 The Shire may grant easements of support or any other easements or similar rights over any part of the Land or the Licensed Area or dedicate, transfer or otherwise deal with any part of the Land or the Licensed Area in favour of another person for any reason whatsoever.

No undue interference

17.6 In exercising the Shire's rights in clause 17.3 to clause 17.5 (inclusive), the Shire must use its reasonable endeavours not to cause any undue interference with the Authorised Use but in no event will the Shire be responsible for any compensation or liable for any loss suffered by the Licensee.

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18 Events of Default

Default

18.1 An event of default occurs if:

18.1.1 the Licence Fee is at any time unpaid for 30 days after becoming due whether formally demanded or not;

18.1.2 the Licensee fails to comply with any of its other obligations under this Licence and that failure is not, in the reasonable opinion of the Shire, remediable;

18.1.3 the failure described in clause 18.1.2 is remediable, and the Licensee does not remedy the failure within 30 days, or a longer period reasonably determined by the Shire after receipt by the Licensee of a notice from the Shire specifying the failure;

18.1.4 in the event of insolvency, receivership, bankruptcy or liquidation of the Licensee; or

18.1.5 if the Licensee makes or enters into or endeavour to make or enter into any composition assignment or other arrangement with or for the benefit of the Licensee's creditors.

Shire's right to terminate

18.2 If an event of default occurs, the Shire may terminate this Licence by written notice to the Licensee.

Other rights of Shire

18.3 Any action taken by the Shire under clause 17 is without prejudice to any other rights of the Shire and does not release the Licensee from liability under this Licence.

18.4 Access to Derby Recreation Centre outside approved times - The Licensee acknowledges that the Derby Recreation Centre forms part of the Shire's community infrastructure and except during the Approved Program Times allocated under this Licence, the Shire may permit public use, bookings, programs or any other activities at the Derby Recreation Centre at its discretion. For the avoidance of doubt, the Licensee's rights to the Derby Recreation Centre facilities are non-exclusive and apply only during the Approved Program Times.

19 Termination

Licensed Area

19.1 At the end or earlier termination of this Licence, the Licensee must ensure that the Licensed Area is in a condition consistent with the compliance of the Licensee's obligations during the Term and deliver to the Shire all keys, access cards and other security devices for the Licensed Area.

Removal of Licensee's fixtures, fittings and chattels

19.2 At the end or earlier termination of this Licence, the Licensee must remove all the Licensee's chattels and, if required by the Shire, any fixture, fitting or structure erected by the Licensee during the Term, and make good at the Licensee's cost any resulting damage and if not removed within five business days or a longer period as reasonably determined by the Shire after the date of termination, ownership of those chattels, fixtures, fittings and structures may

at the Shire's election pass to the Shire or the Shire may in a proper and workmanlike manner remove them from the Licensed Area and either store them or forward them to a refuse collection centre.

19.3 The cost of making good the resulting damage and the cost of removal, storage and disposal shall be recoverable from the Licensee as a debt due on demand and the Shire shall not be responsible for any compensation or liable for any loss suffered by the Licensee.

Survival

19.4 The covenants contained in this Licence which expressly or impliedly survive termination shall remain in full force and effect after the termination of this Licence without limit in time and shall not be or be deemed to be waived, merged or extinguished upon such termination.

20 Disputes

Mediation

20.1 If a dispute arises in relation to this Licence, either Party may give the other a notice requiring that an attempt be made to resolve the dispute with the help of a mediator to be appointed jointly by the Parties.

20.2 If the Parties do not agree on a mediator within seven days after the notice is given, either Party is entitled to ask the Australian Commercial Disputes Centre (ACDC) or such other body that has similar powers at the time of the dispute to appoint the mediator.

20.3 The mediation is to be conducted in accordance with the procedure set out in the ACDC Commercial Mediation Agreement or, if at the relevant time there is no such agreement or an agreement substituted for it, in accordance with the procedure determined by the mediator in consultation with the Parties. Each of the Parties must co-operate fully with the mediator.

