



SHIRE OF DERBY WEST KIMBERLEY

ORDINARY MEETING OF COUNCIL

28 APRIL 2016

AGENDA ATTACHMENTS

SHIRE OF DERBY WEST KIMBERLEY

TABLE OF CONTENTS AGENDA ATTACHMENTS THURSDAY 28 APRIL 2016

Item 12.2.1	Monthly Financial Management Report March 2016	1
Item 12.2.2	Cheque Reconciliation and Creditors Schedule of Accounts	19
Item 12.2.3	Delegations Register	43
Item 12.5.1	Derby Rodeo and Horseriders Association Lease	131



Shire of Derby/West Kimberley

ITEM 12.2.1

MONTHLY FINANCIAL MANAGEMENT REPORT

March 2016

TABLE OF CONTENTS

	Page
Compilation Report	3
Statement of Financial Activity	4
Notes to and Forming Part of the Statement of Financial Activity:	5-6
1. Net Current Asset Position	
2. Material Variances	
3. Schedule of Committed and Restricted Assets	
Statement of Financial Activity by Nature/Type	7
Schedule of Investments	8
Visual Graph displaying Net Current Asset Position	9
Statement of Financial Position	10
Rates Outstanding Report	11
Sundry Debtors Outstanding Report	12
Visual Graphs displaying Operating and Capital Income and Expenditure	13-15

SHIRE OF DERBY WEST KIMBERLEY

FINANCIAL MANAGEMENT COMPILATION REPORT – MARCH 2015

Summary of Financial Results

Statement of Financial Activity & Supporting Notes (Pages 2 - 4)

Council's Net Change from Operations as at 31st March 2016 was \$3,882,747. For the period ending 31st March 2016, the following material variances are reported:

General Funding:

A favourable operating expenditure variance of \$64,611 is due to the fact that budgeted expenses for valuations are yet to be paid or committed.

Administration and Governance:

Operating expenditure has a favourable variance of \$229,261 due to savings in employee costs. In regards to Capital Expenditure, there is a favourable variance of \$274,936 due to Capital Works projects for Office Renovations and Vehicle Purchases not yet commenced.

Economic Services:

A favourable operating expenditure variance of \$82,458 was reported, these savings cannot be specifically be aligned to single account numbers or sub programs.

Housing:

Housing has an unfavourable expenditure variance of \$47,533 due to the timing of projects. The Capital Works program for Housing is not overspent and is on budget.

Recreation & Culture:

Recreation and Culture has an unfavourable operating revenue variance of \$85,758, this is due to timing issue of grant funding for various projects such as the Fitzroy Crossing Rec Hall, Heritage Grant and the Heritage Trial Grant. It is reporting a favourable expenditure of \$483,489, due to timing issues of various accounts such as the community concert, sports for all project and various other accounts.

Welfare:

Reported an unfavourable capital expenditure variance of \$148,515, due to timing issues of Scallywags building upgrades.

Environmental Health:

Is reporting a favourable operating expenditure variance of \$134,483, this is due timing issue of various accounts.

Sanitation and Amenities:

Reported a favourable operating expenditure variance of \$277,079. This is on an annual budget of \$3.87M and represents savings of 10%. Savings are likely due to the timing in regard to the payment of invoices. In regards to Capital Expenditure, there is a favourable variance of \$271,325 due to the timing of Capital Works projects.

Transport:

Reported an unfavourable operating income variance of \$2,689,323. This is due to budgeted grants for Roads to recovery, flood damage and transport infrastructure not being received to date which has seen Capital Expenditure, with a favourable variance of \$925,581, reduced by corresponding levels.

Other:

Reported an unfavourable variance of \$38,782 in operating revenues due to timing issue of rental income. An unfavourable operating expenditure variance of \$446,973 was reported due to timing issues of various public works overheads and plant operating costs.

Net Current Asset Position (Page 8)

Council's net current asset position this month is \$3,007,955 as per Note 1 on page 4.

SHIRE OF DERBY WEST KIMBERLEY
Statement of Financial Activity by Program
For the period ending 31st March 2016

Particulars	Budget		BUDGET including Amendments		Actual	Variances	
	Original 2015-2016	Amendments 2015-2016	Annual 2015-2016	Estimate to 31-Mar-16	Year to Date 31/03/2016	Dollars \$	Percentage %
Operating Revenue							
General Funding (excluding rates)	3,744,210	0	3,744,210	3,129,919	3,074,038	(55,881)	-2%
Administration and Governance	150,264	0	150,264	112,653	131,651	18,998	14%
Economic Services	304,649	0	304,649	228,456	212,997	(15,459)	-7%
Housing	72,900	0	72,900	54,666	32,624	(22,042)	-68%
Recreation and Culture	858,115	0	858,115	643,446	557,688	(85,758)	-15%
Welfare	457,200	0	457,200	342,873	336,052	(6,821)	-2%
Ranger Services	43,400	0	43,400	32,517	33,479	962	3%
Environmental Health	587,580	0	587,580	440,667	430,037	(10,630)	-2%
Sanitation and Amenities	1,894,875	0	1,894,875	1,813,246	1,805,302	(7,944)	0%
Transport	10,379,505	0	10,379,505	5,785,491	3,096,168	(2,689,323)	-87%
Other	75,030	0	75,030	56,241	17,459	(38,782)	-222%
	18,567,728	0	18,567,728	12,640,175	9,727,494	(2,912,681)	-30%
Operating Expenses							
General Funding	(176,530)	0	(176,530)	(132,390)	(67,779)	64,611	-95%
Administration and Governance	(1,042,427)	0	(1,042,427)	(787,516)	(558,255)	229,261	-41%
Economic Services	(944,424)	0	(944,424)	(709,900)	(627,442)	82,458	-13%
Housing	(565,808)	0	(565,808)	(439,860)	(487,393)	(47,533)	10%
Recreation and Culture	(4,832,836)	0	(4,832,836)	(3,645,469)	(3,161,980)	483,489	-15%
Welfare	(785,971)	0	(785,971)	(587,967)	(574,639)	13,328	-2%
Ranger Services	(420,156)	0	(420,156)	(313,577)	(295,822)	17,755	-6%
Environmental Health	(1,111,033)	0	(1,111,033)	(822,707)	(688,224)	134,483	-20%
Sanitation and Amenities	(3,857,721)	0	(3,857,721)	(2,886,580)	(2,609,501)	277,079	-11%
Transport	(13,787,821)	0	(13,787,821)	(10,401,901)	(10,263,456)	138,445	-1%
Other	(521,921)	0	(521,921)	(378,550)	(825,523)	(446,973)	54%
	(28,046,648)	0	(28,046,648)	(21,106,417)	(20,160,015)	946,402	-5%
Net Changes from Operations	(9,478,920)	0	(9,478,920)	(8,466,242)	(10,432,520)	(1,966,278)	19%
Capital Expenditure on Assets							
General Funding	0	0	0	0	0	0	0%
Administration and Governance	(450,000)	0	(450,000)	(352,500)	(77,564)	274,936	-354%
Economic Services	(15,000)	0	(15,000)	(15,000)	0	15,000	0%
Housing	(1,922,361)	0	(1,922,361)	(1,441,764)	(1,612,448)	(170,684)	11%
Recreation and Culture	(377,000)	0	(377,000)	(251,491)	(241,426)	10,065	-4%
Welfare	(170,000)	0	(170,000)	(170,000)	(21,485)	148,515	-691%
Ranger Services	0	0	0	0	0	0	0%
Environmental Health	0	0	0	0	0	0	0%
Sanitation and Amenities	(365,000)	0	(365,000)	(358,747)	(87,422)	271,325	-310%
Transport	(8,824,813)	0	(8,824,813)	(3,960,214)	(3,034,633)	925,581	-31%
Other	(282,500)	0	(282,500)	(282,500)	0	282,500	0%
	(12,406,674)	0	(12,406,674)	(6,832,216)	(5,074,979)	1,757,237	-35%
Capital Expenditure on Financing							
Transfers to Reserves	(290,343)	290,343	0	0	(54,077)	(54,077)	0%
Repayment of Debt - Principal on Loans	(144,470)	0	(144,470)	(92,570)	(92,570)	0	0%
	(434,813)	290,343	(144,470)	(92,570)	(146,647)	(54,077)	0%
Capital Funding							
Disposal of Assets - Net Book Value	334,466	0	334,466	0	0	0	0%
Transfers from Reserves	2,121,060	(2,121,060)	0	0	0	0	0%
Restricted Monies - to be Used (Note 2)	100,000	(100,000)	0	3,572,326	3,572,326	0	0%
Loan Funds - New Borrowings	2,000,000	(2,000,000)	0	0	0	0	0%
Unspent Loan Funds - to be Used	400,000	0	0	0	400,000	400,000	0%
	4,955,526	(4,221,060)	334,466	3,572,326	3,972,326	400,000	10%
Adjustments - Non Cash items							
Depreciation - Writeback of Entries	6,820,090	0	6,820,090	2,273,363	7,554,645	5,281,282	0
	6,820,090	0	6,820,090	2,273,363	7,554,645	5,281,282	0
Capital Movements	(1,065,871)	(3,930,717)	(5,396,588)	(1,079,097)	6,305,345	7,384,442	117%
Operating Result	(9,478,920)	0	(9,478,920)	(8,466,242)	(10,432,520)	(1,966,278)	
Add: End of Year Adjustments (Net Accruals)	0	0	0	0	0	0	
Less: Restricted Grant Funds Carried Over	0	0	0	0	0	0	
Add: Net Current Assets July 1 B/Fwd (Note 1)	585,356	0	585,356	585,356	585,356	0	
Less: Net Current Assets Year to Date	(3,419,957)	3,930,717	7,750,674	2,420,505	(3,007,954)	(5,428,459)	
Amount Raised from Rates	6,539,478	0	6,539,478	6,539,478	6,549,774	10,296	

* Indicates a material variance greater than 10% that is in excess of \$30,000

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

SHIRE OF DERBY WEST KIMBERLEY

Notes to and forming part of the Statement of Financial Activity

For the period ending 31st March 2016

1. Net Current Assets

	Year to Date 31/03/2016	Actual brought forward 1/07/2015	Budget 2015-2016
Composition of Net Current Asset Position			
CURRENT ASSETS			
Cash - Unrestricted	173,364	1,805,918	(99,478)
Cash - Restricted	4,977,819	8,896,067	6,970,701
Cash - Restricted - Trust	637,126	659,747	701,547
Receivables	3,560,516	2,942,472	1,566,490
Inventories	94,068	100,668	98,498
Accrued Income	0	0	0
	9,442,893	14,404,873	9,237,758
LESS: CURRENT LIABILITIES			
Payables and Provisions	(1,821,567)	(5,160,562)	(2,788,863)
Trust Fund - Creditors	(637,190)	(659,547)	(701,547)
Accrued Expenditure	(14,145)	(211,693)	
	6,969,992	8,373,070	5,747,348
Less: Cash - Reserves - Restricted	(3,835,495)	(3,781,417)	(1,870,701)
Less: Cash - Grants - Restricted	(1,142,324)	(4,714,650)	(100,000)
Less: Unspent Loan Funds	0	(400,000)	(5,000,000)
	1,992,173	(522,997)	(1,223,353)
Add: Current Loan Liability - Principal Repayment	51,900	144,470	144,470
Add: Current Leave Liability	963,883	963,883	1,078,883
NET CURRENT ASSET POSITION	3,007,955	585,356	0

2. Identification of material variances by Program

(Refer to the Compilation Report for an explanation of these variances)

SHIRE OF DERBY WEST KIMBERLEY

Notes to and forming part of the Statement of Financial Activity For the period ending 31st March 2016

3. Schedule of Committed and Restricted Assets

A/c No.	Source of Funding	Purpose of Grant	Balance 1 July 2015 (A)	Plus: Transfers In YTD (B)	Plus: Council Contribution Current Year (C)	Subtotal (D=A+B+C)	Amount Expended as at 31/03/16	Amount Committed/ Restricted as at 30/06/16 (F=D- E)	Balance Expected at 30/6/16 (G)	Remaining to Be Expended in 15/16 (H=F-G)
General Funding										
33021	Country Local Government Fund		0	1,217,367	0	1,217,367	1,217,367	0	0	0
			0	1,217,367	0	1,217,367	1,217,367	0	0	0
Administration and Governance										
42217	Landcorp	Street Numbering Initiative	21,440	0	0	21,440	0	21,440	0	21,440
			21,440	0	0	21,440	0	21,440	0	21,440
Environmental Health										
Various	Office of Aboriginal Health	Aboriginal Environmental Health Program	178,546	234,319	0	412,865	297,453	115,412	0	115,412
74193	Department of Health	Mosquito Control	10,791	15,321		26,112	6,461	19,651	0	19,651
74193	Department of Health	Dog Desexing	23,436	0		23,436	0	23,436	0	23,436
			212,773	249,640	0	462,413	303,915	158,499	0	158,499
Welfare										
Various	Various (DCD, DOJ, Healthways etc)	Youth Services	38,269	302,871	0	341,140	364,712	-23,571	0	-23,571
83328	Corrective Services	Youth Diversion Innovation - Chill Creek	3,877	0	0	3,877	3,877	0	0	0
85553	Dept for Community Development	FX Rec Centre Furniture/Equipment	100,000	0	0	100,000	0	100,000	0	100,000
89305	Dept of Local Govt	Girls Youth Program	10,000	0	0	10,000	2,583	7,417	0	7,417
83329	Dept of Corrective Services	Boys Re-Engagement Program	10,060	0	0	10,060	567	9,493	0	9,493
			162,206	302,871	0	465,077	371,739	93,339	0	93,339
Housing										
91501	Country Local Government Fund	Regional Fund - Key Worker Housing - Hanson St	548,427	0	0	548,427	365,848	182,579		182,579
			548,427	0	0	548,427	365,848	182,579	0	182,579
Sanitation and Amenities										
107584	Department of Planning	Coastal Vulnerability Study	56,108	8,100	0	64,208	35,191	29,017		29,017
			56,108	8,100	0	64,208	35,191	29,017	0	29,017
Recreation and Culture										
111152	Kimberley Development Commission	FX Rec Precinct - Hall Plans & Future Uses	18,795	0	0	18,795	0	18,795	0	18,795
3364/1133	Landcorp	FX Reticulation Southern Side of Highway	10,165	0	0	10,165	0	10,165		10,165
	Various Sponsors	Kimberley Literature Prize	1,998	0	0	1,998	0	1,998		1,998
118505	Public Libraries Australia	Derby Library Funding	299	0	0	299	0	299		299
114382	Department Sport & Rec	Sport 4 All Grant	55,000	0	0	55,000	0	55,000	0	55,000
119695	Lotterywest	Heritage Grant	19	0	0	19	0	19	0	19
119681	Dept of Sport and Rec	Swimming Pool	30,000	0	0	30,000	0	30,000		30,000
119699	Kimberley Development Commission	Derby Heritage Trail Project	70,000	0	0	70,000	52,930	17,070		17,070
			186,276	0	0	186,276	52,930	133,346	0	133,346
Transport										
RC035	Main Roads - RRG	Clarendon Street	128,424	0	0	128,424	128,424	0		0
RC081	WALGGC - AAR	Koorabye Extension/Kalyeeda Road	27,222	0	0	27,222	0	27,222		27,222
RC081	Main Roads - AAR	Koorabye Extension/Kalyeeda Road	13,610	0	0	13,610	0	13,610		13,610
RC168	WALGGC - AAR (12/13)	Gee Gully Road Intersection - Koorabye	152,225	0	0	152,225	0	152,225		152,225
RC168	WALGGC - AAR (11/12)	Gee Gully Road Intersection - Koorabye	46,277	0	0	46,277	0	46,277		46,277
RC168	Main Roads - AAR (12/13)	Gee Gully Road Intersection - Koorabye	30,581	0	0	30,581	0	30,581		30,581
RC168	Main Roads - AAR (11/12)	Gee Gully Road Intersection - Koorabye	10,000	0	0	10,000	0	10,000		10,000
RC168	Main Roads - AAR (13/14)	Gee Gully Road Intersection - Koorabye	22,000	0	0	22,000	0	22,000		22,000
RC168	WALGGC - AAR (13/14)	Gee Gully Road Intersection - Koorabye	110,000	0	0	110,000	0	110,000		110,000
RC179	Main Roads AAR 14-15	Calwynyardah Noonkanbah	33,600	0	0	33,600	0	33,600		33,600
124300	DPAW ROAD MAINTENANCE	Carryover of road maintenance funding	78,590	0	0	78,590	0	78,590		78,590
RC158	Main Roads RRG 14-15	Cambalin Road Heavy Formation	0	0	0	0	0	0		0
RC056	Main Roads RRG 14-15	Ashley St	0	0	0	0	0	0		0
RC119	Main Roads RRG 14-15	Forrest Rd	0	0	0	0	0	0		0
RC180	Main Roads AAR 14-15	Cherrabun Rd Main Roads	0	0	0	0	0	0		0
RC179	FAGS AAR 14-15	Calwynyardah Noonkanbah	0	0	0	0	0	0		0
RC180	FAGS AAR 14-15	Cherrabun Rd Main Roads	0	0	0	0	0	0		0
	Department of Regional Dev - R4R	Multi Purpose Transport Facility	2,874,891	0	0	2,874,891	2,874,891	0		0
			3,527,420	0	0	3,527,420	3,003,315	524,105	0	524,105
			0	0	0	0	0	0	0	0
Totals			4,714,650	1,777,979	0	6,492,629	5,350,304	1,142,324	0	1,142,324

Net Decrease in Restricted Monies = Restricted Balance at 1 July 2015 minus Restricted Balance at 30 June 2016
= Column A minus Column F 3,572,326

SHIRE OF DERBY WEST KIMBERLEY
Statement of Financial Activity by Nature and Type
For the period ending 31st March 2016

Particulars	Budget 2015-2016		Budget	Year to Date	ACTUAL
	Original	Amendments	including amendments	ACTUAL	%
Operating Revenue					
Rates	6,539,478	0	6,539,478	6,550,324	0%
Grants & Subsidies	12,499,932	0	12,499,932	5,469,967	0%
Contributions & Donations	46,400	0	46,400	40,498	0%
Reimbursements	454,159	0	454,159	381,870	0%
Profit on Sale of Assets	22,200	0	22,200	2,118	0%
Fees & Charges	4,775,669	0	4,775,669	3,376,844	0%
Interest on Investments	392,543	0	392,543	264,185	0%
Other Revenue	376,825	0	376,825	191,463	0%
Non Cash Contributions	0	0	0	0	0%
	25,107,206	0	25,107,206	16,277,268	
Operating Expenses					
Employee Costs	(8,154,147)	0	(8,154,147)	(5,880,128)	0%
Materials & Contracts	(10,004,613)	0	(10,004,613)	(4,384,679)	0%
Utilities	(1,111,815)	0	(1,111,815)	(802,048)	0%
Asset Depreciation	(6,820,090)	0	(6,820,090)	(7,554,645)	0%
Loss on Sale of Assets	(55,666)	0	(55,666)	0	0%
Interest & Financing Costs	(151,840)	0	(151,840)	(113,817)	0%
Insurance	(797,922)	0	(797,922)	(816,616)	0%
Contributions, Donations & Grants	(278,880)	0	(278,880)	(191,035)	0%
Other Expenses	(670,925)	0	(670,925)	(502,648)	0%
Non Operating Expenses	0	0	0	85,602	0%
	(28,045,898)	0	(28,045,898)	(20,160,015)	
Net Changes from Operation	(2,938,692)	0	(2,938,692)	(3,882,747)	
Non Operating Items					
Capital Expenditure on Assets					
Freehold Land	0	0	0	0	0%
Buildings & Fixed Equipment	(4,329,361)	0	(4,329,361)	(1,987,986)	0%
Furniture & Equipment	0	0	0	0	0%
Plant & Equipment	(387,500)	0	(387,500)	(67,790)	0%
Computer Equipment	(75,000)	0	(75,000)	(28,222)	0%
Infrastructure - Roads	(5,884,813)	0	(5,884,813)	(2,734,236)	0%
Infrastructure - Drainage Works	(95,000)	0	(95,000)	(540)	0%
Infrastructure - Lands, Parks & Reserves	0	0	0	0	0%
Infrastructure - Wharf	(800,000)	0	(800,000)	(14,669)	0%
Infrastructure - Airports	(1,200,000)	0	(1,200,000)	(235,085)	0%
Infrastructure - Footpaths	0	0	0	0	0%
Infrastructure - Street Furniture	0	0	0	(6,450)	0%
Intangibles	0	0	0	0	0%
	(12,771,674)	0	(12,771,674)	(5,074,979)	
Capital Expenditure on Financing					
Transfer to Reserves	(290,343)	290,343	0	(54,077)	0%
Repayment of Debt - Principal on Loans	(144,470)	144,470	0	(92,570)	0%
	(434,813)	434,813	0	(146,647)	
Capital Funding					
Disposal of Assets - Net Book Value	334,466	0	334,466	0	0%
Transfer from Reserves	2,121,060	(2,121,060)	0	0	0%
Restricted Monies - to be Used	100,000	(100,000)	0	3,572,326	0%
Loan Funds - New Borrowings	2,000,000	(2,000,000)	0	0	0%
Unspent Loan Funds - to be Used	400,000	(400,000)	0	400,000	0%
	4,955,526	(4,621,060)	334,466	3,972,326	
Adjustments					
Depreciation - Writeback of Entries	6,820,090	0	6,820,090	7,554,645	0%
Amortisation - Writeback of Entries	0	0	0	0	0%
	6,820,090	0	6,820,090	7,554,645	
Capital Movements	(1,430,871)	(4,186,247)	(5,617,118)	6,305,345	
Operating Result	(2,938,692)	0	(2,938,692)	(3,882,747)	
Less: End of Year Adjustments (Net Accruals)	0	0	0	0	
Less: Restricted Grant Funds Carried Over	0	0	0	0	
Less: Net Current Assets July 1 B/Fwd	585,356	0	585,356	585,356	
Closing Net Current Asset Position	(3,784,207)	(4,186,247)	(7,970,454)	3,007,954	

SHIRE OF DERBY WEST KIMBERLEY

Notes to and forming part of the Statement of Financial Activity For the period ending 31st March 2016

4. INVESTMENTS

Municipal Account:

Investment Type	Financial Institution	Interest Rate	Amount	Maturity Date
Online Business Saver	ANZ Bank	3.10%	2,152,035	N/A
			2,152,035	

Reserve Account:

Investment Type	Financial Institution	Interest Rate	Amount	Maturity Date
Term Deposit	ANZ Bank	3.05%	1,725,407	31/05/2015
Term Deposit	Commonwealth Bank	2.90%	2,110,087	2/06/2016
			3,835,495	

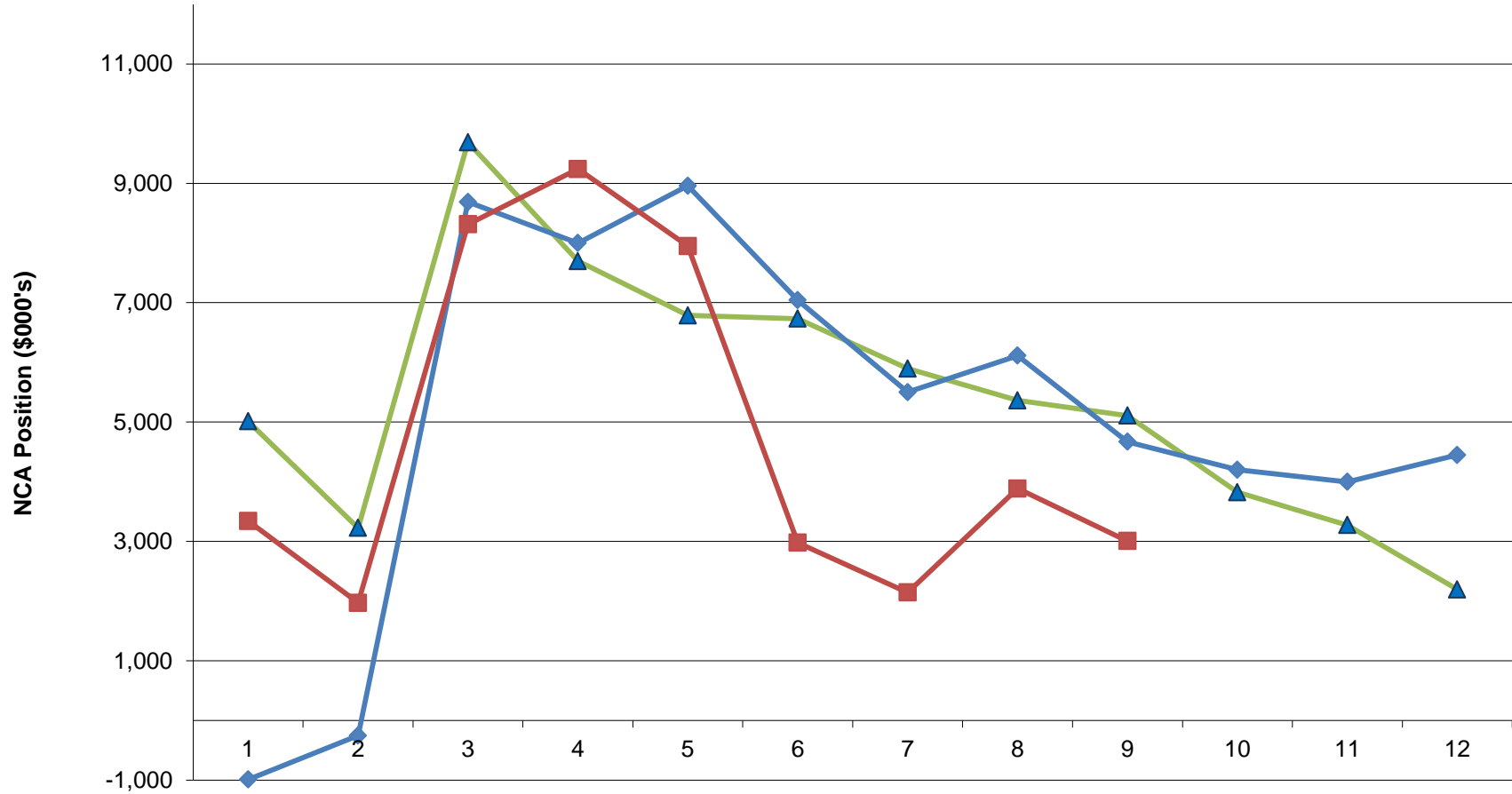
Total Investments

5,987,529

Note

Council funds are invested in accordance with Section 6.14 of the Local Government Act and Part III of the Trustees Amendment Act 1997. All investments are made in accordance with Council's Investment Policy, so as to maximise earnings from authorised investments and ensure the security of Council funds.

Net Current Asset Position



April



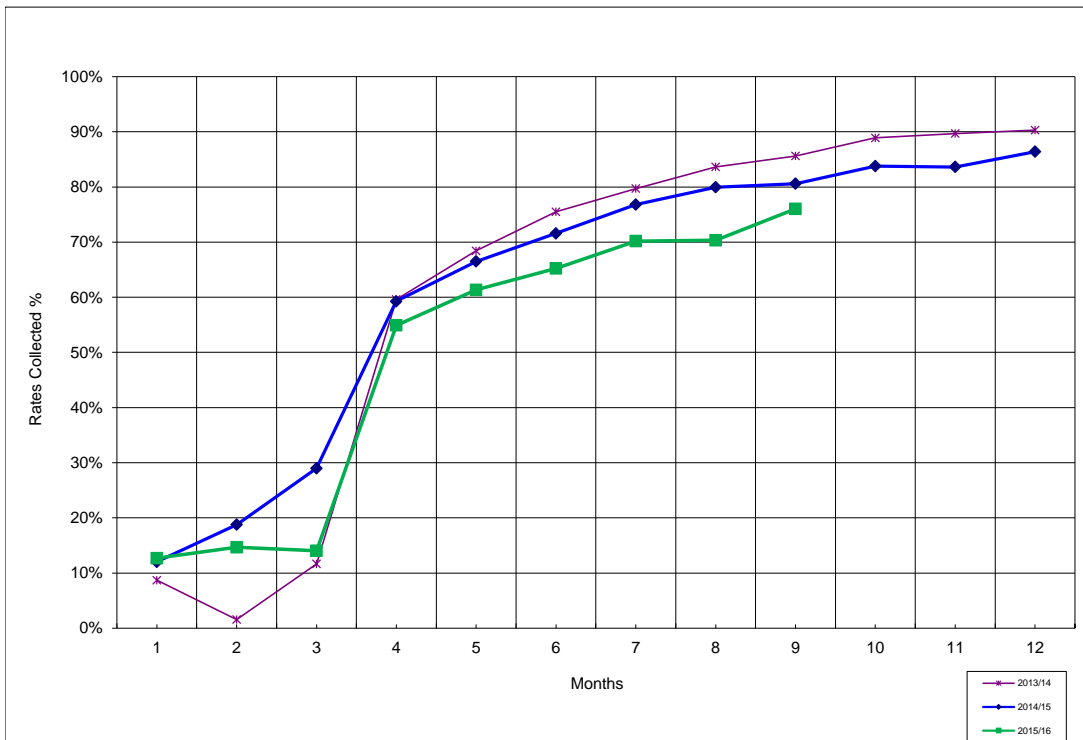
This graph represents the net current position of Council. The Net Current Position consists of unrestricted cash, inventory and debtors less current liabilities with adjustments for principal loan repayments and annual leave.

SHIRE OF DERBY WEST KIMBERLEY

Statement of Financial Position For the period ending 31st March 2016

Current Assets		
Cash on Hand		3,504
Cash at Bank		5,145,648
Sundry Debtors Rates		2,141,290
Sundry Debtors Trade		713,361
Stock on Hand		94,068
Accrued Income		-
Trust Fund Bank - Restricted		637,126
GST Asset		705,866
	Total Current Assets	9,440,863
Current Liabilities		
Sundry Creditors		453,819
Other Current Liabilities		98,662
Trust Fund Creditors		637,190
Loan Liability - Current		51,900
Staff Provisions - Current		963,883
GST Liability		159,312
Emergency Services Levy		8,734
	Total Current Liabilities	2,373,501
Net Current Assets		7,067,362
Non-Current Assets		
Pensioner Deferred Rates		37,994
Freehold Land		6,834,000
Buildings & Fixed Equipment		38,430,559
Furniture & Equipment		44,859
Plant & Equipment		2,439,682
Tools		-
Computer Equipment		227,858
Roads		123,396,847
Drainage Works		6,642,863
Land, Parks & Reserves		2,610,462
Derby Wharf		9,672,572
Airports		9,904,886
Footpaths		1,592,482
Street Furniture		73,990
Leasehold Improvements		-
Loan Liability - Non-Current		2,142,971
Staff Provisions - Non-Current		69,873
Intangibles		27,500
	Total Non-Current Liabilities	2,212,844
Net Assets		207,157,384
Equity		
Accumulated Surplus		78,085,883
Reserves Cash Backed		3,835,495
Revaluation Reserve		125,236,006
	Total Equity	207,157,384

SHIRE OF DERBY WEST KIMBERLEY
Rates, Rubbish and ESL Collection
as at 31 March 2016



RATES REPORT

	31-March-2016			CURRENT YEAR					
	Balance as at 30th June 2015	Levied Current Financial Year	Interims Raised	Subtotal	Monies Received	Pensioner Rebates	Write/Off Expense	Discount expense	Total Outstanding
Rates	\$918,683.57	\$ 6,746,262.82	-\$ 120,000.00	\$7,544,946.39	-\$ 7,459,624.57	\$ 42,660.91	\$ -	\$ 69,801.40	\$1,856,213.31
Rubbish Charges	\$151,486.56	\$ 1,568,955.00	-\$ 16,235.85	\$1,704,205.71	-\$ 1,541,535.08				\$162,670.63
ESL & ESL Penalty	\$13,278.96	\$ 185,409.80	-\$ 195,596.28	\$3,092.48					\$3,092.48
Penalty Interest	\$214,710.97	\$ 121,446.65		\$336,157.62	-\$ 65,203.79				\$270,953.83
Admin/Instal Fees	\$0.00	\$ 26,871.82		\$26,871.82	-\$ 26,871.82				\$0.00
Legal/Other Expenses	\$35,147.55	\$ 24,732.08		\$59,879.63	-\$ 35,147.55				\$24,732.08
Total Outstanding	\$1,333,307.61	\$ 8,673,678.17	-\$ 331,832.13	\$9,675,153.65	-\$ 9,128,382.81	\$ 42,660.91	\$ -	\$ 69,801.40	\$2,317,662.33

NOTATION: Outstanding Amount applicable to Instalment Payers

No. Instalments to go = 1

Amount Outstanding as % of Collectables **24.0%**

RATES REPORT

	31-March-2014			CURRENT YEAR					
	Balance as at 30th June 2014	Levied Current Financial Year	Interims Raised	Subtotal	Monies Received	Pensioner Rebates	Write/Off Expense	Discount expense	Total Outstanding
Rates	\$416,013.60	\$ 6,446,652.40	\$ 66,994.05	\$6,929,660.05	-\$ 7,052,113.44	-\$ 36,104.83	-\$ 18,331.09	\$ 68,017.47	\$1,265,115.68
Rubbish Charges	\$71,784.12	\$ 1,531,464.00	-\$ 26,650.25	\$1,576,597.87	-\$ 1,404,097.73				\$172,500.14
ESL & ESL Penalty	\$152,747.36	\$ 115,482.71	-\$ 67,159.97	\$201,070.10	-\$ 131,478.11				\$69,591.99
Penalty Interest	\$151,082.12	\$ 107,749.55		\$258,831.67	-\$ 58,170.72				\$200,660.95
Admin/Instal Fees	\$0.00	\$ 6,472.00		\$6,472.00	-\$ 6,472.00				\$0.00
Legal/Other Expenses	\$22,841.43	\$ 46,379.03		\$69,220.46	-\$ 22,841.43				\$46,379.03
Total Outstanding	\$814,468.63	\$ 8,254,199.69	-\$ 26,816.17	\$9,041,852.15	-\$ 8,675,173.43	-\$ 36,104.83	-\$ 18,331.09	-\$ 68,017.47	\$1,754,247.79

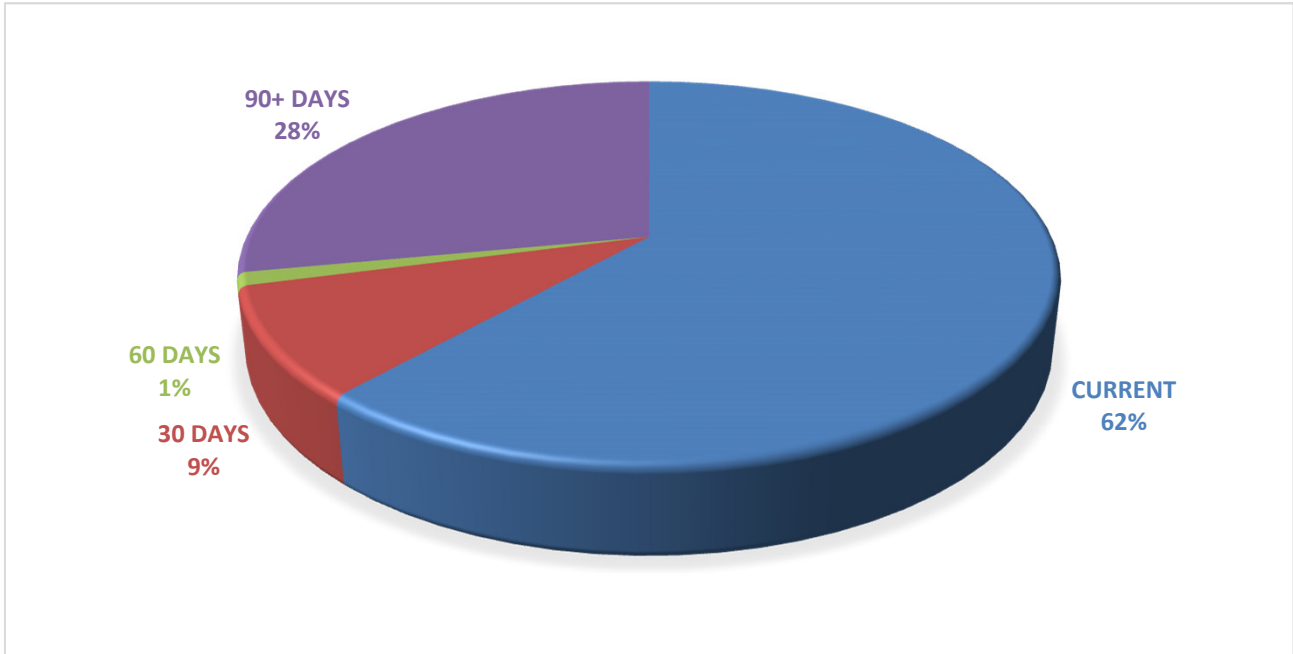
NOTATION: Outstanding Amount applicable to Instalment Payers

