

Ordinary Meeting of Council

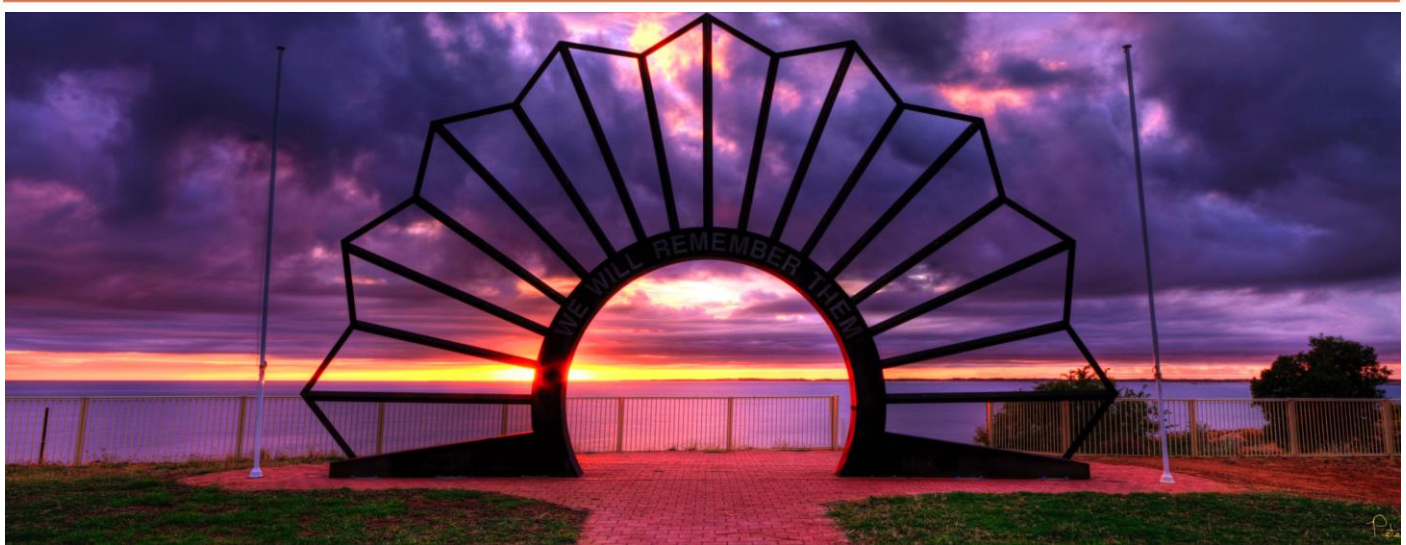
Onslow



PUBLIC ATTACHMENTS

10 March 2020

Council Chambers,
Onslow Shire Complex,
Second Avenue, Onslow
1.00 pm



The Shire of Ashburton 10 year Strategic Community Plan (2017-2027) provides focus, direction and represents the hopes and aspirations of the Shire.

Our Vision

We will embrace our unique Pilbara environment and lifestyle through the development of vibrant, connected and active communities that have access to quality services, exceptional amenities and economic vitality.



STRATEGIC DIRECTIONS

1. Vibrant and Active Communities
2. Economic Prosperity
3. Unique Heritage and Environment
4. Quality Services and Infrastructure
5. Inspiring Governance



The Shire of Ashburton respectfully acknowledges the traditional custodians of this land.

**AMENDED PUBLIC MINUTES- ORDINARY MEETING OF COUNCIL
11 FEBRUARY 2020**



**SHIRE OF ASHBURTON
PUBLIC MINUTES**

**Ashburton Hall, Ashburton Avenue
Paraburdoo**

**AMENDED PUBLIC MINUTES- ORDINARY MEETING OF COUNCIL
11 FEBRUARY 2020**

**SHIRE OF ASHBURTON
ORDINARY MEETING OF COUNCIL**

The Acting Chief Executive Officer recommends the endorsement of these minutes at the next Ordinary Meeting of Council.

ACTING CEO: *P. Heedy*

Date: 11.2.2020

These minutes were confirmed by Council as a true and correct record of proceedings of the Ordinary Meeting of Council on the 11.2.2020.

Presiding Member: _____

Date: _____

DISCLAIMER

The resolutions contained in the Minutes are subject to confirmation by Council. The Shire of Ashburton warns that anyone who has any application lodged with Council must obtain and should only rely on written confirmation of the outcomes of the application following the Council meeting, and any conditions attaching to the decision made by the Council in respect of the application. No responsibility whatsoever is implied or accepted by the Shire of Ashburton for any act, omission or statement or intimation occurring during a Council meeting.

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1. DECLARATION OF OPENING

The Deputy Shire President declared the meeting open at 1.01 pm.

APPROVAL FOR COUNCILLORS TO PARTICIPATE IN THE COUNCIL MEETING VIA TELEPHONE

Council Decision

MOVED: Cr M Lynch

SECONDED: Cr L Rumble

That in respect to Councillors participating in the meeting via telephone, Council as per regulation 14B of the Local Government (Administration) Regulations 1996, approve the attendance of Councillors White, Gallanagh, Richardson and Dias via telephone, due to them not being able to attend in person as a result damage to roads to Paraburdoo by Cyclone Damien.

CARRIED 5/0

Councillor Diver, Rumble, Lynch, Foster and de Pledge voted for the motion

Cr White (Presiding Member) assumed the chair at 1.02 pm.

1.1 ACKNOWLEDGEMENT OF COUNTRY

As representatives of the Shire of Ashburton Council, we respectfully acknowledge the local Indigenous people, the traditional custodians of this land where we are meeting upon today and pay our respects to them and all their elders both past, present and emerging.

2. ANNOUNCEMENT OF VISITORS

There were no members of the public in the gallery.

3. ATTENDANCE

3.1 PRESENT

Elected Members:	Cr K White	Onslow Ward (Presiding Member) - (by phone from Onslow)
	Cr D Diver	Tom Price Ward (Deputy Shire President)
	Cr L Rumble	Paraburdoo Ward
	Cr D Dias	Paraburdoo Ward – (by phone from Perth)
	Cr de Pledge	Ashburton Ward – in Paraburdoo
	Cr P Foster	Tom Price Ward – in Paraburdoo
	Cr M Lynch	Tom Price Ward – in Paraburdoo
	Cr J Richardson	Tablelands Ward – (by phone from Mt Florance Station)
	Cr M Gallanagh	Pannawonica Ward – (by phone from Pannawonica)

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Staff:	Mr P Sheedy Mr J Bingham Mr B Cameron Mrs K Bartley Mr A McColl Mr D Bailey Mrs A Lennon Mr G Garside Mrs M Lewis Mrs K Cameron	Acting Chief Executive Officer Director Corporate Services Director Property and Development Services Director Community Services Acting Director Infrastructure Services Manager Projects and Assets Manager Media and Communications Manager Finance and Administration Council Liaison Officer Governance Officer
Guests:	Nil	
Members of Public:	There were no members of the public in attendance at the commencement of the meeting.	
Members of Media:	There were no members of the media in attendance at the commencement of the meeting.	

3.2 APOLOGIES

There were no apologies.

3.3 APPROVED LEAVE OF ABSENCE

There were no Councillors on approved leave of absence.

4. QUESTION TIME

4.1 RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE

Nil

4.2 PUBLIC QUESTION TIME

There were no questions from the public.

5. APPLICATIONS FOR LEAVE OF ABSENCE

There were no applications received for leave of absence.

6. DECLARATION BY MEMBERS

6.1 DUE CONSIDERATION BY COUNCILLORS TO THE AGENDA

All Councillors noted that they had given due consideration to all matters contained in the Agenda presently before the meeting.

6.2 DECLARATIONS OF INTEREST

Councillors to Note

A member who has an Impartiality, Proximity or Financial Interest in any matter to be discussed at a Council or Committee Meeting, that will be attended by the member, must disclose the nature of the interest:

- (a) In a written notice given to the Acting Chief Executive Officer before the Meeting or;
- (b) At the Meeting, immediately before the matter is discussed.

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A member, who makes a disclosure in respect to an interest, must not:

- (a) Preside at the part of the Meeting, relating to the matter or;
- (b) Participate in, or be present during any discussion or decision-making procedure relative to the matter, unless to the extent that the disclosing member is allowed to do so under Section 5.68 or Section 5.69 of the *Local Government Act 1995*.

NOTES ON DECLARING INTERESTS (FOR YOUR GUIDANCE)

The following notes are a basic guide for Councillors when they are considering whether they have an interest in a matter.

These notes are included in each agenda for the time being so that Councillors may refresh their memory.

1. A Financial Interest requiring disclosure occurs when a Council decision might advantageously or detrimentally affect the Councillor or a person closely associated with the Councillor and is capable of being measured in money terms. There are exceptions in the *Local Government Act 1995* but they should not be relied on without advice, unless the situation is very clear.
2. If a Councillor is a member of an Association (which is a Body Corporate) with not less than 10 members i.e. sporting, social, religious etc), and the Councillor is not a holder of office of profit or a guarantor, and has not leased land to or from the club, i.e., if the Councillor is an ordinary member of the Association, the Councillor has a common and not a financial interest in any matter to that Association.
3. If an interest is shared in common with a significant number of electors or ratepayers, then the obligation to disclose that interest does not arise. Each case needs to be considered.
4. If in doubt declare.
5. As stated in 6.2(b) above, if written notice disclosing the interest has not been given to the Chief Executive Officer before the meeting, then it **MUST** be given when the matter arises in the Agenda, and immediately before the matter is discussed.
6. Ordinarily the disclosing Councillor must leave the meeting room before discussion commences. The **only** exceptions are:
 - 6.1 Where the Councillor discloses the **extent** of the interest, and Council carries a motion under s.5.68(1)(b)(ii) or the *Local Government Act 1995*; or
 - 6.2 Where the Minister allows the Councillor to participate under s.5.69 (3) of the *Local Government Act 1995*, with or without conditions.

Declarations of Interest provided:

Item Number/ Name	Type of Interest	Nature/Extent of Interest
There are no declarations of interest for this meeting		

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7. ANNOUNCEMENTS BY THE PRESIDING MEMBER AND COUNCILLORS WITHOUT DISCUSSION

Cr Peter Foster

North Tom Primary School presenting 100% School Attendance Award on behalf of the Shire of Ashburton, Friday 19th December 2019.

Mountain View Sporting Club Inc Committee Meeting, as Treasurer, discussed and supported proposal by OBF Centre to take over Indoor Cricket Nets lease, Tuesday 14th January 2020.

Tom Price Steelers RLFC Annual General Meeting, appointed as Returning Officer to oversee election of new Committee for 2020, Tuesday 4th February 2020.

Tom Price / Paraburdoo Incident Support Group (Tropical Cyclone Damien) Meetings as Councillor, Shire of Ashburton, Friday 7th February & Saturday 8th February 2020.

Cr White

An Information Session was held in Onslow on 4 February 2020 with 63 people in attendance to hear about the latest projects currently underway, and those shortly to be initiated, with representatives presenting an update on the following projects:

Agility - Expansion of Port Services
OMSB – Construction and Operation - OMSB potentially first port of call status; and
Western Gas - Equus Project Update

8. PETITIONS / DEPUTATIONS / PRESENTATIONS

8.1 PETITIONS

There were no petitions presented to Council.

8.2 DEPUTATIONS

There were no deputations presented to Council.

8.3 PRESENTATIONS

There were no presentations to Council.

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9. CONFIRMATION OF MINUTES

**9.0 UNCONFIRMED MINUTES ORDINARY MEETING OF COUNCIL HELD ON
17 DECEMBER 2019 (ATTACHMENT 9.0)**

Council Decision	
MOVED: Cr P Foster	SECONDED: Cr D Diver
That the Unconfirmed Minutes of the Ordinary Meeting of Council held 17 December 2019, as previously circulated on 20 December 2019 (ATTACHMENT 9.0) be confirmed as a true and accurate record.	
CARRIED 8/1	
Councillor White, Diver, Rumble, Foster, Lynch, Gallanagh, de Pledge and Richardson voted for the motion Cr Dias voted against the motion	

9.1 RECEIPT OF COMMITTEE MINUTES – ‘EN BLOC’

There were no Committee Minutes for this meeting.

9.2 RECEIPT OF COMMITTEE AND OTHER MINUTES

**9.2.1 MINUTES OF THE PILBARA REGIONAL ROAD GROUP MEETING HELD
ON 25 NOVEMBER 2019 BE RECEIVED (ATTACHMENT 9.2.1)**

Council Decision	
MOVED: Cr P Foster	SECONDED: Cr D Diver
That the Minutes of the Pilbara Regional Road Group Meeting held 25 November 2019 at Main Road WA, South Hedland (ATTACHMENT 9.2.1) be received.	
CARRIED 9/0	

9.3 RECOMMENDATIONS OF COMMITTEE

As there were no committee meetings prior to this meeting, there are no recommendations to consider.

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10. AGENDA ITEMS ADOPTED "EN BLOC"

10.1 AGENDA ITEMS ADOPTED 'EN BLOC'

The following information is provided to Councillors for guidance on the use of En Bloc voting as is permissible under the *Shire of Ashburton Standing Orders Local Law 2012*:

"Part 5 – Business of a meeting

Clause 5.6 Adoption by exception resolution:

- (1) In this clause 'adoption by exception resolution' means a resolution of the Council that has the effect of adopting, for a number of specifically identified reports, the officer recommendation as the Council resolution.*
- (2) Subject to subclause (3), the Local Government may pass an adoption by exception resolution.*
- (3) An adoption by exception resolution may not be used for a matter;*
 - (a) that requires a 75% majority or a special majority;*
 - (b) in which an interest has been disclosed;*
 - (c) that has been the subject of a petition or deputation;*
 - (d) that is a matter on which a Member wishes to make a statement; or*
 - (e) that is a matter on which a Member wishes to move a motion that is different to the recommendation."*

There were no Agenda Items adopted En Bloc for this meeting.

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11. OFFICE OF THE CEO REPORTS

11.1 PROGRESS OF IMPLEMENTATION OF COUNCIL DECISIONS STATUS REPORT FOR DECEMBER 2019 AND JANUARY 2020

MINUTE: ~~737/2020~~—01/2020

FILE REFERENCE: GV04

AUTHOR'S NAME AND POSITION: Michelle Lewis
Council Liaison Officer

AUTHORISING OFFICER AND POSITION: Paul Sheedy
Acting Chief Executive Officer

NAME OF APPLICANT/RESPONDENT: Not Applicable

DATE REPORT WRITTEN: 3 February 2020

DISCLOSURE OF FINANCIAL INTEREST: The author and authorising officer have no financial, proximity or impartiality interests in the proposal.

PREVIOUS MEETING REFERENCE: Agenda Item 11.1 (Minute No 690/2019) - Ordinary Meeting of Council 17 December 2019

Summary

The purpose of this agenda item is to report back to Council on the progress of the implementation of Council decisions.

Background

The best practice in governance supports the regular review of Council decisions to ensure that they are actioned and implemented in a timely manner.

Comment

Wherever possible, Council decisions are implemented as soon as practicable after a Council meeting. However, there are projects or circumstances that mean some decisions take longer to action than others.

This report presents a summary of the "Decision Status Reports" for Office of the CEO, Corporate Services, Infrastructure Services, Community Services and Property and Development Services.

ATTACHMENT 11.1

Consultation

Executive Management Team

Statutory Environment

Section 2.7 of the Local Government Act 1995 states:

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“Role of council

- (1) *The council —*
 (a) *governs the local government’s affairs; and*
 (b) *is responsible for the performance of the local government’s functions.*
- (2) *Without limiting subsection (1), the council is to —*
 (a) *oversee the allocation of the local government’s finances and resources; and*
 (b) *determine the local government’s policies.”*

The above section of the Act notwithstanding, there is no specific legal requirement to present such a report to Council or for Council to receive or consider such a report. Given it is always ‘received’, it could simply be provided to elected members via weekly or monthly updates, such as in the weekly Information Bulletin.

The decision to retain the report in the Council’s monthly agenda is entirely Council’s prerogative. Staff acknowledge the critical and ongoing nature of the document, in that Council ‘speaks by resolution’.

Financial Implications

There are no known financial implications for this matter

Strategic Implications

Shire of Ashburton 10 Year Strategic Community Plan 2017- 2027 (Desktop Review 2019)

Goal 05 Inspiring Governance
 Objective 4 Exemplary team and work environment

Risk Management

This item has been evaluated against the Shire of Ashburton’s Risk Management Policy CORP5 Risk Matrix. The perceived level of risk is considered to be “Low” risk and can be managed by routine procedures, and is unlikely to need specific application of resources.

Policy Implications

There are no known policy implications for this matter

Voting Requirement

Simple Majority Required

Officers Recommendation and Council Decision

MOVED: Cr L Rumble

SECONDED: Cr P Foster

That Council receive the “Council Decisions Status Reports” for the month of December 2019 and January 2020 as per ATTACHMENT 11.1.

CARRIED 9/0

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11.2 USE OF COMMON SEAL AND ACTIONS PERFORMED UNDER DELEGATED AUTHORITY FOR THE MONTH OF DECEMBER 2019 AND JANUARY 2020

MINUTE: ~~738/2020~~-02/2020

FILE REFERENCE: GV21
CM02

AUTHOR'S NAME AND POSITION: Michelle Lewis
Council Liaison Officer

Brooke Beswick
Executive Assistant

AUTHORISING OFFICER AND POSITION: Paul Sheedy
Acting Chief Executive Officer

NAME OF APPLICANT/RESPONDENT: Not Applicable

DATE REPORT WRITTEN: 3 February 2020

DISCLOSURE OF FINANCIAL INTEREST: The authors and authorising officer have no financial, proximity or impartiality interests in the proposal.

PREVIOUS MEETING REFERENCE: Not Applicable

Summary

The purpose of this agenda item is to report to Council for information, use of the Common Seal, actions performed under delegated authority requiring referral to Council and a copy of the Tender Register, for the month of December 2019 and January 2020.

Background

Council has historically sought a monthly update of the more significant activities for the organisation relative to (1) use of the Common Seal, and (2) actions performed under delegated authority requiring referral to Council as per the Shire of Ashburton Delegated Authority Register 2020.

Comment

A report on use of the Common Seal, relevant actions performed under delegated authority and the Tender Register has been prepared for Council.

**ATTACHMENT 11.2A
ATTACHMENT 11.2B**

Consultation

Relevant officers as listed in the Attachment.

Statutory Environment

Local Government Act 1995

Clause 9.3 of the Shire of Ashburton Town Planning Scheme No. 7
Delegated Authority Register

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Financial Implications

There are no known financial implications for this matter.

Strategic Implications

Shire of Ashburton 10 Year Strategic Community Plan 2017- 2027 (Desktop Review 2019)

Goal 05 Inspiring Governance
Objective 4 Exemplary team and work environment

Risk Management

This item has been evaluated against the Shire of Ashburton's Risk Management Policy CORP5 Risk Matrix. The perceived level of risk is considered to be "Low" in light of the report being for information purposes only and the risk can be managed by routine procedures, and is unlikely to need specific application of resources.

Policy Implications

ELM 13 – Affixing the Shire of Ashburton Common Seal
FIN12 – Purchasing Policy

Voting Requirement

Simple Majority Required

Officers Recommendation and Council Decision

MOVED: Cr D Diver

SECONDED: Cr R de Pledge

That with respect to the Use of Common Seal and Actions Performed under Delegated Authority for the month of December 2019 and January 2020, Council receive the reports relating to:

- 1. The use of the Common Seal as per ATTACHMENT 11.2A;**
- 2. Actions performed under delegated authority for the month as per ATTACHMENT 11.2A; and**
- 3. The Tender Register as per ATTACHMENT 11.2B.**

CARRIED 9/0

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11.3 DONATION – AUSTRALIA WIDE BUSHFIRE APPEAL

MINUTE: ~~739/2020~~ **03/2020**

FILE REFERENCE:	CR01
AUTHOR'S NAME AND POSITION:	Paul Sheedy Acting Chief Executive Officer
AUTHORISING OFFICER AND POSITION:	Paul Sheedy Acting Chief Executive Officer
NAME OF APPLICANT/RESPONDENT:	Not Applicable
DATE REPORT WRITTEN:	20 January 2020
DISCLOSURE OF FINANCIAL INTEREST:	The author has no financial, proximity or impartiality interests in the proposal
PREVIOUS MEETING REFERENCE:	Not Applicable

Summary

To consider making a donation (amount to be determined) on behalf of the Shire and community to the bushfire appeal in relation to the bushfires in the eastern part of Australia to an organisation to be decided by Council.

Background

Councillors are well aware of the devastating bushfires that have raged through New South Wales, Queensland, South Australia and Victoria.

The Western Australian Local Government Association (WALGA) following contact from a number of local governments has provided a list of organisations that are accepting donations.

Comment

WALGA has provided the following list of organisations that are accepting donations to provide aid to firefighting efforts, or to disaster relief and recovery. Some of the organisations provide the opportunity to donate directly to fire brigades. If local governments want to donate to other organisations such as wildlife rehabilitation then they are encouraged to research further.

State Fire Services and Brigades

NSW - The NSW Rural Fire Service (RFS) provides the ability to [donate](#) to the RFS as a whole, or to specific brigades.

VIC - To donate to the State's Country Fire Association, or to a specific brigade, [click here](#).

QLD - QLD Fire and Rescue advise that donations of both money and items can be made through [Givit](#)

SA - In South Australia, the Country Fire Service accepts donations through the [CFS Foundation](#)

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Disaster Relief Funds

- [Australian Red Cross Disaster Relief and Recovery Fund](#)
- [St Vincent De Paul Vinnies Bushfire Appeal](#)
- [Salvation Army Disaster Appeal](#)
- [Victorian Bushfire Appeal](#)
- [Kangaroo Island Mayor's Relief and Recovery Bushfire Fund](#)
- [Foundation for Rural and Regional Renewal Disaster Resilience and Recovery Fund](#)

There has been no amount suggested by WALGA and it's up to Council to consider and determine the amount/s it wishes to make to one or more organisations.

Should Council determine that it wishes to donate direct to bushfire brigades then the state fire service and brigades are the appropriate organisation to donate to. However, if Council prefers to make the donation to an organisation that will be assisting all those affected, including landowners, residents etc. then one or more of the Disaster Relief Fund organisations listed would be appropriate.

Consultation

Consultation has been undertaken with the Shire President and the Acting CEO

Statutory Environment

Local Government Act 1995, section 3.1(1) indicates:

General function

- (1) The general function of a local government is to provide for the good government of persons in its district.

Financial Implications

The 2019/20 adopted budget under the 'Members of Council' area has a general 'Donations from Council' (Account 10402820) of \$11,836 of which \$10,000 (Tom Price Central Primary School) has been allocated to date. Any donation amount above the remaining allocation can be managed during the budget review process.

Strategic Implications

Shire of Ashburton 10 Year Strategic Community Plan 2017-2027 (Desktop Review 2019)

Goal 05 Inspiring Governance
Objective 3 Council leadership

Risk Management

The risk to the organisation is very low as the donation would generally be looked upon favourably in the community and there is sufficient within the budget to accommodate a donation even if it results in an over expenditure on the account.

Policy Implications

There are no current policies relevant to this matter.

Voting Requirement

Absolute Majority Required

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Officers Recommendation

That with respect to a Donation – Australia Wide Bushfire Appeal, Council:

1. Agree to make a donation of \$___ to the _____.

Council Decision

MOVED: Cr P Foster

SECONDED: Cr M Gallanagh

That with respect to a Donation – Australia Wide Bushfire Appeal, Council:

1. **Agree to make a donation of \$5000 to each of the State Fire Services and Brigades;**

NSW NSW Rural Fire Service (RFS)

VIC To donate to the State's Country Fire Association, or to a specific brigade,

QLD QLD Fire and Rescue

SA South Australia, the Country Fire Service

2. **Approve a budget variation to GL10402820 to increase it to \$30,000.**

CARRIED BY ABSOLUTE MAJORITY 9/0

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11.4 CHIEF EXECUTIVE OFFICER RECRUITMENT – SELECTION PANEL

MINUTE: ~~740/2020~~ 04/2020

FILE REFERENCE:	PE23
AUTHOR'S NAME AND POSITION:	Paul Sheedy Acting Chief Executive Officer
AUTHORISING OFFICER AND POSITION:	Paul Sheedy Acting Chief Executive Officer
NAME OF APPLICANT/RESPONDENT:	Not Applicable
DATE REPORT WRITTEN:	20 January 2020
DISCLOSURE OF FINANCIAL INTEREST:	The author has no financial, proximity or impartiality interests in the proposal
PREVIOUS MEETING REFERENCE:	Agenda Item 18.4 (Minute: 707/2019) - Ordinary Meeting of Council 17 December 2019

Summary

To consider the appointment of a 'Chief Executive Officer (CEO) Selection Panel' comprising the Shire President, Deputy President and up to two Councillors and the appointed consultant, John Phillips to:

1. Travel to Perth, to determine a short list of suitable applicants for interviewing, on Monday 17 February 2020; and
2. Undertake the interviews of short listed candidates in Perth on Thursday 27 and Friday 28 February 2020 to select a successful candidate for appointment by Council to the position of Chief Executive Officer.

Background

Council at its meeting on 17 December 2019 (confidential item 18.4) resolved (minute 707/2019):

That in respect to the recruitment of a permanent Chief Executive Officer, Council:

1. *Appoint John Phillips Consulting to undertake the process on behalf of Council for the recruitment of the new Chief Executive Officer as per the submission dated 28 November 2019 for a fee of \$7,650 (incl. GST) plus other fees and disbursements (advertising, travel, accommodation etc.) at cost.*
2. *Delegate authority to the Acting Chief Executive Officer to prepare the following aspects of the CEO recruitment, in consultation with the President and Deputy President:*
 - a. *The Position Description, information package and salary package;*
 - b. *The advertisements;*

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- c. Any other preliminary documentation required by John Phillips Consulting in order to commence the advertising of the vacancy.*

Comment

Advertising for the CEO position commenced on Saturday 18 January 2020 in The West Australian newspaper and several others on the recommendation of the consultant, with the closing date for applications being 7 February 2020.

At this time a preliminary time slot has been allocated during the February Council day for the consultant to telephone in and provide Councillors with a summary on the number of applications received etc., but this will be subject to confirmation prior to the meeting.

In order to be in a position to have the consultant make a recommendation to the March 2020 Council meeting, and potentially attend the meeting there is a need to have a fairly tight timeframe to complete the short listing, interviews and referee checks and then allow the consultant to have some preliminary contract negotiations with the preferred candidate before the March 2020 Council meeting.

