



SHIRE OF HALLS CREEK
MINUTES
OF THE ORDINARY MEETING OF COUNCIL
HELD ON
15 April 2021

7 Thomas Street, Halls Creek PO Box 21, Halls Creek WA 6770

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Unconfirmed Minutes

Notes for Members of the Public

PUBLIC QUESTION TIME

The Shire welcomes your questions and will continue to set aside a period of 'Public Question Time' to enable a member of the public to put questions to the Council. Questions should only relate to the business of the Shire and should not be a statement or personal opinion. Upon receipt of a question from a member of the public, the Presiding Member may either answer the question or direct it to an officer to answer, or it will be taken on notice.

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

PRESENTING TO COUNCIL

Organisation and members of the public have the opportunity to present to Council at the Ordinary Council Meeting, however an application form must be completed and the presentation must comply within the Shire Presentation guidelines. Application form and guidelines are available on the Shire website.

POST COVID-19 ATTENDANCE

The regulations relating to gatherings post COVID has eased slightly and the Shire can now accommodate visitors, observers and deputations up to 18 people at a time in the Council Chambers. If you have an interest in attending a Council meeting please arrange with the Shire Officers in advance to ensure COVID restrictions are met.

2021 COUNCIL MEETING DATES

The following Council Meeting dates and times have been resolved by Council.

20 May 2021	Frog Hollow Community	11.00am
17 June 2021	Council Chamber, Halls Creek	4.30pm
22 July 2021	Council Chamber, Halls Creek	4.30pm
19 August 2021	Council Chamber, Halls Creek	4.30pm
16 September 2021	Yiyili Community	11.00am
21 October 2021	Council Chamber, Halls Creek	4.30pm
18 November 2021	Council Chamber, Halls Creek	4.30pm
16 December 2021	Council Chamber, Halls Creek	4.30pm

Notes for Elected Members

DECLARATIONS OF INTEREST

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

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

APPLICATION FOR LEAVE OF ABSENCE

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

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

DISCLAIMER

The purpose of Council Meetings is to discuss, and where possible, make resolutions about items appearing on the agenda. Whilst Council has the power to resolve such items and may in fact, appear to have done so at the meeting, no person should rely on or act on the basis of such decision or on any advice or information provided by a Member or Officer, or on the content of any discussion occurring, during the course of the meeting.

Persons should be aware that the provisions of the Local Government Act 1995 (Section 5.25 (e)) establish procedures for revocation or rescission of a Council decision. No person should rely on the decisions made by Council until formal advice of the Council decision is received by that person. The Shire of Halls Creek expressly disclaims liability for any loss or damage suffered by any person as a result of relying on or acting on the basis of any resolution of Council, or any advice or information provided by a Member or Officer, or the content of any discussion occurring, during the course of the Council meeting.

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THURSDAY 15 APRIL 2021

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To be held at the conclusion of the Concept Forum commencing at 3.00pm. The Agenda Forum provides an opportunity for Elected Members to ask questions and seek additional information to that provided within the Council reports listed on the agenda.

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ORDINARY MEETING OF COUNCIL

AGENDA

1. DECLARATION OF OPENING / ANNOUNCEMENT OF VISITORS

The meeting was opened at 4.30pm by the President.

DISCLAIMER

No responsibility whatsoever is implied or accepted by the Shire of Halls Creek for any act, omission or statement or intimation occurring during this meeting.

It is strongly advised that persons do not act on what is heard at this meeting and should only rely on written confirmation of Council's decision, which will be provided within the minutes of this meeting.

2. RECORD OF ATTENDANCE/ LEAVE OF ABSENCE (PREVIOUSLY APPROVED)/ APOLOGIES/ LATE ARRIVALS

2.1 Attendance

Shire President
Deputy President
Councillors

Cr Malcolm Edwards
Cr Chris Loessl (online)
Cr Virginia O'Neil
Cr Bonnie Edwards
Cr Patricia McKay

Chief Executive Officer
Director Health & Regulatory Services
Director Youth & Community Development
Executive Assistant (Minute taker)

Noel Mason
Musa Mono
Margaret Glass
Dianne Rowbottom (online)

Presenter – RareX Limited

Jeremy Robinson
Sharon Arena

2.2 Leave of Absence (previously approved)

Nil.

2.3 Apologies

Cr Rosemary Stretch

2.4 Late Arrivals

Nil.

2.5 Declaration of Interests

Councillor/Staff Member	Item No.	Interest	Comments
Cr Patricia McKay	9.3.1	Impartiality	I am a board member of Garnduwa.

3. RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE

Nil.

4. PUBLIC QUESTION TIME

Nil.

5. APPLICATIONS FOR LEAVE OF ABSENCE

Nil.

6. PETITIONS / DEPUTATIONS / PRESENTATIONS

At 4.35pm, Jeremy Robinson and Sharon Arena from RareX Limited presented updates on the proposed development of the Cummins Range Rare Earth Project to Council.

NOTE: Jeremy Robinson and Sharon Arena left the meeting at 4.45pm.

7. CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS

Ordinary Council Meeting held 18 March 2021.

COUNCIL RESOLUTION: 2021/031

That Council confirms the minutes of the Ordinary Council Meeting held 18 March 2021 as a true and accurate record.

Moved: Cr Chris Loessl

Seconded: Cr Patricia McKay

CARRIED 5/0

Note: The minutes of the Council meeting listed above is provided under separate cover via www.halls creek.wa.gov.au

8. ANNOUNCEMENTS BY PRESIDING MEMBER WITHOUT DISCUSSION

There were no items for this section at the time of preparing the agenda.

9. OFFICERS REPORTS

9.1 CHIEF EXECUTIVE OFFICER

9.1.1. Review of Councillor Remuneration

ITEM NUMBER:	9.1.1
REPORTING OFFICER:	Noel Mason, Chief Executive Officer
SENIOR OFFICER	Noel Mason, Chief Executive Officer
MEETING DATE:	15 April 2021
DISCLOSURE OF INTEREST:	Nil

1.0 Matter for Consideration

- 1.1 Council to consider recommendation following annual review of Councillors' remuneration by the Salaries and Allowances Tribunal (SAT).

2.0 Background

- 2.1 Since 1 July 2013, all Councillor Remuneration has been subject to the determinations of SAT.
- 2.2 The SAT releases a Determination of Salaries and Allowances for Chief Executive Officers and Local Government Elected Council Members each year in April. SAT was empowered to determine certain payments that are to be made or reimbursed to elected council members and each year and it sets the band max/min levels and this comes into effect from 1 July.
- 2.3 There is an obligation on local government to set the amounts to be paid or reimbursed within the determined Band range.
- 2.4 In accordance with section 8(d) of the Salaries and Allowances Act, not more than a year is to elapse between one determination and another under section 7B(2), adoption now allows staff to incorporate into Budget drafts.
- 2.5 It is clear within the Local Government Amendment Bill 2011, that the fees, expenses and allowances to which they refer are not intended to be full time salaries for council members. There is a recognised element of voluntary community service in the role of council members.
- 2.6 In 2013 the SAT set four band levels, 1 being the highest and 4 being the lowest. The Shire of Halls Creek continues to be specified as being band 3. The below tables detail the SAT's review released in April 2021, they remain unchanged from 2020.

Annual Attendance Fees In Lieu of Council Meeting and Committee Meeting Attendance Fees

(Extract for band 3 regions)

	Minimum	Maximum
President	\$7,688	\$25,342

Council member other than president	\$7,688	\$16,367
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Annual Allowance for a President

(Extract for band 3 regions)

	Minimum	Maximum
President	\$1,025	\$36,957

Annual Allowance for a Deputy President

The percentage determined for the purposes of section 5.98A(1) of the Local Government Act is 25 per cent.

3.0 Comments

- 3.1 The Tribunal's determination as at the 8 April 2021 will become effective on 1 July 2021, and has determined a NIL increase in the remuneration, fees, expenses or allowances ranges provided to elected members.

Annual local government allowance for President and Deputy President

- 3.2 The Shire of Halls Creek falls under Band 3 of the SAT Determination part 7.2, which states the minimum annual local government allowance for the Shire President is \$1,025 and the maximum is \$36,957. The Shire currently pays \$9,450 as an annual local government allowance to the Shire President.
- 3.3 Section 7.3(1) provides that the Deputy Shire President must be paid an allowance of 25% of the President's allowance. The Shire currently pays \$2,362.50 as an annual local government allowance to the Deputy Shire President.

Annual ITC allowance

- 3.4 Under the SAT Determination at 9.2(2), for the purposes of section 5.99A(b) of the Local Government Act, the minimum annual allowance for ICT expenses is \$500 and the maximum is \$3,500. The current annual communications allowance is \$3,276. This is for the purpose of telephone and facsimile rental charges and any other telecommunications expense that would have otherwise been reimbursable.

Annual travel expenses allowance

- 3.5 The SAT Determination section 9.2(3) stipulates an annual allowance for travel and accommodation expenses of \$50. Councillor travel expenses are covered by the Shire for the costs associated with travel and accommodation for Councillors attending training, conferences, and meetings outside the Shire therefore rescinds the \$50 travel expense allowance.

Motor vehicle expenses

- 3.6 Under the SAT Determination at 8.2(3), the extent to which a council member of a local government can be reimbursed for travel costs referred to in regulation 31(1)(b) of the LG Regulations is –

- (a) if the person lives or works in the local government district or an adjoining local government district, the actual cost for the person to travel from the person's place of residence or work to the meeting and back; or
- (b) if the person does not live or work in the local government district or an adjoining local government district, the actual cost, in relation to a journey from the person's place of residence or work and back:
 - (i) for the person to travel from the person's place of residence or work to the meeting and back; or
 - (ii) if the distance travelled referred to in subparagraph (i) is more than 100 kilometres, for the person to travel from the outer boundary of an adjoining local government district to the meeting and back to that boundary.
- (c) The extent to which a council member of a regional local government can be reimbursed for travel costs referred to in regulation 31(1)(b) of the LG Regulations is the actual cost for the person to travel from the person's place of residence or work to the meeting and back.
- (d) For the purposes of subsections (3) and (4), travel costs incurred while driving a privately owned or leased vehicle (rather than a commercially hired vehicle) are to be calculated at the same rate contained in Section 30.6 of the *Local Government Officers' (Western Australia) Interim Award 2011* as at the date of the determination.

Councillors who use their motor vehicles for travel to council meetings or on other authorised council business be paid a motor vehicle expense allowance on a per-kilometre basis as per the schedule below in line with Section 30.6 of the *Local Government Officers' (Western Australia) Interim Award 2011*:

Area and Details	Over 2600cc	Over 1600cc to 2600cc	1600cc and under
Cents per kilometre			
Metropolitan area	93.97	67.72	55.85
South West Land Division	95.54	68.66	56.69
North of 23.5 Latitude	103.52	74.12	61.21
Rest of state	99.01	70.87	58.37

- 3.7 It is recommended that the remuneration generally reflect the costs associated with providing services to the community. The Shire President has been consulted to provide the following recommendation, and the 2018-2019 remuneration resolution has been used as a basis point.
- 3.8 In 2018 the Council adopted annual increases of 5.00% to the annual attendance fee for the Shire President and Councillor allowances, the communication/ICT and travel allowances have remained the same.

3.9 In 2019 the Council adopted a 2% increase to the annual attendance fee for the Shire President and Councillor allowances, the communication/ICT and travel allowances remained unchanged.

3.10 In 2020 as a result of COVID, the DLGCI was recommending increases be avoided in all attendance fees and allowances and as a result, no changes were adopted last year. All attendance fees for the Shire President and Councillor allowances, the communication/ICT and travel allowances remained unchanged.

3.11 Recommendation Options

The 2 options below are provided for Council's consideration and are based on an annual increase of either 1% or 2% from last financial year plus travel and vehicle reimbursements.

Option 1: 1% increase:

Item	Actual 2020-2021	Proposed 2021-2022
Attendance President	\$9,639.00	\$9,735.40
Attendance Councillors	\$9,639.00	\$9,735.40
LG allowance President	\$9,639.00	\$9,735.40
LG allowance Deputy	\$2,409.75	\$2,433.75
Communications/ICT Allowance	\$3,276.00	\$3,276.00
Vehicle reimbursement	Cents per km based on distance	Cents per km based on distance
Total	\$102,453.75 + reimbursements	\$103,478.28 + reimbursements

Option 2: 2% increase:

Item	Actual 2020-2021	Proposed 2021-2022
Attendance President	\$9,639.00	\$9,831.78
Attendance Councillors	\$9,639.00	\$9,831.78
LG allowance President	\$9,639.00	\$9,831.78
LG allowance Deputy	\$2,409.75	\$2,457.95
Communications/ICT Allowance	\$3,276.00	\$3,276.00
Vehicle reimbursement	Cents per km based on distance	Cents per km based on distance
Total	\$102,453.75 + reimbursements	\$104,502.29+ reimbursements

3.12 Following on from 2020 and a NIL increase, it would be very prudent and respectful of the current circumstances to limit the size of any increase. For this reason, the recommended approach, be to limit the allowance increase

to a maximum of 2 %. Council could argue that the 1% in each year recognises the barest possible increase, observing that costs and prices are increasing annually by rates higher than this.

- 3.13 Councillors not wanting to receive the allowances are required to indicate such to the CEO privately.

4.0 Statutory Environment

4.1 Local Government Act 1995

Section 2.7(2) Provides that Council is to oversee the allocation of local government finances and resources and to determine the local government policies.

Section 3.1 – Provides that the general function of the local government is to provide for the good government of persons in its district.

- 4.2 In accordance with Section 7B(2) of the Salaries and Allowances Act 1975, the Salaries and Allowances Tribunal is required to *"inquire into and determine –*
- a) the amount of fees, or the minimum and maximum amounts of fees, to be paid under the Local Government Act 1995 to elected council members for attendance at meetings; and*
 - b) the amount of expenses, or the minimum and maximum of expenses, to be reimbursed under the Local Government Act 1995 to elected council members; and*
 - c) the amount of allowances, or the minimum and maximum amounts of allowances, to be paid under the Local Government Act 1995 to elected council members".*
- 4.2 Sections 5.98 to 5.100 of the Local Government Act were also amended with effect from 1 July 2013 to complement the changes to the Salaries and Allowances Act.

5.0 Strategic Implications

5.1 Objective:

4. Civic: Working together to strengthen leadership and effective governance.

5.2 Outcome:

Civic - 4.9 Capacity for effective governance is established, maintained and enhanced.

5.3 Strategy:

Civic - 4.1.1 Provide strong, effective and functional governance and leadership in the Shire.

6.0 Policy Implications

Nil.

7.0 Financial Implications

- 7.1 The recommendations in this report will be accommodated within the 2021-2022 Budget.
- 7.2 The quantifiable cost to the Shire would depend on the actual amounts that are adopted by the Council. A provision for reimbursement will need to be included as an estimate as done each financial year.

8.0 Sustainability Implications

- 8.1 Environmental
There are no significant identifiable environmental impacts arising from adoption of the officer's recommendation.
- 8.2 Economic
There are no significant identifiable economic impacts arising from adoption of the officer's recommendation.
- 8.3 Social
There are no significant identifiable social impacts arising from adoption of the officer's recommendation.

9.0 Risk

Table 9.1 Guide to quantifying risk

Selecting a suitable fee sufficient to attract potential Councillors is always a risk - but that decision was taken when the relativity against the limits was determined in the earlier decisions. The risk at present is that Council should select an increase sufficient to keep the original decision valid.

Event Likelihood / Impact Matrix			
Likelihood (refer Potential Risk Likelihood Guide)	Impact Low likelihood of impact on a person's decision to run for Council - 2% increase keeps attendance fee relative to original positioning in available scales.		
	Minor	Medium	High
Low (unlikely)	(1)	2	3
Moderate (likely)	2	4	6
High (very likely)	3	6	9

Possible responses to the raw risk score vary depending on the level of risk (low, moderate or high). Possible actions are: review annually - making decisions to keep increases realistic to affordability.

Table 9.2 Guide to quantifying risk

Risk	In keeping the fees paid by Shire as sitting and other fees relative to the limits and the workloads required
Low Risk	
a risk / activity with a score of 2 or less	manage by routine procedures
Moderate Risk	
a risk / activity with a score between 3 or 4 more is moderate risk	N/A
High Risk	
a risk activity with a score of 6 or more is a high risk	N/A
Risk Control Measure	Annual review - increase is validated in keeping relativity because 2020 - NIL increases.

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OFFICER RECOMMENDATION/COUNCIL RESOLUTION: 2021/032**Moved: Cr Virginia O'Neil****Seconded: Cr Patricia McKay****Option 2 – 2% increase****That:**

A 2% increase is applied to Councillors remuneration as follows from 1 July 2021 with back pay given where applicable:

- 1. Pursuant to Salaries and Allowances Tribunal Determination April 2021 section 6.4, each (all) councillors receives the minimum annual attendance allowance of \$9,831.78 in lieu of meeting attendance fees;**
- 2. Pursuant to Salaries and Allowances Tribunal Determination April 2021 section 7.2, the Shire President is paid an annual local government allowance of \$9,831.78;**
- 3. Pursuant to Salaries and Allowances Tribunal Determination April 2021 section 7.3, the Deputy Shire President is paid an annual local government allowance of 25 per cent (\$2,457.95) of that paid to the Shire President;**
- 4. Pursuant to Salaries and Allowances Tribunal Determination April 2021 section 9.2(2) each Councillor including the Shire President receive an annual Communications/ICT allowance of \$3276.00;**
- 5. The allowances referred to in paragraphs 1 to 4 above be paid by 26 equal fortnightly instalments;**
- 6. Councillors who use their motor vehicles for travel to council meetings or on other authorised council business (when claimed) be paid a motor vehicle expense allowance on a per-kilometre basis as per the schedule below in line with Section 30.6 of the *Local Government Officers' (Western Australia) Interim Award 2011*:**

Area and Details	Over 2600cc	Over 1600cc to 2600cc	1600cc and under
Cents per kilometre			
Metropolitan area	93.97	67.72	55.85
South West Land Division	95.54	68.66	56.69
North of 23.5 Latitude	103.52	74.12	61.21
Rest of state	99.01	70.87	58.37

- 7. The Chief Executive Officer be instructed to implement the outcome of the Councillor remuneration review.**

**CARRIED 5/0
BY ABSOLUTE MAJORITY**

9.1.2 Lease Agreement - Minister for Works – Lot 71 (Halls Creek Community Resource Centre)

ITEM NUMBER:	9.1.2
REPORTING OFFICER:	Noel Mason, Chief Executive Officer
SENIOR OFFICER	Noel Mason, Chief Executive Officer
MEETING DATE:	15 April 2021
DISCLOSURE OF INTEREST:	Nil

1.0 Matter for Consideration

- 1.1 For Council to approve and affix the Common Seal to the Lease Agreement for Minister for Works for the Halls Creek Community Resource Centre premises, located on Lot 71 Thomas Street, Halls Creek, WA.

2.0 Background

- 2.1 The two original executed Deed of Extension Leases between Shire of Halls Creek and Minister for Works are as noted below:

Department of Justice – Suites 4, 5 and 7 of the Community Resource Centre, Corner Thomas Street and Roberta Avenue. A lease dated 17 June 2012 between for a term of 4 years commencing on 4 June 2010, expired on 3 June 2014. Renewed for a further term of two years each commencing on 4 June 2014 and 4 June 2016 respectively.

Department of Communities – Building known as Halls Creek Community Resource Centre – Office 1, 2, 3, 4, 5, Interview Room 1 and Admin section. The period of 4 years from 1 July 2014 to 30 June 2018 with the option to extend after 1 year commencing on 1 July 2018.

- 2.2 Now all under the Minister for Works - requested that both leases requiring renewal be created under one lease to the Dept. of Works. It has taken some time to firstly negotiate the terms and conditions, and then have the State Solicitor's Office prepare the lease.

3.0 Comments

- 3.1 The updated Lease Agreement merges both of the above mentioned leases to form a new Lease Agreement with the Minister for Works and expires on 31 October 2022. (Appendix 9.1.2A).
- 3.2 The Lease term is for two years and this is part of a plan - to be able to keep the lease term short, in case Shire requires use of the building again.
- 3.3 Lease previously had Shire at a disadvantage in terms of additional costs to maintaining building - this is now defined.
- 3.4 Shire Solicitor - Castledine Gregory - has reviewed the Lease and recommended changes which have been negotiated and incorporated.

4.0 Statutory Environment

4.1 Local Government Act 1995

Section 2.7(2) Provides that Council is to oversee the allocation of local government finances and resources and to determine the local government policies.

Section 3.1 – Provides that the general function of the local government is to provide for the good government of persons in its district.

4.2 Shire not required to advertise or undertake disposal of property provisions as it is the merging of two existing leases.

5.0 Strategic Implications

5.1 Objective:

2. Economic: Our town and remote communities are prosperous and viable.

5.2 Outcome:

Civic - 4.1 A local government that is respected and accountable

5.3 Strategy:

Civic - 4.1.2 Consistent and impartial application of Council policies and provision of services

6.0 Policy Implications

Nil.

7.0 Financial Implications

7.1 Based on current rentals the Shire would expect to receive an income of \$53,030.35 + GST per annum.

8.0 Sustainability Implications

8.1 Environmental

There are no significant identifiable environmental impacts arising from adoption of the officer's recommendation.

8.2 Economic

There are no significant identifiable economic impacts arising from adoption of the officer's recommendation.

8.3 Social

There are no significant identifiable social impacts arising from adoption of the officer's recommendation.

9.0 Risk

Risk to Shire in not having a current lease is high. This matter has been outstanding for some time - now establishing a lease to which the State

agrees - eliminates many points of difference between Shire as Landlord and Dept. of Communities as Lessee.

Term of the Lease is limited to 2 years - as part of a plan to make the building available to Shire on short notice.

Table 9.1 Guide to quantifying risk

Event Likelihood / Impact Matrix			
Likelihood (refer Potential Risk Likelihood Guide)	Impact - With Lease in place - low risk - without Lease, Shire had no opportunity to negotiate cost of who is paying for what.		
	Minor	Medium	High
Low (unlikely)	(1)	2	3
Moderate (likely)	2	4	6
High (very likely)	3	6	9

Possible responses to the raw risk score vary depending on the level of risk (low, moderate or high). Possible actions are:

Table 9.2 Guide to quantifying risk

Risk	With lease in place - very clear of each parties responsibilities.
Low Risk	
a risk / activity with a score of 2 or less	manage by routine procedures
Moderate Risk	
a risk / activity with a score between 3 or 4 more is moderate risk	N/A
High Risk	
a risk activity with a score of 6 or more is a high risk	N/A
Risk Control Measure	Sign off on lease

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OFFICER RECOMMENDATION/COUNCIL RESOLUTION: 2021/032

Moved: Cr Patricia McKay

Seconded: Cr Chris Loessl

That:

- 1. Council approve the Lease and affix the Common Seal to the updated Lease Agreement between the Shire of Halls Creek and the Minister for Works for Lot 71 (Halls Creek Community Resource Centre).**
- 2. Delegates, by Absolute Majority, in accordance with section 5.42 of the Local Government Act 1995, authority to the Chief Executive Officer to negotiate regarding the Lease Agreement between the Minister for Works and the Shire of Halls Creek in relation to leasing of the Halls Creek Community Resource Centre premises, located on Lot 71 Thomas Street, Halls Creek, WA:**
 - a. Minor variations before entry into the Lease Agreement, in accordance with Regulation 20 of the Local Government (Functions and General) Regulations 1996; and**
 - b. Variations, after the Lease Agreement has been entered into, limited to variations which do not change the terms of the Lease Agreement and which do not decrease the value of rent, in accordance with Regulation 21A of the Local Government (Functions and General) Regulations 1996.**

**CARRIED 5/0
BY ABSOLUTE MAJORITY**

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WESTERN AUSTRALIA
LAND ADMINISTRATION ACT 1997
TRANSFER OF LAND ACT 1893 AS AMENDED

LEASE OF Crown LAND (L)

DESCRIPTION OF LAND (NOTE 1)

Those parts of the building constructed on Lot 71 on Deposited Plan 205582 as hatched on the plan annexed hereto contained within permanent walls

EXTENT

Part

VOLUME

LR3041

FOLIO

649

ENCUMBRANCES (NOTE 2)

I183920 Reserve 22901 for community purposes; I183921 Management Order

LESSOR/S (NOTE 3)

SHIRE OF HALLS CREEK of PO Box 21 HALLS CREEK WA 6770

LESSEE/S (NOTE 4)

MINISTER FOR WORKS being a body corporate pursuant to the provisions of the *Public Works Act 1902* (WA) of Locked Bag 44 Cloisters Square PERTH WA 6850

TERM OF LEASE (NOTE 5)

Years	Months	Days
Commencing on the	day of	2021 and expiring on the 31 st day of October 2022

THE LESSOR LEASES TO THE LESSEE the land above described subject to the encumbrances shown hereon (note 6)

for the above term for the clear yearly rental of (Note 7) see Item 7 of the Information Table of the Lease
payable (Note 8) monthly in advance

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

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Information Table

Item 1	<p>Landlord</p> <p>SHIRE OF HALLS CREEK being the management body with care, control and management of the Land pursuant to management order I183921 of Post Office Box 21, Halls Creek, Western Australia</p>
Item 2	<p>Tenant</p> <p>MINISTER FOR WORKS being a body corporate pursuant to the provisions of the <i>Public Works Act 1902</i> (WA) of Locked Bag 44 Cloisters Square PERTH WA 6850</p>
Item 3	<p>Land</p> <p>Lot 71 on Deposited Plan 205582 being the whole of the land in Certificate of Title Volume LR3041 Folio 649 and being Reserve 22901 for community purposes.</p>
Item 4	<p>Premises</p> <p>Those parts of the Building known as Halls Creek Community Resource Centre which are hatched on the Premises Plan with a combined area of approximately 323.87 square metres (subject to survey in accordance with clause 1.3).</p>
Item 5	<p>Term</p> <p>The period from the Commencement Date to the Expiry Date</p> <p>(1) Commencement Date: The date upon which the Minister for Lands provides approval to this Lease pursuant to section 18 of the Land Administration Act 1997 (WA) being:</p> <hr/> <p>The Landlord authorises the Tenant or its solicitor to complete the Commencement Date in this Item and on the Landgate cover page to this Lease once known.</p> <p>(2) Expiry Date: 31 October 2022</p>
Item 6	<p>Option to Extend this Lease</p> <p>(1) First Option Period: Not applicable</p>

(2) **Second Option Period:** Not applicable

(3) **Third Option Period:** Not applicable

Item 7	Rent \$53,030.35 per annum plus GST.
Item 8	Rent Commencement Date The date which is 7 days after the Landlord gives the Tenant access to the whole of the Premises.
Item 9	Fixed Review Dates Not applicable
Item 10	Fixed Review Percentage Not applicable
Item 11	Not used
Item 12	CPI Review Dates The date which is 12 months after the Commencement Date
Item 13	Outgoings Net Lettable Area of the Premises at the Commencement Date: approximately 323.87 square metres (subject to survey in accordance with clause 1.3) Net Lettable Area of the Building at the Commencement Date:____ Tenant's Share at the Commencement Date:____
Item 14	Notices If to the Landlord: Address: PO Box 21, Halls Creek, WA 6770 If to the Tenant: Attention: Director – Government Office Accommodation, Department of Finance, Building Management and Works Address: Locked Bag 44, Cloisters Square, Perth, WA 6850

Fax: (08) 6551 2133

Item 15

Additional Provisions

(1) **Minister for Lands consent**

- (a) This Lease is subject to and conditional upon the Minister for Lands giving approval to the grant of this Lease pursuant to section 18 of the Land Administration Act 1997 (WA).
- (b) The Landlord shall apply for approval under paragraph (a) above and use reasonable endeavours to obtain the approval.

(2) **Other areas**

For the avoidance of doubt, the lobby and kitchen area shown on the Premises Plan together with the toilets are Common Areas for the purpose of this Lease.

(3) **Surrender of Existing Leases**

- (c) In this Additional Provision:

Date of Surrender means the day before the Commencement Date.

Existing Leases means:

- (i) the lease of part of the Building known as Suites 4, 5 and 7 constituted by:
 - (A) a lease dated 17 June 2021 between the Landlord and the Tenant for a term of 4 years commencing on 4 June 2010 and expiring on 3 June 2014;
 - (B) an extension of lease dated 15 April 2014 between the Landlord and the Tenant for a term of 2 years commencing on 4 June 2014 and expiring on 3 June 2016; and
 - (C) an undated deed of extension of lease between the Landlord and the Tenant for a term of 2 years commencing on 4 June 2016 and expiring on 3 June 2018; and
- (ii) the lease of part of the Building known as Offices 1 to 5, Interview Room 1 and Admin Room constituted by **registered** lease N417505 between the Landlord and the Tenant for a term of 2 years commencing on 1 July 2014 and expiring on 30 June 2018 with an option to renew the lease for a term of 1 year commencing on 1 July 2018.

Existing Premises means the premises leased by the Landlord to the Tenant under the Existing Leases.

- (d) The parties acknowledge that:
 - (i) the Tenant occupies the Existing Premises under the Existing Leases;
 - (ii) the Existing Leases have expired and the Tenant is holding over as a monthly tenant; and
 - (iii) the Existing Premises will form part of the Premises which will be leased from the Landlord to the Tenant under this Lease.
- (e) The Tenant agrees to surrender to the Landlord all of its right, title and interest under the Existing Leases with effect on and from 11:59 pm on the Date of Surrender.
- (f) The Landlord accepts the surrender referred to in subclause (c) and provided the Tenant complies with this Additional Provision, releases and discharges the Tenant from its obligations on the part of the Tenant pursuant to or arising out of the terms, covenants and conditions contained in the Existing Leases from and including the day after the Date of Surrender.
- (g) The Tenant releases and discharges the Landlord from its obligations on the part of the Landlord pursuant to or arising out of the terms, covenants and conditions contained in the Existing Leases from and including the day after the Date of Surrender.
- (h) The Landlord agrees that the Tenant is not required to comply with any make good obligations under the Existing Leases.
- (i) The Tenant agrees to:
 - (i) withdraw Caveat M633302 at its own cost; and
 - (ii) sign Surrender of Lease forms suitable for lodgement at Landgate in respect of registered Leases I511021, J897432 and N417505 and pay the Landgate registration fee.

LEASE

BETWEEN: The party or parties named in Item 1 of the Information Table.
("Landlord")

AND: The party named in Item 2 of the Information Table.
("Tenant")

AGREEMENT

1. Definitions and Interpretation

1.1 Definitions

In this Lease:

- (1) **ABS** means the Australian Bureau of Statistics;
- (2) **Accounting Year** means each period of 12 months ending on 30 June in each year disregarding any part of that period falling outside the Term;
- (3) **Additional Provisions** has the meaning given in clause 31;
- (4) **Air Conditioning Equipment** means the plant, chilled water piping, condenser water loops, electrical installations, ductwork and diffusers used to heat, cool, circulate and extract air throughout the Building;
- (5) **Australian Property Institute** means the Australian Property Institute (Inc.) Western Australian Division;
- (6) **Authority** includes any governmental or public authority of any kind;
- (7) **Best Practice** means work practices and methodologies that reflect the highest practicable standards recognised by the applicable industry and are in current use from time to time during this Lease;
- (8) **Building** means the building in which the Premises are situated including any modifications, extensions or alterations to the Building and the Landlord's Property;
- (9) **Business Day** means a day which is not a Saturday, Sunday or public holiday in Perth, Western Australia;
- (10) **Business Hours** means from 7:00 am to 6:00 pm on a Business Day;
- (11) **Commencement Date** means the date specified as such in Item 5 of the Information Table;
- (12) **Common Areas** means those parts of the Land and Building set aside or designated for the use of the occupiers of the Building or members of the public generally in common with each other and the Landlord;

- (13) **Costs** means costs, charges and expenses including those incurred in connection with advisors;
- (14) **CPI Review Date** means the dates (if any) specified in Item 12 of the Information Table;
- (15) **Environmental Laws** means all Laws regulating or otherwise relating to the environment including laws relating to land use planning, heritage, pollution, contamination, public and occupational health and safety, or any other aspect of protection of the environment;
- (16) **Expiry Date** means the date specified as such in Item 5 of the Information Table;
- (17) **Fixed Review Date** means the dates (if any) specified in Item 9 of the Information Table;
- (18) **Government Tenant** includes any corporation or other legal entity owned or controlled by a State Government, and any person, agent, authority or other instrumentality acting for or exercising the power of a state or federal Government;
- (19) **index number** means the Consumer Price Index (All Groups) for Perth published from time to time by the ABS but will have the replacement meaning given in clauses 3.2(3), 3.2(4) or 3.2(5), in the circumstances provided for in those clauses. If the ABS updates the reference base of the index number, the index number must be appropriately adjusted so as to preserve the intended continuity of calculation by using the appropriate arithmetical factor determined by the ABS;
- (20) **Information Table** means the part of this Lease described as the Information Table;
- (21) **Insolvency Event** occurs, in respect of a person when that person:
 - (a) informs its creditors generally that it is insolvent;
 - (b) has a meeting of its creditors called with a view to entering a scheme of arrangement or executing a deed of company arrangement;
 - (c) enters a scheme of arrangement except for a reconstruction whilst solvent;
 - (d) executes a deed of company arrangement with creditors;
 - (e) has a controller or liquidator (as those terms are defined in the Corporations Act 2001 (Cth)) of its property or part of its property appointed;
 - (f) is the subject of an application to a court for its winding up, which application is not stayed within 10 Business Days;

- (g) has a winding up order made in respect of it;
 - (h) has an administrator appointed under section 436A, 436B or 436C of the Corporations Act 2001 (Cth); or
 - (i) enters into voluntary liquidation;
 - (j) fails to comply with a statutory demand within 14 days of the time for compliance and:
 - (i) if the corporation applies to have a statutory demand set aside within 14 days of the time for compliance, the application to set aside the statutory demand is unsuccessful; and
 - (ii) the corporation fails to comply with the statutory demand within 7 days of the order of the court dismissing the application.
- (22) **Land** means the land described in Item 3 of the Information Table;
- (23) **Landlord** includes:
- (a) in the case of a person, that person's executors, administrators and assigns; and
 - (b) in any other case, the Landlord's successors and assigns;
- (24) **Landlord's Property** means the plant, equipment, fixtures, fittings and any other Landlord's property in the Premises;
- (25) **Law** means any law, whether common law or any law under any statute, ordinance or code and includes subordinate legislation;
- (26) **Net Lettable Area** means the net lettable area as certified by a licensed surveyor appointed by the Landlord at its cost using the Property Council's 1997 Method of Measurement for office buildings;
- (27) **Official Requirement** means any requirement, notice, order or direction properly given by any Authority;
- (28) **Option Period** means any of the First Option Period, Second Option Period or Third Option Period as the context requires.
- (29) **Outgoings** has the meaning set out in Schedule 1;
- (30) **Premises** means the premises described in Item 4 of the Information Table including the area:
- (a) from the top surface of the floor to the under surface of the ceiling;
 - (b) to the inside surface of any windows;
 - (c) to the external surface of internal walls; and

- (d) to the inside surface of any external wall.
- (31) **Premises Plan** means the premises plan attached to this Lease;
- (32) **Property Council** means the Property Council of Australia Limited;
- (33) **Property Manager** means a representative or employee of the Landlord appointed under clause 12.1(2) to represent the Landlord in relation to this Lease;
- (34) **quarter** means a 3 month period.
- (35) **Rates and Taxes** means:
- (a) council rates and charges including rubbish removal rates and charges;
 - (b) land tax and metropolitan region improvement tax calculated on the basis that the Land is the only land owned or leased by the Landlord;
 - (c) water, drainage and sewerage rates including meter rents, charges for the disposal of stormwater, and water charges; and
 - (d) all other rates, taxes, charges, assessments and impositions,
- which are imposed by an Authority in relation to the Land or the Building, excluding any capital gains tax, income tax or personal tax assessed on the Landlord;
- (36) **Rent** means the rent stated in Item 7 of the Information Table;
- (37) **Rent Commencement Date** means the date stated in Item 8 of the Information Table;
- (38) **Review Date** includes each of the dates (if any) stated in Item 9, Item 11, and Item 12 of the Information Table;
- (39) **Schedule** means the schedules to this Lease;
- (40) **Services** means all gas, electricity, telephone, water, sewerage, fire prevention, ventilation, air conditioning, hydraulic, elevator and security services grease traps, communications equipment and all other services or systems provided in the Building or available for the Tenant's use whether provided by the Landlord or any Authority;
- (41) **State** means the State of Western Australia;
- (42) **Tenant** includes the Tenant's successors and permitted assigns;
- (43) **Tenant's Employees** means each of the Tenant's employees, contractors and agents or other employees, contractors and agents of the State and those persons over whom the Tenant exercises control at the Premises;

- (44) **Tenant's Property** means the property of the Tenant or the Tenant's Employees brought into, installed or erected in the Premises (and includes any property acquired from a former occupier of the Premises);
- (45) **Tenant's Share** means the same proportion which the Net Lettable Area of the Premises bears to the total Net Lettable Area of the Building;
- (46) **Term** means the term of this Lease stated in Item 5 of the Information Table.
- (47) **Utilities** means those Services which are provided to the Building or the Premises by a third party supplier (whether by supply to the Landlord or by supply that is directly metered to the Tenant), and includes such Services as gas, electricity, telephone, water and sewerage.

1.2 Interpretation

In this Lease, unless the contrary intention appears:

- (1) headings or subheadings are inserted for guidance only and do not govern the meaning or construction of this Lease or of any provision contained in this Lease;
- (2) words expressed in the singular include the plural and vice versa;
- (3) words expressed in one gender include the other genders;
- (4) a reference to a person includes a natural person, partnership, joint venture, association, or corporation and a government or any governmental, local authorities and agencies;
- (5) a reference to a party to a document includes that party's successors personal representatives and permitted assigns;
- (6) an agreement on the part of two or more persons binds them jointly and severally;
- (7) a reference to a body, other than a party to this Lease (including an institute, association or authority), whether statutory or not:
 - (a) which ceases to exist; or
 - (b) whose powers or functions are transferred to another body,is a reference to the body which replaces it or which substantially succeeds to its powers or functions;
- (8) where a general description of a thing, including a right or obligation, is followed by a specific instance or example of that thing, that specific instance or example does not limit the scope of the general description;
- (9) a reference to a thing includes a part of that thing but without implying that part performance of an obligation is performance of the whole;

- (10) references to clauses and parties are references to clauses of, and parties to, this Lease and a reference to a subclause is a reference to a subclause in the clause in which the reference appears;
- (11) all the provisions in the Information Table and in a Schedule at the back of this Lease are incorporated in and form part of this Lease;
- (12) no rules of construction apply to the disadvantage of a party because that party was responsible for the drafting of this Lease or of any of the provisions of this Lease;
- (13) a reference to a statute includes a regulation, rule, by-law, requisition and order made under that statute and any amendment to or re-enactment of that statute, regulation, rule, by-law, requisition or order for the time being in force;
- (14) a reference to a document, including this Lease, includes each document or agreement varying or replacing that document;
- (15) where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day;
- (16) a reference to 'dollars' and \$ is to Australian currency;
- (17) month means a calendar month;
- (18) 'including' and 'includes' are not words of limitation;
- (19) a period of time dating from a given day or the day of an act or event, is to be calculated exclusive of that day;
- (20) a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (21) an accounting term is a reference to that term as it is used in accounting standards under the Corporations Act 2001 (Cth), or, if not inconsistent with those standards, in accounting principles and practices generally accepted in Australia;
- (22) time is a reference to Perth, Western Australia time; and
- (23) a reference to the "State" in this Lease includes the Crown in right of the State of Western Australia whether body corporate or otherwise, and the State of Western Australia's departments, agencies and instrumentalities.

1.3 Areas and Measurement

- (1) If any area of the Premises or the Building is to be calculated or measured for the purposes of this Lease, those calculations and measurements must be in accordance with the method for the measurement of Net Lettable Area.

- (2) The Landlord is responsible for calculating or measuring any area for the purposes of this Lease and must pay the Costs incurred.
- (3) If any calculation or measurement required in relation to this Lease is not completed within 60 days after the Commencement Date, the Tenant may arrange for it to be done and the reasonable and proper Costs incurred by the Tenant must be paid by the Landlord on demand or, if not paid within 30 days after demand, may be set-off against the Rent and other money payable under this Lease.

1.4 Written Notices

If a provision of this Lease requires a notice to be given by a party, it must be in writing unless the provision states that it may be given orally.

1.5 Whole Agreement

The terms contained in this Lease comprise the whole agreement between the Landlord and the Tenant.

1.6 Lease to Operate as Deed

This Lease operates as a deed on execution by the Landlord and the Tenant.

1.7 Change of Landlord

The Landlord is released from the Landlord's obligations under this Lease which arise after the date the Landlord ceases to be the registered proprietor of the Land subject to the new registered proprietor of the Land becoming bound (by operation of Law or otherwise) by all the Landlord's obligations under this Lease from the same date.

2. Term and Holding Over; Quiet Enjoyment

2.1 Term

The Landlord leases to the Tenant and the Tenant takes a lease of the Premises for the Term commencing on the Commencement Date and terminating on the Expiry Date subject to the provisions of this Lease.

2.2 Quiet Enjoyment

If the Tenant complies with the Tenant's obligations under this Lease, the Tenant may use the Premises without interruption or disturbance from the Landlord or any person claiming by, through or under the Landlord.

2.3 Other Occupiers

The Landlord must not, and the Landlord must use its reasonable endeavours to ensure other occupiers of the Building and the Land do not, create any nuisance, disturbance, obstruction or security risk or do anything that interferes with or affects the Tenant's use of the Premises, the Building and the Land.

2.4 Holding Over

If the Tenant continues to occupy the Premises after the Expiry Date or after any extended term without objection by the Landlord (except under a lease arising from the valid exercise of an option to renew) the following provisions apply.

- (1) The Tenant occupies the Premises as a monthly tenant (unless otherwise agreed) at a total rent equal to 1/12th of the aggregate of the Rent and other money payable by the Tenant to the Landlord under this Lease immediately before the monthly tenancy commenced, payable monthly in advance, with the first of the monthly payments to be made on the day following the Expiry Date.
- (2) As far as applicable, the monthly tenancy otherwise continues on the terms and conditions of this Lease.
- (3) The monthly tenancy may be terminated at any time by either the Landlord or the Tenant giving to the other not less than 30 days' notice ending on any date.

3. Rent and Rent Reviews

3.1 Rent

- (1) The Tenant must pay the Rent to the Landlord without demand, deduction or right of set-off (unless allowed by this Lease) by equal monthly instalments in advance.
- (2) The first instalment must be paid on the Rent Commencement Date. To avoid doubt, the first instalment of rent is payable in respect of the period commencing on the Commencement Date.
- (3) Subsequent instalments must be paid on the first day of each month.
- (4) If necessary, the first and last instalments will be apportioned on a daily basis to account for there not being a full calendar month between:
 - (a) the Commencement Date and the first day of the following month; and
 - (b) the first day of the month in which the last instalment is paid, and the Expiry Date.
- (5) All instalments must be paid at the place the Landlord reasonably directs.

3.2 CPI Rent Review

- (1) If Item 12 of the Information Table has been completed by inserting CPI Review Dates, the Rent must be reviewed on the basis in this clause 3.2 with effect from and including each date in Item 12.

- (2) The Rent must be reviewed to an amount which is represented by A in the following formula:

$$A = \frac{B}{C} \times D$$

Where

- B = the index number determined for the quarter ending immediately prior to the relevant CPI Review Date;
- C = the index number determined for the quarter ending immediately prior to the later of the Commencement Date or the date from when the Rent was last reviewed; and
- D = the Rent payable immediately prior to the relevant CPI Review Date.
- (3) If the Consumer Price Index (All Groups) for Perth is suspended or discontinued, the words "**index number**" means the price index substituted by the ABS.
- (4) If no price index is substituted, the words "**index number**" means an index which the parties agree most closely reflects changes in the cost of living.
- (5) If the parties cannot agree on a substitute index, the president of the Australian Property Institute, at the request of either party, may appoint an expert to determine a substitute index which most closely reflects changes in the cost of living and the words "**index number**" means that index.

3.3 Fixed Percentage Review

- (1) On each Fixed Review Date, the Rent must be reviewed on the basis in this clause 3.3 with effect from the relevant Fixed Review Date.
- (2) On each Fixed Review Date the Rent applying immediately before the relevant Fixed Review Date must be increased by the percentage number specified in Item 10 of the Information Table and the increased amount will be the Rent applying from and including the relevant Fixed Review Date.

3.4 General

The Rent determined under this clause 3 may be lower, the same as or higher than the Rent applying immediately before the relevant Review Date.

4. Outgoings

4.1 Tenant's Share

The Tenant must pay the Landlord the Tenant's Share of the Outgoings for each Accounting Year.

4.2 Tenant's Share at Commencement

If figures are inserted in Item 13 of the Information Table, the Net Lettable Area of the Premises, the total Net Lettable Area of the Building and the Tenant's Share at the Commencement Date are as specified in Item 13.

4.3 Estimates

At the beginning of the first Accounting Year and at least 20 Business Days before the beginning of each subsequent Accounting Year the Landlord must give the Tenant an estimate of the Outgoings and the Tenant's Share of the Outgoings payable for the relevant Accounting Year.

4.4 Instalments

The Tenant must pay the amount of the estimate under the preceding clause by monthly instalments on the same day that Rent is payable. The amount of each instalment must be set out in invoices given by the Landlord to the Tenant.

4.5 Benefit of Discounts

If the Landlord obtains the benefit of any discount or other concession in respect of any Outgoings, whether because of early payment or any other reason, only the amount actually paid or payable by the Landlord is to be included in the Outgoings in determining the amount of the Tenant's Share.

4.6 Fines etc

Except to the extent caused by the Tenant's failure to pay an amount by the due date under this Lease, the amount of any fine or other penalty, including interest, imposed in relation to any Outgoings is not to be included in the Outgoings in determining the amount of the Tenant's Share.

4.7 Late Inclusion in Outgoings

Any expenditure by the Landlord may not be included in the Outgoings later than 12 months from the date the expenditure occurred.

4.8 Landlord's duty to minimise Outgoings

The Landlord must use reasonable endeavours to minimise the Outgoings and the Outgoings must be commensurate with the Outgoings as found in similar buildings in similar locations.

5. Outgoings Adjustment

5.1 Audited Statement

- (1) As soon as reasonably practicable after the end of each Accounting Year (but no later than 6 months after the end of the relevant Accounting Year) the Landlord must:
 - (a) notify the Tenant of the actual amount of the Outgoings and the actual amount of the Tenant's Share of the Outgoings payable by the Tenant for that Accounting Year;
 - (b) give the Tenant statements relating to the Outgoings, containing full details of the nature of all Outgoings sufficient to enable the Tenant to verify the Landlord's expenditure on Outgoings;
 - (c) if required by the Tenant, give the Tenant a report on the Outgoings prepared by a registered company auditor within the meaning of the Corporations Act 2001 (Cth), who must be independent of the Landlord, which includes a statement by the auditor as to:
 - (i) whether or not the Outgoings statements under clauses 5.1(1)(a) and 5.1(1)(b) correctly state the actual Outgoings expenditure by the Landlord during the Accounting Year and whether or not the actual Tenant's Share of Outgoings notified to the Tenant is correct; and
 - (ii) whether the estimated Outgoings and Tenant's Share of Outgoings for the Accounting Year (as shown in the estimate of Outgoings and Tenant's Share of Outgoings given to the Tenant) were more or less than the actual expenditure by the Landlord in respect of Outgoings during that period.
- (2) The costs of the auditor in preparing a report under clause 5.1(1)(c) shall be paid by the Landlord but, if the report concludes that the Outgoings statements under clauses 5.1(1)(a) and 5.1(1)(b) were correct (or, if incorrect, the error was not material, in the auditor's opinion), then the Landlord may request that the Tenant reimburse the Landlord for the costs of the auditor and the Tenant shall forthwith reimburse the Landlord for the full costs of the auditor.

5.2 Obligation to Pay Tenant's Share of Outgoings suspended

If the Landlord does not comply with the clause 5.1, the Tenant's obligation to pay the Tenant's Share of the Outgoings is suspended until the Landlord has complied with it.

5.3 Inspection of Records

- (1) The Tenant has the right to review the audited Outgoings and to undertake an independent audit if deemed necessary (but not more than once during any 12 month period, other than where an independent audit identifies a

material discrepancy in the Landlord's calculation of Outgoings), at the Tenant's sole discretion.

- (2) If requested by the Tenant, the Landlord must allow the Tenant to inspect all the Landlord's records relating to the determination and calculation of the Outgoings and provide all reasonable assistance and information including actual invoices necessary to enable the Tenant to undertake an audit under clause 5.3(1).
- (3) Any independent audit undertaken by the Tenant under clause 5.3(1) will be at the Tenant's cost.

5.4 Estimate Less

If the amount of the Outgoings paid by the Tenant for the relevant Accounting Year based on the Landlord's estimate is less than the actual amount payable by the Tenant, the Tenant must pay the difference to the Landlord within 20 Business Days after the Landlord requests payment.

5.5 Estimate More

If the amount of the Outgoings paid by the Tenant is more than the actual amount payable by the Tenant, the Landlord must give credit to the Tenant for the difference when the next payment of money is due by the Tenant under this Lease. If no further payment will become due the Landlord must pay the difference to the Tenant within 20 Business Days after the difference has been calculated.

6. Utilities

6.1 Charges for Utilities

The Tenant must pay by the due date all charges for Utilities supplied to the Premises, as invoiced by the relevant supplier.

6.2 Amount Payable

If any Utilities are supplied to the Premises by the Landlord, the Landlord must:

- (1) separately meter the Premises for Utilities consumption;
- (2) charge the Tenant for those Utilities at the rate at which the Utilities are supplied to the Landlord without mark-up; and
- (3) in relation to electricity and gas consumption charges, provide the Tenant with documentation which is reasonably sufficient for the Tenant to verify the charge including meter reading details and a copy of the invoice issued by the relevant supplier.

6.3 Utilities to the Premises

The Tenant may make the Tenant's own arrangements direct with a supplier of a Utility, if possible.

6.4 Electrical Installations

The Tenant must not:

- (1) make any alterations or additions to the electrical installations or wiring on the Premises without the Landlord's consent, which will not be unreasonably refused or delayed or conditioned;
- (2) install any electrical equipment which overloads the cables, switchboards or sub-boards through which electricity is conveyed to the Premises; or
- (3) interfere with or obstruct access to the Air Conditioning Equipment or fire alarm or prevention system installed in the Premises.

7. Use of the Premises

7.1 Permitted Use

The Tenant may only use the Premises for office purposes and ancillary uses in accordance with the Tenant's normal operations unless the Landlord consents to another use.

7.2 Obligations

The Tenant must:

- (1) keep the Premises free of pests, insects and vermin;
- (2) securely lock all exterior doors and windows in the Premises when the Premises are not occupied;
- (3) comply with fire drills and emergency procedures (including evacuation) when reasonably requested by the Landlord;
- (4) make reasonable efforts to enforce any prohibition against smoking in the Building imposed by Law or by the Landlord;
- (5) promptly inform the Landlord after becoming aware of any material damage to the Premises or the Building or of the faulty operation of any Services;
- (6) ensure that its employees, contractors and agents do not smoke in or around the Building and use best endeavours to ensure that visitors do not smoke in or around the Building; and
- (7) comply with all applicable Laws in its use and occupation of the Premises.

7.3 Prohibitions

The Tenant must not:

- (1) use the Premises as a residence;
- (2) keep any animals or birds in the Premises;
- (3) carry on any illegal activities on the Premises; and
- (4) do anything on the Premises which causes nuisance, damage or disturbance to other occupiers of the Building or occupiers of nearby property.

7.4 Restrictions

The Tenant must not, without the Landlord's consent, which will not be unreasonably refused, delayed or conditioned (but subject to any other provision of this Lease):

- (1) hold any auction, bankrupt or fire sale on the Premises;
- (2) modify or interfere with the drainage or water supply facilities serving the Premises or any equipment connected to those facilities;
- (3) obstruct the entrances, exits, driveways and any other similar areas forming part of the Common Areas;
- (4) store or use inflammable or explosive substances in the Premises unless they are stored in proper containers and are stored and used in accordance with all relevant Laws;
- (5) interfere with or obstruct the operation of or access to the Services or overload any Service;
- (6) use any facilities in or near the Premises or in the Building, including the toilets and drains, for any improper purpose;
- (7) fix blinds or awnings to the outside of the Premises;
- (8) affix to the outside of the Premises a television or radio mast, antenna, satellite dish or any other similar device;
- (9) install any equipment in the Premises which may overload any Services;
- (10) do anything in the Premises which involves the use of hazardous material; or
- (11) interfere with the use of the Common Areas by other tenants in the Building or their employees or invitees.

8. Maintenance and Repair

8.1 Repair of Premises

- (1) The Tenant must keep the interior of the Premises in good repair and condition except for:
 - (a) fair wear and tear; and
 - (b) damage by fire, storm, tempest and any other risk which a prudent owner can and usually does insure against, including damage to plate glass.
- (2) The second exception in clause 8.1(1) does not apply to the extent that insurance money is irrecoverable through the negligent act or default of the Tenant or the Tenant's Employees.
- (3) Nothing in clause 8.1(1) imposes responsibility on the Tenant for any maintenance, replacement, renovation or repair of a capital or structural nature unless required because of:
 - (a) the negligent act or default of the Tenant or the Tenant's Employees; or
 - (b) the Tenant's use of the Premises other than as permitted by this Lease.

8.2 Cleaning, Maintenance and Breakages

The Tenant must:

- (1) keep the Premises clean and tidy;
- (2) store all waste and garbage in proper containers;
- (3) repair or replace, or pay to the Landlord the reasonable cost of repairing or replacing, damaged or inoperative electric light bulbs, globes, tubes and other means of illumination in the Premises; and
- (4) repair or replace, or pay to the Landlord the reasonable cost of repairing or replacing, any damaged or broken windows in the part of the Building immediately adjacent to the Premises.

8.3 Cleaning Service

The Tenant will, at its own cost, be required to arrange for its own cleaners to clean the Premises.

9. Alterations and installation of equipment, partitions

9.1 Alterations and Additions

- (1) Subject to clause 9.1(2) and to the other provisions of this clause 9, the Tenant may alter or add to the Premises, including the Tenant's initial fitout of the Premises.
- (2) The Tenant is to provide the Landlord with plans and specifications for the Tenant's fitout works for the Landlord's approval and such approval must not be unreasonably withheld, delayed or conditioned.

9.2 Installation of Equipment

The Tenant must not, without the Landlord's consent, which will not be unreasonably refused or delayed or conditioned:

- (1) install any water, gas or electrical fixtures, equipment or appliances or any apparatus for air conditioning, heating, cooling, ventilating or illuminating the Premises; or
- (2) mark, drill, deface or damage any part of the Premises.

9.3 Partitions

- (1) Before the Tenant installs any partitions in the Premises, the Tenant must submit to the Landlord for approval a copy of the plans and specifications for the proposed work which must comply with relevant Laws and Official Requirements.
- (2) The partitions must be installed at the Tenant's expense.
- (3) The Landlord will not unreasonably refuse or delay approval under this clause 9.3.

10. Legal Obligations

10.1 Compliance with Laws and Official Requirements

The Tenant must comply with and observe any Law or Official Requirement concerning:

- (1) the Tenant's Property; or
- (2) the Tenant's use or occupation of the Premises or the gender or number of persons in the Premises.

10.2 Structural Alterations

The Tenant is not required under clause 10.1 to do or pay for structural alterations or additions except those arising from:

- (1) the nature of the Tenant's business;
- (2) the number or gender of the persons comprising the Tenant or the Tenant's Employees; or
- (3) any negligent act or default by the Tenant or the Tenant's Employees.