No. Instalments to go = 1

Amount Outstanding as % of Collectables **19.4%**

RECEIVABLES - SUNDRY DEBTORS
As at 31/03/2016

	CURRENT	30 DAYS	60 DAYS	90+ DAYS	TOTAL
SUNDRY DEBTORS	\$440,480.25	\$66,361.11	\$7,949.31	\$199,935.89	\$709,668.95

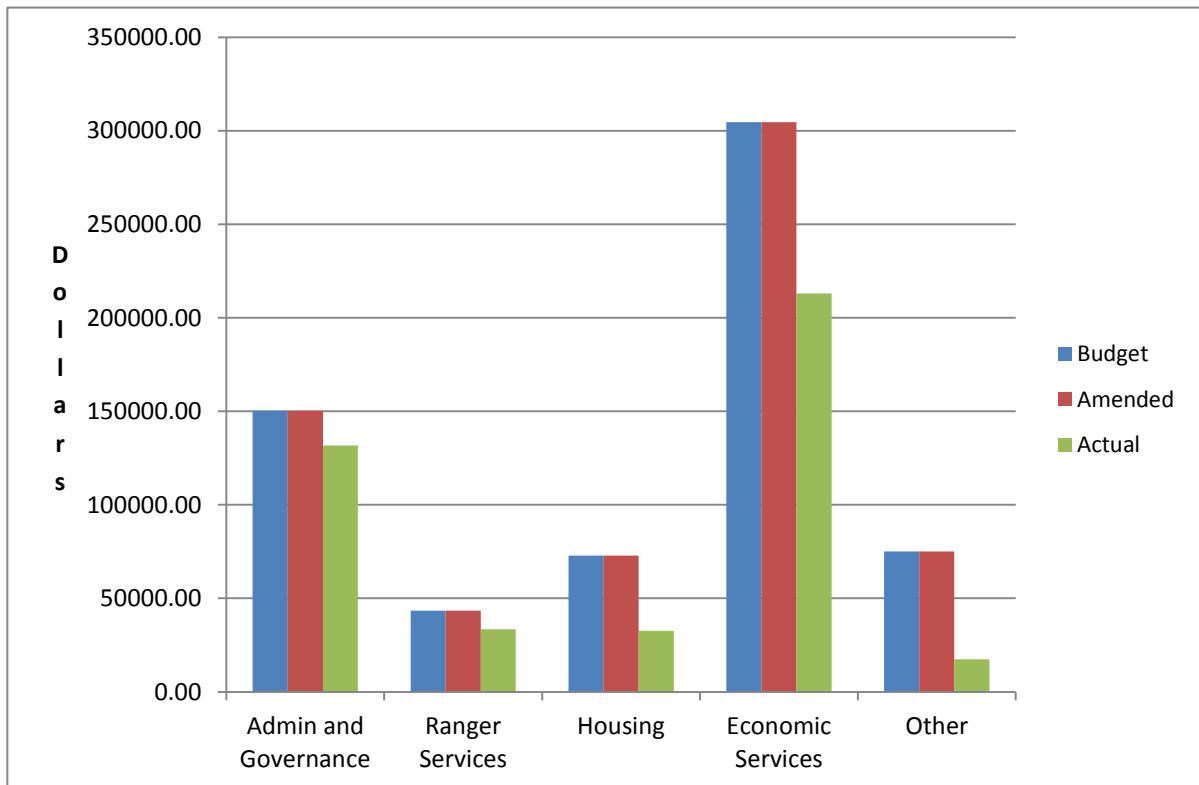
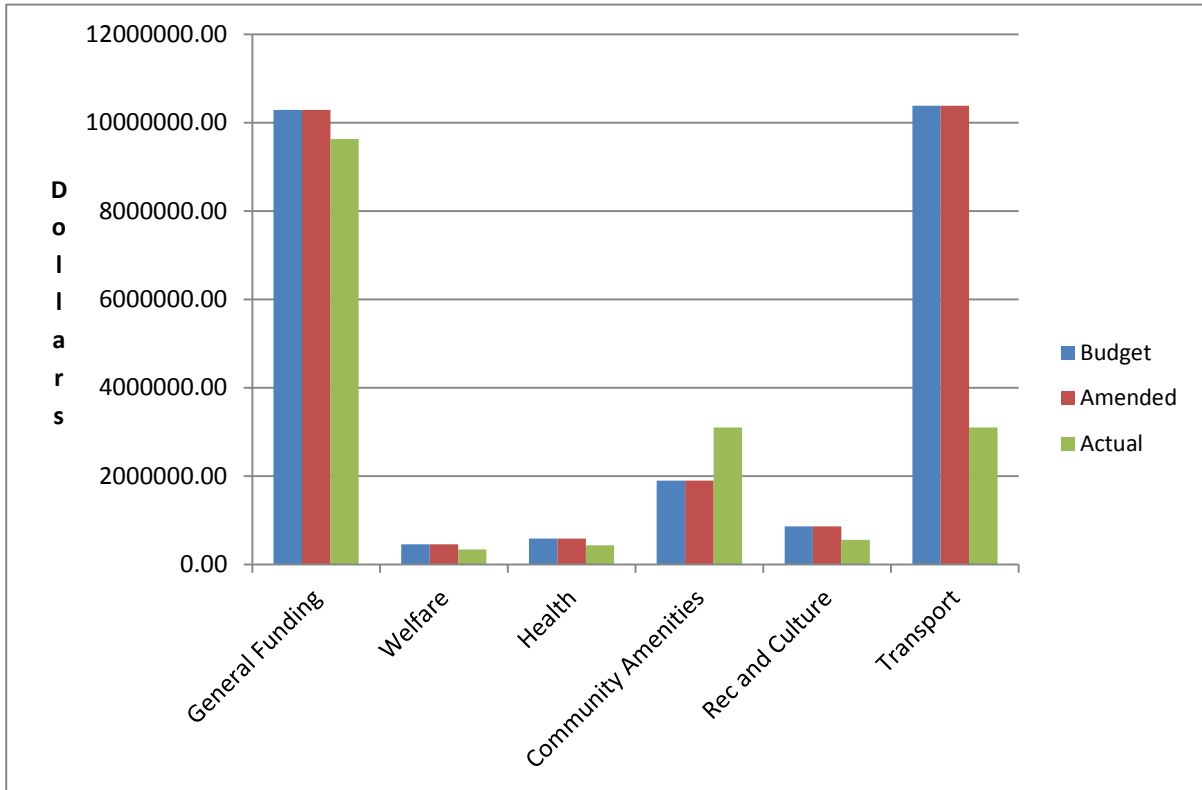


Outstanding Sundry Debtors over 90 days exceeding \$1,000.00

CODE	AMOUNT	DESCRIPTION OF DEBT	NOTES
DES	\$ 1,535.16	ANNUAL INSURANCE	
BIS	\$ 7,192.41	CURTIN LANDING FEES & AIRPORT LEASE FEES	
SPC	\$ 36,935.70	WATER USAGE FEES	SHIRE IN DISCUSSION WITH DEBTOR
DBM	\$ 14,216.73	ANNUAL INSURANCE & ELECTRICITY	MAKING REGULAR PAYMENT
DTB	\$ 8,266.64	ANNUAL INSURANCE & ELECTRICITY	MAKING REGULAR PAYMENT
DGK	\$ 2,097.00	DERBY - TIP USAGE FEES	IGNORING CONTACT MADE
RHJ	\$ 2,647.09	ANNUAL LEASE CHARGES	PAYING MONTHLY INSTALLMENTS
KDT	\$ 4,346.12	DERBY WHARF CHARGES	
PLO	\$ 109,956.27	DERBY WHARF CHARGES	

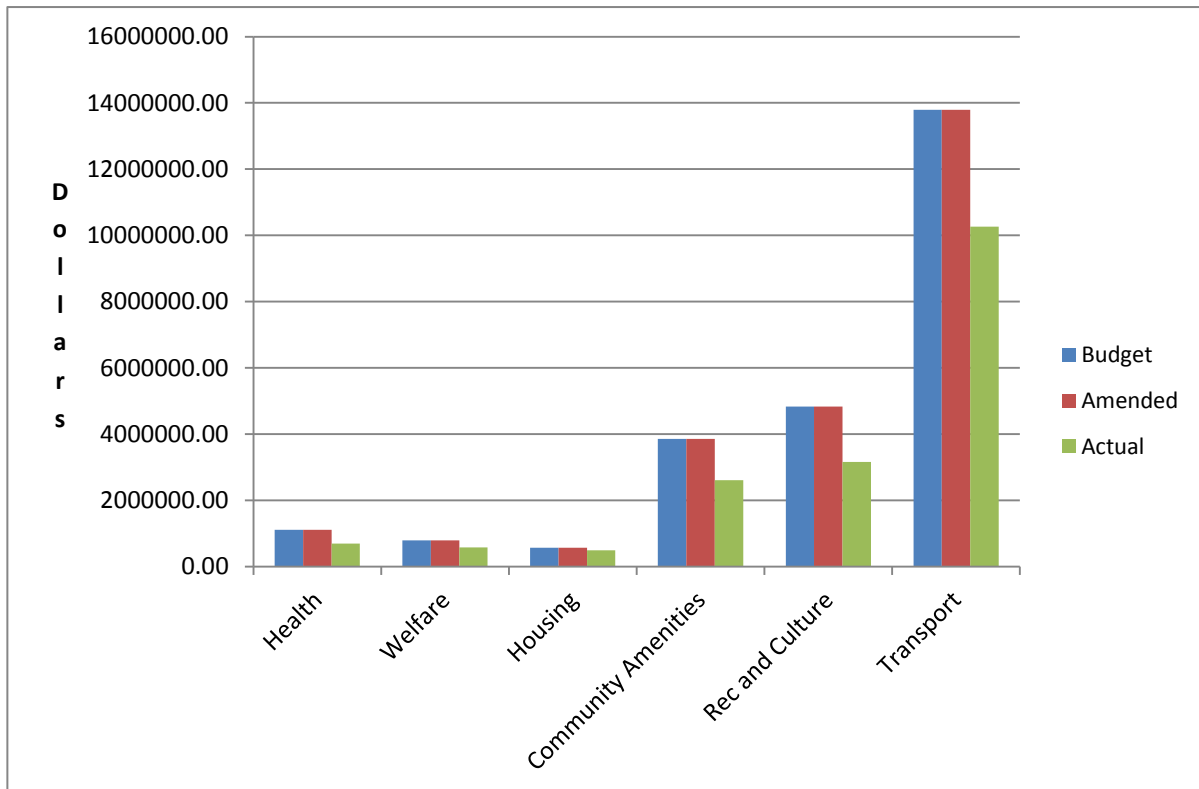
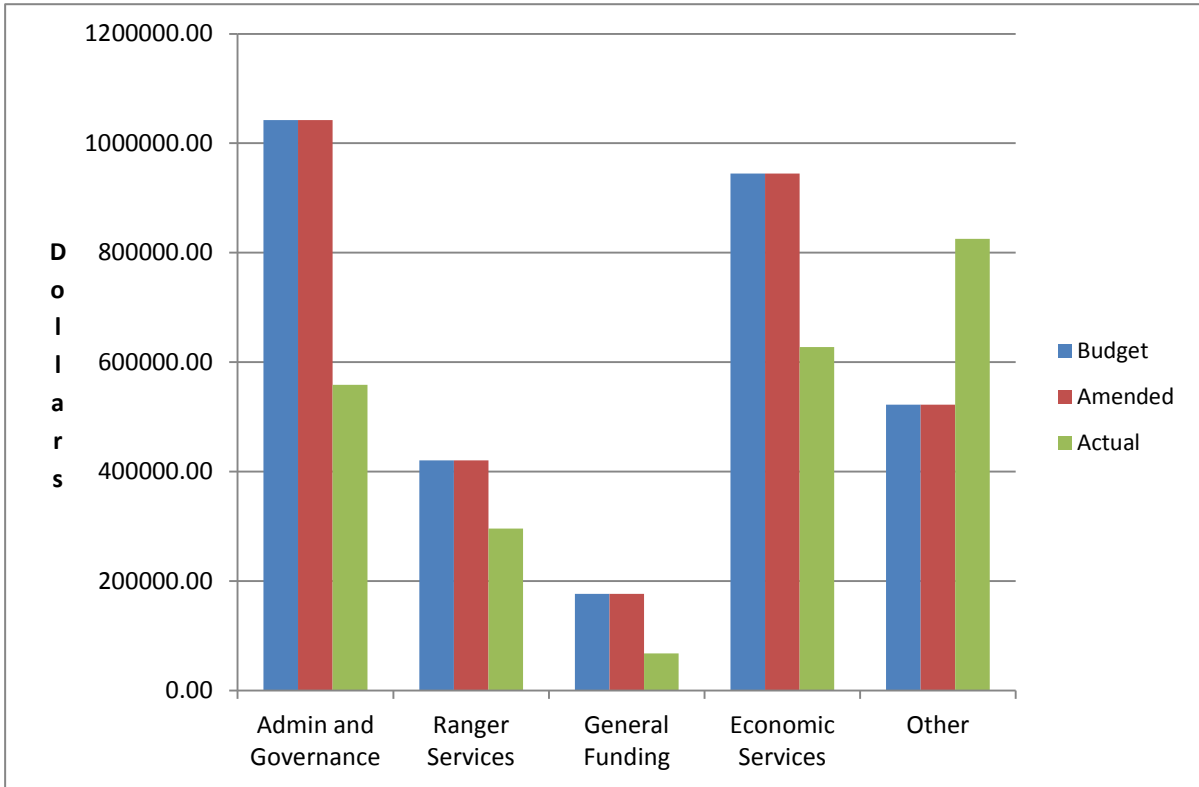
SHIRE OF DERBY WEST KIMBERLEY

Income by Program



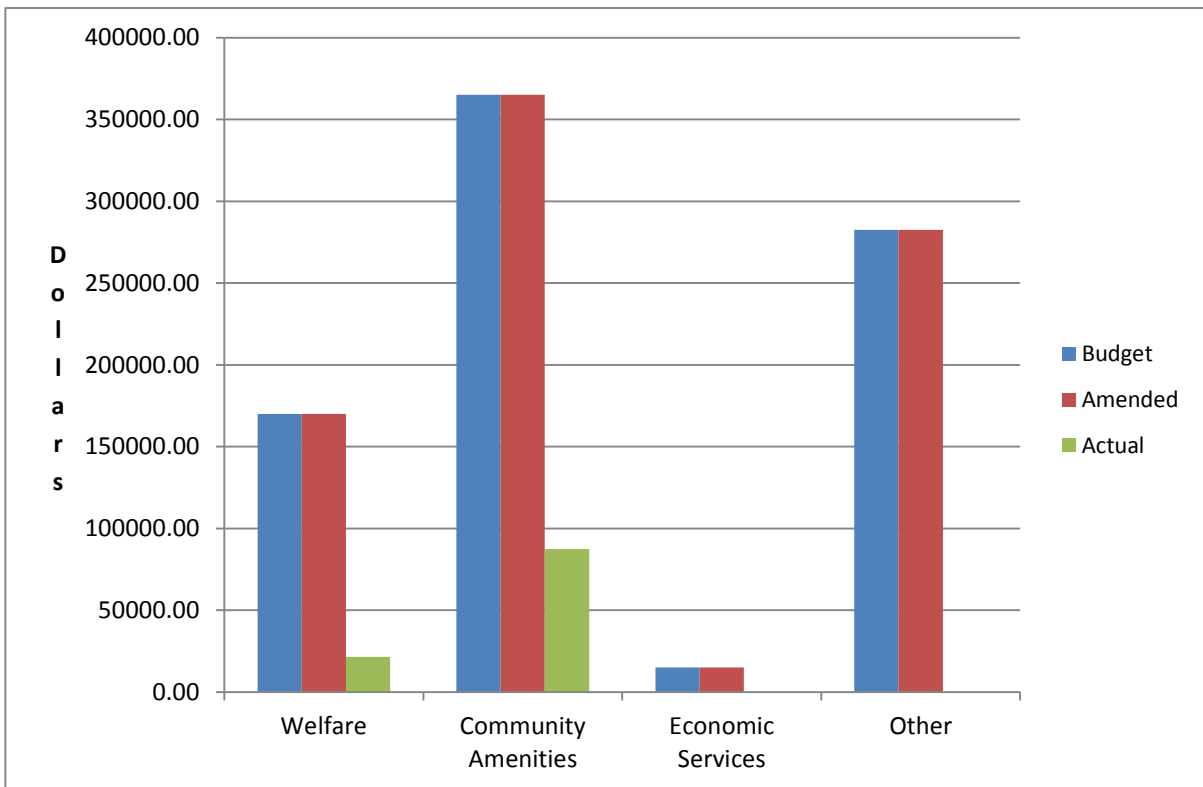
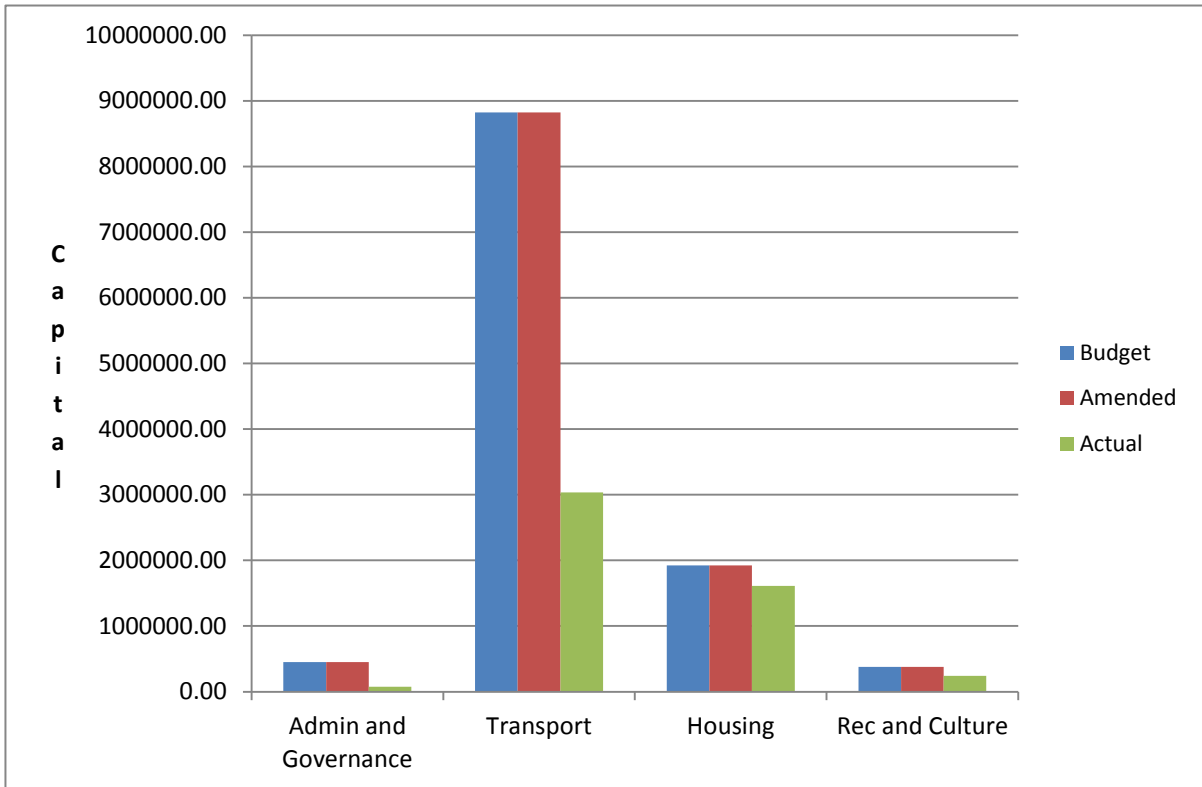
SHIRE OF DERBY WEST KIMBERLEY

Operating Expenditure by Program



SHIRE OF DERBY WEST KIMBERLEY

Capital Expenditure by Program





Shire of Derby/West Kimberley

ITEM 12.2.2

CHEQUE RECONCILIATION AND CREDITORS SCHEDULE OF ACCOUNTS

March 2016

SHIRE OF DERBY/WEST KIMBERLEY
Cheque Reconciliation as at 31st March 2016
Council Meeting 28th April 2016

Electronic Funds Transferred:

Previous Listing	EP#38704 – EP#38855
Current Listing	EP#38856 – EP#39108
Cancelled EFT:	Nil
From Trust Account	\$ 3912.35
From Muni Account	\$ 1647829.17
Total value of EFT Payments:	\$ 1651741.52

Municipal Account:

Previous Cheque Listing	54462 – 54467
Current Cheque Listing	54468 – 54483
Cancelled/Spoilt Cheques:	NIL
Total Value of Cheques	\$ 53255.81

Manual Cheque Payments

Previous Cheque Listing	285 – 286
Current Cheque Listing	Nil
Cancelled/Spoilt Cheques:	Nil
From Trust Account	Nil
From Muni Account	Nil
Total value of Cheques:	Nil

Trust Fund Account:

Previous Cheque Listing	6349 – 6359
Current Cheque Listing	6360 – 6367
Cancelled/Spoilt Cheque:	Nil
Value of Cheques:	\$ 5992.46

Direct Debit Payments

Payroll	\$ 61334.01
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TOTAL MUNI EFT PAYMENTS	\$ 1647829.17
TOTAL TRUST EFT PAYMENTS	\$ 3912.35
TOTAL MUNI CHEQUES	\$ 53255.81
TOTAL TRUST CHEQUES	\$ 5992.46
TOTAL MANUAL CHEQUES	\$ 0.00
DIRECT DEBIT FEES & CHARGES	\$ 915532.35
DIRECT DEBIT PAYROLL	\$ 61334.01
TOTAL	\$2687856.15

EFT PAYMENTS

Cheque /EFT No	Date	Name Invoice Description	Amount
EFT38856	01/03/2016	AERODROME MANAGEMENT SERVICES PTY LTD	12,364.00
INV 2895	03/02/2016	ELECTRICAL ATI FOR DERBY & FX AIRPORT	12,364.00
EFT38857	01/03/2016	AUSTRALIA POST	642.99
INV 639178	03/02/2016	POSTAGE ADMIN - JAN 2016	642.99
EFT38858	01/03/2016	AUSTRALIAN SERVICES UNION	283.80
DEDUCTION	23/02/2016	PAYROLL DEDUCTION 2016	283.80
EFT38859	01/03/2016	BIG BARRA'S ONE STOP SHOP	62.50
INV 32	08/02/2016	XMAS PRESENTS	62.50
EFT38860	01/03/2016	BUCKLEYS EARTHWORKS & PAVING PTY LTD	154,369.55
INV 1899	31/01/2016	NOOKANBAH ROAD- REINSTATE CATTLE GRID	12,188.00
INV 1897	31/01/2016	C5-2015 NERRIMA & GNH GEE GULLY RDS	142,181.55
EFT38861	01/03/2016	G BISHOPS TRANSPORT SERVICES PTY LTD	820.57
INV 17707	14/01/2016	CN 89438 - INV 84530 SIGMA CHEMICALS	181.40
INV 18027	25/01/2016	FREIGHT - VARIOUS	281.02
INV 17896	20/01/2016	FREIGHT - VARIOUS	224.91
INV 17575	11/01/2016	CN 11076 JCB CONTRUCTION INV 66803P	66.62
INV 18240	29/01/2016	CN 98533 G A SPARES INV 869389	66.62
EFT38862	01/03/2016	BEING THERE SOLUTIONS PTY LTD	715.00
INV 2373	01/02/2016	1 X STARTER PACK PLAN FRB 2016,	715.00
EFT38863	01/03/2016	OFFICE NATIONAL BROOME (THE BOSS SHOP)	851.15
INV 847432	03/02/2016	1 X BOX REFLEX A3 PAPER	58.20
INV 841643	30/11/2015	COPY COUNT CHARGES KONICA MINOLTA C554e	257.95
INV 848941	17/02/2016	HP COLOUR LASER JET 645A BLACK CATRIDGE	535.00
EFT38864	01/03/2016	MERCURE INN CONTINENTAL BROOME	286.00
INV 210990	05/02/2016	ACCOM & MEALS WAYNE RICHARDS 4.2.206	143.00
INV 210942	03/02/2016	ACCOM WAYNE RICHARDS 2.2.2016	143.00
EFT38865	01/03/2016	COLIN BRIAN PIGRAM	550.00
INV 77	21/02/2016	PA & PERFORMANCE FOR THE COMMUNITY EXPO 21.2.16	550.00
EFT38866	01/03/2016	STAPLES AUSTRALIA PTY LTD (CORPORATE EXPRESS)	10.60
9017166400	04/02/2016	JANUARY 2016 - STATIONERY ORDER - DEV SERVICES	10.60
EFT38867	01/03/2016	CROSSING AUTOMOTIVE SERVICES	131.84
INV 4459	21/01/2016	SOLENOID FOR TRUCK KW31	131.84
EFT38868	01/03/2016	DERBY BUS SERVICE PTY LTD	44.00
INV 11345	31/01/2016	FREIGHT- INV 655605 CLAREK RUBBER BROOME	44.00
EFT38869	01/03/2016	DERBY FUELS	308.08
INV 406356	15/02/2016	200 LITRES UNLEADED FUEL	308.08
EFT38870	01/03/2016	DERBY FURNITURE	1,124.00
INV 181	09/02/2016	BEDDING & TOWELS 20 CLARENDON STREET UNIT 5	1,124.00
EFT38871	01/03/2016	DERBY FIREARM SUPPLIES	65.00
INV 279	08/01/2016	.22 AMMO	65.00
EFT38872	01/03/2016	LANDGATE (WA LAND INFORMATION AUTHORITY)	24.60
INV 669524	03/02/2016	LAND ENQUIRY	24.60
EFT38873	01/03/2016	DERBY HARDWARE MITRE10	123.94

INV 10413322	04/02/2016	PROTECTIVE OVERALLS FOR MOSQUITTO SPRAYING	43.96
INV 10413620	09/02/2016	RUBBISH BINS X 2	79.98
EFT38874	01/03/2016	EASIFLEET MANAGEMENT	1,707.68
WKIM 1 2016	31/01/2016	MONTHLY FUEL EXPENSES - KIA SORENTO	123.50
20161 WKIM	01/01/2016	KIA SORENTO - MONTHLY LEASING FEE	792.09
201602 WKIM	01/02/2016	KIA SORENTO - MONTHLY LEASING FEE	792.09
EFT38875	01/03/2016	ELDERS LIMITED (DERBY BRANCH)	1,327.88
INV 49884	18/01/2016	OIL MAGNATEC 5/30 20 LITRE	269.59
INV 49789	07/01/2016	KLEENHEAT GAS EXCHANGE - 1THF590	39.06
INV 49811	08/01/2016	DECTOMAX INJECTIBLE 500ML	220.00
INV 50003	01/02/2016	BATTERY N70ZZL - LEFT HAND FOR 11KW	298.25
INV 49991	29/01/2016	CYDECTION 2ltr POUR-ON	202.71
INV 49847	13/01/2016	BATTERY N70ZZ MFL X 2 FOR 15KW	298.27
EFT38876	01/03/2016	FITZROY HARDWARE PTY LTD	70.00
INV 63326	17/11/2015	COMPANION XR5 SPOTLIGHT	70.00
EFT38877	01/03/2016	GJ JOHNSON & CO ELECTRICAL CONTRACTORS	2,490.40
INV 67795	21/01/2016	FX AIRPORT WINDSOCK - REPLACE CABLES	838.20
INV 67886	21/01/2016	FX CHANGE ROOMS - REPAIR BROKEN FLUROS	383.90
INV 67709	21/01/2016	FXVC - REPAIR WATER COOLER REFRGERATION UNIT	434.50
INV 67710	21/01/2016	FXVC - ELECRTICLA REPAIRS - TOILETS	233.20
INV 67885	21/01/2016	42A MCDONALD WAY - ELECRTICAL REPAIRS	600.60
EFT38878	01/03/2016	GUNGALLA MACKAY PTY LTD	13,750.00
INV 23942	12/01/2016	RIPPING OF TRACKS AROUND DINNER TREE	594.00
INV 24054	31/01/2016	MAINTENANCE GRADING	13,156.00
EFT38879	01/03/2016	HORIZON POWER - ACCOUNT PAYMENTS	18,389.27
INV 335373	15/02/2016	7 MILLARD ST - DEPOT - 18.12.15 - 12.2.16	2,754.33
INV 167790	15/02/2016	LOT 1326 WINDJANA ROAD, DERBY 18.12.15 - 11.2.16	673.07
INV 416399	15/02/2016	11 CORKWOOD COURT - PARK - 23.12.15 - 12.2.16	60.92
INV 152662	15/02/2016	LOT 1326 GIBB RIVER RD 16.12.15 - 11.2.16	153.10
INV 405021	15/02/2016	UNIT 15/10 ROWAN ST DERBY 23.11.15 - 11.2.16	589.79
INV 413236	15/02/2016	UNIT 11/10 ROWAN ST DERBY 23.11.15 - 11.2.16	300.38
INV 321183	15/02/2016	30 CLARENDON ST- 7.12.15 - 11.2.16	13,857.68
EFT38880	01/03/2016	JASON SIGNMAKERS	349.69
INV 166359	20/01/2016	STREET SIGNS, SIGN BRACKETS - VARIOUS	349.69
EFT38881	01/03/2016	KRISTAL DAVIDSON	140.20
REIMSMT	22/02/2016	ELECTRICITY SUBSIDY 24.9.15 - 22.11.15	140.20
EFT38882	01/03/2016	WESTERN AUSTRALIAN LOCAL GOVT. ASSOCIATION (WALGA)	100.50
INV 3058429	04/02/2016	2x 2016 WALGA Local Government Directory	100.50
EFT38883	01/03/2016	MARKETFORCE	4,326.65
INV 4345	27/01/2016	ADVT T15-2015 THE W A16/01/2016 & 30/01/2016	1,517.35
INV 4346	27/01/2016	ADVERT T1/2016 WEST AUSTRALIA 16/1/16	748.29
INV 4344	27/01/2016	ADVT - (ETO)- THE WEST AUSTRALIAN - 6.1.16 & 9.1.06	1,306.05
INV 4343	27/01/2016	ADVERT T1/2016 BROOME ADVERTISER 21/01/2016	111.82
INV 4343	27/01/2016	ADVERT TENDER T15-2015 BME ADVERTISER 21/01/2016	111.81
INV 4341	27/01/2016	ADVT ETO - BA - 14.1.2016	369.29

INV 4342	27/01/2016	ADVT ETO - SEEK.COM.AU	162.04
EFT38884	01/03/2016	MARNINWARNTIKURA FITZROY WOMEN'S RESOURCE CENTRE (ABORIGINAL CORP)	8,932.00
INV 1064	11/02/2016	FITZROY VALLEY FUTURES - COORDINATION 1.6.15 - 31.12.15	8,932.00
EFT38885	01/03/2016	IXOM OPERATIONS PTY LTD (FORMERLY ORICA)	1,496.92
INV 5626174	31/01/2016	SERVICE FEE - 70kg CHLORINE CYLINDER	226.42
INV 5618419	14/01/2016	3 x CHLORINE GAS BOTTLES	1,270.50
EFT38886	01/03/2016	PETER JOHN MCCUMSTIE	388.30
TOUR CLAIM	12/02/2016	MILEAGE- DERBY - FX - DERBY	388.30
EFT38887	01/03/2016	PATHWEST LABORATORY MEDICINE WA	431.53
INV 8745067	29/01/2016	JANUARY RANDOM DRUG SCREENING - PORTS	431.53
EFT38888	01/03/2016	RED DOT STORES	267.43
INV 23990819	05/02/2016	GIRLS GROUP MATERIALS	267.43
EFT38889	01/03/2016	DERBY BETTA HOME LIVING	119.00
INV 10050210	01/02/2016	NEW MOBILE FOR K.MCLEOD (ALCATEL 20.01)	119.00
EFT38890	01/03/2016	JENKINS EARTHMOVING & TRANSPORT	60,708.40
INV 267	10/02/2016	2 PERSONNEL TO INSPECT FLOODWAY DAMAGE	1,617.00
INV 268	10/02/2016	MAINTENANCE GRADING C3 - 2015	17,594.72
INV 269	10/02/2016	MAINTENANCE GRADING C3 - 2015	41,496.68
EFT38891	01/03/2016	R MOORE & SONS	43.18
INV 121114	09/02/2016	7135-110 CAV FUEL PUMP GASKET KIT FOR P114	43.18
EFT38892	01/03/2016	RUSTYS IGA (HAGGARTY NOMINEES PTY LTD)	431.69
INV 01/2735	03/02/2016	GROCERIES FOR BOYS PROGRAM	25.21
INV 01/6321	09/02/2016	PILLOWS AND COFFEE MUGS - CONSULTANT'S UNIT	127.95
INV 01/6750	10/02/2016	GROCERIES FOR BOYS PROGRAM	29.19
INV 01/5808	08/02/2016	GROCERIES	34.50
INV 01/8309	12/02/2016	GROCERIES	19.85
INV 01/9985	15/02/2016	MILKSHAKE SUPPLIES AND FRUIT	48.05
INV 01/3008	03/02/2016	GROCERIES	70.24
INV 01/1742	01/02/2016	GROCERIES	58.18
INV 01/7086	10/02/2016	GROCERIES	18.52
EFT38893	01/03/2016	RUSTY'S LIQUOR	44.99
INV 22372	11/02/2016	1 x CTN MID STRENGTH BEER FOR CHAMBERS	44.99
EFT38894	01/03/2016	SAMARA READ	119.54
REIMSMT	26/02/2016	ELECTRICITY SUBSIDY 23.11.15 - 22.1.16	119.54
EFT38895	01/03/2016	SIGMA CHEMICALS	1,555.47
INV 84530/01	11/01/2016	SODIUM BICARB, SODA ASH, DRY CHLORINE etc	875.16
INV 84789/01	19/01/2016	CYANURIC ACID, NO FUME ACID, LOW RES CHLORINE	75.31
INV 84790/01	19/01/2016	LOW RES CHLORINE X 60kg, POOL STABILISER X 45kg	605.00
EFT38896	01/03/2016	SARAH MCKAY	322.69
REIMSMT	25/02/2016	ELECTRICITY SUBSIDY 5.12.15 - 1.2.16	322.69
EFT38897	01/03/2016	SUN PICTURES & SUN CINEMAS	135.00
INV 846	18/01/2016	COMBOS FOR 8 YOUTH AND 2 ADULTS	135.00
EFT38898	01/03/2016	SPINIFEX HOTEL	225.00
INV 22297	17/02/2016	CATERING LUNCH 17.2.2016 - PROCUREMENT TRAINING	225.00
EFT38899	01/03/2016	SYDNEY WEBLEY	890.72