It was considered more efficient and confidential to fly the three or four Councillors down to Perth rather than fly all interview candidates up to Tom Price, as they would potentially all arrive and leave on the same flight. Councillors are encouraged to only nominate for the 'CEO Selection Panel' if they are available for the three days in Perth.

Consultation

Consultation has been undertaken with the Shire President and consultant, John Phillips

Statutory Environment

Local Government Act 1995 as Amended

S5.36 (1) (a) requires a local government to appoint a person in the position of Chief Executive Officer.

S5.36 (2) requires the local government to be satisfied the CEO is suitably qualified and is satisfied with the provisions of the employment contract.

S5.17 Council can delegate certain powers and duties to a Committee of Council

S5.42 Council can delegate certain powers and functions to the CEO

Financial Implications

The recruitment of a new CEO is likely to cost in the vicinity of \$30,000 including the costs associated with the recommendations of this report. These costs can be accommodated within the current 2019/20 Budget.

Additional costs will be incurred in regards to travel, airfares, accommodation, meals etc. for the 'CEO Selection Panel' Councillors to travel to Perth to undertake the shortlisting and interviewing of selected candidates. These costs can be accommodated within the current 2019/20 Budget.

Strategic Implications

Shire of Ashburton 10 Year Strategic Community Plan 2017-2027 (Desktop Review 2019)

Goal 05	Inspiring Governance
Objective 3	Council leadership
Objective 4	Exemplary team and work environment

Shire of Ashburton Corporate Business Plan 2019 – 2023 (Service Delivery)

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Goal 5	Inspiring Governance
Strategy 04	Exemplary team work and environment
Desired Outcome	Highly-functioning Shire team that effectively manages the Shires resources to build strong communities.

Risk Management

The timely recruitment of a permanent CEO is paramount to ensure Council achieves its goals and objectives. There is a slight risk that an appointment will not be made in the first round of advertising placing undue pressure on the organisation to cover the vacancy.

Policy Implications

The recommendations of this report have no policy implications on the Shire.

Voting Requirement

Simple Majority Required

Officers Recommendation

That with respect to the Chief Executive Officer Recruitment - Selection Panel, Council

1. Appoint the President, Deputy President and Councillors;

_____ and _____ to form the 'CEO Selection Panel, with consultant, John Phillips to:

- i. Undertake the shortlisting of suitable applicants in Perth on 17 February 2020, following the close of applications on 7 February 2020;
- ii. Undertake the interviewing of selected short listed applicants in Perth on 27 and 28 February 2020; and
- iii. Recommend a preferred candidate, for consideration by Council at the 10 March 2020 Council Meeting, to be appointed to the position of Chief Executive Officer, Shire of Ashburton.

Council Decision

MOVED: Cr D Diver

SECONDED: Cr L Rumble

That with respect to the Chief Executive Officer Recruitment - Selection Panel, Council

1. Appoint the President, Deputy President and Councillors;

Cr Foster and Cr Rumble (Cr Rumble to be confirmed) to form the 'CEO Selection Panel, with consultant, John Phillips to:

- i. Undertake the shortlisting of suitable applicants in Perth on 19 February 2020, following the close of applications on 7 February 2020;
- ii. Undertake the interviewing of selected short listed applicants in Perth on 27 and 28 February 2020; and
- iii. Recommend a preferred candidate, for consideration by Council at the 10 March 2020 Council Meeting, to be appointed to the position of Chief Executive Officer, Shire of Ashburton.

CARRIED 9/0

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12. CORPORATE SERVICES REPORTS

12.1 MONTHLY FINANCIALS AND SCHEDULE OF ACCOUNTS PAID

MINUTE: ~~741/2020~~ ~~05/2020~~

FILE REFERENCE:	FM03
AUTHOR'S NAME AND POSITION:	John Bingham Director Corporate Services
AUTHORISING OFFICER AND POSITION:	Paul Sheedy Acting Chief Executive Officer
NAME OF APPLICANT/RESPONDENT:	Not Applicable
DATE REPORT WRITTEN:	20 January 2020
DISCLOSURE OF FINANCIAL INTEREST:	The author and authorising officer have no financial, proximity or impartiality interests in the proposal.
PREVIOUS MEETING REFERENCE:	Not Applicable

Summary

In accordance with *Regulation 34 of the Local Government (Financial Management) Regulations 1996*, the Shire is to prepare a monthly Statement of Financial Activity for consideration by Council.

The Financial Reports for December 2019 and January 2020 are presented with comments on variances for Actuals to 2019/20 Budget amounts.

Background

Regulation 34 of the Local Government (Financial Management) Regulations 1996 requires the Shire to prepare a monthly statement of Financial Activity for consideration by Council as well as Budget Amendment Register and Schedule of Accounts and Credit Card payments.

A 2019/20 Capex Tracker is also available as part of the Monthly Reports.

**ATTACHMENT 12.1A
ATTACHMENT 12.1B
ATTACHMENT 12.1C
ATTACHMENT 12.1D**

Comment

There are no budget variations recommended for January 2020 given the annual Budget review.

Change to the reported Month

Each month ledger reconciliations and financial statements are prepared by the finance team *after* months end with the first week of the next month required to check accuracy and reliability of those figures to be reported.

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In 2019 this reporting process worked reasonably well due to nine out of the twelve Ordinary Meetings of Council (OMC) being scheduled for the 2nd or 3rd week of every month. For 2020 this has changed. The Council Meetings and Agenda Preparation Schedule for 2020 sees one meeting in December held in the 3rd week of the month and the remainder to be held within the first two weeks. As a result finance staff do not have sufficient time to prepare and finalise accurate and reliable reports for presentation to Council.

Regulation 34 section (4) of the *Local Government (Financial Management) Regulations 1996* requires 'a statement of financial activity to be presented at an ordinary meeting of the council within 2 months after the end of the month to which the statement relates.'

In 2019 the Statement of Financial Activity presented at the Council meetings was for the month prior e.g. February meeting would report January figures, March meeting would report February and so on. Given the reasons outlined above it is proposed the February meeting reports be for the month *preceding the month prior* i.e. the December 2019 financials. For the March 2020 OMC the finance reports will be for January 2020 and so on for the remainder of the year (April reports showing February figures, May reports showing March figures etc.).

Consultation

Executive Management Team
Finance Team

Statutory Environment

Section 6.4 Local Government Act 1995, Part 6 Financial Management, and Regulation 34 Local Government (Finance Management) Regulation 1996.

The Local Government Act 1995 Part 6 Division 4 s 6.8 (1) requires the local government not to incur expenditure from its Municipal Fund for an additional purpose except where the expenditure

(b) Is authorised in advance by resolution*

"Additional purpose" means a purpose for which no expenditure estimate is included in the local government's annual budget.

*requires an absolute majority of Council.

Financial Implications

Financial implications and performance to budget are reported to Council on a monthly basis.

Strategic Implications

Shire of Ashburton 10 Year Strategic Community Plan 2017-2027 (Desktop Review 2019)

Goal 05 Inspiring Governance
Objective 4 Exemplary team and work environment

Risk Management

This item has been evaluated against the Shire of Ashburton's Risk Management Policy CORP5 Risk Matrix. The perceived level of risk is considered "Low" and can be managed by routine procedures, and is unlikely to need specific application of resources.

Policy Implications

There are no known policy implications for this matter.

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Voting Requirement
Absolute Majority Required

Officers Recommendation and Council Decision

MOVED: Cr D Diver

SECONDED: Cr L Rumble

That with respect to the Monthly Financials and Schedule of Accounts Paid, Council:

- 1. Receive the Financial Report for January 2020 ATTACHMENT 12.1A;**
- 2. Receive the Capital Expenditure Progress Tracker for January 2020 ATTACHMENT 12.1B;**
- 3. Receive the Budget Amendment Register as at 31 January 2020 ATTACHMENT 12.1C; and**
- 4. Receive the Schedule of Accounts and Credit Card payments made in December 2019 and January 2020 (approved by the Chief Executive Officer in accordance with delegation DA03-1 Payments from Municipal Fund and Trust Funds) ATTACHMENT 12.1D.**

CARRIED BY ABSOLUTE MAJORITY 9/0

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12.2 AWARD OF REQUEST FOR TENDER (RFT) 19.19 ICT STRATEGIC REVIEW AND SERVICE DELIVERY

MINUTE: ~~742/2020~~ **06/2020**

FILE REFERENCE:	CM09.19
AUTHOR'S NAME AND POSITION:	John Bingham Director Corporate Services
AUTHORISING OFFICER AND POSITION:	Paul Sheedy Acting Chief Executive Officer
NAME OF APPLICANT/ RESPONDENT:	Not Applicable
DATE REPORT WRITTEN:	20 January 2020
DISCLOSURE OF FINANCIAL INTEREST:	The author and the authorising officer have no financial, proximity or impartiality interests in this report.
PREVIOUS MEETING REFERENCE:	Not Applicable

Summary

Request for Tender (RFT) 19.19 Information and Communication Technology (ICT) – Strategic Review and Service Delivery was issued via the Shire's e-tendering portal Tender-Link on 23 November 2019 to Thursday 12 December 2019 and advertised via state wide public notice in The West Australian Newspaper on the 23 November 2019.

Six tenders (two non-compliant) were received in response to the RFT 19.19. The evaluation panel has completed its assessment of the submissions and makes its recommendation.

Council is requested to authorise the engagement of the preferred contractor to commence in February 2020.

Background

The Shire of Ashburton 'ICT Strategy 2018-22' (*the Strategy*) outlines how the Shire will align its investment in ICT with its business objectives, while ensuring community expectations are met. As part of this investment the Shire now seeks to engage a suitably qualified and experienced organisation to provide expert advice and services to deliver the Shire's technology needs. This will include providing advice in terms of strategy and a roadmap for transformation to an agreed future state.

Comment

The service will be a provision of best advice to inform and update the Shires strategy and cover:

- The architecture, functioning, security and fragility of the Shire's ICT system that specifically includes:
 - Physical infrastructure including the collection, storage and use of information;
 - Communications including connectivity, accessibility and reliability;

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- Technology including infrastructure and architecture in terms of function and compatibility; and
- Software in terms of functionality, cohesiveness, integration and fitness for purpose.

Subject to a review of the current system a tailored range of required services will be provided that will include daily management of the ICT function during and post transition to a future state.

- Onsite and remote support;
- Managed Services;
- Cloud Solutions;
- Data Communications; and
- Telephony Services

Selection Criteria

In line with FIN12 Purchasing Policy, the advertised selection criteria is as follows:

Criteria	Weighting
Relevant Experience	25%
Key Personnel	10%
Past Company Performance	15%
Resources, Plant and Equipment	5%
Methodology/Quality and OHS Systems/Life Cycle/Risk Management	5%
Price	40%

Only tenders that meet the initial compliance criteria are deemed compliant for assessment against the selection criteria and value for money.

The evaluation and recommendation report, including the overall evaluation scores and rankings, is attached as a confidential item.

CONFIDENTIAL ATTACHMENT 12.2

Consultation

Executive Management Team
ICT Specialist
Co-ordinator Business Improvement
Senior Procurement Officer
Workshop held with Council

Statutory Environment

Local Government Act 1995 Section 3.57. Tenders for providing goods or services

- (1) *A local government is required to invite tenders before it enters into a contract of a prescribed kind under which another person is to supply goods or services.*
- (2) *Regulations may make provision about tenders.*

Local Government Act 1995 Section 5.23. Meetings generally open to public

- (2) *If a meeting is being held by a council or by a committee referred to in subsection (1)(b), the council or committee may close to members of the public the meeting, or part of the meeting, if the meeting or the part of the meeting deals with any of the following —*
 - (c) *A contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting;*

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Local Government (Functions and General) Regulations 1996

- (1) *Tenders are to be publicly invited according to the requirements of this Division before a local government enters into a contract for another person to supply goods or services if the consideration under the contract is, or is expected to be, more, or worth more, than \$150,000 unless sub-regulation (2) states otherwise.*
- (2) *Tenders do not have to be publicly invited according to the requirements of this Division if:*
 - (a) *the supply of the goods or services is to be obtained from expenditure authorised in an emergency under section 6.8(1)(c) of the Act; and*
 - (b) *the supply of the goods or services is to be obtained through the WALGA Preferred Supplier Program.*

Financial Implications

The budgeted provision for the multi-year contract (3 years duration from 1 March 2020 to 28 February 2023) is \$560,055 (excl. GST). A budget variation of \$85,000 to GL no. 040512 - Computer Expenses is recommended as part of the 2019/20 Budget Review.

Strategic Implications

Shire of Ashburton 10 Year Strategic Community Plan 2017-2027 (Desktop Review 2019)

Goal 04 Quality Services and Infrastructure
Objective 1 Quality Public Infrastructure

Shire of Ashburton Corporate Business Plan 2019

Goal 5 Inspiring Governance
Objective 5.1 Effective Planning for the Future

Risk Management

This item has been evaluated against the Shire of Ashburton's Risk Management Policy CORP5 Risk Matrix. The perceived level of risk from the Risk Matrix is "Minor (3)" considering the potential impacts to natural environment and project items, time and cost. As the Risk Acceptance is "Minor", the Acting Director Infrastructure Services will monitor progress of this item.

Policy Implications

Policy FIN12 Purchasing Policy

This Policy outlines how the Shire of Ashburton will deliver best practice in the purchasing of goods, services and works that align with the principles of transparency, probity and good governance whereby establishing efficient, effective, economical and sustainable procedures in all purchasing activities. This Policy was used to undertake the procurement process through a publicly advertised RFT.

Voting Requirement

Simple Majority Required

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Officers Recommendation and Council Decision

MOVED: Cr L Rumble

SECONDED: Cr P Foster

That with respect to Award of Request for Tender (RFT) 19.19 ICT Strategic Review and Service Delivery, Council:

- 1. Resolve that Report CONFIDENTIAL ATTACHMENT 12.2 is confidential in accordance with s5.23 (2) of the *Local Government Act 1995* because it deals with matters affecting s5.23 (2) (c):

“a contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting;”**
- 2. Note the attached Evaluation report CONFIDENTIAL ATTACHMENT 12.2.**
- 3. Award RFT 19.19 ICT Strategic Review and Service Delivery for \$560,055 excluding GST to Fourier Technologies Pty Ltd for a 3 year period between 1 March 2020 to 28 February 2023;**
- 4. Authorise the Acting Chief Executive Officer to enter into a contract with the preferred contractor; and**
- 5. Authorise the Acting Chief Executive Officer to manage the contract, including the provision of possible variations, providing the variation is necessary in order for the goods or services to be supplied and does not change the scope of the contract and managed within the overall budget for the project.**

CARRIED 9/0

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12.3 REVIEW OF 2018-19 INDEPENDENT AUDIT REPORT

MINUTE: ~~743/2020~~ 07/2020

FILE REFERENCE:	FM09
AUTHOR'S NAME AND POSITION:	John Bingham Director Corporate Services
AUTHORISING OFFICER AND POSITION:	Paul Sheedy Acting Chief Executive Officer
NAME OF APPLICANT/ RESPONDENT:	Not Applicable
DATE REPORT WRITTEN:	20 January 2020
DISCLOSURE OF FINANCIAL INTEREST:	The author and the authorising officer have no financial, proximity or impartiality interests in the proposal.
PREVIOUS MEETING REFERENCE:	Agenda Item 11.4 (Minute No. 693/2019) – Ordinary Meeting of Council 17 December 2019

Summary

Council is requested to endorse the 2018/19 Annual Report.

Background

At the 17 December 2019 Audit and Risk Committee Meeting (ARCM) the Office of Auditor General (OAG) and RSM Auditors (RSM) conducted an Exit Meeting via teleconference. The purpose of the meeting was to brief the committee on results of the audit as disclosed in their Audit Closing Report.

ATTACHMENT 12.3A

Key deliverables were:

- **Annual financial statements audit report** - an Independent Audit Report issuing Council with an *unqualified audit opinion* on the 2018/19 Financial Reports i.e. the financial statements are free from material misstatement whether due to fraud or error;
- **Other legal and regulatory requirements audit** - a report on compliance with requirements of the *Local Government Act 1995 ("the Act")* or *Local Government (Financial Management) Regulations 1996 ("the Financial Management Regulations")*. The auditors noted two material matters indicating non-compliance with part 6 of *the Act*, *the Financial Management Regulations* or applicable financial controls of any other written law;
- **Management letters** – four control weaknesses were identified during the 30 June 2019 audit of the Shire.

Following on from this the Office of Auditor General made available on 20 December 2019 the 2018/19 Independent Audit Report, Management Letter and Financial Statements.

ATTACHMENT 12.3B

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**ATTACHMENT 12.3C
ATTACHMENT 12.3D**

Comment

It is a requirement of section 5.54 (1) of *the Act* that the annual report for a financial year be accepted by the local government no later than 31 December after that financial year (*Absolute majority required*). In the event this is not possible, as was the case this year, according to section 5.54 (2) of *the Act*, Council can accept the report for the financial year no later than two months after the auditor's report becomes available.

This auditor's report became available on 20 December 2019 giving Council until 20 February 2020 to accept the report for the financial year.

The 2018/19 Financial Ratios (note.33) are healthy with six out of the seven meeting the Department of Local Governments required standards.

Consultation

Executive Management Team
Finance Team and Manager
Office of Auditor General
RSM Australia (Auditor)

Statutory Environment

The Shire is required to prepare an Annual Report for each financial year in accordance with Part 5 Division 5 of *the Act*. The Report is to be accepted no later than 31 December by an absolute majority in accordance with section 5.54 of *the Act*. Section 7.12 of the *Act* also applies:

7.12A. Duties of local government with respect to audits

- (1) *A local government is to do everything in its power to —*
 - (a) *assist the auditor of the local government to conduct an audit and carry out his or her other duties under this Act in respect of the local government; and*
 - (b) *ensure that audits are conducted successfully and expeditiously.*
- (2) *Without limiting the generality of subsection (1), a local government is to meet with the auditor of the local government at least once in every year.*
- (3) *A local government is to examine the report of the auditor prepared under section 7.9(1), and any report prepared under section 7.9(3) forwarded to it, and is to —*
 - (a) *determine if any matters raised by the report, or reports, require action to be taken by the local government; and*
 - (b) *ensure that appropriate action is taken in respect of those matters.*
- (4) *A local government is to —*
 - (a) *prepare a report on any actions under subsection (3) in respect of an audit conducted in respect of a financial year; and*
 - (b) *forward a copy of that report to the Minister, by the end of the next financial year, or 6 months after the last report prepared under section 7.9 is received by the local government, whichever is the latest in time*

Financial Implications

Outcomes of the Report will influence the current Budget as well as the Long Term Financial Plan.

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Strategic Implications

Shire of Ashburton 10 Year Strategic Community Plan 2017-2027 Desktop Review

Goal 04 Quality Services and Partnerships
Objective 1 Quality public infrastructure

Risk Management

Adoption of this item has been evaluated against the Shire of Ashburton's Risk Management Policy CORP5 Risk Matrix. The perceived level of risk is considered to be "Low" and can be managed by routine procedures, and is unlikely to need specific application of resources.

Policy Implications

There are no known policy implications for this matter.

Voting Requirement

Absolute Majority Required

Officers Recommendation and Council Decision

MOVED: Cr P Foster

SECONDED: Cr M Lynch

That with respect to the Review of 2018-19 Independent Audit Report and Management letter, Council;

- 1. Accept the 2018/19 Annual Financial Report (ATTACHMENT 12.3D); and**
- 2. Accept the Independent Auditors Report to the Electors of the Shire of Ashburton for the year ended 30 June 2019 (ATTACHMENT 12.3B).**

CARRIED BY ABSOLUTE MAJORITY 9/0

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12.4 2019/20 ANNUAL BUDGET REVIEW

MINUTE: ~~744/2020~~ 08/2020

FILE REFERENCE:	GV04
AUTHOR'S NAME AND POSITION:	Geoff Garside Manager Finance and Administration
AUTHORISING OFFICER AND POSITION:	John Bingham Director Corporate Services
NAME OF APPLICANT/RESPONDENT:	Not Applicable
DATE REPORT WRITTEN:	5 February 2020
DISCLOSURE OF FINANCIAL INTEREST:	The author and the authorising officer have no financial, proximity or impartiality interests in the proposal.
PREVIOUS MEETING REFERENCE:	Not Applicable

Summary

This item presents the 2019/20 Annual Budget Review ("the Review") in accordance with the *Local Government Act (Financial Management) Regulations 1996*.

Throughout the July to December 2019 reporting period the budget has been amended for variations as part of the Monthly Finance Report. This Review recommends additional budget variations in consideration of the Shire's financial performance, financial position and outcomes that are forecast for the end of 2019/20.

A key focus of the report is the Capital Expenditure program of 126 projects including the status and recommended variations for each.

Background

The *Local Government Act 1995* and Regulation 33A of the *Local Government (Financial Management) Regulations 1996* requires that a Local Government undertake a review of its annual budget for that year between 1 January and 31 March.

The budget review must then be submitted to the Department of Local Government and Communities (DLGC) within 30 days after Council has made its determination. The DLGC does not prescribe a format for the budget review, however the Regulations prescribe that the review must:

- (a) consider the local government's financial performance in the period beginning on 1 July and ending no earlier than 31 December in that financial year; and
- (b) consider the local government's financial position as at the date of the review; and
- (c) review the outcomes for the end of that financial year that are forecast in the budget.

Council is to consider the review and is to determine whether or not to adopt the review, any parts of the review or any recommendations made in the review.

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Comment

Key features of the Review include the following:

- **Surplus Brought Forward:** The 2019/20 budgeted surplus brought forward from 2018/19 was \$9,684,911. After completion of the 2018/19 audit the actual brought forward figure was \$8,759,578 representing a decrease of \$925,333 to the opening position. This was mainly due to an increase in creditors of \$1,518,595.
- **Operations:** Overall, the net funds required for operations for 2019/20 is reducing by \$716k (after removing the impact of changes to depreciation of assets – a non-cash item). A significant component of this is savings from employee costs due to unfilled positions (\$476k across all Directorates).

Key areas of the recommended budget variations by Directorate are as follows:

- Chief Executive Officer's Office **(\$528k)**
 - **(\$167k)** Employee costs – underspend.
 - **(\$183k)** Tourism & Area Promotion – increase of \$103k for Onslow Water Tank Murals is offset by a Mural Grant of \$30k and reduction in Consultants **(\$155k).**
 - **(\$142k)** Recruitment – underspend.
 - **(\$36k)** Other general savings
- Corporate Services \$659k
 - **(\$277k)** Employee costs – underspend.
 - **(\$185k)** Interest Earnings – increase on budget.
 - \$1m Rates revenue decrease due to fluctuations in valuations.
 - \$85k IT Shared Services provider contract.
- Community Services **(\$209k)**
 - **(\$72k)** Employee costs – underspend.
 - **(\$75k)** Increase in funding from Partnerships and Grants.
- Property and Development Services **(\$126k)**
 - \$343k Employee costs – includes increase of +\$100k for salaries for the Aboriginal Environment Health program, which is more than offset by increased grant funding of \$133k.
 - **(\$185k)** Grant funding increase (including \$133k for aboriginal environment health program).
 - **(\$57k)** Building licence revenue increased.
 - **(\$227k)** Other general savings.

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- Infrastructure (\$789k)
 - (\$303k) Employee costs – underspend.
 - \$443k Rural Access Roads.
 - (\$384k) Grants funding and income – increase in funding includes Roads-to-Recovery (\$147k) and Tom Price Pump Track (\$237k).
 - (\$154k) Sanitation – operating expenditure is forecast to reduce (\$114k) and revenue is to increase (\$40k).
 - (\$359k) Other general savings.
- **Capital Expenditure:** The Review recommends reducing the overall capital expenditure budget by \$1.47m. In part, this is related to a net reduction of \$1.12m in the estimated grants and contributions available to fund projects included in the original budget. The major changes recommended are:
 - Property and Development Services
 - (\$120k) TP Town Centre Refurbishment.
 - \$120k Shire Sculptures and Memorials (Paraburdoo).
 - (\$500k) Bowling Club Upgrade – external funding not available.
 - (\$100k) ANZAC Memorial - external funding not available.
 - \$450k Staff Housing – purchase of land.
 - Infrastructure
 - (\$520k) Rural Sealed Roads Renewal.
 - (\$650k) Doradeen Rd/West Rd Culvert Upgrade - funding not secured.
 - (\$230k) Plant Replacement Program.
 - \$455k Airport X-ray and Scanning Equipment - \$405k grant secured.
- **Capital Grants and Contributions:** A net reduction of \$1.12m of budgeted grants and contributions for capital projects has been included in the budget review. The recommended changes are:
 - (\$260k) Contributions for TP Diamond projects not secured. These are now funded from Municipal Funds.
 - (\$650k) Doradeen Rd/West Rd Culvert Upgrades – funding contributions not secured.
 - \$405k Airport Security Scanning equipment - grant funding has been approved from the Commonwealth Government.
- **Reserves:** The balance of the Reserves will increase by \$1.74m. This is due to:
 - \$547k Transfers from Reserves will reduce overall to fund specific projects and balance Airport operations. A summary is attached.
 - \$1.19m Transfers to Reserves will increase.
 - \$443k Plant Replacement Reserve – increase to fund future replacements
 - \$796k Infrastructure Reserve – increase to fund deferred projects.
- **Loan Funding:** Funding from new loans is recommended to reduce by \$521k as follows:
 - The requirement for the new loan to fund the Shire's contribution to the Pilbara Underground Power Project (Onslow) has dropped by \$479k to \$521k.

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- The requirement for the new loan to fund part of the Shire's contribution to the CHUB (Paraburdoo) has dropped by \$42k to \$684k.
- **Surplus:** The Mid-Year Budget Review maintains a budgeted surplus of Municipal Funds at \$1.5M.

The full list of recommended budget variations for the 2019/20 Annual Budget Review is attached.

ATTACHMENT 12.4

Consultation

Executive Management Team
Finance Team

Statutory Environment

The *Local Government Act 1995* requires that a budget review be undertaken each financial year, in the period between January and March of a financial year.

Regulation 33A of the *Local Government (Financial Management) Regulations 1996* requires:

- (1) *Between 1 January and 31 March in each financial year a local government is to carry out a review of its annual budget for that year.*
- (2A) *The review of an annual budget for a financial year must —*
 - (a) *consider the local government's financial performance in the period beginning on 1 July and ending no earlier than 31 December in that financial year; and*
 - (b) *consider the local government's financial position as at the date of the review; and*
 - (c) *review the outcomes for the end of that financial year that are forecast in the budget.*
- (2) *Within 30 days after a review of the annual budget of a local government is carried out it is to be submitted to the council.*
- (3) *A council is to consider a review submitted to it and is to determine* whether or not to adopt the review, any parts of the review or any recommendations made in the review.*
**Absolute majority required.*
- (4) *Within 30 days after a council has made a determination, a copy of the review and determination is to be provided to the Department.*

Financial Implications

The 2019/20 Budget has been guided by the Long Term Financial Plan and this review maintains that guidance. The forecast surplus of \$1,500,000 is retained in the Budget Review.