11. Common Areas

11.1 Tenant May Use

The Tenant and the Tenant's Employees have the non-exclusive right to use the Common Areas for the purposes for which they are designed or intended in common with the Landlord and other persons authorised by the Landlord. The Tenant, at its own cost, must ensure that the Common Areas are left in a clean and tidy condition after its, or the Tenant's Employees', use of the Common Areas.

11.2 Control and Safety

- (1) Subject to clause 11.2(2) the Landlord is responsible for the control of the Common Areas and any other parts of the Building not leased to a tenant. The Landlord must ensure that the Common Areas are properly maintained, safely lit and kept in a safe condition commensurate with similar buildings in similar locations at all times.
- (2) The Tenant may request the Landlord to provide a higher level of control, maintenance, lighting or safety and the Landlord shall not unreasonably refuse to comply with such a request. The Tenant must pay the cost of any control, maintenance, lighting or safety higher than the standard applicable to similar buildings in similar locations which the Landlord provides in response to such a request from the Tenant.

12. Management of the Building by Landlord

12.1 Management

- (1) The Landlord must properly manage and operate the Building.
- (2) The Landlord must appoint a Property Manager (which can be a representative or employee of the Landlord) to represent the Landlord in relation to this Lease. The Property Manager is taken to be authorised to exercise the rights and powers of, and discharge the obligations of, the Landlord under this Lease.

12.2 Rules

The Landlord may prescribe reasonable rules relating to safety and the use and operation of the Building and vary them at any time by notice to the Tenant, provided that the rules are not inconsistent with this Lease. The Tenant must comply with a rule or variation from the time that reasonable notice of the rule or variation is given to the

Tenant except that this Lease applies instead of any rule to the extent that there is any inconsistency between them. The Landlord must take reasonable action to enforce the rules.

12.3 Safety and Security

- (1) The Landlord must comply with any reasonable request of the Tenant which is made for the purpose of ensuring the safety and security of the Premises. If the request requires any expenditure, the Tenant must reimburse the Landlord's reasonable costs, unless the request relates to an obligation of the Landlord under another provision of this Lease.
- (2) The Landlord must ensure that, in managing and operating the Building, it:
 - (a) adheres to Best Practice; and
 - (b) complies with all Laws and Official Requirements,in the management of emergency evacuation procedures.

12.4 Right to Enter

- (1) The Landlord may:
 - (a) after giving at least 2 Business Days' notice to the Tenant; or
 - (b) in an emergency, or to do rectification or preventative works to comply with its obligations under this Lease with respect to Services, without notice,enter the Premises.
- (2) In exercising its entry rights under clause 12.4(1), the Landlord or its representative must be accompanied by a representative of the Tenant at all times and comply with the Tenant's usual access requirements.

12.5 Minimise disruption

If the Landlord does anything permitted by the preceding clause the Landlord must:

- (1) take reasonable action to ensure there is no disruption to the Tenant's use of the Premises; and
- (2) promptly make good any damage to the Tenant's Property caused by the Landlord.

12.6 For Sale Signs

- (1) The Landlord may place advertisements on the exterior of the Building or the Premises if the Building (or any part of it) or the Premises are for sale or lease but such advertisements must not conceal any Tenant's signs or otherwise hinder the Tenant's use of the Premises.

- (2) If the Premises are for lease, the advertisements may only be placed on the Premises within the last 3 months of the Term.

12.7 Directory Boards

The Landlord must, if the Tenant requests, arrange for the Tenant's name (or relevant State agency) to be included in any directory board in the Building giving information about tenants in the Building.

13. Tenant's Rights in relation to use of Building

13.1 After Hours Access

The Tenant may have uninterrupted access to the Premises at all times whether or not during Business Hours, but the Tenant must comply with the Landlord's reasonable requirements relating to safety and security in connection with access outside Business Hours.

13.2 Cabling

The Tenant may use risers or spaces within the Building for use in the Premises provided for the running of computer cabling and other electrical, data and communications cabling for the occupants' use, for the running of that cabling, as long as the Tenant ensures that:

- (1) the running of the computer cables and other electrical, data and communications cables in the Building does not cause irreparable damage to the Building. The Tenant must repair any damage caused by the running of the cables through the Building, immediately upon removal of any Tenant's Property connected to, or utilising, the relevant cables, where such removal occurs at any time during the Term;
- (2) the Building is secured where the computer and other electrical, data and communications cables are run;
- (3) the use of the Building for the running of the computer and other cabling is reasonable, having regard to the needs of the other tenants or occupiers; and
- (4) it removes all such cabling at the end of the Term, and reinstates and repairs any damage to the Building caused by such removal (or by the earlier installation of the cabling), unless the Landlord agrees in writing that the cabling can remain in the Building.

14. Assignment and Subletting

14.1 Assignment and Subletting Permitted with Consent

Subject to clause 14.4 the Tenant may assign all or part of this Lease or sublet all or part of the Premises with the Landlord's prior written consent which is not to be unreasonably withheld, conditioned or delayed.

14.2 Requirements for Assignment

The Landlord will not refuse its consent to the assignment of all or part of this Lease, or unreasonably delay that consent, if the Tenant first makes a written application to the Landlord for consent and:

- (1) the Tenant is not in default under this Lease, written notice of which has been given to the Tenant (disregarding a default which has been remedied by the Tenant or waived by the Landlord);
- (2) the Tenant provides evidence that the incoming tenant is a respectable, responsible and solvent person and is capable of performing the obligations of the Tenant under this Lease;
- (3) if the incoming tenant is a company (other than a company whose shares are listed on the Australian Stock Exchange) the incoming tenant's obligations are guaranteed by the directors of the company or (at the Tenant's option) the incoming tenant agrees to give the Landlord a bank guarantee for an amount no less than 3 months' Rent as security for the performance of the incoming tenant's obligations; and
- (4) the Tenant, the incoming tenant and any incoming guarantor (if applicable) sign a deed, in a form prepared or approved by the Landlord, acting reasonably, requiring the incoming tenant to comply with the Tenant's obligations under this Lease together with those requirements in Schedule 3 and any incoming guarantor to guarantee those obligations. The Tenant shall pay the Landlord's costs of preparing or approving the deed.

14.3 Requirements for Subletting

The Landlord will not refuse its consent to the subletting of all or part of the Premises, or unreasonably delay that consent, if the Tenant first makes a written application to the Landlord for consent and:

- (1) the Tenant is not in default under this Lease, written notice of which has been provided to the Tenant (disregarding a default which has been remedied by the Tenant or waived by the Landlord); and
- (2) the Tenant provides evidence that the incoming tenant is a respectable, responsible and solvent person.

14.4 Assignment to Government Tenant

Clause 14.1 does not apply to an assignment or subletting to any Government Tenant and the Tenant may assign this Lease or sublet the Premises to a Government Tenant at any time without the Landlord's consent, but the Tenant must promptly give the Landlord notice of any assignment to a Government Tenant.

14.5 Exclusion of Property Law Act

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

14.6 Tenant Released

From the date that the Tenant assigns this Lease, subject to compliance with clause 14.2, the Tenant is released from all its obligations under this Lease to the extent of the assignment.

14.7 Assignment or subletting to Non-Government Tenant

- (1) The provisions in Schedule 3 apply if this Lease is assigned (in whole or in part) to any person other than a Government Tenant.
- (2) The provisions in this Lease that relate to self-insurance by the Tenant (clause 15.5) will not apply if this Lease is assigned or the Premises are sublet to any person other than a Government Tenant.

15. Liabilities and Indemnity

15.1 Effect on the Landlord's Insurance

The Tenant must not knowingly do or omit to do anything to or upon the Premises which:

- (1) increases the cost of; or
- (2) renders void or voidable,

any of the Landlord's insurance relating to the Premises or the Building, but the Tenant is not liable for any claim by the Landlord under this clause unless the Landlord has first given the Tenant notice of the relevant insurance requirements and allowed the Tenant a reasonable period to comply with those requirements and the Tenant has failed to do so within that period.

15.2 Inflammable Substances

The Tenant must not store chemicals, inflammable liquids, acetylene, gas, volatile or explosive oils, compounds or substances on the Premises (unless it is reasonably necessary for the Tenant's use of the Premises permitted under this Lease).

15.3 Risk

Subject to the Landlord's obligations under this Lease:

- (1) all of the Tenant's Property is at the Tenant's risk; and
- (2) the Tenant occupies and uses the Premises at the Tenant's risk,

except to the extent that any loss or damage is caused by the negligent act or default of the Landlord or the Landlord's employees, contractors or agents.

15.4 Indemnity

The Tenant is responsible for and indemnifies the Landlord against any liability resulting from:

- (1) any loss of or damage to property or any injury to or death of any person occurring in the Premises or caused by the Tenant wherever occurring; or
- (2) any reasonable action taken by the Landlord to remedy a default by the Tenant.

This indemnity does not apply to the extent that the liability is caused or contributed to by the Landlord or the Landlord's employees, contractors or agents.

15.5 Tenant self insures

The parties acknowledge that the Government self insures. Accordingly, while the Tenant is a Government Tenant, the Tenant is not required to effect or maintain any insurance.

16. Carpets

16.1 Replacement

- (1) If at any time during the Term:
 - (a) any area of the carpet becomes worn out or unsafe for any reason; and
 - (b) the Tenant, acting reasonably, gives the Landlord a notice requiring that those areas of the carpet be replaced,

the Landlord must, at its cost, replace those areas of the carpet as soon as practicable after receiving notice from the Tenant.

- (2) The parties agree that the Landlord's obligation to replace the carpet under this clause 16.1 does not apply in respect of damage to the carpet caused by the Tenant (which must be made good by the Tenant), subject to fair wear and tear.

- (3) Any new carpet must be of a commercial grade carpet tile to the Tenant's specifications and colour choice, acting reasonably, however the Tenant's specifications must not require the replacement carpet to be higher than:
 - (a) the original carpet specification; and
 - (b) the carpet specification required in order for the Landlord to maintain the standard of a similar building in a similar location in Perth, for the Building.

16.2 Manner of Replacement

- (1) The Tenant is responsible (at its cost) for any furniture and workstation uplift and dismantling costs associated with the replacement of carpet under this clause 16.
- (2) The Landlord must make reasonable efforts to arrange for the replacement of the carpet to be undertaken outside the Tenant's normal office hours.
- (3) Neither the Landlord nor the Tenant is obliged to remove fixed partitions and other items that are fixed to the floor and, unless the Tenant otherwise agrees (acting reasonably) having been requested by the Landlord, carpet replacement must be undertaken around fixed partitions.

16.3 Dispute about replacement

Any dispute relating to the replacement of the carpet in the Premises (or any part) is to be determined in accordance with clause 24.

17. Landlord's Obligations Concerning Premises and Building

17.1 Suitability of Premises

The Landlord:

- (1) warrants that at the Commencement Date the Premises are fit for occupation and for the use permitted by this Lease and comply with all Laws relating to the Premises; and
- (2) undertakes that during the Term (subject to the other provisions of this Lease), the Premises will remain fit for occupation and will continue to comply with all Laws that were applicable at the Commencement Date.

17.2 Exclusions

The Landlord's obligations under clause 17.1 are subject to the Tenant's fitout and other Tenant's works carried out within the Premises:

- (1) being complete; and

- (2) not adversely affecting the suitability of the Premises as required under clause 17.1.

17.3 Capacity of Electrical Supply

The Landlord must not reduce the capacity of the electrical supply available to the Premises below the level applying at the Commencement Date.

17.4 Maintenance of the Building

- (1) The Landlord must maintain the Building and the Common Areas (including finishes, appearance and Services) in a safe condition in accordance with other similar buildings of a similar age and location for the Term.
- (2) The Landlord must:
 - (a) replace plant and equipment servicing the Premises that is older than its effective life;
 - (b) on demand by the Tenant, provide information to the Tenant showing the Landlord's proposed schedule for replacement and maintenance of plant and equipment servicing the Premises; and
 - (c) maintain a high quality security system and Services servicing the Premises.
- (3) Without limitation, the Landlord must properly maintain and repair:
 - (a) the roof and structure of the Building and all electrical wires and water and sewerage pipes and drains;
 - (b) the exterior surface, coating or fabric of the Building;
 - (c) the surfaces of all core walls, including repainting them when necessary;
 - (d) Building light switches and power points which cease to work;
 - (e) lighting in the Common Areas;
 - (f) the windows of the Building that are not the responsibility of the Tenant under clause 8.2(4) (except if the damage or breakage to the windows is caused by the Tenant or any of the Tenant's invitees or clients, in which case the Tenant must, at its cost, repair or replace the relevant window);
 - (g) all driveways and car parking areas on the Land and all crossovers providing access to the Land; and
 - (h) all stairs and passageways and keep them safely lit.

- (4) The Tenant must notify the Landlord or (if there is one) the managing agent as soon as possible if it becomes aware of any maintenance issue with the Building and the Common Areas for which with Landlord is responsible.

17.5 Moisture Penetration

- (1) If there is moisture penetration into the Premises which damages the Premises or causes the Tenant's use of the Premises to be prevented or interrupted, the Landlord must as soon as practicable (following notice by the Tenant of the moisture penetration):
 - (a) Repair, and if necessary modify, the Building to stop the moisture penetration re-occurring to the satisfaction of the Tenant (acting reasonably); and
 - (b) at the Landlord's cost, repair and, if necessary, replace the Tenant's Property affected.
- (2) The obligations of the Landlord pursuant to this clause 17.5 will not apply to the extent that the Tenant, the Tenant's Employees or anyone else that the Tenant is responsible for, has directly caused or contributed to the moisture penetration.

17.6 Asbestos and bacteria

- (1) The Landlord warrants that to the best of the Landlord's knowledge the Premises are at the Commencement Date (and will continue during the Term to be) free of asbestos and any bacteria of a type and in a quantity which may be hazardous or dangerous to health (other than bacteria caused by the Tenant).
- (2) If required by the Tenant (acting reasonably), the Landlord must, at the Tenant's cost, obtain a hazardous materials survey of the Premises.
- (3) If the Air Conditioning Equipment is of a water cooled or evaporative nature the Landlord must on a regular basis (but at least quarterly) arrange for competent professional scientific testing of the Air Conditioning Equipment to verify compliance with clause 17.6(1) and must provide the Tenant with a certified copy of the result of each testing.
- (4) If:
 - (a) the Premises contain asbestos; or
 - (b) bacteria of a type and in quantity which is hazardous or dangerous to health are found in the Premises or in the Air Conditioning Equipment serving the Premises,

the Landlord must remove the asbestos or bacteria (other than bacteria caused by the Tenant) promptly as required by the Tenant (acting reasonably) or as directed by any Authority.

- (5) If either asbestos or bacteria (other than bacteria caused by the Tenant) within the Premises or within any Air Conditioning Equipment serving the Premises causes a declaration by any Authority that the Premises are hazardous or dangerous to health and the Landlord does not take immediate steps to remedy the hazard or danger or does not effectively remove it within 1 month after the declaration, the Tenant may terminate this Lease within 4 months after the declaration.
- (6) The Landlord at the cost of the Landlord must repair or reinstate the Premises to the extent that the Premises have been damaged or affected by the removal of any substances or as a result of any other action taken under this clause 17.6.

17.7 Other Hazardous Substances

If any other noxious, toxic, poisonous or hazardous substance in or forming part of the Premises, the Building or the Landlord's Property is found which is:

- (1) not asbestos or bacteria;
- (2) introduced or caused by the Landlord; and
- (3) dangerous to health,

the Landlord must eliminate any danger caused by the substance as directed by any Authority or otherwise by removal of the substance so that the substance ceases to be dangerous to health.

17.8 Environmental Laws

The Landlord must comply with all Environmental Laws relating to the Building.

17.9 Occupational Health

The Landlord warrants that to the best of the Landlord's knowledge the Premises conform to and are consistent with all applicable notices and directions of WorkSafe pursuant to the *Occupational Safety and Health Act 1984* (WA) unless they relate to the Tenant's fitout of the Premises or are issued as a result of the Tenant's work or activities.

18. Landlord's Obligations Concerning Services

18.1 Maintenance of Services

The Landlord must maintain the Services in accordance with the Australian Standards applying to the maintenance of building services, including those in existence at the Commencement Date as set out in Schedule 2, so that the Services function properly at all times during Business Hours, except when shut down for maintenance or repairs.

18.2 Maintenance of Air Conditioning Equipment and Lifts

Without limiting the preceding clause, the Landlord must:

- (1) clean, maintain and treat any lifts servicing the Premises:
 - (a) in a proper and adequate manner; and
 - (b) to a suitable working standard and condition;
- (2) ensure that the Air Conditioning Equipment functions in an adequate manner at all times during normal business hours, except when shut down for maintenance or repairs; and
- (3) when asked by the Tenant, provide written information about that cleaning, maintenance, treatment or repairs of any lifts or Air Conditioning Equipment.

18.3 Failure of Services

In the event of Services failure whereby:

- (1) the electrical power supply to the Premises ceases to function properly; or
- (2) the air conditioning system ceases to provide conditioned air to the Premises in accordance with its original design parameters,

for a period of five (5) consecutive Business Days, then except where:

- (3) the Tenant is responsible for the event in paragraphs (1) or (2) above; or
- (4) the Tenant caused or contributed in a material way to the event in paragraphs (1) or (2) : or
- (5) such failure is caused by events beyond the Landlord's reasonable control provided that the Landlord is using its best endeavours (having regard to the nature of the event or failure) to rectify the failure;

then, without prejudice to any other right or remedy the Tenant may have, the Rent and Outgoings are to abate from the later of:

- (6) five (5) Business Days after the relevant event in paragraphs (1) or (2) occurs; and
- (7) one (1) Business Day after the Tenant has given notice to the Landlord that, in the Tenant's reasonable opinion, the relevant event in paragraphs (1) or (2) has occurred;

until the Services referred to in paragraphs (1) or (2) again function properly.

18.4 Landlord's liability

The Landlord will not be held liable for any cost, damage or loss, and neither will the abatement provisions of clause 18.3 apply, if the provision of the relevant Services is

substantially affected by, or substantially controlled by, an action or inaction of an external party or authority, body, union, statute, regulation, or notice issued by any competent Authority, which the Landlord has no direct control over unless it is as a result of the Landlord's negligence or default in relation to the maintenance of, or provision of the Service. In these circumstances, the Landlord will use its best endeavours to ensure the Services are provided, maintained or reinstated within a reasonable period of time.

19. Landlord's General Obligations

19.1 Insurance

The Landlord must insure the Building against damage by fire, storm, tempest and all other usual insurable risks against which a prudent owner would normally insure including risk of damage to plate glass and with provision for the replacement of cracked or broken plate glass.

19.2 Rates and Taxes

The Landlord must by the relevant due date or dates pay all Rates and Taxes and any other Outgoings relating to the Land but excluding any Services which are metered and invoiced directly to the Tenant and in respect of the Premises.

19.3 Smoking

If after the Tenant executes this Lease the Landlord grants a lease or license of premises in the Building, that lease or license must include a provision that the other tenant and that tenant's employees, contractors and agents are prohibited from smoking in or around the Building.

19.4 Grounds

If there are lawns, gardens or other landscaped areas on the Land, the Landlord must properly care for and maintain them.

20. Default and Termination

20.1 Tenant's Default

The Tenant is in default if the Tenant fails to comply with any of the Tenant's obligations under this Lease within 15 Business Days after the Landlord has given the Tenant a written notice specifying the default and requiring it to be remedied (or such period longer than 15 Business Days as the Landlord may specify in the notice under this clause).

20.2 Termination of Lease

- (1) If the Tenant is in default under clause 20.1, the Landlord may give the Tenant a second written notice specifying:

- (a) that the default has not been remedied; and
 - (b) that the Landlord intends to terminate this Lease if the default is not remedied within 10 Business Days of the giving of the second notice.
- (2) If the Tenant:
 - (a) fails to remedy the default following the second written notice from the Landlord under clause 20.2(1); or
 - (b) repudiates this Lease in writing,

the Landlord may by written notice to the Tenant, terminate this Lease on the date that is 2 months after giving the initial notice given under clause 20.1 or on any later date.

20.3 **Interest on Overdue Money**

The Tenant must pay interest to the Landlord on any Rent or other money due to the Landlord and unpaid for 15 Business Days. Interest is to be computed from (and including) the due date for payment until (but not including) the date of actual payment. The rate of interest is to be 2% per annum above the Bank Bills Swap Bid Rate (BBSY) published by Reuters.

20.4 **Essential Terms and Damages**

The parties agree that each of the Tenant's Obligations which are specified in:

- (1) clause 3 (**Rent and Rent Reviews**);
- (2) clause 4 (**Outgoings**);
- (3) clause 7.1 (**Permitted Use**);
- (4) clause 10 (**Legal Obligations**); and
- (5) clause 14 (**Assignment and Subletting**),

are essential terms of this Lease but this clause does not mean or imply that there are no other essential terms in this Lease.

20.5 **Insolvency of Landlord**

If an Insolvency Event occurs in relation to the Landlord, the Tenant may by notice to the Landlord, terminate this Lease on the date that is 30 Business Days after the giving of the notice or on any later date.

20.6 **Tenant may rectify Landlord's Default**

- (1) From the Commencement Date if the Landlord defaults under this Lease and has not remedied the default or taken reasonable steps to remedy it after the Tenant has given the Landlord notice of the default within the reasonable

time frame stated in the notice (which must not be less than 15 Business Days), the Tenant may (without limiting the other rights of the Tenant) itself remedy the default.

- (2) The Landlord must pay the Tenant's reasonable Costs of remedying the default, which include reasonable relocation costs of the Tenant, on demand or those Costs may subject to 20.6(3), at the Tenant's election, be set-off against the Rent and other money payable by the Tenant under this Lease.
- (3) The Tenant's Costs of remedying the default may only be set off against the Rent or other money payable at such times as:
 - (a) such moneys have been expended on paying the Tenant's Costs; and
 - (b) to the extent only that any amount is in dispute, any dispute regarding whether they were entitled to be or were properly expended on paying the Tenant's Costs has been resolved.

21. Termination of Term

21.1 No Redecoration or Make Good

The Landlord acknowledges and agrees that the Tenant is not required to:

- (1) redecorate the Premises at any time during the Term of this Lease, during any Option Period, or upon termination;
- (2) make good the Premises upon termination;
- (3) re-instate the Premises to base building standard and configuration;
- (4) remove any of the Tenant's Property; or
- (5) repair or replace any floor coverings.

21.2 Leave Premises clean and in good repair

On the expiry of the Term or within 15 Business Days after the earlier termination of this Lease, the Tenant must:

- (1) leave the Premises in a clean and tidy condition, good repair, order and condition in accordance with this Lease, fair wear and tear excepted;
- (2) remove its loose items (which means loose desktop items but not loose furniture items such as chairs and desks); and
- (3) if requested by the Landlord, steam clean the carpet in the Premises.

21.3 Removal of Tenant's Property

The Tenant may remove any part of the Tenant's Property from the Premises at any time before termination of this Lease and must repair any damage to the Premises caused by removal of the Tenant's Property.

21.4 Non-removal

- (1) If the Tenant does not remove the Tenant's Property or any part of it before the expiry of the Term or within 15 Business Days after the earlier termination of this Lease, the Landlord must give notice to the Tenant of any Tenant's Property which has not been removed and allow the Tenant access to the Premises for the purpose of removing it within 5 Business Days after the notice is given.
- (2) If any of the Tenant's Property comprising loose furniture has not been removed within that time, the Landlord will treat that loose furniture as if it has become the Landlord's Property and deal with it in a manner it considers appropriate.

22. Damage and Destruction

22.1 Definitions

In this clause 22:

- (1) "**abatement notice**" means a notice given under clause 22.2(1);
- (2) "**abatement period**" means the period starting on the date that the Tenant gives the Landlord the abatement notice and ending on the day that the Premises are reinstated or otherwise made fit for the Tenant's occupation and use and fully accessible;
- (3) "**reinstatement notice**" means a notice given by the Landlord to the Tenant of the Landlord's intention to carry out the reinstatement works; and
- (4) "**reinstatement works**" means the work necessary to:
 - (a) reinstate the Premises; and
 - (b) make the Premises fit for occupation and use and accessible by the Tenant.

22.2 Abatement

- (1) If at any time:
 - (a) the Premises are wholly or partly unfit for occupation and use by the Tenant; or

- (b) access to the Premises is either wholly or partly interfered with having regard to the nature and location of the Premises and the normal means of access to them;

as a result of:

- (c) destruction or damage;
- (d) the presence of or the removal of asbestos;
- (e) the existence of bacteria of a type or in a quantity harmful to the health of persons in the Premises (other than bacteria caused by the Tenant); or
- (f) construction, rebuilding or alteration of the Premises, the Building, or any adjoining building owned or partly owned by the Landlord,

then the Tenant may notify the Landlord of the relevant event and the parts of the Premises affected and the extent to which they are affected and the Rent and Outgoings payable by the Tenant are to abate, in whole or in part according to the circumstances, during the abatement period.

- (2) If clause 22.2(1) applies, the remedies for:

- (a) recovery of the Rent, Outgoings and any other money or a proportionate part falling due after the damage or destruction; or
- (b) enforcement of the obligation to repair and maintain;

are suspended in whole or in part during the abatement period.

22.3 Tenant May Terminate

If clause 22.2(1) applies, then at any time after 2 months from the date the abatement notice was given by the Tenant to the Landlord, the Tenant may terminate this Lease by notice to the Landlord unless the Landlord has within that period of 2 months:

- (1) given the Tenant a reinstatement notice; and
- (2) diligently started to carry out the reinstatement works.

22.4 Tenant May Terminate

If the Landlord gives a reinstatement notice to the Tenant and does not commence the reinstatement works within a reasonable time the Tenant may terminate this Lease by giving not less than 1 months' notice to the Landlord and, at the expiration of the notice period, this Lease terminates.

23. Costs and Expenses

23.1 Costs and Expenses arising on Default

A party who is in default must pay to or reimburse the other party on demand the amount of all Costs (including legal Costs) on a full indemnity basis arising as a result of enforcing any right under this Lease including giving a notice under section 81 of the *Property Law Act 1969* (WA).

23.2 Other Costs and Expenses

Unless otherwise stated in this Lease, each party will pay its own Costs (including legal Costs) in connection with this Lease or anything done or to be done under this Lease.

23.3 Duties and Fees

The Tenant must pay or reimburse the Landlord on demand the amount of all duty and fees including registration fees in accordance with clause 23.2 (but not including fines and penalties not attributable to the Tenant) payable in connection with this Lease.

24. Dispute Resolution

24.1 Negotiation

- (1) If there is a dispute or difference arising out of or in connection with this Lease, then within 15 Business Days of a party notifying the other party in writing of the dispute or difference, a representative from each party must meet and use all reasonable endeavours acting reasonably to resolve the dispute or difference by joint discussions.
- (2) The meeting of the representative from each party will be without prejudice except to the extent of any agreements made, recorded and signed by the attendees.

24.2 Independent expert

- (1) If a dispute or difference arising out of or in connection with this Lease is unable to be resolved in accordance with clause 24.1, at the request of either the Landlord or the Tenant the dispute or difference is to be determined:
 - (a) in the case of a financial or accounting matter, by a practising chartered accountant who is a member of The Institute of Chartered Accountants of Australia (WA Division) appointed for that purpose by the then President of that body;
 - (b) in the case of a construction matter, by a member of Engineers Australia (WA Division) appointed for that purpose by the then President of that body;
 - (c) in any other case, a qualified person appointed by the senior officer for the time being of an appropriate association, institution, society or

board agreed upon by the Landlord and the Tenant (and failing agreement within 3 Business Days then as appointed by the then President of The Law Society of Western Australia (Inc) at the request of either the Landlord or the Tenant).

- (2) If a dispute or difference needs to be resolved under this clause 24.2 and it relates to more than one area of expertise, the parties may agree to the appointment of a panel of independent experts which represents the appropriate skills in accordance with clause 24.2(1).
- (3) In making a determination, the appointed person must act as an expert and not as an arbitrator.
- (4) The appointed person must make a written determination containing reasons as soon as possible after appointment, but must give each party the opportunity to make written submissions and give consideration to any submissions made.
- (5) The cost of the determination must be paid by both parties in equal shares unless otherwise decided by the appointed person.
- (6) The decision of the appointed person will be final and binding on the parties except in the case of manifest error or where either party has not been provided with a fair opportunity to make submissions in relation to the matter in issue.
- (7) For the avoidance of doubt the parties acknowledge that matters of law cannot be made the subject of dispute resolution pursuant to this clause and the parties are entitled to pursue their legal rights in respect of such matters without reference to this clause.

24.3 Continuation of rights and obligations

Despite the existence of a dispute or difference each party must continue to perform its obligations under this Lease.

25. Notices

25.1 Giving of notice

Any notice, or other communication including any request, demand, consent or approval to or by a party under this Lease:

- (1) must be in writing;
- (2) must be addressed to a party and may be delivered by courier, mailed by registered post or faxed, in accordance with the details set out in Item 14 of the Information Table or any other address notified by a party to the other;
- (3) must be signed by a person authorised by the sender or signed by a solicitor on behalf of the sender; and

- (4) will be treated as having been given by the sender and received by or served on the addressee:
- (a) if by delivery in person - when delivered to the addressee;
 - (b) on the day which is the fifth Business Day after the date of posting – where posted by registered post within Australia to an address within Australia;
 - (c) on the day which is the eighth Business Day after the date of posting - where posted by air mail registered post from a place within Australia to an address outside Australia or posted from a place outside Australia to an address within Australia; and
 - (d) by facsimile transmission – on the date of transmission where a transmission report is produced by the facsimile machine by which the facsimile message was transmitted which indicates that the facsimile message was transmitted in its entirety to the facsimile number of the recipient,

but if the transmission (in the case of facsimile) is on a day which is not a Business Day or is after 5:00pm (addressee's time) it will be treated as having been duly given on the succeeding Business Day at 9:00am.

25.2 Cessation of facsimile transmission

If transmission of business correspondence and legal notices by facsimile becomes obsolete or falls out of use generally and a party notifies the other party to that effect, the provisions of this clause 25 relating to service of notices by facsimile ceases to apply.

26. General

26.1 Right of set off

- (1) The Tenant may set-off against any Rent and other amounts payable by the Tenant under this Lease any amount payable to the Tenant by the Landlord pursuant to any agreement in place between the Landlord and the Tenant. If the amount payable to the Tenant is unascertained, the Tenant may in good faith estimate that amount and set-off in respect of the estimate, subject to the Tenant accounting to the Landlord when that amount is ascertained.
- (2) Clause 26.1(1) is without prejudice to any other right (other than set-off) to which the Tenant is at any time otherwise entitled (whether by operation of Law, contract or otherwise).

26.2 Registration

- (1) If required by the Tenant:

- (a) this Lease is to be registered on the title to the Land at the Tenant's cost; and
 - (b) the Landlord must do everything required of the Landlord to enable this Lease to be registered as soon as reasonably possible after the Commencement Date.
- (2) The Tenant may lodge a subject to claim caveat in respect of the Premises in relation to the Tenant's interests under this Lease, but must withdraw that caveat after the Tenant has ceased to have any interest in the Premises under this Lease.

26.3 Severance

- (1) If any part of this Lease is, or becomes, void or unenforceable, that part is, or will be, severed from this Lease so 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.
- (2) Clause 26.3(1) has no effect if the severance alters the substance of this Lease or is contrary to public policy.

26.4 Accrued rights

The termination of this Lease (including by way of forfeiture) does not affect the rights or remedies of either party against the other party in relation to a breach of this Lease by a party before the termination of this Lease.

26.5 Cumulative Rights

The rights, powers, authorities, discretions and remedies arising out of or under this Lease are cumulative and do not exclude any other right, power, authority, discretion or remedy of a party.

26.6 Proper Law and jurisdiction

- (1) This Lease is governed by, and to be interpreted in accordance with, the Laws in force in Western Australia.
- (2) Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts having jurisdiction in Western Australia and courts of appeal from them.
- (3) Without preventing any other mode of service, any document in an action (including any writ of summons or other originating process or any third or other party notice) may be served on any party by being delivered to or left for that party at its address for service of notices under clause 25.

26.7 Waiver and estoppel

- (1) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power, or remedy under any Law

or under this Lease by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided under any Law or under this Lease.

- (2) A waiver given by a party under this Lease is only effective and binding on that party if it is given or confirmed in writing by that party.
- (3) No course of dealings between the parties removes the requirement under clause 26.7(2) that a waiver must be in writing to be effective and binding upon the parties.
- (4) No waiver of a breach of a term of this Lease operates as a waiver of any other breach of that term or of a breach of any other term of this Lease.

26.8 Further Assurance

Each party must do all things and execute all further documents necessary to give full effect to this Lease and the transactions provided for by this Lease.

26.9 Variation

This Lease must not be changed or modified in any way subsequent to its execution except in writing by the parties.

26.10 Entire Agreement

This Lease supersedes all previous agreements in respect of its subject matter and embodies the entire agreement between the parties with respect to the subject matter of this Lease.

26.11 Continuing Application of Provisions

To the extent that the provisions of this Lease confer rights and impose obligations on the parties in respect of matters occurring after termination of this Lease, those provisions will survive and not merge in termination, and will continue to apply and remain in full force and effect for the benefit of the parties according to their terms.

26.12 Non-merger

The warranties, undertakings and indemnities in this Lease will continue in full force and effect until the respective rights and obligations of the parties have been fully performed and satisfied.

26.13 Relationship of the parties

- (1) Nothing in this Lease gives a party authority to bind the other party in any way.
- (2) Neither this Lease, nor the relationship created by it, is intended to create, and will not be construed as creating any partnership or joint venture or fiduciary relationship, as between the parties.

26.14 **Supervening legislation**

Any present or future legislation which operates to vary the obligations of a party under this Lease with the result that another party's rights, powers or remedies are adversely affected (including by way of delay or postponement) is excluded except to the extent that its exclusion is prohibited or rendered ineffective by Law.

26.15 **Time of the Essence**

Time is of the essence in relation to the rights and obligations set out in this Agreement.

27. **GST**

27.1 **Definitions**

In this Lease:

- (1) **"GST"** has the meaning given in section 195-1 of the GST Act;
- (2) **"GST Act"** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (3) **"Input Tax Credit"** has the meaning given in section 195-1 of the GST Act;
- (4) **"Primary Payment"** means any payment (including any reimbursement or payment under an indemnity) by the Tenant to the Landlord under this Lease;
- (5) **"Taxable Supply"** has the meaning given in section 195-1 of the GST Act; and
- (6) **"Tax Invoice"** has the meaning given in section 195-1 of the GST Act and in the *A New Tax System (Goods and Services Tax) Regulations 1999* (Cth).

27.2 **Payments exclusive of GST**

The amount of all Primary Payments specified in this Lease is exclusive of GST.

27.3 **Primary Payment Increased**

If GST is payable by the Landlord in respect of a Primary Payment or any part in connection with a Taxable Supply provided under this Lease:

- (1) the Primary Payment is increased by an amount equal to the applicable GST; and
- (2) subject to the Landlord complying with clause 27.7, the Tenant must pay the amount of the increase in the same manner and on the same date as the Tenant is required to pay the Primary Payment.

27.4 **Adjustment**

If a party is entitled to be reimbursed or indemnified by another party for costs or expenses, the reimbursement or indemnity payment is to be reduced by the amount (or corresponding proportion) of the Input Tax Credits available to the party (or its representative member) in respect of these costs and then increased by any applicable GST payable under clause 27.3.

27.5 **Adjustment Event**

If an adjustment event arises in respect of a taxable supply made by the Landlord under this Lease, the additional amount payable on account of GST under this clause 27 will be recalculated to reflect the adjustment event and a payment will be made by the Tenant to the Landlord or the Landlord to the Tenant as the case requires. The Landlord must provide an adjustment note at the same time the adjustment occurs.

27.6 **Non Monetary Consideration**

If the consideration (or part of it) for a Taxable Supply provided by the Tenant to the Landlord is not expressed as an amount of money, the Tenant must pay to the Landlord an additional amount equal to the GST exclusive market value of that consideration multiplied by the GST rate at the same time the consideration (or part of it) is provided subject to the receipt of a Tax Invoice.

27.7 **Tax Invoice**

If a Primary Payment is to be increased to account for GST under clause 27.3 the Landlord must, by the date on which the increased Primary Payment is to be paid, issue a Tax Invoice to the Tenant.

28. **Option to Extend**

28.1 **First Option Period**

If a period is stated in Item 6(1) of the Information Table ("**First Option Period**") the Tenant has the option to extend this Lease for the First Option Period, if the Tenant is not in default under this Lease (written notice of which default has been given to the Tenant) when the option is exercised. This option may be exercised by the Tenant notifying the Landlord in writing that the Tenant wants to extend this Lease for that period at least 3 months before the Expiry Date.

28.2 **Second Option Period**

If a period is stated in Item 6(2) of the Information Table ("**Second Option Period**") the Tenant has the option to extend this Lease for the Second Option Period, if the Tenant is not in default under this Lease (written notice of which default has been given to the Tenant) as extended when the option is exercised. This option may be exercised by the Tenant notifying the Landlord in writing that the Tenant wants to extend this Lease for that period at least 3 months before the last day of the First Option Period.

28.3 **Third Option Period**

If a period is stated in Item 6(3) of the Information Table ("**Third Option Period**") the Tenant has the option to extend this Lease for the Third Option Period, if the Tenant is not in default under this Lease (written notice of which default has been given to the Tenant) as extended when the option is exercised. This option may be exercised by the Tenant notifying the Landlord in writing that the Tenant wants to extend this Lease for that period at least 3 months before the last day of the Second Option Period.

28.4 **Terms and Conditions**

If this Lease is extended under clause 28.1 all the provisions of this Lease continue to apply, except the option in clause 28.1. If this Lease is further extended under clause 28.2 all the provisions of this Lease continue to apply, except the options in clauses 28.1 and 28.2. If this Lease is further extended under clause 28.3, all the provisions of this Lease continue to apply, except the options in clauses 28.1, 28.2 and 28.3.

28.5 **Rent During Option Term**

The rent payable by the Tenant from the beginning of any extended term of this Lease is to be the same rent payable immediately before the date of commencement of the extended term unless that date is a Review Date, in which case the rent is to be reviewed with effect from that date in accordance with this Lease, and the rent is subject to further review during the extended term as provided in this Lease.

29. **Not used**

30. **Not used**

31. **Additional Provisions**

The special terms, covenants and conditions (if any) set out in Item 15 of the Information Table ("**Additional Provisions**") are deemed to be incorporated into this Lease as if fully set out in the body of this Lease and, in the event of there being any inconsistency with the terms, covenants and conditions contained in the body of this Lease, then the Additional Provisions prevail.

Schedule 1

Definition of "Outgoings"

Outgoings means the total of all amounts properly and reasonably paid or payable by the Landlord in respect of an Accounting Year in connection with:

- (1) Rates and Taxes in respect of the Land;
- (2) premiums and any other costs or expenses relating to any insurance which the Landlord reasonably takes out in connection with the Building;
- (3) the appointment of a managing agent for the management of the Building (except to the extent that the amounts payable to the managing agent exceed 3% of the net Rent payable under this Lease during the relevant Accounting Year) provided that if the Landlord self-manages the Building, no management fee will be payable by the Tenant;
- (4) administration and operation of the Building including the auditing of statements relating to the Outgoings;
- (5) cleaning the Common Areas and keeping them free of waste and vermin and pests;
- (6) gardening and maintenance of the landscaping of the Common Areas;
- (7) supplying Services to the Building, except Services which are separately metered and charged to the person to whom they are supplied;
- (8) maintaining and repairing the Building and plant and equipment in the Building, including the cost of spare or replacement parts which are needed for maintenance and repair and including the cleaning of exterior windows;
- (9) security and safety for the Building and all persons using the Building, including providing fire protection equipment and all types of alarms;
- (10) cleaning, maintaining and repairing car parking areas, toilets, rest rooms, and similar other public amenities in the Building;

The Outgoings do not include any capital costs (including the replacement of parts, except for minor replacements required in the course of normal maintenance and repair), any expenditure for structural work or any sinking fund.

Schedule 2
Australian Standards

NO.	DESCRIPTION
AS 1851 - 2005	Maintenance of Fire Protection Systems and Equipment
AS 1905.1 - 2005	Components for the Protection of Openings in Fire Resistant Walls
AS 1905.2 - 2005	Components for the Protection of Openings in Fire Resistant Walls - Fire Resistant Roller Shutters
AS 2293.2 - 1995	Emergency Evacuation Lighting in Buildings Part 2 – Inspection and Maintenance
AS 2220 - 1978	Evacuation Warning and Intercommunication System in Buildings
AS 2467 - 1981	Maintenance of Electrical Switchgear
AS 2676.1 & 2 - 1992	Guide to the Installation, Maintenance, Testing and Replacement of Secondary Batteries in Buildings
AS 3666.2 - 2002	Air-Handling and Water systems of Buildings – Microbial Control Part 2: Operation and Maintenance
HB 40.1 2001	The Australia Refrigeration and Air Conditioning Code of Good Practice
AS/NZS 3760: 2003 plus Amendment 1 2005	Inservice Safety Inspection and Testing of Electrical Equipment

Schedule 3

Modification applying to this Lease on assignment to a Non-Government Tenant

The following additional clauses apply, from the effective date of the relevant assignment, if this Lease is assigned to any person other than a Government Tenant:

1. Change in Ownership of Shares in Company

- (1) If the Tenant is a company, any change in the persons who beneficially own or control a majority of the company's voting shares at the date of this Lease constitutes an assignment of this Lease.
- (2) The Tenant is in breach of clause 14.1 unless the Tenant obtains the Landlord's prior consent to the change in shareholding.
- (3) This clause does not apply if the Tenant is a corporation whose voting shares are listed on the Australian Stock Exchange or if at least 80% of its voting shares are owned by another company whose voting shares are so listed.

2. Public Risk and Plate Glass Insurance

The Tenant must keep current:

- (1) an adequate public risk insurance policy relating to the Tenant's use of the Premises and the Common Areas for a minimum of \$20,000,000.00 or a greater sum if reasonably nominated by the Landlord by 1 months' notice;
- (2) an adequate policy covering any windows, doors, plate glass and any display showcases forming part of or in the Premises for the full insurable reinstatement cost; and
- (3) insurance for the Tenant's Property (including insurance for burglary) and any insurance required by Law as a result of the Tenant's use of the Premises, including a policy of employer's indemnity in relation to any employees working in the Premises.

3. Tenant's Insurances

The Tenant must ensure that all policies of insurance required to be effected by the Tenant under this clause:

- (1) are taken out with an insurer approved by the Landlord;
- (2) are for an amount, cover risks and contain conditions which are acceptable to the Landlord (acting reasonably);
- (3) have no unusual exclusions, endorsements or alterations unless first approved by the Landlord; and

- (4) (in respect of the insurance referred to in subclauses (1) and (2) of clause 3 of this Schedule 3) are taken out in the name of the Tenant and noting the interest of the Landlord.

4. Payment and Production of Insurance Policies

- (1) The Tenant must promptly pay all premiums and other money payable in respect of the Tenant's insurances.
- (2) The Tenant must give the Landlord a copy of the policy and a certificate of currency for the insurance which the Tenant is required to effect under this clause whenever the insurance is taken out and a copy of the receipt for the latest premium payable whenever the Landlord requests.

EXECUTED as a Deed.

THE COMMON SEAL of)
SHIRE OF HALLS CREEK)
was hereunto affixed in the)
presence of:)

_____ President

_____ Chief Executive Officer

SIGNED for and on behalf of the **MINISTER**)
FOR WORKS by Vladimir Mrdak, General)
Manager for the time being of the Department)
of Finance acting under delegated authority)
pursuant to Section 5A of the **Public Works**)
Act 1902 in the presence of:)

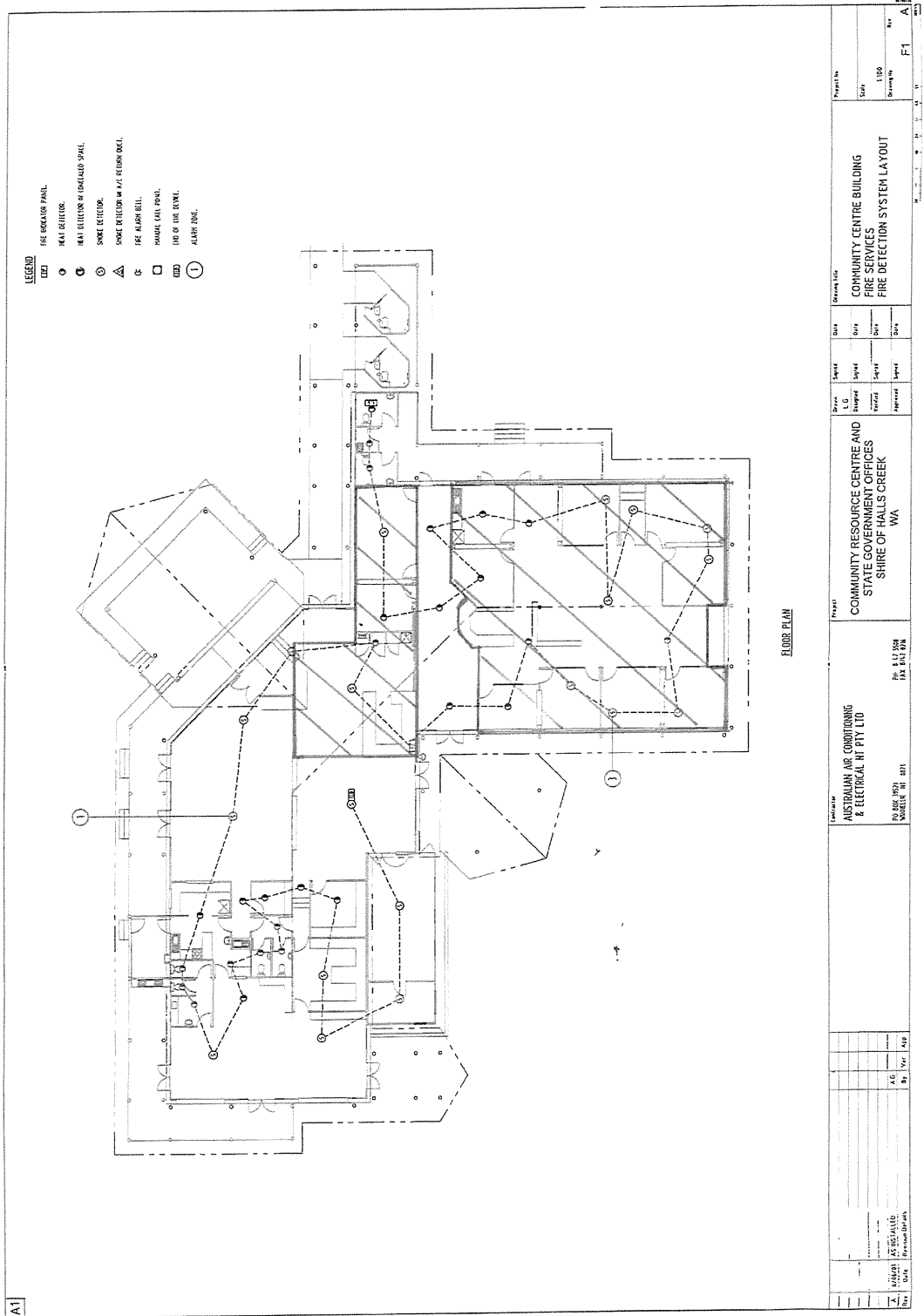
Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Occupation of Witness (Block Letters)

Premises Plan



ATTESTATION SHEET

Dated this

day of

in the year

LESSOR/LESSORS SIGN HERE (NOTE 9)

LESSEE/LESSEES SIGN HERE (NOTE 9)

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 initialled 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. ENCUMBRANCES

To be identified by nature and number, if none show "nil".

3. LESSOR

State full name and address of Lessor(s) and the address(es) to which future notices can be sent.

4. LESSEE

State full name and address of Lessee(s) and the address(es) to which future notices can be sent.

5. TERM OF LEASE

Term to be stated in years, months and days.

Commencement date to be date, month and year. 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. RENTAL

State amount in words.

8. PAYMENT TERMS

State terms of payment. Eg, by instalments of \$..... payable on the day of each month/the months of in each year, commencing with a payment of \$..... on or before the day of/execution of this lease by the Lessee.

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 State Solicitor's Office

ADDRESS 28 Barrack Street Perth

PHONE No. 9264 1888

FAX No. 9322 7011

REFERENCE No. 4743-20

ISSUING BOX No. 59N

PREPARED BY State Solicitor's Office

ADDRESS 28 Barrack Street Perth

PHONE No. 9264 1888

FAX No. 9322 7011

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.

9.2 HEALTH & REGULATORY SERVICES

9.2.1 Application to lease land for a Global Navigation Satellite System Ground Station

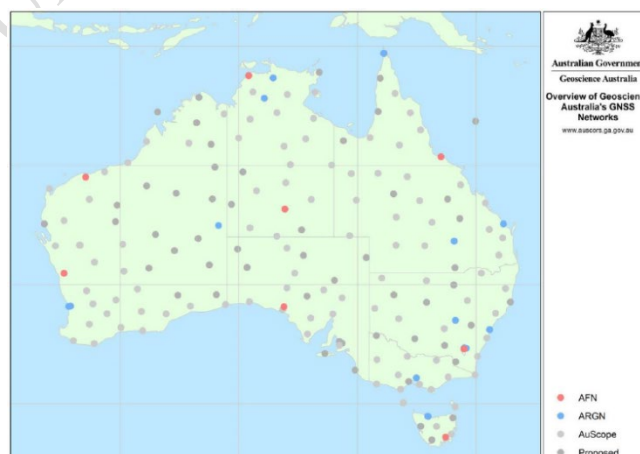
ITEM NUMBER:	9.2.1
REPORTING OFFICER:	Musa Mono, Director Health & Regulatory Services
SENIOR OFFICER	Noel Mason, Chief Executive Officer
MEETING DATE:	15 April 2021
DISCLOSURE OF INTEREST:	Nil

1.0 Matter for Consideration

- 1.1 Council to consider an application from Geoscience Australia (GA) to lease 1600m² of land at 61 Stan Tremlett Drive (Lot 9005 on P069970 – Airport Land) for the construction of a Global Navigation Satellite System (GNSS) Ground Station.

2.0 Background

- 2.1 Geoscience Australia, an agency in the Commonwealth Government of Australia is working on a program, Positioning Australia, which aims to “establish a coordinated national network that provides instant, accurate and reliable positioning data to all Australians”. According to the information pack supplied by Geoscience Australia, ‘Data from GNSS ground stations throughout the country will provide Australians with positioning information improved from the current 5-10m accuracy to 3-5cm, within areas of mobile coverage and 10cm everywhere else on land and sea.’ To achieve this, Geoscience Australia is upgrading 130 existing GNSS ground stations and establishing 170 new sites, including Halls Creek.



- 2.2 A GNSS ground station requires an area of 40 x40m (1,600m²) and the equipment in the station is described in appendix 2 as consisting of:

- a 1.5m high concrete pillar upon which a GNSS antenna is mounted
- The antenna only receives data it does not transmit

- 2m x 3m (approximate) concrete slab to mount the cabinets and equipment
- Up to 2 field cabinets to house the equipment and electronics such as batteries, recorders, networking and communications devices
- A GNSS antenna and receiver which together receive, process and store signals from satellites (e.g. the US GPS satellite systems) to calculate position coordinates
- Trenching for underground cabling to connect the various components of the site
- Solar panels to provide power and VSAT dish for communications
- A pole up to 3m tall for mounting telecommunications, meteorological sensors and/or lightning protection.



Standard GNSS ground station (*Geoscience Australia*)

- 2.3 In order to densify the network of existing GNSS ground stations and ensure adequate coverage over the whole of Australia, new site locations have been predetermined based on a grid of stations at a nominal separation of 200-300km. The Halls Creek area currently represents a gap in the network in Western Australia and as such Geoscience Australia is seeking support and assistance to establish a new ground station in the region.
- 2.4 The proposed tenure of the lease is twenty (20) years, two (2) terms of ten (10) year leases.

3.0 Comments

- 3.1 Geoscience Australia, being a not-for-profit organisation is seeking a peppercorn lease, reiterating in their literature that the GNSS ground station they wish to establish is for the benefit of all Australians.
- 3.2 Precise positioning capability will deliver increased productivity, improve community safety and allow for further innovation. Access to this data has

the potential to provide a huge range of benefits to the everyday life, from assisting land rangers in managing their land, improving mining and infrastructure management, land-use planning, tracking personnel and equipment for safer construction to coordinating emergency service rescue efforts.

Improved satellite positioning technology will allow for greater navigational accuracy for aircraft flying into rural and regional areas, such as the Royal Flying Doctor Service fleet. Through precise positioning, search and rescue and medical services will be able to land in remote areas with more certainty, even during extremely low visibility, this will significantly increase access to services and provide improved patient outcomes for those living in remote areas.

- 3.3 The proposed lease area, Site 2, was leased to the Bureau of Meteorology, on a 5-year lease from September 2013. This BOM lease has expired and has not been renewed. Leases on the Certificate of Title are:

- A portion of the lot to Western Power Corporation, and
- A portion of the lot to Air Services Australia (Appendix 9.2.1A, 9.2.1B and 9.2.1C)

- 3.4 The Heads of Agreement proposes a lease start date of 1 October 2020. Since this date has passed, it is proposed that the lease commences on 1 June 2021, ending on 31 May 2041. (Appendix 9.2.1D)

4.0 Statutory Environment

4.1 Local Government Act 1995

3.58. Disposing of property

- (1) *In this section —*
dispose includes to sell, lease, or otherwise dispose of, whether absolutely or not;
property includes the whole or any part of the interest of a local government in property, but does not include money.
- (2) *Except as stated in this section, a local government can only dispose of property to —*
(a) *the highest bidder at public auction; or*
(b) *the person who at public tender called by the local government makes what is, in the opinion of the local government, the most acceptable tender, whether or not it is the highest tender.*
- (3) *A local government can dispose of property other than under subsection (2) if, before agreeing to dispose of the property —*
(a) *it gives local public notice of the proposed disposition —*
(i) *describing the property concerned; and*
(ii) *giving details of the proposed disposition; and*
(iii) *inviting submissions to be made to the local government before a date to be specified in the notice, being a date not less than 2 weeks after the notice is first given;*
and
(b) *it considers any submissions made to it before the date specified in the notice and, if its decision is made by the council or a*

committee, the decision and the reasons for it are recorded in the minutes of the meeting at which the decision was made.

- (4) *The details of a proposed disposition that are required by subsection (3)(a)(ii) include —*
- (a) the names of all other parties concerned; and*
 - (b) the consideration to be received by the local government for the disposition; and*
 - (c) the market value of the disposition —*
 - (i) as ascertained by a valuation carried out not more than 6 months before the proposed disposition; or*
 - (ii) as declared by a resolution of the local government on the basis of a valuation carried out more than 6 months before the proposed disposition that the local government believes to be a true indication of the value at the time of the proposed disposition.*
- (5) *This section does not apply to —*
- (a) a disposition of an interest in land under the [Land Administration Act 1997](#) section 189 or 190; or*
 - (b) a disposition of property in the course of carrying on a trading undertaking as defined in section 3.59; or*
 - (c) anything that the local government provides to a particular person, for a fee or otherwise, in the performance of a function that it has under any written law; or*
 - (d) any other disposition that is excluded by regulations from the application of this section.*

4.2 Local Government (Functions and General) Regulations 1995 –

Reg 30 – Dispositions of property excluded from Act S.3.58

- (c) the land is disposed of to —*
- (i) the Crown in right of the State or the Commonwealth; or*
 - (ii) a department, agency, or instrumentality of the Crown in right of the State or the Commonwealth; or*
 - (iii) another local government or a regional local government;*

Since the proposed lease is to the Crown in the right of the Commonwealth, the lease arrangement is exempt from the provisions of s.3.58 of the Local Government Act 1995.