REIMSMT	25/02/2016	ELECTRICITY SUBSIDY 1.4.15 - 15.1.16	890.72
EFT38900	01/03/2016	TOLL PRIORITY	106.55
INV 69037439	19/02/2016	CN 0090S576G4 WATER EXAM LAB NEDLANDS	106.55
EFT38901	01/03/2016	TOXFREE - BROOME	121,737.09
INV 74129	25/01/2016	DISPOSAL OF WASTE OIL	932.36
INV 74064	25/01/2016	DISPOSAL OF DOMESTIC OIL 1000L IBC	932.36
INV 74111	31/01/2016	MONTHLY WASTE SERVICES - DERBY & FX- JAN 2016	115,612.37
INV 74077	31/01/2016	2M REC FL EMPTIES 6.1.16 & 20.1.16	4,260.00
EFT38902	01/03/2016	TYREPOWER DERBY	2,055.00
INV 104280	22/12/2015	NS70L BATTERY FOR 4KW	195.00
INV 104315	07/01/2016	TOYO 245/70R17 TYRES, DISPOSAL OF 5 X TYRES	1,685.00
INV 104364	20/01/2016	CENTURY 57 BATTERY FOR IDUN603	175.00
EFT38903	01/03/2016	CHEFMASTER AUSTRALIA	1,631.00
INV 6695	29/01/2016	ROADSIDE LITTERBAGS ORANGE - BRLB	1,631.00
EFT38904	01/03/2016	WATTNOW ELECTRICAL	3,253.84
INV 1322	18/02/2016	INSTALL GPOs, EXHAUST FANS - 20 CLARENDON ST UNITS	3,253.84
EFT38905	01/03/2016	WOOLWORTHS PTY LIMITED	683.75
INV 2214487	27/01/2016	GROCERIES	83.87
INV 2214582	08/02/2016	GIRLS GROUP GROCERIES	28.24
INV 2258501	15/02/2016	GIRLS GROUP GROCERIES	27.07
INV 2258538	17/02/2016	WATER FOR OUTSIDE STALLS AT COMMUNITY EXPO	22.00
INV 2258532	17/02/2016	GIFT CARDS, FRUIT, SNACKS FOR YAC	209.04
INV 2258080	10/02/2016	GROCERIES FOR COOK UP	124.21
INV 2258539	17/02/2016	GROCERIES FOR COOK UP	189.32
EFT38906	03/03/2016	AERODROME MANAGEMENT SERVICES PTY LTD	1,672.00
INV 2937	17/02/2016	DERBY AIRPORT DRAFT APRON PLAN,	1,672.00
EFT38907	03/03/2016	ARAC REFRIGERATION & AIR CONDITIONING	187.00
INV 3274	25/02/2016	REPAIRS TO 3 X SPLIT A/c AT FXVC	187.00
EFT38908	03/03/2016	ASB MARKETING PTY LTD	3,785.98
INV 217150	13/01/2016	SUPER PREMIUM PULLUP BANNER, SANDWICH PEAK CAP	3,785.98
EFT38909	03/03/2016	OFFICE NATIONAL BROOME (THE BOSS SHOP)	751.00
INV 846526	28/01/2016	PRINTER CAERTRIDGE HP LASERJET C9732AC	751.00
EFT38910	03/03/2016	BONITA D. SINCLAIR	255.02
REIMSMT	02/03/2016	WATER CHARGE 12.9.15 - 5.1.16	255.02
EFT38911	03/03/2016	CHRIS HURSTFIELD	459.22
REIMSMT	01/03/2016	TELEPHONE 12/2015, 1/2016, ELECRTICITY 8.12.15- 3.2.16	459.22
EFT38912	03/03/2016	TOTALLY WORKWEAR - DERBY	476.80
INV 10765	07/02/2016	2 X BROAD BRIMMED HAT - AINI & DAVID	35.00
INV 10764	07/02/2016	UNIFORM - TARYN DYER	281.80
INV 10763	07/02/2016	UNIFORM HELLEN DAVIS	120.00
INV 10866	21/02/2016	PROTECTION HAT (WIDE BRIM) FOR RON DELVIN	40.00
EFT38913	03/03/2016	COLIN WILKINSON DEVELOPMENTS PTY LTD	86,474.69
INV 7031	22/02/2016	T8-2015 HOUSE CONSTRUCTION AT 603 HANSON ST	86,474.69
EFT38914	03/03/2016	DERBY BUS SERVICE PTY LTD	22.00
INV 11376	23/02/2016	DRY ICE FROM BOC TO SDWK	22.00
EFT38915	03/03/2016	DERBY FURNITURE	629.00

INV 185	18/02/2016	QUEEN SIZE MATTRESS	629.00
EFT38916	03/03/2016	DERBY FIREARM SUPPLIES	15.00
INV 0279	12/02/2016	JOCKEY WHEEL HANDLE	15.00
EFT38917	03/03/2016	DERBY SPORTSMEN'S CLUB INC	565.00
INV EXPO 01	21/02/2016	DRINKS FOR STALL HOLDERS	565.00
EFT38918	03/03/2016	DERBY PROGRESSIVE SUPPLIES	148.87
INV 2259194	24/02/2016	CHIPS FOR RESALE AT THE POOL	148.87
EFT38919	03/03/2016	DERBY VISITOR CENTRE	45.00
INV 5257938	25/02/2016	COASTERS "KIMBERLEY/DERBY THEME" FOR GIFTS	45.00
EFT38920	03/03/2016	DERBY HARDWARE MITRE10	193.08
INV 10413765	11/02/2016	COCK HOSE BRASS 1/2", TAP BRASS 3/4", CHAINSAW OIL	88.95
INV 10413786	11/02/2016	2 X FLURO TUBES, 2 X STARERS, 2 X LIGHT GLOBES	41.45
INV 10414733	24/02/2016	MACHINE SCREW & NUTS-PAN , FLAT WASHER	13.49
INV 10413394	05/02/2016	SECURITY BIT SET 61 PCE, KNOB MSHRM CP 32mm	35.29
INV 10413377	05/02/2016	CASTON W/SOCKET 50mm PK2	13.90
EFT38921	03/03/2016	EXTREME PEST CONTROL	220.00
INV 8795	15/02/2016	RODENT BAITING AT THE REC CENTRE BLDG	220.00
EFT38922	03/03/2016	HARDY FUEL AND LUBRICANTS	13,990.00
INV 4342	17/02/2016	DIESEL FUEL	13,990.00
EFT38923	03/03/2016	HYDROKLEEN	8,514.00
INV 2373	27/02/2016	404A FALLON RD - ANNUAL SERVICE TO A/C UNITS	792.00
INV 2375	27/02/2016	404C FALLON RD - ANNUAL SERVICE TO A/C UNITS	792.00
INV 2370	27/02/2016	LOT 42B McDONALD WAY - ANNUAL SERVICE TO A/C UNITS	990.00
INV 2369	27/02/2016	LOT 42A McDONALD WAY - ANNUAL SERVICE TO A/C UNITS	990.00
INV 2367	27/02/2016	SHORT STAY ACCOM UNITS FX - SERVICE TO A/C UNITS	660.00
INV 2366	27/02/2016	FX DEPOT BUILDING- ANNUAL SERVICE TO A/C UNITS	396.00
INV 2376	27/02/2016	FX REC PRECINCT CHANGEROOMS - SERVICE TO A/C UNITS	396.00
INV 2372	27/02/2016	PUBLIC HALL FX - ANNUAL SERVICE TO A/C UNITS	198.00
INV 2371	27/02/2016	FX AIRPORT BLDG - ANNUAL SERVICE TO A/C UNITS	198.00
INV 2364	27/02/2016	FX VISITOR CENTRE BLDG - ANNUAL SERVICE TO A/C UNITS	1,980.00
INV 2368	27/02/2016	LOT 175 EMANUEL WAY, - ANNUAL SERVICE TO A/C UNITS	594.00
INV 2365	27/02/2016	FX REC PRECINCT CHANGEROOMS - SERVICE TO A/C UNITS	528.00
EFT38924	03/03/2016	HUTCHINSON REAL ESTATE (RENT)	2,058.33
87 KNWSLY	02/03/2016	RENT 87 KNOWSLEY ST EAST 1.3.16 - 31.3.16	2,058.33
EFT38925	03/03/2016	HORIZON POWER - ACCOUNT PAYMENTS	3,598.57
INV 162691	18/02/2016	UNIT 1/636 LOCH ST DERBY 22.11.15 - 10.2.16	2,931.94
INV 107820	25/02/2016	84/A DURACK ST CABBALLIN 25.12.15 - 24.2.16	666.63
EFT38926	03/03/2016	LALGARDI ENTERPRISES PTY LTD	9,507.70
INV 404	18/02/2016	CLEANING SHIRE BUILDINGS JAN 2016	9,507.70
EFT38927	03/03/2016	NORTH WEST LOCKSMITH	308.00
INV 8428	23/02/2016	4 X PADLOCKS TO SUIT HP MASTER AND 41245 KEY	308.00
EFT38928	03/03/2016	PORTNER PRESS PTY LTD	97.00
INV 97	11/02/2016	EMPLOYMENT LAW UPDATE 1/2016	97.00
EFT38929	03/03/2016	RAY WHITE DERBY	4,000.00
15/5 ROWAN	25/02/2016	FULL VACATE CLEAN 15/5 ROWN ST	1,100.00
11/5 ROWAN	25/02/2016	FULL VACATE CLEAN 11/5 ROWAN ST	1,100.00

7 BLDWD	02/03/2016	RENT 7 BLOODWOOD CR 4.3.16 - 31.3.16	1,800.00
EFT38930	03/03/2016	DERBY BETTA HOME LIVING	1,001.00
INV 10050434	08/02/2016	WHITE GOODS FOR 20 CLARENDON STREET UNIT 5	1,001.00
EFT38931	03/03/2016	SARA HENNESSY	181.95
REIMSMT	26/02/2016	ELECTRIC BALLOON AIR PUMP	181.95
EFT38932	03/03/2016	SIRENS OF SILENCE INC.	500.00
QUICK GRANT	26/02/2016	QUICK GRANT	500.00
EFT38933	03/03/2016	SPINIFEX HOTEL	1,238.00
INV 22516	26/02/2016	COUNCIL MTG LUNCH 26.2.2016	120.00
INV 22516	26/02/2016	CATERING FOR COUNCIL MEETING 25/02/2016	400.00
INV 22516	26/02/2016	CARTON OF "VB" AND TWO 6 PACKS OF CORONA	118.00
INV 22538	26/02/2016	2 X DINNER VOUCHERS	600.00
EFT38934	03/03/2016	STUART MARTIN	667.59
REIMSMT	01/03/2016	ELECTRICITY CHARGE 28.9.15 - 4.12.15	667.59
EFT38935	03/03/2016	TOP END WELDING & MINE MAINTENANCE	1,525.70
INV 2498	11/02/2016	FABRICATE AND INSTALL GATE	555.50
INV 2501	11/02/2016	REFURBISH TRUCK TOW BAR - P137	297.00
INV 2499	11/02/2016	FABRICATE DRAIN COVER PLATES CNR LOCH & NEVILLE	673.20
EFT38936	03/03/2016	TOTS AND TOYS DERBY	48.00
INV 14	23/02/2016	2 x BASKETBALLS	48.00
EFT38937	03/03/2016	TRAVERS ELECTRICAL	469.70
INV 20112798	12/02/2016	REPLACE FAULTY CIRCUIT BREAKER	469.70
EFT38938	03/03/2016	AJ & JA TWADDLE (BUILDING CONTRACTOR)	1,550.47
INV 6024	16/02/2016	1 X BEDROOM DOOR, FLYSCREEN MESH etc	1,550.47
EFT38939	03/03/2016	TOTALLY WORK WEAR - BROOME	509.40
INV 10762	07/02/2016	UNIFORM MICHAEL WILSON	509.40
EFT38940	03/03/2016	TOXFREE - BROOME	110,190.37
INV 74110	31/01/2016	TIP MNGMT - DERBY & FX JAN 2016 - C18 - 2013	110,190.37
EFT38941	03/03/2016	WOOLWORTHS PTY LIMITED	575.66
INV 2258568	22/02/2016	GROCERIES FOR HEALTH PROMOTION - FX VALLEY EAST	98.00
INV 2258595	24/02/2016	ITEMS FOR RESALE, ITEMS FOR RESALE	175.06
INV 2257706	29/02/2016	GROCERIES - FRUITS/ MILKSHAKE	98.86
INV 2258043	15/02/2016	SUPPLIES FOR CURTIN AIRPORT KIOSK	65.28
INV 2214480	26/01/2016	SUPPLIES FOR CURTIN AIRPORT KIOSK	92.79
INV 2258578	22/02/2016	BATTERIES AND ICE	45.67
EFT38942	04/03/2016	INTEGRITY COACHLINES (AUST) PTY LTD	394.40
INV TINT.23	04/03/2016	FXDS 10/02/2016	394.40
EFT38943	08/03/2016	CHRISTINE BODDINGTON	1,000.00
INV T127	08/03/2016	HIRE OF CIVIC CENTRE HALL 05/03/2016	1,000.00
EFT38944	10/03/2016	ARCHER BUILDERS	3,243.90
INV 4225	09/02/2016	RETENTION - DEMOLITION OF 536 DELEWARR ST	3,243.90
EFT38945	10/03/2016	SPINIFEX CABINETS	760.00
INV 3391	29/01/2016	BLINDS FOR 404C FALLON RD FX	760.00
EFT38946	10/03/2016	A & B TYRES	2,335.00
INV 15731	04/02/2016	2 X NEW TYRES FOR 15KW	470.00
INV 15718	03/02/2016	2 X NEW TYRES AND TUBES FOR 18KW	720.00

INV 15949	23/02/2016	2KW - PUNCTURE REPAIR	35.00
INV 15715	03/02/2016	PUNCTURE REPAIR - P114	80.00
INV 16001	26/02/2016	SUPPLY, FIT, ROTATE AND BALANCE 2 TYRES TO P598	920.00
INV 15866	16/02/2016	PUNCTURE REPAIR TO P75	110.00
EFT38947	10/03/2016	ASHBURNER FRANCIS	37,510.00
INV NT 1708	29/02/2016	DERBY AIRPORT - ENGG CONSULTANCY SERVICES FEB 2016	12,650.00
INV NT1683	29/01/2016	DERBY AIRPORT ENGG CONSULTANCY SER - JAN 2016	24,860.00
EFT38948	10/03/2016	ALTHAM PLUMBING CONTRACTORS	680.10
INV 3164	29/02/2016	REPAIR LEAK	433.92
INV 3150	19/02/2016	REPAIR LEAKING TOILET - DEPOT	123.09
INV 3182	01/03/2016	REPAIR LEAKING FEMALE TOILET CIVIC CENTRE	123.09
EFT38949	10/03/2016	BLACKWOODS ATKINS - BROOME	127.49
BMAM1864	10/02/2016	LOCTITE 510, WATER BOTTLE	94.25
BMAM8134	15/02/2016	AIR FRESH TREES	33.24
EFT38950	10/03/2016	BLUEBOTTLE CONSULTING	11,084.00
INV KZ006	23/02/2016	KIMBERLEY YOUTH STRATEGY - STAGE 2 WORKSHOP	11,084.00
EFT38951	10/03/2016	DERBY AUTO PARTS	80.00
INV 55511	26/02/2016	BEARINGS FOR P151	80.00
EFT38952	10/03/2016	STAPLES AUSTRALIA PTY LTD (CORPORATE EXPRESS)	932.81
9017343792	23/02/2016	STATIONERY FEB 2016	876.33
9017334089	23/02/2016	FEBRUARY 2016 STATIONERY FITZROY CROSSING	44.59
9017354214	24/02/2016	FEBRUARY 2016 STATIONERY FITZROY CROSSING	11.89
EFT38953	10/03/2016	CROSSING AUTOMOTIVE SERVICES	38.50
INV 4668	22/02/2016	REPAIR TYRE FOR KUBOTA MOWER 1DDK827	38.50
EFT38954	10/03/2016	DCPM HOLDINGS	90,172.50
INV 120386	30/11/2015	DERBY DOMESTIC AIRPORT - ARCHITECTURAL SERVICSE	19,305.00
INV 120401	26/02/2016	HELIPORT & TOURISM LOUNGE - ARCHITECTURAL SERVICES	15,400.00
INV 120398	24/12/2015	DERBY AIRPORT- DESIGN & DOCUMENTATION - DEC 2015	5,445.00
INV 120387	30/11/2015	DERBY HELIPORT TERMINAL - ARCHITECTURAL SERVICES	3,822.50
INV 120400	26/02/2016	DERBY DOMESTIC TERMINAL - JAN & FEB 2016	46,200.00
EFT38955	10/03/2016	DERBY NEWSAGENCY & LOTTERIES	91.20
INV 13066	02/03/2016	ACCOUNT 45 - BA & MW, ACCOUNT 45 - BA & MW	20.60
INV 12894	05/01/2016	ART SUPPLIES	70.60
EFT38956	10/03/2016	DERBY HARDWARE MITRE10	306.00
INV 10414540	22/02/2016	6 X BEDSIDE LAMPS AND 3 X QUILT COVER SETS	306.00
EFT38957	10/03/2016	HYDROKLEEN	792.00
INV 2374	27/02/2016	404B FALLON RD - ANNUAL SERVICE TO A/C UNITS	792.00
EFT38958	10/03/2016	HUTCHINSON REAL ESTATE (RENT)	691.66
7B ANDRSN	29/02/2016	TICK AND FLEE TREATMENT	330.00
7/9 CASSIA	24/02/2016	RENT 7/9 CASSIA 15.2.1 - 22.2.16, WATER 5.1.16 - 15.2.16	361.66
EFT38959	10/03/2016	HORIZON POWER - ACCOUNT PAYMENTS	14,498.93
INV 220780	01/03/2016	DERBY STREET LIGHTS 1.2.16 - 29.2.16	14,498.93
EFT38960	10/03/2016	MICHELLE WENDY INGLIS	346.05
REIMSMT	26/02/2016	ELECTRICITY CHARGE 6.12.15 - 2.2.16	346.05
EFT38961	10/03/2016	CROSSING INN	975.00
INV 24517	17/12/2015	COUNCIL MTG 26.11.2015 - ROOM HIRE AND FOOD	975.00

EFT38962	10/03/2016	ITVISION	48,015.34
INV 26095	31/12/2015	CPM IMPLEMENTATION FOR KIMBERLEY ZONE	44,000.00
INV 26034	18/12/2015	CPM IMPLEMENTATION FOR KIMBERLEY ZONE - TVL	4,015.34
EFT38963	10/03/2016	JCB CONTSTRUCTION EQUIPMENT AUSTRALIA	403.16
INV 66803P	08/01/2016	VARIOUS PARTS FOR P81	403.16
EFT38964	10/03/2016	KIMBERLEY HIRE	1,809.04
INV 4301	31/12/2015	HIRE OF PORTALOO AT WHARF 1.12.15 - 31.12.15 ,	389.71
INV 4300	31/12/2015	HIRE OF TEMP FENCING AT DERBY AIRPORT - DEC 2015	1,124.71
INV 4302	31/12/2015	HIRE OF TEMP FENCING AT DERBY WHARF DEC 2015	294.62
EFT38965	10/03/2016	KW REFRIGERATION & A/C	561.70
INV 5346	29/02/2016	REPLACE EXTERNAL CONDENSOR FAN MOTOR	298.36
INV 5347	29/02/2016	REPLACE CIRCULATION FAN TO REFRIGERATOR	263.34
EFT38966	10/03/2016	MODUS COMPLIANCE PTYLTD	3,003.00
INV C86	21/01/2016	DERBY AIRPORT - ENERGY EFICIENCY PRELI. ASSMT	1,210.00
INV C84	20/01/2016	DERBY AIRPORT - PRELI. DESIGN COMPLIANCE REPORT	1,793.00
EFT38967	10/03/2016	MYRA HENRY	93.46
REIMSMT	10/03/2016	ELECTRICITY SUBSIDY 23.11.15 - 1.2.15	93.46
EFT38968	10/03/2016	OUTBACK ELECTRICAL & AIRCON SERVICES	833.80
INV 763	29/02/2016	REPAIR FAULT WITH LIGHTS TO DEPOT OFFICE	209.00
INV 759	22/02/2016	FALLEN POLE IN TOWN OVAL - DISCONNECT	192.50
INV 760	29/02/2016	REPAIR ALL NON-FUNCTIONING EMERGENCY EXIT SIGNS	432.30
EFT38969	10/03/2016	NAJA BUSINESS CONSULTING SERVICES	6,442.46
INV 59	08/03/2016	LAND TENURE SCOPING WORKSHOP	6,442.46
EFT38970	10/03/2016	NICHOLAS MARK HARRINGTON	487.28
REIMSMT	09/03/2016	ELECTRICITY SUBSIDY 2.12.15 - 29.1.15	487.28
EFT38971	10/03/2016	OFFICE STAR	3,423.20
INV 41321	29/02/2016	TRAVEL CHARGE TO DERBY 24.2.16	126.50
INV 41272	29/02/2016	COPY COUNT CHARGES TOSHIBA E2050C - 48000 - 56000	1,108.80
INV 41225	26/02/2016	COPY COUNT E5540C 330000 - 340000, 196000 - 204000	1,240.80
INV 41229	26/02/2016	COPY COUNT E2050C 20000 - 22000	277.20
INV 41222	26/02/2016	COPY COUNT E4540C - CLR - 168000- 170000	346.50
INV 41262	29/02/2016	COPY COUNT E2540C - CLR 42000-44000	323.40
EFT38972	10/03/2016	PFD FOOD SERVICES PTY LTD - BROOME	222.40
JY904269	08/02/2016	SUPPLIES FOR CURTIN AIRPORT CANTEEN	222.40
EFT38973	10/03/2016	PAUL MACKIE	167.82
REIMSMT	08/03/2016	ELECTRICITY SUBSIDY 8.12.15 - 3.2.16, STOCK POT	167.82
EFT38974	10/03/2016	AUSTRALASIAN PERFORMING RIGHT ASSOC LIMITED	268.81
INV 1234733/9	01/03/2016	LICENSE FOR THE SWIMMING POOL 1.3.16 - 31.5.16	268.81
EFT38975	10/03/2016	R D A KIMBERLEY (REGIONAL DEVELOPMENT AUSTRALIA)	2,301.51
INV 0002	23/11/2015	LEASE OF OFFICE SPACE OCT, NOV & DEC 2015	2,301.51
EFT38976	10/03/2016	DERBY BETTA HOME LIVING	35.00
INV 10049278	02/12/2015	1 X SONY NP-BN1 CAMERA BATTERY	35.00
EFT38977	10/03/2016	ROY GRIPSKE & SONS PTY LTD	566.06
INV 874361	11/02/2016	AIR FILTER # KAW11013-0752, FUEL SPOUT , TYRE SEALANT	566.06
EFT38978	10/03/2016	REBECCA HERBERT	199.99
REIMSMT	25/02/2016	CATERING FOR KIMBERLEY REGIONAL GROUP MTG 26.2.16	58.89

REIMSMT	29/02/2016	CHINESE VISA FEE, POSTAGE	141.10
EFT38979	10/03/2016	RONALD JAMES BACK	4,812.50
INV 789	19/02/2016	REVIEW OF FINANCIAL POSITION 2011/12 - 2015/16 BUDGET	4,812.50
EFT38980	10/03/2016	SKIPPERS CLEANING SERVICES	825.00
INV 386	29/02/2016	ADDITIONAL EXIT CLEAN 7/9 CASSIA CLOSE FRASER (ETO)	715.00
INV 387	29/02/2016	5/20 CLARENDON ST CLEANING	110.00
EFT38981	10/03/2016	SPORTSPOWER BROOME	128.00
INV 34078	19/02/2016	HANDWRAPS	128.00
EFT38982	10/03/2016	SUPER MOTOR SPARES	192.95
INV 417577	24/02/2016	FUEL FILTER, OIL FILTER, AIR FILTER	192.95
EFT38983	10/03/2016	SAVANNAH WAY LIMITED	5,500.00
INV 918	18/02/2016	SAVANNAH WAY LIMITED PLATINUM MEMBERSHIP 2015-16	5,500.00
EFT38984	10/03/2016	TOLL PRIORITY	142.93
69037656	04/03/2016	CN 0090S576FD - WATER SAMPLES TO NEDLANDS	142.93
EFT38985	10/03/2016	TELSTRA CORPORATION	661.04
2.00021E+12	26/02/2016	NOEL MYERS 9443 8273 - 22.1.16 - 21.2.16	96.10
4275260810	27/02/2016	SHIRE SATELLITE PHONES JAN 2016	490.00
1718873800	27/02/2016	FXVC - BROADBAND - RENTAL 20.2.16 - 19.3.16	74.94
EFT38986	10/03/2016	THE MANGROVE RESORT HOTEL	2,428.00
INV 284402/1	29/02/2016	KIMBERLEY REGIONAL GROUP DINNER 26.2.2016	2,428.00
EFT38987	10/03/2016	TOLL EXPRESS	45.08
INV 3320027	21/02/2016	CN 4519769915 FX TO STATE LIB PERTH	45.08
EFT38988	10/03/2016	WASIM HIDER	250.00
INV REFUND	04/03/2016	KEY BOND RETURN FOR GYM KEY	250.00
EFT38989	10/03/2016	WATTLEUP TRACTORS	184.00
INV 1222239	18/02/2016	3808206M3 - RADIATOR HOSE	104.30
INV 1222144	16/02/2016	HEADER WATER TANK, RADIATOR CAP FOR P114	79.70
EFT38990	10/03/2016	WOOLWORTHS PTY LIMITED	522.10
INV 2258575	22/02/2016	SNACKS FOR GIRLS GROUP	21.35
INV 2257726	02/03/2016	COOKING GROCERIES	256.02
INV 2258613	25/02/2016	ITEMS FOR COMMUNITY SWIM CLASSIC	155.73
INV 2258614	26/02/2016	PRIZES FOR COMMUNITY SWIM CLASSIC	89.00
EFT38991	10/03/2016	COMFORT INN WENTWORTH PLAZA	665.00
10000315722	28/02/2016	ACCOM KATE HITHERSAY - MOSAiC TRAINING	665.00
EFT38992	10/03/2016	SHIRE OF WYNDHAM-EAST KIMBERLEY	591.55
INV 27789	28/01/2016	REIMSMT - WAYNE RICHARDS - FLIGHTS	591.55
EFT38993	11/03/2016	ANTONIO ZELENCIC	100.00
INV T23	11/03/2016	REFUND BOND SQUASH COURT KEY	100.00
EFT38994	11/03/2016	JANICE PETERSON	26.25
INV TJPN.23	11/03/2016	FXDS 23/02/2016	26.25
EFT38995	11/03/2016	NGARINNGA NGARI DESIGNS	35.00
INV TNND.23	11/03/2016	FXDS 23/02/2016	17.50
INV TNND.23	11/03/2016	FXDS 11/02/2016	17.50
EFT38996	18/03/2016	ANNETTE KOGOLO	4,125.00
INV ALWNCE	14/03/2016	COUNCILLOR'S ALLOWANCE 1.1.16 - 31.3.16	4,125.00
EFT38997	18/03/2016	ALTHAM PLUMBING CONTRACTORS	1,009.56

INV 3199	10/03/2016	UNBLOCK DRAIN TO INTERNAL WASH TROUGH	654.56
INV 3221	10/03/2016	REPAIR WATER LEAKS TO DERBY DEPOT	355.00
EFT38998	18/03/2016	AUSTRALIAN SERVICES UNION	283.80
DEDUCTION	08/03/2016	PAYROLL DEDUCTION 2016	283.80
EFT38999	18/03/2016	BLUEBOTTLE CONSULTING	10,637.00
INV SDWK001	04/03/2016	DERBY YOUTH STRATEGY DEVT ZONE DOCUMENT	10,637.00
EFT39000	18/03/2016	BUCKLEYS EARTHWORKS & PAVING PTY LTD	5,160.10
INV 1889	16/12/2015	PROVISION OF TWO TRAFFIC CONTROLLERS	308.00
INV 1909	29/02/2016	REPAIRS TO CREEK CROSSING ON CHRISTMAS ROAD	4,852.10
EFT39001	18/03/2016	BOOKEASY PTY LTD	220.00
INV 10017	07/03/2016	BOOKEASY BOOKING RETURNS COMMISSION FEB 2016	220.00
EFT39002	18/03/2016	COMPLETE AQUATIC SERVICES PTY LTD	5,846.50
INV 163	01/03/2016	DMSP MINOR CHLORINE SERVICES	5,846.50
EFT39003	18/03/2016	CHELSEA THOMAS	301.81
REIMSMT	09/03/2016	ELECTRICITY SUBSIDY 20.10.15 - 4.12.15	301.81
EFT39004	18/03/2016	BOC LIMITED	276.09
INV 1334520	29/02/2016	MONTHLY GAS SERVICE FEB 2016, , ,	269.71
INV 1334520	29/02/2016	DDRY ICE FOR MOSQUITTO TRAPPING	6.38
EFT39005	18/03/2016	CHRIS KLOSS	4,125.00
INV ALWNCE	14/03/2016	COUNCILLOR'S ALLOWANCE 1.1.16 - 31.3.16	4,125.00
EFT39006	18/03/2016	TOTALLY WORKWEAR - DERBY	110.40
INV 10924	28/02/2016	UNIFORM CLAY PROUSE, HENRY AITKEN & LUKE BRIDGE	110.40
EFT39007	18/03/2016	MERCURE INN CONTINENTAL BROOME	406.00
INV 211556	26/02/2016	ACCOM ELSIA ARHCER 26.2.16 - 27.2.16	144.00
INV 211557	27/02/2016	ACCOM STEPHEN GASH 26.2.16	119.00
INV 211558	27/02/2016	ACCOM CNR P WHITE 26.2.16	143.00
EFT39008	18/03/2016	DERBY AUTO ELECTRICAL&AIR CONDITIONING	196.71
INV 36055	24/02/2016	UHF ANTENNAE BASE , ANTENNAE BAS & CABLE	149.15
INV 36064	26/02/2016	RELAY 12v 70 AMP 4 PIN, PUSH BUTTON SWITCH	47.56
EFT39009	18/03/2016	DERBY BUS SERVICE PTY LTD	49.50
INV 11450	29/02/2016	FREIGHT- VARIOUS	49.50
EFT39010	18/03/2016	DERBY PROFESSIONAL CENTRE	5,830.00
SDWK0316	01/03/2016	RENT GYMNASIUM MARCH 2016	5,830.00
EFT39011	18/03/2016	DERBY PROGRESSIVE SUPPLIES	12.61
INV 2259236	25/02/2016	CONTAINER 1 LITRE WITH CAP, DRUM TAP	12.61
EFT39012	18/03/2016	DERBY VISITOR CENTRE	26.20
INV 5257939	09/03/2016	FREIGHT GREYHOUND BUS DEBRY- FX	26.20
EFT39013	18/03/2016	ELSIA MAY ARCHER	15,488.32
INV ALWNCE	14/03/2016	COUNCILLOR'S ALLOWANCE 1.1.16 - 31.3.16	5,531.25
INV ALWNCE	14/03/2016	SHIRE PREZ' ALLOWANCE 1.1.16 - 31.3.16	9,604.43
REIMSMT	14/03/2016	CAR PARKING FEE - BME AIRPORT	42.00
TOUR CLAIM	14/03/2016	MILEAGE - DERBY - BME- DERBY - 440km	310.64
EFT39014	18/03/2016	EMMA GUGERI	85.75
REIMSMT	16/03/2016	ELECTRICITY SUBSIDY 30.12.15 - 19.1.16	85.75
EFT39015	18/03/2016	DEPARTMENT OF FIRE AND EMERGENCY SERVICES.	58,590.10
INV 142407	22/02/2016	2015-16 ESL QUARTER 3	58,590.10

EFT39016	18/03/2016	HORIZON POWER - ACCOUNT PAYMENTS	12,510.43
INV 406259	03/03/2016	LOC 26818 WHARF ROAD DERBY 1.2.16 - 29.2.16	3,693.70
INV 198764	10/03/2016	L128 G N H'WAY FX 9.2.16 - 9.3.16	2,632.72
INV 312249	09/03/2016	LOT 143 DERBY H'WAY DERBY 4.2.16 - 4.3.16	6,184.01
EFT39017	18/03/2016	IRIS DENISE PROUSE	4,125.00
ALWNCE	14/03/2016	COUNCILLOR'S ALLOWANCE 1.1.16 - 31.3.16	4,125.00
EFT39018	18/03/2016	JOHN CAREY	310.83
REIMSMT	09/03/2016	WATER CHARGE 9.11.15 - 5.1.16	310.83
EFT39019	18/03/2016	JUNE OSCAR	4,125.00
ALWNCE	14/03/2016	COUNCILLOR'S ALLOWANCE 1.1.16 - 31.3.16	4,125.00
EFT39020	18/03/2016	JOHN PATRICK MCNAMARA	46.98
REIMSMT	15/02/2016	ELECTRICITY SUBSIDY 18.12.15 - 11.2.16	46.98
EFT39021	18/03/2016	J S CARPENTRY	160.00
INV 212	03/03/2016	WORLD DONE AT FX PIONEER CEMETRY	160.00
EFT39022	18/03/2016	JASON SIGNMAKERS	763.40
INV 167264	25/02/2016	CAUTION SIGN, TRICOPYR & PICLORAM, GLYPHOSATE etc	763.40
EFT39023	18/03/2016	KATHERINE JANE HITHERSAY	101.91
REIMSMT	15/03/2016	KIDS BOOKS FROM DYMOCKS	101.91
EFT39024	18/03/2016	KRISTAL DAVIDSON	113.33
REIMSMT	16/03/2016	ELECTRICITY SUBSIDY 23.11.15 - 11.2.16	113.33
EFT39025	18/03/2016	KENNETH BRUCE SPRY	405.17
REIMSMT	17/03/2016	ELECTRICITY SUBSIDY 28.11.15 - 27.1.16	405.17
EFT39026	18/03/2016	LALGARDI ENTERPRISES PTY LTD	9,507.70
INV 412	29/02/2016	CLEANING SHIRE BLDGS - FEB 2016	9,507.70
EFT39027	18/03/2016	McKENO BLOCKS & PAVERS	2,299.00
INV 7631	15/02/2016	SOLID STRECHER X 270	2,299.00
EFT39028	18/03/2016	MACFARLAN ELECTRICAL	2,233.00
INV 195	22/02/2016	REPAIR FAULT AN DREINSTATEMENT OF POWER LINE	2,233.00
EFT39029	18/03/2016	MERCURE HOTEL PERTH	721.00
INV 170103	03/03/2016	ACCOM ELSIA ARCHER 29.2.16 - 2.3.16,	721.00
EFT39030	18/03/2016	MANAGED IT PTY LTD	15,979.78
INV 34779	01/03/2016	MANAGED SERVER SERVICES - MONTHLY RECURRING FEE	546.15
INV 34777	01/03/2016	BACKUP & RECOVERY MONTHLY SERVICE	4,145.90
INV 34773	01/03/2016	MONTHLY BILLING MARCH 2016	9,467.15
INV 34774	01/03/2016	MOTNHLY BILLING MARCH 2016	1,732.58
INV 34623	25/02/2016	SETTING UP iPHONE - SSL CERTIFICATE	88.00
EFT39031	18/03/2016	MARY ISLAND FISHING CLUB	500.00
INV GRANT	11/03/2016	QUICK GRANT - SHADE SAIL	500.00
EFT39032	18/03/2016	MOORE STEPHENS	11,000.00
INV 20031	29/02/2016	50% FEE FOR AUDIT FOR THE FIN YEAR 2015-16	11,000.00
EFT39033	18/03/2016	PETER COGGINS	4,125.00
INV ALWNCE	14/03/2016	COUNCILLOR'S ALLOWANCE 1.1.16 - 31.3.16	4,125.00
EFT39034	18/03/2016	PETER JOHN MCCUMSTIE	4,125.00
INV ALWNCE	14/03/2016	COUNCILLOR'S ALLOWANCE 1.1.16 - 31.3.16	4,125.00
EFT39035	18/03/2016	PATHWEST LABORATORY MEDICINE WA	330.00
INV 8752246	27/02/2016	GWYNETH DOBUNABA, CARIG BOYS, SAMARA READ	66.00