Strategic Implications

Shire of Ashburton 10 Year Strategic Community Plan 2017-2027 (Desktop Review 2019)

Goal 05 Inspiring Governance
Objective 4 Exemplary team and work environment

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Risk Management

Adoption of this item has been evaluated against the Shire of Ashburton's Risk Management Policy CORP5 Risk Matrix. The perceived level of risk is considered to be "Medium" risk and will be managed by specific monitoring and response procedures.

Policy Implications

There are no known policy implications for this matter.

Voting Requirement

Absolute Majority Required

Council Decision

MOVED: Cr M Gallanagh

SECONDED: Cr P Foster

That Council suspend Standing Orders at 1.28 pm.

CARRIED 9/0

Phone line drop out 1.43 pm, meeting was adjourned at 1.45 pm to rectify.

The meeting resumed at 1.49 pm.

Council Decision

MOVED: Cr L Rumble

SECONDED: Cr R de Pledge

That Council resume Standing Orders at 1.52 pm.

CARRIED 9/0

Officers Recommendation

That with respect to the 2019/20 Annual Budget Review, Council:

1. Adopt the recommended budget variations per ATTACHMENT 12.4 and approve the 30 June 2020 forecast.

Council Decision

MOVED: Cr P Foster

SECONDED: Cr M Lynch

That with respect to the 2019/20 Annual Budget Review, Council:

1. **Adopt the recommended budget variations per ATTACHMENT 12.4 and approve the 30 June 2020 forecast.**

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- 2. Note that the Shire of Ashburton does not have a current Workforce Plan and urgently request that the Acting CEO progress its development in consultation with Council with a report back to Council by the December 2020 Meeting.**

CARRIED BY ABSOLUTE MAJORITY 9/0

UNCONFIRMED MINUTES

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12.5 PROPOSED SCHEDULE OF DATES FOR ADOPTION OF THE 2020/21 BUDGET

MINUTE: ~~745/2020~~ 09/2020

FILE REFERENCE:	GV03
AUTHOR'S NAME AND POSITION:	John Bingham Director Corporate Services
AUTHORISING OFFICER AND POSITION:	Paul Sheedy Acting Chief Executive Officer
NAME OF APPLICANT/RESPONDENT:	Not Applicable
DATE REPORT WRITTEN:	20 January 2020
DISCLOSURE OF FINANCIAL INTEREST:	The author and the authorising officer have no financial, proximity or impartiality interests in the proposal.
PREVIOUS MEETING REFERENCE:	Not Applicable

Summary

For 2019/20 Councils Budget process was brought forward a month (adoption on 17 July 2019) to avoid unnecessary delay and provide staff more time in their financial year to implement programs, especially capital works. Also early adoption of the budget aligns with neighboring local governments in the Pilbara.

This report proposes a timeline for the 2020/21 Budget process and gives Council the opportunity to adopt the Budget at a special meeting in June 2020.

Background

All local governments are required to adopt an Annual Budget in accordance with Part 6, Division 2 of the *Local Government Act 1995* ('the Act'), Part 3 of the *Local Government (Financial Management) Regulations 1996*, Australian Accounting Standards (AASB) and the Australian Accounting Standards Board Interpretations (AASBI) which replaces the Urgent Issues Group Interpretations (UIG).

Section 6.2(1) of the Act states Council is to adopt the Budget during the period 1 June to 31 August or seek an extension from the Minister. In accordance with the Act a local government must adopt its budget by 31 August each year. An important part of the budgeting process is early and thorough preparation and planning. The objective of early preparation is to:

- inform staff, management and councillors of the process and their respective roles; and
- ensure there is sufficient emphasis on program objectives and outputs rather than the previous year's activities and inputs.

Comment

For 2019/20 Council's budgetary procedures again revolved around the rate-setting process. Each year formulating the Rating Strategy requires considerable time and resources when finalising:

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- Rating categories and structure;
- Rate modelling;
- Preparation of Council's Objects and Reasons (Notice of Intention to Levy Differential Rates);
- Inviting and receiving submissions from property holders;
- Community consultation; and
- Application to the Minister.

In addition to the rate-setting process, workshops and planning sessions with Councillors, Executive and Managers are required to be reviewed in the following areas:

- Plan for the Future (Long Term Financial Plan) – major review in 2020;
- Corporate Planning (Corporate Business Plan) – desktop review;
- Capital Works Program based on long term asset management plans – including those already adopted by Council in 2019;
- Confirmation of grants for both capital and operational requirements;
- Proposed Fees and Charges for the next twelve months;
- Recurring operating income and expenditure including preparation of detailed salary and wages schedules etc.; and
- Projected cash-flows.

Given the level of forward planning involved to reach budget adoption, early notification is provided for Councillors to allow re-scheduling of 2020/21 timetables.

It should be noted the following calculations will have to be prepared and calculated on available estimates:

- determination of the opening current position from the previous financial year;
- identifying any carry over projects into the new financial year;
- flagging committed funds and excluding these from the brought forward balance in the determination of the current position;
- establishing if there is a budget deficit or surplus to be carried forward restricted to the prescribed amount

The proposed program of planning sessions and reports is proposed for the 2020/21 Budget process:

Council Meeting	Location	Workshop	Agenda Item
Tuesday 10 March 2020	Onslow	Capex / Grants	Nil
Tuesday 14 April 2020	Tom Price	Rating Strategy	Proposed Differential Rates and Objects and Reasons
Tuesday 12 May 2020	Onslow	LTFP Fees & Charges Employee Costs	LTFP Fees & Charges Nil

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Tuesday 9 June 2020	Paraburdoo	Draft Budget	Review submissions and set Differential Rates Schedule Special Meeting (SCM)
SCM mid to late June 2020	Tom Price	Nil	Adopt Budget

Consultation

Executive Management Team

Statutory Environment

Local Government Act 1995 Part 6

Financial Implications

The 2018/19 audited financial reports confirmed a surplus brought forward of \$8,759,579. The 2019/20 budgeted amount brought forward was \$9,684,911. A negative variance of \$925,332 will therefore be required in the 2019/20 budget review. This outcome highlights one of the consequences of forecasting the opening current position when the budget is adopted early (i.e. pre 30 June).

Strategic Implications

There are no known strategic implications for this matter

Risk Management

Adoption of this item has been evaluated against the Shire of Ashburton's Risk Management Policy CORP5 Risk Matrix. The perceived level of risk is considered to be "Low" risk and can be managed by routine procedures, and is unlikely to need specific application of resources.

Policy Implications

There are no known financial implications for this matter

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Voting Requirement
Simple Majority Required

Officers Recommendation and Council Decision

MOVED: Cr P Foster

SECONDED: Cr L Rumble

That with respect to the Proposed Schedule of Dates for Adoption of the 2020/21 Budget, Council:

- 1. Agree to the following proposed dates for planning sessions and reports per the following Timetable:**

Council Meeting	Location	Workshop	Agenda Item
Tuesday 10 March 2020	Onslow	Capex / Grants	Nil
Tuesday 14 April 2020	Tom Price	Rating Strategy	Proposed Differential Rates plus Objects and Reasons
Tuesday 12 May 2020	Onslow	LTFP Review Fees & Charges	LTFP Review Fees & Charges
Tuesday 9 June 2020	Paraburdoo	Draft Budget	Review submissions plus set Differential Rates Schedule Meeting of Special Council (SMC)
SMC - mid to late June.	Tom Price	Nil	Adopt Budget

CARRIED 9/0

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12.6 CHANGING METHOD OF VALUATION – UV TOURISM

MINUTE: ~~746/2020~~–10/2020

FILE REFERENCE:	RV01
AUTHOR'S NAME AND POSITION:	John Bingham Director Corporate Services
AUTHORISING OFFICER AND POSITION	Paul Sheedy Acting Chief Executive Officer
NAME OF APPLICANT/RESPONDENT:	Not Applicable
DATE REPORT WRITTEN:	20 January 2020
DISCLOSURE OF FINANCIAL INTEREST:	The author and authorising officer have no financial, proximity or impartiality interests in the proposal.
PREVIOUS MEETING REFERENCE:	Not Applicable

Summary

The current 'UV – Tourism' rating category applies to four tourism businesses located within the district. Each property is currently rated using unimproved valuations however each is predominantly used for providing tourism and accommodation services.

It is recommended Council approve an application to the Minister to change the method of valuation for 'UV – Tourism' so tourism operators are: (i) valued on a GRV basis; and (ii) rated in the 'GRV - Commercial / Industrial / Tourism' category.

Background

There are several steps in the process of changing the method of valuation of land for rating purposes.

1. *Reviewing predominant land use* – the *Local Government Act 1995* ("the Act") does not define the term 'predominant'. Consequently, an assessment has to be made on a case by case basis as a question of fact and degree.
2. *Consulting affected parties* – correspondence with the Valuer General (VG) to obtain indicative valuations to model the effects of the changes and to in turn inform property holders of these effects and invite a submission to be made to Council for consideration.
3. *Changing the method of valuation* – a recommendation to Council to consider the proposed change prior to application to the Minister for a decision.

ATTACHMENT 12.6A

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Comment*Reviewing predominant land use*

The four properties are located on Thevenard Island, Direction Island, Karijini and Wilderness Island.

Table 1 – UV Tourism properties

Description	Owner	Lot no.	Size
Direction Island	Mackerel Islands P/L	44	1.138 ha
Karijini Eco Village	Gumala Enterprises P/L	126	68.1 ha
Thevenard Island	Mackerel Islands P/L	134	11 ha
Wilderness Island	Mr. J Alston	304	2 ha

Each of the four properties in the 'UV –Tourism' category the activity is tourism operations and not rural. Regardless of the location, properties not used for rural purposes should be valued on a Gross Rental Value (GRV) basis.

Consulting affected parties

The impact of changing valuation methods to GRV is based on indicative values provided by the VG.

ATTACHMENT 12.6B

For 2019/20 the four properties yielded a rate revenue total of \$58,311. Details of the rate applied are as follows:

Rates in the dollar	Average Rate yield	Highest Yield	Lowest Yield
16.9018c	\$14,578	\$33,803	\$3,380

Table 2 – Indication of the overall impact of change to GRV

Description	Current UV	2019/20 Rate in \$	Current Rates	Indicative GRV	Indicative Rate in \$	Indicative Rates
Direction Island	\$100,000	\$0.16902	\$16,902	\$ 5,200	\$0.06593	\$ 1,262
Karijini Eco Village	\$ 25,000	\$0.16902	\$ 4,225	\$156,000	\$0.06593	\$10,284
Thevenard Island	\$200,000	\$0.16902	\$33,804	\$ 67,600	\$0.06593	\$ 4,456
Wilderness Island	\$ 20,000	\$0.16902	\$ 3,380	\$ 26,000	\$0.06593	\$ 1,714
TOTAL			\$58,311			\$17,716

Correspondence was sent to property holders on Monday 13 January 2020 inviting comment on the proposed change.

ATTACHMENT 12.6C

One submission was received on 3 February 2020 from Gumala Enterprises P/L (GEPL). In the submission GEPL has requested the following:

ATTACHMENT 12.6D

- Council withdraw the application due to the predominant land use (Unimproved Valuation) not changing since GEPL was granted the lease in 2006;

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- However should the application proceed and the Minister determine the valuation method needs to change to GRV, a split valuation between UV and GRV be appropriate as a significant portion of the land use may continue as rural use; and
- The Shire provide GEPL 'the backup to their calculations presented in the correspondence of 13 January 2020'.

It is recommended Council thank GEPL for its submission and advise the following in its response:

- Acknowledge GEPL's request to withdraw the application and the reasons for making that request;
- A response to why a split valuation may not necessarily be the most appropriate way forward;
- Provide all calculations used in the correspondence sent on 13 January 2020; and
- Further to this provide GEPL with an explanation, based on the Department's Rating Principles (i.e. objectivity, fairness and equity, consistency, and transparency and administration efficiency) as well as the provisions set down in the Act and Council's FIN21 Rating Policy, for seeking to go ahead with the application to the Minister.

The effective date of change (provided Ministerial approval is provided and the properties are gazetted) is recommended for 1 July 2020. This will coincide with the new financial year and rating period.

Consultation

Executive Management Team
Rates Officer
Valuer General
Mackerel Islands P/L
Mr. J Alston
Gumala Enterprises P/L

Statutory Environment

Local Government Act 1995 section 6.28 which specifies that when determining the method of valuation of land, the Minister is to have regard to the general principle that the basis for a rate on any land is to be (a) where the land is used predominantly for rural purposes, the UV of the land; and (b) where the land is used for non-rural purposes, the GRV of the land.

Local Government Operational Guidelines Number 02 – March 2012 Changing Methods of Valuation of Land the purpose of which is to facilitate changes to the method of valuation by land.

Financial Implications

Using indicative GRV valuations provided by the VG a reduction in rate revenue of \$40,595 is forecast.

Strategic Implications

Shire of Ashburton 10 Year Strategic Community Plan 2017-2027 (Desktop Review 2019)

Goal 05 Inspiring Governance
Objective 3 Council leadership

Risk Management

Adoption of this item has been evaluated against the Shire of Ashburton's Risk Management

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Policy CORP5 Risk Matrix. The perceived level of risk is considered to be “Low”, can be managed by routine procedures, and are unlikely to need specific application of resources.

Policy Implications

In November 2017 Council adopted FIN21 – ‘Rating’ with a focus on changing the method of valuation from Unimproved Valuation (UV) to Gross Rental Valuation (GRV). This report recommends an implementation of the principles contained in FIN21 – ‘Rating’.

Voting Requirement

Simple Majority Required

Officers Recommendation and Council Decision

MOVED: Cr L Rumble

SECONDED: Cr D Diver

That with respect to the Changing Method of Valuation – UV Tourism within the Shire of Ashburton, Council: Note the ‘Local Government Operational Guidelines – Changing Methods of Valuation of Land’ allows Council to resolve to make an application to the Minister and change method of valuation from Unimproved Valuation to Gross Rental Valuation for the following Tourism operators within the district;

Description	Owner	Lot no.	Size
Direction Island	Mackerel Islands P/L	44	1.138 ha
Karijini Eco Village	Gumala Enterprises P/L	126	68.1 ha
Thevenard Island	Mackerel Islands P/L	134	11 ha
Wilderness Island	Mr. J Alston	304	2 ha

2. Address the Department of Local Government, Sport and Cultural Industries key values (i) Objectivity; (ii) Fairness and Equity; (iii) Consistency; and (iv) Transparency and Administrative Efficiency when considering all submissions received from Tourism operators;
3. Resolve to apply to the Minister for Local Government, Sport and Cultural Industries for a determination to change method of valuation for Tourism operators commencing 1 July 2020 or the date of Ministerial gazettal (if after 1 July 2020); and
4. Resolve to not phase in the change per s. 6.31 and Schedule 6.1 clause 2 of the *Local Government Act 1995* to basis for rating affecting Tourism operators should the application be approved.
5. Authorise the Acting Chief Executive Officer to write to Gumala Enterprises P/L acknowledging their submission and providing reasons for their decision to apply to the Minister.

CARRIED 9/0

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12.7 CHIEF EXECUTIVE OFFICER AUTHORISATIONS AND REPORTING TO COUNCIL

MINUTE: ~~747/2020~~-11/2020

FILE REFERENCE: GV35

AUTHOR'S NAME AND POSITION: Rebecca Smith
Executive Assistant CEO and Corporate Services

AUTHORISING OFFICER AND POSITION: John Bingham
Director Corporate Services

NAME OF APPLICANT/RESPONDENT: Paul Sheedy
Acting Chief Executive Officer

DATE REPORT WRITTEN: 20 January 2020

DISCLOSURE OF FINANCIAL INTEREST: The author and authorising officer have no financial, proximity or impartiality interests in the proposal

PREVIOUS MEETING REFERENCE: Not Applicable

Summary

The purpose of this agenda item is to report to Council on the previous Acting Chief Executive Officer, Steven Deckert and current Acting CEO, Paul Sheedy leave applications, use of the corporate credit card and the reimbursement of Acting CEO expense applications.

Background

Due to the positions held by the Acting CEO, there is no other individual person authorised under the *Local Government Act 1995* (the Act) to approve or authorise the Acting CEO's leave applications, use of the corporate credit card and the reimbursement of Acting CEO's expense applications. These functions can only be approved by resolution of the Council.

Comment

Given the findings of the WA Crime and Corruption Commission in several local governments, it is necessary for an Acting CEO's to report to Council:

- proposed leave;
- detail of any leave taken (with or without pay);
- claims for additional work over and above of the reasonable additional hours under the Acting CEO employment contract;
- details of all corporate credit card purchases issued to the Acting CEO; and
- any reimbursements claimed.

Acting CEO's Timesheet (Steven Deckert)

The previous Acting CEO's timesheets are provided for the period between 25 November 2019 and 9 January 2020).

ATTACHMENT 12.7A

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Acting CEO's Timesheet (Paul Sheedy)

The current Acting CEO's timesheets are provided for the period between (6 January 2020 and 31 January 2020).

ATTACHMENT 12.7B

Previous Acting CEO's Leave Taken (Steven Deckert)

This report covers leave taken by the Acting CEO for the period between 9 December 2019 and 31 January 2020. There was three (3) days of annual leave taken for this period. (Approved by Council).

From Date	To Date	Number of Days	Type of Leave
23 December 2019	27 December 2019	5	Annual leave & public holidays

Current Acting CEO's Leave Sought (Paul Sheedy)

This report covers the period between 31 January 2020 and 28 February 2020. No leave is being sought.

Reimbursement Applications for previous CEO (Steven Deckert)

Reimbursement for expenses for period 14 November 2019 – 9 January 2020 - \$2004.58.

ATTACHMENT 12.7C

Acting CEO's Credit Card

The previous CEO was not issued with a Credit Card, whilst Acting CEO Paul Sheedy has now been issued with a credit card but no transaction have occurred during the period covered by this report.

Consultation

Director Corporate Services
Human Resource Manager

Statutory Environment

Section 2.7 of the Local Government Act 1995 states:

"Role of council

- (1) *The council —*
 - (a) *governs the local government's affairs; and*
 - (b) *is responsible for the performance of the local government's functions.*
- (2) *Without limiting subsection (1), the council is to —*
 - (a) *oversee the allocation of the local government's finances and resources; and*
 - (b) *determine the local government's policies."*

Financial Implications

There are no known financial implications for this matter

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Strategic Implications

Shire of Ashburton 10 Year Strategic Community Plan 2017- 2027 (Desktop Review 2019)

Goal 05 Inspiring Governance
Objective 4 Exemplary team and work environment

Risk Management

This item has been evaluated against the Shire of Ashburton's Risk Management Policy CORP5 Risk Matrix. The perceived level of risk is considered to be "Low" risk and can be managed by routine procedures, and is unlikely to need specific application of resources.

Policy Implications

EMP41 "CEO Leave Authorisations and other approvals" is relevant to this item.

Voting Requirement

Simple Majority Required

Officers Recommendation and Council Decision

MOVED: Cr D Diver

SECONDED: Cr R de Pledge

That with respect to the Acting Chief Executive Officer Authorisations and Reporting, Council:

- 1. Receive the information presented to this meeting of the time worked by the Acting CEO's between 9 December 2019 and 31 January 2020 and acknowledges that the time worked is in accordance with the Acting Chief Executive Officer's Contract of Employment ATTACHMENT 12.7A and ATTACHMENT 12.7B;**
- 2. Receive the information presented to this meeting of three day's leave taken by the previous Acting Chief Executive Officer, Steven Deckert period between 9 December 2019 and 31 January 2020.**
- 3. Receive the information presented to this meeting that the Acting Chief Executive Officer Paul Sheedy is not seeking to take leave between 31 January 2020 and 29 February 2020.**
- 4. Acknowledge the Acting Chief Executive Officer Paul Sheedy has been issued with a credit card, but that no transaction have occurred during the period covered by this report; and**
- 5. Receive the information presented to this meeting for the reimbursement made to Steven Deckert during January 2020 ATTACHMENT 12.7C and acknowledge that no reimbursement applications were made by Acing Chief Executive Officer Paul Sheedy.**

CARRIED 9/0

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13. PROPERTY AND DEVELOPMENT SERVICES REPORTS

13.1 TOM PRICE CO-LOCATED EMERGENCY SERVICES FACILITY

MINUTE: ~~748/2020~~–12/2020

FILE REFERENCE:	POI.0400
AUTHOR'S NAME AND POSITION:	Brian Cameron Director Property and Development Services
AUTHORISING OFFICER AND POSITION:	Paul Sheedy Acting Chief Executive Officer
NAME OF APPLICANT/RESPONDENT:	Not Applicable
DATE REPORT WRITTEN:	15 January 2020
DISCLOSURE OF FINANCIAL INTEREST:	The author and the authorising officer have no financial, proximity or impartiality interests in the proposal.
PREVIOUS MEETING REFERENCE:	Agenda Item 13.9 (Minute No. 674/2019) – Ordinary Meeting of Council 22 October 2019

Summary

An Agenda item was tabled at the Ordinary Meeting of Council held on 22 October 2019 where Council consideration was requested to support progressing the design and construction of a Co-located Emergency Services Facility on portion of Lot 400 on Deposited Plan 409078 and Lot 46 on Deposited Plan 413028. Council support is sought to execute the Funding Agreement and seek additional external funding to realise the project.

Background

The Co-located Emergency Services Facility, to accommodate both the State Emergency Services (SES) and Bush Fire Brigade (BFB), was identified as a priority project in the Community Infrastructure and Services Partnership with Rio Tinto in the Memorandum of Understanding that was executed for the 2017-2022 period.

The growth of both the SES and BFB, both in terms of volunteer numbers and associated equipment and vehicles has led to the existing facilities being unable to meet the basic requirements of either organisation. Limitations of the existing sites have resulted in temporary accommodation of various vehicles and equipment in nearby locations however this has had an adverse effect on the operational effectiveness of the volunteer emergency services and their ability to respond to emergencies.

The amalgamation of the two services into one co-located facility would provide cohesion of operation and create operating efficiency for the volunteer brigades.

Lots 400 and 46 are owned freehold by the Shire of Ashburton. Combined, the area is 4.2 hectares and zoned "Residential – R30". Council endorsed this site as the location for the Tom Price Childcare Centre at the April 2018 Ordinary Meeting of Council. Council endorsed the

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proposed location of the Co-located Emergency Services Facility, being immediately to the South of the proposed Childcare Facility, at the Ordinary Meeting of Council held on 22 October 2019. An application for funding was submitted through the Department of Fire and Emergency Services Local Government Grants Scheme (LGGS) – Capital and Operating Grants in April 2019 and the Shire was notified on 19 July 2019 that the funding submission was successful.

ATTACHMENT 13.1A

After Council voted against the motion at the October 2019 Ordinary Meeting of Council, Manager Community Services, Morgwn Jones, presented to Council via a workshop on the opportunity and current constraints. Councillors requested a further opportunity to consider the matter.

Comment

The proposed site meets all objectives for new Town Centre redevelopment and provides a suitable land parcel for development of a new co-located facility which will enable the services to respond more efficiently and effectively to natural disasters including bushfires. The design will cater for future expansion of both volunteer emergency services whilst also providing a suitable facility for a Local Emergency Coordination Centre from where larger incidents in the central Pilbara region could be coordinated.

NOTE: An Emergency Coordination Centre is currently established in the Clem Thompson for larger incidents.

The BFB is currently operated out of premises on Boonderoo Road. The SES is currently operated out of premises on Coolibah Street. The current BFB premises are leased to the Shire from Rio Tinto and the SES is leased via Rio Tinto. Both brigades are not eligible to obtain funding through the Capital Grants program through LGGS for improvements as the current facilities are not owned by the Shire. Existing premises are ageing and no longer fit for purpose.

The ongoing growth of both the SES and the BFB has resulted in various issues arising within the current site, including:

- lack of structures to house emergency vehicles and equipment
- the lack of appropriate and separate storage areas for each service
- inadequate parking for volunteers' private vehicles when attending training and emergency incidents
- sheds being too small to allow safe access/egress for emergency vehicles
- poor security
- inadequate amenities (toilets/showers)
- inadequate access/egress to training and operational areas (do not meet OSH standards)
- No proper training room, and too small to hold meetings

The geographic location of the current BFB facility, being located on a small lot within the light industrial area also presents several issues including, but not limited to:

- security/safety issues arise due to the isolated location, and
- limited access and egress points for more than one vehicle.

Conditional subdivision approval has been received from Western Australia Planning Commission (WAPC) for a Childcare Site, a Co-located Emergency Services Facility Site, a Drainage Reserve and 36 Residential Lots. Due to interest in the site for new Health Services, a new subdivision application is progressing for a Childcare Site. It is proposed a further subdivision

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application be made to WAPC for a Co-located Emergency Services Facility site and a Balance Lot as per the attached plan, pending community support for the locations.

ATTACHMENT 13.1B

Preliminary geotechnical investigations have been undertaken as part of the proposed Tom Price Childcare facility, which identified the need for site remediation to the appropriate requirements. The costs estimates undertaken by Shire Officers have not made any allowances for additional remediation work.

Concept plans have been completed by Whitehaus Architects for the purpose of Councillor review and, use for community consultation. The funds allocated for the concept design was approved in the 2019/20 CAPEX program.

ATTACHMENT 13.1C

The Shire of Ashburton's contribution to the project includes the provision of the required land being portion of Lots 400 and 46 South Road, Tom Price. Subdivision of land for development normally include the provision of services to the site, including headworks. Opportunity exists to capitalise on economic efficiencies by installing services when undertaking the installation of sewerage, water reticulation and electrical and telephone services to the Childcare Centre lot. Shire Officers are currently progressing design of these services for South Road and the Childcare and Co-located Emergency Services lots. It is proposed the budget review include provision for \$480,000 to undertake the subdivision services (including headworks) in accordance with the conditional approval normally issued by Western Australia Planning Commission (WAPC) to the developer (in this case the Shire of Ashburton).

As the proposed land use and development has the potential to impact the use and enjoyment of neighboring properties, it is proposed to undertake community consultation early similar to the consultation undertaken for planning proposals:

- i. The owners/occupiers of properties determined as being potentially affected by a development proposal will be consulted in writing providing a minimum of 14 days for the lodgment of any submissions.
- ii. Publish a notice of the development proposal on social media platforms inviting comment within a specified period.