5.0 Strategic Implications

5.1 Objective:

1. Social: Vibrant and connected communities. We support cultural and language diversity.

5.2 Outcome:

Social - 1.3 Improved access to communication technology, training and revitalization of Community Resource Centres

5.3 Strategy:

Social - 1.3.1 Advocate for improved telecommunication/ information services in both the town and remote Strategy communities with service providers and government

6.0 Policy Implications

Nil.

7.0 Financial Implications

- 7.1 GA is proposing a peppercorn lease at the rate of \$0.05 per month, paid only when invoiced by the Shire. Raising an invoice to GA will cost the Shire much more, especially if done monthly. This report proposes an annual lease of \$1.00 per annum, with invoices raised annually to satisfy the legal requirements of the lease.
- 7.2 GA will pay the Shire's legal costs in relation to the preparation, review, negotiation, executive and registration of the lease to an amount not exceeding \$2,000 (including GST).

8.0 Sustainability Implications

- 8.1 Environmental
There are no significant identifiable environmental impacts arising from adoption of the officer's recommendation.
- 8.2 Economic
There are no significant identifiable economic impacts arising from adoption of the officer's recommendation.
- 8.3 Social
There are no significant identifiable social impacts arising from adoption of the officer's recommendation.

9.0 Risk

- 9.1 Council could insist on GA leasing the site at commercial rates. This would increase the income earned from commercial leases on the Airport Lot. However, there is a reputational risk in that the Shire may be seen to be failing to accommodate a service designed to be for the benefit of all Australians at no cost.

Reputational Risk

Event Likelihood / Impact Matrix			
Likelihood (refer Potential Risk Likelihood Guide)	Impact (refer Potential Risk Impact Guide)		
	Minor	Medium	High
Low (unlikely)	1	2	3
Moderate (likely)	2	4	6
High (very likely)	3	[6]	9

Possible responses to the raw risk score vary depending on the level of risk (low, moderate or high). Possible actions are:

Table 9.2 Guide to quantifying risk

Risk	Reputational Risk
Low Risk	
a risk / activity with a score of 2 or less	N/A
Moderate Risk	
a risk / activity with a score between 3 or 4 more is moderate risk	N/A
High Risk	
a risk activity with a score of 6 or more is a high risk	eliminate the risk by not performing the function
Risk Control Measure	Council to disregard the value of the land and lease it on a peppercorn basis.

- 9.2 A peppercorn lease on the other hand is a financial risk, with potential loss of revenue from commercial leasing of airport land. At 11.00/m² the annual rent would be \$17,600 at commercial rates, calculated from the 2016/17 Valuations.

Financial Risk

Event Likelihood / Impact Matrix			
Likelihood (refer Potential Risk Likelihood Guide)	Impact (refer Potential Risk Impact Guide)		
	Minor	Medium	High
Low (unlikely)	1	2	3
Moderate (likely)	[2]	4	6
High (very likely)	3	6	9

Possible responses to the raw risk score vary depending on the level of risk (low, moderate or high). Possible actions are:

Table 9.2 Guide to quantifying risk

Risk	
Low Risk	
a risk / activity with a score of 2 or less	accept the risk & not take action
Moderate Risk	
a risk / activity with a score between 3 or 4 more is moderate risk	N/A
High Risk	
a risk activity with a score of 6 or more is a high risk	Choose an item.
Risk Control Measure	Accept the loss of revenue caused by peppercorn lease.

- 9.3 The lease of land for any purpose always raises community interest. In accordance with Shire procedure A11, Community Consultation and Communication, this application would rate as a Level B - Information Only Advice. Council advertising for the purpose of informing the public and community would be appropriate.

Information Risk - lack of information on project - would create reputational risk in terms of informing community.

Event Likelihood / Impact Matrix			
Likelihood (refer Potential Risk Likelihood Guide)	Impact (refer Potential Risk Impact Guide)		
	Minor	Medium	High
Low (unlikely)	1	2	3
Moderate (likely)	[2]	4	6
High (very likely)	3	6	9

Local advertising indicating that Shire not obliged to advertise the Disposal of Land, since the proposed lease is to the Crown and the lease arrangement is exempt from the provisions of s.3.58 of the Local Government Act 1995.

Possible responses to the raw risk score vary depending on the level of risk (low, moderate or high). Possible actions are:

Table 9.2 Guide to quantifying risk

Risk	
Low Risk	
a risk / activity with a score of 2 or less	manage by routine procedures
Moderate Risk	
a risk / activity with a score between 3 or 4 more is moderate risk	N/A
High Risk	
a risk activity with a score of 6 or more is a high risk	N/A
Risk Control Measure	Advertise information on various Shire mediums

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OFFICER RECOMMENDATION/COUNCIL RESOLUTION: 2021/033

Moved: Cr Chris Loessl

Seconded: Cr Patricia McKay

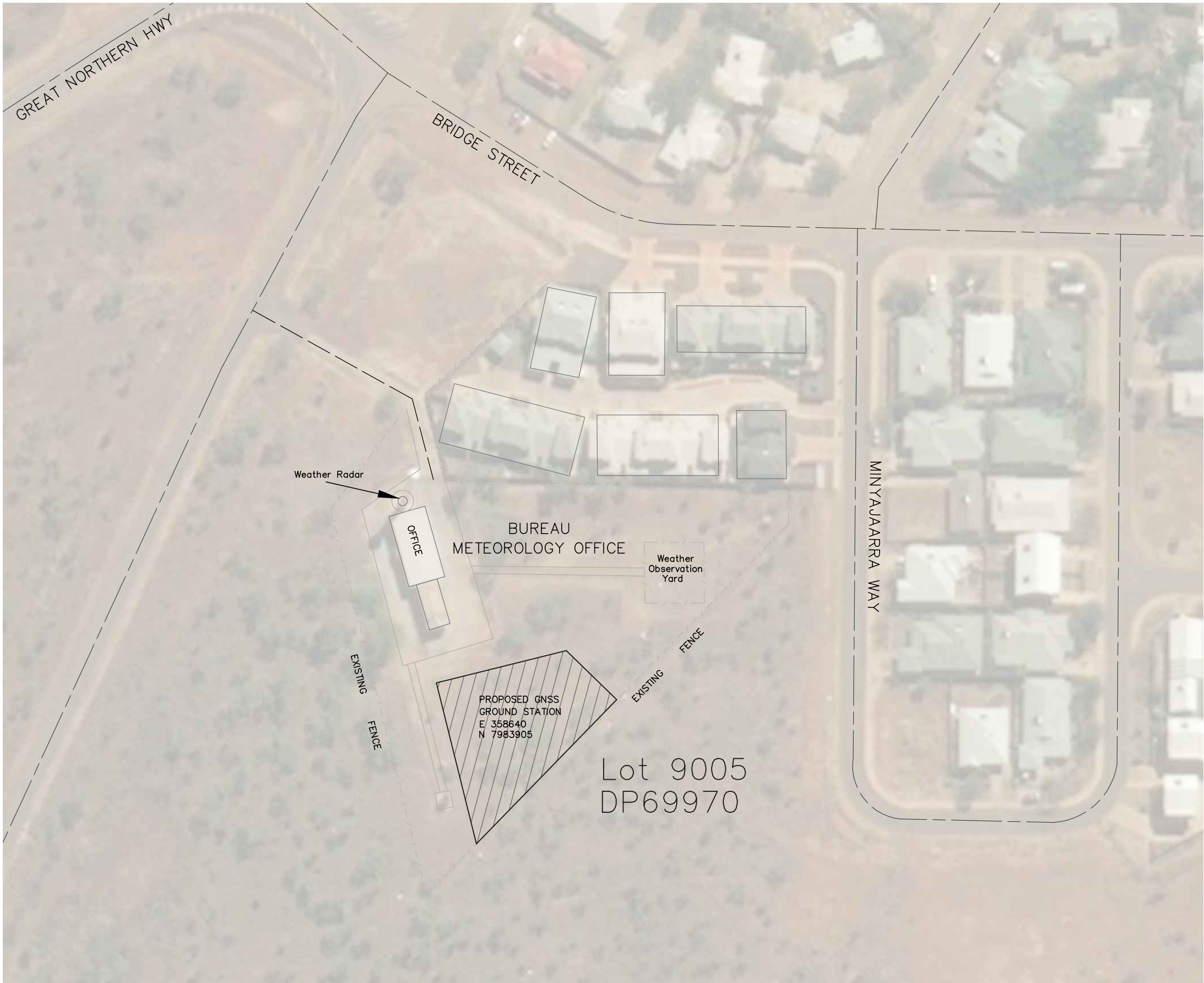
That:

- 1. Council resolves to lease the portion of Land on Lot 9005 DP 69970 as shown in Appendix 1 to Geoscience Australia, in accordance with Section 3.58 (Disposing of Property) of the *Local Government Act 1995* as read with Reg 30 of the *Local Government (Functions and General) Regulations 1996*.**
- 2. The lease to include**
 - (a) An initial ten (10) year lease period, plus an option of a 10-year extension at the Council's discretion;**
 - (b) Lessee to be responsible for the cost of lease preparation, utilities and all maintenance.**
- 3. Shire advertise the lease of the land and purpose for Community Information as per procedure (APOG) A11 Community Consultation and Communication.**
- 4. Delegate execution of the lease and affix the common seal of the Shire of Halls Creek by the President and the Chief Executive Officer to the relevant documentation as specified in point 1 above as per Delegation 1.1 – Preparation and Execution of Documents of the Shire of Halls Creek Delegations Register 2020.**

CARRIED 5/0

NOTE: Cr Patricia McKay declared an impartial interest in item 9.3.1 and left the room at 5.07pm.

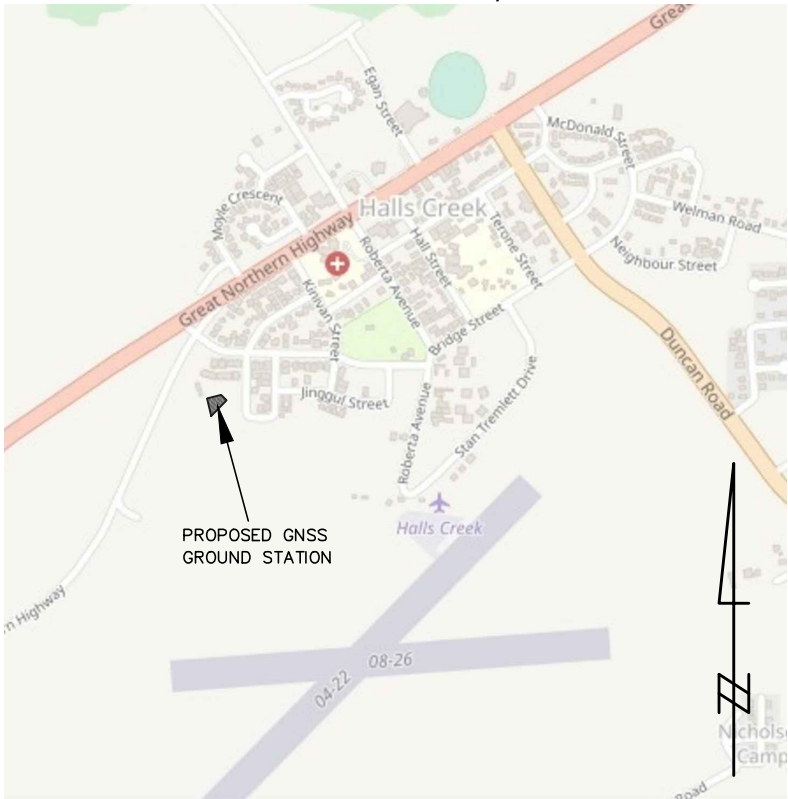
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NOTES:

- 1) All dimensions shown on this plan are approximate only and may be subject to change.
- 2) Subject title boundary, easements or surrounding parcels have not been shown in this plan and have not been confirmed on site. The proposed Lease area is intended to be entirely within the subject lot, but the location should be confirmed at the time of lease survey or prior to construction.
- 3) Features have been digitized from imagery for the purpose of indicating the position of the proposed site and access only, and may not accurately represent the position relative to the property boundary or other features.
- 4) This is not a complete site plan. Other features or services may exist onsite and have not been shown here.

TOWN OVERVIEW - HALLS CREEK, WA



						© Commonwealth of Australia (Geoscience Australia) 2020	<div>UNLESS OTHERWISE NOTED</div> <div>DIMENSIONS SHOWN ARE IN METRES.</div> <div>COORDINATES SHOWN ARE Z52 GDA2020.</div> <div>ALL COORDINATES AND DIMENSIONS SHOWN ARE APPROXIMATE ONLY.</div> <div><div>SUBJECT PROPERTY:</div><div>61 Stan Tremlett Dr, Halls Creek</div><div>Lot 9005 DP 69970</div><div>Shire of Halls Creek, WA</div></div> <div>Page 85 of 246</div>	DRAWN	DATE	<div><div></div><div></div><div>CNR JERRABOMBERRA AVE & HINDMARSH DR SYMONSTON ACT 2609 www.ga.gov.au ABN 80 091 799 039</div></div>					
						With the exception of the Commonwealth Coat of Arms and where otherwise noted, this product is provided under a Creative Commons Attribution 4.0 International Licence.			CHECKED	DATE	TITLE			REV	
									AP	01/06/2020	NPI Proposed Locality Plan - Halls Creek [HALL]			B	A3
						http://creativecommons.org/licenses/by/4.0/legalcode			DESIGNED	DATE	SCALE		DRAWING NUMBER	SHEET	CAD FILE No.
									BT	26/05/2020	DO NOT SCALE		NPI_WA - HALL_LP1	1 of 1	GA_PA_Site Plan_HALL_250520.dwg
B	BT	5/6/2020	Approved for distribution					APPROVED	DATE						
A	BT	26/5/2020	Issued for internal review					AP	01/06/2020						
ISSUE	BY	DATE	REVISION	ZONE											

NOTES:

1. All dimensions shown on this plan are approximate only and may be subject to change. Final dimensions will be confirmed at construction.
2. Title boundary information has not been shown on this plan. A site survey will be completed prior to construction to confirm the proposed infrastructure is installed entirely within the subject lot.
3. Lease boundary will not be fenced unless required as part of the agreement.
4. Final position of pillar, fence and features will be surveyed upon completion of construction. Coordinates shown are approximate until then.
5. Access to the site for construction and ongoing maintenance, will be via existing vehicle tracks where possible. Proposed access track will be constructed via the shortest practical route from the nearest existing track.

RM

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Survey Reference Mark

VSAT

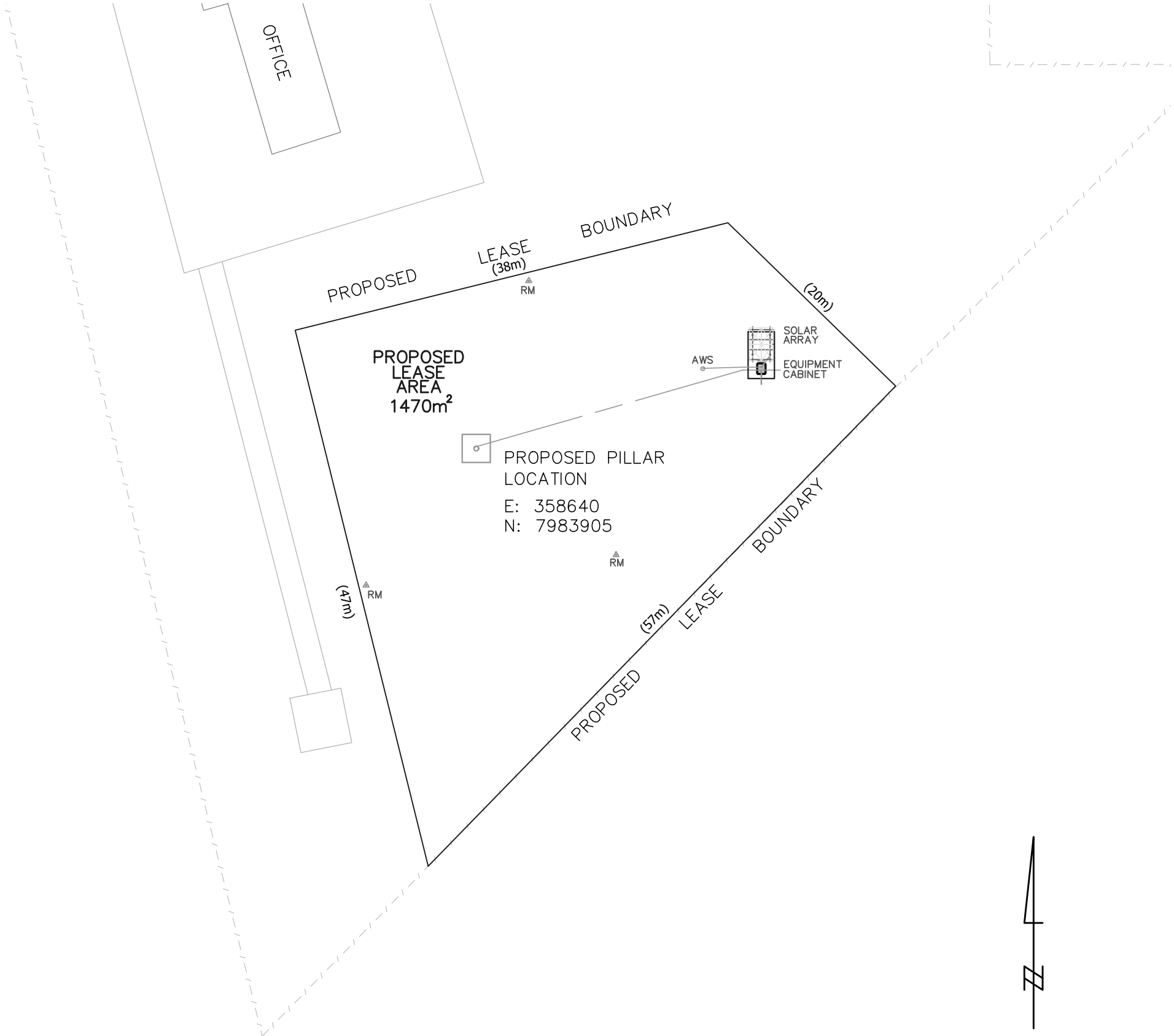
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Satellite Comms Antenna

AWS

=

Automatic Weather Station



						<div>UNLESS OTHERWISE NOTED</div> <div>DIMENSIONS SHOWN ARE IN METRES.</div> <div>COORDINATES SHOWN ARE Z52 GDA2020.</div> <div>ALL COORDINATES AND DIMENSIONS SHOWN ARE APPROXIMATE ONLY.</div> <div>SUBJECT PROPERTY:</div> <div>61 Stan Tremlett Dr, Halls Creek</div> <div>Lot 9005 DP 69970</div> <div>Shire of Halls Creek, WA</div> <div>Page 86 of 246</div>	<div>DRAWN</div> <div>BT</div> <div>DATE</div> <div>26/05/2020</div>	<div>DATE</div> <div>26/05/2020</div>	<div></div> <div></div> <div>CNR JERRABOMBERRA AVE & HINDMARSH DR SYMONSTON ACT 2609 www.ga.gov.au ABN 80 091 799 039</div>				
								<div>CHECKED</div> <div>AP</div> <div>DATE</div> <div>01/06/2020</div>	<div>DATE</div> <div>01/06/2020</div>				
								<div>DESIGNED</div> <div>BT</div> <div>DATE</div> <div>26/05/2020</div>	<div>DATE</div> <div>26/05/2020</div>	<div>TITLE</div> <div>NPI Proposed GNSS Site Layout - Halls Creek [HALL]</div>	<div>REV</div> <div>B</div>	<div>A3</div>	
								<div>APPROVED</div> <div>AP</div> <div>DATE</div> <div>01/06/2020</div>	<div>DATE</div> <div>01/06/2020</div>	<div>SCALE</div> <div>DO NOT SCALE</div>	<div>DRAWING NUMBER</div> <div>NPI_WA - HALL_SL1</div>	<div>SHEET</div> <div>1 of 1</div>	<div>CAD FILE No.</div> <div>GA_PA_Site Plan_HALL_250520.dwg</div>
B	BT	5/6/2020	Approved for distribution										
A	BT	26/5/2020	Issued for internal review										
ISSUE	BY	DATE	REVISION	ZONE									



Proposal to establish a

Global Navigation Satellite System Ground Station

in Halls Creek, Western Australia

Prepared for the Shire of Halls Creek

Document Status	FINAL
Document Reference	D2020-86478
Document Version No.	1.0
Document Sponsor	Ryan Ruddick (Section Leader - GII)
Responsible Official	Amy Peterson (Team Leader, GNSS Infrastructure, GII)
Date Effective	23.6.2020
Next Review Date	N/A

Geoscience Australia is seeking the support and assistance of the Shire of Halls Creek to establish a new Global Navigation Satellite System Ground Station in the Halls Creek area.

Background

Geoscience Australia is the Australian Government organisation that applies Earth science and technology to benefit all Australians. Through the establishment of new Global Navigation Satellite System (GNSS) ground stations around the country Geoscience Australia is building a better positioning capability for all Australians.

Under the Positioning Australia Program, Geoscience Australia is establishing a coordinated national network that provides instant, accurate and reliable positioning data to all Australians.

Our position on the globe is essential to everyday life. Position allows us to locate ourselves in the world and get to where we want to go. Satellite positioning technologies enable the precise navigation and positioning we rely on at the touch of a button, from smartphones to autonomous vehicles. This brings increased productivity, improved community safety and boosted innovation.

Data from GNSS ground stations throughout the country will provide Australians with positioning information improved from the current 5-10m accuracy to 3-5cm, within areas of mobile coverage and 10cm everywhere else on land and sea. In order to achieve this Geoscience Australia will upgrade 130 existing GNSS ground stations, and establish approximately 70 new sites across Australia. This will improve the reliability and density of the network, enabling positioning data from GPS and other global networks of satellites to be collected, verified and corrected at over 200 ground stations.

Global Navigation Satellite Systems (GNSS)

To determine position, velocity and time we rely on Global Navigation Satellite System (GNSS) technology. Australia is one of few countries in the world with high visibility to six GNSS due to our geographical location. These include the United States' Global Positioning System (GPS) and Russia's GLONASS; each system contains multiple satellites and can be used by land, sea and airborne users in all weather conditions, anywhere and anytime.

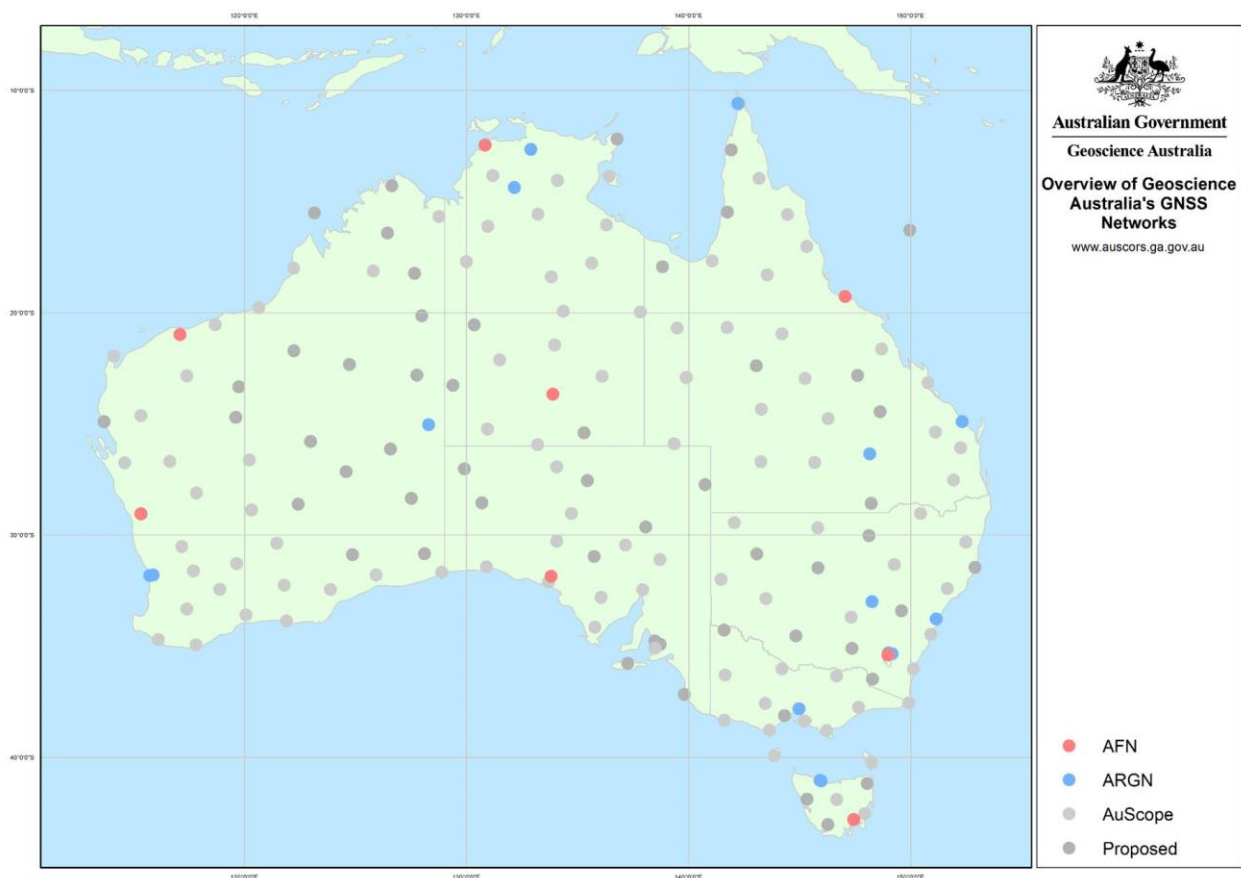


Image: Existing GNSS ground stations constructed under AFN, ARGN and AusScope programs (130). Proposed new GNSS ground stations under Positioning Australia Program (70)

What is a Global Navigation Satellite System (GNSS) ground station and what does it do?

A GNSS ground station is ground based infrastructure comprising of scientific equipment that receives data from global networks of satellites. The data collected and streamed to GA from the GNSS ground station will support the National Positioning Infrastructure capability. A GNSS antenna will collect and verify signals from over 100 satellites, from which correction models will be generated and broadcast to users across the country using the mobile phone network to enable precise positioning.

What does a GNSS ground station look like?

A GNSS ground station occupies a footprint of land, approximately 40 x 40m (1,600m²) and consists of:

- a 1.5m high concrete pillar keyed into bedrock, upon which a GNSS antenna is mounted. The antenna only receives data it does not transmit
- 2m x 3m (approximate) concrete slab to mount the cabinets and equipment on
- up to 2 field cabinets to house the equipment and electronics such as batteries, recorders, networking and communications devices
- a GNSS antenna and receiver which together receive, process and store signals from satellites (eg the US GPS satellite systems) to calculate position coordinates

- trenching for underground cabling to connect the various components of the site
- solar panels to provide power and VSAT dish for communications
- a pole up to 3m tall for mounting telecommunications, meteorological sensors and/or lightning protection
- fencing to meet WH&S and safety requirements



Image: Standard GNSS ground station

What does establishing a GNSS ground station involve?

A GNSS ground station is permanent infrastructure that will occupy the land well into the future. Establishing a new site will take months of planning and engagement with multiple stakeholders. Geoscience Australia will be responsible for all planning activities and costs associated with establishing new ground station sites. Consultation with local and traditional landowners, councils and authorities will assist in site selection and formalising land access and tenure arrangements. Before any work on site commences, Geoscience Australia will obtain the appropriate clearances, approvals and permits, including Aboriginal sacred site and heritage clearances, notifications to native title holders and planning/ development applications as required.

Physical construction will occur over a period of days. This will involve a small amount of excavation, including digging to enable construction of foundations to support a stable monument for observations, power and communications. Within the first few months following construction, Geoscience Australia will return to install, test and commission the technical equipment that facilitates the capture and communication of data from site.

The system design will ensure the site is able to operate in isolation and with minimal ongoing support into the future. Geoscience Australia will manage routine maintenance at intervals of 12 – 18 months to guarantee reliability and integrity of the national network.

Benefits

The GNSS ground station will contribute to a national network that enable Geoscience Australia to increase our understanding of the Earth. The station will provide data to support the Positioning Australia Program, improving the accuracy of positioning for the country. The precise positioning capability will deliver increased productivity, improve community safety and allow for future innovation. Access to this data has the potential to provide a huge range of benefits to the everyday life of all Australians, from assisting land rangers in managing their land, improving mining and infrastructure management, tracking personnel and equipment for safer construction to coordinating emergency service rescue efforts.

Improved satellite positioning technology will allow for greater navigational accuracy for aircraft flying into rural and regional areas of Australia, such as the Royal Flying Doctor Service fleet. Through precise positioning, search and rescue and medical services will be able to land in remote areas with more certainty, even during extremely low visibility – this will significantly increase access to services and provide improved patient outcomes for those living in remote areas.

Establishing a GNSS ground station at Halls Creek

In order to densify the network of existing GNSS ground stations and ensure adequate coverage and redundancy over the whole of Australia, new site locations have been predetermined based on a grid of stations at a nominal separation of 200 – 300km. The Halls Creek area currently represents a gap in the network in Western Australia and as such Geoscience Australia is seeking support and assistance to establish a new ground station in the region.

In early 2020 Geoscience Australia engaged the services of Puliypang Pty Ltd, an indigenous supplier with experience in remote fieldwork, archaeology and community engagement to scope 19 potential locations for new GNSS sites across Western Australia, Northern Territory and Queensland. For each area identified Puliypang undertook extensive desktop analysis, fieldwork planning, site reconnaissance, initial archaeological assessment and stakeholder engagement on behalf of Geoscience Australia. Puliypang provided comprehensive reports on all locations including assessment of access, security, geology, power and communication, environmental/social impacts and risks, and a record of all stakeholder engagement.

The Halls Creek Site Scoping Reports indicates that Danielle Mitchell, Senior Archaeologist and Quinn Anderson, Graduate Archaeologist (Puliypang) made contact with representatives from the Government of Western Australia, Department of Planning, Lands and Heritage, Tiffany Labuc, Senior Project Officer – Native Title, Kimberley Land Council and Phil Burgess, the Director of Infrastructure Assets in the Shire of Halls Creek to discuss the Positioning Australia Program, Geoscience Australia's intention to densify the existing GNSS ground station network and how precise positioning will benefits everyday Australians. Puliypang representatives also discussed the opportunity for the Shire of Halls Creek to host GNSS ground infrastructure, assisting in the realisation of the national coverage and capability. The team undertook planning and permit/access approvals as required and visited the Halls Creek area on 6th March 2020.

Identification of potential sites

Prior to travel, the investigating field party conducted preliminary desktop analysis in which the basic geology, cellular coverage, landownership, Native Title, registered sites and permits/licences were researched. Contact was made with the landowners/council and local communities to identify potential locations based on the geology of the area, proximity to significant sites and overall suitability in accordance with GNSS site assessment criteria. After the preliminary analysis and discussion with representing parties, two sites in the Halls Creek area were selected for detailed investigation: Corner of Duncan and Bedford Rd (Crown Reserve) and 61 Stan Tremlett Drive (Freehold land, owned by Council).

The sites were investigated by the field staff and compared to each other based on key selection criteria as shown below:

Location	Power Mains	Comms Options				GNSS Quality			Geology Rock	Land		Environmental/social factors			
		3G	4G	ADSL	VSAT	Skyview	Multipath	RF Int.		Ownership	Access	Nat. Risk	Develp. Risk	Community Impact	Security
Duncan & Bedford Rd															
61 Stan Tremlett Dr															

	Good
	Adequate
	Inadequate
	Not investigated

Note: Solar Power is suitable for both sites and is part of the standard configuration, thus mains power is the only option shown on this table.

Corner of Duncan and Bedford Rd (Site 1)

This site was recommended by a council worker, who accompanied the field party during site reconnaissance in the absence of the Shire of Halls Creek Director of Infrastructure Assets. The site is located on a Crown Reserve managed by the Shire of Halls Creek. The proposed location is in an unused, open area maintained by the local council. The site is 33m from buildings/workshops and 44m from the road. Some trees surrounding the proposed location (blocking the sky view) are ~16m away. The site coincides with some power lines 60m away. The lines run along the north, east and north-west boundaries of the lot.



Image: Proposed site at Corner of Duncan and Bedford Rd

61 Stan Tremlett Drive (Site 2)

The proposed location is within the boundaries of a Bureau of Meteorology station. The site is on a freehold lot owned by the Shire of Halls Creek. The Bureau of Meteorology is not currently using the site and reportedly, will be handing the lease back to the council shortly. It is uncertain what the council will use the land for, but it was one of the first sites the council recommended the field party should investigate. The site is 20m from the Bureau of Meteorology station building and ~40m from the road.



Image: Proposed site at 61 Stan Tremlett Dr

Preferred site – 61 Stan Tremlett Drive (Site 2)

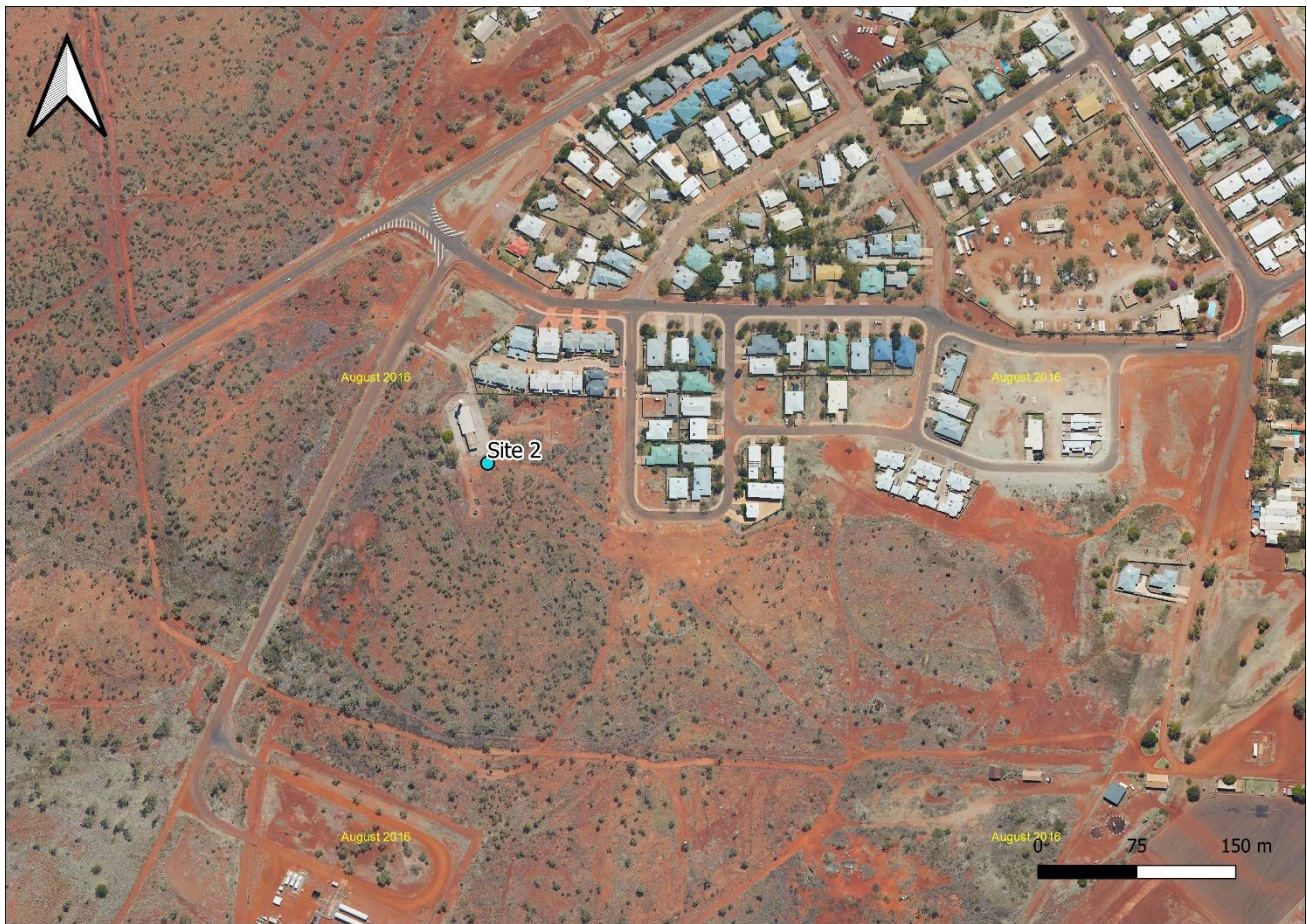
Of the potential sites explored, the site at 61 Stan Tremlett Drive was identified as the most suitable, due to moderate security requirements, minimal social and environmental impacts and the potential to co-locate with other scientific infrastructure. As such, Geoscience Australia would like to work with the Shire of Halls Creek and the local community to secure long-term tenure and establish a new GNSS ground station at this location.

Tenure: The underlying tenure is freehold, owned by the Shire of Halls Creek. Geoscience Australia would like to lease an area of approximately 1,600m² from the Council for a period of 20 years, documented as two sequential 10 year leases.

Site specific details: 61 Stan Tremlett Drive, Halls Creek. Lot 9005 DP69970. The proposed site is within the area currently occupied by Bureau of Meteorology station infrastructure.

Access: To access the site from the Kimberley Hotel, head west on Bridge St for 650m and turn left. Drive for ~80m before turning left again and driving for another 88m. The site is fenced and gated. Once inside, walk straight towards the trees and the edge of the cement apron.

Distance to nearest residences: Approximately 50m.



Satellite Image: Proposed site at 61 Stan Tremlett Dr (labelled Site 2)

Engagement with the local community

There may be opportunities for the local community to assist Geoscience Australia in building and maintaining the new GNSS ground station site, such as:

- providing accommodation for Geoscience Australia staff and contractors
- providing labour, equipment and materials during site establishment
- supporting delivery of civil works/construction components of the site build
- providing assistance, accommodation and potentially labour for ongoing site maintenance and upkeep

There may also be the opportunity for Geoscience Australia to engage more broadly with the local community, for example in providing educational outreach and promotion in the local school.

Stakeholder engagement

Geoscience Australia is committed to respectful, transparent and open engagement with all stakeholders, from negotiating land access arrangements to engaging local contractors. Our Stakeholder Engagement Plan provides

the framework for how we interact with stakeholders, including the requirements to notify and advise landowners before we access site.

Geoscience Australia is committed to undertaking field activities and all on site work in a safe and respectful way, in consultation with landowners and local communities. We are committed to maintaining good working relationships with our stakeholders, and complying with relevant federal, state and territory legislation. To support this commitment, we have a policy, procedures and guidelines that apply to all our employees and contractors when undertaking work on site. [Fieldwork-Information-for-Stakeholders-Land-Access-and-Cultural-Heritage-Considerations.PDF](#)

Cultural heritage

Geoscience Australia honours the Aboriginal people as Australia's first people and nations. We acknowledge that Aboriginal spiritual and cultural values exist in land, waters and natural resources.

Geoscience Australia will ensure appropriate due diligence and meet all obligations under the Aboriginal Heritage Act (1972, WA) when establishing new GNSS ground station sites.

During desktop analysis, searches were conducted to identify Native Title Determinations and/or registered Aboriginal or Historic sites. A search for Native Title was carried out online at the Native Title Tribunal via the online Native Title Vision Map. Due to the property being a freehold title, no Native Title exists.

A search for Aboriginal sites was carried out using the WA Department of Planning, Lands and Heritage online GIS map, the Aboriginal Heritage Inquiry System (AHIS). There are no registered sites at this location, or in the path of site mobilisation. The historic search of the site was conducted online at the WA Department of Planning, Lands and Heritage, State Register of Heritage Places (inHerit), and showed the area being free of any heritage. During the site inspection, a ground survey of 40x40m was carried out to ensure no archaeological sites were present. No artefacts were found in the location.

Next steps

Geoscience Australia would like to work together with the Shire of Halls Creek and the local community to establish a new GNSS ground station at 61 Stan Tremlett Drive. This will enable Geoscience Australia to develop the national positioning capability, providing instant, accurate positioning data to all Australians anywhere, anytime.

Please consider our proposal to lease approximately 1,600m² of land at 61 Stan Tremlett Drive, Halls Creek for a period of 20 years. This will enable Geoscience Australia to establish the necessary scientific infrastructure to support the national positioning capability well into the future.

We have attached the following formal documents for the Shire of Halls Creek's review, consideration and execution, as appropriate:

- 1. Heads of Agreement** – this documents the Shire's approval in principle for Geoscience Australia to establish a long-term lease over the land at 61 Stan Tremlett Drive for a GNSS ground station. The proposed terms and conditions are outlined for the mutual acceptance of both parties. *Please execute the Heads of Agreement in order to allow Geoscience Australia to progress the formal lease arrangement and any other requisite planning required to establish the GNSS ground station.*

2. **Preliminary site plans** – these plans show the area that Geoscience Australia wish to lease for the construction, installation, monitoring and maintenance of the GNSS infrastructure, and how the equipment will sit within the site.
3. **Draft Lease Agreement** – this documents the terms and conditions of Geoscience Australia’s occupation. The lease will need to be executed by the Shire of Halls Creek and Geoscience Australia representatives once both parties have reached agreement. The lease and a registered survey plan of the area will be lodged in the Lands Titles Office and will unambiguously identify the area of land that Geoscience Australia would like to occupy.

Timeframe

In order to further progress arrangements for the establishment of the site and commence construction within the Project timeframes, we request the Shire of Halls Creek execute the attached Heads of Agreement as soon as possible. Geoscience Australia will then coordinate a cadastral survey to accompany the lease and other planning activities as required. Geoscience Australia expects to issue the final lease documentation to the Council for execution in August/September 2020.

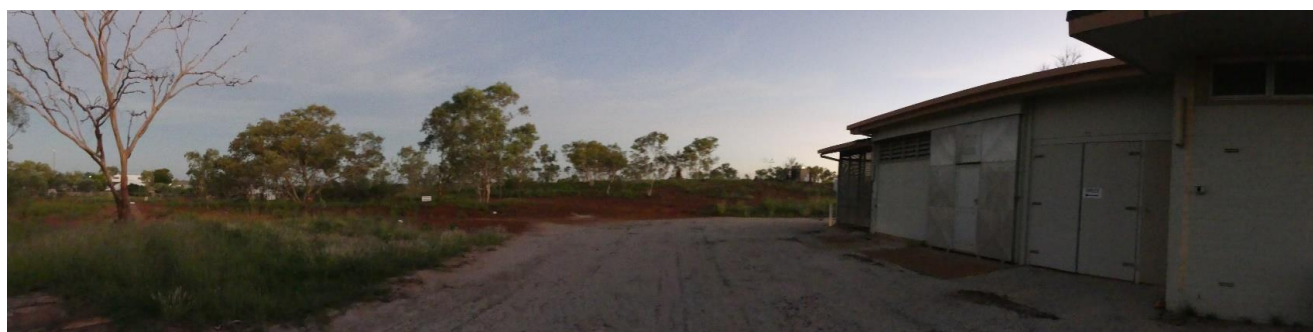
Further information

Should you wish to seek clarification or discuss further any aspect of this proposal, please contact Amy Peterson, Team Leader GNSS Infrastructure on (02) 6249 9216.

Visit: www.ga.gov.au/scientific-topics/positioning-navigation/positioning-australia

Call: (02) 6249 9126

Email: gnss@ga.gov.au



WESTERN



AUSTRALIA

REGISTER NUMBER

9005/DP69970DUPLICATE
EDITION**2**

DATE DUPLICATE ISSUED

17/10/2012VOLUME
2783FOLIO
64

RECORD OF CERTIFICATE OF TITLE

UNDER THE TRANSFER OF LAND ACT 1893

The person described in the first schedule is the registered proprietor of an estate in fee simple in the land described below subject to the reservations, conditions and depth limit contained in the original grant (if a grant issued) and to the limitations, interests, encumbrances and notifications shown in the second schedule.

BGRoberts
REGISTRAR OF TITLES



LAND DESCRIPTION:

LOT 9005 ON DEPOSITED PLAN 69970

REGISTERED PROPRIETOR: (FIRST SCHEDULE)

SHIRE OF HALLS CREEK OF POST OFFICE BOX 21, HALLS CREEK

(AF L812297) REGISTERED 16/12/2011

LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS: (SECOND SCHEDULE)

1. F588221 SUBJECT TO CERTAIN MINERAL AND OTHER RESERVATIONS AS SET OUT IN TRANSFER F588221 - SEE DEPOSITED PLAN 69970 REGISTERED 21/6/1994.
2. H982698 LEASE TO WESTERN POWER CORPORATION OF 363 WELLINGTON STREET, PERTH EXPIRES: SEE LEASE. AS TO PORTION ONLY REGISTERED 11/1/2002.
 J481416 EXTENSION OF LEASE H982698. REGISTERED 24/10/2005.
 J633386 SUB-LEASE OF LEASE H982698 TO EDL NGD (WA) PTY LTD OF BUILDING 17, 2404 LOGAN ROAD, EIGHT MILE PLAINS, QUEENSLAND EXPIRES: SEE SUB LEASE. AS TO PORTION ONLY REGISTERED 22/2/2006.
3. EASEMENT BURDEN CREATED UNDER SECTION 136C T.L.A. FOR RIGHT OF CARRIAGEWAY PURPOSES - SEE DEPOSITED PLAN 69970 - AS CREATED ON DEPOSITED PLAN 47312
4. L387765 LEASE TO AIRSERVICES AUSTRALIA OF 25 CONSTITUTION AVENUE, CANBERRA CITY, AUSTRALIAN CAPITAL TERRITORY AS TO PORTION ONLY. EXPIRES: SEE LEASE. REGISTERED 29/7/2010.
5. M061731 EASEMENT TO WATER CORPORATION FOR PIPELINE PURPOSES. SEE SKETCH ON DEPOSITED PLAN 72203 REGISTERED 28/9/2012.

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.
 * Any entries preceded by an asterisk may not appear on the current edition of the duplicate certificate of title.
 Lot as described in the land description may be a lot or location.

-----END OF CERTIFICATE OF TITLE-----

STATEMENTS:

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND:

DP69970

END OF PAGE 1 - CONTINUED OVER

RECORD OF CERTIFICATE OF TITLE

REGISTER NUMBER: 9005/DP69970

VOLUME/FOLIO: 2783-64

PAGE 2

PREVIOUS TITLE: 2770-338

PROPERTY STREET ADDRESS: 61 STAN TREMLETT DR, HALLS CREEK.

LOCAL GOVERNMENT AUTHORITY: SHIRE OF HALLS CREEK

NOTE 1: N803363 DUP C/T NOT PRODUCED FOR DOCUMENT N803363



23 June 2020

Phil Burgess
Director of Infrastructure Assets
Shire of Halls Creek
7 Thomas St
Halls Creek
WA 6770

Dear Mr Burgess

Re: Commonwealth of Australia represented by Geoscience Australia (GA) proposed Lease from Shire of Halls Creek

Site Address: 61 Stan Tremlett Drive, Halls Creek, WA 6770

Site Name: Halls Creek

Site Code: HALL

The purpose of this letter is to obtain your agreement to enter into a new lease arrangement at the Site, the terms of which are outlined below. These terms will be included in the lease to be executed by Geoscience Australia and the Shire of Halls Creek (as Lessor).

The lease will be on terms as agreed in this Heads of Agreement, as follows:

Site code	HALL
Type of site:	New site
Lease:	Lease on the terms of this Heads of Agreement
Site location:	61 Stan Tremlett Drive, Halls Creek, WA 6770
Lessor:	Shire of Halls Creek
Lessee:	Commonwealth of Australia represented by Geoscience Australia (GA)
Land (title description):	Lot 9005 DP 69970
Premises:	The area identified on the preliminary site plan annexed to this letter at Schedule 2.
Permitted Use:	GA will use the Premises for the purpose of collecting and communicating geoscientific and geospatial data. GA will construct, maintain and operate scientific equipment including a Global Navigation Satellite System (GNSS) ground station (Ground Station), including but not limited to installing, storing, operating, repairing, maintaining, altering, and replacing the Ground Station consistent with the evolving nature of geospatial and geoscientific technology.

Access:	<p>GA's intention is to provide prior notice of intended access to the Premises whenever it is practical to do so, in accordance with its policies, procedures and guidelines for undertaking work in the field which can be found outlined at: http://www.ga.gov.au/about/corporate-documents.</p> <p>The Lessor consents to GA, GA's contractors and persons otherwise authorised by GA entering the Land, with or without materials, plant and other apparatus and vehicles, via agreed access routes for the purpose of using the Premises and exercising its rights under the Lease during the Term.</p>
Commencement Date of Lease:	1 October 2020
Term of Lease:	20 years documented as 2 sequential leases of 10 years each
Expiry date of the Lease (including all sequential leases):	30 September 2040
Break Dates:	GA may terminate the Lease by giving the Lessor at least 12 months' written notice that it wishes to end the term or not take up a further terms.
Rent:	GA will pay the Lessor rent at a rate of \$0.05 if and when demanded payable within one month of the date of any demand in writing made by the Lessor.
Electricity:	GA's intention is that the Ground Station will be powered entirely by electricity generated by solar panels which are part of the Ground Station. However, if required, the Lessor must at GA's request and at GA's cost provide to GA the ability to connect the Premises to an electricity supply through a dedicated usage meter.
Insurance:	As a Commonwealth entity, GA is covered for all general insurable risks by Comcover. A copy of the Comcover Statement of Cover can be obtained from the Commonwealth Department of Finance website.
Mutual indemnities:	Each party will indemnify the other for the Term of the Lease from and against all losses, damages, liabilities, actions, suits, claims, demands, costs and expenses of every kind arising from negligent or unlawful acts or omissions and any breach of the Lease, except to the extent caused, or contributed, to by the indemnified party's act, omission, neglect or default.
Construction access:	<p><u>Prior to the Commencement Date</u></p> <p>From 1 July 2020 the Lessor will allow GA to access the Premises for the purpose of:</p>

	<ul style="list-style-type: none"> a) performing a cadastral survey, to facilitate the preparation and registration of the Lease agreement; b) undertaking any due diligence including but not limited to cultural heritage and environmental clearances required by legislation or deemed necessary by any project collaborator, local, State or Federal Governments; c) preparing a draft Request for Tender for the construction of the Ground Station; and d) any other activity required to allow for the construction and operation of the Ground Station.
GA Works:	<p>GA may, at GA's expense during the Term without the prior consent of the Lessor, carry out works as necessary or desirable for use of the Premises for the Permitted Use, including by installing geoscientific, geospatial and seismic technology (Required Infrastructure) from time to time. As is the case with access to the site, GA's intention is to provide prior notice of intended installation of Required Infrastructure whenever it is practical to do so, in accordance with GA's fieldwork policy, procedures and guidelines which can be found outlined at: http://www.ga.gov.au/about/corporate-documents.</p> <p>In addition, GA may at GA's expense during the Term with the prior consent of the Lessor (which must not be unreasonably withheld) install, erect, construct, dismantle, repair, replace, renew and maintain upon the Premises security fencing and any building or buildings as necessary now or in the future to shelter any part of the Ground Station, all necessary connecting appurtenances to the Ground Station and any Required Infrastructure installed or placed on the Premises by GA in accordance with the Permitted Use.</p>
Assignment and Subletting:	<p>GA may assign, sublet, part with possession or deal with its interest in this lease after obtaining the Lessor's prior consent.</p> <p>Consent is not required in the circumstances where the GA assigns, subleases, parts with possession or deals with its interest in this lease to a Commonwealth agency, statutory body or any corporation substantially owned or controlled by the Commonwealth including sub-contractors engaged by the Commonwealth.</p>
Change in ownership:	<p>The Lessor will ensure that any transferee of the Land agrees to preserve GA's rights and the Lessor's obligations under the Lease. The Lessor must give GA prior written notice of any Lessor dealing with the Land, including any lease over the Land.</p>
Holding Over:	<p>If GA occupies the Premises after the Expiry Date (other than pursuant to the grant of a further lease) GA must do so as a yearly tenant for yearly terms thereafter on the same terms and conditions as the Lease as far as they apply to a yearly tenancy. The Rent will not escalate and will remain at the rate payable in the last year of the Term.</p>
Make Good:	<p>On termination, GA must return the Premises to a state as close as reasonably possible to its original contours, and if requested by the Lessor (and it is reasonably possible to do so), re-seed and fertilise the Premises.</p>

Superior lease:	The Lessor must not grant any other lease over Land that is concurrent or superior to GA's Lease without GA's prior consent, which GA may withhold in its absolute discretion.
Lease plan:	To be provided, based on the attached preliminary site plan.
Legal Fees:	GA will pay the Lessor's reasonable legal costs in relation to the preparation, review, negotiation, execution and registration of the Lease not exceeding \$2,000.00 (including GST). The Lessor will pay any mortgagee's consent fees.
Special Conditions:	<u>Lessor's use of the Land Surrounding the Premises</u> The Lessor acknowledges it will be restricted from using the Land directly surrounding the Premises in such a way that will disrupt the structure or functioning of the Ground Station or any Required Infrastructure installed or placed on the Premises by GA in accordance with the Permitted Use, including but not limited to: a) passage of heavy machinery over underground aspects of the Ground Station; and b) earth penetrating activity (e.g. ploughing). <u>Fencing</u> GA may construct, at its own expense, fencing around the Ground Station to prevent livestock from damaging the Ground Station and connecting appurtenances of the Ground Station that are situated above ground.
Binding:	The terms within this document will be binding on both parties once it has been executed by both parties.
Telecommunications Act 1997 (Cth):	This letter and any proposed Lease is to be without prejudice to any rights GA might have pursuant to Schedule 3 of the <i>Telecommunications Act 1997 (Cth)</i> (Act). If the Act applies to GA's occupation of the Premises, to the extent that GA undertakes maintenance (as that term is defined under Schedule 3 of the <i>Telecommunications Act 1997 (Cth)</i>), the Lessor agrees that it does not require GA to give notice of that activity.

Please confirm the Lessor's acceptance of the above terms, by signing this letter (where indicated below) and returning the original to our office. Should you have any queries, please contact me directly on 02 6249 9126 or by email amy.peterson@ga.gov.au.

Yours sincerely,

Amy Peterson, GNSS Infrastructure Team Leader

Acceptance of Proposed Commercial Terms

I, _____ (Print Name)
in the capacity as Landowner have read and agree to the above commercial terms forming the basis
of a new Lease agreement for the new Geoscience Australia GNSS Ground Station at HALL, 61 Stan
Tremlett Drive, Halls Creek, WA 6770 Australia.

Signature for Shire of Halls Creek

(Dated)

I, _____ (Print Name)
in the capacity as _____ have read and agree to
the above commercial terms forming the basis of a new Lease agreement for the new Geoscience
Australia GNSS Ground Station at HALL, 61 Stan Tremlett Drive, Halls Creek, WA 6770 Australia.

Signature for Geoscience Australia

(Dated)

When returning the signed letter please also provide the following information:

LESSOR

Name:

ABN:

Address: (not PO Box)

Contact person:

Phone No:

Email:

LESSOR MANAGING AGENT (if applicable)

Name:

ABN:

Address: (not PO Box)

Contact person:

Phone No:

Email:

LESSOR'S SOLICITORS (if applicable)

Firm:

Name of Contact:

Email:

Phone No:

Address:

9.3 YOUTH AND COMMUNITY DEVELOPMENT

9.3.1 Memorandum of Understanding – Garnduwa Partnership

ITEM NUMBER:	9.3.1
REPORTING OFFICER:	Margaret Glass, Director Youth & Community Development
SENIOR OFFICER	Noel Mason, Chief Executive Officer
MEETING DATE:	15 April 2021
DISCLOSURE OF INTEREST:	Nil

1.0 Matter for Consideration

- 1.1 Council supports a partnership with Garnduwa and contribute \$25,000.00 to project cost.