INV T129	21/03/2016	REFUND BOND - CIVIC CENTRE HIRE	1,000.00
EFT39054	21/03/2016	INTEGRITY COACHLINES (AUST) PTY LTD	256.70
INV TINT.23	21/03/2016	FXDS 22/02/2016	256.70
EFT39055	24/03/2016	AAA ASPHALT SERVICES	99,874.50
INV 3685	16/02/2016	ASPHLAT OVERLAY BROOME ST	99,874.50
EFT39056	24/03/2016	ANDREW BLACK LANDSCAPES	797.50
INV 1946	21/03/2016	RETIC UPGRADE 19 A WOOLLYBUTT CNR	797.50
EFT39057	24/03/2016	ALTHAM PLUMBING CONTRACTORS	2,293.41
INV 3265	17/03/2016	1 X 40mm BACKFLOW PREVENTION DEVICE	2,293.41
EFT39058	24/03/2016	BLACKWOODS ATKINS - BROOME	588.05
BMAQ2996	08/03/2016	ALEMLUBE 80096 DRUM TROLLEY, ALEMLUBE DRUM PUMP	241.95
BMAQ2998	08/03/2016	GLASSES NULLABOR SMOKE # 03417670	104.81
BMAP6495	02/03/2016	GLOVES RIGGERS L #06750333	116.42
BMAQ3000	08/03/2016	MARKING PAINT WHITE # 05463056	124.87
EFT39059	24/03/2016	ALLWEST BUILDING APPROVALS	110.00
INV 3833	15/03/2016	BUILDING SURVEING SERVICES	110.00
EFT39060	24/03/2016	BROOME FURNISHINGS	5,386.00
INV 38807	17/02/2016	NEW FURNITURE UNIT 2 & 5 CLARENDON STREET	5,386.00
EFT39061	24/03/2016	G BISHOPS TRANSPORT SERVICES PTY LTD	564.38
INV B18843	17/02/2016	FREIGHT- VARIOUS	300.66
INV B18731	15/02/2016	FREIGHT- VARIOUS	160.97
INV B18339	02/02/2016	CN 88354 CHEFMASTER INV 6695	102.75
EFT39062	24/03/2016	OFFICE NATIONAL BROOME (THE BOSS SHOP)	609.59
INV 849943	26/02/2016	CYAN TONER TN512C - KONICA MINOLTA	206.80
INV 850180	29/02/2016	COPY COUNT CHARGE - KONICA MINOLTA C554e	318.94
INV 850675	05/03/2016	KEY TAGS - 12 X 2 PACK	83.85
EFT39063	24/03/2016	KIMBERLEY PHARMACY SERVICES (DERBY)	35.80
INV 198231	15/03/2016	MEDICAL SHARPS WASTE CONTAINERS	17.90
INV 198625	18/03/2016	MEDICAL SHARPS WASTE CONTAINERS	17.90
EFT39064	24/03/2016	CABCHARGE AUSTRALIA LIMITED	177.14
INV 890453	29/02/2016	CAB CHARGES - FEB 2016	177.14
EFT39065	24/03/2016	DERBY AUTO ELECTRICAL&AIR CONDITIONING	18.15
INV 36147	11/03/2016	BEARING 6004 FOR P2001	18.15
EFT39066	24/03/2016	DERBY AUTO TECH	64.00
INV 6985	10/03/2016	EXHAUST REPAIR C/W CLAMP	64.00
EFT39067	24/03/2016	DERBY BUILDING SUPPLIES	692.89
INV 358826	10/02/2016	SAFETY TAG DANGER	15.75
INV 359192	17/02/2016	STIHL PRIMER BULB, FUEL HOSE, INTANK FILTER PICK ASSY	53.99
INV 358766	09/02/2016	PLASTIC STORAGE BOXES	58.05
INV 358809	10/02/2016	STIHL NYLON LINE X PROFILE 2.7mm X 215M	47.70
INV 359343	19/02/2016	OUTDOOR SETTING UNIT FOR 2/20 CLARENDON ST	229.00
INV 359344	19/02/2016	OUTDOOR SETTING UNIT FOR CLARNDON ST UNIT 5	229.00
INV 359693	26/02/2016	STAKE WOODEN 0.9M X 23mm	59.40
EFT39068	24/03/2016	LANDGATE (WA LAND INFORMATION AUTHORITY)	73.80
INV 676524	02/03/2016	LAND ENUQUIRY	73.80
EFT39069	24/03/2016	DERBY VISITOR CENTRE	26.20

INV 5257949	18/03/2016	FREIGHT- PARCEL FROM DERBY TO FITZROY CROSSING	26.20
EFT39070	24/03/2016	DERBY TREE SERVICES	594.00
INV 3735	10/03/2016	DEAD TREE - CIVIC CENTRE, FALLEN BRANCH - LIBRARY	594.00
EFT39071	24/03/2016	DERBY HARDWARE MITRE10	224.26
INV 10416006	15/03/2016	COLD GALVANISE PAINT & 8 X 125MM CUT OFF DISCS	74.30
INV 10415339	04/03/2016	RESPIRATOR HALF FACE - PROTECTOR, CATRIDGES	77.98
INV 10415172	02/03/2016	COMPRESSOR OIL	71.98
EFT39072	24/03/2016	EASIFLEET MANAGEMENT	930.99
INV 201603	01/03/2016	KIA SORENTO - MONTHLY LEASE FEE	792.09
WKIM 2 2016	29/02/2016	MONTHLY FUEL EXPENSES - KAI SORENTO	138.90
EFT39073	24/03/2016	ECO-FX LED PTY LTD	6,165.72
INV 1848	15/03/2016	IP44 29W DIMMABLE OYSTERCW, DIMPALA DIMMER	6,165.72
EFT39074	24/03/2016	ELDERS LIMITED (DERBY BRANCH)	449.01
INV 50212	23/02/2016	PREMIUM 50 COOL PLUS CASTROL 20 LITRE	150.74
INV 50155	16/02/2016	BATTERY N70ZZLMF - FOR P738	298.27
EFT39075	24/03/2016	THE FITZROY RIVER LODGE	202.50
INV 177007	09/03/2016	ACCOM STEPHEN GASH 8.3.2016	202.50
EFT39076	24/03/2016	GJ JOHNSON & CO ELECTRICAL CONTRACTORS	1,846.90
INV 67830	24/02/2016	FX AIRPORT - REPAIR PAALC AND AFRU UNIT AND TEST	198.00
INV 67950	24/02/2016	FX OVAL - RESTORE POWER TO BORE NO. 2	99.00
INV 67874	24/02/2016	42B MCDONALDS WAY - LIGHT FITTING	1,145.10
INV 67755	24/02/2016	REPLACE EXTERNAL LIGHT TIMER	404.80
EFT39077	24/03/2016	HUTCHINSON REAL ESTATE (RENT)	100.19
87 KNWLSY	15/03/2016	WATER CHARGE - 87 KNOWLSY ST 6.1.16 - 11.3.16	100.19
EFT39078	24/03/2016	HORIZON POWER - ACCOUNT PAYMENTS	15,606.21
INV 333902	11/03/2016	24 LOCH ST DERBY DEV SERVICE - 3.2.16 - 2.3.16	2,135.66
INV 163546	11/03/2016	L32, AIRPORT RD FX 13.1.16 - 10.3.16	3,753.37
INV 163224	11/03/2016	L99999, FALLON RD FX 13.1.16 - 10.3.16	129.56
INV 166519	11/03/2016	REC CENTRE ASHLY ST 4.2.16 - 4.3.16	5,002.68
INV 413236	04/03/2016	RENT 11/10 ROWAN ST 12.2.16 - 1.3.16	96.62
INV 172452	14/03/2016	L199 FORREST ROAD FX 10.2.16 - 4.3.16	4,226.92
INV 203951	16/03/2016	3 LOCH ST DERBY 16.1.16 - 15.3.16	261.40
EFT39079	24/03/2016	TOLL IPEC PTY LTD	481.80
INV 412	26/02/2016	FREIGHT - VARIOUS	447.34
INV 413	11/03/2016	CN 8936496041 E & M J ROSHER INV 1096016	34.46
EFT39080	24/03/2016	JASON SIGNMAKERS	478.50
INV 166985	15/02/2016	SIGN 3000 X 450 - CABBALLIN 27 - & STREET SIGNS	478.50
EFT39081	24/03/2016	KABLE AGENCIES PTY LTD	7,070.68
INV 3015	29/02/2016	RENT 68 CLARENDON ST 13.3.16 - 12.4.16	7,070.68
EFT39082	24/03/2016	KEVREK (AUSTRALIA) PTY LTD	573.93
INV 10505	29/02/2016	100/15/2 12 VOLT ELECTRIC MOTOR	573.93
EFT39083	24/03/2016	KW REFRIGERATION & A/C	385.00
INV 5373	03/03/2016	REPAIR AIRCON - 16 BLDWD CR	165.00
INV 5372	03/03/2016	13 HOLMAN ST - CHECK A/C	110.00
INV 5427	16/03/2016	INVESTIGATE FAULT TO A/C - LIBRARY	110.00
EFT39084	24/03/2016	STATE LIBRARY OF WA	762.04

INV RI012859	17/03/2016	INTERLIBRARY LOAN FREIGHT	762.04
EFT39085	24/03/2016	OUTBACK ELECTRICAL & AIRCON SERVICES	231.44
INV 780	10/03/2016	REPLACE BLOWN DOWNLIGHT GLOBES	231.44
EFT39086	24/03/2016	NOEL ALEXANDER MYERS	599.40
REIMSMT	22/03/2016	WESTNET CHARGES JUNE 2015 - TO MARCH 2016	599.40
EFT39087	24/03/2016	NYIKINA INC	22,000.00
INV 1/2016	21/03/2016	COMMUNITY GRNAT 2015-16	22,000.00
EFT39088	24/03/2016	IXOM OPERATIONS PTY LTD (FORMERLY ORICA)	158.22
INV 5639668	29/02/2016	SERVICE FEE - 70kG CHLORINE CYLINDER	158.22
EFT39089	24/03/2016	RAY WHITE DERBY	1,013.30
1/51 KNWSLY	03/03/2016	MOW & GARDEN TIDY UP 1/51 KNWSLY ST	70.00
1/51 KNWSLY	20/03/2016	FULL TENANT VACATE CLEAN 1/51 KNWSLY ST	825.00
13/9 CASSIA	20/03/2016	REPAIR TO SLIDING DOOR 13/9 CASSIA	93.50
15/5 ROWAN	20/03/2016	WATER CHARGE 15/5 ROWAN ST 4.1.16 - 13.2.16	24.80
EFT39090	24/03/2016	REGAL TRANSPORT	143.09
INV 866668	12/02/2016	CN 2036764 DERBY TO STATE LIBRARY PERTH	46.91
INV 869869	29/02/2016	CN 2036765 DERBY TO STATE LIBRARY PERTH	46.68
INV 868487	23/02/2016	CN 2322506 - 1 X ELECTRIC OVEN FOR L1143 HOLMAN ST	49.50
EFT39091	24/03/2016	E & MJ ROSHER PTY LTD	846.20
INV 1096016	08/03/2016	TYRE ASSEMBLY # K3181-18032,	633.50
INV 1095831	25/02/2016	COLLAR WHEEL, BEARING, RETAINER FOR BEARING	212.70
EFT39092	24/03/2016	STEPHEN CARRICK ARCHITECTS PTY LTD	6,595.20
INV 1193	14/03/2016	HERITAGE ADVISORY SERVICE COLLECTION MNGMT	6,595.20
EFT39093	24/03/2016	SIGMA CHEMICALS	836.42
INV 85545/01	12/02/2016	8 x DRY CHLORINE LOW RESIDUE 10kG, ,	660.00
INV 85546/1	12/02/2016	6 x POOL ACID, 6 X DG DRUM POLY 15ltR,	176.42
EFT39094	24/03/2016	SANTHOSH NAIR	74.38
REIMSMT	24/03/2016	ELECTRICITY SUBSIDY 4.1.16 - 5.3.16	74.38
EFT39095	24/03/2016	SUPER MOTOR SPARES	301.08
INV 417912	01/03/2016	INTERCOOLER PX RANGER # AB399L440AF	301.08
EFT39096	24/03/2016	TOTAL EDEN PTY LTD	272.55
INV 402711214	04/03/2016	ELBOW POLY F & F 20mm, F & F 13mm, DRCTR POLY	116.05
INV 402683540	27/02/2016	SPR POP UP PRO SPRAY, SPR POP UP HNT PSU 02	156.50
EFT39097	24/03/2016	TRAVERS ELECTRICAL	346.50
INV 20112806	14/03/2016	MYALLS BORE - POWER FAILURE	346.50
EFT39098	24/03/2016	AJ & JA TWADDLE (BUILDING CONTRACTOR)	2,030.77
INV 6047	16/03/2016	REPLACE SILICONE SEAL TO BASE OF SHOWER	217.97
INV 6046	16/03/2016	WORKS AT FX REC CENTRE	1,812.80
EFT39099	24/03/2016	TOXFREE - BROOME	7,029.00
INV 80036	25/02/2016	2M RECYCLE FL EMPTIES	7,029.00
EFT39100	24/03/2016	WESTERN AUSTRALIAN TREASURY CORPORATION	46,289.23
INV LOAN 144	22/03/2016	LOAN 144 - CAPITAL, LOAN 144 - INTEREST	4,642.50
INV LOAN 146	22/03/2016	LOAN 146 - CAPITAL, LOAN 146 - INTEREST	41,646.73
EFT39101	24/03/2016	WAYNE THOMAS NEATE	997.93
REIMSMT	15/03/2016	TELEPHONE 08.2.16 - 07.3.16	527.68

REIMSMT	18/03/2016	WATER CHARGE 4.1.16 - 5.3.16	470.25
EFT39102	24/03/2016	WURTH AUSTRALIA PTY LTD	199.07
4305361609	25/02/2016	BRAKE CLEANER 500ml, TWIST DRILL METAL - VARIOUS	199.07
EFT39103	24/03/2016	WOOLWORTHS PTY LIMITED	432.74
INV 2245376	09/03/2016	LIGHT REFRESHMENTS FOR SEMINAR	48.47
INV 2257701	29/02/2016	GROCERIES	195.33
INV 2245390	09/03/2016	COOK UP GROCERIES	129.00
INV 2356583	18/03/2016	BATTERY FOR MOSQUITTO TRAPS	59.94
EFT39104	29/03/2016	AUSTRALIAN SERVICES UNION	283.80
DEDUCTION	22/03/2016	PAYROLL DEDUCTION 2016	283.80
EFT39105	29/03/2016	ANZ COMMERCIAL CARD SERVICES CENTRE	10,551.03
INV 4564..0793	21/03/2016	TVL INSURANCE ELSIA ARCHER	12.00
INV 4564..0793	21/03/2016	SUBSCRIPTION - ADOBE ACROBAT READER	15.36
INV 4564..0793	21/03/2016	FLIGHT - REBECCA HERBERT - KIMBERLEY ZONE	718.98
INV 4564..2587	21/03/2016	TVL INSURANCE - CHRISTINE MCINTYRE	13.95
INV 4564..2587	21/03/2016	FLIGHT - GARY O'NEIL - DERBY - PERTH	282.70
INV 4564..2587	21/03/2016	1 X WALL OVEN	1,301.00
INV 4564..2587	21/03/2016	TOILETRIES BULK FOR CLARENDON ST CONSULTANT UNIT	297.12
INV 4564..2587	21/03/2016	TVL INSURANCE - GARY O'NEIL	12.00
INV 4564..2587	21/03/2016	TVL INSURANCE GARY O'NEIL	13.95
INV 4564..2587	21/03/2016	TVL INSURANCE - NOEL MYERS	13.95
INV 4564..2587	21/03/2016	TVL INSURANCE NOEL MYERS	13.95
INV 4564..0793	21/03/2016	FLIGHT - E ARCHER BME- PERTH - BME	662.99
INV 4564..2587	21/03/2016	TVL INSURANCE NOEL MYERS	13.95
INV 4564..2587	21/03/2016	FLIGHT - GARY O'NEIL - PERTH - BME- PERTH	662.99
INV 4564..2587	21/03/2016	TVL INSURANCE - GARY O'NEIL	12.00
INV 4564..2587	21/03/2016	FLIGHT- NOEL MYERS - PERTH- BME - PERTH	495.70
INV 4564..2587	21/03/2016	FLIGHT- NOEL MYERS - PERTH - BME - PERTH	305.70
INV 4564..2587	21/03/2016	FLIGHT- NOEL MYERS - PERTH - BME- PERTH	495.70
INV 4564..2587	21/03/2016	FLIGHT- NOEL MYERS - PERTH - BME- PERTH	495.70
INV 4564..2587	21/03/2016	FLIGHT - GARY O'NEIL - PERTH- BME- PERTH	662.98
INV 4564..2587	21/03/2016	TVL INSURANCE NOEL MYERS	13.95
INV 4564..2595	21/03/2016	BOOKS FOR LIBRARY FROM BOOKTOPIA	128.39
INV 4564..0793	21/03/2016	CHINESE VISA FEE FOR E ARCHER, P WHITE & L WHITE	394.50
INV 4564..2611	21/03/2016	TVL INSURANCE- ROBYN POWELL	12.00
INV 4564..2611	21/03/2016	ACCOM ROBYN POWELL - RENDEZVOUS PERTH	1,129.98
INV 4564..2611	21/03/2016	FLIGHT- ROBYN POWELL - BME- PERTH - BME	661.00
INV 4564..2611	21/03/2016	PORCELAIN MUGS, CERAMIC EGG COIN SAVER	293.28
INV 4564..9007	21/03/2016	BANK CHARGES MUN	169.14
INV 4564..0793	21/03/2016	FUEL FOR 01KW	91.60
INV 4564..0793	21/03/2016	TVL INSURANCE E ARCHER	12.00
INV 4564..0793	21/03/2016	NEWS DIGITAL SUBSCRIPTION SURRY HILLS	24.00
INV 4564..0793	21/03/2016	EXCLAIMER - SIGNATURE MANAGER EXCHANGE EDITION	138.38
INV 4564..0793	21/03/2016	BLUETOOTH KEYBOARD, PORT REPLICATOR AND MOUSE	263.14

INV 4564..0793	21/03/2016	FLIGHT- E ARCHER BME-PERTH - BME	717.00
EFT39106	29/03/2016	TOXFREE - BROOME	224,569.10
INV 80349	29/02/2016	MONTHLY WASTE SERVICES - DERBY & FX- FEB 2016	114,378.73
INV 80343	29/02/2016	MANAGEMENT OF DERBY & FX WASTE MANAGEMEN SITE	110,190.37
EFT39107	30/03/2016	GERLI MCLVER	100.00
INV T48	30/03/2016	KEY BOND SQUASH COURT	100.00
EFT39108	30/03/2016	JOSEPH GAVIN RILEY	1,000.00
INV TJGR.1	30/03/2016	26/03/2016 HIRE OF CIVIC CENTRE BOND WITH ALCOHOL	1,000.00
		TOTAL	1,651,741.52

MUNI CHEQUES

Cheque /EFT No		Name	Amount
	Date	Invoice Description	
54468	08/03/2016	TARGET - BROOME	68.50
INV 6646	20/02/2016	3 QUEEN SIZE VALANCES PUT ON HOLD 18.02.16	68.50
54469	11/03/2016	DEPT OF HUMAN SERVICES (CENTRELINK)	100.00
INV DEDUCTION	08/03/2016	PAYROLL DEDUCTION	100.00
54470	11/03/2016	SHIRE OF DERBY/WEST KIMBERLEY	4,026.00
INV DEDUCTION	08/03/2016	PAYROLL DEDUCTION	3,395.00
INV DEDUCTION	08/03/2016	PAYROLL DEDUCTION	231.00
INV DEDUCTION	08/03/2016	PAYROLL DEDUCTION	400.00
54471	11/03/2016	TARGET - BROOME	161.50
INV 6873	27/02/2016	YOUTH CENTRE PLAY EQUIPMENT	161.50
54472	11/03/2016	WATER CORPORATION	1,733.03
INV 9021631072	25/02/2016	REPAIRS FOR DAMAGED SERVICES AT 2 ANDRSN ST	1,733.03
54473	17/03/2016	DEPARTMENT OF TRANSPORT - VEHICLE REGO	200.00
INV 1961KW	14/03/2016	SHIRE PLATE FEE 1961KW	200.00
54474	17/03/2016	GLEN BROUGHTON	100.00
INV REFUND	16/03/2016	REFUND - AMOUNT PAID FOR COLLAR	100.00
54475	17/03/2016	NICHOLAS KIPKEMBOR	21.00
INV REFUND	16/03/2016	REFUND TRADERS PERMIT FEE	21.00
54476	17/03/2016	SHIRE OF DERBY/WEST KIMBERLEY	734.22
INV 18101	03/03/2016	TRAINING / CONFERENCE REIMSMT - KRG MTG FEB 2016	734.22
54477	17/03/2016	WATER CORPORATION	18,939.78
INV 9018700655	02/03/2016	L302 FLYNN DR FITZROY 1.3.16 - 30.4.16	188.44
INV 9006973744	08/03/2016	RESTAURANT AT L325, JETTY RD 4.1.16 - 5.3.16	1,333.24
INV 9016571458	08/03/2016	UNIT 8/5 ROWAN ST 4.1.16 - 5.3.16	209.95
INV 9009765422	08/03/2016	L653, 4B ROWELL ST 4.1.16 - 5.3.16	304.20
INV 9009765414	08/03/2016	L653, 4A ROWELL ST 4.1.16 - 5.3.16	635.71
INV 9006979679	08/03/2016	L645/867, RESERVE AT 6-8 ROWELL CT 4.1.16 - 5.3.16	2,117.94
INV 9006978422	08/03/2016	11 HANSON ST DERBY 4.1.16 - 5.3.16	220.61
INV 9006975440	08/03/2016	L324, 20 CLARENDON ST UNITS 4.1.16 - 5.3.16	226.98
INV 9006975053	08/03/2016	49-55 CLARENDON ST TOILETS 4.1.16 - 5.3.16	84.94
INV 9006973947	08/03/2016	YOUTH CENTRE AT HARDMAN ST 4.1.16 - 5.3.16	253.69
INV 9006973904	08/03/2016	LIBRARY AT 30-34 LOCH ST 4.1.16 - 5.3.16	144.33

INV 9006973891	08/03/2016	INFANT HEALTH CLINIC 30-34 LOCH ST 4.1.16 - 5.3.16	115.72
INV 9017886750	08/03/2016	AMENITIES AT LOT 325 JETTY ROAD 4.1.16 - 5.3.16	30.23
INV 9006973875	08/03/2016	ADMIN OFFICE 30 LOCH ST DERBY 4.1.16 - 5.3.16	2,545.05
INV 9006973840	08/03/2016	DEV SERVICE 24 LOCH ST 4.1.16 - 5.3.16	1,010.94
INV 9006973699	08/03/2016	3 LOCH ST, WHARFINGER MUSEUM 4.1.16 - 5.3.16	232.84
INV 9006972290	08/03/2016	TOILETS AT JETTY RD 4.1.16 - 5.3.16	852.22
INV 9006973883	08/03/2016	SWIMMING POOL AT 11 JOHNSTON ST 4.1.16 - 5.3.16	7,953.07
INV 9021175433	08/03/2016	L324, 20 CLARENDON ST UNITS 4.1.16 - 5.3.16	7.59
INV 9021175425	08/03/2016	L324, 20 CLARENDON ST UNITS 4.1.16 - 5.3.16	98.67
INV 9021175417	08/03/2016	L324, 20 CLARENDON ST UNITS 4.1.16 - 5.3.16	173.05
INV 9021175409	08/03/2016	L324, 20 CLARENDON ST UNITS 4.1.16 - 5.3.16	24.29
INV 9021175329	08/03/2016	L324, 20 CLARENDON ST UNITS 4.1.16 - 5.3.16	95.63
INV 9021175396	08/03/2016	L324, 20 CLARENDON ST UNITS 4.1.16 - 5.3.16	80.45
54478	17/03/2016	DEPARTMENT OF TRANSPORT - VEHICLE REGO	42.30
INV 1THF590	15/03/2016	INSURANCE & RECORDING FEE - P590 UPTO 31.7.201	21.10
INV 1TJU032	15/03/2016	INSURANCE AND RECORDING FEE - 1TJU032 - UP TO 31.7.16	21.20
54479	17/03/2016	DEPARTMENT OF TRANSPORT - VEHICLE REGO	305.10
INV 1ESX507	17/03/2016	REGO PAYMENT - P195	305.10
54480	29/03/2016	DEPT OF HUMAN SERVICES (CENTRELINK)	100.00
INV DEDUCTION	22/03/2016	PAYROLL DEDUCTION	100.00
54481	29/03/2016	*PAY CASH*	335.00
PETTY CASH	22/03/2016	PETTY CASH ADMIN	335.00
54482	29/03/2016	SHIRE OF DERBY/WEST KIMBERLEY	3,846.00
INV DEDUCTION	22/03/2016	PAYROLL DEDUCTION	3,215.00
INV DEDUCTION	22/03/2016	PAYROLL DEDUCTION	231.00
INV DEDUCTION	22/03/2016	PAYROLL DEDUCTION	400.00
54483	29/03/2016	WATER CORPORATION	22,543.38
INV 9018685299	15/03/2016	RESERVE AT L8000 CORKWOOD CT 6.1.16 - 12.3.16	2,852.04
INV 9006981517	15/03/2016	6 TOWER PL DERBY 5.1.16 - 11.3.16	496.69
INV 9006982405	15/03/2016	29 BARNETT WAY 5.1.16 - 11.3.16	328.26
INV 9006983547	15/03/2016	REC CENTRE, 63- 65 ASHLEY ST DERBY 6.1.16 - 11.3.16	2,702.66
INV 906984048	15/03/2016	DEPOT AT 7 MILLARD ST 6.1.16 - 11.3.16	4,693.82
INV 9008757359	15/03/2016	8 KURRAJONG LOOP DERBY 5.1.16 - 11.3.16	845.47
INV 9008757615	15/03/2016	L1294, 19 WOOLLYBUTT CNR 5.1.16 - 11.3.16	211.83
INV 9008757703	15/03/2016	L1305, 4 WOOLLYBUTT CNR 5.3.16 - 11.3.16	513.34
INV 9009945968	15/03/2016	L1171, 13A HOLMAN ST 5.1.16 - 11.3.16	415.56
INV 9009945976	15/03/2016	L1171, 13B HOLMAN ST 5.1.16 - 11.3.16	381.88
INV 9012556357	15/03/2016	HACC AT 24 ROWAN ST 5.1.16 - 11.3.16	1,167.28
INV 9006984507	15/03/2016	L1441, SPEEDWAY CLUB DERBY H'WAY 6.1.16 - 11.3.16	63.75
INV 9012616903	15/03/2016	14A BLOODWOOD CR 5.1.16 - 11.3.16	721.55
INV 9012616911	15/03/2016	14B BLOODWOOD CR 5.1.16 - 11.3.16	206.21
INV 9016645795	15/03/2016	RESERVE AT 8 COOLIBAH WAY 5.1.16 - 12.3.16	2,798.70
INV 9020549317	15/03/2016	L1294, 19 WOOLLYBUTT CNR 5.1.16 - 11.3.16	296.76
INV 9006973736	08/03/2016	12 ELDER ST 4.1.16 - 5.3.16	615.51

INV 9006981541	15/03/2016	2 WODEHOUSE ST DERBY 5.1.16 - 11.3.16	351.32
INV 9006980581	15/03/2016	40-42 ASHLEY ST DAY CARE CENTRE 5.1.16 - 11.3.16	1,872.70
INV 9006974368	15/03/2016	TOILETS AT 153 LOCH ST TOWN OVAL 5.1.16 - 11.3.16	38.00
INV 9006974376	15/03/2016	TOWN OVAL AT 153 LOCH ST 5.1.16 - 11.3.16	137.19
INV 9006976646	15/03/2016	LYTTON PARK L142 LOCH ST 6.1.16 - 11.3.16	120.90
INV 9006978123	15/03/2016	CEMETERY AT L644 WODEHOUSE ST 6.1.16 - 11.3.16	445.29
INV 9006981445	15/03/2016	7 TOWER PL DERBY 5.1.16 - 11.3.16	266.67
		TOTAL	53,255.81

TRUST CHEQUES

Cheque /EFT No	Date	Name	Amount
		Invoice Description	
6360	08/03/2016	BOND ADMINISTRATOR	620.00
INV T.HDA	08/03/2016	HELLEN DAVIS - BOND - 3/20 CLARENDON ST	620.00
6361	08/03/2016	SHIRE OF DERBY/WEST KIMBERLEY	69.60
INV TINT.23	04/03/2016	FXDS 10/02/2016	69.60
6362	09/03/2016	CONSTRUCTION TRAINING FUND	2,881.13
INV TBCI.20	09/03/2016	App # BPC3872 FULL BOAR	981.75
INV TBCI.20	09/03/2016	App # BPC3874 KIMBERLEY GREEN CONSTRUCTION	1,899.38
6363	09/03/2016	BUILDING COMMISSION	2,201.48
INV TBRB.30	09/03/2016	RETURN FEBRUARY 2016	2,201.48
6364	09/03/2016	SHIRE OF DERBY/WEST KIMBERLEY	46.50
INV TBCI.20	09/03/2016	App # BPC3872 FULL BOAR	8.25
INV TBCI.20	09/03/2016	App # BPC3874 KIMBERLEY GREEN CONSTRUCTION	8.25
INV TBRB.30	09/03/2016	App # BPC3872 FULL BOAR	30.00
6365	11/03/2016	DIANE CHUNGALL	39.38
INV TDIC.23	11/03/2016	FXDS 10/02/2016	39.38
6366	11/03/2016	SHIRE OF DERBY/WEST KIMBERLEY	29.37
INV TNND.23	11/03/2016	FXDS 11/02/2016, FXDS 23/02/2016	5.00
INV TJPN.23	11/03/2016	FXDS 23/02/2016	3.75
INV TDIC.23	11/03/2016	FXDS 10/02/2016	5.62
INV TSNE.7	11/03/2016	FXDS 09/02/2016	7.50
INV TSNE.7	11/03/2016	FXDS 23/02/2016	7.50
6367	11/03/2016	CRAIG SNELL	105.00
INV TSNE.7	11/03/2016	FXDS 09/02/2016	7.50
INV TSNE.7	11/03/2016	FXDS 23/02/2016	7.50
INV TSNE.7	11/03/2016	FXDS 09/02/2016	45.00
INV TSNE.7	11/03/2016	FXDS 23/02/2016	45.00
		TOTAL	5,992.46

DIRECT DEBIT CHARGES

Cheque /EFT No	Name		Amount
	Date	Invoice Description	
645	03/03/2016	GHA - GREYHOUND AUSTRALIA	2,543.32
645	01/03/2016	MER - MERCHANT FEES	21.00
645	01/03/2016	WN7365 - WESTNET ACCOUNT 7365 (\$264.83)	519.35
645	01/03/2016	MER - MERCHANT FEES	440.39
645	01/03/2016	MER - MERCHANT FEES	257.13
645	01/03/2016	MER - MERCHANT FEES	169.80
645	01/03/2016	MER - MERCHANT FEES	85.00
645	03/03/2016	GHA - GREYHOUND AUSTRALIA	152.00
645	03/03/2016	CBA - CBA POS FEE	4.68
645	01/03/2016	FXBC - FITZROY CROSSING BANK CHARGES	21.20
645	01/03/2016	FXBC - FITZROY CROSSING BANK CHARGES	5.00
645	01/03/2016	EXC - EXCESS TRANSACTIONS FEE	6.00
645	01/03/2016	EXC - EXCESS TRANSACTIONS FEE	10.40
645	01/03/2016	EXC - EXCESS TRANSACTIONS FEE	31.40
645	01/03/2016	EXC - EXCESS TRANSACTIONS FEE	26.60
646	11/03/2016	BAS4 - ATO - BAS PAYMENT - PAYG WITHHOLDING	243,926.00
646	10/03/2016	GHA - GREYHOUND AUSTRALIA	4,590.05
646	09/03/2016	CAP - CAPITAL FINANCE - GYM LEASE MONTHLY PAYMENTS	516.32
647	17/03/2016	GHA - GREYHOUND AUSTRALIA	2,723.65
647	15/03/2016	BEX - BPOINT FEES	49.99
647	14/03/2016	BAS4 - ATO - BAS PAYMENT - PAYG WITHHOLDING	115,332.00
647	14/03/2016	BAS4 - ATO - BAS PAYMENT - PAYG WITHHOLDING	112,774.00
648	24/03/2016	GHA - GREYHOUND AUSTRALIA	2,411.73
649	31/03/2016	BAS4 - ATO - BAS PAYMENT - PAYG WITHHOLDING	108,448.00
649	31/03/2016	GHA - GREYHOUND AUSTRALIA	2,048.51
		PAYROLL	318,418.83
		TOTAL	915,532.35



Shire of Derby/West Kimberley

ITEM 12.2.3

DELEGATION REGISTER

2015/2016



**Shire of Derby /
West Kimberley**

SHIRE OF DERBY WEST KIMBERLEY

REGISTER OF DELEGATIONS 2015/2016

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REGISTER OF DELEGATIONS

The Local Government Act 1995 (the Act) was introduced on 1 July 1996 and made significant changes to the way Local Government conducts its business. Its general aim was to enable Local Governments to provide good, open and accountable government to its people.

One of the changes was the degree of Delegated Authority available to be passed onto the Chief Executive Officer or a Committee in order to manage the day-to-day operations of the Shire.

The Act allows for a Local Government to delegate to the Chief Executive Officer the Exercise of any of its Powers or the Discharge of any of its Duties under the Act. All Delegations made by the Council must be by an Absolute Majority decision.

The aim of this Register of Delegations is to assist with improving the time taken to make decisions within the constraints allowed by the relevant legislation. This is consistent with the Shire's commitment to a strong customer service focus.

A BACKGROUND TO DELEGATIONS AND AUTHORISATIONS

Delegations and Authorisations are the means by which decision making bodies can access the power to undertake certain statutory functions.

A Delegation is the conferral of the ability to exercise a power or duty to a person or body from a person or body that is vested with the responsibility to exercise that power or duty.

An Authorisation is the designation of an officer or a body as a person or body that is capable of exercising a specific statutory power or duty.

When a person or body exercises Delegated Authority they do so "on behalf" of the delegator and in doing so the person or body exercising delegated authority forms the relevant state of mind to make the decision "on behalf" of the delegator. An authorised person or body exercises a statutory function in their own right.

The Western Australian Local Government statutory regime also provides for the Council and CEO to "Act Through" other officers, agents and bodies to achieve statutory functions. "Acting Through" in this manner is not the exercise of delegated authority or an authorised power and must be handled differently.

The Department of Local Government and Communities provides a Guideline on Delegation to Local Governments in Western Australia. (Local Government Guideline No. 17 – Delegations).

The Governance Structure

The Western Australian Local Government governance regime provides that the Council appoints a CEO and the CEO appoints Employees. Similarly, all Local Government Employees are responsible to the CEO who in turn is responsible to the Council. Wherever possible, the Shire will endeavor to ensure authorisations and delegations conform to this governance structure. Delegations will be established from the Council to the CEO and this will enable the CEO to either delegate power to officers or authorise officers as the CEO sees fit.

Delegations and Authorisations from the Council directly to officers other than the CEO will be avoided unless legislation specifically provides that this is the only manner in which the power can be provided to an officer other than the CEO.

Delegations

This section provides guidance on the statutory framework for Delegated Authority. It addresses the two statutory requirements for delegated authority – the power to delegate and the power being delegated. This section also addresses some common conditions on Delegation that apply in the Local Government setting.

The Power to Delegate

The ability to delegate a statutory function, power or duty must be described in a piece of legislation and is known as the Power of Delegation. This is the first statutory requirement for an effective delegation; the ability to delegate powers. The following powers of delegation are contained in legislation relevant to this register.

Legislation		Delegation From	Delegation To	Function	Restrictions
Local Government Act 1995	S5.16	Council	Committees	Powers and duties of Council under the Local Government Act 1995	S5.17
Local Government Act 1995	S5.42	Council	CEO	Powers and duties of the Council under the Local Government Act 1995	S5.43
Local Government Act 1995	S5.44	CEO	Any employee of the Local Government	Powers and duties of the CEO under the Local Government Act 1995	S5.44
Bush Fires Act 1954	S48	Council	CEO	Powers and duties of the Council under the Bush Fires Act	S48
Cat Act 2011	S44	Council	CEO	Powers and duties of the Council under the Cat Act 2011	S45(6)
Local Planning Scheme		Council	CEO	Powers under the Local Planning Scheme	S9.10
Planning and Development Act 2005	S16(3)	Commission	A Local Government, a Committee established under the Local Government Act 1995 or an employee of a Local Government	Functions of the Commission under the Planning and Development Act 2005	
Strata Titles Act 1985	S25 S27	Commission	A Local Government, a Committee established under the Local Government Act 1995 or an employee of a Local Government	Functions of the Commission under the Planning and Development Act 2005	

Legislation		Delegation From	Delegation To	Function	Restrictions
Dog Act 1976	S26	Council	CEO	The authority to determine applications on the keeping of three dogs under the Dog Act 1976	
Main Roads Act 1930	S33C	Council	CEO	All powers, duties and functions of Local Government under the Main Roads Act 1930	
Food Act 2008		Council	CEO	The authority to serve a prohibition order, register a food business and initiate proceedings under the Food Act 2008.	
Building Act 2011	S127	Council	CEO	The authority to approve or refuse to grant permits and issue building orders	
Liquor Control Act 1988	S39 s40	Council	CEO	The authority of approve or refuse to grant Section 39 and Section 40 certificates	

The Power Being Delegated

The second statutory requirement for an effective delegation is the existence of a power to be delegated. The power must be able to be exercised by the person or body wanting to delegate that power and it must be contained in legislation that has an associated power of delegation.