Upon securing additional external funding, a Business Case will be presented for Council endorsement prior to advertising in accordance with Section 3.59 of the *Local Government Act 1995*.

Consultation

Executive Management Team
Community Safety Manager
Department of Fire and Emergency Services

Statutory Environment

Town Planning Scheme No 7
Bushfires Act 1954
Local Government Act 1995 - Section 3.5

Financial Implications

The overall project cost is estimated at approximately \$2,405,920 (excl GST), inclusive of fitout of the facility. An additional \$480,000 (not covered under the terms of the Funding Agreement

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with DFES) is required to get the site development ready in line with the pending subdivision approval.

Leveraged funding to the value of \$860,200 has been secured through the Local Government Grants Scheme with the following breakdown and conditions;

- Tom Price Bush Fire Brigade (BFB)– 50% over two years \$430,100
- Tom Price State Emergency Services (SES) – 50% over two years \$430,100
- the funding can either be provided once the facility has been completed (Shire invoice with copy of paid invoices) or can be paid on an instalment basis with funding released in two milestone payments. The first payment shall be to the value of 50% of the approved capital grant upon DFES receiving written confirmation from the Local Government that the pre-agreed building project has commenced. The second payment of the remaining 50% shall be paid upon DFES receiving a copy of the validated certificate of practical completion for the construction project. Note: the Shire pays the contractor for the works completed and then seeks reimbursement from DFES.

The facility has been identified in the long term financial plan, initially planned for 2020 and beyond. The balance of the projected construction costs of \$1.6M will need to be sourced from external funding bodies including DFES. Should application to external funding agencies be successful, consideration could be given by Council to bring forward the project to capitalise on the DFES funding before the funding agreement expires. The Shire contribution to the project listed in the long term financial plan is \$20,000. As bulk earthworks, drainage and utility connections are the responsibility of the land developer as per WAPC conditional subdivision approval (local government on this occasion), this provision will need to be increased to \$500,000. It is proposed the additional \$480,000 be allocated through savings identified during the budget review process.

Local governments must ensure all approved building projects comply with Section 3.5 of the 2019/20 LGGGS Manual for Capital and Operating Grants, in particular;

- The need to invite tenders and engage a contractor within 12 months of the date of approval to limit cost escalation due to delays (immediate commencement is preferred);
- The requirement to provide suitable land for immediate construction; and
- The cost of site works and providing utilities (power, water and communications) to the site boundary is the responsibility of local governments.

Ongoing maintenance costs for the facility are administered by the Shire of Ashburton through the LGGGS Operating Grant Scheme.

Local Governments have the option to either accept or reject the proposed assessed allocation.

Strategic Implications

Shire of Ashburton 10 Year Strategic Community Plan 2017-2027 (Desktop Review 2019)

Goal 04 Quality Services and Infrastructure
Objective 1 Quality public infrastructure

Risk Management

Adoption of this item has been evaluated against the Shire of Ashburton's Risk Management Policy CORP5 Risk Matrix. The perceived level of risk is considered to be "Medium", can be managed by routine procedures and is unlikely to need specific application of resources.

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Policy Implications

ELM10 Financial Sustainability Policy – (Financial Sustainability) outlines that ‘no policy or other decisions will be made without considering the long-term financial impact on those decisions’.

ENG09 Asset Management Policy
Town Planning Scheme No. 7

Voting Requirement

Absolute Majority Required

Officers Recommendation and Council Decisions

MOVED: Cr P Foster

SECONDED: Cr L Rumble

That with respect to the Tom Price Co-Located Emergency Services Facility, Council:

- 1. Authorise the Acting Chief Executive Officer to execute the funding instrument with Department of Fire and Emergency Services for the Co-located Emergency Services Facility;**
- 2. Request the Acting Chief Executive Officer undertake public consultation in regards to a new a Co-located Emergency Services facility being located within Lots 400 and 46;**
- 3. Pending community support for the location, request the Acting Chief Executive Officer to make an application to Western Australia Planning Commission to subdivide a dedicated lot for the Co-located Emergency Services Facility;**
- 4. Authorise the Shire President and Acting Chief Executive Officer to execute and/or apply the Common Seal to any land title forms;**
- 5. Authorise the allocation of \$480,000 to subdivision and headworks services through savings identified in the budget review process; and**
- 6. Authorise the Acting Chief Executive Officer to seek further external funding for the project.**

CARRIED BY ABSOLUTE MAJORITY 9/0

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13.2 ONSLOW PROPERTY STREET ADDRESSING

MINUTE: ~~749/2020~~ **13/2020**

FILE REFERENCE:	LP05
AUTHOR'S NAME AND POSITION:	Janelle Fell Manager Land and Asset Compliance
AUTHORISING OFFICER AND POSITION:	Brian Cameron Director Property and Development Services
NAME OF APPLICANT/RESPONDENT:	St John Australia – Onslow Onslow Police
DATE REPORT WRITTEN:	24 January 2020
DISCLOSURE OF FINANCIAL INTEREST:	The author and the authorising officer have no financial, proximity or impartiality interests in the proposal.
PREVIOUS MEETING REFERENCE:	Not Applicable

Summary

Onslow Emergency Services have requested house numbers be identified on kerbs to easily identify addresses in an emergency.

Background

Onslow Emergency Services have requested house numbers be identified on kerbs to easily identify addresses in an emergency allowing for better and safer response to the Onslow community. Emergency Services advice of emergencies where the residence has not been easily found causing delays to the provision of their services.

Onslow does not have a residential postal service, therefore post boxes and street numbering have not been installed.

Comment

Identifying house numbers should be clearly displayed at or near the primary access point to facilitate mail deliveries, emergency services etc. Investigations after the Emergency Services request was received have revealed that not all residences in Onslow have been assigned street numbers, only Lot numbers. Local Government Authorities are responsible for, and have control of, the numbering process under the *Local Government Act 1995* for lodgment with Landgate as the custodial agency for recording the addresses in Western Australia. To rectify this, Australian/New Zealand Standard (AS/NZS 4819:2011) will be followed as this provides requirements and guidance for local governments to use for:

- a) Assigning addresses;
- b) Naming roads and localities;
- c) Recording and mapping the related information; and
- d) Signage related to the above.

The goal of the Standard is to specify requirements for assigning addresses that can be readily and unambiguously identified and located, while keeping addresses as simple as possible.

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Numbers are allocated in a sequential order, which usually precludes any amendments to street numbering after the initial allocation. As a result, it may be necessary to alter assumed numbering of existing residences, if required, or a street with nonsequential street numbering may result. The Local Government is responsible for notifying Australia Post, Water Corporation, the State and Federal Electoral Commissions, the Police and the Department of Fire and Emergency Services. For personal privacy and security, each owner/occupant will need to notify banks, insurance companies etc of their new address should there be a change to their residence numbering.

Tom Price, Paraburdoo and Pannawonica also require the allocation of street numbers as requested by Landgate. This is not considered a priority due to the display of lot numbers on mail boxes and kerbing. Should the matter be prioritised by Landgate, a further report will be presented to Council.

Consultation

Executive Management Team
Rates Officer

Statutory Environment

Section 3.25 of the *Local Government Act 1995* makes provision for a local government to give an owner or occupier of land a notice in writing of a house numbering system in accordance with Australian/New Zealand Standard (AS/NZS 4819:2011) Rural and urban addressing.

Financial Implications

There are no known meaningful financial implications relative to the assignment of street numbering in excess of officer time and minor administrative costs. Indicative costs associated with the kerb numbering are estimate at \$6,000. This can be absorbed in the current budget.

Strategic Implications

Shire of Ashburton 10 Year Strategic Community Plan 2017-2027 (Desktop Review 2019)

- | | |
|-------------|--|
| Goal 01 | Vibrant and Active Communities |
| Objective 3 | Quality education, healthcare, childcare, aged care and youth services |
| Goal 04 | Quality Services and Infrastructure |
| Objective 2 | Accessible and safe towns |
| Objective 3 | Well planned towns |

Risk Management

Adoption of this item has been evaluated against the Shire of Ashburton's Risk Management Policy CORP5 Risk Matrix. The perceived level of risk is considered to be "Low", can be managed by routine procedures and is unlikely to need specific application of resources.

Policy Implications

There are no known policy implications for this matter.

Voting Requirement

Simple Majority Required

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Officers Recommendation and Council Decision

MOVED: Cr P Foster

SECONDED: Cr D Diver

That with respect to the Onslow Property Street Addressing, Council:

- 1. Endorse the allocation of street addresses to Onslow residences; and**
- 2. Upon completion of the allocation of street addresses, endorse the application of house numbers kerbside.**

CARRIED 9/0

UNCONFIRMED MINUTES

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14. COMMUNITY SERVICES REPORTS

There are no Community Services Reports for this meeting.

15. INFRASTRUCTURE SERVICES REPORTS

15.1 RFT 20.19 DESIGN AND CONSTRUCTION OF TWO OPERATIONS BUILDINGS

MINUTE: ~~750/2020~~ 14/2020

FILE REFERENCE:	CM20.19
AUTHOR'S NAME AND POSITION:	Douglas Bailey Manager Projects & Assets
AUTHORISING OFFICER AND POSITION:	Alan McColl Acting Director Infrastructure Services
NAME OF APPLICANT/ RESPONDENT:	Not Applicable
DATE REPORT WRITTEN:	20 January 2020
DISCLOSURE OF FINANCIAL INTEREST:	The author and the authorising officer have no financial, proximity or impartiality interests in this report.
PREVIOUS MEETING REFERENCE:	Not Applicable

Summary

A Request for Tender (RFT) 20.19 Design and Construction of Two Operations Buildings was issued via the Shire's e-tendering portal known as Tenderlink on 9 November 2019 to 10 December 2019 and advertised via state-wide public notice in The West Australian Newspaper on the 9 November 2019.

Three (3) tenders (all conforming) were received in response to the RFT 20.19. The evaluation panel has completed its assessments of the submissions and makes its recommendation.

Council is requested to authorise the engagement of a contractor to design and construct two operations buildings at the Paraburdoo and Tom Price Landfill sites.

Background

The Shire of Ashburton landfill sites are key service delivery hubs to the community. To ensure continued quality standards are achieved the operation buildings have been identified to be replaced, thereby improving the standards of safety and functionality.

As such, the Shire of Ashburton sought tender submissions from suitably qualified and experienced contractors for the design and construction of the Operations Buildings at the Paraburdoo and Tom Price Landfill Sites.

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Comments

The successful Tenderer shall provide all necessary services including design documents, materials, products, labour, plant and equipment for its design, management, construction and completion of the whole of the work under the Contract.

All work shall be compliant with the National Construction Codes (NCC) and all relevant Australian Standards, Codes of Practice, Western Australian and Commonwealth legislation, statutes, ordinance, rules and regulations bearing on the provision of such services and conduct of the work under the Contract.

Works will commence by, and be completed, within the period between the award date and 31 May 2020, inclusive of all final submissions of invoices.

Selection Criteria

In line with FIN12 Purchasing Policy, the advertised selection criteria was as follows:

Criteria	Weighting
Relevant Experience	10%
Key Personnel	10%
Past Company Performance	10%
Resources	5%
Plant, Equipment & Material	5%
Methodology/Quality and OHS Systems/Life Cycle/Risk Management	10%
Price	50%

Only submissions that meet the initial compliance criteria are deemed compliant for further assessment against the selection criteria and value for money.

The evaluation and recommendation report, including the overall evaluation scores and rankings, will be provided.

CONFIDENTIAL ATTACHMENT 15.1

Consultation

Executive Management Team
Manager Projects and Assets
Senior Procurement Officer
Financial Support Officer
Waste Co-ordinator Infrastructure Services

Statutory Environment

Local Government Act 1995 Section 3.57. Tenders for providing goods or services

- (1) *A local government is required to invite tenders before it enters into a contract of a prescribed kind under which another person is to supply goods or services.*
- (2) *Regulations may make provision about tenders.*

Local Government Act 1995 Section 5.23. Meetings generally open to public

- (2) *If a meeting is being held by a council or by a committee referred to in subsection (1)(b), the council or committee may close to members of the public the meeting, or part of the meeting, if the meeting or the part of the meeting deals with any of the following —*
 - (c) *A contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting;”*

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Local Government (Functions and General) Regulations 1996

- (1) *Tenders are to be publicly invited according to the requirements of this Division before a local government enters into a contract for another person to supply goods or services if the consideration under the contract is, or is expected to be, more, or worth more, than \$150,000 unless sub-regulation (2) states otherwise.*

Financial Implications

The budgeted provision for all the works in 2019/20 included in this contract is \$370,000.

Strategic Implications

Shire of Ashburton 10 Year Strategic Community Plan 2017-2027 (2019 Desktop Review)

Goal 04 Quality Services and infrastructure
Objective 3 Well planned towns

Goal 05 Inspiring Governance
Objective 4 Exemplary team and work environment

Risk Management

This item has been evaluated against the Shire of Ashburton's Risk Management Policy CORP5 Risk Matrix. The perceived level of risk from the Risk Matrix is "Minor (3)" considering the potential impacts to natural environment and project items, time and cost. As the Risk Acceptance is "Minor", the Acting Director Infrastructure Services will monitor progress of this item.

Policy Implications

Policy FIN12 Purchasing Policy

This Policy outlines how the Shire of Ashburton will deliver best practice in the purchasing of goods, services and works that align with the principles of transparency, probity and good governance whereby establishing efficient, effective, economical and sustainable procedures in all purchasing activities. This Policy was used to undertake the procurement process through a publicly advertised RFT

Policy ENG09 Asset Management Policy

This policy has been developed to support effective asset management ensuring that all Infrastructure assets are well planned and delivered to the expectations of the community now and into the future.

Voting Requirement

Simple Majority Required

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Officers Recommendation and Council Decision

MOVED: Cr L Rumble

SECONDED: Cr D Dias

That with respect to RFT 20.19 Design and Construction of Two Operations Buildings, Council:

- 1. Resolve that Report CONFIDENTIAL ATTACHMENT 15.1 is confidential in accordance with s5.23 (2) of the *Local Government Act 1995* because it deals with matters affecting s5.23 (2) (c);**

“A contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting.”

- 2. Award RFT 20.19 Design and Construction of Two Operations Buildings to Building Services & Cabinets Pty Ltd for \$360,183.00 excluding GST;**
- 3. Authorise the Acting Chief Executive Officer to enter into a contract with the preferred contractor; and**
- 4. Authorise the Acting Chief Executive Officer to manage the contract, including the provision of possible variations, providing the variation is necessary in order for the goods or services to be supplied and does not change the scope of the contract and managed within the overall budget for the project.**

CARRIED 9/0

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15.2 RFT 22.19 KERB AND GUTTER RENEWAL PROGRAM

MINUTE: ~~751/2020~~ **15/2020**

FILE REFERENCE:	CM22.19
AUTHOR'S NAME AND POSITION:	Douglas Bailey Manager Projects and Assets
AUTHORISING OFFICER AND POSITION:	Alan McColl Acting Director Infrastructure Services
NAME OF APPLICANT/RESPONDENT:	Not Applicable
DATE REPORT WRITTEN:	22 January 2020
DISCLOSURE OF FINANCIAL INTEREST:	The author and the authorising officer have no financial, proximity or impartiality interests in this report.
PREVIOUS MEETING REFERENCE:	Agenda Item 15.1 (Minute No 552/2019) - Ordinary Meeting of Council 23 April 2019

Summary

A request for Tender RFT 22.19 Kerb and Gutter Renewal Program was issued via the Shire's e-tendering portal known as TenderLink and advertised via statewide public notice in The West Australian Newspaper from 20 November 2019. Infrastructure Services requests to engage a contractor to undertake the works required to carry out the Kerb and Gutter Renewal Program for a fixed term of two Years with an option to extend for a further one year at the Shire's request.

Two (2) tenders (all conforming) were received in response to RFT 22.19. The evaluation panel has completed its assessment of the submissions and makes its recommendation.

Background

A report regarding the sustainable renewal of kerb and gutter was tabled at the Ordinary Meeting of Council held on the 23 April 2019.

This report put in place a systematic, transparent framework for the cost effective management of the Shire's Kerb and Gutter Program that will ensure that the road protection and drainage continues to provide an acceptable level of service to the Shire's community and visitors alike, whilst enhancing asset management maturity and sustainability into the foreseeable future. The report also established a 15 year program of works to undertake this task based on kerb and gutter conditions.

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It is the intention of this request to complete year one works in Tom Price and Paraburdoo up to the financial limit budgeted for in 2019/20 (\$220,000 per annum). The Kerb and Gutter Renewal Program over this financial year will be scheduled and prioritised based on current Asset Management Condition Data.

Subsequent year Kerb and Gutter Renewal Program budget requests will reflect the price received via the RFT and schedule a scope of works to be adopted in priority areas in all Shire towns.

Comments

The works to be completed under this contract is estimated at approximately 1,200 lineal metres of kerb and gutter will be replaced per annum. The program of works will be driven by the fourth coming Footpath Renewal Program and in conjunction with the Urban Roads Program.

The Contractor will take responsibility for the design, production, supply and construction of kerb and gutter as part of the Shire of Ashburton's annual Kerb and Gutter Renewal Program. The works required to be executed under this Contract include but are not limited to:

- Design of concrete mix;
- Site Traffic management;
- Removal and disposal of existing kerb and gutter;
- Preparation of surfaces;
- Supply and delivery of all materials;
- Construction of new kerb and gutter to one of 3 specified profiles; and
- Clean-up.

Selection Criteria

In line with FIN12 Purchasing Policy, the advertised selection criteria is as follows:

Criteria	Weighting
Relevant Experience	15%
Key Personnel	10%
Past Company Performance	10%
Resources, Plant and Equipment	10%
Methodology/Quality and OHS Systems/Life Cycle/Risk Management	15%
Price	40%

Only submissions that meet the initial compliance criteria are deemed compliant for further assessment against the selection criteria and value for money.

The evaluation and recommendation report, including the overall evaluation scores and rankings, is attached as a confidential item.

CONFIDENTIAL ATTACHMENT 15.2

Consultation Assessment

Executive Management Team
Acting Manager Rural Roads
Senior Procurement Officer
Financial Support Officer

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Statutory Environment

Local Government Act 1995 Section 3.57. Tenders for providing goods or services

- (1) *A local government is required to invite tenders before it enters into a contract of a prescribed kind under which another person is to supply goods or services.*
- (2) *Regulations may make provision about tenders.*

Local Government Act 1995 Section 5.23. Meetings generally open to public

- (2) *If a meeting is being held by a council or by a committee referred to in subsection (1)(b), the council or committee may close to members of the public the meeting, or part of the meeting, if the meeting or the part of the meeting deals with any of the following —*
 - (c) *A contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting;”*

Local Government (Functions and General) Regulations 1996

- (1) *Tenders are to be publicly invited according to the requirements of this Division before a local government enters into a contract for another person to supply goods or services if the consideration under the contract is, or is expected to be, more, or worth more, than \$150,000 unless sub-regulation (2) states otherwise.*

Financial Implications

The budgeted provision for all the works in 2019/20 included in this contract is \$220,000. This budget provision is sufficient to meet the scope of works included in the contract up to approximately 1200 lineal metres.

Strategic Implications

Shire of Ashburton 10 Year Strategic Community Plan 2017-2027 (Desktop Review 2019)

Goal 04 Quality Services and Infrastructure
Objective 1 Quality public infrastructure

Shire of Ashburton Asset Management Strategy 2017/2021 minute number 232/2017 from 21 September 2017

Risk Management

This item has been evaluated against the Shire of Ashburton's Risk Management Policy CORP5 Risk Matrix. The perceived level of risk is considered to be 'Moderate' (consequences 'moderate', likelihood 'possible'). This level of risk is being driven by the possibility of significant flood events occurring that may interrupt and/or stop the works. To reduce the possibility of such an event occurring the works will be undertaken outside of the wet season.

Policy Implications

Policy FIN12 Purchasing Policy. This Policy outlines how the Shire of Ashburton will deliver best practice in the purchasing of goods, services and works that align with the principles of transparency, probity and good governance whereby establishing efficient, effective, economical and sustainable procedures in all purchasing activities. This Policy was used to undertake the procurement process through a publicly advertised RFT.

Policy ENG09 Asset Management Policy. This policy has been developed to support effective asset management ensuring that all Infrastructure assets are well planned and delivered to the expectations of the community now and into the future.

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Policy ENG13 Road Management Policy. This policy is required to set out a framework for making consistent, structured and justifiable decisions as to whether a gazetted road or area of land used as a road is reasonably required for general public use and is therefore considered to be a "Public Road".

Voting Requirement

Simple Majority Required

Officers Recommendation and Council Decision

MOVED: Cr P Foster

SECONDED: Cr D Diver

That with respect to RFT 22.19 Kerb and Gutter Renewal Program, Council:

- 1. Resolve that Report CONFIDENTIAL ATTACHMENT 15.2 is confidential in accordance with s5.23 (2) of the *Local Government Act 1995* because it deals with matters affecting s5.23 (2) (c);**

"A contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting."
- 2.. Award RFT 22.19 Kerb and Gutter Renewal Program to KAT 5 Pty Ltd for a total of \$345,440.00 excluding GST, for a term of two years with the option to extend for an additional one year'**
- 3. Authorise the Acting Chief Executive Officer to enter into a contract with the preferred contractor;**
- 4. Authorise the Acting Chief Executive Officer to manage the contract, including the provision of possible variations, providing the variation is necessary in order for the goods or services to be supplied and does not change the scope of the contract and managed within the overall budget for the project; and**
- 5. Authorise the Chief Executive Officer to enter into negotiations for a possible extension to the Contract for an additional one year, referring back to Council for final approval.**

CARRIED 9/0

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15.3 RFT 23.19 INFRASTRUCTURE PERSONNEL

MINUTE: ~~752/2020~~ **16/2020**

FILE REFERENCE:	CM23.19
AUTHOR'S NAME AND POSITION:	Douglas Bailey Manager Projects and Assets
AUTHORISING OFFICER AND POSITION:	Alan McColl Acting Director Infrastructure Services
NAME OF APPLICANT/ RESPONDENT:	Not Applicable
DATE REPORT WRITTEN:	24 January 2020
DISCLOSURE OF FINANCIAL INTEREST:	The author and the authorising officer have no financial, proximity or impartiality interests in this report.
PREVIOUS MEETING REFERENCE:	Not Applicable

Summary

A Request for Tender (RFT) 23.19 Infrastructure Personnel was issued via WALGA eQuotes on 2 December 2019 to 9 January 2020.

The evaluation panel recommendation was not available at the time of preparing the Agenda and will be provided to Council under separate cover.

Background

The Shire of Ashburton is seeking suitably qualified contract personnel to work within the Infrastructure Services Department for a period of between 6 – 12 months. It is expected that the successful candidate/s will provide engineering focused support, advice and operational assistance to the Directorate. The successful candidates will be responsible for efficient and effective project and program management including budgeting, tendering, scheduling, contract management, operational assistance and associated administrative tasks.

Given the current difficulty in filling and retaining permanent positions in the Infrastructure Services Department (currently have 12-16 vacancies) it was agreed by the previous Acting CEO in consultation with the Acting Director Infrastructure Services and Manager Human Resources, that in order to progress some of the Capex projects prior by the 30 June 2020, it was agreed that the best short term solution would be to engage contract personal to get these projects started. This will then allow the new Director Infrastructure Services (commences 1 April 2020) to review this arrangement and determine the most suitable option (contract personal versus permanent employees) going forward into the 2020/2021 financial year.

Comments

It is the intention of the Shire to utilise one or more companies, consultants or recruitment agencies to provide the requested Engineering Personnel as per below:

- Construction Project Manager (Class IV Waste Facility); and
- Asset Management Specialist; and
- Engineering Project Officer.

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The personnel will provide the additional resources required to complete a multitude of Infrastructure projects scheduled to commence in the second half of this financial year. With the exception of the Construction Project Manager for the Class IV Waste Facility, the additional personnel will cover positions recently vacated. All positions are for an initial 6 month term and a maximum of 12 months with the Shire retaining the right to cancel or extend the contracts with seven days' written notice.

Selection Criteria

The advertised selection criteria was as follows:

Criteria	Weighting
Relevant Experience	50%
Price	50%

Only submissions that meet the initial compliance criteria are deemed compliant for further assessment against the selection criteria and value for money.

The evaluation and recommendation report, including the overall evaluation scores and rankings, will be provided under separate cover.

**CONFIDENTIAL ATTACHMENT 15.3
(Provided under separate cover)**

Consultation

Acting Director Infrastructure Services
Manager Projects and Assets
Human Resource Manager
Senior Procurement Officer

Statutory Environment

Local Government Act 1995 Section 3.57. Tenders for providing goods or services

- (1) *A local government is required to invite tenders before it enters into a contract of a prescribed kind under which another person is to supply goods or services.*
- (2) *Regulations may make provision about tenders.*

Local Government Act 1995 Section 5.23. Meetings generally open to public

- (2) *If a meeting is being held by a council or by a committee referred to in subsection (1)(b), the council or committee may close to members of the public the meeting, or part of the meeting, if the meeting or the part of the meeting deals with any of the following —*
 - (c) *A contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting;*

Local Government (Functions and General) Regulations 1996

- (1) *Tenders are to be publicly invited according to the requirements of this Division before a local government enters into a contract for another person to supply goods or services if the consideration under the contract is, or is expected to be, more, or worth more, than \$150,000 unless sub-regulation (2) states otherwise.*

Financial Implications

The budgeted provision required for all the contractors in 2019/20 included in this contract is \$278,000 (ex GST). Job code no. CS012 – Technical Services Contractor / Project Administration has a sufficient existing provision of \$158k with the balance of \$120k requiring a recommended variation from Infrastructure Reserves.

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It is expected that the preferred candidates will be required for an initial six month term, with potential to extend on a month by month basis, to a maximum of 12 months. (FY2019/20) & (FY2020/21), with potential twelve month cost for each position being as follows:

- Construction Project Manager (Class IV Waste Facility) – Anticipated Max Expenditure \$360,000
- Asset Management Specialist – Anticipated Max Expenditure \$280,000
- Engineering Project Officer – Infrastructure – Anticipated Max Expenditure \$280,000

These positions are all subject to the approval of the Director of Infrastructure Services and may be revoked if no longer required.

All anticipated maximum expenditure is based on each position being required for a full 12 month term. This will be subject to requirement and reviewed monthly after six months.