2.0 Background

- 2.1 Garnduwa have partnered with the Shire to implement a sports and recreation program in Halls Creek, and it is proposed that the Shire financially support the role of 'Halls Creek Senior Development Officer.' The partnership will deliver a minimum of three sporting activities for youth each week among other beneficial activities. The Shire and Garnduwa have drafted an MOU that defines the partnership parameters and governance of the agreement.
- 2.2 In our initial discussions in Nov 2020, the Shire was to provide a residence for Garnduwa staff. As a local person was appointed (Ms. Darrylin Gordon) a residence was not required.

3.0 Comments

- 3.1 The proposed financial contribution will support provision of youth diversion activities that contribute to community safety, healthy lifestyles and social connectedness.
- 3.2 These activities will occur outside of school premises and school hours.

4.0 Statutory Environment

4.1 *Local Government Act 1995*

Section 2.7(2) Provides that Council is to oversee the allocation of local government finances and resources and to determine the local government policies.

Section 3.1 – Provides that the general function of the local government is to provide for the good government of persons in its district.

5.0 Strategic Implications

5.1 Objective:

1. Social: Vibrant and connected communities. We support cultural and language diversity.

5.2 Outcome:

Social - 1.8 Our community has access to a wide range of passive and active recreation, cultural and sporting facilities, events, clubs and opportunities, in particular football.

5.3 Strategy:

Social - 1.10.7 Consider partnerships with other agencies, to promote healthy personal lifestyles and wellbeing.

6.0 Policy Implications

Nil.

7.0 Financial Implications

7.1 It is proposed the Shire contribute \$25,000.00 to support the provision of sporting activities coordinated by the 'Halls Creek Senior Development Officer'.

8.0 Sustainability Implications

8.1 Environmental

There are no significant identifiable environmental impacts arising from adoption of the officer's recommendation.

8.2 Economic

There are no significant identifiable economic impacts arising from adoption of the officer's recommendation.

8.3 Social

There are significant social benefits in the provision of sport and recreation activities that support healthy lifestyle choices for young people.

9.0 Risk

Table 9.1 Guide to quantifying risk

Event Likelihood / Impact Matrix			
Likelihood (refer Potential Risk Likelihood Guide)	Impact (refer Potential Risk Impact Guide)		
	Minor	Medium	High
Low (unlikely)	1	2	3
Moderate (likely)	2	4	6
High (very likely)	3	6	9

Possible responses to the raw risk score vary depending on the level of risk (low, moderate or high). Possible actions are:

Table 9.2 Guide to quantifying risk

Risk	
Low Risk	
a risk / activity with a score of 2 or less	manage by routine procedures
Moderate Risk	
a risk / activity with a score between 3 or 4 more is moderate risk	N/A
High Risk	
a risk activity with a score of 6 or more is a high risk	N/A
Risk Control Measure	Advertise information on various Shire mediums

OFFICER RECOMMENDATION/COUNCIL RESOLUTION: 2021/034

Moved: Cr Chris Loessl

Seconded: Cr Virginia O'Neil

That:

The Shire contribute \$25,000.00 in FY21/22 to support coordination of regular local sports and recreation activities in partnership with Garnduwa.

CARRIED 3/1

NOTE: Cr Bonnie Edwards wished to record that she voted against the motion.

NOTE: Cr Patricia McKay re-entered the Chambers at 5.20pm.

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9.4 CORPORATE SERVICES

9.4.1. CEO Authorisation – March 2021

ITEM NUMBER:	9.4.1
REPORTING OFFICER:	Daniel Milkins, Senior Finance Officer
SENIOR OFFICER	Lloyd Barton, Director of Corporate Services
MEETING DATE:	15 April 2021
DISCLOSURE OF INTEREST:	Nil

1.0 Matter for Consideration

- 1.1 In accordance with Council Policy HR5 Chief Executive Officer Leave Applications and Other Approvals, this report is now submitted for Council's consideration.

2.0 Background

- 2.1 Council Policy HR5 Chief Executive Officer Leave Applications and Other Approvals requires the preparation of a standing agenda report, outlining the CEO's timesheets, leave, credit card transactions and applications for reimbursement for the period from the previous reporting period until the date of this report.
- 2.2 Council Policy STF 36 Chief Executive Officer Authorisations and Reporting to Council was adopted on 20 September 2018 and has since been superseded by HR5 Chief Executive Officer Leave Applications and Other Approvals adopted 16 May 2019.

3.0 Comments

- 3.1 CEO's Timesheet
All Staff are now required to complete timesheets as from the pay period starting 24/10/2018. Appendix A is a copy of the CEO's timesheets for the pay fortnights ending 09/03/2021 and 23/03/2021 (Appendix 9.4.1A).
- 3.2 CEO's Leave
I have received a leave form from the CEO requesting 5 days leave commencing 28th June 2021 until 2nd July 2021. The CEO has leave available for this request. (Appendix 9.4.1B).

This report covers the pay periods starting 24/02/2021 and ending 23/03/2021 for the CEO and there has been NIL days annual leave taken for this period.

From Date	To Date	Number of Days	Type of Leave
		NIL	

3.3 CEO's Credit Card

This report covers March 2021 credit card statements. The CEO was issued with his credit card on 01 February 2019. There was \$3,403.12 of expenditure on the corporate credit card for the period 25/02/2021 to 26/03/2021 (Appendix 9.4.1C).

Statement Dates 25/02/2021 to 26/03/2021	Amount
Total Spend	\$3,403.12

3.4 Reimbursement Applications

This report covers the period 01/03/2021 to 31/03/2021. There was \$0.00 of reimbursements claimed for this period.

4.0 **Statutory Environment**

4.1 ***Local Government Act 1995***

Section 2.7(2) Provides that Council is to oversee the allocation of local government finances and resources and to determine the local government policies.

Section 3.1 – Provides that the general function of the local government is to provide for the good government of persons in its district.

5.0 **Strategic Implications**

5.1 Objective:

4. Civic: Working together to strengthen leadership and effective governance.

5.2 Outcome:

Civic - 4.1 A local government that is respected and accountable

5.3 Strategy:

Civic - 4.1.3 Council decisions are consistent, reliable and transparent

6.0 **Policy Implications**

6.1 This report is to comply with Council Policy HR5 Chief Executive Officer Leave Applications and Other Approvals.

7.0 **Financial Implications**

7.1 All expenditure is within budget.

8.0 **Sustainability Implications**

8.1 Environmental

There are no significant identifiable environmental impacts arising from adoption of the officer's recommendation.

8.2 Economic

There are no significant identifiable economic impacts arising from adoption of the officer's recommendation.

8.3 Social

There are no significant identifiable social impacts arising from adoption of the officer's recommendation.

9.0 Risk

The presentation of monthly information relating to the CEO is as a result of a Crime and Corruption Commission report into the Shire of Halls Creek in 2018. The Commission highlighted the contractual relationship of the Council to the CEO, indicating that only the Council can approve matters affecting CEO Leave, Credit Card, Timesheet and hours worked or reimbursements claimed. As the employer for the CEO, only the Council can approve of these items.

Table 9.1 Guide to quantifying risk

Event Likelihood / Impact Matrix			
Likelihood (refer Potential Risk Likelihood Guide)	Impact Reputational risk if the CEO claims matters beyond contract limits. Shire oversight of CEO required and monthly reporting in the Agenda process removes any risk associated with CEO Contract.		
	Minor	Medium	High
Low (unlikely)	(1)	2	3
Moderate (likely)	2	4	6
High (very likely)	3	6	9

Possible responses to the raw risk score vary depending on the level of risk (low, moderate or high). Possible actions are:

Table 9.2 Guide to quantifying risk

Risk	
Low Risk	
a risk / activity with a score of 2 or less	manage by routine procedures
Moderate Risk	
a risk / activity with a score between 3 or 4 more is moderate risk	N/A
High Risk	
a risk activity with a score of 6 or more is a high risk	N/A
Risk Control Measure	Monthly reporting as per Shire Policy HR5

OFFICER RECOMMENDATION/COUNCIL RESOLUTION: 2021/035

Moved: Cr Chris Loessl

Seconded: Cr Virginia O'Neil

That:

- 1. Council receives the information presented to this meeting of the time worked by the CEO from 24/02/2021 to 23/03/2021, and acknowledges that the time worked is in accordance with the CEO's Contract of Employment.**
- 2. Council receives the information presented to this meeting of NIL days annual leave taken by the CEO and approves application for leave 28 June to 2 July 2021.**
- 3. Council receives the information presented to this meeting of the credit card transactions made by the CEO using his corporate credit card from 25/02/2021 to 26/03/2021 and acknowledges that the payments have been incurred in accordance with the Shire's procurement policy and Credit Card Agreement.**
- 4. Council receives the information presented to this meeting of NIL reimbursements made by the CEO.**

CARRIED 5/0

This section left blank intentionally



SHIRE OF HALLS CREEK TIMESHEET

Employees Name:

Noel Mason

Employee No:

160

Pay For/night Ending:

9/03/2021

2020-21 Version
PO Box 21
Halls Creek WA 6770
Ph: 9168 6007
Fax: 9168 6235

Original copy located in F:\Finance\Payroll\Timesheet - Evidence for 2020-21

DATES		SHIFT 1		SHIFT 2		SHIFT 3		TOTAL		SHIFT LOCATION			LEAVE TAKEN						COMMENTS / AUTHORISATIONS		
Day	Date	Start	Finish	SHIFT 1 Total DELETE or EDIT THESE CELLS	Start	Finish	SHIFT 2 Total DELETE or EDIT THESE CELLS	Start	Finish	SHIFT 3 Total DELETE or EDIT THESE CELLS	(DO NOT DELETE or EDIT THESE CELLS)	SHIFT 1	SHIFT 2	SHIFT 3	Annual	Personal Leave	Time in Lieu (less)	Unpaid (LWOP)		Public Holiday (not worked)	Other
Wednesday	24/02/2021	8:30	12:00	3:50	12:54	17:00	4:10			0:00	7:600										
Thursday	25/02/2021	8:30	12:00	3:50	12:54	17:00	4:10			0:00	7:600										
Friday	26/02/2021	8:30	12:00	3:50	12:54	17:00	4:10			0:00	7:600										
Saturday	27/02/2021			0:00			0:00			0:00	0:000										
Sunday	28/02/2021			0:00			0:00			0:00	0:000								7:60		
Monday	1/03/2021			0:00			0:00			0:00	0:000										Labour Day Public Holiday 2021
Tuesday	2/03/2021	8:30	12:00	3:50	12:54	17:00	4:10			0:00	7:600										
Wednesday	3/03/2021	8:30	12:00	3:50	12:54	17:00	4:10			0:00	7:600										
Thursday	4/03/2021	8:30	12:00	3:50	12:54	17:00	4:10			0:00	7:600										
Friday	5/03/2021	8:30	12:00	3:50	12:54	17:00	4:10			0:00	7:600										
Saturday	6/03/2021			0:00			0:00			0:00	0:000										
Sunday	7/03/2021			0:00			0:00			0:00	0:000										
Monday	8/03/2021	8:30	12:00	3:50	12:54	17:00	4:10			0:00	7:600										
Tuesday	9/03/2021	8:30	12:00	3:50	12:54	17:00	4:10			0:00	7:600										
Total Hours Worked				31.60			38.90			0.00	68.400								7.60	0.00	

Shift Locations		OFFICE USE ONLY (Do not delete or edit)	
Location	GL	Allocated Hrs Worked	TOTAL HRS WORKED
1			68.400
2			
3			
4			
5			
6			
TOTAL HOURS WORKED		0.00	

EMPLOYEE SIGNATURE:		DATE:	
		9/3/2021	

SUPERVISOR or MANAGERS SIGNATURE:		DATE:	
		9/3/2021	

FOR PERMANENT STAFF ONLY WITH TIL ACCRUALS

TOTAL HRS WORKED		TOTAL LEAVE TAKEN		TOTAL HRS	
68.400		7.600		76.000	
LESS PAYABLE HRS		76.000		TIL Accrued	
				0.000	
				(only negative TIL is accrued)	

PLEASE NOTE:
Timesheets should be completed at the end of each day.
Completed timesheets should be signed & submitted to the Shire of Halls Creek by 3.00pm on the last Monday of each pay period.
Any hours worked in excess of 7.6hrs per pay period must be pre-approved by your manager & payroll are to be advised via the comments section as to how you are to be paid for those excess hours.
Maximum accrued TIL is 7.6hrs (conditions apply).
Maximum accrued TIL is 7.6hrs (conditions apply).
Casuals are not eligible for leave and part time staff are pro-rata based on hours worked over the past 10 weeks.
Maximum daily mixed hours (worked and leave taken) is 7.6 hours.



SHIRE OF HALLS CREEK TIMESHEET

Employee Name:

Noel Mason

Employee No:

160

Pay Fornight Ending:

23/03/2021

Original copy located in F:\Forms\Payroll\Timesheet - Electronic full year 2020-21

2020-21 Version
PO Box 21
Halls Creek WA 6770
Ph: 9168 6007
Fax: 9168 6235

DATES		SHIFT 1				SHIFT 2				SHIFT 3				TOTAL				SHIFT LOCATION				LEAVE TAKEN						COMMENTS / AUTHORISATIONS
Day	Date	Start	Finish	Shift 1 Total (DO NOT DELETE & EDIT THESE CELLS)	Shift 2 Total (DO NOT DELETE & EDIT THESE CELLS)	Shift 3 Total (DO NOT DELETE & EDIT THESE CELLS)	Hours Worked	Shift 1	Shift 2	Shift 3	Annual	Personal Leave	Time in Lieu (LWOP)	Unpaid (LWOP)	Public Holiday (not worked)	Other												
Wednesday	10/03/2021	8.30	12.00	3.50	12.54	17.00	4.10																					
Thursday	11/03/2021	8.30	12.00	3.50	12.54	17.00	4.10																					
Friday	12/03/2021	8.30	12.00	3.50	12.54	17.00	4.10																					
Saturday	13/03/2021			0.00			0.00																					
Sunday	14/03/2021			0.00			0.00																					
Monday	15/03/2021	8.30	12.00	3.50	12.54	17.00	4.10																					
Tuesday	16/03/2021	8.30	12.00	3.50	12.54	17.00	4.10																					
Wednesday	17/03/2021	8.30	12.00	3.50	12.54	17.00	4.10																					
Thursday	18/03/2021	8.30	12.00	3.50	12.54	17.00	4.10																					
Friday	19/03/2021	8.30	12.00	3.50	12.54	17.00	4.10																					
Saturday	20/03/2021			0.00			0.00																					
Sunday	21/03/2021			0.00			0.00																					
Monday	22/03/2021	8.30	12.00	3.50	12.54	17.00	4.10																					
Tuesday	23/03/2021	8.30	12.00	3.50	12.54	17.00	4.10																					
Total Hours Worked				36.00			41.00																					
Total Leave Taken							76.000																					

EMPLOYEE SIGNATURE:

Noel Mason

DATE:

24/3/2021

SUPERVISOR or MANAGERS SIGNATURE:

Noel Mason

DATE:

24/3/2021

Shift Locations		OFFICE USE ONLY (Do not delete or edit)	
Location	GL	Allocated Hrs Worked	
1			
2			
3			
4			
5			
6			
TOTAL HOURS WORKED		0.00	

TOTAL HRS WORKED		TOTAL LEAVE TAKEN	
TOTAL HRS WORKED	TOTAL LEAVE TAKEN	TOTAL HRS	TOTAL LEAVE TAKEN
76.000	0.000	76.000	0.000

FOR PERMANENT STAFF ONLY WITH TIL ACCRUALABLE

LESS PAYABLE HRS	TIL Accrued
76.000	0.000

(only negative TIL is accrued)

Please Note:
This timesheet must be completed at the end of each day.
Completed timesheets must be submitted to the Shire of Halls Creek by 3.00pm on the last Monday of each pay period.
Maximum total hours paid per fortnight to permanent fulltime staff is 76 hours unless pre-approved by your manager in writing.
Any hours worked in excess of 76 hours per pay period must be pre-approved by your manager & payroll are to be advised via the comments section as to how you are to be paid for those excess hours.
Any accrual of TIL extra paid hours or overtime (for hours worked over 76 hours per pay period including leave) must be pre-approved by your manager in writing.
Maximum leave hours taken per day is 7.5 and per fortnight is 76 (for permanent fulltime staff only).
Casuals are not eligible for leave and part time staff are pro-rata based on hours worked over the past 10 weeks.
Maximum daily mixed hours (worked and leave taken) is 7.5 hours.



SHIRE OF HALLS CREEK
CEO LEAVE APPLICATION FORM

I apply for 5 days of leave, commencing on 28 / 6 / 2021 and ending on 2 / 7 / 2021
(exc. Public holidays & weekends) (1st normal working day on leave) (last normal working day on leave)

The leave applied for is as follows:

Time in Lieu (if available, to be used before Annual Leave)

Annual Leave

Personal Leave (please state reason below)

Long Service Leave

Other Leave: _____

Leave Without Pay

5

Days
Days
Days
Days
Days
Days

SHIRE OF HALLS CREEK	Reg. in Records Doc ID
08 APR 2021	117820
RECEIVED	

TOTAL DAYS ON LEAVE _____ **(excluding Public holidays & Weekends)**

Name: Noel Mason

Date: 8 / 4 / 2021

Signed: Noel Mason

Employee # 160

PERSONAL LEAVE (previously known as Sick Leave)

A medical certificate is required to be attached for all absence's exceeding two (2) or more days, or if otherwise required.
(this will have been advised to you by your supervisor).

Reason for this leave: _____

Medical Certificate Supplied ☐

LEAVE PAID IN ADVANCE

Your leave will be paid with the "normal" pay cycle (ie. fortnightly as they fall due) unless you tick the box below. Please see the payroll staff for further details and conditions.

☐ I want my leave paid in advance

By ticking the box above, I understand that, only the leave I am taking will be paid to me in advance with the last pay before I go on leave, and that no ordinary hours will be paid to me in advance until I have worked them, and that no further leave payments will be made to me until the first pay due to me after I return to work.

APPROVAL BY SUPERVISOR &/or EXECUTIVE MANAGER

- ☐ Recommended subject to Applicant having sufficient leave
☐ Not recommended – this application must be filed on personal file

Supervisors Signature: _____

Date: _____ / _____ / _____

Managers Signature: _____

Date: _____ / _____ / _____

OTHER REQUESTS or RECOMMENDATIONS

Appendix B CEO's Credit Card Transactions

Credit Card Transactions for the Statement Period 25/02/2020 - 26/03/2021

User Name	Commit Description	Merchant Name	Purchase Date	Amount
Mason Noel	Cracker - Lyn Riddell farewell - Part of cost paid by staff donations	HALLS CREEK IGA EXPQPS	4/03/2021	\$ 5.14
Mason Noel	Morning Tea - Lyn Riddell farewell - Part of cost paid by staff donations	HALLS CREEK IGA EXPQPS	4/03/2021	\$ 17.17
Mason Noel	Meals - Management meeting in Kununurra	HOTEL KUNUNURRA	5/03/2021	\$ 118.00
Mason Noel	Meals - Management meeting in Kununurra	KIMBERLEY CAFE	6/03/2021	\$ 108.50
Mason Noel	Meals - Management meeting in Kununurra	COLES 0325	6/03/2021	\$ 16.96
Mason Noel	Meals - Management meeting in Kununurra	COLES 0325	6/03/2021	\$ 43.23
Mason Noel	Meals - Management meeting in Kununurra	Subway Kununurra	6/03/2021	\$ 46.90
Mason Noel	Accommodation - Management meeting in Kununurra	KIMBERLEYLAND HOLIDA	7/03/2021	\$ 858.00
Mason Noel	Parking Broome Airport - Fly to Perth - Finance management conference	BROOME INTERNATIONAL	9/03/2021	\$ 75.00
Mason Noel	accommodation for N Mason - Finance management conference	CROWN TOWERS PERTH	12/03/2021	\$ 1,259.38
Mason Noel	HC2850 - Diesel	CALTEX BROOME	14/03/2021	\$ 216.84
Mason Noel	Job advertisement - Director Infrastructure	AU* SEEK	19/03/2021	\$ 324.50
Mason Noel	Job advertisement - Works Manager	AU* SEEK	19/03/2021	\$ 313.50
Total Spend for March 2021 Statement				\$ 3,403.12

9.4.2 Accounts Paid by Authority (Summary) – March 2021

ITEM NUMBER:	9.4.2
REPORTING OFFICER	Daniel Milkins, Senior Finance Officer
SENIOR OFFICER	Lloyd Barton, Director of Corporate Services
MEETING DATE:	15 April 2021
DISCLOSURE OF INTEREST:	Nil

1.0 Matter for Consideration

1.1 Accounts paid by authority for March 2021 to be noted by Council.

2.0 Background

Nil.

3.0 Comments

3.1 Creditor payments for the month of March 2021 comprised as follows:

Bank Account	Type	Numbers	Amount
Municipal	Cheque & EFT	as per schedule	\$798,029.49
Restricted	Cheque & EFT		\$34,600.60
Trust	Cheque & EFT		\$0.00
Municipal	Payroll		\$362,670.94
TOTAL			\$1,195,301.03

3.2 The following schedules provide more information than the high-level summary provided in the last few months but not as detailed as the reports that were discouraged by audit. This should provide enough information for review of the payments. A detailed copy of the payments will be kept in the Finance Office.

4.0 Statutory Environment:

4.1 Regulation 13 of the Local Government (Financial Management) Regulations 1996 provides that a list of all accounts paid be presented to Council.

4.2 This list must include all payments made since the list was last prepared and presented to Council.

4.3 The list of payments made by authority for 1 March 2021 to 31 March 2021 is hereby presented to Council. (Appendix 9.4.2A).

5.0 Strategic Implications

5.1 Objective:

4. Civic: Working together to strengthen leadership and effective governance.

5.2 Outcome:

Civic - 4.1 A local government that is respected and accountable

5.3 Strategy:

Civic - 4.1.1 Provide strong, effective and functional governance and leadership in the Shire

6.0 Policy Implications:

6.1 All payments made in accordance with adopted Council policy and delegations.

7.0 Financial Implications

7.1 Out-flow of cash totalling \$1,195,301.03. All payments made have been within the provisions of the 2020-2021 Draft Budget.

8.0 Sustainability Implications

8.1 Environmental

There are no significant identifiable environmental impacts arising from adoption of the officer's recommendation.

8.2 Economic

There are no significant identifiable economic impacts arising from adoption of the officer's recommendation.

8.3 Social

There are no significant identifiable social impacts arising from adoption of the officer's recommendation.

9.0 Risk

9.1 Risk level is low.

9.2 Risk Control Measures - The Risk Control measures, are insignificant if Council acknowledges payment of accounts, the report is for information purposes only.

Table 9.1 Guide to quantifying risk

Event Likelihood / Impact Matrix			
Likelihood (refer Potential Risk Likelihood Guide)	Impact Failure to acknowledge the payment of Shire accounts exposes Councillors to a breach of the LG Act, and impacts on reputation.		
	Minor	Medium	High
Low (unlikely)	(1)	2	3
Moderate (likely)	2	4	6
High (very likely)	3	6	9

Possible responses to the raw risk score vary depending on the level of risk (low, moderate or high). Possible actions are:

Table 9.2 Guide to quantifying risk

Risk	
Low Risk	
a risk / activity with a score of 2 or less	manage by routine procedures
Moderate Risk	
a risk / activity with a score between 3 or 4 more is moderate risk	N/A
High Risk	
a risk activity with a score of 6 or more is a high risk	N/A
Risk Control Measure	Monthly reporting of Accounts eliminates risk.

OFFICER RECOMMENDATION/COUNCIL RESOLUTION: 2021/036

Moved: Cr Virginia O'Neil

Seconded: Cr Patricia McKay

That:

The total accounts paid by authority totalling \$1,195,301.03 summarised on the following schedules entitled 'Schedule of Sundry Creditor Accounts Paid by Authority (Summary) 01/03/2021 to 31/03/2021', 'Schedule of Restricted Creditor Accounts Paid by Authority (Summary) 01/03/2021 to 31/03/2021', 'Schedule of Trust Creditor Accounts Paid by Authority (Summary) 01/03/2021 to 31/03/2021' and 'Net Salaries and Wages Paid March 2021' (Appendix 9.4.2A) be received.

CARRIED 5/0

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SCHEDULE OF SUNDRY MUNICIPAL CREDITOR ACCOUNTS PAID BY AUTHORITY
(SUMMARY)
01/03/2021 to 31/03/2021

Chq/EFT	Date	Name	Description	Amount
EFT26318	05/03/2021	AERODROME MANAGEMENT SERVICES PTY LTD (AMS)	AERODROME OPERATION & MANAGEMENT SERVICES	-30,983.52
AERODROME MANAGEMENT SERVICES PTY LTD (AMS) Total				-30,983.52
EFT26306	05/03/2021	ALL HOURS AUTO ELECTRICS PTY LTD	ELECTRICAL SERVICES	-5,929.32
EFT26339	12/03/2021	ALL HOURS AUTO ELECTRICS PTY LTD	ELECTRICAL SERVICES	-1,444.30
ALL HOURS AUTO ELECTRICS PTY LTD Total				-7,373.62
EFT26372	19/03/2021	ALLGEAR MOTORCYCLES & SMALL ENGINES	PLANT PARTS	-102.50
EFT26416	26/03/2021	ALLGEAR MOTORCYCLES & SMALL ENGINES	PLANT PARTS	-1,234.45
ALLGEAR MOTORCYCLES & SMALL ENGINES Total				-1,336.95
DD18076.2	09/03/2021	AMP FLEXIBLE LIFETIME SUPER PLAN	SUPER. CONTRIBUTIONS	-200.09
DD18097.2	23/03/2021	AMP FLEXIBLE LIFETIME SUPER PLAN	SUPER. CONTRIBUTIONS	-171.62
AMP FLEXIBLE LIFETIME SUPER PLAN Total				-371.71
DD18076.9	09/03/2021	AMP SUPERANNUATION	SUPER. CONTRIBUTIONS	-441.42
DD18097.9	23/03/2021	AMP SUPERANNUATION	SUPER. CONTRIBUTIONS	-647.55
AMP SUPERANNUATION Total				-1,088.97
EFT26370	19/03/2021	AMPAC DEBT RECOVERY (WA) PTY LTD	DEBT COLLECTION	-5.50
AMPAC DEBT RECOVERY (WA) PTY LTD Total				-5.50
EFT26313	05/03/2021	ANIMAL MANAGEMENT IN RURAL AND REMOTE INDIGENOUS COMMUNITIES LTD (AMRRIC)	VET PROGRAM	-21,381.91
ANIMAL MANAGEMENT IN RURAL AND REMOTE INDIGENOUS COMMUNITIES LTD (AMRRIC) Total				-21,381.91
EFT26329	12/03/2021	ARAC REFRIGERATION & AIR CONDITIONING PTY LTD	AIRCON SERVICES	-222.50
EFT26429	26/03/2021	ARAC REFRIGERATION & AIR CONDITIONING PTY LTD	AIRCON SERVICES	-345.00
EFT26436	31/03/2021	ARAC REFRIGERATION & AIR CONDITIONING PTY LTD	AIRCON SERVICES	-137.50
ARAC REFRIGERATION & AIR CONDITIONING PTY LTD Total				-705.00
DD18076.8	09/03/2021	ASGARD SUPER (BT FUNDS MANAGEMENT LTD)	SUPER. CONTRIBUTIONS	-351.26
DD18097.8	23/03/2021	ASGARD SUPER (BT FUNDS MANAGEMENT LTD)	SUPER. CONTRIBUTIONS	-351.26
ASGARD SUPER (BT FUNDS MANAGEMENT LIMITED) Total				-702.52
EFT26365	19/03/2021	ASK WASTE MANAGEMENT PTY LTD	WASTE & TIP POST CLOSURE PLAN	-1,100.00
ASK WASTE MANAGEMENT PTY LTD Total				-1,100.00
EFT26307	05/03/2021	AUSCIVIL WA (INCARTA PTY LTD)	FRIEGHT	-6,600.00
AUSCIVIL WA (INCARTA PTY LTD) Total				-6,600.00
EFT26347	12/03/2021	AUSTRALIA POST	POSTAL CHARGES	-149.01
AUSTRALIA POST Total				-149.01
DD18101.1	09/03/2021	AUSTRALIAN SUPER	SUPER. CONTRIBUTIONS	-167.28
DD18102.1	09/03/2021	AUSTRALIAN SUPER	SUPER. CONTRIBUTIONS	-912.24
DD18102.2	23/03/2021	AUSTRALIAN SUPER	PAYROLL DEDUCTIONS	-456.12

Chq/EFT	Date	Name	Description	Amount
DD18103.1	23/03/2021	AUSTRALIAN SUPER	PAYROLL DEDUCTIONS	1,368.36
DD18076.15	09/03/2021	AUSTRALIAN SUPER	SUPER. CONTRIBUTIONS	-7,451.71
DD18097.16	23/03/2021	AUSTRALIAN SUPER	SUPER. CONTRIBUTIONS	-8,519.31
AUSTRALIAN SUPER Total				-16,138.30
EFT26374	19/03/2021	AUSTRALIAN TAXATION OFFICE (ATO)	BAS RETURN	-70,523.52
AUSTRALIAN TAXATION OFFICE (ATO) Total				-70,523.52
EFT26381	26/03/2021	AUSTRALIA'S NORTHWEST TOURISM	MARKETING	-5,500.00
AUSTRALIA'S NORTHWEST TOURISM Total				-5,500.00
DD18076.12	09/03/2021	AWARE SUPER	SUPER. CONTRIBUTIONS	-8,189.37
DD18097.12	23/03/2021	AWARE SUPER	SUPER. CONTRIBUTIONS	-8,602.50
AWARE SUPER Total				-16,791.87
EFT26316	05/03/2021	BAILEYS AUTO PARTS (EAST KIMBERLEY INVEST.)	PLANT PARTS	-752.05
BAILEYS AUTO PARTS (EAST KIMBERLEY INVESTMENTS) Total				-752.05
EFT26292	05/03/2021	BLACKWOODS (WINNELLIE)	DEPOT ITEMS	-93.79
BLACKWOODS (WINNELLIE) Total				-93.79
EFT26294	05/03/2021	BOAB CLEANING (MEGAN KILDEY)	CONTRACT CLEANING	-16,288.25
EFT26399	26/03/2021	BOAB CLEANING (MEGAN KILDEY)	CLEANING VARIATIONS	-3,271.00
BOAB CLEANING (MEGAN KILDEY) Total				-19,559.25
EFT26375	19/03/2021	BOC LTD	MONTHLY FEE	-70.37
BOC LTD Total				-70.37
EFT26324	12/03/2021	BONNIE ROSITA EDWARDS	COUNCILLOR ALLOWANCE	-496.73
EFT26383	26/03/2021	BONNIE ROSITA EDWARDS	COUNCILLOR ALLOWANCE	-496.73
BONNIE ROSITA EDWARDS Total				-993.46
EFT26394	26/03/2021	BOOEASY PTY LTD	MONTHLY FEE	-330.00
BOOEASY PTY LTD Total				-330.00
EFT26311	05/03/2021	BP AUSTRALIA PTY LTD (PERTH)	FUEL PURCHASE	-189.28
BP AUSTRALIA PTY LTD (PERTH) Total				-189.28
EFT26309	05/03/2021	BRADTRAC PTY LTD	TYRES	-7,557.00
BRADTRAC PTY LTD Total				-7,557.00
DD18076.6	09/03/2021	BT SUPER FOR LIFE (SYDNEY)	PAYROLL DEDUCTIONS	-839.49
DD18097.6	23/03/2021	BT SUPER FOR LIFE (SYDNEY)	PAYROLL DEDUCTIONS	-839.49
BT SUPER FOR LIFE (SYDNEY) Total				-1,678.98
EFT26332	12/03/2021	BURRALUBA YURA NGURRA WORKERS HOSTEL	PAYROLL DEDUCTIONS	-313.00
EFT26395	26/03/2021	BURRALUBA YURA NGURRA WORKERS HOSTEL	PAYROLL DEDUCTIONS	-313.00
BURRALUBA YURA NGURRA WORKERS HOSTEL Total				-626.00
EFT26336	12/03/2021	CASTLEDINE GREGORY	LEGAL ADVICE	-532.40
EFT26362	19/03/2021	CASTLEDINE GREGORY	LEGAL ADVICE	-487.30
EFT26408	26/03/2021	CASTLEDINE GREGORY	LEASE REVIEW	-774.40
CASTLEDINE GREGORY Total				-1,794.10
DD18120.1	31/03/2021	CBA - CREDIT CARDS ONLY	CREDIT CARD TRANSACTIONS	-12,379.87
CBA - CREDIT CARDS ONLY Total				-12,379.87
DD18124.1	30/03/2021	CBA - OTHER DIRECT DEBITS ONLY	BANK FEES	-434.04
DD18124.2	30/03/2021	CBA - OTHER DIRECT DEBITS ONLY	BANK FEES	-9.02

Chq/EFT	Date	Name	Description	Amount
DD18126.1	01/03/2021	CBA - OTHER DIRECT DEBITS ONLY	BANK FEES	-0.09
CBA - OTHER DIRECT DEBITS ONLY Total				-443.15
EFT26299	05/03/2021	CDM HYDRAULICS PTY LTD	VEHICLE SERVICING	-1,569.58
EFT26433	26/03/2021	CDM HYDRAULICS PTY LTD	OILS	-3,917.76
CDM HYDRAULICS PTY LTD Total				-5,487.34
EFT26308	05/03/2021	CGL FUEL PTY LTD	FUEL PURCHASE	-18,088.13
EFT26414	26/03/2021	CGL FUEL PTY LTD	FUEL PURCHASE	-9,677.54
CGL FUEL PTY LTD Total				-27,765.67
EFT26349	12/03/2021	CHILD SUPPORT AGENCY	PAYROLL DEDUCTIONS	-1,853.65
EFT26423	26/03/2021	CHILD SUPPORT AGENCY	PAYROLL DEDUCTIONS	-1,853.65
CHILD SUPPORT AGENCY Total				-3,707.30
EFT26328	12/03/2021	CHRISTOPHER LOESSL	COUNCILLOR ALLOWANCE	-589.41
EFT26391	26/03/2021	CHRISTOPHER LOESSL	COUNCILLOR ALLOWANCE	-589.41
CHRISTOPHER LOESSL Total				-1,178.82
EFT26420	26/03/2021	CJD EQUIPMENT PTY LTD	OILS	-4,909.44
CJD EQUIPMENT PTY LTD Total				-4,909.44
EFT26304	05/03/2021	CMT BUILDING WA	BUILDING MAINTENANCE	-1,538.88
CMT BUILDING WA Total				-1,538.88
EFT26404	26/03/2021	CORSIGN WA PTY LTD	SIGNS	-2,145.00
CORSIGN WA PTY LTD Total				-2,145.00
EFT26319	05/03/2021	D & T HARDWARE	KEYS	-60.00
D & T HARDWARE Total				-60.00
EFT26343	12/03/2021	DARREN CASE	EXPENSE CLAIM	-948.60
DARREN CASE Total				-948.60
EFT26333	12/03/2021	DARRYLIN GORDON	COUNCILLOR ALLOWANCE	-496.73
EFT26401	26/03/2021	DARRYLIN GORDON	COUNCILLOR ALLOWANCE	-496.73
DARRYLIN GORDON Total				-993.46
EFT26300	05/03/2021	DATACOM SOLUTIONS (AU) PTY LTD	MONTHLY FEE	-1,375.00
DATACOM SOLUTIONS (AU) PTY LTD Total				-1,375.00
EFT26384	26/03/2021	DEAN WILSON TRANSPORT	FREIGHT	-36.30
DEAN WILSON TRANSPORT Total				-36.30
24723	05/03/2021	DEPT. OF HOUSING (HALLS CREEK)	PAYROLL DEDUCTIONS	-1,400.10
24726	12/03/2021	DEPT. OF HOUSING (HALLS CREEK)	PAYROLL DEDUCTIONS	-1,400.10
24731	25/03/2021	DEPT. OF HOUSING (HALLS CREEK)	PAYROLL DEDUCTIONS	-1,400.10
DEPT. OF HOUSING (HALLS CREEK) Total				-4,200.30
EFT26285	05/03/2021	DEPT. OF TRAINING & WORKFORCE DEV.	ACCREDITATION	-8,070.00
DEPT. OF TRAINING & WORKFORCE DEVELOPMENT Total				-8,070.00
DD18068.2	04/03/2021	DEPT. OF TRANSPORT (DOT)	DOT REMITTANCE	-16,365.50
DD18118.1	26/03/2021	DEPT. OF TRANSPORT (DOT)	DOT REMITTANCE	-14,758.55
DD18136.1	26/03/2021	DEPT. OF TRANSPORT (DOT)	DOT REMITTANCE	-3,476.55
DEPT. OF TRANSPORT (DOT) Total				-34,600.60
EFT26345	12/03/2021	EAST KIMBERLEY HARDWARE (MITRE 10)	HARDWARE	-300.00
EAST KIMBERLEY HARDWARE (MITRE 10) Total				-300.00
EFT26296	05/03/2021	EASYWEB DIGITAL PTY LTD	PUBLIC WIFI	-451.66
EASYWEB DIGITAL PTY LTD Total				-451.66

Chq/EFT	Date	Name	Description	Amount
DD18128.2	16/03/2021	ENETT INTERNATIONAL	MONTHLY FEE	-16.50
ENETT INTERNATIONAL Total				-16.50
DD18076.10	09/03/2021	ESSENTIAL SUPER	SUPER. CONTRIBUTIONS	-240.65
DD18097.10	23/03/2021	ESSENTIAL SUPER	SUPER. CONTRIBUTIONS	-240.65
ESSENTIAL SUPER Total				-481.30
EFT26435	31/03/2021	FIN RESOURCES LTD	RATES REFUND	-1,037.67
FIN RESOURCES LIMITED Total				-1,037.67
EFT26357	19/03/2021	FOURIER TECHNOLOGIES PTY LTD	IT SERVICES	-17,110.05
EFT26397	26/03/2021	FOURIER TECHNOLOGIES PTY LTD	IT SERVICES	-1,550.73
FOURIER TECHNOLOGIES PTY LTD Total				-18,660.78
EFT26323	12/03/2021	G & V ROBERTS PTY LTD (GVR)	FREIGHT	-12,094.50
EFT26352	19/03/2021	G & V ROBERTS PTY LTD (GVR)	FREIGHT	-517.00
G & V ROBERTS PTY LTD (GVR) Total				-12,611.50
EFT26291	05/03/2021	GHD PTY LTD	CONSULTANCY SERVICE	-1,897.29
EFT26389	26/03/2021	GHD PTY LTD	CONSULTANCY SERVICE	-1,175.30
GHD PTY LTD Total				-3,072.59
EFT26297	05/03/2021	GREENFIELD TECHNICAL SERVICES	ENGINEERING SERVICES	-30,756.58
EFT26335	12/03/2021	GREENFIELD TECHNICAL SERVICES	ENGINEERING SERVICES	-16,500.00
EFT26406	26/03/2021	GREENFIELD TECHNICAL SERVICES	ENGINEERING SERVICES	-21,087.00
EFT26432	26/03/2021	GREENFIELD TECHNICAL SERVICES	ENGINEERING SERVICES	-15,878.50
GREENFIELD TECHNICAL SERVICES Total				-84,222.08
EFT26430	26/03/2021	HALLS CREEK HOME & HALLS CREEK ELECTRICAL & REFRIGERATION	WHITE GOODS	-1,745.85
EFT26438	31/03/2021	HALLS CREEK HOME & HALLS CREEK ELECTRICAL & REFRIGERATION	FURNITURE	-1,929.00
HALLS CREEK HOME & HALLS CREEK ELECTRICAL & REFRIGERATION Total				-3,674.85
EFT26321	12/03/2021	HALLS CREEK MOTEL	CATERING	-4,643.00
EFT26351	19/03/2021	HALLS CREEK MOTEL	ACCOMMODATION & MEALS	-465.00
EFT26379	26/03/2021	HALLS CREEK MOTEL	CATERING	-765.00
HALLS CREEK MOTEL Total				-5,873.00
EFT26303	05/03/2021	HALLS CREEK TYRES PTY LTD	TYRES	-1,227.00
EFT26337	12/03/2021	HALLS CREEK TYRES PTY LTD	TYRES	-6,728.00
EFT26364	19/03/2021	HALLS CREEK TYRES PTY LTD	TYRES	-55.00
EFT26409	26/03/2021	HALLS CREEK TYRES PTY LTD	TYRES	-964.00
EFT26441	31/03/2021	HALLS CREEK TYRES PTY LTD	TYRES	-1,360.00
HALLS CREEK TYRES PTY LTD Total				-10,334.00
EFT26361	19/03/2021	HARVEY PAINTING SERVICES WA	VANDALISM REPAIRS	-1,680.00
HARVEY PAINTING SERVICES WA Total				-1,680.00
EFT26340	12/03/2021	HAULMORE TRAILER SALES PTY LTD	VEHICLE SERVICING	-3,360.65
EFT26369	19/03/2021	HAULMORE TRAILER SALES PTY LTD	PLANT PARTS	-6,187.71
HAULMORE TRAILER SALES PTY LTD Total				-9,548.36
DD18076.3	09/03/2021	HESTA SUPER FUND	SUPER. CONTRIBUTIONS	-231.90
DD18097.3	23/03/2021	HESTA SUPER FUND	SUPER. CONTRIBUTIONS	-232.11
HESTA SUPER FUND Total				-464.01
DD18076.18	09/03/2021	HOST PLUS SUPERANNUATION FUND	SUPER. CONTRIBUTIONS	-281.31

Chq/EFT	Date	Name	Description	Amount
DD18097.19	23/03/2021	HOST PLUS SUPERANNUATION FUND	SUPER. CONTRIBUTIONS	-255.73
HOST PLUS SUPERANNUATION FUND Total				-537.04
EFT26330	12/03/2021	IGA X-PRESS (HALLS CREEK)	VOUCHERS	-8,415.20
EFT26356	19/03/2021	IGA X-PRESS (HALLS CREEK)	YENO FOOD	-1,129.81
EFT26393	26/03/2021	IGA X-PRESS (HALLS CREEK)	FOOD FOR SENTINAL CHICKENS	-190.40
IGA X-PRESS (HALLS CREEK) Total				-9,735.41
EFT26302	05/03/2021	INLOGIK PTY LTD	MONTHLY FEE	-436.29
INLOGIK PTY LTD Total				-436.29
EFT26317	05/03/2021	IT VISION	RATES SERVICE	-2,618.00
EFT26445	31/03/2021	IT VISION	SOFTWARE IMPLEMENTATION	-12,746.80
IT VISION Total				-15,364.80
EFT26350	12/03/2021	IXOM OPERATIONS PTY LTD	SERVICE FEE	-195.58
IXOM OPERATIONS PTY LTD Total				-195.58
EFT26444	31/03/2021	KIMBERLEY ABORIGINAL MEDICAL SERVICES COUNCIL	REFUND	-1,200.00
KIMBERLEY ABORIGINAL MEDICAL SERVICES COUNCIL Total				-1,200.00
EFT26301	05/03/2021	KIMBERLEY FIRE SYSTEMS	MONTHLY FEES	-330.00
KIMBERLEY FIRE SYSTEMS Total				-330.00
EFT26314	05/03/2021	KUNDAT DJARU COMMUNITY STORE ABORIGINAL CORP.	YOUTH PROGRAM	-66.93
EFT26434	26/03/2021	KUNDAT DJARU COMMUNITY STORE ABORIGINAL CORP.	YOUTH PROGRAM	-82.20
KUNDAT DJARU COMMUNITY STORE ABORIGINAL CORPORATION Total				-149.13
EFT26289	05/03/2021	KUNUNURRA HOME & GARDEN	BUILDING MAINTENANCE	-760.00
EFT26354	19/03/2021	KUNUNURRA HOME & GARDEN	BUILDING MAINTENANCE	-570.00
EFT26385	26/03/2021	KUNUNURRA HOME & GARDEN	BUILDING MAINTENANCE	-2,197.00
EFT26427	26/03/2021	KUNUNURRA HOME & GARDEN	MINOR DEPOT ITEMS	-764.40
KUNUNURRA HOME & GARDEN Total				-4,291.40
EFT26443	31/03/2021	KUNUNURRA RETRAVISION	ROUTER	-429.00
KUNUNURRA RETRAVISION Total				-429.00
EFT26288	05/03/2021	LANDGATE	PROPERTY SERVICES	-290.20
LANDGATE Total				-290.20
EFT26348	12/03/2021	LGRCEU (WA SHIRE COUNCILS UNION)	PAYROLL DEDUCTIONS	-19.40
EFT26422	26/03/2021	LGRCEU (WA SHIRE COUNCILS UNION)	PAYROLL DEDUCTIONS	-19.40
LGRCEU (WA SHIRE COUNCILS UNION) Total				-38.80
EFT26280	04/03/2021	LLOYD BARTON	REIMBURSEMENT	-2,550.03
LLOYD BARTON Total				-2,550.03
EFT26359	19/03/2021	LYNDELLE WILSON	ACCOUNTING SERVICES	-2,520.00
LYNDELLE WILSON Total				-2,520.00
EFT26287	05/03/2021	MAJOR MOTORS PTY LTD	PLANT PARTS	-208.03
MAJOR MOTORS PTY LTD Total				-208.03
EFT26322	12/03/2021	MALCOLM HACK EDWARDS	COUNCILLOR ALLOWANCE	-867.46
EFT26380	26/03/2021	MALCOLM HACK EDWARDS	COUNCILLOR ALLOWANCE	-867.46
MALCOLM HACK EDWARDS Total				-1,734.92
EFT26310	05/03/2021	MANDY WYNNE	ACCOUNTING SERVICES	-5,280.00
MANDY WYNNE Total				-5,280.00

Chq/EFT	Date	Name	Description	Amount
EFT26278	04/03/2021	MARGARET GLASS	REIMBURSEMENT	-2,550.03
EFT26400	26/03/2021	MARGARET GLASS	EXPENSE CLAIM	-247.50
MARGARET GLASS Total				-2,797.53
24732	25/03/2021	MARK TORY	RATES PRIZE WINNER	-2,000.00
MARK TORY Total				-2,000.00
EFT26341	12/03/2021	MARTIN SONS CONTRACTING	PLUMBING SERVICES	-1,875.05
MARTIN SONS CONTRACTING Total				-1,875.05
EFT26279	04/03/2021	MATTHEW JAMES HOBSON	REIMBURSEMENT	-2,550.03
MATTHEW JAMES HOBSON Total				-2,550.03
EFT26421	26/03/2021	MCLEAN ENTERPRISES PTY LTD	FREIGHT	-66.00
MCLEAN ENTERPRISES PTY LTD Total				-66.00
EFT26376	19/03/2021	METALAND (KUNUNURRA)	METAL	-2,473.17
METALAND (KUNUNURRA) Total				-2,473.17
DD18076.4	09/03/2021	MLC MASTERKEY BUSINESS SUPER	SUPER. CONTRIBUTIONS	-180.50
DD18097.4	23/03/2021	MLC MASTERKEY BUSINESS SUPER	SUPER. CONTRIBUTIONS	-223.49
MLC MASTERKEY BUSINESS SUPER Total				-403.99
DD18076.5	09/03/2021	MOBISUPER	SUPER. CONTRIBUTIONS	-213.56
DD18097.5	23/03/2021	MOBISUPER	SUPER. CONTRIBUTIONS	-99.56
MOBISUPER Total				-313.12
EFT26334	12/03/2021	MOORE AUSTRALIA (WA) PTY LTD	ACCOUNTING SERVICES	-4,620.00
MOORE AUSTRALIA (WA) PTY LTD Total				-4,620.00
EFT26295	05/03/2021	MRB PLUMBING LTD	PLUMBING SERVICES	-4,066.92
EFT26360	19/03/2021	MRB PLUMBING LTD	PLUMBING SERVICES	-619.30
EFT26402	26/03/2021	MRB PLUMBING LTD	PLUMBING SERVICES	-2,449.04
MRB PLUMBING LTD Total				-7,135.26
EFT26368	19/03/2021	MRG RESOURCES PTY LTD	RATES REFUND	-5,484.80
MRG RESOURCES PTY LTD Total				-5,484.80
DD18076.1	09/03/2021	MTAA SUPERANNUATION FUND	PAYROLL DEDUCTIONS	-1,260.19
DD18097.1	23/03/2021	MTAA SUPERANNUATION FUND	PAYROLL DEDUCTIONS	-1,201.58
MTAA SUPERANNUATION FUND Total				-2,461.77
EFT26277	04/03/2021	MUSA MONO	REIMBURSEMENT	-1,530.01
EFT26283	04/03/2021	MUSA MONO	REIMBURSEMENT	-1,530.00
EFT26331	12/03/2021	MUSA MONO	EXPENSE CLAIM	-250.00
MUSA MONO Total				-3,310.01
EFT26366	19/03/2021	NEIL MANSELL TRANSPORT PTY LTD	FREIGHT	-352.00
EFT26410	26/03/2021	NEIL MANSELL TRANSPORT PTY LTD	FREIGHT	-55.00
NEIL MANSELL TRANSPORT PTY LTD Total				-407.00
EFT26282	04/03/2021	NOEL MASON	REIMBURSEMENT	-4,266.34
EFT26284	04/03/2021	NOEL MASON	REIMBURSEMENT	-4,266.34
NOEL MASON Total				-8,532.68
EFT26412	26/03/2021	NORTH WEST LEASING PTY LTD	CONSTRUCTION SERVICES	-4,510.00
NORTH WEST LEASING PTY LTD Total				-4,510.00
EFT26286	05/03/2021	OFFICE NATIONAL (KUNUNURRA)	MONTHLY FEE	-145.00
EFT26353	19/03/2021	OFFICE NATIONAL (KUNUNURRA)	WIRE BINDING MACHINE	-489.00

Chq/EFT	Date	Name	Description	Amount
EFT26382	26/03/2021	OFFICE NATIONAL (KUNUNURRA)	STATIONARY	-688.42
OFFICE NATIONAL (KUNUNURRA) (COOLGEM HOLDINGS PTY LTD) Total				-1,322.42
EFT26442	31/03/2021	OFFICE OF THE AUDITOR GENERAL	AUDIT FEE	-63,250.00
OFFICE OF THE AUDITOR GENERAL Total				-63,250.00
EFT26403	26/03/2021	OPTIC SECURITY GROUP NORWEST	SWIPE CARDS	-58.50
OPTIC SECURITY GROUP NORWEST Total				-58.50
24729	25/03/2021	OPTUS COMMUNICATIONS	SATELLITE PHONE CHARGES	-146.97
OPTUS COMMUNICATIONS Total				-146.97
EFT26405	26/03/2021	ORD AGRICULTURAL EQUIPMENT	PLANT PARTS	-601.73
ORD AGRICULTURAL EQUIPMENT Total				-601.73
EFT26342	12/03/2021	PACIFIC BAGS AUSTRALIA PTY LTD	SAND BAGS	-385.00
PACIFIC BAGS AUSTRALIA PTY LTD Total				-385.00
EFT26346	12/03/2021	PATRICIA ANNE MCKAY	COUNCILLOR ALLOWANCE	-496.73
EFT26419	26/03/2021	PATRICIA ANNE MCKAY	COUNCILLOR ALLOWANCE	-496.73
PATRICIA ANNE MCKAY Total				-993.46
EFT26281	04/03/2021	PHIL BURGESS	REIMBURSEMENT	-2,550.03
PHIL BURGESS Total				-2,550.03
24722	05/03/2021	PIVOTEL SATELLITE PTY LTD	SATELLITE PHONE CHARGES	-60.00
24730	25/03/2021	PIVOTEL SATELLITE PTY LTD	SATELLITE PHONE CHARGES	-882.00
PIVOTEL SATELLITE PTY LTD Total				-942.00
EFT26363	19/03/2021	POOLWERX BROOME (J MOORE & N MOORE)	CHEMICALS	-2,881.48
POOLWERX BROOME (J MOORE & N MOORE) Total				-2,881.48
DD18097.14	23/03/2021	PRIME SUPER	SUPER. CONTRIBUTIONS	-84.31
PRIME SUPER Total				-84.31
EFT26439	31/03/2021	RAC MOTORING PTY LTD	BREAKDOWN SERVICES	-198.00
RAC MOTORING PTY LTD (ROYAL AUTOMOBILE CLUB WA) Total				-198.00
EFT26305	05/03/2021	READOS AUTO CARE PTY LTD	FUEL PURCHASE	-1,540.84
EFT26367	19/03/2021	READOS AUTO CARE PTY LTD	VEHICLE SERVICING	-2,214.55
EFT26411	26/03/2021	READOS AUTO CARE PTY LTD	BATTERIES	-1,067.49
READOS AUTO CARE PTY LTD Total				-4,822.88
EFT26377	19/03/2021	REGIONAL POWER CORPORATION (HORIZON POWER)	UTILITIES	-24,815.71
EFT26425	26/03/2021	REGIONAL POWER CORPORATION (HORIZON POWER)	UTILITIES	-27,152.19
EFT26446	31/03/2021	REGIONAL POWER CORPORATION (HORIZON POWER)	UTILITIES	-13,143.49
REGIONAL POWER CORPORATION (HORIZON POWER) Total				-65,111.39
DD18076.16	09/03/2021	REST SUPERANNUATION	SUPER. CONTRIBUTIONS	-309.08
DD18097.17	23/03/2021	REST SUPERANNUATION	SUPER. CONTRIBUTIONS	-1,148.84
REST SUPERANNUATION Total				-1,457.92
24728	25/03/2021	RICHARD LONG	RATES PRIZE WINNER	-2,000.00
RICHARD LONG Total				-2,000.00
EFT26326	12/03/2021	ROSEMARY STRETCH	COUNCILLOR ALLOWANCE	-496.73
EFT26388	26/03/2021	ROSEMARY STRETCH	COUNCILLOR ALLOWANCE	-496.73
ROSEMARY STRETCH Total				-993.46