A range of different powers can be delegated. An important aspect of any delegation of power is certainty as to the power being delegated. The person or body delegating authority should clearly specify in the Instrument of Delegation the statutory power or duty being delegated. This will ensure that the person exercising delegated authority can be certain of the extent of authority conferred by the delegation. The statutory reference to the power being delegated should be included in the Instrument of Delegation.

Reviewing the above list it is clear that there is a limited range of legislation under which powers can be delegated. There is no express provision for a Local Government to delegate its functions under any other legislation. However, this does not prohibit the

Local Government from “acting through” its officers for the purpose of legislation and the manner in which this can be achieved is detailed below.

Standard Conditions of Delegation

Each Power of Delegation may be subject to its own conditions and these are noted in the above list. However, there are some broad conditions of delegation that are detailed as follows:

The Interpretation Act 1984

Sections 58 and 59 of the Interpretation Act 1984 place restrictions upon the exercise of the power of delegation and effects of delegation. These sections apply to all delegations under written laws however they may be varied by the statute which provides the power of delegation.

58. Delegates, performance of functions by

Where under a written law the performance of a function by a person is dependent upon the opinion, belief, or state of mind of that person in relation to a matter and that function may be performed by the delegate upon the opinion, belief, or state of mind of the delegate in relation to that matter.

59. Power to delegate, construction of

- (1) Where a written law confers power upon a person to delegate the exercise of any power or the performance of any duty conferred or imposed upon him under a written law –
 - a. Such a delegation shall not preclude a person so delegating from exercising or performing at any time a power or duty so delegated;
 - b. Such a delegation may be made subject to such conditions, qualifications, limitations or exceptions as the person so delegating may specify;
 - c. If the delegation may be made only with the approval of some person, such delegation, and any amendment of the delegation, may be made subject to such conditions, qualifications, limitations or exceptions as the person whose approval is required may specify;
 - d. Such a delegation may be made to a specified person or to persons of a specified class, or may be made to the holder or holders for the time being of a specified officer or class of office;
 - e. Such a delegation may be amended or revoked by instrument in writing signed by the person so delegating;
 - f. In the case of a power conferred upon a person by reference to the term designating an office, such a delegation shall not cease to have effect by

reason only of a change in the person lawfully acting in or performing the functions of that office.

- (2) The delegation of a power shall be deemed to include the delegation of any duty incidental thereto or connected therewith and the delegation of a duty shall be deemed to include the delegation of any power incidental thereto or connected therewith.
- (3) Where under a written law an act or thing may or is required to be done to, by reference to or in relation to, a person and that person has under a written law delegated a relevant function conferred or imposed on him with respect to or in consequence of the doing of that act or thing, the act or thing shall be regarded as effectually done if done to, by reference to or in relation to the person to whom the function has been delegated.

The Concept of ‘Acting Through’

(Extracted from DLGC Guideline No. 17 – Delegations)

In addition to covering delegations, the Local Government Act 1995 introduces the concept of “Acting Through”. Section 5.45 of the Act states that in relation to delegations, nothing prevents a “Local Government from performing any of its functions by acting through a person other than the CEO” or “a CEO from performing any of his or her functions by acting through another person”. The Act does not specifically define the meaning of the term “Acting Through”. However, the key difference between a delegation and “Acting Through” is that a delegate exercises the delegated decision making function in his or her own right. The principal issue is that where a person has no discretion in carrying out a function, then that function may be undertaken through the “Acting Through” concept. Alternatively, where the decision allows for discretion on the part of the decision maker, then that function needs to be delegated for another person to have that authority.

For administrative purposes, a person may sign a letter in his or her own name on behalf of the CEO while, with delegated powers, the person would sign a letter in his or her own name, in accordance with the delegated authority.

An appropriate method for a Council of a Local Government to make a decision which will be implemented by its officers, is for it to make a Policy about particular functions that it performs. In that case there is no need for a delegation as it will be the role of the organisation to implement those policy decisions.

Register of Delegations

The Local Government Act 1995 requires the Shire to maintain a Register of the Exercise of Delegations. The Register must include prescribed information detailing how delegated authority has been exercised in a range of circumstances. The requirement to record the prescribed information applies only to delegations made using the power of delegation under part of the Local Government Act 1995 and does not extend to other legislation.

STANDARD CONDITIONS

Any person proposing to exercise a power under Delegated Authority shall comply with the following standard conditions of delegation:

1. Actual decisions relating to the matter delegated shall be made by the person nominated in the delegation. However it is understood that other staff may carry out administrative and technical work relating to those decisions.
2. Compliance with all relevant legislative requirements, Local Laws, Council Policies and Resolutions of Council.
3. Delegated Authority cannot be exercised where a Financial Interest or an Interest Affecting Impartiality is evident.
4. It is a statutory requirement to maintain a record of each decision made under Delegated Authority. Documents relating to delegated authority decisions shall, as a minimum, record:
 - a. Date the decision was exercised;
 - b. Name of the Officer/Committee exercising the decision;
 - c. Description of how the person exercised the power or discharged the duty, including where appropriate, any directions to staff to carry out work associated with the decision unless those directions are included in Policies, Management Procedures or the Delegation Register;
 - d. Notation of the people or class of people directly affected by the decision (other than Council or Committee Members or Employees of the Shire).
5. Wherever possible the requirements of point 4 above shall be incorporated into administrative documents such as memos, file notes, cheque vouchers, etc.
6. Instruction is provided for each delegation on record keeping requirements.

TABLE OF CONTENTS

ADMINISTRATION	- 1 -
A1 CONTRACT VARIATIONS	- 1 -
A2 REQUESTS FOR ASSISTANCE / DONATIONS.....	- 2 -
A3 ACTING CHIEF EXECUTIVE OFFICER	- 3 -
A4 APPOINTMENT OF AUTHORISED PERSONS	- 4 -
A5 INSURANCE.....	- 5 -
A6 PROPERTY - ACQUISITION AND DISPOSAL.....	- 6 -
A7 TENDERS FOR WORKS AND SERVICES	- 7 -
A8 POWER OF ENTRY IN AN EMERGENCY	- 8 -
A9 USE OF BOTANICAL GARDENS	- 9 -
A10 ASSIGNMENT OF LEASES	- 10 -
A11 SUB LETTING OF LEASES	- 11 -
A12 AWARD/INDUSTRIAL MATTERS	- 12 -
A13 NATIVE TITLE	- 13 -
A14 DETERMINATION OF TENDER SELECTION CRITERIA.....	- 14 -
A15 MINOR AMENDMENTS TO POLICY MANUAL AND REGISTER OF DELEGATIONS.....	- 15 -
A16 AFFIXING THE COMMON SEAL	- 16 -
A17 LEASES FOR COUNCIL LAND.....	- 17 -
A18 LEASES FOR COUNCIL LAND.....	- 17 -
STAFF	- 18 -
S1 STAFF HOUSING.....	- 18 -
S2 STAFF UNIFORMS	- 19 -
TOWN PLANNING	- 20 -
T1 TOWN PLANNING SCHEME NO 5: DETERMINATION OF APPLICATIONS	- 20 -
T2 INTERIM DEVELOPMENT ORDER NO 7 (OR AS UPDATED): DETERMINATION OF APPLICATIONS.....	- 27 -
FINANCE	- 29 -
F1 PAYMENTS FROM TRUST AND MUNICIPAL FUNDS	- 29 -
F2 INVESTMENTS	- 31 -
F3 AGREEMENT AS TO PAYMENT OF RATES, SERVICE CHARGES AND DEBTORS.....	- 32 -
F4 NOTICE REQUIRING LESSEE TO PAY RENT	- 33 -
F5 IMPOUNDING OF GOODS.....	- 34 -
F6 LODGMENT OF CAVEATS.....	- 35 -
F7 WRITE-OFF OF RATES AND SUNDRY DEBTORS	- 36 -
WORKS	- 37 -
W1 TEMPORARY CLOSURE OF ROADS FOR PUBLIC EVENTS	- 37 -
W2 INSTALLATION OF STOP AND GIVE-WAY SIGNS.....	- 38 -
W3 CLOSURE OF THOROUGHFARES TO VEHICLES IN CASES OF EMERGENCY	- 39 -
W4 EXTRA MASS PERMITS	- 40 -
BUILDING CONTROL	- 41 -
B1 AUTHORISATION OF OFFICERS TO EXERCISE CERTAIN PROVISIONS ABOUT LAND ..	- 41 -
B2 DEMOLITION PERMIT – ISSUE AND REFUSAL	- 42 -
B3 BUILDING PERMIT – ISSUE AND REFUSAL.....	- 43 -
B4 OCCUPANCY PERMITS AND BUILDING APPROVAL CERTIFICATES – ISSUE AND REFUSAL	- 44 -
B5 OCCUPANCY PERMITS AND BUILDING APPROVAL CERTIFICATES – EXTENSION OF DURATION.....	- 45 -

B6	AUTHORISED PERSONS AND POWERS OF ENTRY	- 46 -
B7	BUILDING ORDERS.....	- 47 -
B8	LICENCE TO DEPOSIT MATERIALS ON OR ADJACENT TO A STREET	- 48 -
	HEALTH	- 49 -
H1	SERVING OF NOTICES AND ORDERS	- 49 -
H2	TEMPORARY TOILETS – BUILDING SITES.....	- 50 -
H3	LODGING HOUSE REGISTRATIONS	- 51 -
H4	LIQUID WASTE CARRIER LICENSING	- 52 -
H5	ITINERANT FOOD VENDOR LICENSING	- 53 -
H6	APPROVAL OF CARAVAN PARK AND CAMPING GROUND LICENCE RENEWAL APPLICATIONS	- 54 -
H7	AUTHORITY TO ISSUE A PROHIBITION ORDER UNDER THE FOOD ACT 2008	- 55 -
H8	OFFICERS DESIGNATED FOR PURPOSES OF WITHDRAWING INFRINGEMENT NOTICES UNDER THE FOOD ACT 2008	- 56 -
H9.	DESIGNATED OFFICERS FOR THE PURPOSES OF SERVING INFRINGEMENT NOTICES FOR BREACH OF FOOD ACT 2008.....	- 57 -
H10.	AUTHORISED OFFICERS FOR THE PURPOSES OF ADMINISTERING THE FOOD ACT 2008	- 58 -
	MISCELLANEOUS	- 59 -
M1	FIREBREAK ORDER - VARIATION	- 59 -
M2	OFFENCES - BUSH FIRES ACT.....	- 60 -
M3	PROCEEDINGS UNDER DOG ACT	- 61 -
M4	APPROVAL OF FIREBREAK NOTICES.....	- 62 -
M5	APPOINTMENT OF DOG REGISTRATION OFFICERS.....	- 63 -
	LOCAL LAWS - ON DELEGATIONS	- 64 -
LL1	ACTIVITIES ON THOROUGHFARES AND TRADING IN THOROUGHFARES AND PUBLIC PLACES LOCAL LAW	- 64 -
	LIST OF DELEGATIONS WITHDRAWN/DELETED	- 65 -
A	ADMINISTRATION OF LOCAL LAWS (REVOKED 26/2/04)	- 65 -
A	NOTICE OF LOCAL LAWS (REVOKED 26/2/04)	- 65 -
A	LEGAL ADVICE (REVOKED 26/2/04)	- 65 -
A	INSURANCE - PUBLIC LIABILITY CLAIMS (REVOKED 26/2/04)	- 65 -
A	REPRESENTING LOCAL GOVT IN COURT (REVOKED 26/2/04).....	- 65 -
A	EXECUTION OF DOCUMENTS (REVOKED 26/2/04).....	- 65 -
A	EXECUTION AND AFFIXING OF COMMON SEAL (REVOKED 26/2/04).....	- 66 -
A	PAYMENT OF GRATUITIES TO EMPLOYEES IN ADDITION TO CONTRACT OR AWARD (REVOKED 26/2/04)	- 66 -
A	ENGAGEMENT OF PROFESSIONAL SERVICES (REVOKED 26/2/04).....	- 66 -
A	ANNUAL PERFORMANCE REVIEWS (REVOKED).....	- 66 -
A	COMPLIANCE AUDIT PREPARATION (REVOKED 26/2/04)	- 66 -
A	USE OF COUNCIL BUILDINGS AND FACILITIES (REVOKED 26/2/04)	- 66 -
A	COUNCIL AND COMMITTEE MEETINGS (REVOKED 26/2/04)	- 67 -
B	ISSUING OF DEMOLITION LICENCES (REVOKED 26/4/12)	- 67 -
B	ISSUE AND WITHDRAWAL OF SECTION 401 NOTICES (REVOKED 26/4/12)	- 67 -
B	BUILDING LICENCES (REVOKED 26/4/12)	- 67 -
B	UNLAWFUL WORKS (REVOKED 26/4/12)	- 68 -
B	BUILDING - EXTENSION OF TIME TO COMPLETE (REVOKED 26/4/12).....	- 68 -
B	REMOVAL OF NEGLECTED AND DILAPIDATED BUILDINGS (REVOKED 26/4/12)	- 68 -
B	DANGEROUS BUILDINGS (REVOKED 26/4/12)	- 68 -

B	CERTIFICATES OF CLASSIFICATION (REVOKED 26/4/12).....	- 69 -
B	LICENCE TO DEPOSIT MATERIALS ON OR EXCAVATE ADJACENT TO A STREET (REVOKED 26/4/12).....	- 69 -
B	INCOMPLETE BUILDINGS (REVOKED 26/4/12)	- 69 -
S	STAFF - CONFERENCES, SEMINARS AND TRAINING COURSES (REVOKED 26/2/04) .-	69 -
S	VEHICLES - PRIVATE USE (REVOKED 26/2/04)	- 69 -
F	RATES RECORD (REVOKED 26/3/04).....	- 70 -
F	OBJECTION TO THE RATE RECORD (REVOKED 26/2/04)	- 70 -
F	REFERRAL OF APPEAL TO TRIBUNAL (REVOKED 26/2/04)	- 70 -
F	RECOVERY OF RATES OR SERVICE CHARGES IN COURT (REVOKED 26/2/04)	- 71 -
F	VARIATIONS TO CAPITAL WORKS AND OPERATING COSTS (REVOKED 26/2/04)	- 71 -
F	DISPOSAL OF SURPLUS EQUIPMENT, MATERIALS, TOOLS, ETC (REVOKED 26/2/04)	- 71 -
F	CONFERENCES, SEMINARS AND TRAINING COURSES – EXPENSES FOR STAFF AND COUNCILLORS (REVOKED 26/2/04)	- 71 -
F	FINANCIAL REPORTS (REVOKED 26/2/04)	- 72 -
F	EXPENDITURE BEFORE ADOPTION OF BUDGET (REVOKED 26/2/04)	- 72 -
F	GRANTS AND SUBSIDIES (REVOKED 26/2/04)	- 72 -
W	SITING OF PUBLIC TELEPHONE BOXES (REVOKED 26/2/04)	- 72 -
W	APPROVAL OF WORKS (REVOKED 26/2/04)	- 72 -
W	CONTRACTORS - USE ON WORKS (REVOKED 26/2/04).....	- 72 -
W	COUNCIL PLANT - NON-PROFIT ORGANISATIONS (REVOKED 26/2/04)	- 73 -
W	CROSSOVERS (REVOKED 26/2/04).....	- 73 -

ADMINISTRATION

A1 CONTRACT VARIATIONS

Function to be Performed:	To approve minor variations to contracts entered into by Council.
Delegated to:	Chief Executive Officer
On Delegated to:	Executive Manager Corporate Services, Executive Manager Community Development Executive Manager Technical and Development Services
Conditions:	Subject to the funds required meeting the cost of the variations being contained within the amount set aside in the budget adopted by the Council.
Record of Use:	Retention of file copy of relevant correspondence.
Reference:	S5.42/5.44 – Local Government Act 1995
Council Policy:	N/A
Date Adopted:	26 April 2001
Date Reviewed:	28 April 2016

A2 REQUESTS FOR ASSISTANCE/DONATIONS

Function to be Performed:	To determine the level of assistance provided to community organisations and events. The assistance may include cash donations or the use of Council plant and machinery.
Delegated to:	Chief Executive Officer
On Delegated to:	N/A
Conditions:	<p>(1) Requested assistance up to the value of \$500 is available where a group or individual can demonstrate:</p> <ul style="list-style-type: none"> a) Significant direct benefit to the local community. b) The group is a community group or non-profit making organisation or running a non-profit activity. c) The group's financial status is such as to justify a donation from Council. d) Special circumstances or needs exist in the opinion of the Chief Executive Officer to warrant a donation, eg support of needy groups and individuals who bring credit to the municipality by achieving state or national representation or awards, which sees them requiring financial assistance for travelling, accommodation or other incidental expenses. <p>(2) The aggregate of any cash donations made under this delegated authority shall not exceed the amount provided for that purpose in the Council's Budget each year, without formal Council approval.</p>
Record of Use:	Retention of file copy of relevant correspondence. Council to be notified through the Information Bulletin of any donations made or assistance provided.
Reference:	S5.42/5.44 – Local Government Act 1995
Council Policy:	AF4 – Financial Assistance to Organisations and Clubs
Date Adopted:	26 April 2001
Date Reviewed:	28 April 2016

A3 ACTING CHIEF EXECUTIVE OFFICER

Function to be Performed:	To appoint an Acting Chief Executive Officer during periods of absence from duty of the Chief Executive Officer.
Delegated to:	Chief Executive Officer
On Delegated to:	N/A
Conditions:	<p>Periods of absence not to exceed 90 days without referral to Council.</p> <p>The Chief Executive Officer cannot on delegate this delegation to the Acting Chief Executive Officer.</p> <p>The Chief Executive Officer shall inform Councillors of the details of the appointment.</p>
Record of Use:	Retention of file copy of relevant correspondence.
Reference:	<p>S5.42/5.44 – Local Government Act 1995</p> <p>S5.39 – Local Government Act 1995</p>
Council Policy:	N/A
Date Adopted:	26 April 2001
Date Reviewed:	28 April 2016

A4 APPOINTMENT OF AUTHORISED PERSONS

Function to be Performed:	<p>(1) To appoint persons or classes of person to be authorised for the purposes of performing particular functions in regard to the enforcement of laws.</p> <p>(2) To issue to each person authorised to enforce laws a certificate stating that the person is so authorised and the person is to produce the certificate whenever required to do so by a person who has been or is about to be affected by any exercise of authority by the authorised person.</p> <p>(3) To extend the time period within which infringement notices may be paid (s9.19 of the Act)</p> <p>(4) Use discretion to withdraw any infringement notice issued by an Authorised Officer under the Act, following consideration of any submissions of special circumstances relating to it received from the Authorised Office, the notice recipient or other persons (s9.20 of the Act).</p>
Delegated to:	Chief Executive Officer
On Delegated to:	Executive Manager Technical and Development Services
Conditions:	Compliance with Local Government Act 1995, Local Laws and Council policy
Record of Use:	Retention of file copy of relevant correspondence and infringement notices.
Reference:	S5.42/5.44 & S9.10, S9.19, S9.20 & S9.23 – Local Government Act 1995; S29 (1), S44 Dog Act 1976, S38 Bush Fires Act 1954, S17(1) (a), 23(11) (5) (7) Caravan and Camping Grounds Act 1995, Shire of Derby West Kimberley Local Laws and S45 Emergency Management Act 2005.
Council Policy:	N/A
Date Adopted:	26 April 2001
Date Reviewed:	28 April 2016

A5 INSURANCE

Function to be Performed:	To enter into appropriate contracts of insurance.
Delegated to:	Chief Executive Officer
On Delegated to:	Executive Manager Corporate Services
Conditions:	Nil
Record of Use:	Retention of file copy of relevant correspondence.
Reference:	S5.42/5.44 – Local Government Act 1995
Council Policy:	N/A
Date Adopted:	26 April 2001
Date Reviewed:	28 April 2016

A6 PROPERTY – ACQUISITION AND DISPOSAL

Function to be Performed:	To acquire or dispose of any property (other than land, gifts, art, and memorabilia) valued at an amount not exceeding \$100,000.
Delegated to:	Chief Executive Officer
On Delegated to:	Executive Manager Corporate Services Executive Manager Community Development Executive Manager Technical and Development Services
Conditions:	Provided appropriate provision is made in Council's Budget.
Record of Use:	Retention of file copy of relevant correspondence and purchase orders.
Reference:	S5.42/5.44 & S5.43 (d) – Local Government Act 1995
Council Policy:	N/A
Date Adopted:	26 April 2001
Date Reviewed:	28 April 2016

A7 TENDERS FOR WORKS AND SERVICES

Functions to be Performed:	<p>(1) To invite tenders and expressions of interest before the Shire of Derby West Kimberley enters into a contract for another person to supply goods or services if the consideration under the contract is, or is expected to be, worth more than \$100,000.</p> <p>(2) Subject to compliance with Regulation 18 of the Local Government (Functions and General) Regulations 1996 receive and consider all complying tenders and expressions of interest and accept on behalf of Council any tender that does not exceed a total amount of \$100,000.</p> <p>(3) With the approval of the successful tenderer to make minor variations to a contract for goods or services before entering into a contract on behalf of the Shire with the successful tenderer.</p>
Delegated to:	Chief Executive Officer
On Delegated to:	N/A
Conditions:	Compliance with the requirements of Part 4 – Tenders for Providing Goods and Services of the Local Government (Functions and General) Regulations 1996.
Record of Use:	Retention of file copy of relevant correspondence.
Reference:	S3.57, 5.42 & 5.43(b) – Local Government Act 1995 Local Government (Financial Management) Regulations 1996.
Council Policy:	N/A
Date Adopted:	26 April 2001
Date Reviewed:	28 April 2016

A8 POWER OF ENTRY IN AN EMERGENCY

Function to be Performed:	To use reasonable force to enter land, premises or thing immediately and without notice and to perform any of the Council's functions as is considered appropriate to deal with any determined emergency.
Delegated to:	Chief Executive Officer
On Delegated to:	Executive Manager Technical and Development Services
Conditions:	Compliance with the Local Government Act 1995 and any other written law.
Record of Use:	Recorded in Delegation Register.
Reference:	S3.34 & S5.42/5.44 – Local Government Act 1995
Council Policy:	N/A
Date Adopted:	26 April 2001
Date Reviewed:	28 April 2016

A9 USE OF BOTANICAL GARDENS

Function to be Performed:	To approve the use of the Botanical Gardens for private ceremonies and functions.
Delegated to:	Chief Executive Officer
On Delegated to:	Executive Manager Corporate Services
Conditions:	Nil
Record of Use:	Retention of file copy of relevant correspondence/application form.
Reference:	S5.42/5.44 – Local Government Act 1995
Council Policy:	N/A
Date Adopted:	26 April 2001
Date Reviewed:	28 April 2016

A10 ASSIGNMENT OF LEASES

Function to be Performed:	<ol style="list-style-type: none">1. To approve an assignment of lease.2. To negotiate leases over Council land with Community Groups as and when required on the proviso that the template lease document prepared and supplied by McLeod's, Barristers and Solicitors is used as the base document and prior to any lease being submitted for execution it has been approved by the Shire's Solicitors.
Delegated to:	Chief Executive Officer
On Delegated to:	Function 1: Executive Manager Corporate Services
Conditions:	Subject to continuation of appropriate use and lease conditions.
Record of Use:	Retention of file copy of relevant correspondence and lease documentation.
Reference:	S5.42/5.44 – Local Government Act 1995
Council Policy:	N/A
Date Adopted:	26 April 2001
Date Reviewed:	28 April 2016

A11 SUB LETTING OF LEASES

Function to be Performed:	To approve the subletting of a lease.
Delegated to:	Chief Executive Officer
On Delegated to:	Executive Manager Corporate Services
Conditions:	Subject to continuation of appropriate use and relevant lease conditions.
Record of Use:	Retention of file copy of relevant correspondence and lease documentation.
Reference:	S5.42/5.44 – Local Government Act 1995
Council Policy:	N/A
Date Adopted:	26 April 2001
Date Reviewed:	28 April 2016

A12 AWARD/INDUSTRIAL MATTERS

Function to be Performed:	To provide the Western Australian Local Government Association's Workplace Relations Service with consent to act on the Council's behalf in any general Industrial/Award matter and any Industrial dispute involving an employee/s of Council.
Delegated to:	Chief Executive Officer
On Delegated to:	N/A
Conditions:	Nil
Record of Use:	Retention of file copy of relevant correspondence and advice to Council as appropriate through the Information Bulletin.
Reference:	S5.42/5.44 – Local Government Act 1995
Council Policy:	N/A
Date Adopted:	26 April 2001
Date Reviewed:	28 April 2016

A13 NATIVE TITLE

Function to be Performed:	To register an interest in any Native Title Claim affecting Council in order for Council to have sufficient interest to become a party to the Native Title Application.
Delegated to:	Chief Executive Officer
On Delegated to:	Nil
Conditions:	Nil
Record of Use:	Retention of file copy of relevant correspondence and advice to Council as appropriate through the Information Bulletin.
Reference:	S5.42/5.44 – Local Government Act 1995
Council Policy:	N/A
Date Adopted:	26 April 2001
Date Reviewed:	28 April 2016

A14 DETERMINATION OF TENDER SELECTION CRITERIA

Function to be Performed:	To determine the criteria for deciding which tender shall be accepted by the Local Government.
Delegated to:	Chief Executive Officer
On Delegated to:	N/A
Conditions:	Pursuant to the Local Government (Functions and General) Regulations 1996, criteria must be determined in writing prior to the tender being invited.
Record of Use:	Retention of file copy of relevant correspondence and criteria.
Reference:	Regulation 14 (2a) Local Government (Functions and General) Regulations 1996 S5.42 – Local Government Act 1995
Council Policy:	N/A
Date Adopted:	27 June 2002
Date Reviewed:	28 April 2016

A15 MINOR AMENDMENTS TO POLICY MANUAL AND REGISTER OF DELEGATIONS

Function to be Performed:	To make minor amendments to the Policy Manual and Register of Delegations, due to any changes in name or title of an Officer or Committee, re-numbering, reformatting or similar administrative requirement.
Delegated to:	Chief Executive Officer
On Delegated to:	Executive Manager Corporate Services
Conditions:	Providing any such amendment does not constitute a major change of duties or responsibilities of an officer or committee affected.
Record of Use:	Distribution of amendments to all Policy Manuals and Registers of Delegations.
Reference:	S5.42 – Local Government Act 1995
Council Policy:	N/A
Date Adopted:	30 April 2003
Date Reviewed:	28 April 2016

A16 AFFIXING THE COMMON SEAL

Function to be Performed:	To sign and affix the Common Seal to documents where such action is necessary to protect Council’s interest, to give effect to a Council resolution or to complete a legal document.
Delegated to:	Chief Executive Officer
On Delegated to:	N/A
Conditions:	In accordance with the Local Government Act 1995 S9.49A.
Record of Use:	Common Seal Register.
Reference:	S9.49A – Local Government Act 1995.
Council Policy:	N/A
Date Adopted:	26 June 2003
Date Reviewed:	28 April 2016

A17 LEASES FOR COUNCIL LAND

Function to be Performed:	To negotiate leases for Council land with community groups.
Delegated to:	Chief Executive Officer
On Delegated to:	N/A
Conditions:	Use of the template provided by McLeod’s Barristers and Solicitors. Presentation to Council for signing unless otherwise delegated.
Record of Use:	Retention of file copy of relevant correspondence and lease documentation.
Reference:	S5.42 – Local Government Act 1995
Council Policy:	N/A
Date Adopted:	26 June 2014
Date Reviewed:	28 April 2016

STAFF

S1 STAFF HOUSING

Function to be Performed:	<p>(1) To make arrangements in regard to occupancy and maintenance of all staff accommodation provided by Council.</p> <p>(2) In the event that any Council provided accommodation is, at any time, not required for Council employees, the Chief Executive Officer is delegated authority to rent the accommodation to persons other than Council employees, provided the tenancy agreement is only on a periodical basis.</p>
Delegated to:	Chief Executive Officer
On Delegated to:	N/A
Conditions:	In exercising this delegation the Chief Executive Officer shall have regard to any Council Policy in place from time to time.
Record of Use:	Retention of file copy of relevant correspondence and notices.
Reference:	S5.42 - Local Government Act 1995
Council Policy:	AF 23 – Staff Housing
Date Adopted:	26 April 2001
Date Reviewed:	28 April 2016

S2 STAFF UNIFORMS

Function to be Performed:	To determine a suitable corporate uniform for employees.
Delegated to:	Chief Executive Officer
On Delegated to:	N/A
Conditions:	Regard to Council policy.
Record of Use:	Retention of file copy of relevant correspondence.
Reference:	S5.42/5.44 – Local Government Act 1995
Council Policy:	AF 29 – Staff Uniforms
Date Adopted:	26 April 2001
Date Reviewed:	28 April 2016

TOWN PLANNING

T1 TOWN PLANNING SCHEME NO 5: DETERMINATION OF APPLICATIONS

Function to be Performed: Determination of development and subdivision applications and the issue of formal Council notices in accordance with the Town Planning Scheme and Council Policies.

Delegated to: Chief Executive Officer

On Delegated to: Shire Planner

The Shire Planner is delegated authority, following consultation with the Executive Manager Technical and Development Services as appropriate, to determine applications for development, recommend to the Western Australian Planning Commission on subdivision applications and exercise other powers of Council under the Town Planning Scheme as follows:

1.0 General

1.1 Complying Development

Approve applications that are specifically permitted under the town planning scheme and its related policies and comply in all respects with the Scheme, as well as with any other Council Policy, except where;

- a) A submission of objection has been lodged in respect to an application that has been advertised for public comment and the issue of objection cannot be satisfied by a condition of planning consent.
- b) The proposed development is considered by the Shire Planner to be of a contentious nature, of a scale that would have a strategic impact on the Shire or part thereof and/or conflicts with Council's Strategic Plan.
- c) The Council has resolved that the specific application be referred to it for determination.

1.2 Use Classes

All applications for “P”, “AA” or “SA” uses as specified in Clause 3.3 Zoning Table of the Town planning Scheme text, with the exception of:-

- Hotels
- Nightclubs
- Taverns

Where all development requirements as specified in the Scheme or Scheme Policy are complied with.

1.3 Home Occupations

Home occupation applications where the proposal:-

- a) Complies with the Town Planning Scheme, and no objections have been received from adjoining properties; and
- b) Does not involve the use of powered welding, spraying drilling or sawing equipment; and
- c) Does not involve customers calling regularly at the premise or housing of commercial vehicles associated with the home occupation at the subject property.

1.4 Minor Extensions

All applications for minor extensions that are incidental to existing approved uses, provided such extensions comply with the Town Planning Scheme and Council Policy requirements

1.5 Renewal of Planning Approval

Applications for renewal of planning approval provided such applications are strictly in accordance with the application originally approved by the Council and the Town Planning Scheme and Policy requirements are unchanged since Council granted approval. Further, such approval must be received within 2 years of the expiration of the original approval.

1.6 Prohibited Uses

Refuse applications that are specifically prohibited under the Town Planning Scheme and/or do not comply with Council Policy or West Australian Planning Commission Policy.

(This clause is included for clarity purposes only as Council has no discretion to approve such uses).

1.7 Complying Applications may still be referred to Council

Applications considered by the nominated officer to be of a significant scale or contentious by way of the nature of the use or sensitivity of their location will be referred to Council for determination.

1.8 Minor Variations – Non Residential Development

Approve applications (for non-residential development) pursuant to clause 4.4 of the Scheme where the application varies to a minor extent only from the Town Planning Scheme requirements or Council Policy, and where the application is consistent with the objectives and intent of the scheme and Council policies.

1.9 Retrospective Applications

Applications for unauthorised development that fully satisfy the acceptable development requirements of the Residential Design Codes and comply with the provisions of this policy or contain variations and where neighbours have been required to be consulted and they have no objection to the proposal, may be processed as if they were submitted prior to the development occurring.

2.0 RESIDENTIAL DEVELOPMENT (RESIDENTIAL DESIGN CODES AND TOWN PLANNING SCHEME)

This policy applies to residential development applications and building licence applications requiring planning assessment, including applications for grouped dwellings, multiple unit development and ancillary accommodation, but not including applications involving a density bonus under Part 5 of the Residential Design Codes, and Clause 4.2 of the Town Planning Scheme as follows:-

2.1 Full Compliance

The development fully complies with the requirements of the Town Planning Scheme, Residential Design Codes and Council Policy.

2.2 Minor Variations (Margin of Tolerance)

Except where specified otherwise in this policy, a development provision which is within 10% of that expressed standard, may be approved, provided that the remainder of the development is consistent with Council's requirements including the provisions of this policy. Such an approval may be given without consultation with neighbours.

This clause does not apply to R Code standards in relation to minimum lot areas expressed in Table 1.

2.3 Front Setbacks (R Codes)

Averaging – in accordance with the provisions of the Residential Design Codes, Part 3.2 1A1, where the minimum setback is equal to or greater than the minimum setback of the adjoining dwellings on either side.

Minor Variations – in relation to Clause 2.2 Minor Variations (above) the 10 per cent variation only applies where less than half of the total frontage of the building projects into the setback area. This would usually apply where the lot is irregular in shape or the existing dwelling has been constructed at an angle offset to the street.

2.4 Side Setbacks, Secondary Street Setbacks and Privacy (RD Codes)

Variations in accordance with Part 3.3 (Boundary Setbacks) of the Residential Design Codes and those which do not conform with acceptable development standards as outlined in Part 3.8 (Privacy) of the Residential Design Codes may be supported where the written agreement of the affected neighbour has been obtained or where the Shire’s administration has received verbal advice from the neighbour that there is no objection to the proposal.

With regard to secondary streets, consideration will be given to the relevant clauses in Part 3.2 (Streetscape). Neighbour comment will generally not be required in relation to secondary street setbacks.

2.5 Open Space (R Codes Table 1)

In applying the “Minor Variations” Clause (2.2) to open space requirements, consideration will be given to:-

- The provision of adequate, usable courtyard space on site
- Proximity of adjacent parkland
- Use of passive solar design principles.

2.6 Outbuildings

Variations to the wall height acceptable development requirement in Part 3.10.1 A1 (iv) of the R Codes may be supported where the outbuilding is in compliance with Council Policy for Outbuildings and where the outbuilding does not detract from the streetscape or the visual amenity of residents or neighbouring properties.

2.7 Vehicular Access

Variations to acceptable development requirements for vehicles entering a street in forward gear where there is no change proposed to existing access arrangements. This variation does not apply to developments serving three or more dwellings.

2.8 Fencing in the Street Setback Area

Variations to fencing in the front or secondary street setback area of residential properties which satisfies the performance criteria (along local distributor roads) of the Residential Design Codes and/or is being replaced due to structural failure or change of materials and appearance. This does not apply to complete redevelopment of the site.

2.9 Architectural Character

Variations to the recommended roof pitches as stipulated under the Derby Design Guidelines as they apply to new housing within the Bloodwood Crescent (Landcorp subdivision). This applies where it can be demonstrated that the variation will not detract from the streetscape and that the environmental objectives of the Guidelines can be achieved.

2.10 Landscaping and Preservation of Existing Vegetation

Variations to the minimum areas of landscaping required for commercial and industrial developments where the development proposes an area of landscaping at the street level but falls below 10% of the site area.

Requests for the relocation of Boab Trees when it can be demonstrated that retention of the tree in its original location would unduly prejudice the proper and orderly development of a property, on the basis that the tree is to be relocated and it can be demonstrated that the tree can be safely transplanted.

Requests to remove a Boab Tree where it is clearly demonstrated that the tree is dead or dying or dangerous.

3.0 SUBDIVISION AND AMALGAMATION OF LAND

Responses to the WA Planning Commission in respect to applications for subdivision and amalgamation of land under both the Town Planning and Development Act and the Strata Titles Act.