GL Codes:	18062	Budgeted Amount:	120,000 (FY2019/20)
			240,000 (FY2020/21)
	CS012		158,000 (FY2019/20)
			402,000 (FY2020/21)

Strategic Implications

Shire of Ashburton 10 Year Strategic Community Plan 2017-2027 (2019 Desktop Review)

Goal 04 Quality Services and Infrastructure
Objective 3 Well planned towns

Goal 04 Quality Services and Infrastructure
Objective 4 Exemplary team and work environment

Risk Management

This item has been evaluated against the Shire of Ashburton's Risk Management Policy CORP5 Risk Matrix. The perceived level of risk from the Risk Matrix is "Minor (3)" considering the potential impacts to natural environment and project items, time and cost. As the Risk Acceptance is "Minor", the Acting Director Infrastructure Services will monitor progress of this item.

Policy Implications

Directive EMP27 Recruitment and Selection

This directive is designed to ensure appropriate recruitment standards are maintained throughout the Shire of Ashburton. It aims to provide a resource to assist Managers and Supervisors to assist in the recruitment of employees and maximise successful outcomes for recruitment and selection decisions.

Voting Requirement

Absolute Majority Required

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Council Decision

MOVED: Cr L Rumble

ECONDED: Cr de Pledge

That Council suspend Standing Orders at 2.30 pm.

CARRIED 9/0

Council Decision

MOVED: Cr L Rumble

SECONDED: Cr M Gallanagh

That Council resume Standing Orders at 2.45 pm.

CARRIED 9/0

Officers Recommendation and Council Decision

MOVED: Cr D Diver

SECONDED: Cr P Foster

That with respect to RFT 23.19 Infrastructure Personnel, Council:

- 1. Resolve that Report CONFIDENTIAL ATTACHMENT 15.3 (provided under separate cover) is confidential in accordance with s5.23 (2) of the *Local Government Act 1995* because it deals with matters affecting s5.23 (2) (c);**

“A contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting.”

- 2. Award RFT 23.19 Infrastructure Personnel, to the preferred tenderer Talis Consultants Pty Ltd for all positions as recommended in CONFIDENTIAL ATTACHMENT 15.3 (provided under separate cover), subject to the Acting Chief Executive Officer completing and evaluating outstanding background checks to his satisfaction and authorise the Acting Chief Executive Officer to enter into a contract with the preferred contractor(s); and**
- 3. Approve budget variations for the 2019/20 budget as follows:**
 - a. Create a new expenditure job code under a/c 100082 Pilbara Regional Waste Management Facility (Onslow) – pre Construction and increase the provision by \$120,000 from \$0 to \$120,000;**
 - b. Increase Account no. 102642 Transfer from Reserve (Infrastructure) by \$120,000 from \$714,799 to \$834,799.**

CARRIED BY ABSOLUTE MAJORITY 9/0

Mr J Bingham left the meeting at 2.48 pm.

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Cr R de Pledge and Kathy Cameron left the meeting at 2.49 pm.

16. COUNCILLOR AGENDA ITEMS / NOTICES OF MOTIONS

17. NEW BUSINESS OF AN URGENT NATURE INTRODUCED BY DECISION OF MEETING

17.1 CONFIDENTIAL ITEM - WITTENOOM LITIGATION MATTER

Council Decision

MOVED: Cr M Lynch

SECONDED: Cr D Diver

That Council accept the following as New Business of an Urgent Nature,

17.1 CONFIDENTIAL ITEM - WITTENOOM LITIGATION MATTER – To be considered under Section 18 Confidential Matters as Agenda Item 18.5.

CARRIED 8/0

Mr J Bingham returned to the meeting at 2.50 pm.

18. CONFIDENTIAL MATTERS

Under the Local Government Act 1995, Part 5, and Section 5.23, states in part:

- (2) *If a meeting is being held by a council or by a committee referred to in subsection (1)(b), the council or committee may close to members of the public the meeting, or part of the meeting, if the meeting or the part of the meeting deals with any of the following —***
- (a) *a matter affecting an employee or employees; and***
 - (b) *the personal affairs of any person; and***
 - (c) *a contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting; and***
 - (d) *legal advice obtained, or which may be obtained, by the local government and which relates to a matter to be discussed at the meeting; and***
 - (e) *a matter that if disclosed, would reveal —***
 - (i) *a trade secret; or***
 - (ii) *information that has a commercial value to a person; or***
 - (iii) *information about the business, professional, commercial or financial affairs of a person,***

where the trade secret or information is held by, or is about, a person other than the local government; and

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- (f) *a matter that if disclosed, could be reasonably expected to —*
- (i) *impair the effectiveness of any lawful method or procedure for preventing, detecting, investigating or dealing with any contravention or possible contravention of the law; or*
- (ii) *endanger the security of the local government's property; or*
- (iii) *prejudice the maintenance or enforcement of a lawful measure for protecting public safety;*
- and*
- (g) *information which is the subject of a direction given under section 23(1a) of the Parliamentary Commissioner Act 1971; and*
- (h) *such other matters as may be prescribed.*

Council Decision

MOVED: Cr L Rumble

SECONDED: Cr M Gallanagh

That Council close the meeting to the public at 2.50 pm to discuss the following items:

- 18.1 CONFIDENTIAL ITEM - SECURITY MEASURE UPGRADES – ONSLOW AIRPORT;
- 18.2 CONFIDENTIAL ITEM - DEED OF SETTLEMENT AND RELEASE – NORTH ROSSA;
- 18.3 CONFIDENTIAL – REQUEST TO PURCHASE VACANT LAND, TOM PRICE; and
- 18.4 CONFIDENTIAL ITEM - REQUEST FROM MACKEREL ISLANDS PTY LTD TO EXTEND DEVELOPMENT APPROVAL FOR USE OF TOURIST ACCOMMODATION FOR WORKFORCE ACCOMMODATION
- 18.5 CONFIDENTIAL ITEM - WITTENOOM LITIGATION MATTER

pursuant to sub section 5.23 (2) (d) of the *Local Government Act 1995* which provides:

- (c) a contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting.
- (d) legal advice obtained, or which may be obtained, by the local government and which relates to a matter to be discussed at the meeting.
- (e) a matter that if disclosed, would reveal;
- I. a trade secret;
- II. information that has a commercial value to a person; or
- III. information about the business, professional, commercial or financial affairs of a person.

CARRIED 8/0

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18.1 CONFIDENTIAL ITEM - SECURITY MEASURE UPGRADES – ONSLOW AIRPORT

MINUTE: ~~753/2020~~ 17/2020

FILE REFERENCE: LE01

AUTHOR'S NAME AND POSITION: Megan Walsh
Manager Onslow Airport

AUTHORISING OFFICER AND POSITION: Alan McColl
Acting Director Infrastructure

NAME OF APPLICANT/RESPONDENT: Not Applicable

DATE REPORT WRITTEN: 8 January 2020

DISCLOSURE OF FINANCIAL INTEREST: The author and the authorising officer have no financial, proximity or impartiality interests in the proposal

PREVIOUS MEETING REFERENCE: Not Applicable

REASON FOR CONFIDENTIALITY

The Manager Onslow Airport's Report is confidential in accordance with s5.23 (2) the *Local Government Act 1995* because it deals with matters affecting s5.23 (2):

(d) *legal advice obtained, or which may be obtained, by the local government and which relates to a matter to be discussed at the meeting.*

Officers Recommendation and Council Decision

MOVED: Cr D Diver

SECONDED: Cr P Foster

That with respect to the Security Measure Upgrades – Onslow Airport, Council:

- 1 Support the grant submission to the Regional Airport Security Screening Fund for the amount of \$405,000 (excl. GST) - CONFIDENTIAL ATTACHMENT 18.1A;**
- 2. Delegate authority to the Acting Chief Executive Officer to award a Contract, under the WALGA Preferred Supplier arrangement, subject to the above budget variation being met, to L3 Communications for an estimated cost of \$405,000 (excl. GST); and**
- 3. Authorise the Acting Chief Executive Officer to manage the contract, including the provision of possible variations, providing the variation is necessary in order for the goods or services to be supplied and does not change the scope of the contract and managed within the overall budget for the project.**

CARRIED BY ABSOLUTE MAJORITY 8/0

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18.2 CONFIDENTIAL ITEM - DEED OF SETTLEMENT AND RELEASE – NORTH ROSSA

MINUTE: ~~754/2020~~ 18/2020

FILE REFERENCE:	WMO9
AUTHOR'S NAME AND POSITION:	Paul Sheedy Acting Chief Executive Officer
AUTHORISING OFFICER AND POSITION:	Paul Sheedy Acting Chief Executive Officer
NAME OF APPLICANT/RESPONDENT:	Not Applicable
DATE REPORT WRITTEN:	20 January 2020
DISCLOSURE OF FINANCIAL INTEREST:	The author has no financial, proximity or impartiality interests in the proposal
PREVIOUS MEETING REFERENCE:	Agenda Item 18.4 (Minute: 707/2019) - Ordinary Meeting of Council 17 December 2019

REASON FOR CONFIDENTIALITY

The Acting Chief Executive Officer's Report is confidential in accordance with s5.23 (2) of the *Local Government Act 1995* because it deals with matters affecting s5.23 (2):

- (c) *a contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting.*
- (d) *legal advice obtained, or which may be obtained, by the local government and which relates to a matter to be discussed at the meeting.*
- (e) *a matter that if disclosed, would reveal;*
 - I. a trade secret;*
 - II. information that has a commercial value to a person; or*
 - III. information about the business, professional, commercial or financial affairs of a person,*

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Officers Recommendation and Council Decision

MOVED: Cr D Diver

SECONDED: Cr M Lynch

That in respect to the Confidential Item - Deed of Settlement and Release between the Shire of Ashburton and North Rossa Ltd, Council:

- 1. Accept and endorse the terms of the Deed of Settlement and Release CONFIDENTIAL ATTACHMENT 18.2;**
- 2. Agree to pay North Rossa Ltd \$250,000 (incl. GST) and approve a budget variations for the 2019/20 Budget as follows:**
 - a) Increase Expenditure Account GL/Job 04018 /LEG02 'Legal Expenses General' by \$150,000 from \$354,436 to \$504,436;**
 - b) Increase Capital Income GL 041049 'Transfer from Reserve' (Financial Risk) by \$150,000 from \$0 to \$150,000; and**
- 3. Authorise the Shire President and Acting Chief Executive Officer to sign the Deed of Settlement and Release and affix the Common Seal of the Shire of Ashburton.**

CARRIED BY ABSOLUTE MAJORITY 8/0

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18.3 CONFIDENTIAL – REQUEST TO PURCHASE VACANT LAND, TOM PRICE

MINUTE: ~~755/2020~~ 19/2020

FILE REFERENCE: PE06

AUTHOR'S NAME AND POSITION: Janelle Fell
Manager Land and Asset Compliance

AUTHORISING OFFICER AND POSITION: Brian Cameron
Director Property and Development Services

NAME OF APPLICANT/RESPONDENT: Not Applicable

DATE REPORT WRITTEN: 30 January 2020

DISCLOSURE OF FINANCIAL INTEREST: The author and the authorising officer have no financial, proximity or impartiality interests in the proposal.

PREVIOUS MEETING REFERENCE: Not Applicable

REASON FOR CONFIDENTIALITY

The Acting Chief Executive Officer's Report is confidential in accordance with s5.23 (2) *the Local Government Act 1995* because it deals with matters affecting s5.23 (2):

(c) a contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting.

Officers Recommendation and Council Decision

MOVED: Cr P Foster

SECONDED: Cr M Lynch

That with respect to the Confidential Item - Request to Purchase Vacant Land, Tom Price, Council:

- 1. Accept the recommendation of the confidential report.**

CARRIED 8/0

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**18.4 CONFIDENTIAL ITEM - REQUEST FROM MACKEREL ISLANDS PTY LTD
TO EXTEND DEVELOPMENT APPROVAL FOR USE OF TOURIST
ACCOMMODATION FOR WORKFORCE ACCOMMODATION**

MINUTE: ~~756/2020~~ **20/2020**

FILE REFERENCE:	LP20
AUTHOR'S NAME AND POSITION:	Andrew Davis Principal Town Planner
AUTHORISING OFFICER AND POSITION:	Brian Cameron Director Property and Development Services
NAME OF APPLICANT/RESPONDENT:	Mackerel Islands Pty Ltd (Drew Norrish)
DATE REPORT WRITTEN:	22 January 2020
DISCLOSURE OF FINANCIAL INTEREST:	The author and the authorising officer have no financial, proximity or impartiality interests in the proposal.
PREVIOUS MEETING REFERENCE:	Agenda Item 18.1 (Minute No. 685/2018) Ordinary Meeting of Council 19 November 2019

REASON FOR CONFIDENTIALITY

The Principal Town Planner's Report is confidential in accordance with s5.23 (2) the *Local Government Act 1995* because it deals with matters affecting s5.23 (2):

(d) legal advice obtained, or which may be obtained, by the local government and which relates to a matter to be discussed at the meeting.

Officers Recommendation

MOVED: Cr D Diver

SECONDED: Cr L Rumble

That with respect to the Confidential Item - Request from Mackerel Islands Pty. Ltd.to Extend Development Approval for Use of Tourist Accommodation for Workforce Accommodation, Council:

1. With regard to Planning Approval 20120510, authorise the Acting Chief Executive Officer to extend the planning approval to expire on 31 December 2024;
2. With regard to Planning Approval 20120510, modifies condition 1 to read:
Condition 1. This Planning Approval expires on 31 December 2024;
3. Advise the Department of Planning, Land and Heritage of its decision; and

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4. Request the Shire President and Acting Chief Executive Officer to continue to liaise with the Minister for Planning, Lands and Heritage to ensure Council's concerns regarding the ongoing impact created by the use of the Mackerel Island resort for workforce accommodation on the desirability of Onslow as a tourist destination and the subsequent effect on the local economy.

The Mover Cr Diver and Seconder Cr Rumble agreed to withdraw their motion

Council Decision

MOVED: Cr M Gallanagh

SECONDED: Cr M Lynch

That with respect to the Confidential Item - Request from Mackerel Islands Pty. Ltd. to Extend Development Approval for Use of Tourist Accommodation for Workforce Accommodation, Council:

- 1. That this agenda item lay on the table until the Ordinary Meeting of Council to be held 10 March 2020.**

CARRIED 8/0

Reason for change: To allow the Shire President to obtain further information from the State Government on the Crown Lease conditions.

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18.5 CONFIDENTIAL ITEM - WITTENOOM LITIGATION MATTER

MINUTE: ~~757/2020~~ **21/2020**

FILE REFERENCE:	LS34 LS104
AUTHOR'S NAME AND POSITION:	Paul Sheedy Acting Chief Executive Officer
AUTHORISING OFFICER AND POSITION:	Paul Sheedy Acting Chief Executive Officer
NAME OF APPLICANT/RESPONDENT:	Not Applicable
DATE REPORT WRITTEN:	10 February 2020
DISCLOSURE OF FINANCIAL INTEREST:	The author has no financial, proximity or impartiality interests in the proposal.
PREVIOUS MEETING REFERENCE:	Confidential Agenda Item 8.1 (Minute No 631/2019) – Audit and Risk Committee Meeting 18 September 2019 Confidential Agenda Item 18.1 (Minute No. 689/2019) – Audit and Risk Management Committee Meeting 17 December 2019

REASON FOR CONFIDENTIALITY

The Acting Chief Executive Officer's Report is confidential in accordance with s5.23 (2) *the Local Government Act 1995* because it deals with matters affecting s5.23 (2):

- (b) *the personal affairs of any person;*
- (d) *legal advice obtained, or which may be obtained, by the local government and which relates to a matter to be discussed at the meeting.*

Council Decision

MOVED: Cr L Rumble

SECONDED: Cr D Diver

That with respect to the Confidential Item - Wittenoom Litigation Matter, Council:

- 1 Accept the recommendation of the confidential report.**

CARRIED BY ABSOLUTE MAJORITY 8/0

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Council Decision

MOVED: Cr D Diver

SECONDED: Cr L Rumble

That Council re-open the meeting to the public at 3.06 pm.

CARRIED 8/0

19. NEXT MEETING

The next Ordinary Meeting of Council will be held on 10 March 2020, Council Chambers, Onslow Shire Complex, Onslow commencing at 1.00 pm.

20. CLOSURE OF MEETING

There being no further business to discuss the Presiding Member closed the meeting at 3.06 pm.

UNCONFIRMED MINUTES

Shire of Ashburton Council Resolutions - Status

Decision Number	Date of Meeting	Meeting Type	Item Title	Council Decision	Officers Status Update	Directorate Responsibility	Estimated Due Date	% Complete	
1	List the Decision (Resolution) number, which is unique	01/07/00	Select one of OCM or SCM	List the Title of the Item from the Minutes	This record contains all resolutions of Council since 26 April 2017 (and any 'known' outstanding prior to this date), excluding procedural motions, which have no action, other than those that are deferred or laid on the table, which may have subsequent actions.	The responsible officer (or delegate) to ensure that each task is referenced concisely and clearly. Simply adding the word "Complete" is inadequate. Using the term "Ongoing" is also considered insufficient and inaccurate.	Select one of 6 Directorates	The estimated due date should reflect the date that the task is proposed to be completed	Governance to ensure that all rows have at least 0% recorded
7	11859	17/09/14		Proposed Memorandum of Understanding for Pilbara Regional Council to undertake conservation works at Old Onslow.	That Council: 1. Endorse the proposal by the Pilbara Regional Council to undertake conservation works at the Old Onslow Townsite in accordance with its proposal and \$1 million budget provided in the Onslow Social Infrastructure Fund; and 2. Authorise the Chief Executive Officer to execute the Memorandum of Understanding (MOU) and proposal provided by the Pilbara Regional Council, and negotiate any minor variations required to the scope of works.	Cemetery conservation works completed. Townsite pegged for grading of streets. WAPC conditionally approved DA for streets, parking bays, fencing around gaol and Police grounds, interpretive signage and tourist street signage - regulation 10 consent required which is pending BTAC support. App requires further development prior to being usable and loading content. (November 2019)	Property and Development Services	15/03/20	99%
12	14.2	18/02/15	OCM	Proposed change of purpose for reserve 42467 from 'Recreation – Model Aircraft' to 'Cultural Purposes' to allow for the use of the land for Aboriginal Arts and Cultural Tours	That Council: 1. Request the Minister for Lands to: a) Amend the purpose of Reserve 42467 from 'Recreation to 'Cultural purposes'; b) Issue a Management Order to the Shire of Ashburton with power to lease Reserve 42467; and 2. Authorise the CEO to negotiate the terms of and execute a lease agreement between the Shire of Ashburton and Mr. Stevens or his nominated corporate identity for use of Reserve 42467.	Step One completed. Lease outstanding due to DPLH delay with dedication of road. (January 2020)	Property and Development Services	30/06/20	99%
15	11972	17/06/15	OCM	Karratha / Tom Price - Lobbying Proposal for Funding.	That Council: 1. Note that there are multiple economic and social benefits to sealing the Karratha-Tom Price route, that this project sits comfortably with the original aims and objectives of RfR and that it also delivers on all six policy objectives of the RfR Program; 2. Note that any contribution from the private sector and the Shire should be "gifted" to the State Government for the specific purpose of constructing the road and on this basis would attract a higher (dollar for dollar) matched funding from the Commonwealth; 3. Proceed to discuss with stakeholders their support for the Shire to submit an application to the RfR Program for staged funding to complete the Karratha-Tom Price route and authorise the President and CEO to promote the grant application at both state and federal political levels as required (conditional though, that within the eventual grant approval process, the Shire's two policies applicable to Asset Management (ENG09) and Financial Sustainability (ELM10), and its Long Term Financial Plan, must suitably accommodate the road construction schedule and its long term road maintenance program.	Progressing Application for funding for the Karratha-Tom Price Rd was submitted for Rounds 2 (and 3) of the Commonwealth Stronger Regions Fund, but were unsuccessful. A Lobbying Plan has been developed. Copies of the Plan have been provided to PDC who has already indicated support for the project. PDC has allocated \$50,000 to expand on the Shire's existing study. Ongoing lobbying will be undertaken in conjunction with PRD and other stakeholders. Plan has been provided to Main Roads WA, who will liaise with PDC. PDC study progressing with the Shire of Ashburton and the City of Karratha also contributing (\$25,000 and \$10,000 respectively) to provide the necessary funds \$85,000 for the study). There is no indication as to when a decision on Stage 4 is to be made by the State and Federal governments MRWA have agreed to construct and seal the \$50m+ Stage 3 funded by the State as an election promise. Survey, Design and asbestos removal proceeding. After design finalised MRWA will start transfer process (all to be completed by December 2019). The Shire have paid Main Roads, Acting CEO has signed off on the invoice from Main Roads for \$350,000.	Infrastructure Services	10/03/20	99%

Decision Number	Date of Meeting	Meeting Type	Item Title	Council Decision	Officers Status Update	Directorate Responsibility	Estimated Due Date	% Complete
27 17.2	19/08/16	OCM	Notice of Motion in regards to a review of the Transient Worker Accommodation Policy	CEO to initiate a review of LPP13 transient worker accommodation policies and any other related planning in light of other related Councilors opposition to double bunking. Councilors have expressed concerns as Chevron's intentions to double bunk at their Wheatstone Project.	Is prepared to suspend Stage 2 development for period of 12 months (to be reviewed in March 2020); and proposed strategy to review and update all LPPs submitted to Director PDS. LPP review strategy prepared and submitted to Manager Development Services 11/09/2019	Property and Development Services	31/03/20	70%
33 28	27/09/16	OCM	Notice of Motion – Proposal for RV Friendly Town Status	That Council continue to pursue the achievable essential criteria of being an RV Friendly district, as budget funding permits.	Funding allocated in 2019/20 FY to undertake works. Works can't proceed until there is an agreement with Main Roads on the proposed Information Bay site at the Milne/Paraburdoo- Tom Price Roads.	Office of the CEO	31/12/20	20%
35 39	27/09/16	OCM	Notice of Motion – Request a report on the formulation of a policy on Greening Ashburton.	That Council: 1. Approve the development of a whole of district integrated Landscaping Plan; and 2. At its 2016/17 Annual Budget Review, consider the potential of providing additional funds to progress district landscaping as outlined in the Plan. 3. Not progress a Local Law to control removal of trees on private property.	As discussed with Councilors on 20th November 2018 at Paraburdoo pertaining to Greening Ashburton. Ian Hamilton confirms the following: * Estimated approximately 200 trees for Onslow and 100 trees between Tom Price and Paraburdoo; * Tree species in question are 90Lts containerised bags and seeking a mixture of the following species: i. Melaleuca leucadendra (Common Name ... Fine Leaf Paperbark; Weeping Paperbark); ii. Tipuana tipu (Common... Name Rosewood); iii. Poinciana delonix spp regia (Common Name... Fine Leaf Paperbark; Weeping Paperbark) It is anticipated planting will commence after the summer heat period (March/April 2019). The 90Lt option will give an immediate visual effect and be more likely to survive with a full irrigation system/s installed. Paraburdoo Irrigation system currently being upgraded and Onslow tree planting to commence end June 2019. 1/8/19 - planting commenced in Onslow with installation of irrigation systems and in Paraburdoo are on track for construction and trees will be planted without irrigation systems in place. Tree planting in progress where irrigation has been installed. RFT Currently being advertised for irrigation in the Onslow area, Ongoing.	Infrastructure Services	10/03/20	65%

Decision Number	Date of Meeting	Meeting Type	Item Title	Council Decision	Officers Status Update	Directorate Responsibility	Estimated Due Date	% Complete
230/2017	21/09/17	OCM	Weed Management within the Shire	That with respect to weed management within the Shire, Council: 1. Assist the Department of Primary Industries and Regional Development and the Pilbara Mesquite Management Committee with the development of a management plan and associated on ground activity that will address non-compliances under the Biosecurity and Agriculture Management Act 2007 from the presence of declared weeds on land under the management of the Shire of Ashburton; and 2. Develop in consultation with the CSIRO Land & Water Division, the Department of Biodiversity, Conservation and Attractions and the Department of Primary Industries and Regional Development, a management and community education/engagement plan for addressing control measures around priority and emerging environmental weeds such as Leucaena, Stinking Passion Fruit Bush, Ruby Dock and Kapok Bush; and 3. Ensure that Leucaena in particular and other environmental weeds on Council managed land is removed as part of ongoing awareness and monitoring programs.	1. EH will liaise with relevant stakeholders to develop a management plan for declared weeds on Shire land. Will aim to have in place in first quarter 2018. 2. EH will liaise with relevant stakeholders to develop education plan around environmental weeds. Will aim to have in place in first quarter 2018. 3. EH to work with IS (TMO's) to ensure appropriate knowledge around Leucaena and other environmental weeds and on-going removal from Shire land. (October 2017) Working with Pilbara Mesquite Management Committee to address declared weeds. Draft strategy to be reviewed. May need consideration in 18/19 budget. Continuing to work with Infrastructure Services and other local groups on control of Leucaena in inland towns. (March 2018) Awaiting commencement of new Manager Environmental Health to address. (June 2018) Discussion need to be held with Infrastructure Services to establish a program moving forward.	Property and Development Services	01/04/20	10%
255/2017	24/10/17	OCM	Proposed Permanent Closure of Pedestrian Access Way between Carob Street and Poinciana Street, Tom Price	That with respect to the proposed closure of the western PAW in Tom Price, Council: 1. Request the Minister for Planning, Lands, and Heritage to close the PAW located at the western end of Poinciana and Carob Streets, Tom Price as described in the attached plan 170307-CP-01 ATTACHMENT 14.3C; and 2. Advise all parties who have made submissions regarding this matter of the Council's request, noting the ultimate decision and any resultant amalgamations rest with the Minister.	Request sent to Minister. Advice sent to relevant parties. Awaiting response from Minister. (November 2017) Still awaiting Ministerial approval (March 2018) Closure pending final agreement between land owner and Dept Planning, Lands and Heritage. DPLH waiting for comment from Rio regarding underground assets in the PAW (March 2020)	Property and Development Services	15/03/20	90%
266/2017	21/11/17	OCM	Adoption of Shire of Ashburton Local Planning Strategy for the purpose of Advertising	That with respect to the Shire of Ashburton Local Planning Strategy, Council: 1. Submit the Strategy to the Western Australian Planning Commission with a request to certify the Strategy with the following modifications: a. Delete the following text from section 3.1.2.3: Due to its location on relatively low-lying land, the recently completed Coastal Hazard Risk Management and Adaptation Plan for the Onslow Coast (CHRMAP) recommends against further intensification of development at Bindi Bindi. The identified flooding and inundation risk is not expected to significantly threaten the community within the time-horizon of this Strategy. Investigations should commence to consider the future relocation Bindi Bindi to a new site, or to gradually integrate residents into town. b. Insert the following text into section 3.4.1 under the 'Accessibility' subheading: Further, the Shire strongly advocates the improvement of the access to Mount Augustus; and 2. Following the Commission's certification, advertise the Strategy in accordance with section 13 of the Planning and Development (Local Planning Schemes) Regulations 2015 for a minimum of 60 days, widely promoting it in accordance with the consultation processes outlined in the officer's report.	1. Request to certify the LPS for advertising sent to WAPC for consideration with relevant modifications made as per Council resolution. 2. Awaiting certification from WAPC prior to advertising. (December 2017) Minor modifications required. Working through these prior to consent to advertise. Likely to go to advertising in May 2018. (April 2018) Advertising expected in July when planning consultants are available. (June 2018) Advertising commenced 18 July 2018, closes 14 September 2018. (August 2018) Advertising complete - assessment of submissions and amendments/updates to be presented at July 2019 OCM	Property and Development Services	15/03/20	70%