Chq/EFT	Date	Name	Description	Amount
EFT26312	05/03/2021	ROSMECH SALES & SERVICE PTY LTD	PLANT PARTS	-1,177.55
ROSMECH SALES & SERVICE PTY LTD Total				-1,177.55
24725	05/03/2021	SHIRE OF BROOME	COURSE FEES	-1,100.00
SHIRE OF BROOME Total				-1,100.00
24724	05/03/2021	SHIRE OF HALLS CREEK (PAYROLL)	PAYROLL DEDUCTIONS	-110.00
24734	25/03/2021	SHIRE OF HALLS CREEK (PAYROLL)	PAYROLL DEDUCTIONS	-827.90
SHIRE OF HALLS CREEK (PAYROLL) Total				-937.90
EFT26407	26/03/2021	SKYMESH PTY LTD	INTERNET SERVICES	-539.70
SKYMESH PTY LTD Total				-539.70
EFT26290	05/03/2021	SPINIFEX CONTRACTING	BUILDING MAINTENANCE	-10,450.00
EFT26355	19/03/2021	SPINIFEX CONTRACTING	BUILDING MAINTENANCE	-660.00
EFT26386	26/03/2021	SPINIFEX CONTRACTING	TREE REMOVAL	-6,017.55
EFT26428	26/03/2021	SPINIFEX CONTRACTING	SECURITY CALL OUTS	-2,259.07
SPINIFEX CONTRACTING Total				-19,386.62
DD18076.17	09/03/2021	STATEWIDE SUPER	SUPER. CONTRIBUTIONS	-366.33
DD18097.18	23/03/2021	STATEWIDE SUPER	SUPER. CONTRIBUTIONS	-366.33
STATEWIDE SUPER Total				-732.66
EFT26344	12/03/2021	STEPHEN MORICE	EXPENSE CLAIM	-1,448.85
EFT26373	19/03/2021	STEPHEN MORICE	EXPENSE CLAIM	-528.85
EFT26417	26/03/2021	STEPHEN MORICE	EXPENSE CLAIM	-21.10
STEPHEN MORICE Total				-1,998.80
DD18076.7	09/03/2021	SUNSUPER SUPERANNUATION FUND	SUPER. CONTRIBUTIONS	-451.15
DD18097.7	23/03/2021	SUNSUPER SUPERANNUATION FUND	SUPER. CONTRIBUTIONS	-468.96
SUNSUPER SUPERANNUATION FUND Total				-920.11
DD18076.13	09/03/2021	SUPER DIRECTIONS FUND (AMP)	SUPER. CONTRIBUTIONS	-221.48
DD18097.13	23/03/2021	SUPER DIRECTIONS FUND (AMP)	SUPER. CONTRIBUTIONS	-222.76
SUPER DIRECTIONS FUND (AMP) Total				-444.24
24727	12/03/2021	TELSTRA	FIXED SERVICES	-5,659.07
TELSTRA Total				-5,659.07
EFT26437	31/03/2021	THE KIMBERLEY GRANDE HOTEL	ACCOMMODATION & MEALS	-544.00
THE KIMBERLEY GRANDE HOTEL Total				-544.00
DD18076.14	09/03/2021	THE TRUSTEE FOR HOBSON SUPER FUND	SUPER. CONTRIBUTIONS	-1,106.14
DD18097.15	23/03/2021	THE TRUSTEE FOR HOBSON SUPER FUND	SUPER. CONTRIBUTIONS	-1,106.14
THE TRUSTEE FOR HOBSON SUPER FUND Total				-2,212.28
EFT26378	26/03/2021	TOLL EXPRESS	FREIGHT	-130.74
TOLL EXPRESS Total				-130.74
EFT26320	05/03/2021	TOTALLY WORKWEAR (BROOME)	UNIFORMS	-1,021.10
TOTALLY WORKWEAR (BROOME) Total				-1,021.10
DD18076.11	09/03/2021	UNI SUPER LTD	SUPER. CONTRIBUTIONS	-255.77
DD18097.11	23/03/2021	UNI SUPER LTD	SUPER. CONTRIBUTIONS	-255.77
UNI SUPER LTD Total				-511.54
EFT26327	12/03/2021	VIRGINIA O'NEIL	COUNCILLOR ALLOWANCE	-496.73
EFT26390	26/03/2021	VIRGINIA O'NEIL	COUNCILLOR ALLOWANCE	-496.73
VIRGINIA O'NEIL Total				-993.46
EFT26293	05/03/2021	VISION POWER PTY LTD	ELECTRICAL SERVICES	-1,574.43

Chq/EFT	Date	Name	Description	Amount
EFT26358	19/03/2021	VISION POWER PTY LTD	ELECTRICAL SERVICES	-437.76
EFT26398	26/03/2021	VISION POWER PTY LTD	ELECTRICAL SERVICES	-1,054.63
EFT26431	26/03/2021	VISION POWER PTY LTD	ELECTRICAL SERVICES	-282.59
EFT26440	31/03/2021	VISION POWER PTY LTD	ELECTRICAL SERVICES	-1,016.07
VISION POWER PTY LTD Total				-4,365.48
24733	25/03/2021	WATER CORPORATION (OSBORNE PARK)	UTILITIES	-236.51
24736	31/03/2021	WATER CORPORATION (OSBORNE PARK)	UTILITIES	-14,369.88
WATER CORPORATION (OSBORNE PARK) Total				-14,606.39
EFT26371	19/03/2021	WESLEY ADAM BAMBLING	METAL WORKS	-1,859.00
EFT26415	26/03/2021	WESLEY ADAM BAMBLING	METAL WORKS	-900.50
WESLEY ADAM BAMBLING Total				-2,759.50
EFT26315	05/03/2021	WESTRAC PTY LTD	BATTERIES	-6,815.01
EFT26418	26/03/2021	WESTRAC PTY LTD	VEHICLE SERVICING	-441.88
WESTRAC PTY LTD Total				-7,256.89
EFT26338	12/03/2021	WINC AUSTRALIA PTY LTD	STATIONARY	-4,256.44
EFT26413	26/03/2021	WINC AUSTRALIA PTY LTD	STATIONARY	-2,750.66
WINC AUSTRALIA PTY LIMITED Total				-7,007.10
EFT26426	26/03/2021	WIRRIMANU (BALGO) COMMUNITY STORE	CHILDHOOD PROJECT	-3,999.16
WIRRIMANU (BALGO) COMMUNITY STORE Total				-3,999.16
EFT26325	12/03/2021	WUNAN FOUNDATION INC - KUNUNURRA	PAYROLL DEDUCTIONS	-480.00
EFT26387	26/03/2021	WUNAN FOUNDATION INC - KUNUNURRA	PAYROLL DEDUCTIONS	-480.00
WUNAN FOUNDATION INC - KUNUNURRA Total				-960.00
EFT26298	05/03/2021	ZHICHAO (SAM) SONG	EXPENSE CLAIM	-69.90
ZHICHAO (SAM) SONG Total				-69.90

Total Sundry Creditor Accounts Paid by Authority \$798,029.49
February 2021 Gross Salaries & Wages Paid \$362,670.94

SCHEDULE OF RESTRICTED CREDITOR ACCOUNTS PAID BY AUTHORITY
(SUMMARY)
01/03/2021 to 31/03/2021

Chq/EFT	Date	Name	Description	Amount
DD18068.2	04/03/2021	DEPT. OF TRANSPORT (DOT) - LICENSING AGENT	DOT REMITTANCE PE24/02/21	-16,365.50
DD18118.1	26/03/2021	DEPT. OF TRANSPORT (DOT) - LICENSING AGENT	DOT REMITTANCE PE19/03/21	-14,758.55
DD18136.1	26/03/2021	DEPT. OF TRANSPORT (DOT) - LICENSING AGENT	DOT REMITTANCE PE26/03/21	-3,476.55
DEPT. OF TRANSPORT (DOT) - LICENSING AGENT Total				-34,600.60

Total Restricted Creditor Accounts Paid by Authority \$34,600.60

SCHEDULE OF TRUST CREDITOR ACCOUNTS PAID BY AUTHORITY (SUMMARY)
01/03/2021 to 31/03/2021

PAY# OR INV#	DATE	NAME	REASON FOR CANCELLATION	AMOUNT
NIL				

Total Trust Creditor Accounts Paid by Authority \$0.00

SCHEDULE OF CANCELLED PAYMENTS – MUNICIPAL
01/03/2021 to 31/03/2021

PAY# OR INV#	DATE	NAME	REASON FOR CANCELLATION	AMOUNT
24735	25/03/21	Kim Chua	Raised in error	2,924.46

SCHEDULE OF CANCELLED PAYMENTS - RESTRICTED
01/03/2021 to 31/03/2021

PAY# OR INV#	DATE	NAME	REASON FOR CANCELLATION	AMOUNT
NIL				

SCHEDULE OF CANCELLED PAYMENTS - TRUST
01/03/2021 to 31/03/2021

PAY# OR INV#	DATE	NAME	REASON FOR CANCELLATION	AMOUNT
NIL				

Appendix 9.3.2B

SCHEDULE OF CREDIT CARD TRANSACTIONS PROCESSED (DETAILED)

01/03/2021 TO 31/03/2021

CARD HOLDER	DATE	MERCHANT	PURPOSE	AMOUNT
BURGESS, P	24/02/2021	AU* SEEK 36281571	Advertisement - Heavy Diesel Mechanic	324.50
BURGESS, P	27/02/2021	WARMUN ROADHOUSE	HC2824 - Diesel	80.00
BURGESS, P	27/02/2021	THE KIMBERLEY GRANDE HOTEL	Recruitment fee - Accommodation for Steve Morice	153.00
BURGESS, P	5/03/2021	Adobe Systems Pty Ltd	Adobe Subscription Mar 2021	21.99
BURGESS, P	8/03/2021	NGIYALI ROADHOUSE	Lunch for Phil Burgess & Malcolm Edwards - Broome	16.20
BURGESS, P	8/03/2021	NGIYALI ROADHOUSE	Lunch for Phil Burgess & Malcolm Edwards - Broome	16.20
BURGESS, P	8/03/2021	NGIYALI ROADHOUSE	HC2824 - Diesel	78.73
BURGESS, P	9/03/2021	MCDONALDS BROOME	Dinner for Phil Burgess - Broome RRG Meeting	20.20
BURGESS, P	9/03/2021	LAL CHAND PTY LTD	meal for Phil Burgess & Malcolm Edwards - Broome	22.00
BURGESS, P	9/03/2021	LAL CHAND PTY LTD	meal for Phil Burgess & Malcolm Edwards - Broome	22.00
BURGESS, P	10/03/2021	LAL CHAND PTY LTD	meal for Phil Burgess & Malcolm Edwards - Broome	22.00
BURGESS, P	10/03/2021	LAL CHAND PTY LTD	meal for Phil Burgess & Malcolm Edwards - Broome	22.00
BURGESS, P	10/03/2021	JALANGURRU MAYI CAFE	Lunch for Phil Burgess & Malcolm Edwards - Broome	15.25
BURGESS, P	10/03/2021	JALANGURRU MAYI CAFE	Lunch for Phil Burgess & Malcolm Edwards - Broome	15.25
BURGESS, P	10/03/2021	JALANGURRU MAYI CAFE	Tea for Phil Burgess - Broome RRG meeting	5.00
BURGESS, P	10/03/2021	BP BROOME 6075	HC2824 - Diesel	163.13
BURGESS, P	19/03/2021	HALLS CREEK IGA XPRE	Batteries for camera flood damage photos and SLK	29.62
BURGESS, P Total				1,027.07
GLASS, M	6/12/2020	POST HALLS CREEK LPOHA	WWC Screening - Nicole Lockwood	87.00
GLASS, M	1/01/2021	Upwork -350339049Member	Shire Logo Redesign	66.92
GLASS, M	2/01/2021	TELSTRA	Telstra Recharge - YENO	50.00
GLASS, M	4/01/2021	GREYHOUND AUSTRALIA	DYCD Support Staff - Grant writing Broome to Halls Creek	253.00
GLASS, M	9/01/2021	NEWS LIMITED	The Australian Subscription	40.00
GLASS, M	12/01/2021	DEPT OF HEALTH PHARM	Renew - Chlorine Llicense	127.00
GLASS, M	18/01/2021	Upwork -354168183REF	shire Logo Update	41.34
GLASS, M	28/01/2021	VIRGIN AUSTRALIA	Olabud Doogethu - Team Development	450.00
GLASS, M	28/01/2021	VIRGIN AUSTRALIA	OD - Training Development	4.61
GLASS, M	2/02/2021	Upwork -357576464Member	SOHC Corporate Logo Rebranding	67.23
GLASS, M	3/02/2021	AU* SEEK 36079771	Recruitment AD- Manager of Community Education	324.50

CARD HOLDER	DATE	MERCHANT	PURPOSE	AMOUNT
GLASS, M	6/02/2021	NEWS LIMITED	The Australian Subscription	40.00
GLASS, M	2/03/2021	Upwork -364375464Member	shire Logo Update	66.47
GLASS, M Total				1,618.07
GRAHAM, D	2/02/2021	BAILEYS AUTO PARTS	Tip Excavator - grease gun and Nozzle	177.25
GRAHAM, D	12/02/2021	COLES EXPRESS 6952	Unleaded for fogger stationary engine	44.00
GRAHAM, D	23/02/2021	HALLS CREEK IGA EXPQPS	dog food - ranger services dog pound	5.25
GRAHAM, D	23/02/2021	HALLS CREEK IGA EXPQPS	dog food - ranger services dog pound	8.76
GRAHAM, D	23/02/2021	HALLS CREEK IGA EXPQPS	dog food - ranger services dog pound	15.96
GRAHAM, D	23/02/2021	WARMUN ROADHOUSE	Sandwich - trip to Kununurra - EHA conference Perth	15.00
GRAHAM, D	23/02/2021	Ibis Styles Kununurra	accommodation - EHA conference Perth	125.61
GRAHAM, D	24/02/2021	Little Creatures	coffee - EHA conference Perth	5.56
GRAHAM, D	24/02/2021	Ord River Roadhouse	meal - EHA conference Perth	6.30
GRAHAM, D	24/02/2021	Ord River Roadhouse	meal - EHA conference Perth	4.95
GRAHAM, D	24/02/2021	Ord River Roadhouse	meal - EHA conference Perth	14.85
GRAHAM, D	24/02/2021	COLES 0325	Stove for health promotion cooking class	74.00
GRAHAM, D	24/02/2021	E KIMBERLEY HARDWARE	CEMETERY GRAVE MARKING	72.60
GRAHAM, D	25/02/2021	CabFare Payments	Taxi - EHA conference Perth	122.63
GRAHAM, D	25/02/2021	MCDONALDS HAY STREET	Meal - EHA conference Perth	13.55
GRAHAM, D	25/02/2021	CabFare Payments	Taxi - EHA conference Perth	126.08
GRAHAM, D	26/02/2021	CabFare Payments	Taxi - EHA conference Perth	94.91
GRAHAM, D	26/02/2021	HUDSONS COFFEE	Coffee & cake - EHA conference Perth	9.20
GRAHAM, D	26/02/2021	CabFare Payments	Taxi - EHA conference Perth	99.80
GRAHAM, D	26/02/2021	CabFare Payments	Taxi - EHA conference Perth	92.03
GRAHAM, D	27/02/2021	CabFare Payments	Taxi - EHA conference Perth	65.84
GRAHAM, D	27/02/2021	DELAWARE NORTH RETAQPS	Meal - EHA conference Perth	15.00
GRAHAM, D	27/02/2021	WARMUN ROADHOUSE	Meal - EHA conference Perth	21.85
GRAHAM, D	27/02/2021	NOVOTEL VINES RESORT	Meals - EHA conference Perth	125.61
GRAHAM, D	22/03/2021	COLES EXPRESS 6952	Supplies - Ranger services animal trapping	13.50
GRAHAM, D	22/03/2021	COLES EXPRESS 6952	Supplies - Ranger services animal trapping	8.15
GRAHAM, D	22/03/2021	HALLS CREEK IGA EXPQPS	Food - Ranger services animal trapping	14.52
GRAHAM, D Total				1,392.76
MASON, N	22/02/2021	SHIRE OF HALLS CREEK	Change rego from 1HFW210 to HC10115	28.60

CARD HOLDER	DATE	MERCHANT	PURPOSE	AMOUNT
MASON, N	4/03/2021	HALLS CREEK IGA EXPQPS	Morning Tea - Lyn Riddell farewell - Part of cost	5.14
MASON, N	4/03/2021	HALLS CREEK IGA EXPQPS	Morning Tea - Lyn Riddell farewell - Part of cost	17.17
MASON, N	5/03/2021	HOTEL KUNUNURRA	Meals - Management meeting in Kununurra	118.00
MASON, N	6/03/2021	KIMBERLEY CAFE	Meals - Management meeting in Kununurra	108.50
MASON, N	6/03/2021	COLES 0325	Meals - Management meeting in Kununurra	16.96
MASON, N	6/03/2021	COLES 0325	Meals - Management meeting in Kununurra	43.23
MASON, N	6/03/2021	Subway Kununurra	Meals - Management meeting in Kununurra	46.90
MASON, N	7/03/2021	KIMBERLEYLAND HOLIDAY	Accommodation - Management meeting in Kununurra	858.00
MASON, N	9/03/2021	BROOME INTERNATIONAL	Parking Broome Airport - Fly to Perth - Finance ma	75.00
MASON, N	12/03/2021	CROWN TOWERS PERTH	accommodation for N Mason - Finance management conference	1,259.38
MASON, N	14/03/2021	CALTEX BROOME	HC2850 - Diesel	216.84
MASON, N	19/03/2021	AU* SEEK 36507782	Job advertisement - Director Infrastructure	324.50
MASON, N	19/03/2021	AU* SEEK 36507935	Job advertisement - Works Manager	313.50
MASON, N Total				3,431.72
MONO, M	29/12/2020	AU* SEEK 35783679	Job Advertisement - Recreation Centre Manager	313.50
MONO, M	21/01/2021	AU* SEEK 35972662	Job Advertisement - Community Governance Manager	324.50
MONO, M	24/02/2021	NOVOTEL VINES RESORT	Accommodation for Dean Graham - EHA Annual Conference	1,010.00
MONO, M	6/03/2021	ASHMAR NOMINEES PTY	Feed for Arbovirus disease surveillance chooks	140.00
MONO, M	9/03/2021	COLES EXPRESS 6952	Groceries - Health Promotion Activities	9.00
MONO, M	9/03/2021	COLES EXPRESS 6952	Groceries - Health Promotion Activities	9.00
MONO, M	9/03/2021	COLES EXPRESS 6952	Groceries - Health Promotion Activities	7.00
MONO, M	9/03/2021	COLES EXPRESS 6952	Groceries - Health Promotion Activities	6.00
MONO, M	9/03/2021	COLES EXPRESS 6952	Groceries - Health Promotion Activities	7.15
MONO, M	9/03/2021	HALLS CREEK IGA EXPQPS	Veg & bananas - Health Promotion activities	5.90
MONO, M	9/03/2021	HALLS CREEK IGA EXPQPS	Veg & bananas - Health Promotion activities	7.27
MONO, M	10/03/2021	LANDGATE	Certificate of Title - 16 Kinivan St Town Planning	26.70
MONO, M	10/03/2021	LANDGATE	Certificate of Title - Lot 112 - Northern Minerals	26.70
MONO, M Total				1,892.72
MORICE, J	8/02/2021	POST HALLS CREEK LPOHA	WWC screening - Natarlia Bradshaw	87.00
MORICE, J	8/02/2021	POST HALLS CREEK LPOHA	WWC screening - Duana Skeen	87.00
MORICE, J	14/02/2021	COLES EXPRESS 6952	1GKI098 - Diesel	236.25
MORICE, J	27/02/2021	COLES EXPRESS 6952	water - Olabud	48.00

CARD HOLDER	DATE	MERCHANT	PURPOSE	AMOUNT
MORICE, J	2/03/2021	COLES EXPRESS 6952	Water - Olabud	720.00
MORICE, J	8/03/2021	MCGRAW HILL EDUCAT	Training Cost Text Book	109.94
MORICE, J	9/03/2021	TELSTRA	Work phone Recharge	50.00
MORICE, J	15/03/2021	KIMBERLY RESTAURANTQPS	Dinner - TAE Training	22.00
MORICE, J	15/03/2021	TELSTRA	Telstra Recharge	150.00
MORICE, J	15/03/2021	COLES 0325	Supplies for TAE training in Kununurra	0.15
MORICE, J	15/03/2021	COLES 0325	Supplies for TAE training in Kununurra	9.00
MORICE, J	15/03/2021	COLES 0325	Supplies for TAE training in Kununurra	1.94
MORICE, J	15/03/2021	COLES 0325	Supplies for TAE training in Kununurra	7.39
MORICE, J	15/03/2021	COLES 0325	Supplies for TAE training in Kununurra	14.80
MORICE, J	15/03/2021	COLES 0325	Supplies for TAE training in Kununurra	3.50
MORICE, J	15/03/2021	COLES 0325	Supplies for TAE training in Kununurra	3.00
MORICE, J	16/03/2021	KIMBERLEY CAFE	Coffee - TAE Training	14.00
MORICE, J	16/03/2021	KIMBERLY RESTAURANT	Meal - TAE Training	36.00
MORICE, J	16/03/2021	KIMBERLY RESTAURANTQPS	Ginger beer - TAE Training	4.00
MORICE, J	17/03/2021	FLOUR & BEAN PTY LTD	Food - TAE Training	8.50
MORICE, J	18/03/2021	DAVEY TYRE AND BATTERY	HC10044 - Wheel Brace	35.00
MORICE, J	18/03/2021	PUMP HOUSE RESTAURAN	Food - TAE Training	15.00
MORICE, J	18/03/2021	KIMBERLEY CAFE	Food - TAE Training	8.00
MORICE, J	19/03/2021	KIMBERLEY CAFE	Food - TAE Training	43.00
MORICE, J	19/03/2021	KIMBERLEY CAFE	Food - TAE Training	7.00
MORICE, J Total				1,720.47
NIVEN, N	3/02/2021	HALLS CREEK HOME	Label printer tape and rechargable batteries	49.95
NIVEN, N	3/02/2021	HALLS CREEK HOME	Label printer tape and rechargable batteries	79.95
NIVEN, N	25/02/2021	KIMBERLEYLAND HOLIDAY	accommodation for N Niven -Tourism Connect meeting	189.00
NIVEN, N	10/03/2021	PAYMATE*Splash Alley	Uniform for Jeannette Swan and Natasha Niven	414.40
NIVEN, N	10/03/2021	MOONLIGHT BAY	accommodation for Malcolm Edwards - RRG meeting Broome	219.46
NIVEN, N	10/03/2021	MOONLIGHT BAY	accommodation for Malcolm Edwards - RRG meeting Broome	172.15
NIVEN, N	10/03/2021	MOONLIGHT BAY	accommodation for Phil Burgess - RRG meeting Broome	172.15
NIVEN, N Total				1,297.06

TOTAL OF CREDIT CARD TRANSACTIONS AUTHORISED AND PROCESSED MARCH 2021 \$12,379.87

9.4.3 Statement of Financial Activity for period ending 31 March 2021

ITEM NUMBER:	9.4.3
AUTHOR:	Noel Mason, Chief Executive Officer
SENIOR OFFICER	Noel Mason, Chief Executive Officer
MEETING DATE:	15 April 2021
DISCLOSURE OF INTEREST:	Nil

1.0 Matter for Consideration

- 1.1 Acceptance of Monthly Statement of Financial Activity for the period ending 31 March 2021.

2.0 Background

- 2.1 Regulation 34 of the Financial Management (Local Government) Regulations 1996 provides that a monthly statement of financial activity must be presented to Council.
- 2.2 The report must be presented at an Ordinary meeting of Council within 2 months after the end of the month to which the statement relates. Regulations prescribe the information that must be contained in the report.
- 2.3 The Statement of Financial Activity for the period ending 31 March 2021 is prepared by Moore Australia.

3.0 Comments

- 3.1 Council policy FIN 09 Variance Levels for Financial Reporting require a commentary for any variance of 10% or greater, subject to a minimum of \$50,000. Variances are now contained within the monthly presentation on the last page.
- 3.2 The Management Reports comply with LG Financial Regulations for what is required to be presented to Council. In the past the Shire has presented the Schedule presentation – but with this information the summaries and the graphs make for ease of reading. The revenue and expense graphs on page 2 indicate the Shire is tracking in line with the approved budget.
- 3.3 The Financial Reports presented include the statutory requirements, being the Statement of Financial Activity (Variance and Nature and Type) and Note 1 showing the Net Current Assets. The various supporting notes also follow with the Variance explanations on the final page. The actual capital revenue versus capital budgeted revenue year to date is significantly up or positive due to the receipt of Road to Recovery funds from DFES relating to flood damage caused during the last wet season (refer to Capital Revenue graph on page 2 of Moore's report). Other variances are mostly due to timing, with the budget based on even monthly income or expenditure when the actual is different from this.
- 3.5 No other matters or recommendations have been identified by Moore for March.

- 3.6 The closing position as at 31 March 2021 is \$3,218,385. The Statement of Financial Activity and Net Current Asset statement reconcile.

4.0 Statutory Environment

- 4.1 Regulation 34 - Local Government (Financial Management) Regulations 1996

4.2 Financial activity statement required each month (Act s. 6.4)

- (1A) In this regulation —
committed assets means revenue unspent but set aside under the annual budget for a specific purpose.
- (1) A local government is to prepare each month a statement of financial activity reporting on the revenue and expenditure, as set out in the annual budget under regulation 22(1)(d), for that month in the following detail —
- (a) annual budget estimates, considering any expenditure incurred for an additional purpose under section 6.8(1)(b) or (c); and
 - (b) budget estimates to the end of the month to which the statement relates; and
 - (c) actual amounts of expenditure, revenue and income to the end of the month to which the statement relates; and
 - (d) material variances between the comparable amounts referred to in paragraphs (b) and (c); and
 - (e) the net current assets at the end of the month to which the statement relates.
- (2) Each statement of financial activity is to be accompanied by documents containing —
- (a) an explanation of the composition of the net current assets of the month to which the statement relates, less committed assets and restricted assets; and
 - (b) an explanation of each of the material variances referred to in sub regulation (1)(d); and
 - (c) such other supporting information as is considered relevant by the local government.
- (3) The information in a statement of financial activity may be shown —
- (a) according to nature and type classification; or
 - (b) by program; or
 - (c) by business unit.
- (4) A statement of financial activity, and the accompanying documents referred to in sub regulation (2), are to be —
- (a) presented at an ordinary meeting of the council within 2 months after the end of the month to which the statement relates; and
 - (b) recorded in the minutes of the meeting at which it is presented.
- (5) Each financial year, a local government is to adopt a percentage or value, calculated in accordance with the AAS, to be used in statements of financial activity for reporting material variances.

5.0 Strategic Implications

- 5.1 Objective:
4. Civic: Working together to strengthen leadership and effective governance.
- 5.2 Outcome:

Civic - 4.1 A local government that is respected and accountable

5.3 Strategy:

Civic - 4.1.1 Provide strong, effective and functional governance and leadership in the Shire

Civic - 4.1.2 Consistent and impartial application of Council policies and provision of services

Civic - 4.1.3 Council decisions are consistent, reliable and transparent.

6.0 Policy Implications

6.1 FIN 09 Variance Levels for Financial Reporting

7.0 Financial Implications

7.1 Revenues and Expenditure graphs are presented on page 2. These include a number of graphs comparing budget to actual providing a visual representation of how the Shire is tracking to Budget.

7.2 The Executive Summary is provided on page 3 showing a dashboard presentation of financial summaries of income and expenditure (both cash and non-cash) for the year to date.

7.3 The Net Current Asset Position is detailed in item c of Note 1 on page ten.

7.4 The Management reports (non-statutory) are provided to the Executive detailing a complete set of accounts and variances, and these are used by Managers to track monthly performance.

8.0 Sustainability Implications

8.1 Environmental

There are no significant identifiable environmental impacts arising from adoption of the officer's recommendation.

8.2 Economic

There are no significant identifiable economic impacts arising from adoption of the officer's recommendation.

8.3 Social

There are no significant identifiable social impacts arising from adoption of the officer's recommendation.

9.0 Risk

Table 9.1 Guide to quantifying risk

Event Likelihood / Impact Matrix	
Likelihood (refer Potential Risk Likelihood Guide)	Impact - The current financial position is strong in terms of timing and financial performance against Budget and known events. The Financial reporting is excellent and comprehensive - meeting compliance under the LG Act and is an excellent management tool for Council and Management staff. The risk of not producing at this level would be extreme.

	Risk regarded as low - in terms of reporting - to medium in terms of financial performance - which always requires due diligence.		
	Minor	Medium	High
Low (unlikely)	1	(2)	3
Moderate (likely)	2	4	6
High (very likely)	3	6	9

Possible responses to the raw risk score vary depending on the level of risk (low, moderate or high). Possible actions are:

Table 9.2 Guide to quantifying risk

Risk	Low to medium
Low Risk	
a risk / activity with a score of 2 or less	manage by routine procedures
Moderate Risk	
a risk / activity with a score between 3 or 4 more is moderate risk	N/A
High Risk	
a risk activity with a score of 6 or more is a high risk	N/A
Risk Control Measure	Continue producing high standard reports by continued association with Moore Australia - and taking the time to ensure the accuracy of the financial transaction records each and every month.

OFFICER RECOMMENDATION/COUNCIL RESOLUTION: 2021/037

Moved: Cr Virginia O'Neil

Seconded: Cr Chris Loessl

That Council:

Accept the Statement of Financial Activity for the period ended 31 March 2021 (Appendix 9.4.3A).

CARRIED 5/0

8 April 2021

Mr Noel Mason
Chief Executive Officer
Shire of Halls Creek
PO Box 21
HALLS CREEK WA 6770

Dear Noel

COMPILATION REPORT TO THE SHIRE OF HALLS CREEK

We have compiled the accompanying Local Government special purpose financial statements of the Shire of Halls Creek which comprise the Statement of Financial Activity (by Statutory Reporting Program), a summary of significant accounting policies and other explanatory notes for the period ending 31 March 2021. The financial statements have been compiled to meet compliance with the *Local Government Act 1995* and associated Regulations.

THE RESPONSIBILITY OF THE SHIRE OF HALLS CREEK

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

OUR RESPONSIBILITY

On the basis of information provided by The Shire of Halls Creek we have compiled the accompanying special purpose financial statements in accordance with the requirements of the *Local Government Act 1995*, associated Regulations and APES 315 *Compilation of Financial Information*.

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

The Local Government special purpose financial statements were compiled exclusively for the benefit the Shire of Halls Creek. We do not accept responsibility to any other person for the contents of the special purpose financial statements.



Michelle Shafizadeh
Director
Moore Australia (WA) Pty Ltd

8 April 2021

Mr Noel Mason
Chief Executive Officer
Shire of Halls Creek
PO Box 21
HALLS CREEK WA 6770

Dear Noel

ACCOUNTING SERVICE INFORMATION REPORT FOR THE PERIOD ENDED 31 MARCH 2021

We advise that we have completed the compilation of your Statutory Monthly Statement of Financial Activity (by Statutory Reporting Program) for the month ended 31 March 2021 and enclose our Compilation Report and Statements.

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

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

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

MATTERS FOR MANAGEMENT ATTENTION:

Please complete the Statutory Monthly Financial Statements by completing Note 16 – Major Variations by providing a comment for each item where the Council's YTD Budget and YTD Actual are over the variance threshold. These items are indicated with a ▼ or ▲.

We noted no other matters we wish to draw to management's attention.

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

Yours sincerely



Michelle Shafizadeh
Director
Moore Australia (WA) Pty Ltd

**Shire of Halls Creek
Management Report Information**

Period ending
31 March 2021

Topic	Item	First Identified	Explanation	Action Required	Priority
Trust	Closing balance	March 2021	The Tourism Operators trust balance is currently sitting in a negative position of \$2,073.	We recommend reviewing trust item balances to ensure the accuracy of Trust reporting.	Medium
Funding statements	Opening surplus	March 2021	There is a difference of \$57,972 between the amended budget and the YTD actual opening surplus.	We recommend this be addressed through a budget review process and amend where appropriate.	Low

Approval: MS MICHELLE SHAFIZADEH, Director

SHIRE OF HALLS CREEK

MONTHLY FINANCIAL REPORT
(Containing the Statement of Financial Activity)
For the period ending 31 March 2021

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

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Funding surplus / (deficit) Components

Funding surplus / (deficit)				
	Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
Opening	\$1.53 M	\$1.53 M	\$1.59 M	\$0.06 M
Closing	\$0.00 M	\$1.22 M	\$3.22 M	\$2.00 M

Refer to Statement of Financial Activity

Cash and cash equivalents		
	\$6.54 M	% of total
Unrestricted Cash	\$1.52 M	23.3%
Restricted Cash	\$5.02 M	76.7%

Refer to Note 2 - Cash and Financial Assets

Payables		
	\$0.50 M	% Outstanding
Trade Payables	\$0.00 M	
0 to 30 Days		(281.9%)
30 to 90 Days		380.4%
Over 90 Days		1.6%

Refer to Note 5 - Payables

Receivables		
	\$2.19 M	% Collected
Rates Receivable	\$0.71 M	73.5%
Trade Receivable	\$1.47 M	% Outstanding
30 to 90 Days		83.0%
Over 90 Days		7.7%

Refer to Note 3 - Receivables

Key Operating Activities

Amount attributable to operating activities			
Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
\$1.37 M	\$1.76 M	\$1.66 M	(\$0.10 M)

Refer to Statement of Financial Activity

Rates Revenue		
YTD Actual	\$2.76 M	% Variance
YTD Budget	\$2.71 M	2.1%

Refer to Note 6 - Rate Revenue

Operating Grants and Contributions		
YTD Actual	\$5.35 M	% Variance
YTD Budget	\$6.92 M	(22.6%)

Refer to Note 12 - Operating Grants and Contributions

Fees and Charges		
YTD Actual	\$1.92 M	% Variance
YTD Budget	\$3.90 M	(50.8%)

Refer to Statement of Financial Activity

Key Investing Activities

Amount attributable to investing activities			
Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
(\$3.41 M)	(\$2.58 M)	(\$0.34 M)	\$2.24 M

Refer to Statement of Financial Activity

Proceeds on sale		
YTD Actual	\$0.00 M	%
Amended Budget	\$0.02 M	0.0%

Refer to Note 7 - Disposal of Assets

Asset Acquisition		
YTD Actual	\$3.00 M	% Spent
Amended Budget	\$5.29 M	56.8%

Refer to Note 8 - Capital Acquisition

Capital Grants		
YTD Actual	\$2.66 M	% Received
Amended Budget	\$1.85 M	143.6%

Refer to Note 8 - Capital Acquisition

Key Financing Activities

Amount attributable to financing activities			
Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
\$0.51 M	\$0.51 M	\$0.30 M	(\$0.21 M)

Refer to Statement of Financial Activity

Borrowings	
Principal repayments	\$0.46 M
Interest expense	\$0.06 M
Principal due	\$3.94 M

Refer to Note 9 - Borrowings

Reserves	
Reserves balance	\$5.02 M
Interest earned	\$0.00 M

Refer to Note 10 - Cash Reserves

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

Shire operations as disclosed in these financial statements encompass the following service orientated activities/programs.

PROGRAM NAME AND OBJECTIVES
GOVERNANCE

To provide a decision making process for the efficient allocation of scarce resources.

ACTIVITIES

Administration and operation of facilities and services to members of Council. Other costs relating to tasks of assisting elected members and ratepayers on matters which do not concern specific services.

GENERAL PURPOSE FUNDING

To provide adequate funding for the Shire's operation by maximising income from Rates, general purpose government grants, interest and other sources of revenue.

Raising of rates, collection of debts, general purpose funding and other funding activities.

LAW, ORDER, PUBLIC SAFETY

To provide services to help ensure a safer and environmentally conscious community.

Supervision of various by-laws, fire prevention, emergency services and animal control.

HEALTH

To provide an operational framework for good community health.

Aboriginal Environmental Health Program - This scheme is part funded by the Health Department of WA, with the main aim being to ensure the delivery of environmental health services to Aboriginal communities, addressing specific needs and requirements of such communities.

Health Admin & Inspection - Expenditure related to the general administration and delivery of environmental services such as food inspections, issuing of licences such as stall-holder and hawker licences, and the general administration role as required by the Shire in accordance with the Health Act.

Pest Control and Analytical - Allocation to enable the Environmental Health Officer to undertake food sampling and other testing with relevant testing authorities in Perth. Allocation also for actions required for mosquito control.

EDUCATION AND WELFARE

The Shire of Halls Creek Olabud Doogethu service is a collaborative partnership with the Department of Prime Minister and Cabinet that focuses on ensuring Indigenous Australians grow up and live their lives in a safe home and community, Department of Corrective Services and the Department of Child Protection and Family Support.

Focuses on "breaking the cycle" for at-risk Aboriginal young people - ensuring they have a safe environment in which to make positive life choices.

HOUSING

Provision of adequate housing for Shire staff.

Maintenance and operations of staff housing, capital repairs and maintenance, as well as new construction.

COMMUNITY AMENITIES

Provide services required by the community.

Refuse collection services and refuse site maintenance, administration of the Shire's Town Planning function, maintenance and management of the Shire's Cemetery, public conveniences and certain community development projects.

RECREATION AND CULTURE

To establish and manage efficiently infrastructure and resources which will help the social development and well being of the community.

Maintenance and operation of Civic Halls, Sports Courts, Oval, Aquatic & Recreation Centre, Library, Rebroadcasting services and the culture background of Halls Creek such as the Trackers Hut.

TRANSPORT

To provide safe, effective transport services to the community.

Construction and maintenance of streets, roads, bridges, cleaning and lighting of streets and the operation of the airport.

ECONOMIC SERVICES

To help promote the Shire and improve its economic well being.

Travel & Tourism & Area Promotion, Building Control, Post Office services and Economic Development.

OTHER PROPERTY AND SERVICES

To monitor and control Council's overheads operating accounts.

Public Works Overheads - Costs associated with the employment of Works staff are included in this sub-program and are then re-allocated to the relevant service or programme through routine overheads recovery processes.

Plant Operation Costs - All costs associated with the operation of Council's plant fleet are assigned to this sub program, and throughout the year are reallocated to relevant work jobs onassigned to this sub program, and throughout the year are reallocated to relevant work jobs on which the plant worked, to obtain accurate costs of that job. Items of plant which determine actual costs include fuels, oils, repairs and depreciation.

Salaries & Wages - This sub Programme identifies the total salaries and wages costs expected for the year and these are also reallocated throughout all sub Programmes during the financial year to reflect true costs.

Integrated Planning - The framework ensures all of the Shire's strategic planning policies are aligned and conform with the requirements of the Local Government Act. The five strategies, which form the framework must be regularly reviewed and the outcomes monitored annually.

Misc./Unclassified - This sub programme records both income and expense for goods/services that cannot be allocated to a particular job or program.

Administration - All costs associated with the Shire's Administration, including staff, are assigned to this program. They are then re-allocated to the relevant programs to represent the administrative cost of that program/sub program.

**STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MARCH 2021**

STATUTORY REPORTING PROGRAMS

	Ref Note	Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
		\$	\$	\$	\$	%	
Opening funding surplus / (deficit)	1(c)	1,533,888	1,533,888	1,591,860	57,972	3.78%	
Revenue from operating activities							
Governance		0	0	115	115	0.00%	
General purpose funding - general rates	6	2,713,344	2,707,091	2,764,615	57,524	2.12%	
General purpose funding - other		2,213,000	1,652,214	1,678,187	25,973	1.57%	
Law, order and public safety		6,100	4,518	2,856	(1,662)	(36.79%)	
Health		330,097	247,527	260,961	13,434	5.43%	
Education and welfare		2,526,882	1,980,648	1,041,524	(939,124)	(47.41%)	▼
Community amenities		445,000	333,729	371,244	37,515	11.24%	
Recreation and culture		147,450	111,527	138,993	27,466	24.63%	
Transport		3,683,385	2,762,514	2,179,202	(583,312)	(21.12%)	▼
Economic services		732,407	545,517	568,132	22,615	4.15%	
Other property and services		4,801,000	3,615,738	1,558,444	(2,057,294)	(56.90%)	▼
		17,598,665	13,961,023	10,564,273	(3,396,750)		
Expenditure from operating activities							
Governance		(573,466)	(429,975)	(359,544)	70,431	16.38%	▲
General purpose funding		(410,399)	(307,746)	(198,435)	109,311	35.52%	▲
Law, order and public safety		(386,941)	(290,088)	(272,097)	17,991	6.20%	
Health		(590,577)	(442,755)	(345,825)	96,930	21.89%	▲
Education and welfare		(2,155,751)	(1,616,634)	(1,137,292)	479,342	29.65%	▲
Housing		(52,607)	(39,051)	0	39,051	100.00%	
Community amenities		(1,247,532)	(936,681)	(700,866)	235,815	25.18%	▲
Recreation and culture		(1,831,183)	(1,373,112)	(1,311,789)	61,323	4.47%	
Transport		(8,517,850)	(6,388,290)	(4,260,586)	2,127,704	33.31%	▲
Economic services		(1,566,056)	(1,174,068)	(1,290,747)	(116,679)	(9.94%)	
Other property and services		(4,236,845)	(3,207,782)	(3,318,680)	(110,898)	(3.46%)	
		(21,569,207)	(16,206,182)	(13,195,861)	3,010,321		
Non-cash amounts excluded from operating activities	1(a)	5,338,000	4,003,434	4,291,470	288,036	7.19%	
Amount attributable to operating activities		1,367,458	1,758,275	1,659,882	(98,393)		
Investing Activities							
Proceeds from non-operating grants, subsidies and contributions	13	1,854,323	1,390,725	2,663,664	1,272,939	91.53%	▲
Proceeds from disposal of assets	7	21,000	500	0	(500)	(100.00%)	
Payments for property, plant and equipment and infrastructure	8	(5,286,169)	(3,969,560)	(3,000,389)	969,171	24.42%	▲
Amount attributable to investing activities		(3,410,846)	(2,578,335)	(336,725)	2,241,610		
Financing Activities							
Transfer from reserves	10	2,319,611	2,319,611	760,000	(1,559,611)	(67.24%)	▼
Repayment of debentures	9	(876,387)	(876,387)	(456,632)	419,755	47.90%	▲
Transfer to reserves	10	(933,724)	(933,724)	0	933,724	100.00%	▲
Amount attributable to financing activities		509,500	509,500	303,368	(206,132)		
Closing funding surplus / (deficit)	1(c)	0	1,223,328	3,218,385			

KEY INFORMATION

▲ ▼ Indicates a variance between Year to Date (YTD) Actual and YTD Actual data as per the adopted materiality threshold. Refer to threshold. Refer to Note 16 for an explanation of the reasons for the variance.

The material variance adopted by Council for the 2020-21 year is \$50,000 or 10.00% whichever is the greater.

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

KEY TERMS AND DESCRIPTIONS

FOR THE PERIOD ENDED 31 MARCH 2021

REVENUE

RATES

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

OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS

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

NON-OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS

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

REVENUE FROM CONTRACTS WITH CUSTOMERS

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

FEES AND CHARGES

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

SERVICE CHARGES

Service charges imposed under *Division 6 of Part 6 of the Local Government Act 1995*. *Regulation 54 of the Local Government (Financial Management) Regulations 1996* identifies these as television and radio broadcasting, underground electricity and neighbourhood surveillance services. Exclude rubbish removal charges. Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.

INTEREST EARNINGS

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

OTHER REVENUE / INCOME

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

PROFIT ON ASSET DISPOSAL

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

NATURE OR TYPE DESCRIPTIONS

EXPENSES

EMPLOYEE COSTS

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

MATERIALS AND CONTRACTS

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

UTILITIES (GAS, ELECTRICITY, WATER, ETC.)

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

INSURANCE

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

LOSS ON ASSET DISPOSAL

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

DEPRECIATION ON NON-CURRENT ASSETS

Depreciation expense raised on all classes of assets.

INTEREST EXPENSES

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

OTHER EXPENDITURE

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

STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MARCH 2021

BY NATURE OR TYPE

	Ref Note	Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
		\$	\$	\$	\$	%	
Opening funding surplus / (deficit)	1(c)	1,533,888	1,533,888	1,591,860	57,972	3.78%	
Revenue from operating activities							
Rates	6	2,713,344	2,707,091	2,764,615	57,524	2.12%	
Operating grants, subsidies and contributions	12	9,098,686	6,920,724	5,354,545	(1,566,179)	(22.63%)	▼
Fees and charges		5,204,125	3,902,895	1,921,660	(1,981,235)	(50.76%)	▼
Service charges		3,950	3,950	4,160	210	5.32%	
Interest earnings		67,000	42,738	40,119	(2,619)	(6.13%)	
Other revenue		511,560	383,625	479,174	95,549	24.91%	▲
		17,598,665	13,961,023	10,564,273	(3,396,750)		
Expenditure from operating activities							
Employee costs		(5,629,330)	(4,221,495)	(3,872,564)	348,931	8.27%	
Materials and contracts		(4,760,902)	(3,584,328)	(3,862,709)	(278,381)	(7.77%)	
Utility charges		(531,637)	(398,358)	(490,311)	(91,953)	(23.08%)	▼
Depreciation on non-current assets		(5,338,000)	(4,003,434)	(4,330,736)	(327,302)	(8.18%)	
Interest expenses		(104,672)	(78,489)	(61,218)	17,271	22.00%	
Insurance expenses		(498,378)	(373,761)	(484,243)	(110,482)	(29.56%)	▼
Other expenditure		(4,706,288)	(3,546,317)	(77,478)	3,468,839	97.82%	▲
Loss on disposal of assets	7	0	0	(16,602)	(16,602)	0.00%	
		(21,569,207)	(16,206,182)	(13,195,861)	3,010,321		
Non-cash amounts excluded from operating activities	1(a)	5,338,000	4,003,434	4,291,470	288,036	7.19%	
Amount attributable to operating activities		1,367,458	1,758,275	1,659,882	(98,393)		
Investing activities							
Proceeds from non-operating grants, subsidies and contributions	13	1,854,323	1,390,725	2,663,664	1,272,939	91.53%	▲
Proceeds from disposal of assets	7	21,000	500	0	(500)	(100.00%)	
Payments for property, plant and equipment and infrastructure	8	(5,286,169)	(3,969,560)	(3,000,389)	969,171	24.42%	▲
Amount attributable to investing activities		(3,410,846)	(2,578,335)	(336,725)	2,241,610		
Financing Activities							
Transfer from reserves	10	2,319,611	2,319,611	760,000	(1,559,611)	(67.24%)	▼
Repayment of debentures	9	(876,387)	(876,387)	(456,632)	419,755	47.90%	▲
Transfer to reserves	10	(933,724)	(933,724)	0	933,724	100.00%	▲
Amount attributable to financing activities		509,500	509,500	303,368	(206,132)		
Closing funding surplus / (deficit)	1(c)	0	1,223,328	3,218,385	1,995,057		

KEY INFORMATION

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

Refer to Note 16 for an explanation of the reasons for the variance.

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

BASIS OF PREPARATION

REPORT PURPOSE

This report is prepared to meet the requirements of *Local Government (Financial Management) Regulations 1996*, Regulation 34. Note: The statements and accompanying notes are prepared based on all transactions recorded at the time of preparation and may vary due to transactions being processed for the reporting period after the date of preparation.

BASIS OF ACCOUNTING

This statement comprises a special purpose financial report which has been prepared in accordance with Australian Accounting Standards (as they apply to local governments and not-for-profit entities) and Interpretations of the Australian Accounting Standards Board, and the *Local Government Act 1995* and accompanying regulations.

The *Local Government Act 1995* and accompanying Regulations take precedence over Australian Accounting Standards where they are inconsistent.

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

CRITICAL ACCOUNTING ESTIMATES

The preparation of a financial report in conformity with Australian Accounting Standards requires management to make judgements, estimates and assumptions that effect the application of policies and reported amounts of assets and liabilities, income and expenses. The estimates and associated assumptions are based on historical experience and various other factors that are believed to be reasonable under the circumstances; the results of which form the basis of making the judgements about carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates.

PREPARATION TIMING AND REVIEW

Date prepared: All known transactions up to 06 April 2021

SIGNIFICANT ACCOUNTING POLICES

THE LOCAL GOVERNMENT REPORTING ENTITY

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

In the process of reporting on the local government as a single unit, all transactions and balances between those funds (for example, loans and transfers between funds) have been eliminated.

All monies held in the Trust Fund are excluded from the financial statements. A separate statement of those monies appears at Note 14 to these financial statements.

GOODS AND SERVICES TAX

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

ROUNDING OFF FIGURES

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

(a) Non-cash items excluded from operating activities

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

	Notes	Amended Budget	YTD Budget (a)	YTD Actual (b)
Non-cash items excluded from operating activities		\$	\$	\$
Adjustments to operating activities				
Less: Movement in liabilities associated with restricted cash		0	0	(64,726)
Movement in pensioner deferred rates (non-current)		0	0	8,858
Add: Loss on asset disposals	7	0	0	16,602
Add: Depreciation on assets		5,338,000	4,003,434	4,330,736
Total non-cash items excluded from operating activities		5,338,000	4,003,434	4,291,470

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

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

		Last Year Closing 30 June 2020	This Time Last Year 31 March 2020	Year to Date 31 March 2021
Adjustments to net current assets				
Less: Reserves - restricted cash	10	(5,776,313)	(5,653,820)	(5,016,313)
Add: Borrowings	9	876,387	24,167	419,755
Add: Provisions - employee		494,507	455,230	429,781
Total adjustments to net current assets		(4,405,419)	(5,174,423)	(4,166,777)

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

Current assets				
Cash and cash equivalents	2	7,595,917	7,000,836	6,537,547
Rates receivables	3	467,158	646,471	712,872
Receivables	3	472,597	150,557	1,474,385
Other current assets	4	325,532	88,418	80,906
Less: Current liabilities				
Payables	5	(1,416,198)	(1,523,379)	(504,179)
Borrowings	9	(876,387)	(24,167)	(419,755)
Contract liabilities	11	(76,833)	0	(66,833)
Provisions	11	(494,507)	(455,230)	(429,781)
Less: Total adjustments to net current assets	1(b)	(4,405,419)	(5,174,423)	(4,166,777)
Closing funding surplus / (deficit)		1,591,860	709,083	3,218,385

CURRENT AND NON-CURRENT CLASSIFICATION

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

Description	Classification	Unrestricted	Restricted	Total Cash	Trust	Institution	Interest Rate	Maturity Date
		\$	\$	\$	\$			
Cash on hand								
MUNICIPAL FUND - BANK ACCOUNT	Cash and cash equivalents	1,177,592	0	1,177,592	0	CBA	Variable	Nil
POST OFFICE - BANK ACCOUNT	Cash and cash equivalents	86,037	0	86,037	0	CBA	Nil	Nil
MUNICIPAL FUND - BANK	Cash and cash equivalents	256,871	0	256,871	0	CBA	NA	Nil
RESERVES - BANK ACCOUNT	Cash and cash equivalents	0	5,016,312	5,016,312	0	CBA	Variable	Nil
TRUST FUND - BANK ACCOUNT	Cash and cash equivalents	0	0	0	31,124	CBA	Nil	Nil
PETTY CASH FLOATS	Cash and cash equivalents	735	0	735	0	Cash on hand	Nil	Nil
Total		1,521,235	5,016,312	6,537,547	31,124			
Comprising								
Cash and cash equivalents		1,521,235	5,016,312	6,537,547	31,124			
		1,521,235	5,016,312	6,537,547	31,124			

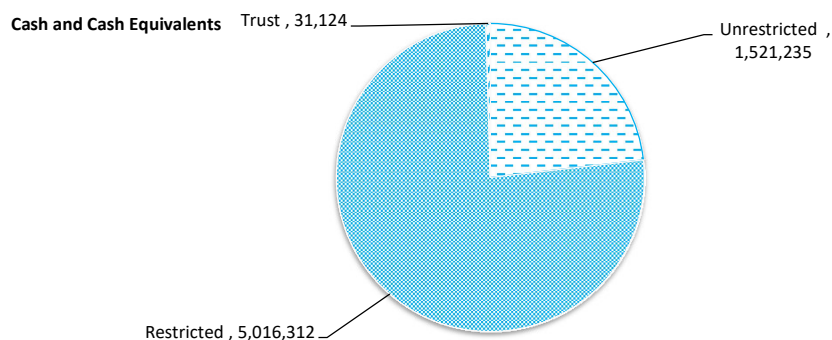
KEY INFORMATION

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

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

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

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



**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MARCH 2021**

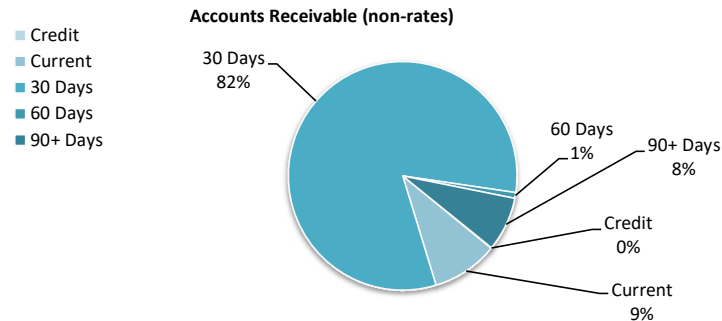
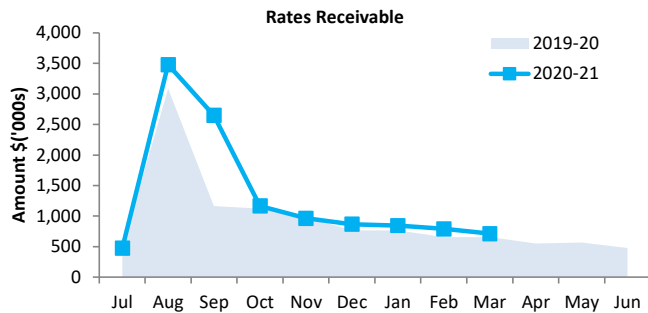
**OPERATING ACTIVITIES
NOTE 3
RECEIVABLES**

Rates receivable	30 June 2020	31 Mar 2021
	\$	\$
Opening arrears previous years	477,173	467,158
Rates, instalment charges and interest levied	2,631,480	2,764,615
Less - collections to date	(2,499,524)	(2,376,930)
Allowance for impairment of rates receivables	(141,971)	(141,971)
Equals current outstanding	467,158	712,872
Net rates collectable	467,158	712,872
% Collected	80.4%	73.5%

Receivables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Receivables - general	(1,762)	138,428	1,214,122	12,000	113,863	1,476,651
Percentage	(0.1%)	9.4%	82.2%	0.8%	7.7%	
Balance per trial balance						
Sundry receivable						1,476,651
GST receivable						29,957
Allowance for impairment of receivables						(32,973)
Rates pensioner rebates						750
Total receivables general outstanding						1,474,385
Amounts shown above include GST (where applicable)						

KEY INFORMATION

Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business. Receivables expected to be collected within 12 months of the end of the reporting period are classified as current assets. All other receivables are classified as non-current assets. Collectability of trade and other receivables is reviewed on an ongoing basis. Debts that are known to be uncollectible are written off when identified. An allowance for impairment of receivables is raised when there is objective evidence that they will not be collectible.



	Opening Balance 1 July 2020	Asset Increase	Asset Reduction	Closing Balance 31 March 2021
Other current assets	\$	\$	\$	\$
Inventory				
Stock on hand	80,906	0	0	80,906
Other current assets				
Accrued income	244,626	0	(244,626)	0
Total other current assets	325,532	0	(244,626)	80,906

KEY INFORMATION

Inventory

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

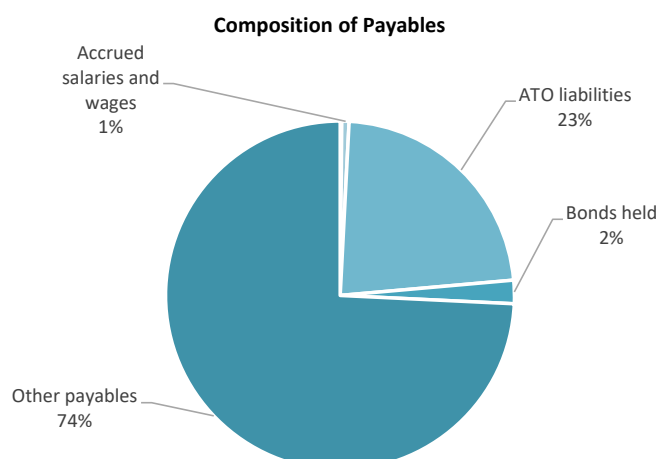
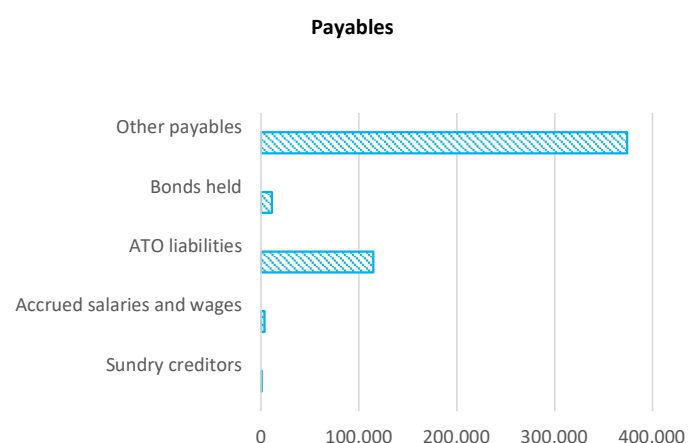
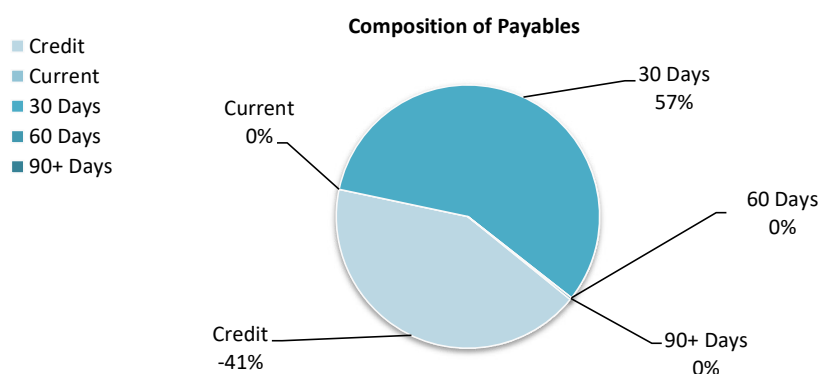
Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.