- All residential subdivision applications; where the proposed lot sizes and boundary clearances strictly comply with the requirements under the Residential Design Codes and Council Policy;
- Refusal of residential subdivision applications where the proposed lot sizes do not comply with the minimum average lots sizes under the Residential Design Codes;
- Non-residential subdivision applications where;
 - a) Vacant lots are proposed to be created;

- b) Existing development on the subdivided lots would, if the subdivision was approved, be in compliance with the requirements of Town Planning Scheme and Council Policy;
- All subdivision applications where the application constitutes a minor variation to a plan already approved by the WAPC and in which no additional lots are proposed;
 - All amalgamation applications;
 - All subdivision clearance certificates where the proposal complies with the requirements of the Town Planning Scheme, Residential Design Codes and Council Policy or in the case of non-complying proposals, where the subdivisions remains consistent with the preliminary approval and or outstanding conditions have been secured by way of performance bonds or guarantees.

4.0 OTHER MATTERS

- Formal notices to owners and occupiers of properties to cease illegal uses, remove illegal structures or comply with conditions of Planning Consent;
- Decisions relating to the method of advertising and the persons notified, for an application involving an “SA” Use, an Unlisted Use or a Non-Conforming Use which is required to be, or may be required to be, advertised, unless specifically directed by the Council.
- To prepare and lodge a submission in reply to any request for a Council response to the lodgement of an appeal under the Planning and Development Act 2005 with the submission to be based on Council’s reasons for determination of the application.
- Impose conditions relating to the proper and orderly planning and development of the district on any approval issued under delegated authority and impose conditions of a standard policy nature on any development approval or subdivision recommendation determined by resolution of Council.

5.0 PROCEDURES

All matters not explicitly permitted to be determined under delegated authority under the terms of this policy shall be determined by the Council.

Where:-

- a) There is any doubt whether a proposal complies with the terms of this policy,
- b) In the opinion of the Shire Planner, the scale and significance of the proposal is such that it should be considered by Council;
- c) An applicant has specifically requested that the matter be considered by Council;
- d) The Council has specifically resolved that a particular application shall not be determined under delegated authority,

then the matter shall be referred to Council for consideration.

- Where an applicant or owner of land is aggrieved by a decision of the Shire Planner under delegated authority where that decision involves the exercise of a discretionary power under the scheme the applicant or the owner may request that Council reconsider the matter.
- Where an application has been determined under the above delegation of authority the approval shall contain the following footnote:

“The above determination has been made by the Shire Planner under delegated authority in order to expedite the decision making process. If you are aggrieved by the decision, you may request that the matter be reviewed at a Council meeting.”

Record of Use:	For the information of Councillors and the public a list of all applications determined under the terms of this policy shall be included in the Information Bulletin for the following month.
Reference:	Clause 9.8 “Delegation” Town Planning Scheme No 5
Council Policy:	N/A
Date Adopted:	26 April 2001
Date Reviewed:	28 April 2016

T2 INTERIM DEVELOPMENT ORDER NO 7 (OR AS UPDATED): DETERMINATION OF APPLICATIONS

Function to be Performed: Determination of development and subdivision applications in accord with the Interim Development Order and Council Policies.

Delegated to: Chief Executive Officer

On Delegated to: Shire Planner

The Shire Planner is delegated authority, following consultation with the Executive, Manager Technical & Development Services as appropriate, to determine applications for development, recommend to the West Australian Planning Commission on subdivision applications and exercise other powers of Council under Interim Development Order No 7 (or as updated) as follows:

1. Determine those applications that due to their scale, nature, type or other aspect should be advertised for public comment.
2. Approve applications that are permitted under the Interim Development Order where the application complies with the provisions of the Order and Council policies, except where;
 - a) A submission of objection has been lodged in respect to an application that has been advertised for public comment and the issue of objection cannot be satisfied by a condition of planning consent.
 - b) The proposed development is considered by the Shire Planner to be of a contentious nature, of a scale that would have a strategic impact on the Shire or part thereof and/or conflicts with Councils Strategic Plan.
 - c) The Council has resolved that the specific application be referred to it for determination.
3. Authorise the release of Strata Title and Subdivision clearances and confirm compliance with the conditions of development consent where the development or subdivision has been completed in accord with the conditions of approval and/or outstanding conditions have been secured by way of performance bonds or guarantees.

4. Impose conditions relating to the proper and orderly planning and development of the district on any approval issued under delegated authority and impose conditions of a standard policy nature on any development approval or subdivision recommendation determined by resolution of Council.
5. To prepare and lodge a submission in reply to any request for a Council response to the lodgement of an appeal under the Planning and Development Act 2005 with the submission to be based on Council's reasons for determination of the application.
6. In exercising this delegation in the area covered by the draft Fitzroy Futures Town Plan, prior to the endorsement of that Policy, the Plan shall be considered as a seriously entertained planning proposal and the requirements, land uses and provisions of the plan shall be given due regard in that respect.

Conditions:

Where an applicant or owner of land is aggrieved by a decision of the Shire Planner under delegated authority where that decision involves the exercise of a discretionary power under the order the applicant or the owner may request that Council reconsider the matter.

Where an application has been determined under the above delegation of authority the approval shall contain the following footnote:

“The above determination has been made by the Shire Planner under delegated authority in order to expedite the decision making process. If you are aggrieved by the decision, you may request that the matter be reviewed at a Council meeting.”

Record of Use:

For the information of Councillors and the public a list of all applications determined under the above-delegated authority shall be included in the information bulletin for the following month.

Reference:

S5.42/5.44 & 5.44 – Local Government Act 1995

Interim Development Order No 7 (as updated)

Council Policy:

N/A

Date Adopted:

26 April 2001

Date Reviewed:

28 April 2016

FINANCE

F1 PAYMENTS FROM TRUST AND MUNICIPAL FUNDS

Function to be Performed: To make payments from the Municipal Fund Bank Accounts and the Trust Fund Bank Accounts for payment of creditors and payroll.

Delegated to: Chief Executive Officer

On Delegated to: Executive Manager Corporate Services

Manager Corporate Services

Senior Finance Officer

Executive Manager Technical and Development Services

Executive Manager Community Development

The Chief Executive Officer is delegated authority to:

1. Develop procedures for the authorisation of and the payment of accounts to ensure that there is effective security for, and properly authorised use of:
 - a) Cheques, credit cards, computer encryption devices and passwords, purchasing cards and any other devices or methods by which goods, services, money or other benefits may be obtained; and
 - b) Petty cash systems.
2. Develop procedures for the approval of accounts to ensure that before payment of an account a determination is made that: -
 - a) The relevant debt was incurred by a person who was properly authorised to do so; and
 - b) The goods or services to which each account relates were provided in a satisfactory condition or to a satisfactory standard, as the case requires.

Conditions: Compliance with Regulations 12 and 13 of the Local Government (Financial Management) Regulations 1996 and Council Policies.

Each payment from the Municipal Fund Bank Accounts and the Trust Fund Bank Accounts is to be noted on a list compiled for each month showing:

- a) The payee's name;
- b) The amount of the payment;
- c) The date of the payment; and
- d) Sufficient information to identify the transaction.

Record of Use: The list referred to above is to be presented to the Council at the next Ordinary Meeting of the Council following the preparation of the list and is to be recorded in the Minutes of the meeting at which it is presented.

Reference: S5.42/5.44 – Local Government Act 1995
Local Government (Financial Management) Regulations 1996

Council Policy: N/A

Date Adopted: 26 April 2001

Date Reviewed: 28 April 2016

F2 INVESTMENTS

Function to be Performed:	<p>(1) To invest money held in the Municipal or Trust funds that are not required for the time being for any purposes in accordance with part III of the Trustee’s Act 1962 or in an investment approved by the Minister.</p> <p>(2) To establish and document internal control procedures to be followed to ensure control over the investments.</p>
Delegated to:	Chief Executive Officer
On Delegated to:	<p>Executive Manager Corporate Services</p> <p>Manager Corporate Services</p> <p>Senior Finance Officer</p>
Conditions:	<p>Compliance with Regulation 19 of the Local Government (Financial Management) Regulations 1996 and Council Policy.</p> <p>The control procedures are to enable the identification of:</p> <p>(a) The nature and location of all investments, and</p> <p>(b) The transactions related to each investment.</p>
Record of Use:	Retention of file copy of relevant correspondence.
Reference:	S5.42/5.44 & S6.14 – Local Government Act 1995, Local Government (Financial Management) Regulations 1996 and Trustees Act 1962
Council Policy:	N/A
Date Adopted:	26 April 2001
Date Reviewed:	28 April 2016

F3 AGREEMENT AS TO PAYMENT OF RATES, SERVICE CHARGES AND DEBTORS

Function to be Performed:	To accept payment of a rate or service charge or debtors invoice due and payable by a person in accordance with an agreement made with the person.
Delegated to:	Chief Executive Officer
On Delegated to:	Executive Manager Corporate Services Manager Corporate Services
Conditions:	Special payment agreements may be entered into for cases of special hardship for payment of rates, service charges, domestic rubbish removal charges, private swimming pool inspection fees and debtors invoices.
Record of Use:	Retention of file copy of relevant correspondence.
Reference:	S5.42/5.44 & S6.49 – Local Government Act 1995
Council Policy:	N/A
Date Adopted:	26 April 2001
Date Reviewed:	28 April 2016

F4 NOTICE REQUIRING LESSEE TO PAY RENT

Function to be Performed:	(1) To give to a lessee (with a copy to the lessor) of land a notice requiring the lessee to pay to the Council any rent as it falls due if there are unpaid rates or services charges on the land. (2) To recover the rate or service charge as a debt from the lessee if they do not comply with the notice.
Delegated to:	Chief Executive Officer
On Delegated to:	Executive Manager Corporate Services
Conditions:	Compliance with provisions of S6.60, S6.61 and S6.62 of the Local Government Act 1995.
Record of Use:	Retention of file copy of relevant correspondence.
Reference:	S5.42/5.44 & S6.60 – Local Government Act 1995
Council Policy:	N/A
Date Adopted:	26 April 2001
Date Reviewed:	28 April 2016

F5 IMPOUNDING OF GOODS

Function to be Performed:	(1) To undertake the functions and duties required under Part 3 Subdivision 4 (Impounding of Goods) of the Local Government Act 1995 in respect of Section 3.39. (2) To appoint authorised persons for the purpose of removing and impounding goods that are involved in the contravention which can lead to impounding of goods from a public place if the goods present a hazard to any public place or obstruct its lawful use.
Delegated to:	Chief Executive Officer
On Delegated to:	Senior Ranger
Conditions:	Compliance with Part 3 Subdivision 4 (Impounding of Goods) of the Local Government Act 1995 and Regulation 29 of the Local Government (Financial Management) Regulations 1996 and Council Policies
Record of Use:	Retention of file copy of relevant correspondence.
Reference:	S5.42/5.44, S3.39, S3.40, S3.42, S3.44, S3.46, S3.47 & S3.48 – Local Government Act 1995
Council Policy:	N/A
Date Adopted:	26 April 2001
Date Reviewed:	28 April 2016

F6 LODGMENT OF CAVEATS

Function to be Performed:	To lodge and withdraw a caveat to preclude dealings in respect of land where payment of rates or services charges imposed in respect of the land is unpaid for at least three years.
Delegated to:	Chief Executive Officer
On Delegated to:	Executive Manager Corporate Services
Conditions:	Compliance with Part 6 of the Local Government Act 1995 and the Local Government (Financial Management) Regulations 1996.
Record of Use:	Retention of file copy of relevant correspondence.
Reference:	S5.42/5.44 & S6.64 – Local Government Act 1995
Council Policy:	N/A
Date Adopted:	26 April 2001
Date Reviewed:	28 April 2016

F7 WRITE-OFF OF RATES AND SUNDRY DEBTORS

Functions to be Performed:	To write-off rates and sundry debtors of \$1,000 and under when it is considered that the debt is unrecoverable.
Delegated to:	Chief Executive Officer
On Delegated to:	Executive Manager Corporate Services
Conditions:	Need to be satisfied that the debt is unrecoverable by exhausting all reasonable avenues for the recovery of the debt or receiving advice from Council's debt collection agent.
Record of Use:	Retention of file copy of relevant correspondence and report to Information Bulletin.
Reference:	S5.42 – Local Government Act 1995
Council Policy:	N/A
Date Adopted:	30 October 2003
Date Reviewed:	28 April 2016

WORKS

W1 TEMPORARY CLOSURE OF ROADS FOR PUBLIC EVENTS

Function to be Performed:	Determining applications for the temporary closure of roads for public events.
Delegated to:	Chief Executive Officer
On Delegated to:	Executive Manager Technical and Development Services Manager Technical Services Engineering Technical Officer
Conditions:	<p>The determination shall be in accordance with provisions of the Road Traffic (Events on Roads) Regulations 1991 and the Local Government Act 1995 and shall, when approved by the Chief Executive Officer, contain the following conditions:</p> <ol style="list-style-type: none"> 1 The closure is to be advertised in a local newspaper. 2 Arrangements are to be made for appropriate signposting to affect the closure. 3 The applicant is to take out a Public Risk Insurance Policy that indemnifies the Shire against any damages claims and a copy is to be delivered to the Shire. 4 The applicant is to notify the Emergency Services Department and ensure that whilst the event is in progress, satisfactory arrangements are made to allow access to premises by Emergency Services. <p>The Chief Executive Officer may determine other conditions to be imposed on any approvals issued.</p>
Record of Use:	Retention of file copy of relevant correspondence/documentation.
Reference:	S5.42/5.44 – Local Government Act 1995
Council Policy:	N/A
Date Adopted:	26 April 2001
Date Reviewed:	28 April 2016

W2 INSTALLATION OF STOP AND GIVE-WAY SIGNS

Function to be Performed:	To make applications to Main Roads WA for approval for the installation of stop and give-way signs at such places as is considered warranted.
Delegated to:	Chief Executive Officer
On Delegated to:	Executive Manager Technical and Development Services
Conditions:	Nil
Record of Use:	Retention of file copy of relevant correspondence.
Reference:	S5.42/5.44 – Local Government Act 1995
Council Policy:	N/A
Date Adopted:	26 April 2001
Date Reviewed:	28 April 2016

W3 CLOSURE OF THOROUGHFARES TO VEHICLES IN CASES OF EMERGENCY

Function to be Performed:	(1) To undertake the necessary notice and action for closure of thoroughfares to vehicles in cases of emergency or in connection with Council works. (2) To ensure that when works are carried out associated with the fixing or altering the level of or alignment of a public thoroughfare, that access by vehicle to land adjoining the thoroughfare can be reasonably provided.
Delegated to:	Chief Executive Officer
On Delegated to:	Executive Manager Technical and Development Services Manager Engineering Services Engineering Technical Officer
Conditions:	Compliance with Regulations 4 to 6 of the Local Government (Functions and General) Regulations 1996
Record of Use:	Retention of file copy of relevant correspondence.
Reference:	S3.50, 3.51 & 5.42 – Local Government Act 1995
Council Policy:	N/A
Date Adopted:	26 April 2001
Date Reviewed:	28 April 2016

W4 EXTRA MASS PERMITS

Function to be Performed:	To endorse Main Roads WA extra mass permits.
Delegated to:	Chief Executive Officer
On Delegated to:	Executive Manager Technical and Development Services Manager Engineering Services Engineering Technical Officer
Conditions:	Nil
Record of Use:	Retention of file copy of relevant correspondence and permit(s).
Reference:	S3.50, 3.51 & 5.42 – Local Government Act 1995
Council Policy:	N/A
Date Adopted:	26 April 2001
Date Reviewed:	28 April 2016

BUILDING CONTROL

B1 AUTHORISATION OF OFFICERS TO EXERCISE CERTAIN PROVISIONS ABOUT LAND

Function to be Performed:	<p>(1) To issue notices pursuant to section 3.25 of the Local Government Act 1995 to owners and occupiers of land requiring certain things to be done by the owner or occupier of that land pursuant to Schedule 3.1 of the Local Government Act 1995.</p> <p>(2) To undertake what action is deemed necessary to cover the costs incurred in achieving the purpose for which a Notice was given pursuant to Section 3.25 of the Local Government Act 1995 from the persons who failed to comply with the said Notice.</p> <p>(3) To do anything considered necessary, so far as practicable, to achieve the purposes for which a Notice was given pursuant to Section 3.25 of the Local Government Act 1995.</p>
Delegated to:	Chief Executive Officer
On Delegated to:	Executive Manager Technical and Development Services Senior Ranger – Sub Delegation (1) only.
Conditions:	Subject to the express provisions contained in the Local Government Act 1995, Council’s Policies and Resolutions of Council.
Record of Use:	Retention of file copy of relevant correspondence and notices.
Reference:	S5.42/5.44, s3.25 & Schedules 3.1 and 9.1 – Local Government Act 1995
Council Policy:	N/A
Date Adopted:	26 April 2001
Date Reviewed:	28 April 2016

B2 DEMOLITION PERMIT – ISSUE AND REFUSAL

Function to be Performed:	To approve or refuse the issue of a demolition permit to take down a building or a part of a building and such permit may be subject to such conditions as is considered necessary for the safe and proper execution of the work.
Sub-Delegation:	Sub Delegation is permitted
Delegated to:	Executive Manager Technical and Development Services Building Surveyor Subject to the officers holding these positions meeting requirements for appointment to undertake these functions under the Building Act 2011 or Health Act 1911.
Conditions:	Provisions of the relevant legislation.
Record of Use:	Retention of file copy of permit.
Reference:	S5.36 – Local Government Act 1995 Building Act 2011 S127, S21 & S22
Council Policy:	N/A
Date Adopted:	30 May 2013
Date Reviewed:	28 April 2016

B3 BUILDING PERMIT – ISSUE AND REFUSAL

Function to be Performed:	To approve or refuse building permit applications.
Sub-Delegation:	Sub Delegation is permitted
Delegated to:	Executive Manager Technical and Development Services Building Surveyor
Conditions:	An application for a building permit shall be approved where it: Meets the provisions of the relevant legislation. Conforms to all Local Laws and various regulations in force in the district or part of the district in respect of building matters; or, with the agreement of the proponent, be amended to comply with these requirements. Complies with any Policy of Council that is currently in force and is relevant to the proposal.
Record of Use:	Retention of file copy of relevant correspondence and permit(s).
Reference:	S5.36 – Local Government Act 1995 Building Act 2011 S127, S20 & S22
Council Policy:	N/A
Date Adopted:	30 May 2013
Date Reviewed:	28 April 2016

B4 OCCUPANCY PERMITS AND BUILDING APPROVAL CERTIFICATES – ISSUE AND REFUSAL

Function to be Performed:	To approve or refuse the issuing and refusal of Occupancy permit applications and Building Approval Certificates.
Sub-Delegation:	Sub Delegation is permitted
Delegated to:	Executive Manager Technical and Development Services Building Surveyor Subject to the officers holding these positions meeting requirements for appointment to undertake these functions under the Building Act 2011 or Health Act 1911.
Conditions:	Provisions of the relevant legislation.
Record of Use:	Retention of file copy of relevant correspondence, permits and Certificates.
Reference:	S5.36 – Local Government Act 1995 Building Act 2011 S127, S58 & S60
Council Policy:	N/A
Date Adopted:	26 April 2012
Date Reviewed:	28 April 2016

B5 OCCUPANCY PERMITS AND BUILDING APPROVAL CERTIFICATES – EXTENSION OF DURATION

Function to be Performed:	To approve the extension of time for Occupancy permit applications and Building Approval Certificates.
Sub-Delegation:	Sub Delegation is permitted
Delegated to:	Executive Manager Technical and Development Services Building Surveyor Subject to the officers holding these positions meeting requirements for appointment to undertake these functions under the Building Act 2011 or Health Act 1911.
Conditions:	Provisions of the relevant legislation.
Record of Use:	Retention of file copy of relevant correspondence, permits and Certificates.
Reference:	S5.36 – Local Government Act 1995 Building Act 2011 S127 & S65
Council Policy:	N/A
Date Adopted:	26 April 2012
Date Reviewed:	28 April 2016

B6 AUTHORISED PERSONS AND POWERS OF ENTRY

Function to be Performed:	To approve an authorised persons under the act to carry out duties of inspection of building work within the Shire and of swimming pools.
Delegated to:	Chief Executive Officer
On Delegated to:	Executive Manager Technical and Development Services Manager Development Services Environmental Health Officer/Building Surveyor (Indigenous Communities) Building Surveyor Subject to the officers holding these positions meeting requirements for appointment to undertake these functions under the Building Act 2011 or Health Act 1911.
Conditions:	Provisions of the relevant legislation.
Record of Use:	Retention of file copy of relevant correspondence.
Reference:	S5.36 – Local Government Act 1995 Building Act 2011 S96, S100 & S101 Building Regulations 2012, Regulation 53
Council Policy:	N/A
Date Adopted:	26 April 2012
Date Reviewed:	28 April 2016

B7 BUILDING ORDERS

Function to be Performed:	<p>1) To make Building Orders pursuant to section 110 of the Building Act 2011 in relation to:</p> <ul style="list-style-type: none"> • Stop work, demolish/remove a building, alter a building or evacuate a building, where there is a contravention of a provision of the Building Act 2011; • Take a specific action to prevent contravention of the Building Act 2011; • Finish an outward facing side of a wall; • Buildings which are considered as being unsafe or not fit for human habitation. <p>2) Revoke Building Orders pursuant to section 117 of the Building Act 2011</p>
Sub-Delegation:	Sub Delegation is permitted
Delegated to:	<p>Executive Manager Technical and Development Services</p> <p>Manager Development Services</p> <p>Subject to the officers holding these positions meeting requirements for appointment to undertake these functions under the Building Act 2011 or Health Act 1911.</p>
Conditions:	Provisions of the relevant legislation.
Record of Use:	Retention of file copy of relevant correspondence, permits and Certificates.
Reference:	<p>S5.36 – Local Government Act 1995</p> <p>Building Act 2011 S127, S110 & S117</p>
Council Policy:	N/A
Date Adopted:	26 April 2012
Date Reviewed:	28 April 2016

B8 LICENCE TO DEPOSIT MATERIALS ON OR ADJACENT TO A STREET

Function to be Performed:	To issue licences to deposit materials on a street, way or other public place and to excavate on land abutting or adjoining a street, way or other public place.
Delegated to:	Chief Executive Officer
On Delegated to:	Executive Manager Technical and Development Services Manager Development Services Building Surveyor
Conditions:	<p>The Chief Executive Officer shall first obtain confirmation from the Executive Manager Technical and Development Services that the proposed activity will not create undue interference with the operation of the street, way or public place.</p> <p>Licences are to be issued subject to the provisions of the relevant legislation</p>
Record of Use:	Retention of file copy of relevant correspondence and licence(s).
Reference:	S5.36 – Local Government Act 1995 Building Regulations 2012, Regulation 64
Council Policy:	N/A
Date Adopted:	26 April 2012
Date Reviewed:	28 April 2016

HEALTH

H1 SERVING OF NOTICES AND ORDERS

Function to be Performed:	To serve notices, approve and renew licences and permits and exercise the powers of Council for the expeditious administration of the Health Act.
Delegated to:	Chief Executive Officer
On Delegated to:	Executive Manager Technical and Development Services
Conditions:	Provisions and requirements of legislation.
Record of Use:	Retention of file copy of relevant correspondence and notices.
Reference:	S26 – Health Act 1911
Council Policy:	N/A
Date Adopted:	26 April 2001
Date Reviewed:	28 April 2016

H2 TEMPORARY TOILETS – BUILDING SITES

Function to be Performed:	To issue approval for the use of temporary toilets on building sites.
Delegated to:	Chief Executive Officer
On Delegated to:	Executive Manager Technical and Development Services Manager Development Services
Conditions:	Provisions and requirements of legislation apply.
Record of Use:	Retention of file copy of relevant correspondence and notices.
Reference:	S26 – Health Act 1911
Council Policy:	N/A
Date Adopted:	26 April 2001
Date Reviewed:	28 April 2016

H3 LODGING HOUSE REGISTRATIONS

Function to be Performed:	To approve the issuing of registrations for lodging houses.
Delegated to:	Chief Executive Officer
On Delegated to:	Executive Manager Technical and Development Services Manager Development Services
Conditions:	Authority provides for approvals only. Should the Executive Manager Technical and Development Services determine that the application does not comply with the legislation, he/she is to refer the issue to Council for consideration.
Record of Use:	Retention of file copy of relevant correspondence and registration(s).
Reference:	S26 – Health Act 1911
Council Policy:	N/A
Date Adopted:	26 April 2001
Date Reviewed:	28 April 2016

H4 LIQUID WASTE CARRIER LICENSING

Function to be Performed:	To approve the issue of a licence for liquid waste carriage.
Delegated to:	Chief Executive Officer
On Delegated to:	Executive Manager Technical and Development Services
Conditions:	Authority provides for approvals only. Should the Executive Manager Technical and Development Services determine that the application does not comply with the legislation, he/she is to refer the issue to Council for consideration.
Record of Use:	Retention of file copy of relevant correspondence and licence.
Reference:	S26 – Health Act 1911
Council Policy:	N/A
Date Adopted:	26 April 2001
Date Reviewed:	28 April 2016

H5 ITINERANT FOOD VENDOR LICENSING

Function to be Performed:	To approve the issue of a licence for itinerant food vendors.
Delegated to:	Chief Executive Officer
On Delegated to:	Executive Manager Technical and Development Services Manager Development Services
Conditions:	Authority provides for approvals only. Should the Executive Manager Technical and Development Services determine that the application for licence does not comply with the legislation, he/she is to refer the issue to Council for consideration.
Record of Use:	Retention of file copy of relevant correspondence and notices.
Reference:	S26 – Health Act 1911
Council Policy:	N/A
Date Adopted:	26 April 2001
Date Reviewed:	28 April 2016

H6 APPROVAL OF CARAVAN PARK AND CAMPING GROUND LICENCE RENEWAL APPLICATIONS

Function to be Performed:	To approve Caravan Parks and Camping Grounds licence renewal applications.
Delegated to:	Chief Executive Officer
On Delegated to:	Executive Manager Technical and Development Services Manager Development Services
Conditions:	Pursuant to the provisions of the Caravan Parks and Camping Grounds Act 1995.
Record of Use:	Retention of file copy of relevant correspondence and licences.
Reference:	Caravan Parks and Camping Grounds Act 1995 S5.42/5.44 – Local Government Act 1995
Council Policy:	N/A
Date Adopted:	27 June 2002
Date Reviewed:	28 April 2016

H7. AUTHORITY TO ISSUE A PROHIBITION ORDER UNDER THE FOOD ACT 2008

Function to be Performed:	To issue a Prohibition Order where a food proprietor has not complied with an improvement notice or the order is required to mitigate a serious danger to Public Health.
Delegated to:	Chief Executive Officer
On Delegated to:	N/A
Conditions:	Pursuant to the provisions of the Food Act 2008.
Record of Use:	Retention of file copy of relevant correspondence and notices.
Reference:	S65 (1) – Food Act 2008
Council Policy:	N/A
Date Adopted:	10 December 2009
Date Reviewed:	28 April 2016

H8. OFFICERS DESIGNATED FOR PURPOSES OF WITHDRAWING INFRINGEMENT NOTICES UNDER THE FOOD ACT 2008

Function to be Performed:	Officers designated by the Shire for the purposes of withdrawing infringement notices for breach of the Act. These persons are prohibited by the Act from serving Infringement Notices.
Delegated to:	Chief Executive Officer.
On Delegated to:	Executive Manager Technical and Development Services
Conditions:	To carry out the provisions of Section 126 (6) & (7) of the Food Act 2008.
Record of Use:	Retention of file copy of relevant correspondence and notices.
Reference:	S126 (13) – Food Act 2008
Council Policy:	N/A
Date Adopted:	10 December 2009
Date Reviewed:	28 April 2016

H9. DESIGNATED OFFICERS FOR THE PURPOSES OF SERVING INFRINGEMENT NOTICES FOR BREACH OF FOOD ACT 2008

Function to be Performed:	Designated Officers listed by the Shire for the purposes of serving Infringement Notices for breach of the Act.
Delegated to:	Executive Manager Technical and Development Services Manager Development Services Environmental Health Officer/Building Surveyor (Indigenous Communities)
On Delegated to:	N/A
Conditions:	To carry out the provisions of Section 126 (2) of the Food Act 2008.
Record of Use:	Retention of file copy of relevant correspondence and notices.
Reference:	S126 (13) – Food Act 2008
Council Policy:	N/A
Date Adopted:	10 December 2009
Date Reviewed:	28 April 2016

H10. AUTHORISED OFFICERS FOR THE PURPOSES OF ADMINISTERING THE FOOD ACT 2008

Function to be Performed:	Authorised Officers listed by the Shire for the purposes of administering the Act.
Delegated to:	Executive Manager Technical and Development Services Manager Development Services Environmental Health Officer/Building Surveyor (Indigenous Communities)
On Delegated to:	N/A
Conditions:	Pursuant to the provisions of the Food Act 2008.
Record of Use:	Retention of file copy of relevant correspondence and notices.
Reference:	S122 (1) – Food Act 2008
Council Policy:	N/A
Date Adopted:	10 December 2009
Date Reviewed:	28 April 2016

MISCELLANEOUS

M1 FIREBREAK ORDER – VARIATION

Function to be Performed:	To approve or refuse applications to provide firebreaks in alternative positions and to approve or refuse applications to provide alternative fire protection measures on land.
Delegated to:	Chief Executive Officer
On Delegated to:	Executive Manager Technical and Development Services
Conditions:	Pursuant to the provisions of Council's Firebreak Order and the Bush Fires Act.
Record of Use:	Retention of file copy of relevant correspondence and notices.
Reference:	S5.42/5.44 – Local Government Act 1995 Bush Fires Act
Council Policy:	N/A
Date Adopted:	26 April 2001
Date Reviewed:	28 April 2016

M2 OFFENCES – BUSH FIRES ACT

Function to be Performed:	To consider allegations of offences alleged to have been committed against the Bush Fires Act within the district, and if the Chief Executive Officer thinks fit, to institute and carry out proceedings in the name of the Shire against any person alleged to have committed any of those offences. This delegation extends to the issue of infringement notices in accordance with the provisions of Section 59A of the Act
Delegated to:	Chief Executive Officer
On Delegated to:	Executive Manager Technical and Development Services
Conditions:	Pursuant to the provisions of the Bush Fires Act
Record of Use:	Retention of file copy of relevant correspondence and notices.
Reference:	S5.42/5.44 – Local Government Act 1995
Council Policy:	N/A
Date Adopted:	26 April 2001
Date Reviewed:	28 April 2016

M3 PROCEEDINGS UNDER DOG ACT

Function to be Performed:	(1) To institute and carry out proceedings in the name of the Shire in respect to offences alleged to have been committed within the district against the Dog Act 1976. (2) To issue infringement notices pursuant to the provisions of Section 29 of the Dog Act 1976. (3) To declare a dog to be a Dangerous Dog, pursuant to Section 33E of the Dog Act 1976. (4) To grant an exemption to the Dog Act 1976 in accordance with Section 26 of the Dog Act 1976.
Delegated to:	Chief Executive Officer
On Delegated to:	Executive Manager Technical and Development Services
Conditions:	Pursuant to the provisions of the Dog Act
Record of Use:	Retention of file copy of relevant correspondence and notices.
Reference:	S26, 29, 33E and 44 of the Dog Act 1976. S5.44 – Local Government Act 1995
Council Policy:	N/A
Date Adopted:	26 April 2001
Date Reviewed:	28 April 2016

M4 APPROVAL OF FIREBREAK NOTICES

Function to be Performed:	To approve and publish Firebreak Notices.
Delegated to:	Chief Executive Officer
On Delegated to:	Executive Manager Technical and Development Services
Conditions:	Pursuant to the provisions of the Bush Fires Act 1954.
Record of Use:	Retention of file copy of relevant correspondence and notices.
Reference:	S33 Bush Fires Act 1954 S5.42/5.44 – Local Government Act 1995
Council Policy:	N/A
Date Adopted:	27 June 2002
Date Reviewed:	28 April 2016

M5 APPOINTMENT OF DOG REGISTRATION OFFICERS

Function to be Performed:	To appoint Dog Registration Officers
Delegated to:	Chief Executive Officer
On Delegated to:	Executive Manager Technical and Development Services
Conditions:	Pursuant to the provisions of the Dog Act 1976
Record of Use:	Retention of file copy of relevant correspondence and appointment notice.
Reference:	S3(1) Dog Act 1976 S5.42/5.44 – Local Government Act 1995
Council Policy:	N/A
Date Adopted:	27 June 2002
Date Reviewed:	28 April 2016

LOCAL LAWS – ON DELEGATIONS

LL1 ACTIVITIES ON THOROUGHFARES AND TRADING IN THOROUGHFARES AND PUBLIC PLACES LOCAL LAW

Function to be performed:	(1) Functions relevant to part 7 – Permits (approvals only)
	(2) Functions relevant to Part 10 – Enforcement
Delegated to:	Chief Executive Officer
On Delegated to:	Executive Manager Technical and Development Services
	Manager Development Services
	Senior Ranger
	Ranger
Conditions:	Council is to be provided details of any prosecutions under the Local Law.
Record of Use:	Retention of file copy of relevant correspondence and notices.
Reference:	See Local Law and S5.44 of the Local Government Act 1995.
Council Policy:	N/A
Date Adopted:	On delegated 27 September, 2001.
Date Reviewed:	28 April 2016

LIST OF DELEGATIONS WITHDRAWN/DELETED

A ADMINISTRATION OF LOCAL LAWS (REVOKED 26/2/04)

Function to be Performed: To administer Council's Local Laws and initiate legal action considered necessary.

A NOTICE OF LOCAL LAWS (REVOKED 26/2/04)

Function to be Performed: To give the required Local, State-wide and Government Gazettal notice and to carry out all other statutory administrative duties required as part of the Local Law making process.

A LEGAL ADVICE (REVOKED 26/2/04)

Function to be Performed: To obtain from an appropriate solicitor such legal advice, assistance and opinions as deemed necessary in the exercise of the management of the Local Government.

A INSURANCE - PUBLIC LIABILITY CLAIMS (REVOKED 26/2/04)

Function to be Performed: To consider claims against Council for property damage that do not exceed the insurance policy excess levels and to accept or deny liability on behalf of Council.

A REPRESENTING LOCAL GOVT IN COURT (REVOKED 26/2/04)

Function to be Performed: The Chief Executive Officer may appoint an employee to represent the Local Government in legal proceedings either generally or in a particular case.

A EXECUTION OF DOCUMENTS (REVOKED 26/2/04)

Function to be Performed: To prepare the necessary documentation and arrange for execution of contract documents.

A EXECUTION AND AFFIXING OF COMMON SEAL (REVOKED 26/2/04)

Function to be Performed: To affix the Common Seal to documents to be executed by the Shire of Derby West Kimberley.

A PAYMENT OF GRATUITIES TO EMPLOYEES IN ADDITION TO CONTRACT OR AWARD (REVOKED 26/2/04)

Function to be Performed: To implement Council's policy relating to payment of gratuities to officers and employees who are retiring and to give the necessary local public notice.

A ENGAGEMENT OF PROFESSIONAL SERVICES (REVOKED 26/2/04)

Function to be Performed: To take the action deemed necessary to engage the services of various consultants to provide the appropriate services to facilitate and/or promote the conduct of Council business up to a cumulative maximum consultancy cost of \$50,000 per consultancy.

A ANNUAL PERFORMANCE REVIEWS (REVOKED)

Function to be Performed: To ensure that the performance of each employee who is employed for more than one year is to be reviewed at least once in relation to every year of employment.

A COMPLIANCE AUDIT PREPARATION (REVOKED 26/2/04)

Function to be Performed: To carry out, or to arrange to have carried out by a consultant, the Annual Compliance Audit for the period 1 January to 31 December each year in the form approved by the Minister for Local Government.

A USE OF COUNCIL BUILDINGS AND FACILITIES (REVOKED 26/2/04)

Function to be Performed: To permit free use of rooms and areas within the Council administration buildings and facilities to associations, committees or organisations having an involvement with Local Government and/or working towards the betterment of the Shire of Derby West Kimberley.

A COUNCIL AND COMMITTEE MEETINGS

(REVOKED 26/2/04)

Function to be Performed: To perform the following duties:

At least once each year, give Local Public Notice of the dates, time and place at which Ordinary Council Meetings, and any Committee Meetings that are required under the Act to be open to members of the public, are to be held.

Give Local Public Notice of any change to the date, time or place of a meeting which is open to the public.

3. Give Local Public Notice of the date, time, place and purpose of any Special Meeting of the Council that is to be open to members of the public.