20.4 The Parties must each pay an equal share of the fees and expenses to which the mediator is entitled.

Arbitration

20.5 If the dispute has not been resolved by mediation under clause 20.3 within two months of a party requiring mediation, either Party may give the other Party a notice requiring that a dispute be resolved by arbitration under the *Commercial Arbitration Act 2012* (WA) by an arbitrator appointed jointly by the Parties.

20.6 If the Parties do not agree on an arbitrator within seven days after the notice of arbitration is given, either Party is entitled to ask the ACDC or such other body that has similar powers at the time of the dispute to appoint the arbitrator.

20.7 The arbitration must be conducted in accordance with the *Commercial Arbitration Act 2012* (WA). Each of the Parties must co-operate fully with the arbitrator.

20.8 Either Party is entitled to appeal to the Court of competent jurisdiction on any question of law arising out of an award.

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Right to seek injunctions

20.9 For the avoidance of any doubt, nothing in this clause 20 shall be construed as limiting the rights of either Party to seek urgent injunctive orders from a Court of competent jurisdiction to restrain the other Party from an ongoing or repetitive breach of this Licence where an order for damages would not be an adequate remedy.

21 Holding Over

21.1 If the Licensee continues to use the Licensed Area after the expiry of the Term with the consent of the Shire, the Licensee will be a monthly licensee of the Shire at the same rate as the then Licence Fee payable by the Licensee immediately prior to expiry of the Term.

22 Notices

Giving notices

22.1 Any notice or communication given to a Party under this Licence is only given if it is in writing and sent in one of the following ways:

22.1.1 Delivered or posted to that Party at its address and marked for the attention of the relevant department or officer (if any) set out below.

22.1.2 Emailed to that Party at its email address and marked for the attention of the relevant department or officer (if any) set out below.

The Shire

Name:	Shire of Derby/West Kimberley
Address:	Post Office Box 94, Derby WA 6728
Email:	sdwk@sdwk.wa.gov.au
Attention:	Manager Community Development

The Licensee

Name:	Derby Netball Association Inc.
Address:	Post Office Box 1187, Derby WA 6728
Email:	derbynetballassoc@gmail.com
Attention:	President

Change of physical or email address

22.2 If a Party gives the other Party three business days' notice of a change of its address or email address, any notice or communication is only given by that other Party if it is delivered, posted or emailed to the latest address.

Time notice is given

22.3 Any notice or communication is to be treated as given at the following time:

22.3.1 If it is delivered, when it is left at the relevant address; or

22.3.2 If it is sent by post, five business days after it is posted; or

22.3.3 If it is sent by email, as soon as the sender receives from the sender's email address, a report of an error free transmission to the correct email address.

22.4 However, if any notice or communication is given, on a day that is not a business day or after 5pm on a business day, in the place of the Party to whom it is sent it is to be treated as having been given at the beginning of the next business day.

Copies of notices etc

22.5 If a Party is required by any term of this Licence to give a copy of any notice or communication to a person, the failure to give the copy of it to the person may not be raised to rebut that it was effectively given.

23 Special Conditions

23.1 The Parties acknowledge and agree that the Special Conditions (as provided in Schedule 2) form part of this Licence.

23.2 In the event that the Special Conditions are inconsistent with the terms of the Licence, then the Special Conditions shall prevail to the extent of such inconsistency.

24 Discretion of the Shire in its capacity as a Relevant Authority

24.1 Nothing in this Licence shall fetter or be construed as an attempt to fetter the discretion or the powers of the Shire in its capacity as a Relevant Authority under any Written Law and in particular does not fetter the Shire in its capacity as a Relevant Authority with regard to the approval or imposition of conditions on any approval required for the development of the Land or carrying out of any alterations, additions or improvements on the Licensed Area in accordance with the terms of this Licence.

25 Miscellaneous

Approvals and consents

25.1 Unless this Licence expressly provides otherwise, a Party may give or withhold an approval or consent in that Party's absolute discretion and subject to any conditions determined by the Party. A Party is not obliged to give its reasons for giving or withholding a consent or approval or for giving a consent or approval subject to conditions.

25.2 Where this Licence refers to a matter being to the 'satisfaction' of a Party, this means to the satisfaction of that Party in its absolute discretion.