Payables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Payables - general	(2,340)	0	3,157	0	13	830
Percentage	(281.9%)	0.0%	380.4%	0.0%	1.6%	
Balance per trial balance						
Sundry creditors						830
Accrued salaries and wages						3,386
ATO liabilities						114,678
Bonds held						10,955
Other payables						374,330
Total payables general outstanding						504,179

Amounts shown above include GST (where applicable)

KEY INFORMATION

Trade and other payables represent liabilities for goods and services provided to the Shire that are unpaid and arise when the Shire becomes obliged to make future payments in respect of the purchase of these goods and services. The amounts are unsecured, are recognised as a current liability and are normally paid within 30 days of recognition.



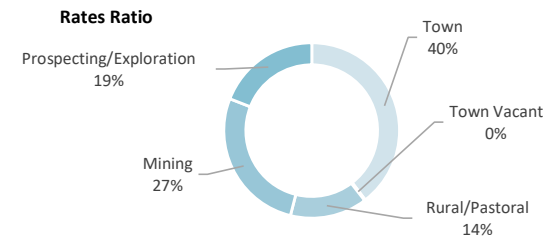
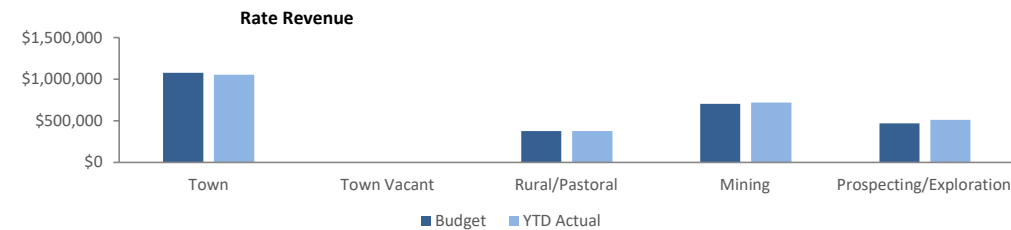
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MARCH 2021

OPERATING ACTIVITIES
NOTE 6
RATE REVENUE

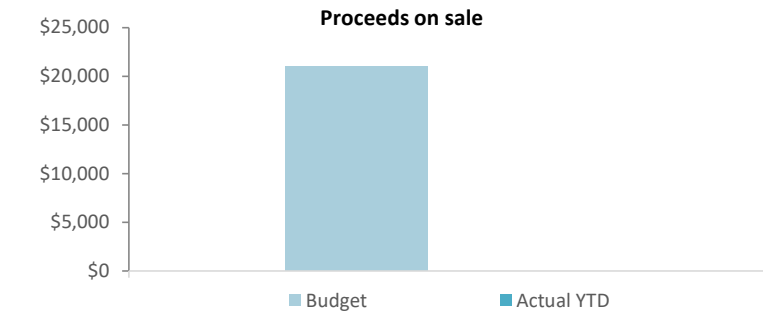
General rate revenue	Budget							YTD Actual			
	Rate in \$ (cents)	Number of Properties	Rateable Value	Rate Revenue	Interim Rate	Back Rate	Total Revenue	Rate Revenue	Interim Rates	Back Rates	Total Revenue
RATE TYPE				\$	\$	\$	\$	\$	\$	\$	\$
Gross rental value											
Town	8.412000	329	12,587,488	1,058,859	15,000	0	1,073,859	1,063,059	(257)	(8,266)	1,054,536
Town Vacant	14.185000	2	400,090	5,687	0	0	5,687	5,687	0	0	5,687
Unimproved value											
Rural/Pastoral	0.011200	24	33,726,092	377,732	0	0	377,732	377,732	0	0	377,732
Mining	0.382690	32	1,816,572	695,184	10,000	0	705,184	695,184	25,151	0	720,335
Prospecting/Exploration	0.233380	156	2,005,176	467,972	0	0	467,972	520,123	(22,375)	12,566	510,314
Sub-Total		543	50,535,418	2,605,434	25,000	0	2,630,434	2,661,785	2,519	4,300	2,668,604
Minimum payment	Minimum \$										
Gross rental value											
Town	822	4	14,735	3,288	0	0	3,288	3,288	0	0	3,288
Town Vacant	1,643	9	25,030	14,787	0	0	14,787	29,574	0	0	29,574
Unimproved value											
Rural/Pastoral	821	23	201,600	18,883	0	0	18,883	18,883	0	0	18,883
Mining	821	6	6,732	4,926	0	0	4,926	4,926	0	0	4,926
Prospecting/Exploration	562	73	34,171	41,026	0	0	41,026	39,340	0	0	39,340
Sub-total		115	282,268	82,910	0	0	82,910	96,011	0	0	96,011
Total general rates							2,713,344				2,764,615

KEY INFORMATION

Prepaid rates are, until the taxable event for the rates has occurred, refundable at the request of the ratepayer. Rates received in advance give rise to a financial liability. On 1 July 2020 the prepaid rates were recognised as a financial asset and a related amount was recognised as a financial liability and no income was recognised. When the taxable event occurs the financial liability is extinguished and income recognised for the prepaid rates that have not been refunded.



Asset Ref.	Asset description	Budget				YTD Actual			
		Net Book	Proceeds	Profit	(Loss)	Net Book	Proceeds	Profit	(Loss)
		Value				Value			
		\$	\$	\$	\$	\$	\$	\$	\$
	Plant and equipment								
	Education and welfare								
	Troopies	15,000	15,000	0	0	0	0	0	0
	Transport								
	Loader	2,500	2,500	0	0	0	0	0	0
	8 Wheel Truck	3,000	3,000	0	0	0	0	0	0
	Toyota Troup carrier	500	500	0	0	16,602	0	0	(16,602)
		21,000	21,000	0	0	16,602	0	0	(16,602)



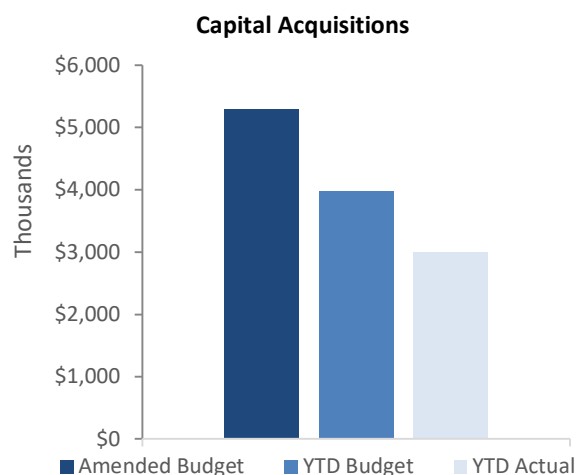
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MARCH 2021**

**INVESTING ACTIVITIES
NOTE 8
CAPITAL ACQUISITIONS**

Capital acquisitions	Amended		YTD Actual	YTD Actual Variance
	Budget	YTD Budget		
	\$	\$	\$	\$
Buildings	1,084,000	840,494	61,717	(778,777)
Furniture & Fittings	10,000	7,497	0	(7,497)
Plant & Equipment	1,240,000	929,970	802,463	(127,507)
Infrastructure Assets-Roads	2,171,709	1,628,775	2,046,093	417,318
Infrastructure Assets-Other	780,460	562,824	90,116	(472,708)
Payments for Capital Acquisitions	5,286,169	3,969,560	3,000,389	(969,171)
Total Capital Acquisitions	5,286,169	3,969,560	3,000,389	(969,171)
Capital Acquisitions Funded By:				
	\$	\$	\$	\$
Capital grants and contributions	1,854,323	1,390,725	2,663,664	1,272,939
Other (disposals & C/Fwd)	21,000	500	0	(500)
Cash backed reserves				
Leave reserve	59,562	59,562	0	(59,562)
Computer reserve	79,476	79,476	0	(79,476)
Office redevelopment reserve	187,004	187,004	0	(187,004)
Refuse site reserve	5,236	5,236	0	(5,236)
Airport works reserve	41,929	41,929	0	(41,929)
Plant replacement reserve	1,039,189	1,039,189	760,000	(279,189)
Staff housing reserve	55,304	55,304	0	(55,304)
Re-broadcasting reserve	5,495	5,495	0	(5,495)
Aquatic reserve	308,784	308,784	0	(308,784)
Energy developments reserve	8,632	8,632	0	(8,632)
Mosquito chemicals reserve	333	333	0	(333)
Town planning development reserve	528,667	528,667	0	(528,667)
Contribution - operations	1,091,235	258,724	(423,275)	(681,999)
Capital funding total	5,286,169	3,969,560	3,000,389	(969,171)

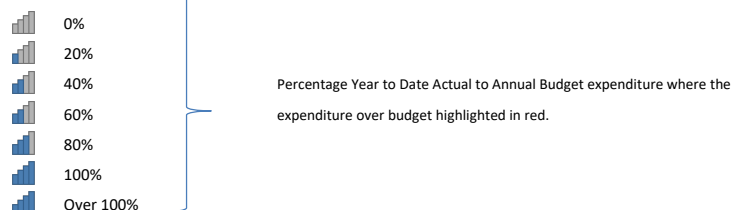
SIGNIFICANT ACCOUNTING POLICIES

All assets are initially recognised at cost. Cost is determined as the fair value of the assets given as consideration plus costs incidental to the acquisition. For assets acquired at no cost or for nominal consideration, cost is determined as fair value at the date of acquisition. The cost of non-current assets constructed by the local government includes the cost of all materials used in the construction, direct labour on the project and an appropriate proportion of variable and fixed overhead. Certain asset classes may be revalued on a regular basis such that the carrying values are not materially different from fair value. Assets carried at fair value are to be revalued with sufficient regularity to ensure the carrying amount does not differ materially from that determined using fair value at reporting date.



Capital expenditure total

Level of completion indicators



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

Account Description		Amended Current Budget	Year to Date Budget	Year to Date Actual	Variance (Under)/Over
Capital Expenditure					
Buildings					
00112801	AQUATIC CONST CONSTN SWIM POOL	800,000	599,994	0	(599,994)
00148703	DEPOT - DUNCAN RD/TANAMI OFFICE UPGRADE PROJECT	40,000	29,997	61,717	31,720
00450740	STORAGE - CIVI BLDG	30,000	22,500	0	(22,500)
00450746	REMEDIAL WORKS CIVIC BUILDING	110,000	110,000	0	(110,000)
00891560	CAPITAL - OD OFFICE CONSTRUCTION BUILDING	75,000	56,250	0	(56,250)
00891561	CAPITAL REFURBISH REMOTE DONGA X 3 BUILDINGS	29,000	21,753	0	(21,753)
Buildings Total		1,084,000	840,494	61,717	(778,777)
Furniture & Fittings					
00112832	GYM - EQUIPMENT	10,000	7,497	0	(7,497)
Furniture & Fittings Total		10,000	7,497	0	(7,497)
Plant & Equipment					
00123713	ROAD-SWEEPER	400,000	299,997	392,097	92,100
00123755	RUBBISH TRUCK	380,000	284,994	354,658	69,664
00123759	SLASHER	20,000	14,994	0	(14,994)
00123760	BACKHOE	125,000	93,744	0	(93,744)
00123761	CAMP	200,000	149,994	0	(149,994)
00137701	TRUCK SIMULATOR	0	0	55,708	55,708
00891562	CAPITAL OD CARS PLANT	115,000	86,247	0	(86,247)
Plant & Equipment Total		1,240,000	929,970	802,463	(127,507)
Infrastructure Assets-Roads					
00120000	ROADS - CAPITAL WORKS	2,171,709	1,628,775	(0)	(1,628,775)
00120000 1201	Tanami Rd Rar	0	0	262,343	262,343
00120000 1201	Tanami Rd Rpg	0	0	832,579	832,579
00120000 1201	Tanami Rd Rrci	0	0	30,150	30,150
00120000 1201	Balgo Rd R2R	0	0	140,261	140,261
00120000 1201	Balgo Rd Rar	0	0	140,445	140,445
00120000 1201	Balgo Rd Rpg	0	0	145,034	145,034
00120000 1201	Lake Gregory Rd R2R	0	0	132,832	132,832
00120000 1201	Lake Gregory Rd Rar	0	0	126,097	126,097
00120000 1201	Duncan Rd R2R	0	0	15,000	15,000
00120000 1201	Carranya Rd Rpg	0	0	221,352	221,352
Infrastructure Assets-Roads Total		2,171,709	1,628,775	2,046,093	417,318
Infrastructure Assets-Other					
00108701	CEMETERY IMPROVEMENTS	20,000	14,994	0	(14,994)
00108706	PET CEMETERY	5,000	3,744	7,532	3,788
00108707	PEGS	20,000	14,994	8,692	(6,303)
00108708	MEMORIAL (NICHE) HALL	30,000	22,500	205	(22,295)
00112803	SHADE STRUCTURES - AQUATIC CENTRE	25,000	18,747	0	(18,747)
00114707	CAPITAL - CIVIC HALL BASKETBALL COURTS	60,000	45,000	0	(45,000)
00120501	FOOTPATH CONSTRUCTION	160,000	119,997	8,642	(111,355)
00120502	FOOTPATHS LIGHTING	150,000	112,500	0	(112,500)
00128720	AERODROME TIE DOWNS	8,460	6,345	0	(6,345)
00543704	DOG POUND - UPGRADE	272,000	204,003	65,046	(138,957)
00831701	UPGRADE RINGERS SOAK BASKETBALL COURTS AND SHADE	30,000	0	0	0
Infrastructure Assets-Other Total		780,460	562,824	90,116	(472,708)
Grand Total		5,286,169	3,969,560	3,000,389	(969,171)

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MARCH 2021**

**FINANCING ACTIVITIES
NOTE 9
BORROWINGS**

Repayments - borrowings

Information on borrowings		Principal	New Loans		Principal Repayments		Principal Outstanding		Interest Repayments	
Particulars	Loan No.	1 July 2020	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
		\$	\$	\$	\$	\$	\$	\$	\$	\$
Housing										
Triplex	23	183,310	0	0	40,076	40,076	143,234	143,234	1,228	12,903
Housing units	25	602,112	0	0	24,970	50,771	577,142	551,341	25,408	39,210
Transport										
Plant expenditure	26	3,610,770	0	0	391,586	785,540	3,219,184	2,825,230	34,582	52,559
Total		4,396,192	0	0	456,632	876,387	3,939,560	3,519,805	61,218	104,672
Current borrowings		876,387					419,755			
Non-current borrowings		3,519,805					3,519,805			
		4,396,192					3,939,560			

All debenture repayments were financed by general purpose revenue.

KEY INFORMATION

All loans and borrowings are initially recognised at the fair value of the consideration received less directly attributable transaction costs. After initial recognition, interest-bearing loans and borrowings are subsequently measured at amortised cost using the effective interest method. Fees paid on the establishment of loan facilities that are yield related are included as part of the carrying amount of the loans and borrowings.

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MARCH 2021**

**OPERATING ACTIVITIES
NOTE 10
CASH RESERVES**

Cash backed reserve

Reserve name	Opening Balance	Budget Interest Earned	Actual Interest Earned	Budget Transfers In (+)	Actual Transfers In (+)	Budget Transfers Out (-)	Actual Transfers Out (-)	Budget Closing Balance	Actual YTD Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Leave reserve	715,134	2,476	0	0	0	(59,562)	0	658,048	715,134
Computer reserve	231,199	801	0	0	0	(79,476)	0	152,524	231,199
Office redevelopment reserve	924,553	3,201	0	0	0	(187,004)	0	740,750	924,553
Refuse site reserve	62,867	218	0	0	0	(5,236)	0	57,849	62,867
Airport works reserve	503,426	1,743	0	0	0	(41,929)	0	463,240	503,426
Plant replacement reserve	1,174,057	2,065	0	517,000	0	(1,039,189)	(760,000)	653,933	414,057
Staff housing reserve	664,020	2,299	0	0	0	(55,304)	0	611,015	664,020
Re-broadcasting reserve	65,977	228	0	0	0	(5,495)	0	60,710	65,977
Aquatic reserve	404,434	1,400	0	0	0	(308,784)	0	97,050	404,434
Energy developments reserve	103,646	359	0	0	0	(8,632)	0	95,373	103,646
Mosquito chemicals reserve	2,000	2,007	0	0	0	(333)	0	3,674	2,000
Town planning development reserve	925,000	3,202	0	0	0	(528,667)	0	399,535	925,000
Welfare reserve	0	0	0	396,725	0	0	0	396,725	0
	5,776,313	19,999	0	913,725	0	(2,319,611)	(760,000)	4,390,426	5,016,313

Other current liabilities	Note	Opening Balance 1 July 2020	Liability Increase	Liability Reduction	Closing Balance 31 March 2021
		\$	\$	\$	\$
Unspent grants, contributions and reimbursements					
- operating	12	66,400	0	(10,000)	56,400
- non-operating	13	10,433	0	0	10,433
Total unspent grants, contributions and reimbursements		76,833	0	(10,000)	66,833
Provisions					
Annual leave		365,503	0	(45,540)	319,963
Long service leave		95,567	0	0	95,567
Time in lieu		33,437	0	(19,186)	14,251
Total Provisions		494,507	0	(64,726)	429,781
Total other current liabilities		571,340	0	(74,726)	496,614
Amounts shown above include GST (where applicable)					

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

KEY INFORMATION

Provisions

Provisions are recognised when the Shire has a present legal or constructive obligation, as a result of past events, for which it is probable that an outflow of economic benefits will result and that outflow can be reliably measured.

Provisions are measured using the best estimate of the amounts required to settle the obligation at the end of the reporting period.

Employee benefits

Short-term employee benefits

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

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

Other long-term employee benefits

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

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

Contract liabilities

An entity's obligation to transfer goods or services to a customer for which the entity has received consideration (or the amount is due) from the customer. Grants to acquire or construct recognisable non-financial assets to identified specifications be constructed to be controlled by the Shire are recognised as a liability until such time as the Shire satisfies its obligations under the agreement.

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MARCH 2021

NOTE 12

OPERATING GRANTS AND CONTRIBUTIONS

Provider	Unspent operating grant, subsidies and contributions liability					Operating grants, subsidies and contributions revenue		
	Liability 1 July 2020	Increase in Liability	Liability Reduction (As revenue)	Liability 31 Mar 2021	Current Liability 31 Mar 2021	Amended Budget Revenue	YTD Budget	YTD Revenue Actual
	\$	\$	\$	\$	\$	\$	\$	\$
Operating grants and subsidies								
General purpose funding								
GRANT - FAGS UNTIED WALGGC	0	0	0	0	0	1,700,000	1,275,000	1,275,432
GRANT - FAGS (ROADS FORMULA) OPERATIN	0	0	0	0	0	357,000	267,750	272,715
Health								
GRANT - ABORIGINAL HEALTH	0	0	0	0	0	314,811	236,106	212,271
GRANT - DEPT OF HEALTH - MOSQUITO CON	0	0	0	0	0	3,786	2,835	12,167
DEPT OF HEALTH GRANT TRAINING PROGRA	56,400	0	0	56,400	56,400	0	0	0
Education and welfare								
GRANT - DPMC OLABUD DOOGETHU	0	0	0	0	0	900,000	675,000	487,500
GRANT - DEPARTMENT CHILD PROTECTION &	0	0	0	0	0	144,000	108,000	74,931
GRANT - LOTTERYWEST FOR NIGHT PATROL	0	0	0	0	0	154,082	115,560	0
GRANT SAVE THE CHILDREN	0	0	0	0	0	26,000	26,000	9,091
GRANT OXFAM OD FRAMEWORK	0	0	0	0	0	25,000	18,747	13,636
NIAA SURGE FUNDING	0	0	0	0	0	100,000	74,997	0
GRANT LOTTERYWEST AE	0	0	0	0	0	381,250	285,939	0
GRANT DEPT OF JUSTICE REINVESTMENT	0	0	0	0	0	231,250	173,439	0
GRANT - NIAA COMMUNITY NAVIGATOR PROG	0	0	0	0	0	173,800	130,347	0
INCOME NIAA OLABUD DOOGETHU YENO	0	0	0	0	0	0	0	187,500
PMC GRANT HALLS CREEK OLABUD DOOGET	0	0	0	0	0	75,000	56,250	68,182
DEPT OF JUSTICE GRANT	0	0	0	0	0	316,000	316,000	158,000
GRANT - DEPARTMENT OF COMMUNITIES	0	0	0	0	0	0	0	37,465
Transport								
GRANT - R2R GENERAL	10,000	0	(10,000)	0	0	455,000	341,244	758,799
GRANT - DIRECT (MAINT-RDS, STS, BRDIGES	0	0	0	0	0	197,925	148,437	197,925
FLOOD DAMAGE	0	0	0	0	0	3,000,000	2,250,000	1,207,768
Economic services								
GRANT - TRAVEL & TOURISM	0	0	0	0	0	5,000	0	0
REDS CERT III TRAINING PROGRAM GRANT	0	0	0	0	0	87,500	65,628	87,500
CERT III TRAINING COMPLETION INCOME	0	0	0	0	0	50,000	37,503	0
Other property and services								
LOTTERYWEST EMERGENCY COVID INCOME	0	0	0	0	0	60,000	60,000	0
	66,400			56,400	56,400	8,757,404	6,664,782	5,060,882

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MARCH 2021

NOTE 12

OPERATING GRANTS AND CONTRIBUTIONS

Provider	Unspent operating grant, subsidies and contributions liability					Operating grants, subsidies and contributions revenue		
	Liability 1 July 2020	Increase in Liability	Liability Reduction (As revenue)	Liability 31 Mar 2021	Current Liability 31 Mar 2021	Amended Budget Revenue	YTD Budget	YTD Revenue Actual
	\$	\$	\$	\$	\$	\$	\$	\$
Operating contributions								
General purpose funding								
GRANT - FESA ESL ADMINISTRATION & CONT	0	0	0	0	0	4,000	2,997	4,000
Community amenities								
CONTRIBUTION - EK JOB FUTURES JOB SPON	0	0	0	0	0	0	0	27
Recreation and culture								
DOT LICENSING - COMMISSION	0	0	0	0	0	18,000	13,500	26,734
CONTRIBUTIONS - DOT (DPI) LICENSING WAG	0	0	0	0	0	28,000	20,997	17,611
Transport								
SUBSIDY - STREET LIGHTING	0	0	0	0	0	5,000	3,744	0
Economic services								
COMMISSIONS INCOME - TRAVEL & TOURISM	0	0	0	0	0	20,282	15,210	4,938
COMMISSION INCOME - POST OFFICE	0	0	0	0	0	120,000	90,000	82,913
AUST POST FEES INCOME	0	0	0	0	0	140,000	104,994	59,356
REIMBURSEMENT & CONTRIBUTIONS - TRAIN	0	0	0	0	0	6,000	4,500	98,084
	0	0	0	0	0	341,282	255,942	293,663
TOTALS	66,400	0	(10,000)	56,400	56,400	9,098,686	6,920,724	5,354,545

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MARCH 2021

NOTE 13

NON-OPERATING GRANTS AND CONTRIBUTIONS

Provider	Unspent non operating grants, subsidies and contributions liability					Non operating grants, subsidies and contributions revenue		
	Liability 1 July 2020	Increase in Liability	Liability Reduction (As revenue)	Liability 31 Mar 2021	Current Liability 31 Mar 2021	Amended Budget Revenue	YTD Budget	YTD Revenue Actual (b)
	\$	\$	\$	\$	\$	\$	\$	\$
Non-operating grants and subsidies								
Education and welfare								
GRANT FOR RS COURTS DLGSC	0	0	0	0	0	30,000	22,500	0
Recreation and culture								
GRANT - BASKETBALL COURTS CIVIC HALL U	0	0	0	0	0	60,000	45,000	60,000
GRANT - SPLASHPARK LOTTERYWEST	0	0	0	0	0	505,000	378,747	0
Transport								
GRANT - MRWA SPECIAL ACCESS ROADS NC	0	0	0	0	0	0	0	254,329
GRANT - FOOTPATHS	0	0	0	0	0	170,000	127,494	1,267,972
GRANT - FAGS SPECIAL ACCESS ROADS NO	0	0	0	0	0	730,414	547,803	825,874
GRANT - LOCAL ROADS COMMUNITY INFRAE	0	0	0	0	0	268,909	201,681	268,909
GRANT - FOOTPATHS	0	0	0	0	0	90,000	67,500	(4,960)
GRANT - RADS AIRPORT NON-OPERATING	0	0	0	0	0	0	0	(8,460)
Economic services								
KDC - Econ development community arts grant	10,433	0	0	10,433	10,433	0	0	0
	10,433	0	0	10,433	10,433	1,854,323	1,390,725	2,663,664

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MARCH 2021**

**NOTE 14
TRUST FUND**

Funds held at balance date over which the Shire has no control and which are not included in this statement are as follows:

Description	Opening Balance 1 July 2020	Amount Received	Amount Paid	Closing Balance 31 Mar 2021
	\$	\$	\$	\$
Staff housing bonds	1,896	0	0	1,896
BCITF	28,721	4,155	(1,575)	31,301
DPI vehicle licensing	3,234	40,253	(43,487)	0
Tourist operators	0	1,438	(3,511)	(2,073)
	33,851	45,846	(48,573)	31,124

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MARCH 2021**

**NOTE 15
BUDGET AMENDMENTS**

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

GL Code	Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
				\$	\$	\$	\$
Budget adoption			Opening surplus	0	0	0	0
147566	LOTTERYWEST EMERGENCY COVID INCOME	19/11/2020 item 9.3.5	Operating Revenue	0	60,000	0	60,000
148566	LOTTERYWEST EMERGENCY COVID EXPENSES	19/11/2020 item 9.3.5	Operating Expenses	0	0	(60,000)	0
420135	SOFTWARE LICENSING & SUPPORT	19/11/2020 item 9.3.5	Operating Expenses	0	0	(67,764)	(67,764)
102608	SOFTWARE PROGRAM WASTE DISPOSAL SITES	19/11/2020 item 9.3.5	Operating Expenses	0	0	(4,830)	(72,594)
474972	TRANSFER FROM COMPUTER UPGRADE RESERVE	19/11/2020 item 9.3.5	Capital Revenue	0	60,220	0	(12,374)
450746	OFFICE REMEDIAL WORKS	19/11/2020 item 9.3.5	Capital Expenses	0	0	(110,000)	(122,374)
411953	TRANSFER FROM OFFICE REDEVELOPMENT RESERVE	19/11/2020 item 9.3.5	Capital Revenue	0	110,000	0	(12,374)
543704	DOG POUND UPGRADE	19/11/2020 item 9.3.5	Capital Expenses	0	0	(130,000)	(142,374)
120501	FOOTPATH LIGHTING (CAPITAL)	19/11/2020 item 9.3.5	Capital Expenses	0	130,000	0	(12,374)
130690	GRANT - TRAVEL & TOURISM	19/11/2020 item 9.3.5	Operating Revenue	0	5,000	0	(7,374)
137602	REDS CERT III TRAINING PROGRAM GRANT	19/11/2020 item 9.3.5	Operating Revenue	0	87,500	0	80,126
137603	CERT III TRAINING COMPLETION INCOME	19/11/2020 item 9.3.5	Operating Revenue	0	50,000	0	130,126
137214	STAFF TRAINING EXPENSES ITG	19/11/2020 item 9.3.5	Operating Expenses	0	0	(87,500)	42,626
137214	STAFF TRAINING EXPENSES ITG	19/11/2020 item 9.3.5	Operating Expenses	0	0	(50,000)	(7,374)
411183	HUMAN RIGHTS PROJECT	19/11/2020 item 9.3.5	Operating Expenses	0	350,000	0	342,626
107201	HUMAN RIGHTS PROJECT SALARIES & WAGES	19/11/2020 item 9.3.5	Operating Expenses	0	0	(213,708)	128,918
107202	HUMAN RIGHTS PROJECT SUPER (STATUTORY)	19/11/2020 item 9.3.5	Operating Expenses	0	0	(17,652)	111,266
107204	HUMAN RIGHTS PROJECT INSURANCE	19/11/2020 item 9.3.5	Operating Expenses	0	0	(5,000)	106,266
107205	HUMAN RIGHTS PROJECT UNIFORM	19/11/2020 item 9.3.5	Operating Expenses	0	0	(2,500)	103,766
107206	HUMAN RIGHTS PROJECT RECRUITMENT	19/11/2020 item 9.3.5	Operating Expenses	0	0	(1,000)	102,766
107207	HUMAN RIGHTS PROJECT STAFF TRAINING	19/11/2020 item 9.3.5	Operating Expenses	0	0	(5,000)	97,766
107208	HUMAN RIGHTS PROJECT OFFICE EXPENSES	19/11/2020 item 9.3.5	Operating Expenses	0	0	(2,000)	95,766
107209	HUMAN RIGHTS PROJECT GENERAL ACTIVITIES	19/11/2020 item 9.3.5	Operating Expenses	0	0	(11,140)	84,626
107210	HUMAN RIGHTS PROJECT TELEPHONE COSTS	19/11/2020 item 9.3.5	Operating Expenses	0	0	(2,000)	82,626
107211	HUMAN RIGHTS PROJECT VIRTUAL PARALEGAL ASSISTANT	19/11/2020 item 9.3.5	Operating Expenses	0	0	(40,000)	42,626
107212	HUMAN RIGHTS PROJECT UWA HC JUSTICE SYSTEM	19/11/2020 item 9.3.5	Operating Expenses	0	0	(50,000)	(7,374)
801101	SALARIES & WAGES OD HC	19/11/2020 item 9.3.5	Operating Expenses	0	0	(27,000)	(34,374)
801104	SUPER (EMPLOYER MATCHED) OD HC	19/11/2020 item 9.3.5	Operating Expenses	0	6,000	0	(28,374)

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MARCH 2021**

**NOTE 15
BUDGET AMENDMENTS**

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

GL Code	Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
				\$	\$	\$	\$
801107	UNIFORMS OD HC	19/11/2020 item 9.3.5	Operating Expenses	0	0	(6,000)	(34,374)
801111	RECRUITMENT EXPENSES OD HC	19/11/2020 item 9.3.5	Operating Expenses	0	0	(7,000)	(41,374)
801355	CONSULTING - JUSTICE REINVESTMENT	19/11/2020 item 9.3.5	Operating Expenses	0	0	(25,000)	(66,374)
801561	ADMINISTRATION ALLOCATIONS OD HC	19/11/2020 item 9.3.5	Operating Expenses	0	0	(70,069)	(136,443)
802657	GRANT - OXFAM - OD FRAMEWORK	19/11/2020 item 9.3.5	Operating Revenue	0	15,000	0	(121,443)
802656	GRANT - STC - EARLY CHILDHOOD	19/11/2020 item 9.3.5	Operating Revenue	0	26,000	0	(95,443)
811103	SUPER (STATUTORY) OD BILLILUNA	19/11/2020 item 9.3.5	Operating Expenses	0	1,966	0	(93,477)
811105	INSURANCE WORKERS COMP OD BILLILUNA	19/11/2020 item 9.3.5	Operating Expenses	0	471	0	(93,006)
811113	STAFF TRAINING & EXPENSES OD BILLILUNA	19/11/2020 item 9.3.5	Operating Expenses	0	116	0	(92,890)
811150	INSURANCE GENERAL OD BILLILUNA	19/11/2020 item 9.3.5	Operating Expenses	0	345	0	(92,545)
811188	BUILDING MTCE WORKS OD BILLILUNA	19/11/2020 item 9.3.5	Operating Expenses	0	18	0	(92,527)
811194	GENERAL ACTIVITIES OD BILLILUNA	19/11/2020 item 9.3.5	Operating Expenses	0	2,381	0	(90,146)
811196	TELEPHONE COSTS OD BILLILUNA	19/11/2020 item 9.3.5	Operating Expenses	0	368	0	(89,778)
811301	VEHICLE COSTS OD BILLILUNA	19/11/2020 item 9.3.5	Operating Expenses	0	3,433	0	(86,345)
811561	ABC ALLOCATION OD BILLILUNA	19/11/2020 item 9.3.5	Operating Expenses	0	0	(6,370)	(92,715)
811599	HOUSING ALLOCATION OD BILLILUNA	19/11/2020 item 9.3.5	Operating Expenses	0	0	(15,000)	(107,715)
811600	UTILITIES HOUSING OD BILLILUNA	19/11/2020 item 9.3.5	Operating Expenses	0	444	0	(107,271)
821101	SALARIES & WAGES OD MULAN	19/11/2020 item 9.3.5	Operating Expenses	0	0	(53,077)	(160,348)
821561	ADMINISTRATION ALLOCATIONS OD MULAN	19/11/2020 item 9.3.5	Operating Expenses	0	0	(6,370)	(166,718)
821599	HOUSING ALLOCATION OD MULAN	19/11/2020 item 9.3.5	Operating Expenses	0	0	(5,000)	(171,718)
831101	SALARIES & WAGES OD RINGER SOAK	19/11/2020 item 9.3.5	Operating Expenses	0	0	(57,211)	(228,929)
831561	ADMINISTRATION ALLOCATIONS OD RINGER SOAK	19/11/2020 item 9.3.5	Operating Expenses	0	0	(6,370)	(235,299)
831599	HOUSING ALLOCATION OD RINGER SOAK	19/11/2020 item 9.3.5	Operating Expenses	0	0	(5,000)	(240,299)
841101	SALARIES & WAGES OD YENO	19/11/2020 item 9.3.5	Operating Expenses	0	0	(15,989)	(256,288)
841105	INSURANCE - WORKERS COMP OD YENO	19/11/2020 item 9.3.5	Operating Expenses	0	0	(3,500)	(259,788)
841111	RECRUITMENT EXPENSES OD YENO	19/11/2020 item 9.3.5	Operating Expenses	0	0	(3,000)	(262,788)
841113	STAFF TRAINING OD YENO	19/11/2020 item 9.3.5	Operating Expenses	0	0	(15,000)	(277,788)
841194	GENERAL ACTIVITIES OD YENO	19/11/2020 item 9.3.5	Operating Expenses	0	0	(20,261)	(298,049)
841196	TELEPHONE COSTS OD YENO	19/11/2020 item 9.3.5	Operating Expenses	0	0	(5,000)	(303,049)

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MARCH 2021**

**NOTE 15
BUDGET AMENDMENTS**

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

GL Code	Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
				\$	\$	\$	\$
841561	ADMINISTRATION ALLOCATIONS OD YENO	19/11/2020 item 9.3.5	Operating Expenses	0	5,716	0	(297,333)
841599	HOUSING ALLOCATION OD YENO	19/11/2020 item 9.3.5	Operating Expenses	0	0	(3,667)	(301,000)
841301	VEHICLE COSTS OD YENO	19/11/2020 item 9.3.5	Operating Expenses	0	0	(10,000)	(311,000)
841188	BUILDING MTCE WORKS OD HC	19/11/2020 item 9.3.5	Operating Expenses	0	0	(5,000)	(316,000)
840656	DEPT OF JUSTICE GRANT	19/11/2020 item 9.3.5	Operating Revenue	0	316,000	0	0
00139650	REIMBURSEMENTS ECONOMIC DEVELOPMENT	18/03/2021 item 9.2.4	Operating Revenue	0	42,000	0	42,000
00130391	TRAVEL & TOURISM PURCHASE OF STOCK	18/03/2021 item 9.2.4	Operating Expenses	0	0	(10,000)	32,000
00450747	TRAINING ROOM	18/03/2021 item 9.2.4	Operating Expenses	0	8,000	0	40,000
00420143	PURCHASES PC & IT	18/03/2021 item 9.2.4	Operating Expenses	0	10,000	0	50,000
00801301	VEHICLE COSTS OLABUD DOOGETHU HALLS CREEK	18/03/2021 item 9.2.4	Operating Expenses	0	0	(15,000)	35,000
00911675	CHARGES STAFF HOUSES-RENTALS	18/03/2021 item 9.2.4	Operating Revenue	0	0	(190,000)	(155,000)
00420140	FBT Reimbursements Offset Rent	18/03/2021 item 9.2.4	Operating Revenue	0	190,000	0	35,000
00420145	WEBSITE - UPGRADE & MAINTENANCE	18/03/2021 item 9.2.4	Capital Expenses	0	6,500	0	41,500
00802658	NIAA Surge Funding	18/03/2021 item 9.2.4	Operating Revenue	0	100,000	0	141,500
00802659	Lotterywest AE	18/03/2021 item 9.2.4	Operating Revenue	0	84,722	0	226,222
00802659	Lotterywest AE 21/22	18/03/2021 item 9.2.4	Operating Revenue	0	296,528	0	522,750
00801364	EXP - NIAA COMMUNITY NAVIGATOR PROGRAM (CNP)	18/03/2021 item 9.2.4	Operating Revenue	0	173,800	0	696,550
00802660	GRANT DEPT OF JUSTICE REINVESTMENT (JR) Mun	18/03/2021 item 9.2.4	Operating Revenue	0	231,250	0	927,800
00802661	GRANT - NIAA COMMUNITY NAVIGATOR PROGRAM (CNP)	18/03/2021 item 9.2.4	Operating Revenue	0	0	(231,250)	696,550
00802657	GRANT OXFAM OD FRAMEWORK	18/03/2021 item 9.2.4	Operating Revenue	0	10,000	0	706,550
00891610	PROCEEDS of Sale of Troopies (Vehicles)	18/03/2021 item 9.2.4	Capital Revenue	0	15,000	0	721,550
00891611	REALISATION of Asset Disposal	18/03/2021 item 9.2.4	Non Cash Item	(15,000)	0	0	721,550
00801101	Salaries	18/03/2021 item 9.2.4	Operating Expenses	0	0	(109,058)	612,492
00801360	Oxfam Consultant Outcome Framework	18/03/2021 item 9.2.4	Operating Expenses	0	0	(10,000)	602,492
00801361	School Holiday Program (SHP)	18/03/2021 item 9.2.4	Operating Expenses	0	0	(20,000)	582,492
00891560	OD Office Construction	18/03/2021 item 9.2.4	Capital Expenses	0	0	(75,000)	507,492
00891561	Refurbish Remote Donga x 3	18/03/2021 item 9.2.4	Capital Expenses	0	0	(29,000)	478,492
00801362	Mtce Remote Donga x 3	18/03/2021 item 9.2.4	Operating Expenses	0	0	(22,000)	456,492
00801363	OD Computers & Office Desks	18/03/2021 item 9.2.4	Operating Expenses	0	0	(55,000)	401,492

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MARCH 2021**

**NOTE 15
BUDGET AMENDMENTS**

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

GL Code	Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
				\$	\$	\$	\$
00891562	Car	18/03/2021 item 9.2.4	Capital Expenses	0	0	(115,000)	286,492
00891590	Balance of Olabud Grants	18/03/2021 item 9.2.4	Capital Expenses	0	0	(296,528)	(10,036)
00831802	CLC - Community Sports Grant	18/03/2021 item 9.2.4	Capital Revenue	0	30,000	0	19,964
00831701	Ringer Soak Basketball Court Upgrade and Shades	18/03/2021 item 9.2.4	Capital Expenses	0	0	(30,000)	(10,036)
00121615	GRANT - LOCAL ROADS COMMUNITY INFRASTRUCTURE	18/03/2021 item 9.2.4	Capital Revenue	0	268,909	0	258,873
120104	Road construction job - Tanami Road	18/03/2021 item 9.2.4	Capital Expenses	0	0	(268,909)	(10,036)
00121612	FLOOD DAMAGE	18/03/2021 item 9.2.4	Operating Revenue	0	2,650,000	0	2,639,964
00123405	WANDRRA	18/03/2021 item 9.2.4	Operating Expenses	0	0	(2,500,000)	139,964
00146001	WAGES - Plant repairs and Maintenance	18/03/2021 item 9.2.4	Operating Expenses	0	0	(150,000)	(10,036)
00146010	Fuel	18/03/2021 item 9.2.4	Operating Expenses	0	500,000	0	489,964
00146040	Insurance	18/03/2021 item 9.2.4	Operating Expenses	0	0	(100,000)	389,964
00128719	AERODROME Wildlife Hazard Management program	18/03/2021 item 9.2.4	Operating Expenses	0	0	(16,000)	373,964
00128687	REIMBURSEMENTS TIE DOWNS	18/03/2021 item 9.2.4	Operating Revenue	0	8,460	0	382,424
00128720	AERODROME TIE DOWNS	18/03/2021 item 9.2.4	Capital Expenses	0	0	(8,460)	373,964
00100563	INSURANCE - SANITATION	18/03/2021 item 9.2.4	Operating Expenses	0	15	0	373,979
00101181	INSURANCE - REFUSE DISPOSAL SITES	18/03/2021 item 9.2.4	Operating Expenses	0	448	0	374,427
00106105	INSURANCE - TOWN PLANNING	18/03/2021 item 9.2.4	Operating Expenses	0	0	(31)	374,396
00107105	INSURANCE - COMMUNITY DEVELOPMENT	18/03/2021 item 9.2.4	Operating Expenses	0	27	0	374,423
00107204	HUMAN RIGHTS PROJECT INSURANCE	18/03/2021 item 9.2.4	Operating Expenses	0	5,000	0	379,423
00108105	INSURANCE - OTHER COMMUNITY SERVICES	18/03/2021 item 9.2.4	Operating Expenses	0	0	(16)	379,407
00110563	INSURANCE - CIVIC HALL	18/03/2021 item 9.2.4	Operating Expenses	0	87	0	379,494
00115181	INSURANCE - PLANNING, BUILDING ETC (AQUATIC & RECF	18/03/2021 item 9.2.4	Operating Expenses	0	0	(306)	379,188
00115563	INSURANCE - PARKS & GARDENS	18/03/2021 item 9.2.4	Operating Expenses	0	97	0	379,285
00117105	INSURANCE - GENERAL LIBRARY	18/03/2021 item 9.2.4	Operating Expenses	0	27	0	379,312
00119193	INSURANCE - CRC	18/03/2021 item 9.2.4	Operating Expenses	0	0	(50)	379,262
00122563	INSURANCE - ROAD MAINTAINANCE	18/03/2021 item 9.2.4	Operating Expenses	0	106	0	379,368
00128181	INSURANCE - AIRPORT	18/03/2021 item 9.2.4	Operating Expenses	0	8,719	0	388,087
00130109	INSURANCE - TRAVEL & TOURISM CENTRE	18/03/2021 item 9.2.4	Operating Expenses	0	0	(312)	387,775
00132563	INSURANCE - RURAL SERVICES	18/03/2021 item 9.2.4	Operating Expenses	0	0	(10)	387,765

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MARCH 2021**

**NOTE 15
BUDGET AMENDMENTS**

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

GL Code	Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
				\$	\$	\$	\$
00134106	INSURANCE - POST OFFICE	18/03/2021 item 9.2.4	Operating Expenses	0	0	(315)	387,450
00138105	INSURANCE - BUILDING	18/03/2021 item 9.2.4	Operating Expenses	0	0	(42)	387,408
00139105	INSURANCE - GENERAL ECONOMIC DEVELOPMENT	18/03/2021 item 9.2.4	Operating Expenses	0	9	0	387,417
00141105	INSURANCE - PWO	18/03/2021 item 9.2.4	Operating Expenses	0	84	0	387,501
00142105	INSURANCE - INFRASTRUCTURE MANAGEMENT	18/03/2021 item 9.2.4	Operating Expenses	0	0	(40)	387,461
00146040	INSURANCE - PLANT	18/03/2021 item 9.2.4	Operating Expenses	0	0	(17,524)	369,937
00149105	BUILDING INSURANCE - YARLIYIL ARTS CENTRE	18/03/2021 item 9.2.4	Operating Expenses	0	0	(10,236)	359,701
00411181	INSURANCE - GOVERNANCE	18/03/2021 item 9.2.4	Operating Expenses	0	41,093	0	400,794
00420181	INSURANCE - ADMINISTRATION	18/03/2021 item 9.2.4	Operating Expenses	0	2,300	0	403,094
00440106	INSURANCE - GENERAL INTEGRATED PLANNING	18/03/2021 item 9.2.4	Operating Expenses	0	0	(1,191)	401,903
00510181	INSURANCE - FIRE	18/03/2021 item 9.2.4	Operating Expenses	0	1,599	0	403,502
00540105	INSURANCE - RANGERS (ANIMAL CONTROL)	18/03/2021 item 9.2.4	Operating Expenses	0	21	0	403,523
00710105	INSURANCE - HEALTH	18/03/2021 item 9.2.4	Operating Expenses	0	0	(3)	403,520
00722105	INSURANCE - ABORIGINAL HEALTH	18/03/2021 item 9.2.4	Operating Expenses	0	21	0	403,541
00801150	INSURANCE - GENERAL OLABUD DOOGETHU HALLS CREEK	18/03/2021 item 9.2.4	Operating Expenses	0	51	0	403,592
00811150	INSURANCE - GENERAL OLABUD DOOGETHU BILLILUNA	18/03/2021 item 9.2.4	Operating Expenses	0	0	(334)	403,258
00821150	INSURANCE - GENERAL OLABUD DOOGETHU MULAN	18/03/2021 item 9.2.4	Operating Expenses	0	11	0	403,269
00831150	INSURANCE - GENERAL OLABUD DOOGETHU RINGER SOA	18/03/2021 item 9.2.4	Operating Expenses	0	11	0	403,280
00911563	INSURANCE - STAFF HOUSING	18/03/2021 item 9.2.4	Operating Expenses	0	0	(494)	402,786
00101182	INSURANCE - WORKERS COMPENSATION REFUSE DISPOS	18/03/2021 item 9.2.4	Operating Expenses	0	0	(415)	402,371
00115105	INSURANCE - WORKERS COMPENSATION (AQUATIC CENT	18/03/2021 item 9.2.4	Operating Expenses	0	0	(1,612)	400,759
00130105	INSURANCE - WORKERS COMPENSATION TRAVEL & TOUR	18/03/2021 item 9.2.4	Operating Expenses	0	0	(671)	400,088
00134105	INSURANCE - WORKERS COMPENSATION - POST OFFICE	18/03/2021 item 9.2.4	Operating Expenses	0	0	(671)	399,417
00139106	INSURANCE - WORKERS COMPENSATION ECONOMIC DEV	18/03/2021 item 9.2.4	Operating Expenses	0	0	(446)	398,971
00141110	INSURANCE - WORKERS COMPENSATION PUBLIC WORKS	18/03/2021 item 9.2.4	Operating Expenses	0	0	(2,058)	396,913
00142110	INSURANCE - WORKERS COMPENSATION INFRASTRUCTUI	18/03/2021 item 9.2.4	Operating Expenses	0	0	(798)	396,115
00420105	INSURANCE - WORKERS COMPENSATION (ADMINISTRATI	18/03/2021 item 9.2.4	Operating Expenses	0	0	(4,259)	391,856
00420181	INSURANCE - ADMINISTRATION	18/03/2021 item 9.2.4	Operating Expenses	0	0	(526)	391,330
00540106	INSURANCE - WORKERS COMPENSATION RANGERS	18/03/2021 item 9.2.4	Operating Expenses	0	0	(543)	390,787

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MARCH 2021**

**NOTE 15
BUDGET AMENDMENTS**

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

GL Code	Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
				\$	\$	\$	\$
00710108	INSURANCE - WORKERS COMPENSATION HEALTH	18/03/2021 item 9.2.4	Operating Expenses	0	0	(558)	390,229
00722108	INSURANCE - WORKERS COMPENSATION AEHO	18/03/2021 item 9.2.4	Operating Expenses	0	2,690	0	392,919
00801105	INSURANCE - WORKERS COMPENSATION OLABUD DOOGI	18/03/2021 item 9.2.4	Operating Expenses	0	0	(1,289)	391,630
00811105	INSURANCE - WORKERS COMPENSATION OLABUD DOOGI	18/03/2021 item 9.2.4	Operating Expenses	0	0	(583)	391,048
00821105	INSURANCE - WORKERS COMPENSATION OLABUD DOOGI	18/03/2021 item 9.2.4	Operating Expenses	0	0	(224)	390,824
00831105	INSURANCE - WORKERS COMPENSATION OLABUD DOOGI	18/03/2021 item 9.2.4	Operating Expenses	0	0	(224)	390,600
00841105	INSURANCE - WORKERS COMPENSATION OLABUD DOOGI	18/03/2021 item 9.2.4	Operating Expenses	0	10,000	0	400,600
00431698	Insurance rebates	18/03/2021 item 9.2.4	Operating Revenue	0	61,000	0	461,600
00431687	ADMIN REIMBURSEMENTS (FBT)	18/03/2021 item 9.2.4	Operating Revenue	0	95,000	0	556,600
00420101	SALARIES - ADMIN	18/03/2021 item 9.2.4	Operating Expenses	0	0	(129,751)	426,849
00146553	PLANT - OPERATING COSTS ALLOCATED TO WORKS	18/03/2021 item 9.2.4	Operating Expenses	0	0	(232,476)	194,373
00143991	PWO ALLOCATED TO WORKS	18/03/2021 item 9.2.4	Operating Expenses	0	1,974	0	196,347
00891590	TRANSFER TO WELFARE RESERVE	18/03/2021 item 9.2.4	Capital Expenses	0	0	(100,197)	96,150
00541195	ANIMAL CONTROL EXPENSES	18/03/2021 item 9.2.4	Operating Expenses	0	0	(10,000)	86,150
	Adjustments to surplus for audit	18/03/2021 item 9.2.4	Opening Surplus(Deficit)	0	0	(86,150)	(0)
				(15,000)	6,086,537	(6,086,537)	(0)

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MARCH 2021**

**NOTE 16
EXPLANATION OF MATERIAL VARIANCES**

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

The material variance adopted by Council for the 2020-21 year is \$50,000 or 10.00% whichever is the greater.

Reporting Program	Var. \$	Var. %	Timing/ Permanent	Explanation of Variance
	\$	%		
Revenue from operating activities				
Education and welfare	(939,124)	(47.41%)	▼ Timing	Additional Grants now included in Budget monthly YTD estimates - grant yet to be paid
Transport	(583,312)	(21.12%)	▼ Timing	YTD estimates out from actual grants received
Other property and services	(2,057,294)	(56.90%)	▼ Permanent	Total income and expenditure for DGDRUP less than anticipated - work starts May after wet.
Expenditure from operating activities				
Governance	70,431	16.38%	▲ Timing	Less YTD monthly expenditure
General purpose funding	109,311	35.52%	▲ Timing	Rates debotrs write offs will increase to YTD
Health	96,930	21.89%	▲ Timing	Signals possible underspend by EOY
Education and welfare	479,342	29.65%	▲ Timing	Ramping up programs to spend to EOY
Community amenities	235,815	25.18%	▲ Permanent	Less expenditure Human Rights Office
Transport	2,127,704	33.31%	▲ Permanent	Longer wet will reduce EOY spend - though ramping up now.
Investing activities				
Proceeds from non-operating grants, subsidies and contributions	1,272,939	91.53%	▲ Permanent	Additional Grants now included in Budget monthly YTD estimates
Payments for property, plant and equipment and infrastructure	969,171	24.42%	▲ Timing	Plant purchases yet to be completed
Financing activities				
Transfer from reserves	(1,559,611)	(67.24%)	▼ Timing	Transfer from Reserves - not yet completed
Repayment of debentures	419,755	47.90%	▲ Timing	Second payment in second half of year still to be made
Transfer to reserves	933,724	100.00%	▲ Timing	Transfers to Reserves - not yet completed

9.5 COMMITTEE MEETINGS

9.5.1 Minutes – Occupational Health and Safety Committee Meeting – 17 March 2021

ITEM NUMBER:	9.5.1
REPORTING OFFICER:	Dianne Rowbottom, Executive Assistant
SENIOR OFFICER	Noel Mason, Chief Executive Officer
MEETING DATE:	15 April 2021
DISCLOSURE OF INTEREST:	Nil

1.0 Matter for Consideration

- 1.1 An Occupational Health and Safety Committee meeting was held on 17 March 2021 and therefore Council are required to receive and note the Minutes of this Committee meeting.

2.0 Background

Nil.

3.0 Comments

- 3.1 The Minutes of the Occupational Health and Safety Committee are now presented (Appendix 9.5.1A) to Council for information.
- 3.2 Identified items that require action by CEO and staff will be progressed between now and next OSH Committee meeting.

4.0 Statutory Environment

2.1 *Local Government Act 1995*

Section 2.7(2) Provides that Council is to oversee the allocation of local government finances and resources and to determine the local government policies.

Section 3.1 – Provides that the general function of the local government is to provide for the good government of persons in its district.

5.0 Strategic Implications

5.1 Objective:

4. Civic: Working together to strengthen leadership and effective governance.

5.2 Outcome:

Civic - 4.1 A local government that is respected and accountable

5.3 Strategy:

Civic - 4.1.1 Provide strong, effective and functional governance and leadership in the Shire.

6.0 Policy Implications

Nil.

7.0 Financial Implications

There are no financial implication in respect to this report.

8.0 Sustainability Implications

8.1 Environmental

There are no significant identifiable environmental impacts arising from adoption of the officer's recommendation.

8.2 Economic

There are no significant identifiable economic impacts arising from adoption of the officer's recommendation.

8.3 Social

There are no significant identifiable social impacts arising from adoption of the officer's recommendation.

9.0 Risk

Table 9.1 Guide to quantifying risk

Event Likelihood / Impact Matrix			
Likelihood (refer Potential Risk Likelihood Guide)	Impact Always a risk that OSH is not addressed quickly. CEO has requested action on outstanding items. In receipt of the Minutes - low to medium risk		
	Minor	Medium	High
Low (unlikely)	1	(2)	3
Moderate (likely)	2	4	6
High (very likely)	3	6	9

Possible responses to the raw risk score vary depending on the level of risk (low, moderate or high). Possible actions are:

Table 9.2 Guide to quantifying risk

Risk	
Low Risk	
a risk / activity with a score of 2 or less	manage by routine procedures
Moderate Risk	
a risk / activity with a score between 3 or 4 more is moderate risk	N/A
High Risk	
a risk activity with a score of 6 or more is a high risk	Choose an item.
Risk Control Measure	CEO action on outstanding items identified in OSH Committee.

OFFICER RECOMMENDATION/COUNCIL RESOLUTION: 2021/038

Moved: Cr Virginia O'Neil

Seconded: Cr Patricia McKay

That:

The Minutes of the meeting of the Occupational Health and Safety Committee Meeting held on 17 March 2021 (Appendix 9.5.1A) be received.

CARRIED 5/0

NOTE: Cr Chris Loessl left the Chambers at 5.31pm and re-entered at 5.34pm.