B ISSUING OF DEMOLITION LICENCES

(REVOKED 26/4/12)

Function to be Performed: To approve the issue of a Demolition Licence to take down a building or a part of a building and such licence may be subject to such conditions as are considered necessary for the safe and proper execution of the work.

B ISSUE AND WITHDRAWAL OF SECTION 401 NOTICES

(REVOKED 26/4/12)

Function to be Performed: To issue a Section 401 notice where a notice of required alterations is warranted.

B BUILDING LICENCES

(REVOKED 26/4/12)

Function to be Performed: To approve Building Licence applications.

B UNLAWFUL WORKS**(REVOKED 26/4/12)**

- Function to be Performed:**
- (1) To issue stop work notices where a breach of building requirements is considered by the Chief Executive Officer to be of a magnitude sufficient to warrant issue of a notice.
 - (2) To withdraw stop work notices where the breach for which the notice has been issued is corrected to the satisfaction of the Chief Executive Officer.

B BUILDING - EXTENSION OF TIME TO COMPLETE**(REVOKED 26/4/12)**

- Function to be Performed:**
- To approve an extension of time where it was not possible to complete the building within the period specified in the Building Licence, subject to the payment of any additional building licence fee.

B REMOVAL OF NEGLECTED AND DILAPIDATED BUILDINGS**(REVOKED 26/4/12)**

- Function to be Performed:**
- To serve upon the owners and occupiers of neglected and dilapidated buildings the written notices required by Sections 408 and 409 of the Local Government (Miscellaneous Provisions) Act 1960.

B DANGEROUS BUILDINGS**(REVOKED 26/4/12)**

- Function to be Performed:**
- To carry out the following functions upon receipt of a report from the Building Surveyor that a building is in a dangerous state:
- (1) Issue a certificate which states that the subject building is in a dangerous state.
 - (2) Shore up or otherwise secure the building as well as providing a hoarding or fence around the building to protect the public from danger.
 - (3) Serve written notice upon the owner or the occupier of the building requiring that the building be taken down, secured or repaired.

B CERTIFICATES OF CLASSIFICATION (REVOKED 26/4/12)

Function to be Performed: To issue Certificates of Classification of Buildings.

B LICENCE TO DEPOSIT MATERIALS ON OR EXCAVATE ADJACENT TO A STREET (REVOKED 26/4/12)

Function to be Performed: To issue licences to deposit materials on a street, way or other public place and to excavate on land abutting or adjoining a street, way or other public place.

B INCOMPLETE BUILDINGS (REVOKED 26/4/12)

Function to be Performed: To serve the appropriate notices and orders referred to in Section 409A of the Local Government (Miscellaneous Provisions) Act 1960 and to take all other appropriate actions to obtain compliance with Section 409A of the legislation.

S STAFF – CONFERENCES, SEMINARS AND TRAINING COURSES (REVOKED 26/2/04)

Function to be Performed: To approve the attendance by Council staff at conferences, seminars and training courses where, in the opinion of the Chief Executive Officer, attendance will enhance the professional development of the officer, provide benefits to the Council and is relevant to the duties and responsibilities of the officer.

S VEHICLES – PRIVATE USE (REVOKED 26/2/04)

Function to be Performed: To make appropriate private use arrangements with staff having use of a Council vehicle.

F RATES RECORD**(REVOKED 26/3/04)****Functions to be Performed:**

- (1) To ensure that as soon as practicable after the Council resolves to impose rates, that a record is compiled of all rateable land in the district and all lands which have a service charge imposed.
- (2) To amend the current rate record and the rate record for the preceding five years to ensure the information it contains is current and correct.
- (3) To reassess the rates and service charges if the rateable value of, the rateability of, or the rate imposed on the land is amended in the rate record and give notice of changes to the owner of the land.
- (4) Carry out the requirements of S6.40 (3) and (4) and S6.44 of the Local Government Act 1995 where there is a refund or an increase as a consequence of any reassessment.
- (5) Give a rate notice to the owner of rateable land and the owner or occupier of land on which a service charge is imposed.

F OBJECTION TO THE RATE RECORD**(REVOKED 26/2/04)****Function to be Performed:**

- (1) To extend for such period as is seen fit for a person to make an objection to the rate record.
- (2) To promptly consider any objection received to the rate record and to either disallow it or allow it wholly or in part.
- (3) To serve upon the person who made the objection written notice of the decision and the grounds for that decision.

F REFERRAL OF APPEAL TO TRIBUNAL**(REVOKED 26/2/04)****Function to be Performed:**

Upon the receipt of a notice under S6.77 and S6.78 of the Local Government Act 1995 disputing a decision not to amend the rate record, to refer the decision to a Land Valuation Tribunal as an appeal.

F RECOVERY OF RATES OR SERVICE CHARGES IN COURT

(REVOKED 26/2/04)

Function to be Performed: To recover by court action any rate or service charge that is due and payable to the Shire of Derby West Kimberley.

F VARIATIONS TO CAPITAL WORKS AND OPERATING COSTS

(REVOKED 26/2/04)

Function to be Performed: To approve variations to capital works and operating costs to a level +/- 5% of the approved budget of Council for a specific project or operating item.

F DISPOSAL OF SURPLUS EQUIPMENT, MATERIALS, TOOLS, ETC

(REVOKED 26/2/04)

Function to be Performed: To sell, by calling for expressions of interest, holding of a surplus goods sale at Council's Depot, or any other fair and public means, items of surplus equipment, materials, tools, etc, which are no longer required or are outmoded or are no longer serviceable.

F CONFERENCES, SEMINARS AND TRAINING COURSES – EXPENSES FOR STAFF AND COUNCILLORS

(REVOKED 26/2/04)

Function to be Performed:

- (1) To reimburse all reasonable expenses to members and staff incurred whilst attending authorised conferences, seminars and training courses and during other absences from the district on any business deemed necessary by the Chief Executive Officer. Such expenses may include registration fees, accommodation, meals, refreshments, travel and other appropriate out-of-pocket expenses.
- (2) This delegation also applies to the payment of expenses of partners when the Council has specifically resolved that it is appropriate for a Councillor or staff member to be accompanied by another person.

F FINANCIAL REPORTS**(REVOKED 26/2/04)**

- Function to be Performed:**
- (1) To prepare the Annual Financial Reports and such other financial reports as prescribed in Local Government (Financial Management) Regulation No34.
 - (2) To submit the accounts and financial reports to the Council's Auditors in accordance with S6.4(2) of the Act.

F EXPENDITURE BEFORE ADOPTION OF BUDGET**(REVOKED 26/2/04)**

- Function to be Performed:** To authorise operating expenditure and appropriate capital expenditure that is included in Council's Plan of Principal Activities from the Municipal Fund prior to the adoption of the Annual Budget

F GRANTS AND SUBSIDIES**(REVOKED 26/2/04)**

- Function to be Performed:** To make submissions for grants and/or subsidies from State and Commonwealth Governments without prior approval of Council.

W SITING OF PUBLIC TELEPHONE BOXES**(REVOKED 26/2/04)**

- Function to be Performed:** To negotiate and determine the siting of public telephone boxes on road reserves under the care, control and management of the Council.

W APPROVAL OF WORKS**(REVOKED 26/2/04)**

- Function to be Performed:** To approve capital works to budget as approved by Council.

W CONTRACTORS – USE ON WORKS**(REVOKED 26/2/04)**

- Function to be Performed:** To engage private contractors to assist and complement Council's work staff in carrying out any works and services.

W COUNCIL PLANT – NON-PROFIT ORGANISATIONS

(REVOKED 26/2/04)

Function to be Performed: To determine an application for the use of Council plant for use on projects organised by non-profit organisations (eg sporting clubs).

W CROSSOVERS

(REVOKED 26/2/04)

Function to be Performed:

- (1) To determine applications for the construction of a crossing giving access from a public thoroughfare to private land or a private thoroughfare serving the land and may agree to construct the crossing for the applicant.
- (2) To give notice to an owner or occupier of private land requiring the person to construct or repair a crossing from a public thoroughfare to the land or a private thoroughfare serving the land. If the person fails to comply with the notice the Chief Executive Officer is delegated authority to construct or repair the crossing and recover 50% of the cost of doing so as a debt due from the person.



Shire of Derby/West Kimberley

ITEM 12.5.1

DERBY RODEO AND
HORSERIDERS ASSOCIATION
LEASE

FORM APPROVED
NO. B4804

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED
OATHS, AFFIDAVITS AND STATUTORY DECLARATIONS ACT 2005

STATUTORY DECLARATION

I/WE

(name, address and occupation of person(s) making the declaration)

Sincerely declare as follows

1. I am one of the persons authorised by rule [INSERT RULE] of the Constitution of the Derby Rodeo and Horserider's Association (Inc) (**Club**) to affix or countersign the affixing of the Common Seal of the Club to documents.

2. The Club is the Lessee and the Shire of Derby/West Kimberley is the Lessor of a lease of a portion of Reserve 23127, being Lot 3033 on Deposited Plan 41762 being the whole of the land comprised in Crown Land Title Volume LR3135 Folio 975 (**Lease**).

3. At the time I affixed or countersigned the affixing of the Common Seal of the Club to the Lease I was duly authorised to do so and I signed in the capacity of [INSERT POSITION] of the Club.

This declaration is true and I / WE know that it is an offence to make a declaration knowing that it is false in a material particular.

This declaration is made under the Oaths, Affidavits and Statutory Declarations Act 2005 at (place)

on _____ day of _____ 20 _____ by -

* declarant sign here *A. ELLIS*

Signature(s) of person(s) making the declaration (sign in the space above)

In the presence of -

* Witness sign here *R. VERBOON*

Signature of authorised witness (sign in the space above)

Full Name of witness: *ROBERT VERBOON*

Full Address of Witness: *PO BOX 364 DERBY*

Qualification of Witness: *AQUATIC & RECREATION MGR*

(Print the full name, Address and qualification of authorised witness in the space above)

THIS PAGE IS NOT TO BE USED

INSTRUCTIONS

1. If insufficient space hereon Form B2 should be used.

NOTES

1. A Person making a declaration should ensure it is sworn under the relevant Act applying to the State or Country. The Oaths, Affidavits and Statutory Declarations Act 2005 applies only to a declaration declared in the in the State of Western Australia.
2. If more than one declarant, each signature must have a separate attestation.
3. No person under eighteen years of age may be a witness.
4. A complete list of authorised witnesses for statutory declarations is contained in Schedule 2 of the Oaths, Affidavits and Statutory Declarations Act 2005.

Item	Formal description	Informal description
1.	<p>A member of the academic staff of an institution established under any of the following Acts —</p> <ul style="list-style-type: none"> • <i>Curtin University of Technology Act 1966</i>; • <i>Edith Cowan University Act 1984</i>; • <i>Murdoch University Act 1973</i>; • <i>University of Notre Dame Australia Act 1989</i>; • <i>University of Western Australia Act 1911</i>; • <i>Vocational Education and Training Act 1996</i>. 	Academic (post-secondary institution)
2.	<p>A member of any of the following bodies —</p> <ul style="list-style-type: none"> • Association of Taxation and Management Accountants (ACN 002 876 208); • CPA Australia (ACN 008 392 452); • The Institute of Chartered Accountants in Australia (ARBN 084 642 571); • National Institute of Accountants (ACN 004 130 643); • National Tax & Accountants' Association Limited (ACN 057 551 854). 	Accountant
3.	A person who is registered under the <i>Architects Act 2004</i> .	Architect
4.	An Australian Consular Officer within the meaning of the <i>Consular Fees Act 1955</i> of the Commonwealth.	Australian Consular Officer
5.	An Australian Diplomatic Officer within the meaning of the <i>Consular Fees Act 1955</i> of the Commonwealth.	Australian Diplomatic Officer
6.	A bailiff appointed under the <i>Civil Judgments Enforcement Act 2004</i> .	Bailiff
7.	A person appointed to be in charge of the head office or any branch office of an authorised deposit-taking institution carrying on business in the State under the <i>Banking Act 1959</i> of the Commonwealth.	Bank manager
8.	A member of Chartered Secretaries Australia Limited (ACN 008 615 950).	Chartered secretary
9.	A pharmaceutical chemist within the meaning of the <i>Pharmacy Act 1964</i> .	Chemist
10.	A chiropractor within the meaning of the <i>Chiropractors Act 1964</i> .	Chiropractor
11.	A person registered as an auditor or a liquidator under the <i>Corporations Act 2001</i> of the Commonwealth.	Company auditor or liquidator
12.	A judge, master, magistrate, registrar or clerk, or the chief executive officer, of any court of the State or the Commonwealth.	Court officer
13.	<p>A member of the Australian Defence Force who is —</p> <ul style="list-style-type: none"> • an officer within the meaning of the <i>Defence Force Discipline Act 1982</i> • of the Commonwealth; • a non-commissioned officer within the meaning of that Act with 5 or • more years of continuous service; or • a warrant officer within the meaning of that Act. 	Defence force officer

Item	Formal description	Informal description
14.	A dentist within the meaning of the <i>Dental Act 1939</i> .	Dentist
15.	A medical practitioner within the meaning of the <i>Medical Act 1894</i> .	Doctor
16.	A member of the Institution of Engineers, Australia, other than at the grade of student.	Engineer
17.	The secretary of an organisation of employees or employers that is registered under one of the following Acts — <ul style="list-style-type: none"> • <i>Industrial Relations Act 1979</i>; • <i>Workplace Relations Act 1996</i> of the Commonwealth. 	Industrial organisation secretary
18.	A member of the National Insurance Brokers Association of Australia (ACN 006 093 849).	Insurance broker
19.	A Justice of the Peace.	Justice of the Peace
20.	A legal practitioner within the meaning of the <i>Legal Practice Act 2003</i> .	Lawyer
21.	The chief executive officer or deputy chief executive officer of a local government.	Local government CEO or deputy CEO
22.	A member of the council of a local government within the meaning of the <i>Local Government Act 1995</i> .	Local government councillor
23.	A member of the Australasian Institute of Chartered Loss Adjusters (ACN 074 804 167).	Loss adjuster
24.	An authorised celebrant within the meaning of the <i>Marriage Act 1961</i> of the Commonwealth.	Marriage celebrant
25.	A member of either House of Parliament of the State or of the Commonwealth.	Member of Parliament
26.	A minister of religion registered under Part IV Division 1 of the <i>Marriage Act 1961</i> of the Commonwealth.	Minister of religion
27.	A nurse within the meaning of the <i>Nurses Act 1992</i> .	Nurse
28.	A registered optometrist within the meaning of the <i>Optometrists Act 1940</i> .	Optometrist
29.	A registered patent attorney under the <i>Patents Act 1990</i> of the Commonwealth.	Patent attorney
30.	A physiotherapist within the meaning of the <i>Physiotherapists Act 1950</i> .	Physiotherapist
31.	A podiatrist within the meaning of the <i>Podiatrists Registration Act 1984</i> .	Podiatrist
32.	A police officer.	Police officer
33.	The person in charge of an office established by, or conducted by an agent of, Australia Post within the meaning of the <i>Australian Postal Corporation Act 1989</i> of the Commonwealth.	Post office manager
34.	A registered psychologist within the meaning of the <i>Psychologists Registration Act 1976</i> .	Psychologist
35.	A public notary within the meaning of the <i>Public Notaries Act 1979</i> .	Public notary
36.	An officer of the Commonwealth public service.	Public servant (Commonwealth)
37.	A person who is employed under the <i>Public Sector Management Act 1994</i> Part 3.	Public servant (State)
38.	The holder of a licence under the <i>Real Estate and Business Agents Act 1978</i> .	Real estate agent
39.	The holder of a licence under the <i>Settlement Agents Act 1981</i> .	Settlement agent
40.	The Sheriff of Western Australia and any deputy sheriff appointed by the Sheriff of Western Australia.	Sheriff or deputy sheriff
41.	A licensed surveyor within the meaning of the <i>Licensed Surveyors Act 1909</i> .	Surveyor
42.	A person employed as a member of the teaching staff within the meaning of the <i>School Education Act 1999</i> or as a teacher of a non-government school within the meaning of that Act.	Teacher
43.	A member, registrar or clerk, or the chief executive officer, of any tribunal of the State or the Commonwealth.	Tribunal officer
44.	A registered veterinary surgeon within the meaning of the <i>Veterinary Surgeons Act 1960</i> .	Veterinary surgeon

WESTERN AUSTRALIA
LAND ADMINISTRATION ACT 1997
TRANSFER OF LAND ACT 1893 as amended

LEASE OF CROWN LAND (L)

DESCRIPTION OF LAND (NOTE 1)

That portion of Lot 3033 on Deposited Plan 41762 as hachured on the sketch annexed to the Lease as 'Annexure A'.

EXTENT
Part

VOLUME
LR3135

FOLIO
975

LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS (NOTE 2)

Management Order H885109.

LESSOR/LESSORS (NOTE 3)

SHIRE OF DERBY/WEST KIMBERLEY of PO Box 94, Derby

LESSEE/LESSEES (NOTE 4)

DERBY RODEO and HORSERIDER'S ASSOCIATION (Inc) (an Association incorporated under the Associations Incorporations Act 1987(WA)) of PO Box 422, Derby

TERM OF LEASE (NOTE 5)

Ten (10) Years
Commencing from the date of execution of this Lease

THE LESSOR HEREBY LEASES TO THE LESSEE the land above described to the encumbrances as shown hereon (Note 6)

For the above term for the clear yearly rental of one hundred dollars (\$100):
payable annually

**SUBJECT TO THE COVENANTS AND POWERS IMPLIED UNDER THE LAND ADMINISTRATION ACT 1997
AND THE TRANSFER OF LAND ACT 1893 AS AMENDED (UNLESS HEREBY NEGATED OR MODIFIED)
AND ALSO TO THE COVENANTS AND CONDITIONS CONTAINED HEREIN**

Lease – Portion of Reserve 23127, 61 Ashley Street, Derby

Shire of Derby/West Kimberley

The Derby Rodeo and Horserider's Association
(Inc)



McLEODS

Barristers & Solicitors

Stirling Law Chambers | 220-222 Stirling Highway | CLAREMONT WA 6010

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

Email: mcleods@mcleods.com.au

Ref: TB-DERB-30135

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Table of Contents

Copyright notice	i
Details	1
Agreed terms	1
1. Grant of Lease	1
2. Defined terms and interpretation	1
2.1 Defined terms	1
2.2 Interpretation	3
2.3 Headings	4
2.4 Schedules etc	4
Lessee's rights and obligations	4
3. Quiet enjoyment	4
4. Rent and other payments	5
4.1 Rent	5
4.2 Outgoings	5
4.3 Interest	5
4.4 Costs	5
5. Rent review	6
6. Accrual of amounts payable	6
7. Payment of money	6
8. Insurance	7
8.1 Insurance required	7
8.2 Details and Receipts	7
8.3 Not to invalidate	7
8.4 Reports	7
8.5 Settlement of claim	8
8.6 Lessor as attorney	8
8.7 Lessee may be required to pay excess on insurances	8
8.8 Lessee's equipment and possessions	8
9. Indemnity	8
9.1 Lessee responsibilities	8
9.2 Indemnity	8
9.3 Obligations Continuing	9
9.4 No indemnity for Lessor's negligence	9
9.5 Release	9
10. Use	10
10.1 Restrictions on use	10
10.2 No warranty	11
10.3 Premises subject to restriction	11
10.4 Indemnity for costs	11
11. Casual hire of Premises	11
11.1 Casual hire	11
11.2 Lessee remains responsible for Premises at all times	12

12. Keys and access	12
12.1 No additional copies without approval	12
12.2 Notify the Lessor of lost keys	12
12.3 No change of locks without approval	12
12.4 Cost of re-entry	12
13. Maintenance, repair and cleaning	12
13.1 Generally	12
13.2 Maintain surroundings	13
13.3 Pest control	13
13.4 Responsibility for securing the Premises	13
13.5 Comply with all reasonable conditions	13
13.6 Acknowledgement of state of repair of Premises	14
14. Alterations	14
14.1 Restriction	14
14.2 Consent	14
14.3 Cost of Works	14
14.4 Conditions	14
15. Report to Lessor	15
16. Provision of information	15
17. No assignment, subletting and charging	15
17.1 No assignment or sub-letting without consent	15
17.2 Lessor's Consent to Assignment and Sub-letting	15
17.3 Where sublessee is a community group	16
17.4 Consents of Assignee Supplementary	16
17.5 Property Law Act 1969	16
17.6 Costs for assignment and sub-letting	16
17.7 No mortgage or charge	16
17.8 <i>Property Law Act 1969</i>	16
17.9 No mortgage or charge	16
18. No caveat or other interest	17
18.1 No caveat or other interest	17
18.2 Removal of interest	17
18.3 Costs of removal, Indemnity and Ratification	17
19. Statutory obligations and notices	17
19.1 Comply with Statutes	17
19.2 Indemnity if fails to comply	18
20. Obligations on expiry or termination of lease	18
20.1 Restore Premises	18
20.2 Remove Lessee's property prior to termination	18
20.3 Lessor can remove Lessee's property on re-entry	18
20.4 Peacefully Surrender	18
20.5 Obligations to continue	18
Lessor's rights and obligations	19
21. Provide keys	19
22. Lessor's right of entry	19
22.1 Entry on reasonable notice	19
22.2 Costs of Rectifying Breach	19
23. Limit of Lessor's liability	19

23.1	No liability for loss on Premises	19
23.2	Limit on Liability for Breach of Lessor's obligations	20
24.	Building insurance	20
Mutual agreements		20
25.	Damage or destruction of Premises	20
25.1	Abatement of Rent	20
25.2	Dispute as to Abatement of Rent	20
25.3	Termination	20
26.	Option to renew	20
26.1	Exercise of option	20
27.	Holding over	21
28.	Default	21
28.1	Events of Default	21
28.2	Forfeiture	21
28.3	Lessor may remedy Lessee's default	22
28.4	Acceptance of Amount Payable By Lessor	22
28.5	Essential Terms	22
28.6	Breach of Essential Terms	22
29.	Disputes	23
29.1	Appointment of arbitrator	23
29.2	Payment of amounts payable to date of award	23
30.	Consents	23
31.	Goods and services tax	23
32.	Additional terms and conditions	24
General provisions		24
33.	Notice	24
33.1	Form of delivery	24
33.2	Service of Notice	24
33.3	Signing of Notice	24
34.	Amendments to lease	25
35.	Waiver	25
35.1	No general waiver	25
35.2	Partial exercise of right power or privilege	25
36.	Acts by agents	25
37.	Statutory powers	25
38.	Further assurance	25
39.	Severance	25
40.	Moratorium	25
41.	Governing law	25
Schedule		26

Signing page	28
Annexure 1 - Sketch of Premises	29

Details

Parties

Shire of Derby/West Kimberley

PO Box 94, Derby, Western Australia
(Lessor)

Derby Rodeo and Horserider's Association (Inc)

of PO Box 422, Derby, Western Australia
(Lessee)

Background

- A The Lessor is the management body of the land described in **Item 1** of the Schedule under the Management Order.
- B Under the Management Order the Lessor has the power to lease the Land for any term not exceeding 21 years, subject to the approval of the Minister for Lands first being obtained.
- C The Lessee has requested that the Lessor grant it a lease of that portion of the Land described in **Item 1** of the Schedule (**Premises**), and the Lessor has agreed subject to the Parties entering into this agreement.

Agreed terms

1. Grant of Lease

The Lessor leases to the Lessee the Premises for the Term subject to:

- (1) all Encumbrances;
- (2) the consent of the Minister for Lands under the *Land Administration Act 1997*;
- (3) payment of the Amounts Payable; and
- (4) performance of the Lessee's Obligations.

2. Defined terms and interpretation

2.1 Defined terms

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

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

Authorised Person means -

- (a) an agent, employee, licensee or invitee of the Lessor; and

(b) any person visiting the Premises with the consent or implied consent of any person mentioned in paragraph (a);

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

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

CPI means the Consumer Price Index (All Groups) Perth number published from time to time by the Australian Bureau of Statistics or its equivalent determined in accordance with **clause 5**;

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

Encumbrance means a mortgage, charge, lien, pledge, easement, restrictive covenant, writ, warrant or caveat and the claim stated in the caveat;

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

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

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

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

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

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

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

Input Tax Credit has the meaning that it bears in section 195-1 of the GST Act;

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

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

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

Lessee's Obligations means the agreements and obligations set out or implied in this Lease or imposed by law to be performed by any person other than the Lessor;

Lessor's Obligations means the agreements and obligations set out or implied in this Lease, or imposed by law to be performed by the Lessor;

Management Order means a management order made under section 46 of the Land Administration Act 1997, under which the Land was vested in the Lessor to be held for the designated purpose of "Recreation, Club Premises, Racecourse and Associated Facilities";

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

Party means the Lessor or the Lessee according to the context;

Permitted Purpose is described in **Item 6** of the Schedule;

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

Rent means the rent specified in **Item 5** of the Schedule;

Rent Review Date means a date identified in **Item 8** of the Schedule;

Schedule means the Schedule to this Lease;

Tax Invoice has the meaning which it bears in section 195-1 of the GST Act;

Taxable Supply has the meaning which it bears in section 195-1 of the GST Act;

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

Termination means expiry by lapse of time or sooner determination of the Term or any period of holding over.

2.2 Interpretation

In this Lease, unless expressed to the contrary -

- (a) words using -
 - (i) the singular include the plural;
 - (ii) the plural include the singular; and
 - (iii) any gender includes each gender;
- (b) a reference to -
 - (i) a natural person includes a body corporate or local government; and
 - (ii) a body corporate or local government includes a natural person;
- (c) a reference to a professional body includes a successor to or substitute for that body;
- (d) a reference to a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
- (e) a reference to a statute, ordinance, code, regulation, award, town planning scheme or other law includes a regulation, local law, by-law, requisition, order or other statutory instruments under it and any amendments to re-enactments of or replacements of any of them from time to time in force;
- (f) a reference to a right includes a benefit, remedy, discretion, authority or power;
- (g) a reference to an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;

- (h) a reference to this Lease or provisions or terms of this Lease or any other deed, agreement, instrument or contract include a reference to -
 - (i) both express and implied provisions and terms; and
 - (ii) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
- (i) a reference to writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
- (j) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;
- (k) if a Party comprises two or more persons the obligations and agreements on their part bind and must be observed and performed by them jointly and each of them severally and may be enforced against any one or more of them; and
- (l) the agreements and obligations on the part of the Lessee not to do or omit to do any act or thing include -
 - (i) an agreement not to permit that act or thing to be done or omitted to be done by an Authorised Person; and
 - (ii) an agreement to do everything necessary to ensure that that act or thing is not done or omitted to be done.

2.3 Headings

Headings do not affect the interpretation of this Agreement.

2.4 Schedules etc

Each Schedule (and an Annexure or document incorporated by reference, if any) forms part of this Agreement. In the event of any conflict or inconsistency between any part of –

- (a) the terms and conditions contained in the clauses of this Agreement;
- (b) a Schedule;
- (c) an Annexure, if any; and
- (d) a document incorporated by reference, if any,

the material mentioned in any one of paragraph (a)-(d) of this **clause 2.4** has precedence over material mentioned in a subsequent paragraph, to the extent of any conflict or inconsistency.

Lessee's rights and obligations

3. Quiet enjoyment

Except as provided in the Lease, subject to the performance of the Lessee's Obligations the Lessee may quietly hold and enjoy the Premises during the Term without any interruption or disturbance from the Lessor or persons lawfully claiming through or under the Lessor.

4. Rent and other payments

The Lessee AGREES with the Lessor -

4.1 Rent

To pay to the Lessor the Rent in the amount and manner set out at **Item 5** of the Schedule from the Commencement Date clear of any deductions whatsoever.

4.2 Outgoings

- (a) To pay to the Lessor or to such person as the Lessor may from time to time direct punctually all the following outgoings or charges (if applicable), assessed or incurred in respect of the Premises -
- (i) local government services and other charges, including but not limited to rubbish collection charges;
 - (ii) charges for disposal of stormwater, meter rent and water charges;
 - (iii) telephone, electricity, gas and other power and light charges including but not limited to meter rents and the cost of installation of any meter, wiring, internet connections or telephone connection;
 - (iv) premiums and other costs arising from the insurance obtained by the Lessor pursuant to **clause 24**. For the avoidance of doubt, the parties agree:
 - (A) that if such premium or cost does not include a separate assessment or identification of the Premises or the Land, the Lessee must pay a proportionate part of such premium or cost determined by the Lessor acting reasonably; and
 - (B) such insurance will include insurance for the full replacement value of buildings; and
 - (v) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Premises.
- (b) If the Premises are not separately charged or assessed the Lessee will pay to the Lessor a proportionate part of any charges or assessments referred to in **clause 4.2(a)** being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

4.3 Interest

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

4.4 Costs

- (a) To pay to the Lessor on demand -
- (i) all duty, fines and penalties payable under the *Duties Act 2008* and other statutory duties or taxes payable on or in connection with this Lease;
 - (ii) all registration fees in connection with this Lease; and

- (iii) all legal costs of and incidental to the instructions for the preparation, execution and stamping of this Lease and all copies.
- (b) To pay to the Lessor all costs, legal fees, disbursements and payments incurred by or for which the Lessor is liable in connection with or incidental to -
 - (i) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;
 - (ii) any breach of an obligation or agreement by the Lessee or an Authorised Person;
 - (iii) the preparation and service of a notice under Section 81 of the *Property Law Act 1969* requiring the Lessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a Court;
 - (iv) any work done at the Lessee's request; and
 - (v) any action or proceedings arising out of or incidental to any matters referred to in this **clause 4.4** or any matter arising out of this Lease.

5. Rent review

- (1) The Rent will be reviewed on and from each Rent Review Date to determine the Rent to be paid by the Lessee until the next Rent Review Date.
- (2) The review will be based on CPI on the dates specified in **Item 8** of the Schedule.
- (3) The CPI rent review will increase the amount of Rent payable during the immediately preceding period by the percentage of any increase in CPI having regard to the quarterly CPI published immediately prior to the later of the Commencement Date or the last Rent Review Date as the case may be and the quarterly CPI published immediately prior to the relevant Rent Review Date. If there is a decrease in CPI having regard to the relevant CPI publications the Rent payable from the relevant Rent Review Date will be the same as the Rent payable during the immediately preceding period. Should the CPI be discontinued or suspended at any time or its method of computation substantially altered, the parties shall endeavour to agree upon the substitution of the CPI with an equivalent index.
- (4) Notwithstanding the provisions of this clause, the Rent payable from any Rent Review Date will not be less than the Rent payable in the period immediately preceding such Rent Review Date.
- (5) The Lessor may institute a rent review notwithstanding the Rent Review Date has passed and the Lessor did not institute a rent review on or prior to that Rent Review Date, and in which case the Rent agreed or determined shall date back to and be payable from the Rent Review Date for which such review is made.

6. Accrual of amounts payable

Amounts Payable accrue on a daily basis.

7. Payment of money

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

8. Insurance

8.1 Insurance required

The Lessee must effect and maintain with insurers approved by the Lessor (noting the Lessor's and the Lessee's respective rights and interest in the Premises) for the time being -

- (a) adequate public liability insurance for a sum not less than the sum set out at **Item 7** of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require;
- (b) insurance against all risks as the Lessor may require, of all plate glass windows, doors and display show cases forming part of or within the Premises for a sum which is not less than its full insurable value; and
- (c) insurance to cover the Lessee's fixtures, fittings, equipment and stock against loss or damage by fire, fusion, smoke, lightning, flood, storm, tempest, earthquake, sprinkler leakage, water damage and other usual risks against which a lessee can and does ordinarily insure in their full replacement value, and loss from theft or burglary.

8.2 Details and Receipts

In respect of the insurances required by **clause 8.1** the Lessee must -

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

8.3 Not to invalidate

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

- (a) render any insurance effected under **clause 8.1** on the Premises, or any adjoining premises, void or voidable; and
- (b) cause the rate of a premium to be increased for the Premises or any adjoining premises (except insofar as an approved development may lead to an increased premium).

8.4 Reports

Each party must report to the other promptly in writing and in an emergency verbally -

- (a) any damage to the Premises of which they are or might be aware; and
- (b) any circumstances of which they are aware and which are likely to be a danger or cause any damage or danger to the Premises or to any person who is lawfully using or may lawfully use the Premises.

8.5 Settlement of claim

The Lessor may, but the Lessee may not without prior written consent of the Lessor, settle or compromise any claims under any insurance required by **clause 8.1**.

8.6 Lessor as attorney

The Lessee appoints the Lessor as the Lessee's attorney during the Term -

- (a) in respect to all matters and questions which may arise in relation to any insurances required by **clause 8.1**;
- (b) with full power to demand, sue for and recover and receive from any insurance company or society or person liable to pay the insurance money as are payable for the risks covered by the insurances required by **clause 8.1**;
- (c) to give good and effectual receipts and discharges for the insurance; and
- (d) to settle, adjust, arbitrate and compromise all claims and demands and generally to exercise all powers of absolute owner.

8.7 Lessee may be required to pay excess on insurances

The Lessee AGREES with the Lessor that it shall be responsible to pay any excess payable in connection with the insurances referred to in **clause 8.1**.

8.8 Lessee's equipment and possessions

The Lessee ACKNOWLEDGES it is responsible to obtain all relevant insurances to cover any damage and/or theft to its property. The Lessor does not take any responsibility for the loss or damage of the Lessee's property.

9. Indemnity

9.1 Lessee responsibilities

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

9.2 Indemnity

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

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

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

- (d) the use or occupation of the Premises by the Lessee or the Lessee's Agents;
- (e) any work carried out by or on behalf of the Lessee on the Premises;

- (f) the Lessee's activities, operations or business on, or other use of any kind of, the Premises;
- (g) the presence of any Contamination, Pollution or Environmental Harm in on or under the Premises or adjoining land caused or contributed to by the act, neglect or omission of the Lessee or the Lessee's Agents;
- (h) any default by the Lessee in the due and punctual performance, observance and compliance with any of the Lessee's covenants or obligations under this Lease; or
- (i) an act or omission of the Lessee.

9.3 Obligations Continuing

The obligations of the Lessee under this clause:

- (a) are unaffected by the obligation of the Lessee to take out insurance, and the obligations of the Lessee to indemnify are paramount, however if insurance money is received by the Lessor for any of the obligations set out in this clause then the Lessee's obligations under **clause 9.2** will be reduced by the extent of such payment; and
- (b) continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

9.4 No indemnity for Lessor's negligence

The parties agree that nothing in this clause shall require the Lessee to indemnify the Lessor, its officers, servants, or agents against any loss, damage, expense, action or claim arising out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

9.5 Release

(1) The Lessee:

- (a) agrees to occupy and use the Premises at the risk of the Lessee; and
- (b) releases to the full extent permitted by law, the Lessor and the Minister for Lands from:
 - (i) any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the Premises or arising from the Lessee's use or occupation of the Premises by;
 - (ii) loss of or damage to the Premises or personal property of the Lessee; and
 - (iii) all claims, actions, loss, damage, liability, costs and expenses arising from or connected with (directly or indirectly) the presence of any Contamination, Pollution or Environmental Harm in, on or under the Premises or surrounding area

except to the extent that such loss or damage arises out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

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

10. Use

10.1 Restrictions on use

(1) Generally

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

- (a) use the Premises or any part of it for any purpose other than for the purposes for which the Premises are held by the Lessee, as set out at **Item 6** of the Schedule; or
- (b) use the Premises for any purpose which is not permitted under any local or town planning scheme, local laws, acts, statutes or any law relating to health.

(2) No offensive or illegal acts

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises any harmful, offensive or illegal act, matter or thing.

(3) No nuisance

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises anything which causes a nuisance, damage or disturbance to the Lessor or to owners or occupiers of adjoining properties.

(4) No dangerous substances

The Lessee must not and must not suffer or permit a person to store any dangerous compound or substance on or in the Premises, otherwise than in accordance with the following provisions -

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

(5) No harm or stress

The Lessee must not and must not suffer or permit a person to do any act or thing which might result in excessive stress or harm to any part of the Premises.

(6) No signs

The Lessee must not and must not suffer or permit a person to display from or affix any signs, notices or advertisements on the Premises without the prior written consent of the Lessor.

(7) No smoking

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

(8) Consumption of alcohol

The Lessee must not suffer or permit a person to use or allow the Premises to be used for the consumption of alcohol without first obtaining the written consent of the Lessor.