Entire agreement

25.3 This Licence contains everything the Parties have agreed in relation to the subject matter it deals with. No Party can rely on an earlier written document or anything said or done by or on behalf of another Party before this Licence was executed.

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Further acts

25.4 Each party must at its own expense promptly execute all documents and do or use reasonable endeavours to cause a third party to do all things that another Party from time to time may reasonably request in order to give effect to, perfect or complete this Licence and all transactions incidental to it.

Governing law and jurisdiction

25.5 This Licence is governed by the law of Western Australia. The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The Parties will not object to the exercise of jurisdiction by those courts on any basis.

Joint and individual liability and benefits

25.6 Except as otherwise set out in this Licence, any agreement, covenant, representation or warranty under this Licence by two or more persons binds them jointly and each of them individually, and any benefit in favour of two or more persons is for the benefit of them jointly and each of them individually.

Severability

25.7 Each provision of this Licence is individually severable. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction it is to be treated as being severed from this Licence in the relevant jurisdiction, but the rest of this Licence will not be affected. The legality, validity and enforceability of the provision in any other jurisdiction will not be affected.

Counterparts

25.8 This Licence may be executed in any number of counterparts each of which is an original and all of which constitute one and the same agreement.

Variation

25.9 No variation of this Licence will be of any force or effect unless it is in writing and signed by each Party to this Licence.

Waivers

25.10 A waiver of any right, power or remedy under this Licence must be in writing signed by the Party granting it. A waiver is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

25.11 The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Licence does not amount to a waiver.

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Execution and date

Executed as an agreement on the _____ (day) _____ (month) _____ (year).

Shire of Derby/West Kimberley Representative

_____ _____
Name Signature

_____ _____
Position Date

Derby Netball Association Inc. Representative

_____ _____
Name Signature

_____ _____
Position Date

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Schedule 1 - Items

Item 1 **Community Facility**

Derby Recreation Centre – Undercover Courts, Community Room and Storage Cage 2.

61 Ashley Street, Derby WA 6728

Item 2 **Land**

A portion of Reserve 6929 comprised in Lot 500 on Loch Street. [PM1]

Item 3 **Licensed Area**

The Licensee has access to areas as depicted and outlines on the plan attached to this Licence as Schedule 4.

Date Range	Provision
1 July 2026 – 30 June 2028	Provision of facility use for Junior programs and competitions. Undercover Courts (Court 1 & 2) each Wednesday from 2.00pm to 5.00pm. *Usage must not exceed an average of four hours per week across the term of the Licence.*
1 July 2026 – 30 June 2028	Provision of facility use for Senior programs and competitions. Undercover Courts (Court 1 & 2) each Wednesday from 5.00pm to 9.00pm *Usage must not exceed an average of four hours per week across the term of the Licence.*
1 July 2026 – 30 June 2028	Provision of facility usage for meetings and events. Community Room for a total of twelve occasions over the term of the Licence. *Usage must not exceed an average of four hours per week across the term of the Licence.*

Item 4 **Licence Fee**

The total Licence Fee is $4,628.00 (including GST) for the term of this Licence.

The Licence Fee is calculated on a rate of $2,314.00 (including GST) per annum.

Fee is to be paid in two instalments.

First payment of $2,314.00 (including GST) is payable from the Commencement Date.

Second Payment of $2,314.00 (including GST) is payable from 1 July 2027.

The total Licence Fee for this two year agreement is calculated on a pro-rata basis in line with the Shire's Schedule of Fees and Charges.

The annual User Agreement fee may change and can increase in line with any adjustments approved by Council as part of the Shire's annual review of the Schedule of Fees and Charges. Any changes will be applied to the remaining term of the Licence.

Item 5 **Review Date**

This Licence may be reviewed each year at the time the Shire adopts its annual Schedule of Fees and Charges, and at any time the Licence continues on a holding-over basis.

Item 6 **Commencement Date**

1 July 2026

Item 7 **Term**

24 Months

Item 8 **End Date**

30 June 2028

Item 9 **Authorised Use**

Junior netball activities including training sessions, competition nights and other reasonable programs related to operating requirements of the Licensee.

Senior netball activities including training sessions, competition nights and other reasonable programs related to operating requirements of the Licensee.