This section left blank intentionally



**Minutes of the Occupational Safety & Health (OSH) Committee
meeting held in the Shire Council Chambers, Thomas St Halls Creek on
17 March 2021**

PRESENT:

Noel Mason (CEO) *introduction only*, Dianne Rowbottom (Executive Assistant), Phil Burgess (Director Infrastructure & Assets) *entered at 12.28pm*, Lloyd Barton (Director Corporate Service), Musa Mono (Director Health & Regulatory Services), Rosmaria Eastman (Records Manager), Emily Gibson (Shire Ranger), Kirsten Thomson (Customer Service Officer), Jodie Taylor (Senior Ranger), Natasha Niven (Customer Service Manager), Lina Tafaioalii (Case Intervention Officer), Helen Eames (Post Office Manager) and Stephen Morice (Leading Hand).

APOLOGIES:

Nil.

1. Opening

Noel Mason thanked the Committee members for attending, highlighting the importance of meeting to discuss all matters OSH within the workplace but also the responsibility of the Shire to look after parks, playgrounds, roads, fencing etc and impacts on the public health and safety. Broaden your thinking about what is likely to happen out there. Issues are all open for discussion when it comes to OSH. If there is an identified risk and we believe that it has high to serious implications and a higher chance of occurring, then it's dealt with today. We must respond rapidly. I am responsible, as the CEO, for the OSH performance of the Shire but it is part of everyone's performance indicators and position descriptions. We must start with a positive attitude towards keeping yourself and everyone safe in the workplace. If you have any safety concerns within the Shire or workplace, bring it to OSH so it can be dealt with.

Lloyd opened the meeting at 12.17pm.

2. Confirmation of the of the OSH meeting minutes held 10 November 2020.

The Committee read through the minutes of the previous meeting.

Resolution: OSH2021/01

Moved: Lloyd Barton

Seconded: Musa Mono

That the minutes of the OSH Committee held 10 November 2020 be noted and accepted.

3. Business Arising from Previous Meeting

- 3.1 Fire and Evacuation drill to be schedule ASAP, to assess the level of preparedness and response by both management and staff.

What needs to happen:

- Evacuation plan
- Get the alarm to go off which has to be done by contractor.
- More than 1 Fire Wardens appointed (including at the depot)

Fire and evacuation drill needs to occur across all Shire facilities:

- Main office (ASAP)
- Rec centre
- Depot
- Post Office
- Tourism centre

Action: Discuss the Fire and Evacuation drill at the next Manager Meeting.

- 3.2 Minutes and actions of 10 November 2021 were discussed.

- Lina Tafaoialii to represent Youth/Pool/YENO's
- Nominations forms are now saved in F drive under OSH.
- Headphones available for staff in required.
- Budget allocated for carpet replacement, work in progress.
- OSH training: no update. DIA to follow up provide information to DCS.

4. General Business

- 4.1 OSH Chair

New chair needs to be appointed as DIA is leaving the organisation. Unsure what department OSH will fall under, either Corporate Services, Health & Regulatory Services or remain under Director Infrastructure Assets.

Action: New OSH Chair to be discussed and appointed at the next Managers Meeting.

- 4.2 The Incident Register was reviewed briefing by the Committee.

Action: Going forward the Incident Register will be sent to all Committee members prior to the OSH meeting to allow individuals to review relevant incidences within their department so it can therefore be presented and reported to the Committee.

Musa noted that the process is legislated under the Occupational Health and Safety Act. It states exactly what should happen in each instance. First of all, you can appoint the Chairperson as the CEO or you can get that management group to decide to take over the Chairmanship. All Department should have met to decide on the OSH representatives. Some departments are small; therefore one representative is good enough. Some departments might be larger and make more than one representative. The facility will be selected with two or three people to present them. They bring issues from the

department or facility to this Committee and take the decisions of this Committee back. Only one representative came from Directorate of Youth Development Services and we appreciate whatever decisions are made here, that Lina takes them back to the department and Director, and all items and or decisions are being communicated.

Lloyd thanked Musa for the clarification and noted going forward, that all representatives should print a copy of the agenda and incident report to provide updates at the meeting, speaking to the individual incident within your area/department.

Action: Rosmaria to maintain and update the Incident Register.

4.3 Worker's Compensation Open Claims Report reviewed by the Committee

Action: Updated Worker's Compensation Open Claims Report will be sent to all Committee members prior to the OSH meeting. Dianne to ensure all names and details are kept strictly confidential prior to releasing.

4.4 Mould Assessment/Investigation (Shire main office)

- Mould issue in the Shire admin building for quite some time, causing discomfort, headaches, respiratory issues for some employees.
- For example: visitor waiting for Noel the other day in the library and noted that the place smells awfully bad. It is quite embarrassing.
- There is a copy here of the OSH policy which highlights that inspections need to be completed.
- To date they have not been done, however Noel did address this at the start of the meeting.
- We know that the moisture is causing the mould in the office, more specifically the roofing issues.
- During the rain we put buckets out as the roof leaks.
- This has been an issue for a long time, and it doesn't look like anything has ever been done.
- Leaks throughout the admin building affecting the library, kitchen, counter area, Margie's office.
- Mould patches in the library and Matt's office are very bad.
- After Christmas, staff came back and felt lightheaded, sore eyes and generally felt unwell due to the office being closed up and damp, the rain/leaks and mould growth, the first day back in 2021 was very bad.
- Hopefully the roof leaks can be fixed to stop this ongoing issue of leaking and mould growth.
- Mould also needs to be removed once roofing issues are fixed.
- Phil informed the Committee that the roof has been inspected various times and the leaks cannot be found. \$45k to re-tile the entire building with acoustic/vinyl tiles. Therefore, if leaks occur, it can be easily cleaned and mopped up. Once the wet season has ended, the roofing issues can be re-investigated and rectified. A clear seal can coat the entire roof to stop the leaks. The library simulation room and admin office will be completed re-tiled first on or before 30/03/2021.
- Question: Can Dean inspect the mould areas?
- Musa noted that we know there is mould but there is nothing to test unless we are looking for a specific type of mould, everyone will react differently to the mould.

- Acoustic tile and the clear roof seal are good options until the wet season subsides and the roof can be properly fixed.
- Windows and seals also need to be looked at but difficult at the moment due to the leaks and rain.

Action: DIA to prioritise the library simulator room and admin office to be re-tiled by the 30/03/2021.

Action: Email a copy of OSH Minutes to Katie*. DIA to follow up.

Recommendation: The Committee expressed urgency on the matter to be rectified as soon as possible.

4.5 Inspection of Shire Admin Building

- A walk-through inspection of the Shire Admin Building and outside areas needs to be completed. Hazards identify OSH hazards including check sheets.
- Health inspection was completed by Dean Graham and information passed onto Phil, Noel and Musa.
- Question: Kirsten asked if there needs to be asbestos sign or register in the kitchen?
- Musa noted that it is not mandatory for a sign and there is an asbestos register.
- Kirsten clarified that the reason it was bought up is because of the kids running on the roof and the water coming through, and we came across the asbestos in the roof. If under control, then all good.
- Phil noted that the roof and the ceiling are separated and therefor the jumping does not affect the asbestos in the roof.

5. Policies

The following documents will be sent to all Committee members:

- SoHC OSH Management Plan
- OSH Action Plan
- OSH Terms of Reference – Documents attached to Agenda.

Action: Dianne to email out the above OSH documents to the Committee members for review and discussion at the next OSH meeting.

6. Correspondence

6.1 Correspondence in.
Nil

6.2 Correspondence Out
Nil

7. Business Arising

7.1 Natasha shared concerns regarding a trip hazard between the kitchen and office.

Action: Phil to rectify trip hazard between the kitchen and office.

7.2 Musa noted a reminder to always keep the kitchen clean and tidy.

7.3 Stephen identified a few hazards in the workplace since commencing with the Shire but will be rectified shortly.

Action: Dianne to located and save all OSH forms and templates (Incident Form/JSA/SWIMS) into F drive and notify members as to where they are saved.

8. Next Meeting

9th June 2021 at 12pm.

9. Closure

There being no further business, the Chair declared the meeting closed at 1.25pm.

To be confirmed

9.5.2 Minutes – Health Advisory Committee Meeting – 30 March 2021

ITEM NUMBER:	9.5.2
REPORTING OFFICER:	Dianne Rowbottom, Executive Assistant
SENIOR OFFICER	Noel Mason, Chief Executive Officer
MEETING DATE:	15 April 2021
DISCLOSURE OF INTEREST:	Nil

1.0 Matter for Consideration

- 1.1 A Health Advisory Committee meeting was held on 30 March 2021 and therefore Council are required to receive and note the Minutes of this Committee meeting.

2.0 Background

Nil.

3.0 Comments

- 3.1 The Minutes of the Health Advisory Committee are now presented (Appendix 9.5.2A) to Council for adoption.

4.0 Statutory Environment

2.1 *Local Government Act 1995*

Section 2.7(2) Provides that Council is to oversee the allocation of local government finances and resources and to determine the local government policies.

Section 3.1 – Provides that the general function of the local government is to provide for the good government of persons in its district.

5.0 Strategic Implications

5.1 Objective:

4. Civic: Working together to strengthen leadership and effective governance.

5.2 Outcome:

Civic - 4.1 A local government that is respected and accountable

5.3 Strategy:

Civic - 4.1.1 Provide strong, effective and functional governance and leadership in the Shire.

6.0 Policy Implications

Nil.

7.0 Financial Implications

There are no financial implication in respect to this report.

8.0 Sustainability Implications

8.1 Environmental

There are no significant identifiable environmental impacts arising from adoption of the officer's recommendation.

8.2 Economic

There are no significant identifiable economic impacts arising from adoption of the officer's recommendation.

8.3 Social

There are no significant identifiable social impacts arising from adoption of the officer's recommendation.

9.0 Risk

Table 9.1 Guide to quantifying risk

Event Likelihood / Impact Matrix			
Likelihood (refer Potential Risk Likelihood Guide)	Impact -In receipt of the Minutes - NIL.		
	Minor	Medium	High
Low (unlikely)	(1)	2	3
Moderate (likely)	2	4	6
High (very likely)	3	6	9

Possible responses to the raw risk score vary depending on the level of risk (low, moderate or high). Possible actions are:

Table 9.2 Guide to quantifying risk

Risk	Accepting Minutes - Low
Low Risk	
a risk / activity with a score of 2 or less	manage by routine procedures
Moderate Risk	
a risk / activity with a score between 3 or 4 more is moderate risk	N/A
High Risk	
a risk activity with a score of 6 or more is a high risk	Choose an item.
Risk Control Measure	Minutes are presented to Council on regular basis.

OFFICER RECOMMENDATION/COUNCIL RESOLUTION: 2021/039

Moved: Cr Chris Loessl

Seconded: Cr Patricia McKay

That:

**The Minutes of the meeting of the Health Advisory Committee
Meeting held on 30 March 2021 (Appendix 9.5.2A) be received.**

CARRIED 5/0

This section left blank intentionally



SHIRE OF HALLS CREEK

**The Committee meeting of the Halls Creek Health Committee was held on
Tuesday 30 March 2021 at 3.00pm at the Council
Chambers, 7 Thomas Street, Halls Creek.**

MINUTES

The meeting was opened by Cr Rosemary Stretch at 3.16pm.

- 1. Attendance:** Rosemary Stretch – Councillor (SoHC) - Chairing
Musa Mono – Directory Health & Regulatory Services (SoHC)
Qamaram Munira – Health Promotion Officer (SoHC)
Dean Graham – Snr Health Promotion Officer (SoHC)
Jane Wilson – Operations Manager (Yura Yungi)
Ankita Chaudhary – Health Promotion Officer (Yura Yungi)
Dianne Rowbottom – Executive Assistant (SoHC)

- 2. Apologies:** Nil.

3. Developing the Shire District Public Health Plan

Musa advised that the Health Advisory Committee had not been active for some time. Previous meeting was well over a year ago, before COVID, therefore there are no formal Minutes to confirm.

3.1 Community Wellbeing – Public Health Act 2016

- One of the reasons this meeting was called is because of the need for the Shire as a whole to develop a Public Health Plan. This is a requirement under the Public Health Act 2016, whose objective is to protect, promote and improve the health and wellbeing of the public of Western Australia and to reduce the incidence of preventable illness, and for related purposes.
- Musa presented the objectives of the Public Health under the Act, which include Empowering and enabling people to live healthy lives, Providing health protection for the community and Improving Aboriginal health and wellbeing.

These minutes were confirmed by the Committee as a true and accurate record of the meeting

Signed: _____ Date: 30/03/2021

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Public health objectives		
Objective 1: Empowering and enabling people to live healthy lives	Objective 2: Providing health protection for the community	Objective 3: Improving Aboriginal health and wellbeing
Policy priorities	Policy priorities	Policy priorities
Healthy eating A more active WA Curbing the rise in overweight and obesity Making smoking history Reducing harmful alcohol use Reduce use of illicit drugs, misuse of pharmaceuticals and other drugs of concern Optimise mental health and wellbeing Prevent injuries and promote safer communities	Reduce exposure to environmental health risks Administer public health legislation Mitigate the impact of public health emergencies Support immunisation Prevention and control communicable diseases Promote oral health improvement	Promote culturally secure initiatives and services Enhance partnerships with the Aboriginal community Continue to develop and promote Aboriginal controlled services Ensure programs and services are accessible and equitable Promote Aboriginal health and wellbeing as core business for all stakeholders

(WA State Public Health Plan 2019-2024)

- The construction of recreation facilities is crucial for consideration regarding public health matters. The issue is that public health is not dependant on hospitals – there are other issues, and the public health plan should assist to address the problems.
- Different approach and different things need to be considered when development the Public Health Plan.

3.2 Examples of Local Government Business impacting Public Health

- Infrastructure and property services, including local roads, bridges, footpaths, drainage, waste collection and management
- Building services, including inspections, licensing, certification and enforcement
- Provision of recreation facilities and spaces, such as parks, natural reserves, trails, sports fields, swimming pools, sports centres, etc
- Planning and development approvals
- Environmental health services to prevent and control environmental health hazards, emissions, and communicable diseases
- Administration of facilities, such as cemeteries, child care, street parking etc.
- Community programs and events including your development
- Ranger and emergency services including animal control and fire management.

These minutes were confirmed by the Committee as a true and accurate record of the meeting

Signed: _____ Date: 30/03/2021

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3.3 Social determinants of health

The public health plan also needs to address the social determinants of health, which range from the demographic characteristics of a place, individual lifestyles, community norms, local economy, leisure activities, the built environment, the natural environment and global climate change.

3.4 Public Health Plan process

- Section 16(a), Division 2-Functions of Local Government, of the Public Health Act 2016 require local governments "to initiate, support and manage public health planning for its local government district".
- Public Health Plan must be approved by Council and the State Government.
- The development of the plan is a multi-agency tasks, involving health and allied health service providers and the community. The plan should be specific to the health needs of the people of Halls Creek.

3.5 Public Health Plan requirements

Public Health Plan requirements			
State public health plan	Identifies public health needs		Local public health plans
	Examines health status and health determinants		
	Establishes objectives and policy priorities for:		
	Promotion, improvement and protection of public health	Development and delivery of public health services	
	Identifies how the objectives and policy priorities are proposed to be achieved		
	Establishes a framework for identifying and responding to public health risks		
	Describes the formation of partnerships for undertaking public health initiatives, projects and programs to achieve the objectives and policy priorities		
	Ensures continuous review, replacement and reporting of the plan		

(WA Public Health Act Handbook for local governments)

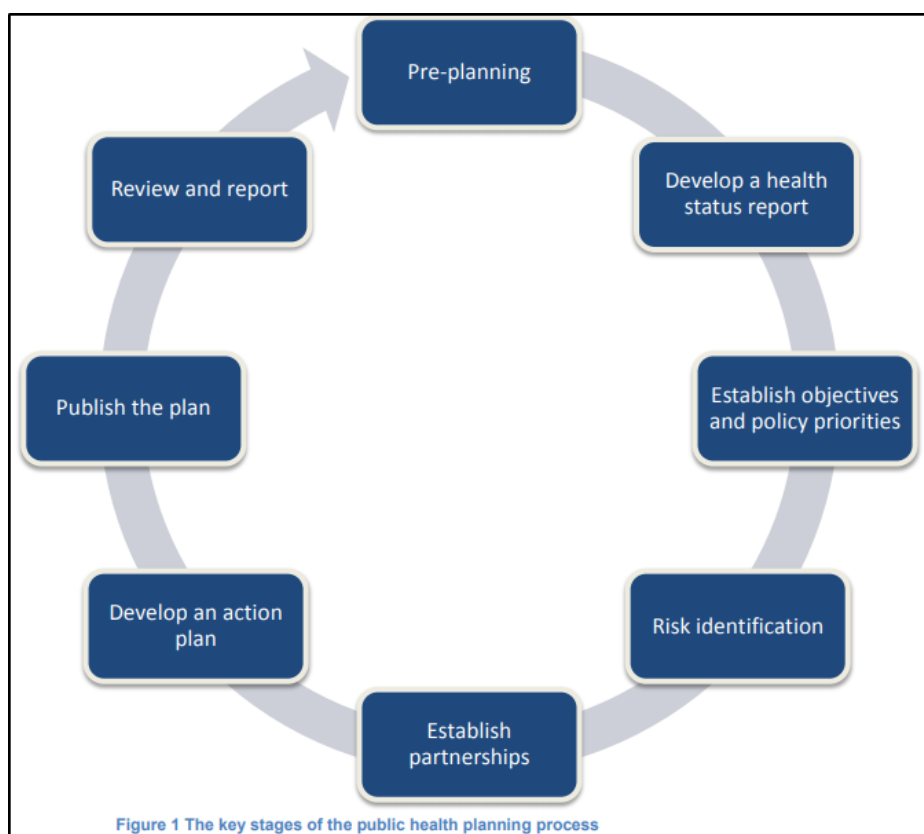
- Key thing is we need statistics from stakeholders in order to prioritise concerns. Element of community consultation needs to take place. What do they want to see in the plan? This information needs to be collected so the plan becomes the communities plan rather than a plan made by agencies.

These minutes were confirmed by the Committee as a true and accurate record of the meeting

Signed: _____ Date: 30/03/2021

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3.6 The Planning Process



(WA Public Health Planning Guide for local government 2018)

- It was pointed out that the planning process needed a small working group that can easily be coordinated. The group will be reporting to the Health Advisory Committee as they make progress.
- The Shire has nominated the Health Promotion Officer Dr Qamaram Munira to represent the Shire in the planning process.
- Yuri Yangi Aboriginal Medical Service nominated Ankita Chaudhary.
- It was agreed that Musa will write to the Halls Creek Hospital and other service providers and seek at least 2 more people to join the working group.
- Qamaram noted that the plan needs to be completed by the end of June 2021. Musa advised that if the plan is not completed it by June, then we will need to write to the Department advising them of the update to receive an extension.
- It is critical that those working on this can set aside the time to complete the work including data collection from the hospital, Yura Yungi, and the community in general.
- At different stages they will come back to this Committee to advise on their progress.
- Ankita suggested emailing out the information regarding the plan including the presentation? So that everyone understands what is involved and of they can be involved.

These minutes were confirmed by the Committee as a true and accurate record of the meeting

Signed: _____ Date: 30/03/2021

Presiding Officer
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- Musa will write to the other stakeholders advising what was discussed at this meeting and what is required and expected to see if we can get 2 other volunteers involved.
- Qamaram will be away until 19/04. Once returned, the working group can touch base 1 to 2 a twice a week.
- A date for the next meeting will be set once the working group needs to report progress to the committee.

4. Reports

No other organisations were present. Clarification on what needs to be reported on for future meetings.

5. Other Business

Nil.

6. Closure of meeting:

The Chairperson closed the meeting at 4.01pm.

7. Next Meeting:

To be advised.

Unconfirmed

These minutes were confirmed by the Committee as a true and accurate record of the meeting

Signed: _____ Date: 30/03/2021

Presiding Officer
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10. MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil.

11. NEW DECISIONS OF AN URGENT NATURE INTRODUCED BY DECISION OF THE MEETING

OFFICER RECOMMENDATION/COUNCIL RESOLUTION: 2021/040

PROCEDURAL MOTION

Moved: Cr Patricia McKay

Seconded: Cr Chris Loessl

THAT the following items:

11.1 Adoption – Code of Conduct – Council Members, Committee Members and Candidates; CEO Standards of Recruitment, Performance and Termination

11.2 Policy Review – A11 Procurement

11.3 Call for RFP – Approval of Selection Criteria and Procurements Plan Ringer Soak Basketball Courts

Are accepted as late items onto this agenda.

CARRIED 5/0

11.1 CODE OF CONDUCT - COUNCIL MEMBERS, COMMITTEE MEMBERS AND CANDIDATES; CEO STANDARDS OF RECRUITMENT, PERFORMANCE AND TERMINATION

ITEM NUMBER:	11.1
REPORTING OFFICER:	Noel Mason, Chief Executive Officer
SENIOR OFFICER	Noel Mason, Chief Executive Officer
MEETING DATE:	15 April 2021
DISCLOSURE OF INTEREST:	Nil

4.0 Matter for Consideration

Adoption of policy following legislative changes with regards to the model Code of Conduct - Council Members, Committee Members and Candidates and the CEO Standards of Recruitment, Performance and Termination.

5.0 Background

- 2.1 On 27 June 2019 the *Local Government Legislation Amendment Act 2019* was passed by Parliament.

The Amendment Act addresses the following key areas, within the *Local Government Act (1995)*:

- elected member training
- the treatment of gifts
- a new code of conduct
- changes to the Standards Panel
- best practice standards for CEO recruitment, performance review and early termination; and
- greater transparency through more information being made more easily accessible online.

The reforms that have already come into operation through new regulations include:

- a new gift framework
- universal training for council members
- online induction course for prospective local candidates
- changes to the Standards Panel; and
- greater transparency and easier access to information (partly in place).

On 3 February 2021, Regulations took effect implementing the remaining parts of the Amendment Act as follows:

- Model Code of Conduct (MCC) Council members, committee members and candidates,
- Model CEO Standards, and
- Employee Code of Conduct Regulations.

The Department of Local Government Sport and Cultural Industries (DLGSC) has acknowledged that the regulations will take time to operationalise with an expectation that local governments complete this within three months from the date the regulations took effect, by 3 May 2021.

In March 2021, it was recommended to adopt Shire created policy for the Code of Council whilst awaiting the arrival of a template code/policy relating to new Chief Executive Officer (CEO) Employment Standards from WALGA before adoption.

This information arrived on Friday 9th April 2021.

6.0 Comments

3.1 Model Code of Conduct;

The WALGA template model CoC replaces the individual Shire conduct codes and applies to all members and candidates.

The new MCC provides for a high-level process to deal with complaints to ensure a more consistent approach across the sector. The intent of the Code is to address behaviour through education rather than sanctions.

The CEO is required to provide a Code for employees and this has been done by review in March. At this point, following the template code from WALGA, no changes to the Employees Code are required.

The Shire has previously adopted policy in relation to Complaint Handling. This was amended for this Regulation change and was adopted in March 2021.

3.2 Form for Complaint Lodgement

The form of Complaint Lodgement that was adopted in March 2021, requires no change following the template information from WALGA.

3.3 Authorised person to receive complaints and withdrawals

The Shire adopted the Director of Corporate Services as the Complaints Officer under section 5.120 of the *Local Government Act 1995*, no change to this is required.

3.4 Actions required by 3 May 2021

- **Council adoption of the Model Code of Conduct:** Adoption of the WALGA template MCC is the final step in this process and must be passed by absolute majority. The adopted code must then be published on the Shire's official website. Completed with adoption resolution.
- **CEO standards for the recruitment, selection, performance review and termination:** The WALGA template standards that incorporate the model standards and meet the Regulation requirements will be acceptable for the Shire to adopt.

Both policy items are attached.

4.0 Statutory Environment

4.1 Local Government (Model Code of Conduct) Regulations 2021 Schedule 1 Model Code of Conduct Division 3 Behaviour

Clause 11 - Complaint about alleged breach

- (1) *A person may make a complaint, in accordance with subclause (2), alleging a breach of a requirement set out in this division.*
- (2) *A complaint must be made –*
 - (a) *in writing in the form approved by the local government; and*
 - (b) *to a person authorised under subclause (3); and*
 - (c) *within 1 month after with occurrence of the alleged breach.*
 - (d) *The local government must, in writing, authorise 1 or more persons to receive complaints and withdrawal of complaints.*

5.0 Strategic Implications

5.1 Objective:

4. Civic: Working together to strengthen leadership and effective governance.

5.2 Outcome:

Civic - 4.1 A local government that is respected and accountable

5.3 Strategy:

Civic - 4.1.1 Provide strong, effective and functional governance and leadership in the Shire

6.0 Policy Implications

- 6.1 The Model Code of Conduct requires a council members to comply with all policies, procedures and resolutions of the local government.

Existing Shire Policies of specific reference that are impacted by the Model Code of Conduct are:

- A2 Shire of Halls Creek - Customer Service Charter
- A6 Complaint Handling
- A8 Legal Advice, Representation & Cost Reimbursement
- G1 Council Members Induction
- G2 Council Members - Initiated Requests
- G3 Council Members - Training and Development
- G4 Council Members - Provision of Support for
- HR4 Chief Executive Officer - Performance Review
- HR5 Chief Executive Officer - Leave Applications and Other Approvals
- HR6 Acting Chief Executive Officer
- HR 9 Termination Payments - Severance payments (as they apply to CEO)

Policies of specific reference to the new CEO Standards and that will require review/amendment in April 20221 are:

- HR4 Chief Executive Officer - Performance Review
- HR5 Chief Executive Officer - Leave Applications and Other Approvals
- HR6 Acting Chief Executive Officer
- HR 9 Termination Payments - Severance payments (as they apply to CEO)

7.0 Financial Implications

- 7.1 Nil as a result of the Legislative change. If President chooses to appoint an external complaint handling resource in the future, or where external mediation may be required to resolve a complaint, additional financial implications would be incurred.

8.0 Sustainability Implications

- 8.1 Environmental
There are no significant identifiable environmental impacts arising from adoption of the officer's recommendation.
- 8.2 Economic
There are no significant identifiable economic impacts arising from adoption of the officer's recommendation.
- 8.3 Social
There are no significant identifiable social impacts arising from adoption of the officer's recommendation.

9.0 Risk

- 9.1 In adoption of the Code of Conduct - Council Members, Committee Members and Candidates and the CEO Standards of Recruitment, Performance and Termination; the Shire of Halls Creek will comply with legislative changes.

Having our policies and procedures established, allows the impact of this legislative change to be minimised and the adoption of Policy Manual and the APOG in 2019 has aided this transition to new legislation. Shire has now changed all existing policy - the matter is resolved.

This minimises risk going forward.

Table 9.1 Guide to quantifying risk

Event Likelihood / Impact Matrix			
Likelihood (refer Potential Risk Likelihood Guide)	Impact - Failure to recognise risk of not having adopted policy by 3 May as required by legislation/regulation now avoided. Risk that policy may not be to acceptable standard avoided by waiting or WALGA templates.		
	Minor	Medium	High
Low (unlikely)	(1)	2	3
Moderate (likely)	2	4	6
High (very likely)	3	6	9

Possible responses to the raw risk score vary depending on the level of risk (low, moderate or high). Possible actions are:

Table 9.2 Guide to quantifying risk

Risk	No foreseeable risk - following adoption
Low Risk	
a risk / activity with a score of 2 or less	manage by routine procedures
Moderate Risk	
a risk / activity with a score between 3 or 4 more is moderate risk	N/A
High Risk	
a risk activity with a score of 6 or more is a high risk	N/A
Risk Control Measure	Adopt legislative changes by the 3 rd May 2021 as required.

OFFICER RECOMMENDATION/COUNCIL RESOLUTION: 2021/041

Moved: Cr Patricia McKay

Seconded: Cr Chris Loessl

That:

- 1. Adopts the Shire of Halls Creek Model Code of Conduct for Council Members, Committee Members and Candidates;**
- 2. Adopts the Shire of Halls Creek policy Chief Executive Officer, Standards of Recruitment, Performance and Termination.**

**CARRIED 5/0
BY ABSOLUTE MAJORITY**

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A1B CODE OF CONDUCT FOR COUNCIL MEMBERS, COMMITTEE MEMBERS AND CANDIDATES

Administration

PREAMBLE: The *Model Code of Conduct Regulations 2021 (Regulations)* have been developed to give effect to the Amendment Act, and provide for:

- overarching principles to guide behaviour;
- behaviours and complaints which are managed by local governments; and
- rules of conduct, contraventions of which are considered by the independent Local Government Standards Panel (Standards Panel) where appropriate.

OBJECTIVE: This purpose of the Code of Conduct for Council Members, Committee Members and Candidates is to guide the decisions, actions and behaviours of members, both in Council and on Council Committees, and of candidates running for elections as a Council member.

Division 1 – Preliminary provisions

1. Citation

This is the *Shire of Halls Creek Code of Conduct for Council Members, Committee Members and Candidates*.

2. Terms used

(1) In this code —

Act means the Local Government Act 1995;

candidate means a candidate for election as a council member;

complaint means a complaint made under clause 11(1);

publish includes to publish on a social media platform.

(2) Other terms used in this code that are also used in the Act have the same meaning as they have in the Act, unless the contrary intention appears.

Division 2 – General principles

3. Overview of Division

This Division sets out general principles to guide the behaviour of council members, committee members and candidates.

4. Personal integrity

- (1) A council member, committee member or candidate should —
- (a) act with reasonable care and diligence; and
 - (b) act with honesty and integrity; and
 - (c) act lawfully; and



-
- (d) identify and appropriately manage any conflict of interest; and
 - (e) avoid damage to the reputation of the local government.
- (2) A council member or committee member should —
- (a) act in accordance with the trust placed in council members and committee members; and
 - (b) participate in decision making in an honest, fair, impartial and timely manner; and
 - (c) actively seek out and engage in training and development opportunities to improve the performance of their role; and
 - (d) attend and participate in briefings, workshops and training sessions provided or arranged by the local government in relation to the performance of their role.

5. Relationship with others

- (1) A council member, committee member or candidate should —
 - (a) treat others with respect, courtesy and fairness; and
 - (b) respect and value diversity in the community.
- (2) A council member or committee member should maintain and contribute to a harmonious, safe and productive work environment.

6. Accountability

A council member or committee member should —

- (a) base decisions on relevant and factually correct information; and
- (b) make decisions on merit, in the public interest and in accordance with statutory obligations and principles of good governance and procedural fairness; and
- (c) read all agenda papers given to them in relation to council or committee meetings; and
- (d) be open and accountable to, and represent, the community in the district.

Division 3 — Behaviour

7. Overview of Division

This Division sets out —

- (a) requirements relating to the behaviour of council members, committee members and candidates; and
- (b) the mechanism for dealing with alleged breaches of those requirements.

8. Personal integrity

- (1) A council member, committee member or candidate —
 - (a) must ensure that their use of social media and other forms of



communication complies with this code; and

(b) must only publish material that is factually correct.

(2) A council member or committee member —

(a) must not be impaired by alcohol or drugs in the performance of their official duties; and

(b) must comply with all policies, procedures and resolutions of the local government.

9. Relationship with others

A council member, committee member or candidate —

(a) must not bully or harass another person in any way; and

(b) must deal with the media in a positive and appropriate manner and in accordance with any relevant policy of the local government; and

(c) must not use offensive or derogatory language when referring to another person; and

(d) must not disparage the character of another council member, committee member or candidate or a local government employee in connection with the performance of their official duties; and

(e) must not impute dishonest or unethical motives to another council member, committee member or candidate or a local government employee in connection with the performance of their official duties.

10. Council or committee meetings

When attending a council or committee meeting, a council member, committee member or candidate —

(a) must not act in an abusive or threatening manner towards another person; and

(b) must not make a statement that the member or candidate knows, or could reasonably be expected to know, is false or misleading; and

(c) must not repeatedly disrupt the meeting; and

(d) must comply with any requirements of a local law of the local government relating to the procedures and conduct of council or committee meetings; and

(e) must comply with any direction given by the person presiding at the meeting; and

(f) must immediately cease to engage in any conduct that has been ruled out of order by the person presiding at the meeting.

11. Complaint about alleged breach

(1) A person may make a complaint, in accordance with subclause (2), alleging a breach of a requirement set out in this Division.

(2) A complaint must be made —

(a) in writing in the form approved by the local government; and



-
- (b) to a person authorised under subclause (3); and
 - (c) within 1 month after the occurrence of the alleged breach.
 - (3) The local government must, in writing, authorise 1 or more persons to receive complaints and withdrawals of complaints.

12. Dealing with complaint

- (1) After considering a complaint, the local government must, unless it dismisses the complaint under clause 13 or the complaint is withdrawn under clause 14(1), make a finding as to whether the alleged breach the subject of the complaint has occurred.
- (2) Before making a finding in relation to the complaint, the local government must give the person to whom the complaint relates a reasonable opportunity to be heard.
- (3) A finding that the alleged breach has occurred must be based on evidence from which it may be concluded that it is more likely that the breach occurred than that it did not occur.
- (4) If the local government makes a finding that the alleged breach has occurred, the local government may —
 - (a) take no further action; or
 - (b) prepare and implement a plan to address the behaviour of the person to whom the complaint relates.
- (5) When preparing a plan under subclause (4)(b), the local government must consult with the person to whom the complaint relates.
- (6) A plan under subclause (4)(b) may include a requirement for the person to whom the complaint relates to do 1 or more of the following —
 - (a) engage in mediation;
 - (b) undertake counselling;
 - (c) undertake training;
 - (d) take other action the local government considers appropriate.
- (7) If the local government makes a finding in relation to the complaint, the local government must give the complainant, and the person to whom the complaint relates, written notice of —
 - (a) its finding and the reasons for its finding; and
 - (b) if its finding is that the alleged breach has occurred — its decision under subclause (4).

13. Dismissal of complaint

- (1) The local government must dismiss a complaint if it is satisfied that —
 - (a) the behaviour to which the complaint relates occurred at a council or committee meeting; and
 - (b) either —
 - (i) the behaviour was dealt with by the person presiding at the meeting; or



-
- (ii) the person responsible for the behaviour has taken remedial action in accordance with a local law of the local government that deals with meeting procedures.
 - (2) If the local government dismisses a complaint, the local government must give the complainant, and the person to whom the complaint relates, written notice of its decision and the reasons for its decision.

14. Withdrawal of complaint

- (1) A complainant may withdraw their complaint at any time before the local government makes a finding in relation to the complaint.
- (2) The withdrawal of a complaint must be —
 - (a) in writing; and
 - (b) given to a person authorised under clause 11(3).

15. Other provisions about complaints

- (1) A complaint about an alleged breach by a candidate cannot be dealt with by the local government unless the candidate has been elected as a council member.
- (2) The procedure for dealing with complaints may be determined by the local government to the extent that it is not provided for in this Division.

Division 4 — Rules of conduct

Notes for this Division:

- 1. *Under section 5.105(1) of the Act a council member commits a minor breach if the council member contravenes a rule of conduct. This extends to the contravention of a rule of conduct that occurred when the council member was a candidate.*
- 2. *A minor breach is dealt with by a standards panel under section 5.110 of the Act.*

16. Overview of Division

- (1) This Division sets out rules of conduct for council members and candidates.
- (2) A reference in this Division to a council member includes a council member when acting as a committee member.

17. Misuse of local government resources

- (1) In this clause —
electoral purpose means the purpose of persuading electors to vote in a particular way at an election, referendum or other poll held under the Act, the *Electoral Act 1907* or the *Commonwealth Electoral Act 1918*;
resources of a local government includes —



-
- (a) local government property; and
 - (b) services provided, or paid for, by a local government.
 - (2) A council member must not, directly or indirectly, use the resources of a local government for an electoral purpose or other purpose unless authorised under the Act, or by the local government or the CEO, to use the resources for that purpose.

18. Securing personal advantage or disadvantaging others

- (1) A council member must not make improper use of their office —
 - (a) to gain, directly or indirectly, an advantage for the council member or any other person; or
 - (b) to cause detriment to the local government or any other person.
- (2) Subclause (1) does not apply to conduct that contravenes section 5.93 of the Act or *The Criminal Code* section 83.

19. Prohibition against involvement in administration

- (1) A council member must not undertake a task that contributes to the administration of the local government unless authorised by the local government or the CEO to undertake that task.
- (2) Subclause (1) does not apply to anything that a council member does as part of the deliberations at a council or committee meeting.

20. Relationship with local government employees

- (1) In this clause —

local government employee means a person —

- (a) employed by a local government under section 5.36(1) of the Act; or
 - (b) engaged by a local government under a contract for services.
- (2) A council member or candidate must not —
 - (a) direct or attempt to direct a local government employee to do or not to do anything in their capacity as a local government employee; or
 - (b) attempt to influence, by means of a threat or the promise of a reward, the conduct of a local government employee in their capacity as a local government employee; or
 - (c) act in an abusive or threatening manner towards a local government employee.
- (3) Subclause (2)(a) does not apply to anything that a council member does as part of the deliberations at a council or committee meeting.
- (4) If a council member or candidate, in their capacity as a council member or candidate, is attending a council or committee meeting or other organised event (for example, a briefing or workshop), the council member or candidate must not orally, in writing or by any other means —
 - (a) make a statement that a local government employee is incompetent or dishonest; or
 - (b) use an offensive or objectionable expression when referring to a local

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government employee.

- (5) Subclause (4)(a) does not apply to conduct that is unlawful under *The Criminal Code* Chapter XXXV.

21. Disclosure of information

- (1) In this clause —

closed meeting means a council or committee meeting, or a part of a council or committee meeting, that is closed to members of the public under section 5.23(2) of the Act;

confidential document means a document marked by the CEO, or by a person authorised by the CEO, to clearly show that the information in the document is not to be disclosed;

document includes a part of a document;

non confidential document means a document that is not a confidential document.

- (2) A council member must not disclose information that the council member —
- (a) derived from a confidential document; or
 - (b) acquired at a closed meeting other than information derived from a non confidential document.
- (3) Subclause (2) does not prevent a council member from disclosing information —
- (a) at a closed meeting; or
 - (b) to the extent specified by the council and subject to such other conditions as the council determines; or
 - (c) that is already in the public domain; or
 - (d) to an officer of the Department; or
 - (e) to the Minister; or
 - (f) to a legal practitioner for the purpose of obtaining legal advice; or
 - (g) if the disclosure is required or permitted by law.

22. Disclosure of interests

- (1) In this clause —

interest —

- (a) means an interest that could, or could reasonably be perceived to, adversely affect the impartiality of the person having the interest; and
 - (b) includes an interest arising from kinship, friendship or membership of an association.
- (2) A council member who has an interest in any matter to be discussed at a council or committee meeting attended by the council member must disclose the nature of the interest —
- (a) in a written notice given to the CEO before the meeting; or
 - (b) at the meeting immediately before the matter is discussed.



-
- (3) Subclause (2) does not apply to an interest referred to in section 5.60 of the Act.
 - (4) Subclause (2) does not apply if a council member fails to disclose an interest because the council member did not know —
 - (a) that they had an interest in the matter; or
 - (b) that the matter in which they had an interest would be discussed at the meeting and the council member disclosed the interest as soon as possible after the discussion began.
 - (5) If, under subclause (2)(a), a council member discloses an interest in a written notice given to the CEO before a meeting, then —
 - (a) before the meeting the CEO must cause the notice to be given to the person who is to preside at the meeting; and
 - (b) at the meeting the person presiding must bring the notice and its contents to the attention of the persons present immediately before any matter to which the disclosure relates is discussed.
 - (6) Subclause (7) applies in relation to an interest if —
 - (a) under subclause (2)(b) or (4)(b) the interest is disclosed at a meeting; or
 - (b) under subclause (5)(b) notice of the interest is brought to the attention of the persons present at a meeting.

23. Compliance with plan requirement

If a plan under clause 12(4)(b) in relation to a council member includes a requirement referred to in clause 12(6), the council member must comply with the requirement.

DELEGATION: Nil

HEAD OF POWER: *Model Code of Conduct Regulations 2021 (Regulations*

Policy Number	
Policy Section	Administration
Responsible Department	Corporate Services
Adoption Resolution Number	
Adoption Date	
Review Date & Resolution	17 June 2022



HR4A STANDARDS FOR CEO RECRUITMENT, PERFORMANCE AND TERMINATION

Administration

PREAMBLE: This Policy is adopted in accordance with section 5.39B of the *Local Government Act 1995*.

OBJECTIVE: The Shire of Halls Creek, Standards for CEO Recruitment, Performance and Termination policy provides standardise guidelines in relation to the recruitment, performance review and termination of the Chief Executive Officer.

Division 1 — Preliminary provisions

1. Citation

These are the *Shire of Halls Creek* Standards for CEO Recruitment, Performance and Termination.

2. Terms used

(1) In these standards —

Act means the Local Government Act 1995;

additional performance criteria means performance criteria agreed by the local government and the CEO under clause 16(1)(b);

applicant means a person who submits an application to the local government for the position of CEO;

contract of employment means the written contract, as referred to in section 5.39 of the Act, that governs the employment of the CEO;

contractual performance criteria means the performance criteria specified in the CEO's contract of employment as referred to in section 5.39(3)(b) of the Act;

job description form means the job description form for the position of CEO approved by the local government under clause 5(2);

local government means the *Shire of Halls Creek*;

selection criteria means the selection criteria for the position of CEO determined by the local government under clause 5(1) and set out in the job description form;

selection panel means the selection panel established by the local government under clause 8 for the employment of a person in the position of CEO.

(2) Other terms used in these standards that are also used in the Act have the same meaning as they have in the Act, unless the contrary intention appears.

Division 2 — Standards for recruitment of CEOs

3. Overview of Division

This Division sets out standards to be observed by the local government in relation to the recruitment of CEOs.



4. Application of Division

- (1) Except as provided in subclause (2), this Division applies to any recruitment and selection process carried out by the local government for the employment of a person in the position of CEO.
- (2) This Division does not apply —
 - (a) if it is proposed that the position of CEO be filled by a person in a class prescribed for the purposes of section 5.36(5A) of the Act; or
 - (b) in relation to a renewal of the CEO's contract of employment, except in the circumstances referred to in clause 13(2).

5. Determination of selection criteria and approval of job description form

- (1) The local government must determine the selection criteria for the position of CEO, based on the local government's consideration of the knowledge, experience, qualifications and skills necessary to effectively perform the duties and responsibilities of the position of CEO of the local government.
- (2) The local government must, by resolution of an absolute majority of the council, approve a job description form for the position of CEO which sets out —
 - (a) the duties and responsibilities of the position; and
 - (b) the selection criteria for the position determined in accordance with subclause (1).

6. Advertising requirements

- (1) If the position of CEO is vacant, the local government must ensure it complies with section 5.36(4) of the Act and the *Local Government (Administration) Regulations 1996* regulation 18A.
- (2) If clause 13 applies, the local government must advertise the position of CEO in the manner referred to in the *Local Government (Administration) Regulations 1996* regulation 18A as if the position was vacant.

7. Job description form to be made available by local government

If a person requests the local government to provide to the person a copy of the job description form, the local government must —

- (a) inform the person of the website address referred to in the *Local Government (Administration) Regulations 1996* regulation 18A(2)(da); or
- (b) if the person advises the local government that the person is unable to access that website address —
 - (i) email a copy of the job description form to an email address provided by the person; or
 - (ii) mail a copy of the job description form to a postal address provided by the person.



8. Establishment

of selection panel for employment of CEO

(1) In this clause —

independent person means a person other than any of the following —

- (a) a council member;
 - (b) an employee of the local government;
 - (c) a human resources consultant engaged by the local government.
- (2) The local government must establish a selection panel to conduct the recruitment and selection process for the employment of a person in the position of CEO.
- (3) The selection panel must comprise —
- (a) council members (the number of which must be determined by the local government); and
 - (b) at least 1 independent person.

9. Recommendation by selection panel

- (1) Each applicant's knowledge, experience, qualifications and skills must be assessed against the selection criteria by or on behalf of the selection panel.
- (2) Following the assessment referred to in subclause (1), the selection panel must provide to the local government —
 - (a) a summary of the selection panel's assessment of each applicant; and
 - (b) unless subclause (3) applies, the selection panel's recommendation as to which applicant or applicants are suitable to be employed in the position of CEO.
- (3) If the selection panel considers that none of the applicants are suitable to be employed in the position of CEO, the selection panel must recommend to the local government —
 - (a) that a new recruitment and selection process for the position be carried out in accordance with these standards; and
 - (b) the changes (if any) that the selection panel considers should be made to the duties and responsibilities of the position or the selection criteria.
- (4) The selection panel must act under subclauses (1), (2) and (3) —
 - (a) in an impartial and transparent manner; and
 - (b) in accordance with the principles set out in section 5.40 of the Act.
- (5) The selection panel must not recommend an applicant to the local government under subclause (2)(b) unless the selection panel has —
 - (a) assessed the applicant as having demonstrated that the applicant's knowledge, experience, qualifications and skills meet the selection criteria; and
 - (b) verified any academic, or other tertiary level, qualifications the applicant claims to hold; and



-
- (c) whether by contacting referees provided by the applicant or making any other inquiries the selection panel considers appropriate, verified the applicant's character, work history, skills, performance and any other claims made by the applicant.
 - (6) The local government must have regard to, but is not bound to accept, a recommendation made by the selection panel under this clause.

10. Application of cl. 5 where new process carried out

- (1) This clause applies if the local government accepts a recommendation by the selection panel under clause 9(3)(a) that a new recruitment and selection process for the position of CEO be carried out in accordance with these standards.
- (2) Unless the local government considers that changes should be made to the duties and responsibilities of the position or the selection criteria —
 - (a) clause 5 does not apply to the new recruitment and selection process; and
 - (b) the job description form previously approved by the local government under clause 5(2) is the job description form for the purposes of the new recruitment and selection process.

11. Offer of employment in position of CEO

Before making an applicant an offer of employment in the position of CEO, the local government must, by resolution of an absolute majority of the council, approve —

- (a) the making of the offer of employment to the applicant; and
- (b) the proposed terms of the contract of employment to be entered into by the local government and the applicant.

12. Variations to proposed terms of contract of employment

- (1) This clause applies if an applicant who is made an offer of employment in the position of CEO under clause 11 negotiates with the local government a contract of employment (the negotiated contract) containing terms different to the proposed terms approved by the local government under clause 11(b).
- (2) Before entering into the negotiated contract with the applicant, the local government must, by resolution of an absolute majority of the council, approve the terms of the negotiated contract.

13. Recruitment to be undertaken on expiry of certain CEO contracts

- (1) In this clause —
commencement day means the day on which the *Local Government (Administration) Amendment Regulations 2021* regulation 6 comes into operation.
- (2) This clause applies if —
 - (a) upon the expiry of the contract of employment of the person (the incumbent CEO) who holds the position of CEO —
 - (i) the incumbent CEO will have held the position for a period of 10 or



more consecutive years, whether that period commenced before, on or after commencement day; and

- (ii) a period of 10 or more consecutive years has elapsed since a recruitment and selection process for the position was carried out, whether that process was carried out before, on or after commencement day;

and

- (b) the incumbent CEO has notified the local government that they wish to have their contract of employment renewed upon its expiry.
- (3) Before the expiry of the incumbent CEO's contract of employment, the local government must carry out a recruitment and selection process in accordance with these standards to select a person to be employed in the position of CEO after the expiry of the incumbent CEO's contract of employment.
- (4) This clause does not prevent the incumbent CEO's contract of employment from being renewed upon its expiry if the incumbent CEO is selected in the recruitment and selection process referred to in subclause (3) to be employed in the position of CEO.

14. Confidentiality of information

The local government must ensure that information provided to, or obtained by, the local government in the course of a recruitment and selection process for the position of CEO is not disclosed, or made use of, except for the purpose of, or in connection with, that recruitment and selection process.

Division 3 – Standards for review of performance of CEOs

15. Overview of Division

This Division sets out standards to be observed by the local government in relation to the review of the performance of CEOs.

16. Performance review process to be agreed between local government and CEO

- (1) The local government and the CEO must agree on —
 - (a) the process by which the CEO's performance will be reviewed; and
 - (b) any performance criteria to be met by the CEO that are in addition to the contractual performance criteria.
- (2) Without limiting subclause (1), the process agreed under subclause (1)(a) must be consistent with clauses 17, 18 and 19.
- (3) The matters referred to in subclause (1) must be set out in a written document.

17. Carrying out a performance review

- (1) A review of the performance of the CEO by the local government must be carried out in an impartial and transparent manner.
- (2) The local government must —
 - (a) collect evidence regarding the CEO's performance in respect of the

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contractual performance criteria and any additional performance criteria in a thorough and comprehensive manner; and

- (b) review the CEO's performance against the contractual performance criteria and any additional performance criteria, based on that evidence.

18. Endorsement of performance review by local government

Following a review of the performance of the CEO, the local government must, by resolution of an absolute majority of the council, endorse the review.

19. CEO to be notified of results of performance review

After the local government has endorsed a review of the performance of the CEO under clause 18, the local government must inform the CEO in writing of —

- (a) the results of the review; and
- (b) if the review identifies any issues about the performance of the CEO — how the local government proposes to address and manage those issues.

Division 4 — Standards for termination of employment of CEOs

20. Overview of Division

This Division sets out standards to be observed by the local government in relation to the termination of the employment of CEOs.

21. General principles applying to any termination

- (1) The local government must make decisions relating to the termination of the employment of a CEO in an impartial and transparent manner.
- (2) The local government must accord a CEO procedural fairness in relation to the process for the termination of the CEO's employment, including —
 - (a) informing the CEO of the CEO's rights, entitlements and responsibilities in relation to the termination process; and
 - (b) notifying the CEO of any allegations against the CEO; and
 - (c) giving the CEO a reasonable opportunity to respond to the allegations; and
 - (d) genuinely considering any response given by the CEO in response to the allegations.

22. Additional principles applying to termination for performance related reasons

- (1) This clause applies if the local government proposes to terminate the employment of a CEO for reasons related to the CEO's performance.
- (2) The local government must not terminate the CEO's employment unless the local government has —
 - (a) in the course of carrying out the review of the CEO's performance

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referred to in subclause (3) or any other review of the CEO's performance, identified any issues (the performance issues) related to the performance of the CEO; and

- (b) informed the CEO of the performance issues; and
 - (c) given the CEO a reasonable opportunity to address, and implement a plan to remedy, the performance issues; and
 - (d) determined that the CEO has not remedied the performance issues to the satisfaction of the local government.
- (3) The local government must not terminate the CEO's employment unless the local government has, within the preceding 12 month period, reviewed the performance of the CEO under section 5.38(1) of the Act.

23. Decision to terminate

Any decision by the local government to terminate the employment of a CEO must be made by resolution of an absolute majority of the council.

24. Notice of termination of employment

- (1) If the local government terminates the employment of a CEO, the local government must give the CEO notice in writing of the termination.
- (2) The notice must set out the local government's reasons for terminating the employment of the CEO.

DELEGATION: Nil

HEAD OF POWER: *Local Government Act 1995*

Policy Number	
Policy Section	Administration
Responsible Department	Corporate Services
Adoption Resolution Number	
Adoption Date	
Review Date & Resolution	17 June 2022

11.2 POLICY REVIEW - A11 PROCUREMENT POLICY

ITEM NUMBER:	11.2
REPORTING OFFICER:	Noel Mason, Chief Executive Officer
SENIOR OFFICER	Noel Mason, Chief Executive Officer
MEETING DATE:	15 April 2021
DISCLOSURE OF INTEREST:	Nil

1.0 Matter for Consideration

- 1.1 Adoption of amended Policy - A11 Procurement of Goods and Services following review.

2.0 Background

- 2.1 Following the Dept. Local Government and Communities Implementation Action Plan (IAP), the Shire adopted a fresh set of policies in May 2019.
- 2.2 This would be the third time that this particular Policy has been reviewed, it is amended and adjusted when procurement changes are required.

3.0 Comments

- 3.1 The creation of Policy sits in the realm of Councillors and Council. The objectives of the Council's Policy Manual are:
- a) to provide Council with a formal written record of all policy decisions;
 - b) to provide employees with precise direction in how to act in accordance with Council's wishes;
 - c) to enable employees to act promptly in accordance with Council's requirements, but without reference to Council, in the case of delegated actions;
 - d) to allow Councillors to be knowledgeable in how the Administration will act in relation to policy matters;
 - e) to enable a record of Council policy decisions and to ensure they are in keeping with community expectations, current trends and circumstances; and
 - f) to enable ratepayers to obtain immediate advice on matters of Council Policy.
- 3.2 Use of the Procurement Policy has identified a gap when procurement relates to the Expression of Interest (EOI) and Request for Proposal processes. The Policy has been expanded to accommodate the topic of EOI and RFP, which are processes mostly associated with tender situations - but where the Shire is unsure of exactly what it requires. In these cases the suppliers provide much of the input to allow the Shire to determine the best fit - best value procurement.

- 3.3 The proposed inclusion is:

Expression of Interest (EOI) or Request for Proposal (RFP)

The Shire has options where the procurement requires suppliers to put forward their view on how the procurement can proceed, what form it should take and what design, style, materials and processes are to be used. This is particularly relevant where the exact needs of the Shire cannot be defined in a procurement plan, or where the Shire is seeking design and construct options, and can be either as Architect or builder only or architect/builder plus construction supervision agreements.

In these cases above \$75,000, procurement will require a Procurement Plan in accordance with procurement thresholds, and suppliers will be requested to provide an expression of interest (EOI) or request for a proposal (RFP) or a combination of both, in an aim to get the best aligned procurement outcome for the Shire procurement.

Both the EOI and RFP options are designed to require suppliers to provide their views on how the procurement can best be provided, within a range of outcome expectations and parameters. It is aimed to allow supplier input, therefore is a process normally supported by pre tender alerts or discussions, site inspections, and presentations as part of the EOI/RFP/tender process.

Ultimately, the process requires a decision to be taken by the Shire on the "best value" outcome for the Shire.

- 3.5 The Policy Manual is again under review and will be available for update at the OMC June 2021.

4.0 Statutory Environment

4.1 Local Government Act 1995

Section 2.7(2) Provides that Council is to oversee the allocation of local government finances and resources and to determine the local government policies.

Section 3.1 – Provides that the general function of the local government is to provide for the good government of persons in its district.

5.0 Strategic Implications

Objective:

4. Civic: Working together to strengthen leadership and effective governance.

Outcome:

Civic - 4.9 Capacity for effective governance is established, maintained and enhanced

Strategy:

Civic - 4.1.1 Provide strong, effective and functional governance and leadership in the Shire

Strategy:

Civic - 4.1.2 Consistent and impartial application of Council policies and provision of services

Strategy:

Civic - 4.1.3 Council decisions are consistent, reliable and transparent Strategy:

Civic - 4.1.1 Provide strong, effective and functional governance and leadership in the Shire

6.0 Policy Implications

6.1 As per this report.

7.0 Financial Implications

7.1 Nil.

8.0 Sustainability Implications

8.1 Environmental

There are no significant identifiable environmental impacts arising from adoption of the officer's recommendation.

8.2 Economic

There are no significant identifiable economic impacts arising from adoption of the officer's recommendation.

8.3 Social

There are no significant identifiable social impacts arising from adoption of the officer's recommendation.

8.4 Risk

There is no specific risk associated with the adoption of this report.

Each Policy item bring to Council a degree of risk, though the overall impact of Policy is as an attempt to minimise risks to the organisation.

9.0 Risk

Table 9.1 Guide to quantifying risk

There is a risk that without reference to the EOI and RFP methodology of procurement in the Shire's Policy, there is the possibility the Auditors would question the tender process that will include, suppliers proposing what the end product will look like. The procurement requires a Procurement Plan and the calling of tenders, yet the supplier is required to present what they would recommend for Shire choice. With the Policy amended to include EOI/RFP processes - it is anticipated the risk is averted.