Decision Number	Date of Meeting	Meeting Type	Item Title	Council Decision	Officers Status Update	Directorate Responsibility	Estimated Due Date	% Complete
285/2017	15/12/17	OCM	Planning Scheme Amendment No. 32 - Conversion of Existing Local Planning Scheme No. 7	<p>PART 1</p> <p>That with respect to the proposed Planning Scheme Amendment No.32 - conversion of existing Town Planning Scheme No.7 to Model Scheme Text, and associated matters, Council resolve:</p> <p>1.That the local government, pursuant to section 75 of the Planning and Development Act 2005, amend the above Local Planning Scheme by:</p> <p>a.Converting the Scheme text to the Model Scheme Text Format as established in the Planning and Development (Local Planning Schemes) Regulations 2015, Schedule 1 and making the Scheme text consistent with the Deemed Provisions;</p> <p>b.Introducing the following Supplemental Provisions into the converted Scheme:</p> <p>i.Clause 61(1)(k) Notwithstanding the zoning table or any other Scheme requirements, any proposed development or use located within a Special Control Area shall require submission of a development application to Council for assessment, unless otherwise determined.</p> <p>ii.Clause 61(1)(l) The erection or extension of an outbuilding, external fixture, boundary wall or fence, patio, pergola, veranda, garage, carport or swimming pool on the same lot as a single house if a single house is a permitted ("P") in the zone where the R Codes do not apply and where the development standards set out in the scheme for that particular zone (including boundary setbacks) are satisfied, unless the development is located in a place that is: entered in the Register of Heritage Places under the Heritage of Western Australia Act 1990; or the subject of an order under the Heritage of Western Australia Act 1990 Part 6; or included on a heritage list prepared in accordance with this Scheme; or within an area designated under the Scheme as a heritage area; or the subject of a heritage agreement entered into under the Heritage of Western Australia Act 1990 section 29.</p>	Principal Planner preparing documents for submission to EPA &WAPC (January 2018); Amendment report to be completed following consideration and final adoption of Local Planning Strategy, to be presented at August 2019 OCM as the Strategy is a higher priority document.	Property and Development Services	15/03/20	30%
285/2017	15/12/17		Planning Scheme Amendment No.32 - Conversion of Existing Local Planning Scheme No.7	<p>PART 2</p> <p>iii.Clause 61(1)(m) The advertisements contained in Schedule 2 of this Scheme do not require development approval.</p> <p>iv.Clause 61(1)(n) The erection of a boundary fence in a zone where the R Codes do not apply.</p> <p>v.Clause 61(1)(o) The carrying out of works urgently necessary to ensure public safety, for the safety or security of plant or equipment or for the maintenance of essential services.</p> <p>i.Clause 61(1)(p) The use of land which is a permitted (P) or incidental (I) use in the zone in which that land is situated provided it does not involve the carrying out of any building or other works or requires the provision of additional car parking.</p> <p>vii.Clause 61 (1)(q) The carrying out of works associated with low impact telecommunications facilities as defined by the Telecommunications (Low Impact Facilities) Determination 1997.</p> <p>c.Deleting Appendix 11 – Ashburton North Strategic Industrial Area (SIA).</p> <p>d.Amending the Scheme Maps in accordance with Tables 1, 2, and 3 contained in the Officer's report;</p> <p>2.That the Amendment is complex under the provisions of the Planning and Development (Local Planning Schemes) Regulations 2015 for the following reason(s):</p> <p>a.the amendment is not addressed by any local planning strategy; and</p> <p>b.the amendment relates to development that is of a scale, or will have a significant impact relative to development in the locality;</p> <p>3.To request the Acting Chief Executive Officer to prepare the necessary documentation accurately describing the proposed Scheme Amendment for submission to the Western Australian Planning Commission, and for the purpose of public advertising and referral to the Environmental Protection Authority for assessment.</p>	Principal Planner preparing documents for submission to EPA &WAPC (August 2019); see part 1	Property and Development Services	15/03/20	30%

Decision Number	Date of Meeting	Meeting Type	Item Title	Council Decision	Officers Status Update	Directorate Responsibility	Estimated Due Date	% Complete
357/2018	23/04/18	OCM	Ocean View Caravan Park – Realignment of boundary and excision for dedication as a road	That with respect to the request to realign the boundary and excise portion for dedication as a road at the Ocean View Caravan Park, Council: 1.Endorse the proposed realignment of the boundary between Lot 3001 on Plan 48469, Reserve 24405, Onslow (Ocean View Caravan Park), and Lot 3502 on Plan 48469, Reserve 49320, Onslow (ANZAC Memorial Park) and authorises the necessary application be made to the Minister for Lands (ATTACHMENT 13.5B); 2.Resolve, in accordance with section 51 of the Land Administration Act 1997, to request the Minister for Planning, Lands and Heritage to: a.Excise from Reserve 24405 that land identified on Lot 3001 on Deposited Plan 48469 as 'Road Widening'; and b.Modify Reserve 24405 to include Lots 300, 3502, and 3508 on Deposited Plan 408851; 3.Resolve to close that portion of First Avenue, Onslow identified as Lot 3508 on Deposited Plan 408851 in accordance with Section 58 of the Land Administration Act 1997; a.Advertise the proposed road closure in accordance with regulation 9 of the Land Administration Regulations 1998; and b.If no objections are received, Request the Minister for Planning, Lands and Heritage to permanently close that portion of First Avenue; 4.In accordance with section 56 of the Land Administration Act 1997, to request the Minister for Planning, Lands and Heritage to dedicate that portion of Lot 3001 on Plan 48469 identified on Deposited plan 408851 as 'Road Widening' as a public road; and 5.In accordance with section 56 (4) of the Land Administration Act 1997, advise the Minister for Planning, Lands and Heritage that the Shire indemnifies the Minister against any claim for compensation in respect of the land.	Public notice of road closure undertaken with no comment received. Formal request forwarded to Department of Planning, Lands and Heritage 14 June 2018. DPLH undertaking NT investigations. Delay due to additional rationalisation. (March 2020)	Property and Development Services	30/06/20	80%
371/2018	22/05/18	OCM	Request for Excision and Dedication of Portions of Unallocated Crown Land and Portion of Mine Road as a Road	That with respect to the request to dedicate the subject portions of Unallocated Crown Land and Mine Road, Tom Price, Council: 1.Resolve, in accordance with section 56 of the Land Administration Act 1997, to request the excision and dedication of the portions of Unallocated Crown Land as depicted in the attached plans, being Lots 23, 24 and 26 on Deposited Plan 241873 and Lot 500 on Plan 409463, for the purpose of public roads; 2.Advise the Department of Planning, Lands and Heritage in writing of the Shire of Ashburton's commitment to indemnify the State, the Department and the Minister for Planning, Lands and Heritage; 3.Resolve, in accordance with section 56 of the Land Administration Act 1997, to request the excision and dedication of that portion of Mine Road being Lot 9 on Plan 047815 as depicted in the attached plan, for the purpose of a public road; and 4.Request Main Roads Western Australia of the Recommendations 1 and 3, above for the purposes of updating the Heavy Vehicle Network Road Network database.	DPLH progressing. Street names yet to be supplied by Traditional Owners and endorsed by Council. (Mach 2020)	Property and Development Services	30/06/20	50%
456/2018	20/11/18	OCM	Request for Council Direction - Lot 350 Boonderoo Road, Tom Price	That with respect to the Request for Council Direction - Lot 350 Boonderoo Road, Tom Price, that Council: 1.Authorise the Chief Executive Officer to: a)Negotiate the terms of a development lease agreement for Lot 350 on Deposited to Council for final approval prior to execution of the lease; and b)Apply the Common Seal, in the presence of the Shire President, to the approved development lease agreement for execution; 2.Authorise the Chief Executive Officer to continue to carry out deconstraining activities in accordance with the contents of this report and budget allocation; 3.Authorise the Chief Executive Officer to investigate the potential of expansion of the Light Industrial Area on Mine Road; 4.Authorise the Chief Executive Officer, pending viability, to seek opportunities for a joint development venture and report back to Council with any prospective development model; and 5.Request the Chief Executive Officer report to Council for further consideration, when all deconstraining activities and investigations have been completed.	Formal request for new lease sent to DPLH. DPLH progressing. Expired lease in Holding Over in interim. (March 2020)	Property and Development Services	30/06/20	75%

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345 458/2018	20/11/18	OCM	Proposed change of Reserve Purpose with Power to Lease - Reserves 39894 and 46292	That with respect to the Proposed Change of Reserve Purpose with Power to Lease – Reserve 39894, that Council: 1.Request the Minister for Lands to change the purpose of Reserve 39894 from "Drainage" to Drainage and Public Purposes', with Power to Lease.	Formal request sent to Department of Planning, Lands and Heritage. DPLH confirmed Power to Licence to be included on Management Order in January 2020. (March 2020)	Property and Development Services	30/06/20	80%
354 467/2018	20/11/18	OCM	Objection to Mining Lease 08/521 - North Rossa Pty Ltd	That with respect to the Objection to Mining Lease 08/521 – North Rossa Pty Ltd, that Council endorse the Chief Executive Officer's actions associated with: 1.Engagement of legal representatives Castledine Gregory Lawyers to commence legal action if required; and 2.Lodgment of the Shire's objection to the Wardens Court.	Castledine Gregory Lawyers lodged the objection. The Warden's Court has informed that the matter will be listed for mention only on 18 January 2019. (January 2019) CEO received letter from Castledine Gregory Lawyers 06/02/2019, pending outcome	Infrastructure Services	16/04/20	50%
376 493/2019	12/02/19	AT	Onslow Water Tanks Public Art Project	That with respect to the Onslow Water Tanks Public Art Project and the vision to develop and be part of a regional mural trail, the Tourism Development Committee recommends that Council: 1.Seek quotes from persons listed in ATTACHMENT 7.1B for a mural project which includes site preparation, consultation and community workshops, design drafts and project execution; 2.Request the Chief Executive Officer to pursue grant/commercial funding to support the mural project; 3.Request the President and Chief Executive Officer to approach Rio Tinto to investigate similar mural projects and contributions for their water tanks in Tom Price and Paraburdoo in order to achieve a 'Water Tank Art Trail' for the Shire; and 4.Request the Chief Executive Officer to pursue a 'Water Tank Art Trail' for relevant Pilbara and Gascoyne towns with similar 'public art' trail possibilities.	International mural artist from Brisbane (Guido van Helten) has been engaged by the Shire Tourism & Economic Development Specialist. Third party contracts have been finalized.	Office of the CEO	31/08/20	30%
391 507/2019	12/02/19	OCM	Paraburdoo Shops Rear Carpark Crossover	That with respect to MINUTE: 374/2018 Paraburdoo Shops Rear Carpark Crossover that Council in accordance with Regulation 10(1a) of the Local Government (Administration) Regulations 1996, Council Resolution dated 22 May 2018, Item 15.1, being: "That with respect to the vehicular crossover in the northern car park of the Paraburdoo Shopping Centre referred to in the report, Council: 1.Notes this report; 2.Supports the closing of the vehicular crossover in the northern car park of the Paraburdoo Shopping Centre; and 3.Instructs the Chief Executive Officer to make a budget provision of \$11,000 in the 2018/19 Budget to decommission the vehicle crossover in the northern car park of the Paraburdoo Shopping Centre." be REVOKED. Officers Recommendation 2 That the Chief Executive Officer undertake to have an engineering control in place to ensure we reduce the speed to 20 kms per hour while using the crossover. 2.Take necessary steps to monitor this arrangement over the next twelve months and submit a further report to Council with the findings in first quarter of 2020. 1.That the Chief Executive Officer undertake to have an engineering control in place to ensure we reduce the speed to 20 kms per hour while using the crossover. 2.Take necessary steps to monitor this arrangement over the next twelve months and submit a further report to Council with the findings in first quarter of 2020.	A new RFQ will be developed to deliver traffic control devices as per council resolution. Original SOW completed in May 2019, additional work is now required as per cr Diaz requested received June 2019. 25.6.19 1/8/19 additional drawing requested by Cr Dias	Infrastructure Services	10/03/20	90%
422 533/2019	12/03/19	OCM	Smoke Free Signage Project	That with respect to the Smoke Free Signage Project, that Council: 1. Support the design of smoke free signage age by school children and for the designs then to be printed on to signs and placed in designated areas throughout the Shire; and 2.Consider a submission to the 2019/20 Annual Budget that provides for \$8000 towards the implementation of the Smoke Free Signage Project.	To be progressed in 3rd Term School Year in collaboration with WACHS. KB 24.01.2020 - Contact has been made with DoH with regards to last 3 engagement sessions with Tom Price, Paraburdoo, Pannawonica schools. Onslow has completed the engagement session in 2019.	Community Services	31/05/20	50%

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436 548/2019	23/04/19	OCM	Outcome of Public Advertising of Proposed Permanent Closure of 6,689m2 Unconstructed Section of First Avenue Onslow	That with respect to Outcome of Public Advertising of Proposed Permanent Closure of 6,689m2 Unconstructed Section of First Avenue Onslow, that Council: 1. Authorise the Chief Executive Officer to formally request the Minister for Lands permanently close the 6,689m2 unconstructed section of First Avenue, Onslow formally described as Public Road Land ID Number 3488919 and shown as hatched on the plan provided in the report and ATTACHMENT 13.1 and for the closed road to be reserved for the purpose of Coastal Foreshore (or similar) with a power to lease; and 2. Should the Minister for Land close Public Road Land ID Number 3488919 and reserve for the purpose of Coastal Foreshore (or similar) with a power to lease, the Chief Executive Officer be requested to determine any interest in leasing the reserve and to provide Council with a further report in relation to leasing arrangements.	Formal request being processed by Department of Planning, Lands and Heritage. DPLH have advised that they will not create that portion of land proposed to be leased to the Beach Club as a Crown reserve, but would consider leasing it to the Shire with the ability to sub-lease. Balance of the closed road may be reserved. DPLH advised Water Corp asset underground - easement may be required. Applicant regularly advised of progress. (March 2020)	Property and Development Services	30/06/20	95%
438 550/2019	23/04/19	OCM	Authorisation of Public Open Space 'Cash-in-lieu' Funds and Proposed Mountain Bike Pump Track on Reserve 40195, Tom Price	That with respect to the Proposed Mountain Bike Pump Track on Reserve 40195, Tom Price, that Council: 1. Endorse in principle based on ATTACHMENT 13.3B, the use and development of a Mountain Bike Pump Track on Lot 291 on Deposited Plan 14829 (Reserve 40195); 2. Authorise the Chief Executive Officer to progress the planning and implementation of the Pump Track including requesting the Minister for Planning for permission to use available Cash in Lieu funds of \$256,655. 3. Prior to finalising the location of a mountain bike pump track on Lot 291 on Deposited Plan 14829 (Reserve 40195), the Chief Executive Officer be requested to carry out a public consultation program that specifically seeks the views of the owners/residents of the Coolibah Street neighborhood for the proposed track on Reserve 40195 and report back to Council for consideration; and 4. Consider for the 2019/20 budget an allocation to the establishment of the Tom Price Mountain Bike Pump Track as follows: a. expenditure of \$236,655 from the money held in trust fund T8000 – Public Open Spaces Bonds; and b. expenditure of \$105,341 from the Rio Tinto Partnership Reserve Fund.	Community Consultation Plan being prepared to consult local and wider community regarding use of Reserve 44839	Property and Development Services	01/05/20	80%
442 554/2019	21/05/19	AT	Reef to Range Photo Competition 2019/20	That with respect to the Reef to Range Photo Competition 2019/20, the Ashburton Tourism Development Committee recommend Council: 1. Endorse the concept and actions associated with undertaking the Reef to Range Photo Competition 2019/20; 2. Endorse the categories, judging processes and Terms and Conditions of the Reef to Range Photo Competition 2019/20 (ATTACHMENT 7.1); 3. Allocate \$6,000 for prizes associated with the Reef to Range Photo Competition 2019/20 from existing funds from the 2018/19 Budget; and 4. Nominate the following members of the Ashburton Tourism Development Committee participate in the Reef to Range Photo Competition 2019/20 judging panel: *Cr D Diver *Cr M Gallanagh *Cr L Rumble *Cr M Lynch	Competition has commenced and the competition closes at end January 2020. Photos will then be shared with the judging panel with the winners being announced at end of February or early March 2020.	Office of the CEO	11/03/20	75%

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454 568/2019	21/05/19	OCM	Award of RFT 04.19 Onslow Class IV Landfill Project - Early Works for Pilbara Regional Waste Management Facility	That with respect to Item 15.2 Award of RFT 04.19 Onslow Class IV Landfill Project - Early Works for Pilbara Regional Waste Management Facility that Council convenes on Wednesday 29 May 2019 at 7.00 pm for the purpose of determining RFT 04.19 Onslow Class IV Landfill Project - Early Works for Pilbara Regional Waste Management Facility and also, approves the use of instantaneous communications for the Special Meeting in the following locations: Location Councillors Council Chambers, Onslow Shire Complex, Second Avenue, Onslow Cr K White Tom Price Council Chambers, Central Road, Tom Price Cr M Lynch Cr P Foster Cr L Thomas Paraburdoo Library, Ashburton Avenue, Paraburdoo Cr L Rumble Cr I Dias Pannawonica Library, Pannawonica Cr M Gallanagh Koordarrrie Station Cr R de Pledge	Waiting on NTC insurance and work statement for BHP approval to commence works. Anticipate works commencing mid June 2019. NTC have provided a certificate of currency for insurance and subsequently contracts have been finalised and issued to NTC. NTC and BHP are working on finalising plan of works related to BHP Gas Main. 4.7.19 1/8/19 - NTC commenced contract today, works to be complete in 6-8 weeks. Progressing 11.12.19	Infrastructure Services	10/03/20	90%
457 572/2019	29/05/19	SCM	Award of RFT 04.19 Onslow Class IV Landfill Project - Early Works for Pilbara Regional Waste Management Facility	That with respect to RFT 04.19 Onslow Class IV Landfill Project - Early Works, that Council: 1.Resolve that Report CONFIDENTIAL ATTACHMENT 7.1 is confidential in accordance with s5.23 (2) of the Local Government Act 1995 because it deals with matters affecting s5.23 (2) (c): "a contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting;" 2.Note the attached Evaluation report CONFIDENTIAL ATTACHMENT 7.1. 3.Award RFT 04.19 Onslow Class IV Landfill Project - Early Works to NTC Contracting and authorise the Chief Executive Officer to enter into a contract with the preferred contractor; 4.Authorise the Chief Executive Officer to manage the contract, including the provision of possible variations, providing the variation is necessary in order for the goods or services to be supplied and does not change the scope of the contract and managed within the overall budget for the project; and 5.Authorise the Chief Executive Officer to progress to the next preferred contractor if issues arise relating to gaining Certificates of Currency for the relevant insurances prior to entering into a Contract for the project.	Waiting on NTC insurance and work statement for BHP approval to commence works. Anticipate works commencing mid June 2019. Change variation agreement complete, contract updated, works commenced Resheeting (SLK 0-5) 4.7.19. Progressing Works have been awarded but will not commence until April 2020.	Infrastructure Services	12/08/20	20%
472 587/2019	18/06/19	OCM	Request for Excision of Portion of Reserve 39923 for Amalgamation with Lot 1193 Pindari Place, Tom Price	That with respect to Request for Excision of Portion of Reserve 39923 for Amalgamation with Lot 1193 Pindari Place, Tom Price, Council: 1.Resolve in accordance with s51 of the Land Administration Act 1997, to request the Minister for Planning, Lands and Heritage to: a.Excise approximately 207m2 from Reserve 39923 generally in accordance with the attached plan, dated 7 May 2019 to enable its purchase and amalgamation with Lot 1193 on Deposited Plan 15095, ATTACHMENT 13.1A; and b.Request a new Management Order for the balance of Reserve 39923.	Request for excision sent to DPLH. Applicant advised of progress. (March 2020)	Property and Development Services	30/06/20	50%
475 590/2019	18/06/19	OCM	Request for Partial Road Closure, Stadium Road, Tom Price	That with respect to the Proposed Partial Road Closure, Stadium Road, Tom Price, Council: 1.Advertise the proposed closure of the portion 56.2m2 of Stadium Road, Tom Price and shown as identified as 'Area to be acquired' on Plan 10370-003 dated 02/2011 (ATTACHMENT 13.4A) in accordance with Section 58 of the Land Administration Act 1997; 2.Should no objections be received, the Minister for Planning, Lands and Heritage be asked to permanently close the subject portion of Stadium Road; 3.Should objections be received, the matter will come back to Council; and 4.Advise the Applicant accordingly and further advise that the Council does not wish to purchase the 'Area to be relinquished' as identified on Plan 10370-003 dated 02/2011 (ATTACHMENT 13.4A).	No objections or comment - request sent to Minister for determination. (January 2020)	Property and Development Services	30/06/20	99%

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483 598/2019	16/07/19	PRWMC	Confidential - Legal Matters Associated with the Shire's Objection 542702 Lodged with the Wardens Court to MLA 08/521 by North Rossa Pty Ltd	That with respect to the legal matters associated with the Shire's Objection 542702 lodged with the Wardens Court to MLA 08/521 by North Rossa Pty Ltd, the Pilbara Regional Waste Management Committee recommend Council to: Receive and note the termination of mediation undertaken in relation to Objection 542702; Authorise the Chief Executive Officer to take all necessary actions to ensure that any proposed mining activity does not impact the establishment and the long term operations of the Pilbara Regional Waste Management Facility; and Request the Chief Executive Officer to continue to keep the Pilbara Regional Waste Management Committee informed on the Wardens Court action and any other relevant matters.	1/8/2019 - To be updated at next Waste committee meeting in September. Negotiations are underway 11.12.19.	Infrastructure Services	10/03/20	75%
484 599/2019	16/07/19	PRWMC	Confidential Item - Pilbara Regional Class IV Waste Management Facility, Onslow - Key Project Milestones and Associated Risks	That with respect to the Confidential Item – Pilbara Regional Class IV Waste Management Facility, Onslow – Key Project Milestones and Associated Risks, Committee recommend Council: 1.Resolve that Report ATTACHMENT 8.2 is confidential in accordance with s5.23 (2) of the Local Government Act 1995 because it deals with matters affecting s5.23 (2) (c): “a contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting;” 2.Note the identified key issues / potential risks for the Pilbara Regional Class IV Waste Management Facility ('PRWMF') project; 3.Note the risks identified in the Report that could impact the development of the PRWMF and impacting on the estimated project time frame; and 4.Note CONFIDENTIAL ATTACHMENT 8.2.	Completed.	Infrastructure Services	10/03/20	99%
490 604/2019	16/07/19	OCM	Outcome of Public Notice of Proposed Permanent Closure of Portion of Pedestrian Access Way between Acalypha and Hibiscus Streets, Tom Price	That with respect to the Outcome of Public Notice of Proposed Permanent Closure of Portion of Pedestrian Access Way between Acalypha and Hibiscus Streets, Tom Price, Council 1.Resolve in accordance with section 58 of the Land Administration Act 1997, to request the Minister for Lands to permanently close the 270m2 portion of the Public Access Way linking Acalypha Street to Hibiscus Street as shown as addressed in the Shire report.	Department of Planning, Lands and Heritage progressing request. Memo requires endorsement by Assistant Manager prior to officer actioning. Rio Tinto consented to closure conditional on easements being lodged. Applicant kept abreast of progress.(March 2020)	Property and Development Services	30/06/20	50%
491 605/2019	16/07/19	OCM	Required Remediation Works on Reserve 39327 for the Purpose of Recreation (Speedway) comprising Lot 53 on Deposited Plan 186853 Nameless Valley Drive, Tom Price	That with respect to required remediation works on Reserve 39327 for the purpose of Recreation (Speedway) comprising Lot 53 on Deposited Plan 186853 Nameless Valley Drive, Tom Price, Council: 1.Authorise expenditure up to \$200,000 for remediation of Reserve 39327 from GL 111223; and 2.Authorise the Chief Executive Officer to undertake the remediation works as generally outlined with this Report.	Salvage and Disposal works completed. Ablution RFQ awarded - Practical Completion EOFY. Electrical compliance ongoing. (March 2020)	Property and Development Services	30/03/20	99%
494 608/2019	16/07/19	OCM	Award of Request for Tender (RFT) 06.19 Design and Construction of Onslow Depot Site Office and Staff Facilities	That with respect to RFT 06.19 Design and Construction of the Onslow Depot Site Office and Staff Facilities, Council: 1.Resolve that CONFIDENTIAL ATTACHMENT 15.1 is confidential in accordance with s5.23 (2) of the Local Government Act 1995 because it deals with matters affecting s5.23 (2) (c):“a contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting;” 2.Note the attached Evaluation report CONFIDENTIAL ATTACHMENT 15.1; 3.Award RFT 06.19 Design and Construction of the Onslow Depot Site Office and Staff Facilities to Modular WA for \$353,831.20 excluding GST; with an allowance for cost variation of up to but not exceeding \$25,000.00. Variation may be required to modify some of the accessories fitted to the facility; 4.Authorise the Chief Executive Officer to enter into a contract with the preferred contractor; and 5.Authorise the Chief Executive Officer to manage the contract, including the provision of possible variations, providing the variation is necessary in order for the goods or services to be supplied and does not change the scope of the contract and managed within the overall budget for the project.	1/8/2019 - Contract signed with works yet to be undertaken. Construction of the building is underway in Perth, expected delivery Feb 2020.	Infrastructure Services	10/03/20	50%