Workshops and training sessions, either practical of theory based, training and professional development activities.

Meetings relating directly to the operations of the Licensee.

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Schedule 2 – Special Conditions

Special Conditions are set out below

C Conditions Precedent

a. By accessing and utilising the facilities at the Derby Recreation Centre, all users agree to abide by these terms and conditions. The Licensee acknowledge that their participation in activities is at their own risk and agree to exercise due care and responsibility for their safety and the safety of others. It is the Licensee responsibility to adhere to all posted rules, regulations, and instructions provided by the Shire of Derby/West Kimberley or facility staff. The Licensee further agree to utilise equipment and facilities appropriately, maintain cleanliness, and report any damage or safety concerns immediately to the Shire of Derby/West Kimberley.

b. The Licensee are expressly prohibited from undertaking any works, alterations, or modifications to the facilities, grounds, or equipment without explicit prior written consent from the Shire of Derby/West Kimberley. Any unauthorised use, wilful damage, or failure to comply with these terms may result in the suspension or termination of access to the Licensed Area. This agreement is subject to the policies and guidelines set forth by the Shire of Derby/West Kimberley, which may be updated from time to time.

D Utilities and Services

The Licensee must pay the cost of the utilities and services as set out in the table below. For the avoidance of any doubt, if there are any inconsistencies between clause 7 of this Licence and the table set out below, the Parties agree that the table will prevail.

Utility or service	Amount payable by Licensee
WA State Government Land Tax	0%
WA State Government DFES Levy	0%
Water Corporation – Annual Water/Sewerage Rates Charge (or appropriate similar charge if Shire supplied service)	0%
Water Corporation - Water Consumption Charges (or appropriate similar charge if Shire supplied service)	0%
Gas Charges (Annual Charge and Consumption)	0%
Electricity (Annual/Fixed Charges and Consumption)	0%
Telephones (Annual/Fixed Charges and Consumption)	0%
Cost of installation of any meter, wiring or other device necessitated by the use of a utility and service	0%
Cost of annual pest control inspections, servicing of fire extinguishers, exit lights, security lights, fire	0%

hydrants, air conditioners (not owned by the Lessee) and recertification of any fall arrest systems in place	
Shire of Derby/West Kimberley's Annual Local Government Rates	0%
Cost of rubbish collection including emptying wheelie bins and 1100 bins	0%
Cost of annual licences (e.g. food surveillance fee)	100%
Public Liability Insurance	100%

C Other special conditions

a) **Key Allocation:** The Licensee is permitted to be access up to four keys at any given time. The Licensee must pay the relevant User Agreement Key Bond as determined in the Shire's current schedule of Fees and Charges.

b) **Storage Allocation:** The Licensee is permitted to store approved equipment in a contained storage cage, located at the Derby Recreation Centre. The Licensee is to store items at their own risk and will store items in such a manner as not to impede other users of the facility or the operational standards set out by Shire Derby West/Kimberley.

c) **Common Use Facilities:** The Licensee is permitted to access and use common use facilities, including the internal toilets and First Aid Room, for the purposes of program delivery. These facilities remain under Shire control and are not part of the Licensed Area.

d) **Public Liability Insurance:** The Licensee must maintain current Public Liability Insurance for the term of this Licence and provide evidence of such insurance to the Shire upon execution of the agreement.

e) **Restrictions on External Use and Hiring:** The Licensee must not hire, sub-hire, or otherwise make the Licensed Area or any part of the facility available to any third party.

f) **Common Use Areas:** The Licensee must not store equipment, materials or personal items in any Common Use Areas, including corridors, foyers, or shared spaces. The Licensee must ensure all areas remain clean, unobstructed and in a tidy condition at all times. Any items left in Common Use Areas may be removed by the Shire at the Licensee's cost.

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17 DEVELOPMENT SERVICES

Nil

18 INFRASTRUCTURE

18.1 APPLICATION TO INSTALL GRIDS ON NERRIMA AND KALYEEDA ROADS BY NERRIMA PASTORAL COMPANY

File Number: **8125**

Author: **Wayne Neate, Director Infrastructure**

Responsible Officer: **Tamara Clarkson, Chief Executive Officer**

Authority/Discretion: **Review**

SUMMARY

This report seeks Council to consider the application to install five grids on the Nerrima and Kalyeeda Roads by the Nerrima Pastoral Company (NPC).