Event Likelihood / Impact Matrix			
Likelihood (refer Potential Risk Likelihood Guide)	Impact In adopting the policy changes - procurement for the Ringer Soak Basketball Courts can proceed as an RFP. Shire does not currently have clauses under A11 to accommodate the EOI/RFP style of procurement.		
	Minor	Medium	High
Low (unlikely)	(1)	2	3
Moderate (likely)	2	4	6
High (very likely)	3	6	9

Possible responses to the raw risk score vary depending on the level of risk (low, moderate or high). Possible actions are:

Table 9.2 Guide to quantifying risk

Risk	Minor - when Policy changes are adopted.
Low Risk	
a risk / activity with a score of 2 or less	manage by routine procedures
Moderate Risk	
a risk / activity with a score between 3 or 4 more is moderate risk	N/A
High Risk	
a risk activity with a score of 6 or more is a high risk	Choose an item.
Risk Control Measure	Amend Policy A11 to accommodate procurement by EOIR/RFP.

This section left blank intentionally

OFFICER RECOMMENDATION/COUNCIL RESOLUTION: 2021/042

Moved: Cr Chris Loessl

Seconded: Cr Virginia O'Neil

That:

- 1. The Shire of Halls Creek adopt the following change by inclusion to Policy A11 Procurement of Goods and Services;**

Expression of Interest (EOI) or Request for Proposal (RFP)

The Shire has options where the procurement requires suppliers to put forward their view on how the procurement can proceed, what form it should take and what design, style, materials and processes are to be used. This is particularly relevant where the exact needs of the Shire cannot be defined in a procurement plan, or where the Shire is seeking design and construct options, and can be either as Architect or builder only or architect/builder plus construction supervision agreements.

In these cases above \$75,000, procurement will require a Procurement Plan in accordance with procurement thresholds, and suppliers will be requested to provide an expression of interest (EOI) or request for a proposal (RFP) or a combination of both, in an aim to get the best aligned procurement outcome for the Shire procurement.

Both the EOI and RFP options are designed to require suppliers to provide their views on how the procurement can best be provided, within a range of outcome expectations and parameters. It is aimed to allow supplier input, therefore is a process normally supported by pre tender alerts or discussions, site inspections, and presentations as part of the EOI/RFP/tender process.

Ultimately, the process requires a decision to be taken by the Shire on the "best value" outcome for the Shire.

CARRIED: 5/0

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A11 PROCUREMENT OF GOODS AND SERVICES

Administration

PREAMBLE: The Local Government Act (Functions and General Regulations) 1995 require the Shire of Halls Creek to have a procurement policy to manage the expenditure of public funds. Changes to the LG Act 1995 and Regulations have seen the procurement practice change over time as the Shire applies the law and refines its processes. This policy steps away from previous policy frameworks in an attempt to make the process easier to follow, understand and apply whilst maintaining the structure of legal requirements.

OBJECTIVE:

To provide compliance with the Local Government Act 1995 and the Local Government Act (Functions and General) Regulations 1996 (as amended in March 2007).

To deliver a best practice approach to internal procurement for the Shire of Halls Creek.

To ensure maximum “value for money” and consistency of procedure for all procurement activities that integrates within all the Shire of Halls Creeks operational areas.

POLICY:

Purpose

The Shire of Halls Creek is committed to setting up efficient, effective, economical and sustainable procedures in all procurement activities. This policy:

- Provides the Shire of Halls Creek with a more effective way of purchasing goods and services.
- Ensures that purchasing transactions are carried out in a fair and equitable manner by staff with the Delegated Authority to purchase goods on the Shire’s behalf.
- Strengthens integrity and confidence in the purchasing system.
- Ensures that the Shire of Halls Creek receives value for money in its purchasing.
- Ensures that the Shire of Halls Creek considers the environmental impact, regional price preference and indigenous content of the procurement process across the life cycle of goods and services.
- Ensures the Shire of Halls Creek is compliant with all regulatory obligations.
- Promotes effective governance and definition of roles and responsibilities.
- Uphold respect from the public and industry for the Shire of Halls Creek’s purchasing practices that withstand probity.

Ethics & integrity

All officers and employees of the Shire of Halls Creek shall observe the highest standards of ethics and integrity in undertaking purchasing activity and act in an honest and professional manner.



The following principles, standards and behaviours must be observed and enforced through all stages of the procurement process to ensure the fair and equitable treatment of all parties:

- full accountability shall be taken for all purchasing decisions and the efficient, effective and proper expenditure of public monies based on achieving value for money;
- all purchasing practices shall comply with relevant legislation, regulations, and requirements consistent with the Shire of Halls Creek's policies and code of conduct;
- purchasing is to be undertaken on a competitive basis in which all potential suppliers are treated impartially, honestly and consistently;
- all processes, evaluations and decisions shall be transparent, free from bias and fully documented in accordance with applicable policies and audit requirements;
- any actual or perceived conflicts of interest are to be identified, disclosed and appropriately managed; and
- any information provided to the Shire of Halls Creek by a supplier shall be treated as commercial-in-confidence and should not be released unless authorised by the supplier or relevant legislation.

Value for money

Value for money is an overarching principle governing procurement that allows the best possible outcome to be achieved for the Shire of Halls Creek. It is important to note that compliance with the specification is more important than obtaining the lowest price, particularly taking into account user requirements, quality standards, sustainability, life cycle costing, and service benchmarks.

An assessment of the best value for money outcome for any procurement should consider:

- all relevant whole-of-life costs and benefits whole of life cycle costs (for goods) and whole of contract life costs (for services) including transaction costs associated with acquisition, delivery, distribution, as well as other costs such as but not limited to holding costs, consumables, deployment, maintenance and disposal.
- the technical merits of the goods or services being offered in terms of compliance with specifications, contractual terms and conditions and any relevant methods of assuring quality;
- financial viability and capacity to supply without risk of default. (Competency of the prospective suppliers in terms of managerial and technical capabilities and compliance history); and
- a strong element of competition in the allocation of orders or the awarding of contracts. This is achieved by obtaining a sufficient number of competitive quotations wherever practicable.

Where a higher priced conforming offer is recommended, there should be clear and demonstrable benefits over and above the lowest total priced, conforming offer.

Sustainable procurement

Sustainable procurement is defined as the procurement of goods and services that have less environmental and social impacts than competing products and services.



The Shire of Halls Creek is committed to sustainable procurement and where appropriate shall endeavour to design requests for quotations and tenders in a manner to provide an advantage to goods, services and / or processes that minimise environmental and negative social impacts. Sustainable considerations must be balanced against value for money outcomes in accordance with the Shire of Halls Creek sustainability objectives.

Practically, sustainable procurement means the Shire of Halls Creek will endeavour at all times to identify and procure products and services that:

- have been determined as necessary;
- demonstrate environmental best practice in energy efficiency / and or consumption which can be demonstrated through suitable rating systems and eco-labelling;
- demonstrate environmental best practice in water efficiency;
- are environmentally sound in manufacture, use, and disposal with a specific preference for products made using the minimum amount of raw materials from a sustainable resource, that are free of toxic or polluting materials and that consume minimal energy during the production stage;
- products that can be refurbished, reused, recycled or reclaimed shall be given priority, and those that are designed for ease of recycling, re-manufacture or otherwise to minimise waste;
- for motor vehicles - select vehicles fit for purpose featuring the highest fuel efficiency available, based on vehicle type and within the designated price range; and
- for new buildings and refurbishments - where available use renewable energy and technologies.

Indigenous Content

Indigenous content is defined as the procurement of goods and services from predominantly owned and operated indigenous businesses or corporations as opposed to competing products and services from mainstream organisations.

The Shire of Halls Creek is committed to procurement from indigenous corporations where value for money procurement and regional price preference can be applied to their offerings and shall endeavour to design quotations and tenders to provide an advantage to goods, services and / or processes that maximise indigenous content or the opportunity for indigenous business and corporations to compete.

Regional Price Preference Policy

To encourage Shire of Halls Creek businesses, companies and suppliers to compete for Shire business a Regional Price Preference Policy (Refer Policy A15) applies. This must be considered under all procurement processes under this policy.

Purchasing thresholds

The purchasing thresholds outlined in this section apply to all purchases by the Shire of Halls Creek unless the purchase is made by a Request for Tender. The threshold values should also be used by officers undertaking discretionary purchases directly from either from WALGA Preferred Supplier Panel/ Agreements and Common Use Arrangement, meaning if the threshold requires 3 quotes, then 3 Panel quotes must be obtained and assessed.



This requirement also applies to goods or services with a contract value exceeding the \$250,000 tender threshold (amended 2020 – COVID changes) purchased from a Panel or goods that are exempt from a Public Tender under the provisions of the Local Government (Functions and General) Regulations 1996.

The purchasing threshold total is the value of goods, supplies or work excluding GST, and in relation to contracts, the value of the contract over the full contract period or a 3 year cycle (including options to extend) where it is, or is expected to be:-

Amount of Purchase (excluding GST)	Policy
Up to \$5,000	Direct purchase from a supplier using a Purchase Order or Corporate Credit Card issued by the Shire; or Obtain at least one oral or written quotation from a suitable local supplier or from the open market. For purchases \$1,500 to \$5,000 the quotation must be in writing.
\$5,001 - \$20,000	Seek at least two written quotations from a suitable local supplier or the open market. Only one written quotation is required from any of the WALGA service (not the Preferred Supplier Panel goods and services).
\$20,001 - \$250, 000	Seek at least three written quotations from suppliers by formal invitation. These Requests for Quotation (RFQ), should contain detailed specification of the goods and services required. The procurement decision is to be based on pre-determined evaluation criteria that assesses all value for money considerations in accordance with the definition stated within this Policy.
Note: This table must be read in conjunction with all other policy requirements which include specific details for each purchasing threshold (refer clauses 7.2 to 7.4)	

Exemptions to policy and changes to requirements

The obligation to source quotations is not required in the following instances:

- An emergency situation as defined by the Local Government Act;
- Utilities; including telephone, internet, electricity, water and gas
- Software license fees



- Employment of temporary staff members through temporary personnel service agencies

Halls Creek is a remote and isolated town and for some classes of goods, services and works, there may only be one local or a limited number of regional suitable suppliers. In any case, where an officer is unable to comply with the requirement for a minimum number of quotations as set out above, the purchasing officer must obtain approval of the Chief Executive Officer prior to proceeding with the purchase, and detail a written record of the reasons/circumstances for the non-compliance is to be made by the purchasing officer including purchasing Officer's signature and Chief Executive Officer's approval.

The CEO from time to time, may require a procurement threshold value to be less than that stated in the above table or under the relevant regulation for classes of goods or services for value for money and operational considerations. Nothing prevents the Shire from adjusting its procurement thresholds downwards.

When seeking quotations for purchases, including those under the \$250,000 threshold (excluding GST), decisions will be made for business operational considerations and flexibility reasons to ensure that competitiveness is maintained and costs, risks, timeliness and compliance requirements are met, including those where purchasing is through WALGA preferred suppliers or Common Use Agreement.

If a decision is made to seek public tenders for Contracts of less than \$250,000, a Request for Tender process that entails all the procedures for tendering outlined in this policy must be followed in full.

Purchases up to \$5,000

This category is for the procurement of goods or services where the value is up to \$5,000. The purchasing method is suitable where the purchase is relatively small and low risk. In all cases it is important that the price is agreed to and fixed at the time the goods are ordered or prior to the services commencing. Quotes (written or verbal) and purchase orders must at a minimum include:

- name of person providing quotation
- name of firm
- contact details
- pricing including GST
- brief scope of works/details of item for which quotation sought

The general principles for obtaining verbal quotations are:

- Ensure that the requirement / specification is clearly understood by the local government employee seeking the verbal quotations.
- Ensure that the requirement is clearly, accurately and consistently communicated to each of the suppliers being invited to quote.
- Read back the details to the supplier contact person to confirm their accuracy.
- Written notes detailing each verbal quotation must be recorded.

In all cases The Purchasing Officer must use professional discretion that they have obtained a competitive price for the goods and services with occasional market testing



(e.g. telephone quotes or internet price checks) to ensure best value is maintained and where applicable, that local price preference or sourcing applies.

Purchases from \$5,001 to \$20,000

This category is for the procurement of goods or services where the value of such procurement ranges between \$5,001 and \$20,000.

At least two written quotations must be sought.

The general principles for obtaining a written quotation are:

- A brief specification should communicate requirement(s) in a clear, concise and logical fashion.
- Include value for money criteria, not necessarily the lowest price.
- Include any conditions of responding, e.g. timeline and closing time for a decision, goods options or alternatives.
- Invitations to quote should be issued simultaneously to ensure that all parties receive an equal opportunity to respond.
- Offer to all prospective suppliers at the same time any new information that is likely to change the requirements.
- Responses should be assessed for compliance, then against the selection criteria, and then value for money and all evaluations documented.
- Respondents should be advised in writing as soon as possible after the final determination is made and approved.

The procurement decision is to be recorded using a brief Evaluation Report, email or Memo and the copy of quotes received and evaluation report are to be submitted with the purchase order to the Finance Department and filed in *Magiq*.

Purchases from \$20,001 - \$250,000

For the procurement of goods or services where the value exceeds \$20,001 it is required to seek three written quotations containing price and it must contain sufficient information in relation to the specification of the goods and services being purchased.

For this procurement range, the selection should not be based on price alone, and qualitative criteria such as quality, stock availability, accreditation, time for completion or delivery, warranty conditions, technology, maintenance requirements, organisation's capability, previous relevant experience and any other relevant factors should be included in the request for quotation.

For purchases between \$20,001 to \$40,999 the purchasing decision is to be based on the suppliers/contractors response to:

- the specification/requirement for the goods; services; and
- an assessment against the stated criteria, not necessarily the lowest quote.
- Regional Price preference if applicable.
- Indigenous content if applicable.

The procurement decision is to be represented using a brief Evaluation Report and the copy of quotes received and evaluation report are to be submitted with the purchase



order to the Finance Department and filed in Magiq.

For purchasing decisions exceeding \$75,001 a procurement plan must be prepared and authorised by the Chief Executive Officer prior to seeking quotes. The procurement plan is to consider the total value of the goods, services or works for the period of the purchase or the contract, including extensions. As a guide, if it is likely that over a three year period or less the purchase value will exceed \$250,000 then a call for tenders should be considered the most appropriate procurement option

The purchasing decision is to be based upon an assessment of the suppliers /contractors response to:

- a detailed written specification for the goods, services or works required; and
- pre-determined an evaluation criterion that assesses best value considerations.
- Regional Price preference if applicable.
- Indigenous content if applicable.

The procurement decision is to be documented using a more detailed Evaluation Report. For purchases exceeding \$75,000, the evaluation panel should comprise of at least three members, one being a Director plus another staff member (the third may be further staff member or a consultant) unless approved otherwise by the Chief Executive Officer.

Where the value of the goods or services exceeds the threshold set within Regulation 11 of the Local Government (Functions and General) Regulations 1996 (\$250,000) a public tender process is required (unless an exemption is provided under those Regulations). In the case of a request for Tender, selection criteria must be determined by Council before the Tender can be called.

Expression of Interest (EOI) or Request for Proposal (RFP)

The Shire has options where the procurement requires suppliers to put forward their view on how the procurement can proceed, what form it should take and what design, style, materials and processes are to be used. This is particularly relevant where the exact needs of the Shire cannot be defined in a procurement plan, or where the Shire is seeking design and construct options, and can be either as Architect or builder only or architect/builder plus construction supervision agreements.

In these cases above \$75,000, procurement will require a Procurement Plan in accordance with procurement thresholds, and suppliers will be requested to provide an expression of interest (EOI) or request for a proposal (RFP) or a combination of both, in an aim to get the best aligned procurement outcome for the Shire procurement.

Both the EOI and RFP options are designed to require suppliers to provide their views on how the procurement can best be provided, within a range of outcome expectations and parameters. It is aimed to allow supplier input,



therefore is a process normally supported by pre tender alerts or discussions, site inspections, and presentations as part of the EOI/RFP/tender process.

Ultimately, the process requires a decision to be taken by the Shire on the “best value” outcome for the Shire.

Online-procurement portals

If the Shire prescribes to on-line purchasing or tender portals, all purchases must be in accordance with this policy limits and conditions. (e.g. WALGA panel, Tender-link, VendorPanel, eQuotes) Additional advertising in newspapers or awareness advertising etc. is optional but recommended (unless a Tender where advertising in the West Australian is compulsory) and should be considered in the procurement plan to ensure that local and indigenous suppliers are aware of the purchasing request.

Recordkeeping and procurement checklist for purchases

Recordkeeping of all purchases must be completed in accordance with the Shire of Halls Creek Recordkeeping Plan, policies and procedures. This includes all notes, checklists, quotations received, evaluations, decisions, letters and emails associated with the purchase.

A procurement checklist will be maintained by the Director Corporate Services. This is to assist purchasing officers to carry out their duties according to this policy and to assist in auditing. It is the responsibility of the purchasing officer to complete the checklist for all purchases except for a purchase under \$5000. The checklist is to accompany the purchase order submitted to the Finance Department along with copies of quotes received for purchases up to \$20,000. For quotations over \$20,000 this may not be practical and only the checklist is required to be submitted with the purchase order to the Finance Department. The checklist is to refer to the relevant quotations recorded Magiq.

Tenders

Part 4 of the Local Government (Functions and General) Regulations 1996, sets out the circumstance when a public tender is required for the procurement of a good, service or work. This is generally when the good, service or work exceeds a value of \$250,000 (exclusive of GST) – this threshold of \$250,000 also applies to a person/organisation registered on the Aboriginal Business Directory WA.

The \$250,000 threshold is a fixed requirement; as a guide in terms of time frames, if it is likely that procurement over 3 years or less from the same supplier is to exceed this threshold, then tenders must be called in the first instance, or as soon as it is recognised that limits will be reached.

Only limited exceptions to these thresholds apply under the Regulations such as:

- Expenditure authorised in an emergency situation (as defined by the Act);
- The supply of goods or services is obtained through the WALGA Preferred Supplier Arrangement. All WALGA Preferred Supply Panels



have been established utilising a competitive public procurement process to pre-qualify suppliers that meet compliance requirements and may offer optimal value for money to the Local Government sectors (note purchases via the WALGA Preferred Supplier Panels are still subject to the minimum number of quotations set out in Section 7.0 above).

- Acquired from an Australian Disability Enterprise and represents value for money;
- The purchase was subject to a tender but no tender was submitted that met the tender specifications or satisfied the value for money assessment within 6 months of no tender being accepted;
- The purchase is under auction which has been authorised by Council;
- Where the contract is for petrol, oil or other liquid or gas used for internal combustion engines; or
- Council by resolution, has good reason to believe, it is unlikely that there is more than one potential supplier;
- Any other exclusions under Clause 11(2) of the Local Government (Functions and General) Regulations 1996.

All Tenders shall be prepared and considered according to the Local Government (Functions and General) Regulations 1996. In addition, the following practice shall apply:

- A procurement plan must be prepared including the proposed compliance and qualitative decision criteria and authorised by Council prior to issue of the tender.
- The call for a tender and the decision assessment criteria must be authorised by Council unless approved under delegated authority by the Chief Executive Officer prior to issue of the tender.
- In addition to the tender being advertised in a state wide newspaper (such as the West Australian), preferably on a Wednesday or Saturday, the Tender shall be issued on the Tenderlink on-line procurement portal and the portal shall be accessible to tenderers via the Shire of Halls Creek web site.
- For probity purposes the Tenderlink on-line portal shall be used for the submission of tender responses and used for the issue of notices/ addendums /answers to tenderers questions through the on-line forum.
- As soon as possible after the close of the tender, the Tenderlink on-line tender box shall be opened in the presence of at least two Council officers, one being a Director. The tender register shall be completed and signed by both officers with the tender responses recorded in Magiq.
- Members of the public are entitled to be present during the opening of the on-line tender box.
- There is no obligation to disclose or record tender prices at the tender opening, and price information should be regarded as commercial-in-confidence to the Shire of Halls Creek.
- The tender responses will be assessed by an evaluation panel against the pre-determined criteria. The evaluation panel will comprise of at least three members, with one being a Shire of Halls Creek Director and at least one other staff member (the third



member may be a further staff member or external consultant) unless approved otherwise by the Chief Executive Officer.

- A recommendation of the preferred tenderer shall be presented to Council for a decision in the form of a detailed Evaluation Report and shall reflect the consensus view of the evaluation panel members.

Following the decision of Council, each tenderer shall be notified of the outcome of the tender with the notification including the name of the successful tender and the total value of the winning offer. These details must also be entered into the Tender Register.

No tenders or acceptable tenderer received

Where the Shire of Halls Creek has invited tenders, however no tender was submitted that met the tender specification or satisfied the value for money assessment, in accordance with the Local Government (Functions and General) Regulations 1996 Regulation 11(2) (c) (i), direct purchases can be arranged. The same applies if expressions of interest have been sought but no person was, as a result, listed as an acceptable tenderer under Clause 11(2) (c) (ii) of the Regulations. When doing so the specification for the goods/ and or services must remain the same as tendered or as included in the expression of interest.

A statement indicating that no or any tender will necessarily be accepted will be made in the tender notice and tender document.

Sole Source of Supply (Monopoly Suppliers)

The procurement of goods and/or services available from only one private sector source of supply, (i.e. manufacturer, supplier or agency) is permitted without the need to call a competitive Tender provided that there must be genuinely only one source of supply. E.g. Same Make, model of previous purchases, replacing like for like assets etc. All reasonable endeavours to find alternative sources must be made and documented. Once determined, the justification and decision to sole source must be approved by Council resolution or the Chief Executive Officer if delegated authority to do so has been granted, prior to a Purchase Order being issued or a contract being entered.

The application of the provision for "sole source of supply" should only occur in limited cases and procurement experience indicates that generally more than one supplier is able to provide the requirements.

Canvassing of Councillors and Officers will disqualify

The Shire of Halls Creek Code of Conduct places probity responsibility on Councillors and officers (staff) to declare their personal involvement with any supplier or tenderer in the case of procurement. It stands to reason therefore that the canvassing of Councillors or Officers (staff) by a supplier would preclude them from partaking in any decision in relation to the procurement. It is therefore prohibited.

A statement indicating that the canvassing of Councillors or staff is prohibited and will disqualify tenderers, will be made in the tender document.



Recordkeeping and Checklist for Tenders

Record keeping of all tenders must be completed in accordance with the Shire of Halls Creek Recordkeeping Plan, policies and procedures. This includes all notes, check lists, tenders received, evaluations, decisions, letters and emails associated with the tender.

A tender checklist will be maintained by the Director Corporate Services. This is to assist purchasing officers to carry out their duties according to this policy and to assist in auditing. It is the responsibility of the purchasing officer to complete the checklist for all Tenders.

Purchasing from Common Use Arrangements (CUA)

Common Use Arrangements (CUA) have been established by the Department of Finance for State Government use. In the instance where a CUA allows for Local Government use, a purchasing officer may purchase from a CUA by following the requirements for the purchasing thresholds as defined in Section 7 above.

Emergency Purchases

An emergency purchase is defined as an unanticipated and unbudgeted purchase which is required in response to an emergency situation as provided for in the Local Government Act 1995. In such instances, quotations and tenderers are not required to be obtained prior to the purchase being undertaken.

An emergency purchase does not relate to purchases not planned for due to time constraints. Every effort must be made to anticipate purchases required by the Shire in advance and to allow sufficient time to obtain quotations and tenders, whichever may apply.

Minor variation prior to entering a contract

If after a preferred tenderer or quotation has been chosen, but before the Shire of Halls Creek and the preferred supplier/contractor have entered into a contract; a minor variation may be negotiated with the preferred supplier/contractor.

A minor variation shall not alter the nature of the goods/services procured, nor will it materially alter the specification as set out in the tender/request for quote.

All minor variations can only be such as not to compromise the Shire value for money principles and must be approved by the Director or the Chief Executive Office by written acknowledgement between the parties.

Varying a contract

A contract variation must only occur in the following circumstances:

- The variation is necessary for the goods / services / works to be provided; and
- The variation does not alter the scope of the Contract; or
- The variation is a renewal or extension to the original term of the contract, in the circumstances when the original contract contained an allowance for such provision



If the proposed variation does not meet the above conditions, a separate competitive purchasing process must be conducted in accordance with the relevant purchasing threshold.

The funds requirement to meet the cost of the variation must be available with the amount set aside in the Council adopted budget and the variation must be approved in writing before the commencement of the supply or work by a Director or the Chief Executive Officer with the appropriate purchasing limit delegation.

For the purpose of this Procurement Policy, a signed purchase order is considered to be a contract.

Anti – Avoidance

The Shire of Halls Creek shall not enter two or more contracts of a similar nature for the purposes of splitting the value of contracts to enable the value of consideration to be below the level of \$250,000, thereby avoiding the need to undertake a public tender process.

Information on regular suppliers

The Shire of Halls Creek will seek insurance certificates and qualifications from regular suppliers and contractors and keep the information on record along with supplier performance information to streamline procurement processes.

Western Australia Local Government Association (WALGA) Procurement Toolkit

The Shire of Halls Creek subscribes to the WALGA Procurement Services. This subscription allows access to a Procurement Toolkit which should be consulted for further details and guidance. The Toolkit also contains template documents including Request for Quotation, Request for Tender, procurement plan, evaluation workbooks and reports and contracts. These documents will be used when implementing this Procurement Policy.

WALGA Procurement advice up to a certain level is free and beyond that available at a fee. Shire procurement plans will indicate if WALGA procurement services will be used in the panel assessment of tenders.

Purchasing authority and limits

All purchasing decisions and purchase order authorities are to be in accordance with the delegated authority of the Shire officer as set out in the Shire of Halls Creek Delegation Register.

HEAD OF POWER: Local Government Act 1995 – Sections 2.7, 3.57; Local Government (Functions and General) Regulations 1996: Part 4 – Provision of Goods and Services; State Records Act 2000.

DELEGATION: To the Chief Executive Officer with the power to delegate to Council officers.



Policy Number	A11 Prev. Ed. ADM 21
Policy Section	Administration
Responsible Department	Corporate Services
Adoption Resolution Number	2019/060
Adoption Date	16 May 2019
Review Date & Resolution	22 March 2007 20 March 2008 (Resolution no. 2008/035) 18 March 2010 (Resolution no. 2010/044) 19 May 2011 (Resolution no. 2011/070) 17 April 2014 (Resolution no. 2014/014) 18 February 2016 (Resolution no. 2016/002) 17 March 2016 (Resolution no. 2016/016) 15 June 2017 (Resolution no. 2017/058) 21 June 2018 (Resolution no. 2018/075) 17 June 2021

11.3 CALL FOR RFP, APPROVAL OF SELECTION CRITERIA AND PROCUREMENT PLAN – RINGER SOAK BASKETBALL COURTS UPGRADE

ITEM NUMBER:	11.3
REPORTING OFFICER:	Margaret Glass, Director Youth & Community Development
SENIOR OFFICER	Noel Mason, Chief Executive Officer
MEETING DATE:	15 April 2021
DISCLOSURE OF INTEREST:	Nil

1.0 Matter for Consideration

- 1.1 Issue of a Request for Proposal through the calling of tenders (open market) including identified suppliers, and the approval of a procurement plan including selection criteria for the Ringer Soak Social Infrastructure - Basketball Court Upgrade.

2.0 Background

- 2.1 The GMAC funding provided to the people of Ringer Soak in 2020 and the additional funding provided by the Dept. of Sport and Recreation in February 2021, allows the Shire now to progress to tender for the upgrade of the Ringer Soak Social Infrastructure - Basketball Courts.
- 2.2 SoHC Policy A11 Procurement of Goods and Services, now allows for the procurement by Request for Proposal.

3.0 Comments

- 3.1 The procurement plan identifies that the primary features of the purchase and the RFP process requires suppliers to present to Shire how they would go about building the structure and completing the procurement.
- 3.2 The purchase price will exceed the \$250,000 limit for tenders, therefore the RFP process requires the suppliers to present information as if it were a tender. The RFP process is permitted under the Local Government (Functions and General) Regulations 1996.
- 3.3 This is a multi-faceted project with remoteness and weather being significant challenges. Several procurement strategies were considered including the two-stage tender process.

It was determined a two-stage Request for Proposal (RFP) would be ideal due to:

- RFP being the same process as an RFT (Request for Tender) but it allows latitude for Tenderers to provide a turnkey solution,
- Only function specifications are provided because Shire does not have the design specified, i.e. we need three key deliverables

(basketball court, shade, and lighting) and the Tenderer submits their best solution (proposal),

- Allows for pre-qualification via EOI as the first stage and only those Tenderers with the capability and capacity to perform the project will proceed to the second stage for the full tender response following optional site inspection,
- Enables outcomes to be met in a timely manner, i.e. quickest to market and award contract, and
- Best method to achieve value for money outcomes.

3.4 The final plans, prices and a preferred supplier based on the suppliers determined scope of works will be assessed by a panel of Shire staff (with reference to the Ringer Soak and GMAC interests) and will be presented to Council at the Shire OMC June.

3.5 Selection Criteria - the proposed selection criteria as outlined in the Procurement Plan are seen as the best combination of Shire requirements.

Phase 3 – Plan

EVALUATION PLAN	
Qualitative Criteria	Weighting
Ability to provide turnkey solution addressing all functional requirements, including KPIs below	25%
Management of all aspects of the Project/Facility	10%
Experience working remotely	5%
Previous Similar project	20%
Local, Indigenous and Regional preferencing, keen to use local community labour	20%
Ability to meet schedule/timeline	20%
Value for Money	Non-weighted
<p>Required Mandatory Elements:</p> <p><u>Stage 1</u> of evaluations will be ability to meet the following mandatory criteria as the EOI process:</p> <ul style="list-style-type: none"> - Previous experience in similar facility (reference check) - Financial capability - Ability to meet schedule <p><i>Only those tenderers meeting the above criteria will be subject to Stage 2 of the evaluation (full comprehensive evaluation including Site Inspection).</i></p> <p><u>Stage 2</u> of the evaluation will be evaluating the Qualitative Criteria set out above, as well as the following factors via full submission:</p> <ul style="list-style-type: none"> - Indigenous Advancement Policy will apply - Regional Price Preference will apply 	
<p>Price Preferences:</p> <div> <input checked="" type="checkbox"/> Regional Prices Preference <input checked="" type="checkbox"/> Buy Local </div> <div> <input checked="" type="checkbox"/> Other: <p>Value for money assessment will be used in conjunction with the weighted evaluation criteria</p> </div>	

4.0 Statutory Environment

4.1 Local Government Act 1995

Section 2.7(2) Provides that Council is to oversee the allocation of local government finances and resources and to determine the local government policies.

Section 3.1 – Provides that the general function of the local government is to provide for the good government of persons in its district.

5.2 Local Government (Functions and General) Regulations 1996 Part 4 Division 2

Clause 11(1) requires tenders to be publicly invited where the value of the works or goods is expected to be more than \$250,000 unless stated otherwise.

Clause 14(2)(a) states:

"If a local government —

(a) is required to invite a tender; ...

the local government must, before tenders are publicly invited, determine in writing the criteria for deciding which tender should be accepted."

5.0 Strategic Implications

5.1 Objective:

2. Economic: Our town and remote communities are prosperous and viable.

5.2 Outcome:

Civic - 4.1 A local government that is respected and accountable

5.3 Strategy:

Civic - 4.1.2 Consistent and impartial application of Council policies and provision of services

6.0 Policy Implications

6.1 The procurement plan including selection criteria have been prepared in accordance with the Shire's Procurement Policy A11 Procurement of Goods and Services.

7.0 Financial Implications

7.1 The process will deliver the best value solution for the Shire in the management of this process.

8.0 Sustainability Implications

8.1 Sustainability issues will be assessed as part of the final considerations of the suppliers RFP. Mitigation measures will be considered then.

9.0 Risk

Table 9.1 Guide to quantifying risk

Event Likelihood / Impact Matrix			
Likelihood (refer Potential Risk Likelihood Guide)	Impact The Procurement plan has been prepared by Bid Buddy - a procurement specialist. Third party assessment of the proposal ensures a sound process - and is likely to attract better RFP results.		
	There is always a risk in the current environment that potential suppliers will already have extensive work planned and may not be available to undertake this work.		
	In terms of the procurement process - compliance to Shire policy has been achieved - therefore only medium risk is assessed.		
	Minor	Medium	High
Low (unlikely)	1	(2)	3
Moderate (likely)	2	4	6
High (very likely)	3	6	9

Possible responses to the raw risk score vary depending on the level of risk (low, moderate or high). Possible actions are:

Table 9.2 Guide to quantifying risk

Risk	Risk is averted by use of 3 rd party to assist with the procurement plan and development of the procurement process via a RFP.
Low Risk	
a risk / activity with a score of 2 or less	manage by routine procedures
Moderate Risk	
a risk / activity with a score between 3 or 4 more is moderate risk	N/A
High Risk	
a risk activity with a score of 6 or more is a high risk	N/A
Risk Control Measure	Sound compliant processes to Shire procurement policy achieved by utilising specialist assistance.

OFFICER RECOMMENDATION/COUNCIL RESOLUTION: 2021/043

Moved: Cr Patricia McKay

Seconded: Cr Virginia O'Neil

That:

- 1. The procurement plan 2021-04 DYCD Kundat Djaru (Ringer Soak) Social Infrastructure Project including the selection criteria attached in Appendix (11.1.1A) be approved.**
- 2. Approve the RFP for the procurement of the 2021-04 DYCD Kundat Djaru (Ringer Soak) Social Infrastructure Project through open tender and identified Suppliers be called.**

CARRIED: 5/0

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Shire of Halls Creek

Procurement Plan - 2021-04-DYCD Kundat Djaru [Ringer Soak] Social Infrastructure Project

Prepared by: Margaret Glass
Director, Youth and Community Development
6 April 2021



WALGA

Procurement Services

WALGA, 170 Railway Parade, West Leederville WA 6007
Phone: (08) 9213 2514 Email: procurementservices@walga.asn.au

Phase 1 - Prepare

PROJECT OWNER / REQUESTOR DETAILS	
Requestor:	Margaret Glass
Position:	Director, Youth and Community Development
Local Government:	Shire of Halls Creek
Phone:	9168 6007
Mobile:	0477 554 299
Email:	dycd@hcshire.wa.gov.au

PROJECT OVERVIEW	
Project Title:	Kundat Djaru [Ringer Soak] Social Infrastructure Project
Project Number:	2021-04-DYCD
Project Budget:	\$769,987 (\$450K CLC, \$319K DSR) excl GST
Project Funding Source:	Central Land Council (Granite Mine Funding) and DSR
Project Duration (indicative):	18 months maximum
Project Status:	<input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation of Service <input type="checkbox"/> Phased
Project Category:	<input type="checkbox"/> Goods <input checked="" type="checkbox"/> Services <input type="checkbox"/> Minor Works <input checked="" type="checkbox"/> Construction
	<input checked="" type="checkbox"/> Construction <input type="checkbox"/> Lease <input type="checkbox"/> Consultancy
	<input checked="" type="checkbox"/> Other (please list): Community Development

NEED IDENTIFICATION

This project will result in the construction of a new basketball court and permanent shade structure and provision for storage on Lot 70 of Kundat Djaru [Ringer Soak] community.

There is an existing basketball court located at the lot, however, it was poorly constructed and has a surface that is damaged. It has no shade structure. The project will include demolition and removal of the existing court.

The whole of life costs of a basic court with a robust and permanent shade shelter are considered to be minimal. Priority for the initial design and construction of the facility is robustness and durability, particularly for those components that are most at risk of wear and tear.

POTENTIAL RISKS & MITIGATION PLAN				
Risk Description	Likelihood	Impact	Mitigations	Responsibility
Timing / schedule delays	H	L	Ensure management of contractor to the milestones	Project Manager / Site Rep
Cost blow outs / project budget exceeded	M	H	Lump sum contract, contract management	Project Manager
Successful delivery	L	L	Community consultation, stakeholder management, setting expectations	Project Manager
Tender compliance issues	L	H	Outsource tender activity to ensure probity	Project Owner
Local Content	H	M	Engage with agencies such as SEK job pathways	Project Owner
Availability of Contractors (work and remoteness)	H	H	Early Tender Advice, look at joint ventures or separable portions	Project Owner
Vandalism during construction	H	L	Elders consultation, Site Representative	Site Representative

POTENTIAL CONFLICTS OF INTEREST/ISSUES TO BE CONSIDERED
None identified

STAKEHOLDERS		
Stakeholder	Role	Possible Objections
Kundat Djaru Aboriginal Community	Peter Wein – Chairperson	Nil
Central Lands Council	Nick Raymond	Nil
DLGSC	Krissie Dickman	Nil
Ringer Soak Granites Mine Affected Areas Aboriginal Corporation (GMAAAC)	Kylie Tchoogu – Director	Nil
East Kimberley Jobs Pathways (EKJP)	John Bongiorno – Manager	Nil

POLICY MATTERS AFFECTING THE PROCUREMENT

Local Policy: ☒ Yes ☐ No

Environmental Impact: ☐ Yes ☒ No

DAIP: ☐ Yes ☒ No

OSH: ☒ Yes ☐ No

Others (Please list):

EXPENDITURE ANALYSIS

The Kundat Djaru Social Infrastructure project was first put forward as a community benefit project by GMAAAC in August 2018. At a subsequent community meeting the project received the full support of the broader community. At a further meeting in September 2019 the Ringer Soak GMAAAC Committee allocated \$495,000.00 (including GST) towards the construction of the basketball court and shade structure.

Further funding has been obtained from the DLGSC as part of \$319,987 under CSRFF Grant Agreement GR-04-00000430.

The ongoing costs for repairs and maintenance is not expected to be large; it is proposed for the Ringer Soak GMAAAC committee and the Kundat Djaru Aboriginal Corporation to contribute the ongoing operating costs.

- | | |
|-------------------------------------|---|
| • Central Land Council | Funding secured \$450,000 (\$495,000 including GST) |
| • GMAAAC Funding | |
| • WA Government | Funding secured \$319,987 |
| • Community Sporting and Recreation | |
| • Facilities Fund (CSRFF) | |

TOTAL FUNDING RECEIVED

\$769,987 exclusive of GST

A full project estimate has been developed, and the funding of \$769,987 above will include the capital cost of the project – subject of this tender – and associated ancillary costs such as external consultants, project management, etc.

SUPPLY MARKET ANALYSIS

The market is currently very tight for resources in Western Australia. This is due to multiple reasons including coming out of COVID-19 projects, employment at a record low, increase in the iron ore industry, production sustaining construction projects¹, and the remoteness of this proposed project. In summary:

- There are limited (no) local suppliers capable of carrying out this work, due to the remoteness. SoHC will look to the greater surrounding region for suppliers.
- The evaluation criteria will put heavy weighing on ability to liaise and use local labour on the project. It is acknowledged there is limited scope for this, other than labouring type roles. However, consideration will also be given to in kind services provided, such as a scholarship.

We will liaise with EKJP to assist in targeting local resources and companies.

¹ Source: 04/April/2021 DMIRS <https://www.dmp.wa.gov.au/About-Us-Careers/Latest-Resources-Investment-4083.aspx>

Phase 2 - Define

SCOPE OF REQUIREMENTS				
<p>The Shire of Halls Creek (SoHC) objectives are to encourage and support Kundat Djaru community involvement with recreation and assist in the development of a purpose-built recreational facility.</p> <p>A functional specification (aka scope or requirements) will be used to define the ultimate function to be performed by the deliverable. This will enable the design component to be done by the Supplier.</p> <p>The key deliverable is the Social Infrastructure Facility, comprises:</p> <ul style="list-style-type: none"> • Basketball court • Permanent shade structure • Stage (Optional separate pricing) • Lighting, via prepaid electricity system • Storage (Optional separate pricing) • Drinking fountain (Optional separate pricing) 				
OUT OF SCOPE				
<p>The optional components (stage, storage and drinking fountain) are desirables of the project and dependant on responses, may be excluded from scope.</p>				
SCOPE ISSUES TO BE RESOLVED				
<p>Concept design: Provided by SoHC in the Brief</p> <p>Detailed design: To be completed by the Tenderer (Supplier), approval by SoHC and Stakeholders, refer Milestone</p> <p>Power: the lighting must be user payment system prepaid power (i.e., from shop, card physically inserted)</p>				
Supplier Positioning				
<p>The contract with the supplier must be relational based to ensure successful outcome.</p> <p>The project facility is remote, and the supplier must be mindful of the intricacies of indigenous communities.</p>				
PROCUREMENT TACTICS				
Transaction Type	Select	Objective	Tactics	Actions
Leverage items - High Value, Low Risk, Low Complexity	<input type="checkbox"/>	Maximise commercial advantage	<p>Concentrate your business across the organisation</p> <p>Maintain/foster competition.</p>	<p>Competitive bidding.</p> <p>Procurement coordination.</p> <p>Use industry standards/ open source.</p> <p>Active procurement.</p> <p>Reverse Auctions.</p>

Bottleneck items - Low Value, High Risk, High Complexity	<input type="checkbox"/>	Ensure supply continuity	Decrease the uniqueness of Suppliers Manage supply	Widen specification. Use performance or functional specification. Increase competition. Develop new suppliers. 2-3 year contracts. Foster competition.
Strategic items - High Value, High Risk, High Complexity	<input checked="" type="checkbox"/>	Form partnerships with Suppliers. - Develop trust and information sharing	Increase the role of selected suppliers	Partnering charter. Share risk/rewards. Service Level Agreement. Prepare risk/contingency plans. Monitor market/ competitions. Use functional specifications.
Routine items – Low Value, Low Risk, Low Complexity	<input type="checkbox"/>	Simplify acquisition	Instant purchasing	Utilise e-commerce or purchase cards to facilitate most efficient acquisition of goods/services.

SUPPLIER PROFILE	
<input type="checkbox"/> Single Supplier <input type="checkbox"/> Dual Suppliers <input type="checkbox"/> Goods	<input type="checkbox"/> Multiple Suppliers (i.e. Panel) <input checked="" type="checkbox"/> Cross Supply <input checked="" type="checkbox"/> Goods and Services
<p>Reason for Selected Supplier Profile:</p> <p>It is anticipated to run a two-stage process (EOI and RFP) for this piece of work due to the various complications with remoteness, lack of suppliers, tightness of market.</p>	
<p>Early Tender Advice Required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No. via TenderLink to give adequate notice</p>	
Suggested Tenderers:	
<p>Local Business Capacity:</p> <p>We have researched the market, and engaged with East Kimberley Jobs Pathway, to determine the level of capability of local businesses to meet the procurement requirements, including Local Content, delivery in a geographically challenging region and regional skills and economic development maximisation.</p> <p>The Tenderers are encouraged to examine opportunities for local content, including regional and Western Australian levels.</p> <p>We intend on providing all Tenderers with a list of available resources at the community to encourage and assist in community engagement and regional employment.</p>	

Company Name:	Contact Person:	Phone/Email:
TenderLink listing The West Australia advert	M Glass/B Rebola (backup)	Online
NT Sports & Playground	Mick Gorham	N.Trazorbakdesigner@bigpond.com
H&M Tracey	Brad Marris	0408096878 9192 1437 Broome brad.marris@hmtracey.com.au
Sports Surfaces	Clive and Lynda Peckham	Osborne Park, 6017 0892442299 enquiries@sportssurfaces.com.au
West Coast Sporting Surfaces (WCSS) – WALGA Preferred Supplier	Mark Tucker, MD	9306 2725 0419 944 341 Landsdale WA 6065 info@wcsc.com.au
Trasan Contracting	Via ICN	Karratha WA 6714 admin@trasan.com.au 9185 5482

SOURCING PROFILE	
<input checked="" type="checkbox"/> Minor Works <input checked="" type="checkbox"/> Major Works (Construction) <input type="checkbox"/> Goods <input type="checkbox"/> Procurement of IT Equipment	<input type="checkbox"/> Consultancy Services <input type="checkbox"/> Lease <input checked="" type="checkbox"/> Services <input type="checkbox"/> Procurement of IT Software
Reason for Selected Sourcing Profile: While this is not a large project, the remoteness and weather makes it fall to major works for the SoHC and the market.	
Request Conditions for Tendering: The WALGA standard Request for Tender conditions (and AS4902 General Conditions of Contract) will apply to this requirement.	

PROCUREMENT METHODOLOGY (refer to TACTICS and SOURCING PROFILE)	
<input type="checkbox"/> Expressions of Interest (EOI) <input type="checkbox"/> Request for Tender (RFT) <input checked="" type="checkbox"/> Request for Proposal (RFP)	<input type="checkbox"/> Tender Exempt (i.e. WALGA Preferred Supply, State Gov. CUA) <input type="checkbox"/> Request for Quotation (RFQ)

Reason for Selected Methodology:

Multi-faceted project with remoteness and weather being significant challenges.

Several procurement strategies were considered including the two-stage tender process.

It was determined a two-stage Request for Proposal (RFP) would be ideal due to:

- RFP being the same process as an RFT (Request for Tender) but it allows latitude for Tenderers to provide a turnkey solution,
- We are providing a function specification because we don't have the design specified, i.e. we need three key deliverables (basketball court, shade, and lighting) and the Tenderer submits their best solution (proposal),
- Allows for pre-qualification via EOI as the first stage and only those Tenderers with the capability and capacity to perform the project will proceed to the second stage for the full tender response following optional site inspection,
- Enables outcomes to be met in a timely manner, i.e. quickest to market and award contract, and
- Best method to achieve value for money outcomes.

REQUEST OPEN PERIOD - SCHEDULE/TIMEFRAMES	
Stage	Target Date
Early Tender Advice notification	7 Apr 21
Procurement Plan submitted to Council	14 Apr 21
Council approval of Procurement Plan	16 Apr 21
Request documentation completed and approved	16 Apr 21
Request advertised	16/19 Apr 21
Request briefing (Zoom)	21 Apr 21
Site Inspection (if desired)	3 – 15 May 21
Request closes – Stage 1 – Prequalification Shortlist (e.g. Like an EOI)	3 May 21
Stage 2 – Full Scope of Work	17 May 21
Request evaluation and recommendation submitted	7 Jun 21
Evaluation Report approval by Council at meeting or by circular resolution	On or before 17 Jun 21
Contract negotiations	7 – 21 Jun 21
Contract award	22 Jun 21
Contract kick off meeting	23 Jun 21

Phase 3 – Plan

EVALUATION PLAN	
Qualitative Criteria	Weighting
Ability to provide turnkey solution addressing all functional requirements, including KPIs below	25%
Management of all aspects of the Project/Facility	10%
Experience working remotely	5%
Previous Similar project	20%
Local, Indigenous and Regional preferencing, keen to use local community labour	20%
Ability to meet schedule/timeline	20%
Value for Money	Non-weighted
<p>Required Mandatory Elements:</p> <p><u>Stage 1</u> of evaluations will be ability to meet the following mandatory criteria as the EOI process:</p> <ul style="list-style-type: none"> - Previous experience in similar facility (reference check) - Financial capability - Ability to meet schedule <p><i>Only those tenderers meeting the above criteria will be subject to Stage 2 of the evaluation (full comprehensive evaluation including Site Inspection).</i></p> <p><u>Stage 2</u> of the evaluation will be evaluating the Qualitative Criteria set out above, as well as the following factors via full submission:</p> <ul style="list-style-type: none"> - Indigenous Advancement Policy will apply - Regional Price Preference will apply 	
<p>Price Preferences:</p> <div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> Regional Prices Preference </div> <div> <input checked="" type="checkbox"/> Buy Local </div> </div> <div style="margin-top: 10px;"> <input checked="" type="checkbox"/> Other: Value for money assessment will be used in conjunction with the weighted evaluation criteria </div>	
<p>Due Diligence:</p> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> External financial analysis report </div> <div> <input checked="" type="checkbox"/> Referee Checks </div> </div>	
<p>Evaluation Team</p> <p>The evaluation panel members include a wide range of skills, experience and stakeholders. Below is the proposed evaluation panel. Note that a person may delegate his/her role subject to approval by the Project Manager.</p>	

Name	Job Title	Agency / Organisation	Role
Voting Members			
Margaret Glass	Director, Youth and Community Development	SoHC	Project Manager Primary Contributor
CLC (GMAAAC)	Nick Raymond	Community Development Officer	Evaluator
Josh Kirk	Subject Matter Expert – External	Greenfields	Evaluator
Lloyd Barton	Director Corporate Services	SoHC	Evaluator
Non-Voting Members			
Barb Rebola	Tender Specialist – External Consultant	BidBuddy	Chairperson & Evaluator
Gavin Landini	[proposed] Site Manager		Community Stakeholder & Evaluator

Tender Briefing:

A non-mandatory tender briefing will be scheduled, followed up by a non-mandatory Site Inspection for those Tenderers who are prequalified through Stage 1 evaluation.

EVALUATION RATING SCALE

Score	Description
0	The Tenderer failed to respond to the criterion, therefore the Evaluation Panel is not confident that the Tenderer would be able to meet the requirements of the Request.
1	The Tenderer provided an inadequate response to the criterion. The Evaluation Panel is not confident that the tenderer would be able to meet the requirements of the Request to the required standard.
2	The Tenderer provided an inadequate response to the criterion. The Evaluation Panel has critical reservations that the tenderer would be able to meet the requirements of the Request to the required standard
3	The Tenderer provided a sub-standard response to the criterion. The Evaluation Panel has major reservations that the tenderer would be able to meet the requirements of the Request to the required standard
4	The Tenderer provided a poor response to the criterion. The Evaluation Panel has minor reservations that the tenderer would be able to meet the requirements of the Request to the required standard
5	The Tenderer provided a reasonable response to the criterion. The Evaluation Panel was reasonably confident that the tenderer would be able to meet the requirements of the Request to the required standard
6	The Tenderer provided a good response to the criterion. The Evaluation Panel was reasonably confident that the tenderer would be able to meet the requirements of the Request to the required standard

Score	Description
7	The Tenderer provided a very good response to the criterion. The Evaluation Panel was reasonably confident that the tenderer would be able to meet the requirements of the Request to a very good standard.
8	The Tenderer provided a superior response to the criterion. The Evaluation Panel was highly confident that the tenderer would be able to meet the requirements of the Request to a high standard.
9	The Tenderer provided an excellent response to the criterion. The Evaluation Panel was very confident that the tenderer would be able to meet the requirements of the Request to a high standard.
10	The Tenderer provided an excellent response to the criterion. The Evaluation Panel was extremely confident that the tenderer would be able to meet the requirements of the Request to a very high standard.

KEY PERFORMANCE INDICATORS (KPIs) Link this to scope and key deliverables	
<input checked="" type="checkbox"/> Deliverables on time	<input checked="" type="checkbox"/> Does the supplier show mutual commitment to the relationship and collaborate constructively with all stakeholders
<input checked="" type="checkbox"/> Agreed Services Provided	
<input checked="" type="checkbox"/> Stakeholder Satisfaction Survey	<input checked="" type="checkbox"/> Ability to respond to client and/or stakeholder requirements
<input checked="" type="checkbox"/> Services Completed on Budget	
Other Risk & Reward based on KPIs	<input checked="" type="checkbox"/> Delivery of Project on time
Initial outline on KPIs: These KPIs will be used to determine risk and reward for the successful Contractor.	

PRICING METHODOLOGY (Link to type of specification)	
<input checked="" type="checkbox"/> Fixed Price (Lump Sum)	<input type="checkbox"/> Unit Price (Schedule of Rates)
<input type="checkbox"/> Bill of Quantities	<input type="checkbox"/> Scaled percentage fee
<input type="checkbox"/> Cost reimbursable	<input type="checkbox"/> Reimbursable-with-incentive (Cost Plus)
<input checked="" type="checkbox"/> Other: Bonus / malus scheme based on KPIs (5% up to a maximum of \$20,000)	
Reason for Selected Pricing Method: A risk and reward model will be proposed to ensure that risk is jointly shared, with Supplier receiving reward (bonus) for successful completion in accordance with all the KPIs. There is an option for liquidated damages (LDs), which is not recommended in this instance due to [in]ability to correctly pre-determine the damages. However, the standard contract allows for LDs if that were deemed appropriate. Hence, it is proposed to use KPIs and the risk and reward model to encourage successful completion of the project. The Tenderers made opt into the Bonus/Malus (risk/reward) model (or liquidated damages for that matter) which will be considered and finalised with successful tenderer. This has been considered in the project budget.	

Price Escalation Required☐ Yes☒ No**Basis:****CONDITIONS OF CONTRACT**☐ General Conditions of Contract – Goods and Services☐ General Conditions of Contract - Goods☐ General Conditions of Contract – Minor Works☐ AS 4000:1997 Construction Works☐ AS 4122:2010 Consultants☒ AS 4902:2000 Design & Construct**Key Commercial term considerations:**

AS 4902 standard terms and conditions based on Formal Instrument of Agreement.

Minor amendments will be made to AS 4902 based on industry standard changes to close any potential gaps in the T&Cs.

The Risk and Reward model to be finalised and included as a special condition with the successful tenderer.

Alternative dispute resolution will be included in the AS 4902 contract, i.e. dispute resolution by mediation.

CONTRACT MANAGEMENT

Contract Manager:	Director, Youth and Community Development, SoHC	Primary stakeholder and responsibility for delivery of the project. Also responsible for liaison with the community as necessary during the project execution.
Project Manager	Director, Youth and Community Development, SoHC	Keeping project on schedule and acceptance of each deliverable phase
Date of Handover:	On or before November 2021	
Key Personnel / Responsibilities:	Gavin Landini – Site Representative	On site daily contact and ensure keeping to schedule and go-to for daily issues to be escalated to Contract Manager
KPIs:	As above	
Changeover requirements?	Not applicable	
Key Risks:	As set out above the following risks will need to be managed as part of Contract Management: <ul style="list-style-type: none"> - Timing/schedule delays - Cost blow outs - Successful delivery Vandalism during construction	

Proposed Contract Kick-Off Meeting:	23 June 2021
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PROCUREMENT TIMEFRAMES

Stage	Target Date
Early Tender Advice notification	7 Apr 21
Procurement Plan submitted to Council	14 Apr 21
Council approval of Procurement Plan	16 Apr 21
Request documentation completed and approved	16 Apr 21
Request advertised (TenderLink and the West Australian, and sent to select tenderers)	19 Apr 21
Request briefing (Zoom)	21 Apr 21
Site Inspection (if desired)	3 – 15 May 21
Request closes – Stage 1 – Prequalification Shortlist (e.g. Like an EOI)	3 May 21
Stage 2 – Full Scope of Work and qualitative criteria	17 May 21
Request evaluation and recommendation submitted	7 Jun 21
Evaluation Report approval by Council at meeting or by circular resolution	On or before 17 Jun 21
Contract negotiations	7 – 21 Jun 21
Contract award	22 Jun 21
Contract kick off meeting	23 Jun 21

APPROVAL AUTHORITY	
Council: <input type="checkbox"/> Yes <input type="checkbox"/> No	Date of Council Meeting: 16 April 2021
CEO: <input type="checkbox"/> Yes <input type="checkbox"/> No	

SIGNED BY PROJECT SPONSOR / APPROVING AUTHORITY		
Name	Organisation	Signed
Margaret Glass	Director, Youth and Community Development	
By copy informed and DSR CLC Endorsement via Procurement Plan Workshop	DLGSC and CLC for Information	N/A

12. MATTERS BEHIND CLOSED DOORS

Nil.

13. CLOSURE OF MEETING

There being no further business, the Shire President declared the meeting closed at 5.50pm.

14. CERTIFICATION

I, Malcolm Edwards, hereby certify that the Minutes of the Ordinary Meeting of Council held on 15 April 2021 are confirmed as a true and accurate record, as per the Council resolution of the Ordinary Meeting of Council held on __/__/__.

SIGNED: _____ DATED: __/__/__

Unconfirmed Minutes