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495 609/2019	16/07/19	OCM	Response to Notice of Motion of 12 February 2019 in regard to 'Request for Pedestrian Crossing'	That with respect to response to Notice of Motion of 12 February 2019 in regard to 'Request for Pedestrian Crossing', Council: 1. Note the Report in response the Notice of Motion; 2. Approve the design and installation of 'Raised Plateau Speed Humps' in accordance with Main Roads Western Australia (MRWA) Standards at the crossing point from the shopping area to the library and immediately south of Stadium Road in principal; 3. Approve the installation of warning signs and road markings in accordance with the MRWA standards for 'Pedestrian Refuges' at the crossing points from the shopping area to the library and immediately south of Stadium Road; 4. Authorise the Chief Executive Officer to refer all works to MRWA for approval and undertake negotiations as required; and 5. Approve commissioning of a Traffic Impact Study's for Shared Traffic Zones in Onslow, Paraburdoo and Tom Price as determined necessary by the Chief Executive Officer.	Approved but works have not yet started. Further update to be provided. 11.12.19.	Infrastructure Services	10/03/20	20%
521 634/2019	18/09/19	OCM	Small Business Friendly Local Government Program	That with respect to the Small Business Friendly Local Government Program and the vision to facilitate economic prosperity and business development in our Shire, Council: 1. Seek membership to become a Small Business Friendly Local Government through the Small Business Development Corporation.	Local small business funding strategy/program being developed by Tourism & Economic Development Specialist. Will be put on hold now pending the recruitment of a new officer.	Office of the CEO	11/03/20	50%
525 638/2019	18/09/19	OCM	Commercial Vehicle Parking Station - Reserve 52322, Nameless Valley Drive	That with respect to Minute: 623/2019 Commercial Vehicle Parking Station – Reserve 52322, Nameless Valley Drive, that Council in accordance with Regulation 10(1a) of the Local Government (Administration) Regulations 1996, Council Resolution dated 13 August 2019, Item 13.4, being: "That with respect to the Commercial Vehicle Parking Station – Reserve 52322, Nameless Valley Drive, Council: Allow the Shire to regulate the 'Class of Vehicle' permitted to enter and restrict allowable time (48 Hours) vehicles can park within the Parking Station (ATTACHMENT 13.4A); 2. Approve Two (2) signs to be installed providing clear instructions on the conditions of entry. In accordance with Parts 1.2 and 2.1 of the Local Law (ATTACHMENT 13.4B); and 3. Recognise Reserve 52322 on Nameless Valley Drive Tom Price as a Parking Station. ATTACHMENT 13.4C." be REVOKED. That with respect to Commercial Vehicle Parking Station – Reserve 52322, Nameless Valley Drive, Council: 1. Allow the Shire to regulate the 'Class of Vehicle' permitted to enter and restrict allowable time (48 Hours) vehicles can park within the Parking Station; and approve the two (2) signs to be installed providing clear instructions on the conditions of entry as follows: "In accordance with Parts 1.2 and 2.1 of the Local Law: •As a professional driver you need to be aware that if you intend to use the Truck Laydown area (TLA) you must abide by the rules and do not negatively impact on other operators and the amenities of the TLA are maintained. •All vehicles are to be driven in a slow and safe manner adhering to signs (if applicable). •When exiting your vehicle in the TLA, it is recommended that all necessary safety precautions are taken at all times. •Operators are responsible for their own vehicle loads and vehicles while in the TLA. •The TLA is not to be used by drivers to load or unload goods unless in an emergency situation. Should this occur the Shire of Ashburton is to be notified at the first opportunity to investigate the emergency. •The TLA is not to be used to perform maintenance on vehicles, unless the situation is an emergency or genuine breakdown." 2. Recognise Reserve 52322 on Nameless Valley Drive Tom Price as a Parking Station. ATTACHMENT 13.2B.	Signs being produced for onsite. The signs have now been installed, finalised and completed.	Property and Development Services	11/03/20	99%

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529 642/2019	18/09/19	OCM	Paraburdoog Dog Exercise Area, Final Location and Design	That with respect to the proposed Paraburdoog Dog Exercise Area, and Final Design, Council: 1.Note the consultation undertaken in relation to the location of the Paraburdoog Dog Exercise Area; and 2.Endorse the location and final design for the Paraburdoog Dog Exercise Area (ATTACHMENT 13.6A) clarifying that the fence will be in alignment with the 2nd external wall expansion joint.	Council Endorsed Location & design 18th September 2019.	Property and Development Services	11/03/20	99%
530 643/2019	18/09/19	OCM	RFT 10.19 Design & Construct Softball, Soccer and Rugby Facilities	That with respect to RFT 10/19 Design and Construct Paraburdoog Softball Diamond, Soccer and Rugby Facility, Council: 1.Resolve that Report CONFIDENTIAL ATTACHMENT 13.7B is confidential in accordance with s5.23 (2) of the Local Government Act 1995 because it deals with matters affecting s5.23 (2) (c): “a contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting”; 2.Note the attached Evaluation report CONFIDENTIAL ATTACHMENT 13.7B. 3.Approve budget variation of \$80,000 to Capital Income account no. 113280, Loan Borrowings from \$726,000 to \$806,000 and to Capital Expenditure Job no. BN386 – CHUB External Works from \$150,000 to \$230,000; 4.Authorise the Chief Executive Officer to enter into negotiations with the successful tenderer prior to contracts being awarded; and 5.Authorise the Chief Executive Officer to approve any budget variations in line with our legislative requirements.	Endorsed by Council 18th September 2019. RFT for Project awarded to Byblos Constructions. Project commenced. (January 2020) Project has been finalised 24/02/2020	Property and Development Services	11/03/20	99%
532 645/2019	18/09/19	OCM	Provision of In-Kind Support to the Department of Transport to Provide Licencing Services in Pannawonica and Paraburdoog	That with respect to the Provision of In-Kind Support to the Department of Transport to provide Licencing Services in Pannawonica and Paraburdoog, Council 1.Approve the in-kind donation of Lesser Hall in Paraburdoog; 2.Approve the in-kind donation of the office at the Mayu Maya Centre in Pannawonica at no cost; and 3.Request the Chief Executive Officer to review the arrangements in place after April 2020.	Dept of Transport representative notified of the outcome, awaiting confirmation of dates for the first visit. DoT is now active in both towns and are being utilised by residents. Promotion to advocate with DoT has been actioned.	Community Services	12/03/20	90%
533 646/2019	18/09/19	OCM	Emergency Services Grants	That with respect to the Emergency Services Grants, donation to emergency services brigades, Council: 1.Endorse the following emergency services donations to be paid: Bush Fire Brigade Tom Price \$1000 Volunteer Fire and Rescue Services Onslow \$1000 Volunteer Fire and Rescue Services Tom Price \$1000 Volunteer Fire and Rescue Services Paraburdoog \$1000 Volunteer Fire and Rescue Services Pannawonica \$1000 Volunteer Marine Rescue Onslow \$1000 State Emergency Services Tom Price \$1000 Volunteer Emergency Services Unit Onslow \$1000 2.Acknowledge the above decision to inform future emergency services donations.	Internal working documents updated, payment to be made in May of 2020	Community Services	29/05/20	50%
534 647/2019	18/09/19	OCM	Amend the Sign Erected at Ashburton River Associated with Camping and Caravanning	That with respect to amend the sign erected at Ashburton River associated with camping and caravanning, Council: 1.Note the advice from Cr White. 2.Request the Chief Executive Officer to remove reference on the sign to the period of stay and the payment of a 'donation' to the Onslow Visitor Centre.	Relevant wording on the current sign has been blocked out.	Office of the CEO	11/03/20	99%

Decision Number	Date of Meeting	Meeting Type	Item Title	Council Decision	Officers Status Update	Directorate Responsibility	Estimated Due Date	% Complete
536 649/2019	18/09/19	OCM	Confidential Item - Interface Agreements for Roebourne - Wittenoam Road	That with respect to Interface Agreements for Roebourne-Wittenoam Road, Council: 1.Endorse the Chief Executive Officer request the Minister for Roads accept the control and management of Roebourne-Wittenoam Road; 2.Should the Minister for Roads not accept responsibility for the road, advise WALGA that: a.due to potential asbestos related diseases as a result of road maintenance the Shire is not in a position to access the Roebourne-Wittenoam Road; and b.should a Rail Infrastructure Manager wish to progress operations, an asbestos risk management plan is required. 3.Endorse the Chief Executive Officer to request WALGA to remove crossings related to Roebourne-Wittenoam Road from the Interface Agreements; and 4.Require Rail Infrastructure Managers to indemnify the Shire of Ashburton in writing against any claim associated with asbestos related material.	Correspondence to be compiled to Minister for Roads. Discussions to progress with FMG, Rio Tinto and MRWA re responsibility of crossings in Agreements. Rio Tinto Agreement received by Shire with Packsaddle Road and Roebourne-Wittenoam Road included. Further negotiations to occur. (March 2020)	Property and Development Services	30/03/20	75%
555 666/2019	22/10/19	OCM	Tom Price Childcare Centre	That with respect to Tom Price Childcare Centre, Council: 1.Resolve that CONFIDENTIAL ATTACHMENT 13.2A and CONFIDENTIAL ATTACHMENT 13.2B are confidential in accordance with s5.23 (2) of the Local Government Act 1995 because it deals with matters affecting s5.23 (2) (c); "A contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting." 2.Approve the facility capacity of 96 places in line with the demand assessment and feedback obtained from potential funding bodies; 3.Approve the proposed Childcare Centre and the Co-location Emergency Services Facility locations within Lots 400 on Deposited Plan 409078 and 46 on Deposited Plan 413028 as shown on attached Plan 635486-1; 4.Pending community support for the location, request the Chief Executive Officer to make an application to Western Australia Planning Commission to subdivide a dedicated lot for the Childcare Centre; 5.Authorise the Shire President and Chief Executive Officer to execute and/or apply the Common Seal to any land title forms; 6.Acknowledge the list of six businesses that submitted an expression of interest and approve shortlisting of the candidates to be invited to tender upon securing funding for the project; and 7.Authorise the Chief Executive Officer to prepare supporting documents and lodge an application to potential funding agencies including Lotterywest for \$1,750,000.	Subdivision progressing. EOI businesses informed of Council resolution. (October 2019) Waiting on Formalising funding agreement with RTIO. (January 2020)	Property and Development Services	30/06/20	99%
556 667/2019	22/10/19	OCM	Proposed Location for the Development of the New Shire of Ashburton Administration Centre	That with respect to the Proposed Location for the Development of the New Shire of Ashburton Administration Centre, Council: 1.In Principle Support, Lot 246 Poinciana Street, Tom Price (Current location of the Shire of Ashburton Administration Centre) with consideration for Lot 247 as part of the re-development; and 2.Request the Chief Executive Officer to prepare a Community Consultation Strategy and Business Plan to progress the development of a new Tom Price Administration Centre.	Progressing. Workshop to be held at 11 February 2020 OMC.	Property and Development Services	15/03/20	50%

Decision Number	Date of Meeting	Meeting Type	Item Title	Council Decision	Officers Status Update	Directorate Responsibility	Estimated Due Date	% Complete
675/2019	22/10/19	OCM	Tom Price Flying Doctor Service (RFDS) Airstrip	That with respect to Tom Price Royal Flying Doctor Service (RFDS) Airstrip, Council: 1.Request the Chief Executive Officer to make further investigations into Lot 111 to determine if additional land is required outside the boundary; 2.Request the Chief Executive Officer to make enquiries to the Department of Planning, Lands and Heritage to: a.Obtain in-principle support for the creation of a Reserve over Lot 111 on Deposited Plan 19411900; and b.If required, request the boundary of Lot 111 be extended to meet the Royal Flying Doctor Service Airstrip Physical Characteristics; and 3.Request the Chief Executive Officer to provide a further report to Council: a.To formally request creation and management of a Reserve upon receipt of in-principle support from the Department of Planning, Lands and Heritage; and b.For consideration of compensation costs and indemnification of the Minister for Lands in relation to the native title future act process.	Investigations into Lot 111 (Cnr Karijini Drive and TP-Para Road) ongoing. AMS preparing feasibility report on site, expected end of month March. Construction funding commitment of \$2.5M from State as pre-election promise. Further report to be presented to Council. (January 2020)	Property and Development Services	30/04/202	25%
677/2019	22/10/19	OCM	Reconsideration of Preferred Location for Tom Price Pump Track	That with respect to the Reconsideration of Preferred Location for Tom Price Pump Track, Council: 1.Endorse to undertake community consultation in relation to Reserve 44839 – Corner of Central Road and North Road (adjacent to Lions Park) for planning proposals; and 2.At the conclusion of the public consultation, the matter be referred back to Council for consideration and determination as to whether the site is appropriate; and 3.Authorise the Chief Executive Officer or his nominated Officers to progress the planning, detailed design, and construction of the Pump Track (ATTACHMENT 13.12).	Community consultation plan drafted and submitted to Director PDS and Strategic Partnership Manager. Community Engagement to be carried out by the Director CS and the Strategic Partnership Manger. (January 2020) Community engagement to be undertaken by Community Services 24/02/2020	Property and Development Services	15/03/20	50%
678/2019	22/10/19	OCM	Tom Price Health Service	That with respect to the Tom Price Health Service, Council: 1.Authorise the Chief Executive Officer to advise WA Health Country Service (WACHS) that Council support: a.in-principle, a new Health Service being located on portion of Lot 400 on Deposited Plan 409078 and Lot 46 on Deposited Plan 413028 (ATTACHMENT 13.13); and b.investigations by WACHS to determine the suitability and viability of a site; 2.Authorise the Chief Executive Officer to determine a suitable site within Lot 400 on Deposited Plan 409078 and Lot 46 on Deposited Plan 413028 for a new Health Service; 3.Request the Chief Executive Officer undertake public consultation in regards to a new Health Service being located within Lots 400 and 46; and 4.Request the Chief Executive Officer to prepare a further report for Council's consideration after determining the above.	WACHS advised of Council resolution. Community consultation to be undertaken early 2020 after update received from WACHS on progress of feasibility study. (March 2020)	Property and Development Services	30/03/20	50%
679/2019	22/10/19	OCM	Proposed Realignment of Onslow Townsite Boundary	That with respect to the Proposed Realignment of the Onslow Townsite Boundary, Council: 1.Request the Minister for Lands to amend the Onslow Townsite Boundary in accordance with the plan enclosed as ATTACHMENT 13.14A.	Request submitted to Minister	Property and Development Services	30/06/20	90%

Decision Number	Date of Meeting	Meeting Type	Item Title	Council Decision	Officers Status Update	Directorate Responsibility	Estimated Due Date	% Complete
682/2019	22/10/19	OCM	Award of RFT 07.19 Onslow Class IV Landfill Work - Pilbara Regional Waste Management Facility	That with respect to the Award of RFT 07.19 Onslow Class IV Landfill Work- Pilbara Regional Waste Management Facility, Council: 1.Resolve that Report CONFIDENTIAL ATTACHMENT 15.1B is confidential in accordance with s5.23 (2) of the Local Government Act 1995 because it deals with matters affecting s5.23 (2) (c); "A contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting." 2.Note the attachments RFT 07.19 Scope of Works ATTACHMENT 15.1A and Evaluation report CONFIDENTIAL ATTACHMENT 15.1B; 3.Pursuant to Clause 20, Division 2, of "Local Government (Functions and General) Regulations 1996, vary the scope of works of RFT 07.19 by removing the Tyre Baling Shed and Maintenance Shed as a minor variation to RFT 07.19. 4.Once a Works Approval for the Onslow Class IV Landfill has been issued by the Department of Water, Environment and Regulation, the Conditions Precedent have been satisfied, and the Building Better Regions Funding Milestone changes have been authorised by the Federal Government, award RFT 07.19 Onslow Class IV Landfill Early Works, as varied in recommendation 3 above, to Raubex Construction Pty Ltd, upon the approval of the works by the Department of Water and Environmental Regulations, and authorise the Chief Executive Officer to enter into a contract with the preferred contractor; and 5.Authorise the Chief Executive Officer, prior to the signing of contracts, to negotiate the provision of possible variations, providing that the variations are: a)In accordance with clause 20 of the "Local Government (Functions and General) Regulations 1996", b)Necessary in order for the goods or services to be supplied, and c)Managed within the overall budget for the project.	Progressing, contract has been awarded to Raubex, works will commence April 2020. 11.12.19.	Infrastructure Services	14/05/20	50%
684/2019	22/10/19	OCM	Speed Limit on Onslow Ring Road	That with respect to the New Business of an Urgent Nature Introduced by decision of meeting by Cr White, Council; 1.Request Main Roads WA to review the current 60kph speed limit on the Onslow Ring Road.	Letter sent to MRWA Pilbara Region on 17 February 2020.	Office of the CEO	11/03/20	50%
685/2019	22/10/19	OCM	Modification to the 'Vision' Associated with the Strategic Community Plan 2017-2017 (2019 Desktop Review)	That with respect to the New Business of an Urgent Nature Introduced by decision of meeting by Cr Foster, Council; 1.Resolve to clarify the 'Vision' of the Shire as stated in the Strategic Community Plan 2017-2027 (2019 Desktop Review) by adding the word 'inclusive' and to read as follows: "We will embrace our unique Pilbara environment and lifestyle through the development of vibrant, connected, inclusive and active communities that have access to quality services, exceptional amenities and economic vitality." 2. Request the Chief Executive Officer to provide local public notice of the revised document as required under the Local Government (Administration) Regulations 1996.	Website has been updated and other documents & promotional material will be updated as reordered	Office of the CEO	11/03/20	75%
696/2019	19/11/19	OCM	Request for Input - Naming of Warlu Road, Portion of Roebourne - Wittenoorn Road and the Future Road to Tom Price (Known as 'Karratha - Tom Price Road') to "Red Dog Highway"	That with respect to Request for Input - Naming of Warlu Road, Portion of Roebourne Wittenoorn Road and the future Road to Tom Price (known as 'Karratha - Tom Price Road) to Red Dog Highway, Council: 1.Acknowledge the small percentage of the community who responded to the survey, and of this, the majority who are favourable to the idea, 2.Acknowledge the resistance to the naming of "Red Dog Hwy" and the feedback provided by respondents; and 3.Request the Chief Executive Officer to report the finding of the consultation back to Kevin Michel MLA.	Letter sent to Kevin Michel MLA on 28/2/2020	Office of the CEO	11/03/20	99%

Decision Number	Date of Meeting	Meeting Type	Item Title	Council Decision	Officers Status Update	Directorate Responsibility	Estimated Due Date	% Complete
593 674/2019	19/11/19	OCM	Proposal to Lease Reserve 39327 (Recreation - Speedway) Nameless Valley Drive, Tom Price	That with respect to the Proposal to Lease Reserve 39327 (Recreation - Speedway), Nameless Valley Drive, Tom Price, Council: 1. Authorise the Acting Chief Executive Officer to finalise the terms of a Lease Agreement (ATTACHMENT 13.5B) between the Shire of Ashburton and Tom Price Motor Sport Club Incorporated (Association No. A1031145U); 2. Authorise the Acting Chief Executive Officer to seek formal approval of the Lease Agreement from the Minister for Lands; and 3. Subject to approval from the Minister for Lands, authorise the Shire President and the Acting Chief Executive Officer to affix the Common Seal to, and execute the Lease Agreement between the Shire of Ashburton and Tom Price Motor Sport Club Incorporated.	Club comment on draft lease required prior to seeking Minister for Lands comment. (November 2019) Club requested water main/meter upgrades prior to agreement to lease. RTIO input sought as water supplier. (March 2020)	Property and Development Services	30/03/20	25%
595 676/2019	19/11/19	OCM	Authorisation to Affix Common Seal - Deed of Easement	That with respect to Authorisation to Affix Common Seal – Deed of Easement, Council: 1. Authorises the Acting Chief Executive Officer to negotiate and finalise the Deed of Easement for unrestricted access with Proprietor LMS Super (WA) Pty Ltd; 2. Upon agreement of the contents, approves affixing the Common Seal in the presence of the Shire President and the Acting Chief Executive Officer to the Deed of Easement for unrestricted access to the easement area on Lot 804 on Plan 15743, Paraburdo, as depicted on the Interest Only Plan ATTACHMENT 13.7B; and 3. Authorise the Acting Chief Executive Officer to lodge the Deed to Landgate to register the Public Access Easement on Title of Lot 804 on Plan 15743, Paraburdo.	Grantee advises Easement not required - preference is to operate as normal with open communication. (March 2020)	Property and Development Services	30/03/20	25%
596 677/2019	19/11/19	OCM	Proposal to Lease Portion of Lot 9001, Onslow Airport - Onslow Marine Support Base Pty Ltd	That with respect to Proposal to Lease Portion of Lot 9001, Onslow Airport – Onslow Marine Support Base Pty Ltd, Council: 1. Endorse lease of a 22.42 Hectare portion of Lot 9001 to Onslow Marine Support Base Pty Ltd for the purpose of laydown subject to remediation of Lot 9001 as outlined in the GHD report (ATTACHMENT 13.8B) and to the Shire's satisfaction; 2. Delegates authority to the Acting Chief Executive Officer to negotiate the terms of the Lease Agreement with OMSB, generally in accordance with the terms outlined in this report; 3. Authorise the Acting Chief Executive Officer to advertise the lease for two weeks, with any submissions referred back to Council; and 4. Subject to Recommendation No. 1 being satisfied and no submissions being received from advertising of the lease, authorise the Shire President and the Acting Chief Executive Officer to affix the Common Seal to, and execute the Lease Agreement between the Shire of Ashburton and Onslow Marine Support Base Pty Ltd.	Rectification included in Lease. Disposal of Property advertised with no submissions received. OMSB yet to accept terms of Lease. (March 2020)	Property and Development Services	30/03/20	75%
600 681/2019	19/11/19	OCM	Additional Sponsorship Request for the 25th Anniversary for the Pannawonica Robe River Rodeo	That with respect to additional sponsorship request for the 25th anniversary for the Robe River Pannawonica Rodeo, Council: 1. Consider a submission to the 2020/21 Annual Budget that provides for \$25,000 towards the additional funding support (ATTACHMENT 14.2).	To be referred to 2020/21 Budget discussions. 11.12.19 21.02.2020 - Agenda Item to be presented as request for funds has been asked within the 2019/20 financial year	Community Services	11/03/20	75%
601 682/2019	19/11/19	OCM	RFT 18.19 Culvert Installation, Pannawonica - Millstream Road	That with respect to RFT 18.19 Culvert Installation Pannawonica Millstream Road, Council: 1. Resolve that Report CONFIDENTIAL ATTACHMENT 15.1 is confidential in accordance with s5.23 (2) of the Local Government Act 1995 because it deals with matters affecting s5.23 (2) (c); "A contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting." 2. Notes CONFIDENTIAL ATTACHMENT 15.1 Evaluation and Recommendation Report for RFT 18.19; 3. Award RFT 18.19 Culvert Installation, Pannawonica Millstream Road, to Red Dust Enterprises Pty Ltd for the amount of \$187,037.00 (GST Excl) and authorise the Acting Chief Executive Officer to enter into a contract with the preferred contractor; and 4. Authorise the Acting Chief Executive Officer to manage the contract, including the provision of possible variations, providing the variation is necessary in order for the goods or services to be supplied, does not change the scope of the contract, is managed within the overall budget for the project and meets legislative requirements.	Contact has been awarded, waiting for works to start. 11.12.19	Infrastructure Services	10/03/20	20%

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602 683/2019	19/11/19	OCM	RFT 13.19 Pannawonica - Millstream Road, Sealing of Unsealed Road	That with respect to RFT 13.19 Pannawonica – Millstream Road, Sealing of Unsealed Road, Council: 1.Resolve that Report CONFIDENTIAL ATTACHMENT 15.2 is confidential in accordance with s5.23 (2) of the Local Government Act 1995 because it deals with matters affecting s5.23 (2) (c); "A contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting." 2.Notes CONFIDENTIAL ATTACHMENT 15.2 Evaluation and Recommendation Report for RFT 13.19. 3.Award RFT 13.19 Pannawonica – Millstream Road, Sealing of Unsealed Road, to Stabilised Pavements of Australia Pty Ltd for \$1,491,914.30 (GST Excl) and authorise the Acting Chief Executive Officer to enter into a contract with the preferred contractor; and 4.Authorise the Acting Chief Executive Officer to manage the contract, including the provision of possible variations, providing the variation is necessary in order for the goods or services to be supplied, does not change the scope of the contract, is managed within the overall budget for the project and meets legislative requirements.	Contract has been awarded, work will commence after culverts have been installed. 11.12.19.	Infrastructure Services	10/03/20	20%
603 684/2019	19/11/19	OCM	Notice of Motion Consideration of 'No School, No Pool' Initiative in Tom Price and Paraburdoo	That with respect to Notice of Motion Consideration of 'No School, No Pool' Initiative in Tom Price and Paraburdoo, Council: 1.Support the community initiatives with the aim of increasing school attendance across all our Ashburton Schools; 2.Request the Acting Chief Executive Officer undertake consultation/engagement with our Schools in Tom Price and Paraburdoo to ascertain whether there is a desire to establish a 'No School, No Pool initiative'; and 3.Request the Acting Chief Executive Officer report the findings back to Council.	CEO formulating consultation/engagement plan. 11.12.19	Office of the CEO	13/03/20	10%
604 685/2019	19/11/19	OCM	Confidential Item - Reconsideration of Council Decision to Extend Development Approval for Use of Tourist Accommodation for Workforce Accommodation at Lot 149 On Deposited Plan 217262 (Thevenard Island)	That with respect to Confidential Item - Reconsideration of Council Decision to Extend Development Approval for use of Tourist Accommodation for Workforce Accommodation at Lot 149 on Deposited Plan 217262 (Thevenard Island), Council endorses the following amended Planning Approval: 1.With regard to Planning Approval 20120510, authorise the Acting Chief Executive Officer to extend the planning approval to expire on 31 December 2022; 2.With regard to Planning Approval 20120510, modifies condition 1 to read: Condition 1. This Planning Approval expires on 31 December 2022; 3.With regard to Planning Approval 20120510; a).Completion of the proposed floating jetty prior to expiry of the Planning Approval on 31 December 2022; b).Ensure an update on the progress of the construction of the jetty is provided to Council prior to 31 July 2021; 4.Advise the Department of Planning, Land and Heritage of its decision; and 5.Request the Shire President and Acting Chief Executive Officer to liaise with the Minister for Planning, Lands and Heritage to ensure Council's concerns regarding the ongoing impact created by the use of the Mackerel Island Resort for workforce accommodation on the desirability of Onslow as a tourist destination and the subsequent effect on the local economy.	SAT appeal underway, directions hearing anticipated 20 December	Property and Development Services	15/03/20	50%