(9) Sale of Alcohol

The Lessee will not sell or supply liquor from the Premises or allow liquor to be sold or supplied from the Premises without the prior written consent of the Lessor and then only in accordance with the provisions of the *Liquor Control Act 1988*, *Health (Food Hygiene) Regulations 1993*, *Liquor Licensing Regulations 1989* and any other relevant written laws that may be in force from time to time.

(10) Removal of rubbish

The Lessee must keep the Premises free from dirt and rubbish and to store and keep all trade waste and garbage in proper receptacles.

(11) No pollution

The Lessee must do all things necessary to prevent pollution or contamination of the Premises by garbage, refuse, waste matter, oil and other pollutants.

(12) No personal profit

The Lessee must not suffer or permit a person to use or allow the Premises to be used for the personal profit of an individual person or persons.

10.2 No warranty

The Lessor gives no warranty -

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

10.3 Premises subject to restriction

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

10.4 Indemnity for costs

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

11. Casual hire of Premises

11.1 Casual hire

- (1) The Lessee may hire out the Premises or any part thereof on a casual basis only PROVIDED -
 - (a) such use is consistent at all times with the Permitted Purpose;
 - (b) the Lessee ensures any hirer complies strictly with the relevant terms of this Lease; and
 - (c) the Lessee obtains the prior written consent for any hire arrangements, which consent may be withheld by the Lessor in its absolute discretion.

- (2) For the purposes of this Lease, "casual hire" means any hire of the Premises by the Lessee to a third party for a period of and not more than 48 hours in any calendar month and does not include any formal transfer, assignment or sublease of the Premises.

11.2 Lessee remains responsible for Premises at all times

The Lessee ACKNOWLEDGES that at all times, including when the Premises are hired to a third party, it remains responsible for the Premises, including without limitation any damage that may be caused or occurs during any hire period.

12. Keys and access

12.1 No additional copies without approval

Unless otherwise approved by the Lessor in writing, the Lessee must not have additional sets of keys copied or cut.

12.2 Notify the Lessor of lost keys

- (1) The Lessee must notify the Lessor of any loss of keys immediately.
- (2) To ensure all keys conform with the Lessor's master keys, the Lessor will arrange for replacement keys to be issued to the Lessee at the Lessee's cost.

12.3 No change of locks without approval

- (1) The Lessee must not change any of the Premises' locks, without the prior approval of the Lessor.
- (2) If the locks are changed the Lessee must provide the Lessor with keys to access all areas of the Premises.

12.4 Cost of re-entry

If the Lessor requires access to the Premises pursuant to its powers under this Lease, and is unable to access the Premises due to an unauthorised change in locks, the Lessor may take all such measures to enter the Premises and to re-secure the Premises, and the Lessee will bear all costs associated with such measures.

13. Maintenance, repair and cleaning

13.1 Generally

- (1) The Lessee AGREES during the Term and for so long as the Lessee remains in possession or occupation of the Premises to maintain, replace, repair, clean and keep the Premises (which for the avoidance of doubt includes the Lessor's fixtures and fittings) clean and in Good Repair having regard to the age of the Premises at the Commencement Date PROVIDED THAT this subclause shall not impose on the Lessee any obligation -
 - (a) to carry out repairs or replacement that are necessary as a result of fair and reasonable wear and tear, EXCEPT when such repair or replacement is necessary because of any action or omission of or on the part of the Lessee (or its servants, agents, contractors or invitees), or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee (or its servants, agents, contractors or invitees); and
 - (b) in respect of any structural maintenance, replacement or repair EXCEPT when such maintenance, repair or replacement is necessary because of any action or omission of or

on the part of the Lessee (or its servants, agents, contractors or invitees), or by the Lessee's particular use or occupancy of the Premises.

- (2) In discharging the obligations imposed on the Lessee under this subclause, the Lessee shall where maintaining, replacing or repairing in or on the Premises -
- (a) any electrical fittings and fixtures;
 - (b) any plumbing;
 - (c) any air-conditioning fittings and fixtures; and
 - (d) any gas fittings and fixtures,

use only licensed trades persons, or such trades persons as may be approved by the Lessor and notified to the Lessee, which approval shall not be unreasonably withheld.

13.2 Maintain surroundings

- (1) The Lessee must regularly inspect and maintain in good condition any part of the Premises which surrounds any buildings including but not limited to any flora, gardens lawns, shrubs, hedges and trees.
- (2) The Parties agree that with the exception of minor pruning, any pruning of trees must be undertaken by the Lessor.
- (3) If any flora, trees or lawn dies the Lessee must replace the flora, trees or lawn at its own expense.
- (4) The Lessee must plant and care for such trees on the Premises as the Lessor may from time to time reasonably require.
- (5) The Lessee may not remove any trees, shrubs or hedges without first consulting with and obtaining the approval of the Lessor, except where necessary for urgent safety reasons.

13.3 Pest control

The Lessee must keep the Premises free of any vermin or any other recognised pests and the cost of extermination will be borne by the Lessee.

13.4 Responsibility for securing the Premises

- (1) The Lessee must ensure the Premises, including Lessor's and Lessee's fixtures and fittings, are appropriately secured at all times.
- (2) Subject to prior written approval from the Lessor, the Lessee may install a security system to the Premises, PROVIDED the Lessee -
 - (a) pays for all costs associated with the installation and ongoing monitoring of the security system; and
 - (b) provides the Lessor with access keys or alarm codes.

13.5 Comply with all reasonable conditions

The Lessee must comply with all reasonable conditions that may be imposed by the Lessor from time to time in relation to the Lessee's maintenance of the Premises.

13.6 Acknowledgement of state of repair of Premises

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

14. Alterations

14.1 Restriction

The Lessee must not without prior written consent from the Lessor or any other person from whom consent is required under this Lease or required under statute in force from time to time, including but not limited to the planning approval of the Lessor under a local or town planning scheme of the Lessor -

- (a) make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises; or
- (b) subject to the performance of the Lessee's obligations in **clause 13**, remove any flora or fauna, alter or cut down any flora, or sell, remove or otherwise dispose of any flora, sand, gravel, timber or other materials from the Premises.

14.2 Consent

- (1) If the Lessor and any other person whose consent is required under this Lease or at law consents to any matter referred to in **clause 14.1** the Lessor may -
 - (a) give such consent subject to conditions;
 - (b) require that the works be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent; and
 - (c) require that any works be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant.
- (2) If the Lessor consents to any matter referred to in **clause 14.1** -
 - (a) the Lessor gives no warranty that the Lessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
 - (b) the Lessee must apply for and obtain all such consent approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions.

14.3 Cost of Works

All works undertaken under this **clause 14** will be carried out at the Lessee's expense.

14.4 Conditions

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

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

15. Report to Lessor

The Lessee must immediately report to the Lessor -

(1) **Vandalism**

Any act of vandalism or any incident which occurs on or near the Premises which involves or is likely to involve a breach of the peace or become the subject of a report or complaint to the police and of which the Lessee is aware or should be aware.

(2) **Pollution**

Any occurrence or circumstances in or near the Premises of which it becomes aware, which might reasonably be expected to cause, in or on the Premises, pollution of the environment.

(3) **Notices, etc**

All notices, orders and summonses received by the Lessee and which affect the Premises and immediately deliver them to the Lessor.

(4) **Defects**

Any accident to or defect or want of repair in any services or fixtures, fittings, plant or equipment in the Premises and of any circumstances known to the Lessee that may be or may cause a risk or hazard to the Premises or to any person on the Premises.

16. Provision of information

The Lessee AGREES to provide to the Lessor, upon the Lessor's request, where applicable -

- (a) a copy of the Lessee's audited annual statement of accounts for each year;
- (b) advice of any changes in its office holders or its rules of association during the Term; and
- (c) any information on the Lessee's membership and other information on the Lessee reasonably required by the Lessor.

17. No assignment, subletting and charging

17.1 No assignment or sub-letting without consent

The Lessee must not assign the leasehold estate in the Premises nor sub-let, part with possession, or dispose of the Premises or any part of the Premises without the prior written consent of the Lessor, the Minister for Lands and any other persons whose consent is required under the terms of this Lease or at law.

17.2 Lessor's Consent to Assignment and Sub-letting

Provided all parties whose consent is required, under this Lease or at law, to an assignment or sub-letting, including the Minister for Lands, give their consent and any assignment or sublease is for a purpose consistent with the use of the Premises permitted by this Lease then the Lessor may not unreasonably withhold its consent to the assignment or sub-letting of the leasehold estate created by this Lease if -

- (a) the proposed assignee or sublessee is a respectable and responsible person of good financial standing capable of continuing the permitted use for non-profit making community purposes;

- (b) all Amounts Payable due and payable have been paid and there is no existing unremedied breach, whether notified to the Lessee or not, of any of the Lessee's Covenants;
- (c) the Lessee procures the execution by -
 - (i) the proposed assignee of a deed of assignment; or
 - (ii) the proposed sublessee of a deed of sublease,
to which the Lessor is a party and which deed is prepared and completed by the Lessor's solicitors; and
- (d) the assignment contains a covenant by the assignee or sublessee with the Lessor to pay all Amounts Payable and to perform and observe all the Lessee's Covenants.

17.3 Where sublessee is a community group

If the proposed sublessee is a community group, whether or not a body corporate or unincorporated, the Lessor may not require a deed of sublease under **clause 17.2(c)**.

17.4 Consents of Assignee Supplementary

The covenants and agreements on the part of any assignee will be supplementary to the Lessee's Covenants and will not release the assigning lessee from the Lessee's Covenants.

17.5 Property Law Act 1969

Sections 80 and 82 of the *Property Law Act 1969* are excluded.

17.6 Costs for assignment and sub-letting

If the Lessee wishes to assign or sub-let the leasehold estate created by this Lease the Lessee must pay all reasonable professional and other costs, charges and expenses, incurred by the Lessor or other person whose consent is required under this Lease, of and incidental to -

- (a) the enquiries made by or on behalf of the Lessor as to the respectability, responsibility and financial standing of each proposed assignee or sublessee;
- (b) any consents required under this Lease or at law; and
- (c) all other matters relating to the proposed assignment or sub-letting,

whether or not the assignment or sub-letting proceeds.

17.7 No mortgage or charge

The Lessee must not mortgage nor charge the Premises.

17.8 Property Law Act 1969

Sections 80 and 82 of the *Property Law Act 1969* are excluded.

17.9 No mortgage or charge

The Lessee must not mortgage nor charge the leasehold interest in the Premises.

18. No caveat or other interest

18.1 No caveat or other interest

The Lessee nor any person on behalf of the Lessee must not lodge any absolute caveat, subject to claim or any other interest including any lease, sublease, mortgage, charge over the Land or Premises or part thereof, without the prior written consent of the Lessor and the Minister for Lands.

18.2 Removal of interest

If any caveat or other interest is lodged without the consent of the Lessor, the Lessee irrevocably appoints the Lessor (or any person authorised by the Lessor for that purpose) jointly and severally -

- (a) for the Term;
- (b) for any holding over under this Lease; and
- (c) for a period of six (6) months after Termination of this Lease,

to be the agent and attorney of the Lessee in its name and on its behalf to sign and lodge at Landgate -

- (d) a withdrawal of any absolute caveat lodged by or behalf of the Lessee;
- (e) a withdrawal of any caveat lodged by on or behalf of the Lessee and not withdrawn on Termination; and
- (f) a surrender of the estate granted by this Lease.

18.3 Costs of removal, Indemnity and Ratification

- (1) The Lessee undertakes to ratify all the acts performed by or caused to be performed by the Lessor, its agent or attorney under this clause.
- (2) The Lessee indemnifies the Lessor against any loss arising from any act done under **clause 18**.

19. Statutory obligations and notices

19.1 Comply with Statutes

The Lessee must -

- (a) comply promptly with all statutes and local laws from time to time in force relating to the Premises;
- (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the use of the Premises specified at **clause 9**;
- (c) ensure that all obligations in regard to payment for copyright or licensing fees are paid to the appropriate person for all performances, exhibitions or displays held on the Premises; and
- (d) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Premises or to the business the Lessee carries on at the Premises.

19.2 Indemnity if fails to comply

The Lessee indemnifies the Lessor against -

- (a) failing to perform, discharge or execute any of the items referred to in **clause 19.1**; and
- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clause 19.1**.

20. Obligations on expiry or termination of lease

20.1 Restore Premises

Prior to Termination, the Lessee at the Lessee's expense must restore the Premises to a condition consistent with the performance by the Lessee of the Lessee's Obligations under this Lease fair wear and tear excepted.

20.2 Remove Lessee's property prior to termination

Prior to Termination, the Lessee must remove from the Premises all property of the Lessee including the Lessee's signs, fixtures, fittings, plant, equipment and other articles upon the Premises in the nature of trade or tenant's fixtures brought upon the Premises by the Lessee (other than air-conditioning plant and fire equipment, security alarms and security systems and other fixtures and fittings which in the opinion of the Lessor form an integral part of the Premises) and promptly make good, to the satisfaction of the Lessor, any damage caused by the removal.

20.3 Lessor can remove Lessee's property on re-entry

On re-entry the Lessor will have the right to remove from the Premises any property of the Lessee and the Lessee indemnifies the Lessor against all damage caused by the removal of and the cost of storing such property.

20.4 Peacefully Surrender

On Termination the Lessee must -

- (a) peacefully surrender and return to the Lessor the Premises in a condition consistent with the performance of the Lessee's Obligations under this Lease; and
- (b) surrender to the Lessor all keys and security access devices and combination for locks providing an access to or within the Premises held by the Lessee whether or not provided by the Lessor.

20.5 Obligations to continue

The Lessee's obligations under this clause will continue, notwithstanding the end or Termination of this Lease.

Lessor's rights and obligations

21. Provide keys

The Lessor will provide the Lessee with five (5) set of keys for access to the Premises and all rooms therein upon the signing of the Lease.

22. Lessor's right of entry

22.1 Entry on reasonable notice

The Lessee must permit entry by the Lessor or any Authorised Person onto the Premises without notice in the case of an emergency, and otherwise upon reasonable notice -

- (a)
 - (i) at all reasonable times;
 - (ii) with or without workmen and others; and
 - (iii) with or without plant, equipment, machinery and materials;
- (b) for each of the following purposes -
 - (i) to undertake property inspections to inspect the state of repair of the Premises and to ensure compliance with the terms of this Lease;
 - (ii) to carry out any survey or works which the Lessor considers necessary, however the Lessor will not be liable to the Lessee for any compensation for such survey or works provided they are carried out in a manner which causes as little inconvenience as is reasonably possible to the Lessee;
 - (iii) to comply with the Lessor's Obligations or to comply with any notice or order of any authority in respect of the Premises for which the Lessor is liable; and
 - (iv) to do all matters or things to rectify any breach by the Lessee of any term of this Lease but the Lessor is under no obligation to rectify any breach and any rectification under this clause is without prejudice to the Lessor's other rights, remedies or powers under this Lease.

22.2 Costs of Rectifying Breach

All costs and expenses incurred by the Lessor as a result of any breach referred to at **clause 22.1(b)(iv)** together with any interest payable on such sums will be a debt due to the Lessor and payable to the Lessor by the Lessee on demand.

23. Limit of Lessor's liability

23.1 No liability for loss on Premises

The Lessor will not be liable for loss, damage or injury to any person or property in or about the Premises however occurring.

23.2 Limit on Liability for Breach of Lessor's obligations

- (1) The Lessor is only liable for breaches of the Lessor's Obligations set out in this Lease which occur while the Lessor is registered as the management body for the Land.
- (2) the Lessor will not be liable for any failure to perform and observe any of the Lessor's Obligations due to any cause beyond the Lessor's control.

24. Building insurance

The Lessor shall effect and keep effected policies of insurance in relation to any risk relating to the Lessor's ownership or interest in the Land and the Premises including, without limitation, insurance for fire, Lessor's fixtures and fittings and the Lessee will reimburse the Lessor for any premiums or other costs arising therefrom. This insurance will, be deemed to constitute an "insurance required" for the purposes of **clause 8.1** of this Lease, except to the extent that **clause 8.1** requires the Lessee to effect the insurance or produce receipts thereof.

Mutual agreements

25. Damage or destruction of Premises

25.1 Abatement of Rent

If the Premises are at any time during the Term, without neglect or default of the Lessee, destroyed or damaged by fire or other risk covered by insurance so as to render the same unfit for the occupation and use of the Lessee, then the Rent or a proportionate part thereof (according to the nature and extent of the damage) shall abate until the Premises have been rebuilt or made fit for the occupation and use of the Lessee

25.2 Dispute as to Abatement of Rent

Any dispute arising in relation to the abatement of rent pursuant to **clause 25.1** shall be referred to arbitration under the provisions of the *Commercial Arbitration Act 1985* and the full Rent must be paid without any deduction or abatement until the date of the arbitrator's award whereupon the Lessor will refund to the Lessee any Rent which according to the award appears to have been overpaid.

25.3 Termination

In the event that fifty per cent (50%) or more of the gross lettable area of the Premises are damaged or destroyed by fire or any like casualty the Lessor will have the option to be exercised by notice in writing delivered to the Lessee within sixty (60) days of such occurrence, to elect to cancel and terminate this Lease. The Term will terminate upon the third date after such notice is given and the Lessee must vacate the Premises and surrender the same to the Lessor but such termination will be without prejudice to the Lessor's rights in respect of any antecedent breach of this Lease.

26. Option to renew

26.1 Exercise of option

If the Lessee at least one month, but not earlier than 6 months, prior to the date for commencement of the Further Term gives the Lessor a Notice to grant the Further Term as specified in **Item 3** of the Schedule and -

- (a) all consents and approvals required by the terms of this Lease or at law have been obtained; and
- (b) there is no subsisting default by the Lessee at the date of service of the Notice in -
 - (i) the payment of Amounts Payable; or
 - (ii) the performance or observance of the Lessee's Obligations,
- (c) the Lessor agrees to the grant

the Lessor may, in its sole discretion, grant to the Lessee a lease for the Further Term at the Rent and on the same terms and conditions other than this **clause 26** in respect of any Further Term previously taken or the subject of the present exercise and on such other terms and conditions as the Lessor may consider appropriate

27. Holding over

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

28. Default

28.1 Events of Default

A default occurs if -

- (a) the Lessee is in breach of any of the Lessee's Obligations for 28 days after a Notice has been given to the Lessee to rectify the breach or to pay compensation in money;
- (b) where the Lessee is an association which is incorporated under the *Associations Incorporations Act 1987*, the association is wound up whether voluntarily or otherwise;
- (c) where the Lessee is an association which is incorporated under the *Associations Incorporation Act 1997* altering its rules of association in a way that makes its objects or purposes inconsistent with the use permitted by this Lease;
- (d) a mortgagee takes possession of the property of the Lessee under this Lease;
- (e) any execution or similar process is made against the Premises on the Lessee's property;
- (f) the Premises are vacated; or
- (g) a person other than the Lessee or a permitted sublessee or assignee is in occupation or possession of the Premises or in receipt of a rent and profits.

28.2 Forfeiture

On the occurrence of any of the events of default specified in **clause 28.1** the Lessor may -

- (a) without notice or demand at any time enter the Premises and on re-entry the Term will immediately determine;

- (b) by notice to the Lessee determine this Lease and from the date of giving such notice this Lease will be absolutely determined; and
- (c) by notice to the Lessee elect to convert the unexpired portion of the Term into a tenancy from month to month when this Lease will be determined as from the giving of the notice and until the tenancy is determined the Lessee will hold the Premises from the Lessor as a tenant from month to month under **clause 27**,

but without affecting the right of action or other remedy which the Lessor has in respect of any other breach by the Lessee of the Lessee's Obligations or releasing the Lessee from liability in respect of the Lessee's Obligations.

28.3 Lessor may remedy Lessee's default

If the Lessee -

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

then, after the Lessor has given to the Lessee notice of the breach and the Lessee has failed to rectify the breach within a reasonable time, the Lessor may without affecting any right, remedy or power arising from that default pay the money due or do or cease the doing of the breach as if it were the Lessee and the Lessee must pay to the Lessor on demand the Lessor's cost and expenses of remedying each breach or default.

28.4 Acceptance of Amount Payable By Lessor

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

28.5 Essential Terms

Each of the Lessee's Obligations in **clauses 4** (Rent and Other Payments), **8** and **24** (Insurance), **9** (Indemnity), **10** (Use), **13** (Maintenance, Repair and Cleaning), **17** (No Assignment, Subletting and Charging) and **31** (Goods and Services Tax) is an essential term of this Lease but this clause **28** does not mean or imply that there are no other essential terms in this Lease.

28.6 Breach of Essential Terms

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

- (a) the Lessee must compensate the Lessor for the loss or damage suffered by reason of the breach of that essential term;
- (b) the Lessor will be entitled to recover damages against the Lessee in respect of the breach of an essential term; and
- (c) the Lessee AGREES with the Lessor that if the Term is determined -
 - (i) for breach of an essential term or the acceptance by the Lessor of a repudiation of this Lease by the Lessee; or
 - (ii) following the failure by the Lessee to comply with any notice given to the Lessee to remedy any default,

the Lessee must pay to the Lessor on demand the total of the Amounts Payable under this Lease which would have been payable by the Lessee for the unexpired balance of the Term as if the Term had expired by lapse of time together with the losses incurred or reasonably expected to be incurred by the Lessor as a result of the early determination including but not limited to the costs of re-letting or attempting to re-let the Premises;

- (d) the Lessee agrees that the obligation set out in this **clause 28.6(c)** will survive termination or any deemed surrender at law of the estate granted by this Lease;
- (e) the Lessee may deduct from the amounts referred to at **clause 28.6(c)** the Rent and other money which the Lessor reasonably expects to obtain by re-letting the Premises between the date of Termination and the date on which the Term would have expired by lapse of time; and
- (f) the Lessor must take reasonable steps to mitigate its losses and endeavour to re-let the Premises at a reasonable rent and on reasonable terms but the Lessor is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Lease.

29. Disputes

29.1 Appointment of arbitrator

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

29.2 Payment of amounts payable to date of award

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

30. Consents

In the event that the Land is subject to the provisions of the *Land Administration Act 1997* the grant of this Lease is made expressly subject to and is conditional upon the consent of the Minister for Lands to this Lease.

31. Goods and services tax

(1) Lessee must Pay

If GST is payable on the Basic Consideration or any part thereof or if the Lessor is liable to pay GST in connection with the lease of the Premises or any goods, services or other Taxable Supply supplied under this Lease then, unless the Lessor is liable for the payment of a given Taxable Supply, as from the date of any such introduction or application -

- (a) the Lessor may increase the Basic Consideration or the relevant part thereof by an amount which is equal to the GST Rate; and
- (b) the Lessee shall pay the increased Basic Consideration on the due date for payment by the Lessee of the Basic Consideration.

(2) **Increase in GST**

If, at any time, the GST Rate is increased, the Lessor may, in addition to the GST Rate, increase the Basic Consideration by the GST Adjustment Rate and such amount shall be payable in accordance with **clause 31(1)(a)**.

(3) **GST invoice**

Where the Basic Consideration is to be increased to account for GST pursuant to **clause 31(2)**, the Lessor shall in the month in which the Basic Consideration is to be paid, issue a Tax Invoice which enables the Lessee to submit a claim for a credit or refund of GST.

32. Additional terms and conditions

Each of the terms and conditions (if any) specified in **Item 9** of the Schedule are part of this Lease and are binding on the Lessor and the Lessee as if incorporated into the body of this Lease.

General provisions

33. Notice

33.1 Form of delivery

A Notice to a person must be in writing and may be given or made -

- (a) by a delivery to the person personally; or
- (b) by addressing it to the person and leaving it at or posting it by registered post to the address of the Party appearing in this Lease or any other address nominated by a Party by notice to the other.

33.2 Service of Notice

A Notice to a person is deemed to be given or made -

- (a) if by personal delivery, when delivered;
- (b) if by leaving the Notice at an address specified in **clause 33.1**, at the time of leaving the Notice provided the Notice is left during normal business hours; and
- (c) if by post to an address specified in **clause 33.1**, on the second business day following the date of posting of the Notice.

33.3 Signing of Notice

A Notice to a person may be signed -

- (a) if given by an individual by the person giving the Notice -
- (b) if given by a corporation by a director, secretary or manager of that corporation;
- (c) if given by a local government, by the CEO or a person authorised to sign on behalf of the local government; or

- (d) by a solicitor or other agent of the person, corporation or local government giving the Notice.

34. Amendments to lease

Subject to such consents as are required by this Lease or at law, this Lease may be varied by the agreement of the parties in writing.

35. Waiver

35.1 No general waiver

Failure to exercise or delay in exercising any right, power or privilege in this Lease by a Party does not operate as a waiver of that right, power or privilege.

35.2 Partial exercise of right power or privilege

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

36. Acts by agents

All acts and things which the Lessor is required to do under this Lease may be done by the Lessor, the CEO, an officer or the agent, solicitor, contractor or employee of the Lessor.

37. Statutory powers

The powers conferred on the Lessor by or under any statutes for the time being in force are, except to the extent that they are inconsistent with the terms and provisions expressed in this Lease, in addition to the powers conferred on the Lessor in this Lease.

38. Further assurance

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

39. Severance

If any part of this Lease is or becomes void or unenforceable, that part is or will be severed from this Lease to the intent that all parts that are not or do not become void or unenforceable remain in full force and effect and are unaffected by that severance.

40. Moratorium

The provisions of a statute which would but for this clause extend or postpone the date of payment of money, reduce the rate of interest or abrogate, nullify, postpone or otherwise affect the terms of this Lease do not, to the fullest extent permitted by law, apply to limit the terms of this Lease.

41. Governing law

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

Schedule

Item 1 Land and Premises

Land

Reserve 23127 being land more particularly described as Lot 3033 on Deposited Plan 41762 and being the whole of the land comprised in Crown Land Certificate of Title Volume LR3135 Folio 975.

Premises

That portion of the Land together with all buildings and improvements located thereon, as hachured on the sketch annexed to this Lease as “**Annexure A**”.

Item 2 Term

Ten (10) years

Item 3 Further term

Ten (10) years

Item 4 Commencement date

The date of execution of this Lease.

Item 5 Rent

\$100 (One hundred dollars) per annum, payable annually in advance.

Item 6 Use

Rodeo and horseriding, including competitions, events and training together with other associated activities that assist with the sustainability of the Lessee, provided they are carried out with the prior written consent of the Lessor.

Item 7 Public liability insurance

\$10,000,000 (Ten Million Dollars)

Item 8 Rent review dates

Not applicable.

Item 9 Additional terms and conditions

9.1 Caretaker

The Lessor agrees to allow the Lessee to engage an on-site caretaker to assist with security and maintenance under the following conditions:

- (a) an agreement is entered into with the responsibilities of both the caretaker and the Lessee under the arrangement;
- (b) the caretaker must provide proof of workers compensation or personal accident insurance; and
- (c) copies of the signed agreement identified in subclause (a) and proof of insurance must be provided to the Lessor

9.2 Relocation

In the event that the Lessor requires the Lessee to relocate during the term of the Lease the Lessor undertakes to negotiate with the Lessee to provide assistance to ensure a smooth relocation

Signing page

EXECUTED on the

day of

2015

THE COMMON SEAL of the **Shire of Derby/
West Kimberley** is affixed in the presence of -


Chief Executive Officer

(Print full name)

Shire President

(Print full name)

THE COMMON SEAL of **The Derby Rodeo
and Horserider's Association (Inc)** was
affixed pursuant to the constitution of the The
Derby Rodeo and Horserider's Association (Inc)
in the presence of each of the undersigned
each of whom hereby declares by the execution
of this document that he or she holds the office
in the Derby Rodeo and Horserider's
Association (Inc) indicated under his or her
name -



Office Holder Sign

Office Holder Sign

PRESIDENT

Office held

Office held

ALISTAIR JAMES EVANS

Full name

Full name

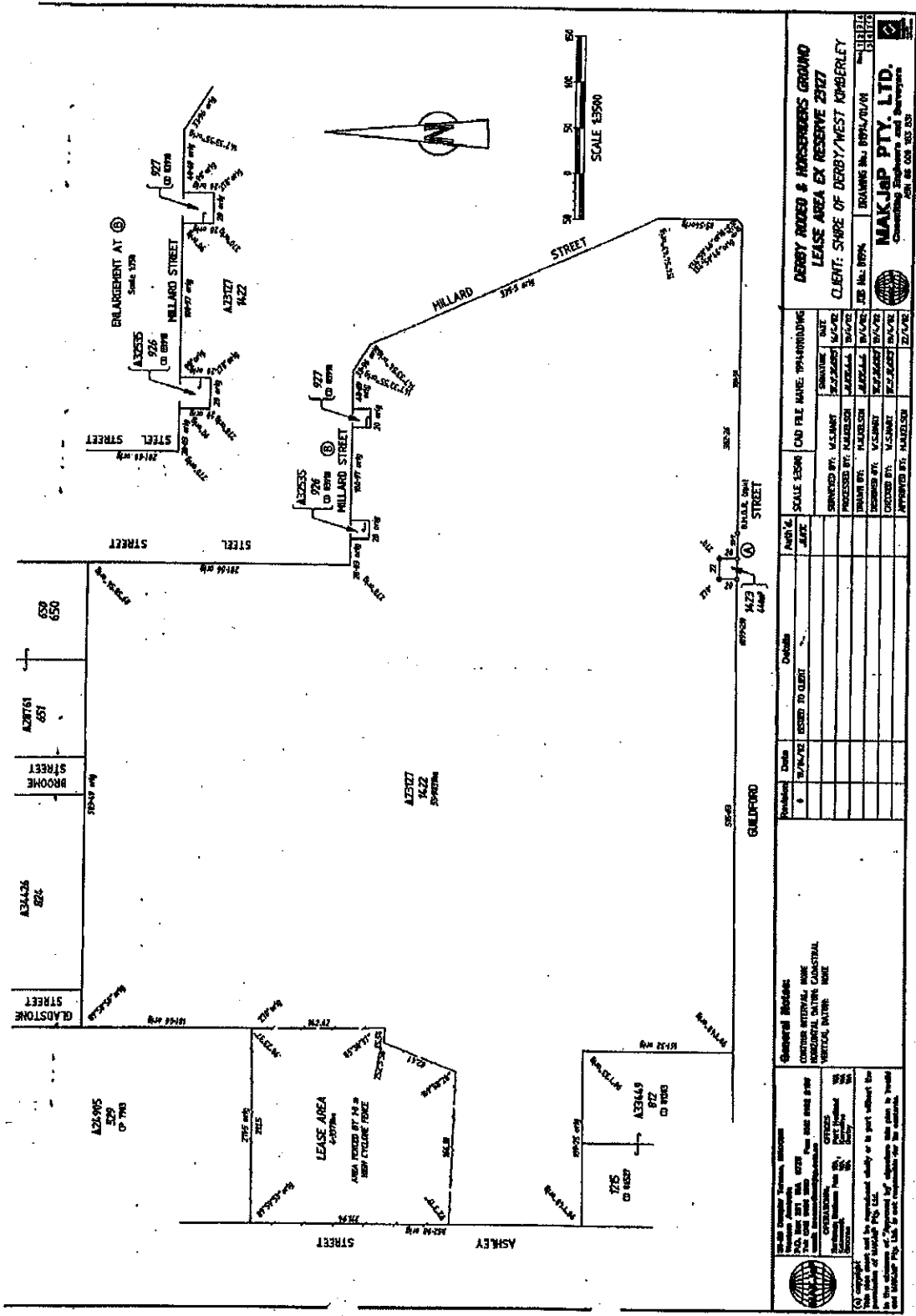
NAPIER DOWNS

Address

Address

CONSENT OF THE MINISTER FOR LANDS:

Annexure 1 - Sketch of Premises



DERBY ROAD & HORSEBERRIES GROUND LEASE AREA EX RESERVE 25127 CLIENT: SHRE OF DERBY/WEST KIMBERLEY	
MAKJAP PTY. LTD. <small>Company No. 1211121 Chartered Accountants 101 & 103, 105, 107</small>	
JOB NO. 1078 <small>DRAWING NO. 1078/1/1/1/1</small>	DATE <small>1/1/1/1</small>
SCALE 1:500 <small>DATE</small>	DATE <small>1/1/1/1</small>
CD FILE NAME: TRANSMISSION	DATE <small>1/1/1/1</small>
DRAWN BY: V. SMYTH	DATE <small>1/1/1/1</small>
PROCESSED BY: HAZELSON	DATE <small>1/1/1/1</small>
DRIVER BY: HAZELSON	DATE <small>1/1/1/1</small>
DESIGNED BY: V. SMYTH	DATE <small>1/1/1/1</small>
CHECKED BY: V. SMYTH	DATE <small>1/1/1/1</small>
APPROVED BY: HAZELSON	DATE <small>1/1/1/1</small>

ATTESTATION SHEET

Executed by the parties as a Deed on the

day of

in the year

LESSOR/LESSORS SIGN HERE (NOTE 9)

THE COMMON SEAL of the Shire of Derby/West Kimberley is affixed in the presence of -

Chief Executive Officer

(Print full name)

Shire President

(Print full name)

LESSEE/LESSEES SIGN HERE (NOTE 9)

THE COMMON SEAL of the DERBY RODEO and HORSERIDER'S ASSOCIATION INC was affixed pursuant to the constitution of the DERBY RODEO and HORSERIDER'S ASSOCIATION INC in the presence of each of the undersigned each of whom hereby declares by the execution of this document that he or she holds the DERBY RODEO and HORSERIDER'S ASSOCIATION VALLEY RODEO CLUB INC indicated under his or her name -

A. Evans

Office Holder Sign

Office Holder Sign

PRESIDENT

Office held

Office held

ALISTAIR JAMES EVANS

Full name

Full name

NAPIER DOWNS

Address

Address

INSTRUCTIONS

- 1 If insufficient space in any section, Additional Sheet Form B1 should be used with appropriate headings. The boxed sections should only contain the words "See Annexure".
- 2 Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by parties.
- 3 No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being installed by the person signing this document and their witnesses.
- 4 Duplicates are not issued for Crown Land Titles.

NOTES

- 1 **DESCRIPTION OF LAND**
 Lot and Diagram/Plan number or Location name and number to be stated.
 Extent- Whole, part or balance of the land comprised in the Certificate of Crown Land Title to be stated.
 The Certificate of Crown Land Title Volume and Folio number to be stated.
- 2 **LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS**
 In this panel show (subject to the next paragraph) those limitations, interests, encumbrances and notifications affecting the land being leased that are recorded on the crown land title:
 a) In the Second Schedule;
 b) If no Second Schedule, that are encumbrances.
 (Unless to be removed by action or document before registration hereof)

 Do not show any:
 a) Easement Benefits or Restrictive/Covenant Benefits; or
 b) Subsidiary interests or changes affecting a limitation, etc, that is to be entered in the panel (eg, if a mortgage is shown, do not show any partial discharges or any document affecting either).
 The documents shown are to be identified by nature and number. The plan/diagram encumbrances shown are to be identified by nature and relevant plan/diagram.
 If none show "nil".
- 3 **LESSOR**
 State full name and address of Lessor/Lessors and the address/addresses to which future notices can be sent.
- 4 **LESSEE**
 State full name of Lessee/Lessees and the address/addresses to which future notices can be sent. If two or more state tenancy eg. Joint Tenants, Tenants in Common. If Tenants in Common specify shares.
- 5 **TERM OF LEASE**
 Term to be stated in years, months and days.
 Commencement date to be stated. Options to renew to be shown.
- 6 **RECITE ANY EASEMENTS TO BE CREATED**
 Here set forth Easements to be created as appurtenant to the lease commencing with the words "together with" and/or any Reservations hereby created encumbering the lease commencing with the words "reserving to".
- 7 State amount of yearly rental in words.
- 8 State term of payment.
- 9 **EXECUTION**
 A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of witnesses must be stated.

EXAMINED

Office Use Only

LEASE OF CROWN LAND (L)

LODGED BY: McLeods
 ADDRESS: 220 Stirling Highway
 Claremont WA 6010
 PHONE NO: 9383 3133
 FAX NO: 9383 4935
 REFERENCE: TF/NE DERBY 30135
 ISSUING BOX NO: 346K

PREPARED BY: McLeods
 ADDRESS: 220 Stirling Highway
 Claremont WA 6010
 PHONE NO: 9383 3133
 FAX NO: 9383 4935

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

- 1 _____ Received Items
- 2 _____ Nos.
- 3 _____
- 4 _____ Receiving Clerk
- 5 _____
- 6 _____

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.