DISCLOSURE OF ANY INTEREST

Nil by Author and Nil by Responsible Officer.

BACKGROUND

NPC is seeking to replace the existing boundary stock grid between Myroodah and Nerrima Stations and install four grids along Kalyeeda Road to replace the current gate. All proposed installations will comprise single-lane rated stock grids.

The proposed stock grids will improve the management of livestock movements between the stations while enhancing traffic flow along Kalyeeda Road. Given the number of crossings on the road and its continued use by communities as an access route to areas beyond Kalyeeda, existing gates are frequently left open. This creates challenges for effective stock management and increases the risk of uncontrolled livestock movement between paddocks.

The proposed single-lane stock grids will be engineered and constructed to accommodate appropriate vehicle traffic, providing a safer and more efficient outcome for both road users and pastoral operations.

STATUTORY ENVIRONMENT

Local Government (Uniform Local Provisions) Regulations 1996, Regulation 9 – provides the mechanism for a landholder or pastoral lessee to obtain approval to install a stock grid on a public road managed by the Shire.

Local Government Act 1995 (WA) – the Shire has care, control and management responsibilities for local roads within its district.

POLICY IMPLICATIONS

Nil.

FINANCIAL IMPLICATIONS

There are no cost implications to Shire of Derby/West Kimberley as all costs of installation and ongoing maintenance is proposed to be the responsibility of NPC, who have confirmed in writing that they are prepared to do so. Officers note the GPS locations of the grids and note that they are owned by NPC and not the Shire for future reference and prevent costs potentially trying to be attributed to the Shire for any maintenance or upgrades.

STRATEGIC IMPLICATIONS

OUTCOME	OBJECTIVE	WE WILL
8. Safe, efficient and sustainable transport networks	8.1 Facilitate the delivery of safe roads, paths, supporting infrastructure and transport services	4.2.3 Encourage and facilitate the maintenance and development of infrastructure that connects our communities

RISK MANAGEMENT CONSIDERATIONS

RISK	LIKELIHOOD	CONSEQUENCE	RISK ANALYSIS	MITIGATION
Reputation: Council may receive public adverse commentary if the grids are not approved.	Unlikely	Minor	Low	Council approves the installation of the grid with all costs being borne by NPC

CONSULTATION

Nerrima Pastoral Company.

COMMENT

Nerrima and Kalyeeda Stations are seeking to replace the boundary grid, control stock movements between and allow the ease of movement of staff, machinery and trucks across both of the stations. The installation of the grids will assist in that process.

The new grids will support this process, place a permanent control on the roadway rather than gates that can be left open and allow ease of movement of traffic without gates in place. NPC will meet all costs of installation and future maintenance of the grid.

VOTING REQUIREMENT

Simple majority

ATTACHMENTS

Nil

RESOLUTION 120/26

Moved: Cr Trish Gault
Seconded: Cr Lachie Carracher

That Council:

1. **APPROVES the request for installation of new grids on Nerrima and Kalyeeda Roads; and**
2. **DIRECTS the Chief Executive Officer to write to Nerrima Pastoral Company with approval advice noting that all costs of the installation, ongoing maintenance and future replacement of all of the grids be the sole responsibility of Nerrima Pastoral Company.**

In Favour: *Peter McCumstie, Kerrissa O'Meara, Lachie Carracher, Adam Cornish, Trish Gault, Val Ross, Laurie Shaw and Leah Umbagai.*

Against: *Nil.*

CARRIED 8/0

19 URGENT BUSINESS

Nil.

20 MATTERS FOR WHICH THE MEETING MAY BE CLOSED

Nil.

21 CLOSURE

21.1 Date of Next Meeting

The next ordinary meeting of Council will be held 11.00am Thursday 26 November 2026 at the Karrayili Adult Education Centre, Fitzroy Crossing.

21.2 Closure of Meeting

The Presiding Member closed the meeting at 5.45pm.

These minutes were confirmed at a meeting on

……..

Signed: ……

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

Date: ……..