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686/2019	19/11/19	OCM	Confidential - Legal Matters Associated with the Shire's Objection 542702 Lodged with the Wardens Court to MLA 08/521 and Appeal by North Rossa Pty Ltd to the Works Approval	That with respect to the legal matters associated with the Shire's Objection 542702 lodged with the Wardens Court to MLA 08/521 and appeal by North Rossa Pty Ltd to the Works Approval, Council: 1.Support the Shire's offers to pay \$100,000 towards North Rossa's costs associated with M08/521 (we suggest you provide riding instructions to go up to \$250,000 as a reasonably justifiable bottom line in negotiations); 2.North Rossa agrees to withdraw (and not relodge in the future) the mining lease application and to surrender that part of E08/2618 comprised in the area of M08/521; 3.North Rossa agrees to support a request from the Shire to have the relevant land exempted from future mining under section 19 of the Mining Act (this would provide greater protection to the Shire from future mining that may be pursued by other parties); 4.North Rossa agrees to withdraw its appeal against the works approval conditions and undertakes not to lodge any other objections or appeals related to the approvals required by the Shire for the waste management facility.	Council's initial settlement offer rejected by North Rossa. Counter offer submitted by Council's Solicitor to North Rossa 11.12.19.	Property and Development Services	15/03/20	50%
689/2019	17/12/19	AC	Confidential Item - Update on Wittenoom Litigation, Wittenoom Steering Committee, Senior Counsel Legal Advice and Roebourne - Wittenoom Road	That with respect to the Confidential Item – Update on Wittenoom Litigation, Wittenoom Steering Committee, Senior Counsel Legal Advice and Roebourne - Wittenoom Road, the Audit and Risk Committee recommend Council: 1. Receive the Confidential Item – Update on Wittenoom Litigation, Senior Counsel Report Roebourne - Wittenoom Road and Wittenoom Steering Committee Report (CONFIDENTIAL ATTACHMENTS 8.1A, 8.1B and 8.1C) and remain confidential in accordance s5.23 (2)(b) & (d) of the Local Government Act 1995; and 2.Ensure that the Shire management continue to provide Wittenoom related reports to the Audit and Risk Management Committee; and 3. Adopt the recommendation contained in the officer's confidential memo dated 15 December 2019, tabled in this agenda item.	December 2019 Audit & Risk Management Committee received an update on these matters. Mr. Peter Kyle (Solicitor) has approached a Senior Counsel Lawyer who is prepared to undertake the task and Mr. Kyle will prepare a brief and once relevant Shire information is provided the matter can be progressed. Staff have been unable to provide requested information due to focus being on providing documentation for Rose case in NSW.	Office of the CEO	30/04/20	50%
693/2019	17/12/19	OCM	Annual Report for 2018/19 and Annual General Meeting of Electors	That with respect to the 2018/19 Annual Report and the Annual General Meeting of Electors, Council: 1.Receive the 2018/19 Draft Annual Report; 2.Hold the Annual General Meeting of Electors on Tuesday 10 March 2020 commencing at 4.00pm at the Council Chambers, Onslow Shire Complex, Second Avenue Onslow; and 3.Advertise the 2018/19 Annual Report and Annual General Meeting of Electors giving at least 14 days local public notice in accordance with section 5.29 of the Local Government Act 1995.	Advertising has been undertaken in the Pilbara News and will be repeated in February 2020. Order has been issued for production of annual report	Office of the CEO	11/03/20	99%
699/2019	17/12/19	OCM	Waiver of Waste Fees and Associated Costs for the Disposal of Two Transportable Buildings - Tom Price Motorcycle Club	That with respect to the waiving of waste fees and associated costs for the disposal of two transportable buildings for Tom Price Motorcycle Club, Council: 1.Agree to waive the waste disposal and permit fees for the disposal of the two buildings.	Feb 20 - Letter being sent to Tom Price Motorcycle club to advise. Internal officers required to advise the costing once completed to proceed with internal journal. Mar 20 - awaiting for disposal to occur for internal costings.	Community Services	11/03/20	90%

Decision Number	Date of Meeting	Meeting Type	Item Title	Council Decision	Officers Status Update	Directorate Responsibility	Estimated Due Date	% Complete
700/2019	17/12/19	OCM	RFT 15.19 Urban Roads Asphalt Resealing Program	That with respect to RFT 15.19 Urban Roads Asphalt Resealing Program, Council: 1.Resolve that Report CONFIDENTIAL ATTACHMENT 15.1 is confidential in accordance with s5.23 (2) of the Local Government Act 1995 because it deals with matters affecting s5.23 (2) (c); "A contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting." 2.Award RFT 15.19 Urban Roads Asphalt Resealing Program to Urban Pavements Pty Ltd (T/A AAA Asphalt Surfaces) for a total of \$1,116,788.00 excluding GST per year, for a term of two years with the option to extend for an additional one year; 3.Authorise the Acting Chief Executive Officer to enter into a contract with the preferred contractors; and 4.Authorise the Acting Chief Executive Officer to manage the contract, including the provision of possible variations, providing the variation is necessary in order for the goods or services to be supplied and does not change the scope of the contract and managed within the overall budget for the project; and 5.Authorise the Acting Chief Executive Officer to enter into negotiations for a possible extension to the Contract for an additional 1 year to present back to Council for final approval.	Contract is being drawn up to be sent to the successful tenderer	Infrastructure Services	30/04/20	20%
701/2019	17/12/19	OCM	RFT 21.19 Rural Unsealed Roads Renewal Program	That with respect to RFT 21.19 Rural Unsealed Roads Renewal Program, Council: 1.Resolve that Report CONFIDENTIAL ATTACHMENT 15.2 is confidential in accordance with s5.23 (2) of the Local Government Act 1995 because it deals with matters affecting s5.23 (2) (c); "A contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting." 2.Award RFT 21.19 Rural Unsealed Roads Renewal Program to Goodwork Holdings Pty Ltd for a total of \$2,145,546.00 excluding GST; 3.Authorise the Acting Chief Executive Officer to enter into a contract with the preferred contractors; and 4.Authorise the Acting Chief Executive Officer to manage the contract, including the provision of possible variations, providing the variation is necessary in order for the goods or services to be supplied and does not change the scope of the contract and managed within the overall budget for the project.	Contract sent to the successful tenderer to sign	Infrastructure Services	31/03/20	20%
702/2019	17/12/19	OCM	RFT 16.19 Paraburdoo Crib Room Refurbishment	That with respect to RFT 16.19 Paraburdoo Crib Room Refurbishment, Council: 1.Resolve that Report CONFIDENTIAL ATTACHMENT 15.3 is confidential in accordance with s5.23 (2) of the Local Government Act 1995 because it deals with matters affecting s5.23 (2) (c); "A contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting." 2.Award RFT 16.19 Paraburdoo Depot New Crib Room to Byblos for \$95,748.00 excluding GST; with an allowance for cost variation of up to but not exceeding \$25,000.00. Variation may be required to modify some of the accessories fitted to the facility; 3.Authorise the Acting Chief Executive Officer to enter into a contract with the preferred contractor; and 4. Authorise the Acting Chief Executive Officer to manage the contract, including the provision of possible variations, providing the variation is necessary in order for the goods or services to be supplied and does not change the scope of the contract and managed within the overall budget for the project.	Contract sent to the successful tenderer to sign	Infrastructure Services	30/06/20	20%

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703/2019	17/12/19	OCM	RFT 17.19 Plant, Tree and Landscaping Supplies	That with respect to RFT 17.19 Plant, Tree and Landscaping Supplies, Council: 1.Resolve that Report CONFIDENTIAL ATTACHMENT 15.4 is confidential in accordance with s5.23 (2) of the Local Government Act 1995 because it deals with matters affecting s5.23 (2) (c); "A contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting." 2.Award RFT 17.19 Plant Tree and Landscaping Supplies jointly to TJ Depiazzi & Sons and Domus Nursery for a combined total of up to \$75,000.00 excluding GST per year, for a term of two years with the option to extend for an additional one year; 3.Authorise the Acting Chief Executive Officer to enter into contracts with the preferred contractors; and 4.Authorise the Acting Chief Executive Officer to manage the contracts, including the provision of possible variations, providing the variation is necessary in order for the goods or services to be supplied and does not change the scope of the contracts and managed within the overall budget for the project.	The RFT has been to the Council meeting (the recommendations of this RFT were accepted by Council at the December OCM). A formulated document that indicates proposed tree stock species, numbers, sizes and site locations for the RFT / Greening Ashburton project has been drafted.	Infrastructure Services	31/08/20	20%

Decision Number	Date of Meeting	Meeting Type	Item Title	Council Decision	Officers Status Update	Directorate Responsibility	Estimated Due Date	% Complete
705/2019	17/12/19	OCM	Confidential Item - Tom Price Childcare Centre	<p>That with respect to Tom Price Childcare Centre, Council:</p> <p>1.Revoke Decision Number Seven of Minute No. 666/2019 namely; Authorising the Chief Executive Officer to prepare supporting documents and lodge an application to potential funding agencies including Lotterywest for \$1,750,000, of the October 2019 Ordinary Meeting of Council.</p> <p>That with respect to Tom Price Childcare Centre, Council:</p> <p>1.Confirm its commitment to this project and to ensure that it proceeds, agrees to increasing its financial contribution to \$1.79M, to be funded through the following budget amendments:</p> <p>a.Increase Income Job no. 18069, Tom Price Child Care – Design and Consultancy Services, by \$1,650,000 from \$5,100,000 to \$6,750,000;</p> <p>b.Increase Capital Income Account GL no. 134850, Transfer from Reserve, by \$962,180, from \$600,000 to \$1,562,180;</p> <p>c.Decrease Expenditure Job no. DA000, Disability Access to SoA Buildings, by \$250,000 from \$250,000 to \$0;</p> <p>d.Increase Capital Income Job no. CI020, RTIO Funding – Tom Price Childcare Centre, by \$1,000,000 from \$3,000,000 to \$4,000,000;</p> <p>e.Decrease Expenditure Job no. AP2006, Foreshore Protection – Upgrade Sand and Wall plus Seawall Extension, by \$400,000 from \$400,000 to \$0;</p> <p>f.Decrease Expenditure Account GL no. 041093, Consultants / Project Costs, by \$16,762 from \$226,945 to \$210,183; and</p> <p>g.Decrease Capital Income Account GL no. 080510, Transfer from Reserve, by \$978,942 from \$1,866,762 to \$887,820.</p> <p>2.Extend its appreciation to Rio Tinto for their support of the project and increasing their financial contribution to enable the project to be fully funded between Rio Tinto and the Shire;</p> <p>3.Approve the rental value for the facility at \$99,400 per annum as documented in the business case, remaining static for the first five years of operation, with annual CPI applied from the five year lease anniversary;</p> <p>4.Authorise the Acting Chief Executive Officer to:</p> <p>a.Negotiate the terms of the funding deed with Rio Tinto and present back to Council for endorsement.</p> <p>b.Finalise and advertise the Business Case in accordance with section 3.59 of the Local Government Act 1995.</p> <p>c.Subject to no submissions being received in relation to the business case that require action from Council, item d and e can then proceed,</p> <p>d.Undertake a public tender process for disposition of the property by way of lease in accordance with section 3.58 of the Local Government Act;</p> <p>e.Undertake a closed tender process with the six businesses shortlisted as a result of the expression of interest process, as endorsed at the October 2019 Ordinary Meeting of Council and in accordance with section 3.57 of the Local Government Act 1995; and</p> <p>5.Request the Acting Chief Executive Officer to prepare a draft terms of reference for a Council Committee to oversee the project, to be referred to the next Ordinary Meeting of Council.</p>	Budget allocations completed. Funding Deed received from RTIO however some amendments suggested. Business Case advertising closed 24 February 2020 with no submissions received. RFT for Design and Construct and Facility Operator being reviewed by RTIO. Terms of Reference to be finalised for presentation to Council with Funding Deed in March/April. (March 2020)	Community Services	31/12/20	7,500%

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Decision Number	Date of Meeting	Meeting Type	Item Title	Council Decision	Officers Status Update	Directorate Responsibility	Estimated Due Date	% Complete
707/2019	17/12/19	OCM	Confidential Item - CEO Recruitment and Acting CEO Arrangements	That in respect to the recruitment of a permanent Chief Executive Officer, Council: 1.Appoint John Phillips Consulting to undertake the process on behalf of Council for the recruitment of the new Chief Executive Officer as per the submission dated 28 November 2019 for a fee of \$7,650 (incl GST) plus other fees and disbursements (advertising, travel, accommodation etc) at cost. 2.Delegate authority to the Acting Chief Executive Officer to prepare the following aspects of the CEO recruitment, in consultation with the President and Deputy President: a.The Position Description, information package and salary package; b.The advertisements; c.Any other preliminary documentation required by John Phillips Consulting in order to commence the advertising of the vacancy. That in respect to the appointment of an Acting Chief Executive Officer for the interim period until such time as the permanent Chief Executive Officer commences, Council 1Agree to extend the term of Mr Steven Deckert's appointment as Acting Chief Executive Officer, to conclude on 8 January 2020 on the same terms and conditions as per the Letter of Engagement dated 13 November 2019, noting that Mr Deckert will finish employment on Friday 10 January 2020. 2Appoint Mr Paul Sheedy as Acting Chief Executive Officer for a term commencing 9 January 2020 and concluding on 24 April 2020, noting that Mr Sheedy's employment will commence on 6 January 2020 to allow for a handover, on the following basis: a.As per S5.36(2) of the Local Government Act 1995, Council believes that Mr Sheedy is suitably qualified for the position; b.That Council is satisfied with the proposed provisions as contained in the Confidential Letter of Engagement, dated 17 December 2019 as tabled at this meeting; and c.Council authorises the current Acting Chief Executive Officer, Mr Steven Deckert, pursuant to S9.49A of the Local Government Act 1995, to sign the Confidential Letter of Engagement on behalf of Council.	Consultant has been advised and engaged. Advertising commenced on 18 January and closes on 8 February 2020.Short listing and interviews are proposed to commence in mid February with a report to the March council meeting. Acting CEO appointment in place until 24 April 2020.	Office of the CEO	27/03/20	60%
708/2019	17/12/19	OCM	Confidential Item - Onslow Sun Chalets	That with respect to the Confidential Item - Onslow Sun Chalets, Council: 1.Note the information provided at this meeting in respect to Ashburton Investments Pty Ltd lease of Onslow Sun Chalets.	Lessee negotiating sale of business. Lessee advised of requirements to request Council support to assign the Lease. Further report to Council March/April. (March 2020)	Property and Development Services	31/03/20	50%
737/2020	11/02/20	OCM	Progress of Implementation of Council Decisions Status Report for December 2019 and January 2020	That Council receive the "Council Decisions Status Reports" for the month of December 2019 and January 2020 as per ATTACHMENT 11.1.	Completed.	Office of the CEO	11/03/20	99%
738/2020	11/02/20	OCM	Use of Common Seal and Actions Performed under Delegated Authority for the Month of December 2019 and January 2020	That with respect to the Use of Common Seal and Actions Performed under Delegated Authority for the month of December 2019 and January 2020, Council receive the reports relating to: 1.The use of the Common Seal as per ATTACHMENT 11.2A; 2.Actions performed under delegated authority for the month as per ATTACHMENT 11.2A; and 3.The Tender Register as per ATTACHMENT 11.2B.	Completed.	Office of the CEO	11/03/20	99%
739/2020	11/02/20	OCM	Donation - Australia Wide Bushfire Appeal	That with respect to a Donation – Australia Wide Bushfire Appeal, Council: 1.Agree to make a donation of \$5000 to each of the State Fire Services and Brigades; NSWNSW Rural Fire Service (RFS) VICTo donate to the State's Country Fire Association, or to a specific brigade, QLD QLD Fire and Rescue SASouth Australia, the Country Fire Service 2.Approve a budget variation to GL10402820 to increase it to \$30,000.	Donations payments completed.	Office of the CEO	11/03/20	99%

Decision Number	Date of Meeting	Meeting Type	Item Title	Council Decision	Officers Status Update	Directorate Responsibility	Estimated Due Date	% Complete
632 740/2020	11/02/20	OCM	Chief Executive Officer Recruitment - Selection Panel	That with respect to the Chief Executive Officer Recruitment - Selection Panel, Council 1.Appoint the President, Deputy President and Councillors; Cr Foster and Cr Rumble (Cr Rumble to be confirmed) to form the 'CEO Selection Panel, with consultant, John Phillips to: i.Undertake the shortlisting of suitable applicants in Perth on 19 February 2020, following the close of applications on 7 February 2020; ii.Undertake the interviewing of selected short listed applicants in Perth on 27 and 28 February 2020; and iii.Recommend a preferred candidate, for consideration by Council at the 10 March 2020 Council Meeting, to be appointed to the position of Chief Executive Officer, Shire of Ashburton.	Consultant advised of Selection Panel members and shortlisting of candidates completed.	Office of the CEO	27/03/20	60%
633 741/2020	11/02/20	OCM	Monthly Financials and Schedule of Accounts Paid	That with respect to the Monthly Financials and Schedule of Accounts Paid, Council: 1.Receive the Financial Report for January 2020 ATTACHMENT 12.1A; 2.Receive the Capital Expenditure Progress Tracker for January 2020 ATTACHMENT 12.1B; 3.Receive the Budget Amendment Register as at 31 January 2020 ATTACHMENT 12.1C; and 4.Receive the Schedule of Accounts and Credit Card payments made in December 2019 and January 2020 (approved by the Chief Executive Officer in accordance with delegation DA03-1 Payments from Municipal Fund and Trust Funds) ATTACHMENT 12.1D.	Completed.	Corporate Services	11/03/20	99%
634 742/2020	11/02/20	OCM	Award of Request for Tender (RFT) 19.19 ICT Strategic Review and Service Delivery	That with respect to Award of Request for Tender (RFT) 19.19 ICT Strategic Review and Service Delivery, Council: 1.Resolve that Report CONFIDENTIAL ATTACHMENT 12.2 is confidential in accordance with s5.23 (2) of the Local Government Act 1995 because it deals with matters affecting s5.23 (2) (c): "a contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting;" 2.Note the attached Evaluation report CONFIDENTIAL ATTACHMENT 12.2. 3.Award RFT 19.19 ICT Strategic Review and Service Delivery for \$560,055 excluding GST to Fourier Technologies Pty Ltd for a 3 year period between 1 March 2020 to 28 February 2023; 4.Authorise the Acting Chief Executive Officer to enter into a contract with the preferred contractor; and 5.Authorise the Acting Chief Executive Officer to manage the contract, including the provision of possible variations, providing the variation is necessary in order for the goods or services to be supplied and does not change the scope of the contract and managed within the overall budget for the project.	Completed.	Corporate Services	11/03/20	99%
635 743/2020	11/02/20	OCM	Review of 2018-19 Independent Audit Report	That with respect to the Review of 2018-19 Independent Audit Report and Management letter, Council; 1.Accept the 2018/19 Annual Financial Report (ATTACHMENT 12.3D); and 2.Accept the Independent Auditors Report to the Electors of the Shire of Ashburton for the year ended 30 June 2019 (ATTACHMENT 12.3B).	Completed.	Corporate Services	11/03/20	99%
636 744/2020	11/02/20	OCM	2019/20 Annual Budget Review	That with respect to the 2019/20 Annual Budget Review, Council: 1.Adopt the recommended budget variations per ATTACHMENT 12.4 and approve the 30 June 2020 forecast. 2.Note that the Shire of Ashburton does not have a current Workforce Plan and urgently request that the Acting CEO progress its development in consultation with Council with a report back to Council by the December 2020 Meeting.	Completed.	Corporate Services	11/03/20	99%

Decision Number	Date of Meeting	Meeting Type	Item Title	Council Decision	Officers Status Update	Directorate Responsibility	Estimated Due Date	% Complete
745/2020	11/02/20	OCM	Proposed Schedule of Dates for Adoption of the 2020/21 Budget	That with respect to the Proposed Schedule of Dates for Adoption of the 2020/21 Budget, Council: 1. Agree to the following proposed dates for planning sessions and reports per the following Timetable: Council Meeting Tuesday 10 March 2020 Onslow - Capex/Grants - Agenda item - Nil Tuesday 14 April 2020 Tom Price - Rating Strategy - Agenda Item - Proposed Differential Rates plus Objects and Reasons Tuesday 12 May 2020 Onslow - LTFP Review Fees and Charges - Agenda Item - LTFP Review, Fees and Charges Tuesday 9 June 2020 Paraburdoo - Draft Budget - Agenda Item - Review Submissions plus set Differential Rates and Schedule Special Meeting of Council (SMC) SMC - Mid to late June Tom Price - Agenda Item - Adopt Budget	Completed.	Corporate Services	11/03/20	99%
746/2020	11/02/20	OCM	Changing Method of Valuation - UV Tourism	That with respect to the Changing Method of Valuation - UV Tourism within the Shire of Ashburton, Council: Note the 'Local Government Operational Guidelines - Changing Methods of Valuation of Land' allows Council to resolve to make an application to the Minister and change method of valuation from Unimproved Valuation to Gross Rental Valuation for the following Tourism operators within the district; Description Direction Island - Owner- Mackeral Islands P/L Lot No 44 Size 1.138 ha Karjini Eco Village Owner Gumala Enterprises P/L Lot No 126 Size 68.1 ha Thevenard Island - Owner Mackeral Islands P/L Lot No 134 Size 11 ha Wilderness Island - Owner Mr J Alston Lot No 304 Size 2 ha 2. Address the Department of Local Government, Sport and Cultural Industries key values (i) Objectivity; (ii) Fairness and Equity; (iii) Consistency; and (iv) Transparency and Administrative Efficiency when considering all submissions received from Tourism operators; 3. Resolve to apply to the Minister for Local Government, Sport and Cultural Industries for a determination to change method of valuation for Tourism operators commencing 1 July 2020 or the date of Ministerial gazettal (if after 1 July 2020); and 4. Resolve to not phase in the change per s. 6.31 and Schedule 6.1 clause 2 of the Local Government Act 1995 to basis for rating affecting Tourism operators should the application be approved. 5. Authorise the Acting Chief Executive Officer to write to Gumala Enterprises P/L acknowledging their submission and providing reasons for their decision to apply to the Minister.	Application sent to Department on Wednesday 19/2/2020.	Corporate Services	11/03/20	75%
747/2020	11/02/20	OCM	Chief Executive Officer Authorisations and Reporting to Council	That with respect to the Acting Chief Executive Officer Authorisations and Reporting, Council: 1. Receive the information presented to this meeting of the time worked by the Acting CEO's between 9 December 2019 and 31 January 2020 and acknowledges that the time worked is in accordance with the Acting Chief Executive Officer's Contract of Employment ATTACHMENT 12.7A and ATTACHMENT 12.7B; 2. Receive the information presented to this meeting of three day's leave taken by the previous Acting Chief Executive Officer, Steven Deckert period between 9 December 2019 and 31 January 2020. 3. Receive the information presented to this meeting that the Acting Chief Executive Officer Paul Sheedy is not seeking to take leave between 31 January 2020 and 29 February 2020. 4. Acknowledge the Acting Chief Executive Officer Paul Sheedy has been issued with a credit card, but that no transaction have occurred during the period covered by this report; and 5. Receive the information presented to this meeting for the reimbursement made to Steven Deckert during January 2020 ATTACHMENT 12.7C and acknowledge that no reimbursement applications were made by Acting Chief Executive Officer Paul Sheedy.	Completed.	Corporate Services	11/03/20	99%

Decision Number	Date of Meeting	Meeting Type	Item Title	Council Decision	Officers Status Update	Directorate Responsibility	Estimated Due Date	% Complete
640 748/2020	11/02/20	OCM	Tom Price Co-Located Emergency Services Facility	That with respect to the Tom Price Co-Located Emergency Services Facility, Council: 1.Authorise the Acting Chief Executive Officer to execute the funding instrument with Department of Fire and Emergency Services for the Co-located Emergency Services Facility; 2.Request the Acting Chief Executive Officer undertake public consultation in regards to a new a Co-located Emergency Services facility being located within Lots 400 and 46; 3.Pending community support for the location, request the Acting Chief Executive Officer to make an application to Western Australia Planning Commission to subdivide a dedicated lot for the Co-located Emergency Services Facility; 4. Authorise the Shire President and Acting Chief Executive Officer to execute and/or apply the Common Seal to any land title forms; 5.Authorise the allocation of \$480,000 to subdivision and headworks services through savings identified in the budget review process; and 6.Authorise the Acting Chief Executive Officer to seek further external funding for the project.	Endorsed at Feb OMC 2020.	Property and Development Services	30/09/20	15%
641 749/2020	11/02/20	OCM	Onslow Property Street Addressing	That with respect to the Onslow Property Street Addressing, Council: 1.Endorse the allocation of street addresses to Onslow residences; and 2.Upon completion of the allocation of street addresses, endorse the application of house numbers kerbside.	Draft correspondence and social media notification compiled. Rates Officer to assign numbering. (March 2020).	Property and Development Services	30/06/20	40%
642 750/2020	11/02/20	OCM	RFT 20.19 Design and Construction of Two Operations Buildings	That with respect to RFT 20.19 Design and Construction of Two Operations Buildings, Council: 1.Resolve that Report CONFIDENTIAL ATTACHMENT 15.1 is confidential in accordance with s5.23 (2) of the Local Government Act 1995 because it deals with matters affecting s5.23 (2) (c); "A contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting." 2.Award RFT 20.19 Design and Construction of Two Operations Buildings to Building Services & Cabinets Pty Ltd for \$360,183.00 excluding GST; 3.Authorise the Acting Chief Executive Officer to enter into a contract with the preferred contractor; and 4.Authorise the Acting Chief Executive Officer to manage the contract, including the provision of possible variations, providing the variation is necessary in order for the goods or services to be supplied and does not change the scope of the contract and managed within the overall budget for the project.	Contract awarded and executed.	Infrastructure Services	01/04/20	40%
643 751/2020	11/02/20	OCM	RFT 22.19 Kerb and Gutter Renewal Program	That with respect to RFT 22.19 Kerb and Gutter Renewal Program, Council: 1.Resolve that Report CONFIDENTIAL ATTACHMENT 15.2 is confidential in accordance with s5.23 (2) of the Local Government Act 1995 because it deals with matters affecting s5.23 (2) (c); "A contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting." 2..Award RFT 22.19 Kerb and Gutter Renewal Program to KAT 5 Pty Ltd for a total of \$345,440.00 excluding GST, for a term of two years with the option to extend for an additional one year' 3.Authorise the Acting Chief Executive Officer to enter into a contract with the preferred contractor; 4.Authorise the Acting Chief Executive Officer to manage the contract, including the provision of possible variations, providing the variation is necessary in order for the goods or services to be supplied and does not change the scope of the contract and managed within the overall budget for the project; and 5.Authorise the Chief Executive Officer to enter into negotiations for a possible extension to the Contract for an additional one year, referring back to Council for final approval.	RFT completed and awarded - awaiting final execution.	Infrastructure Services	01/05/20	40%

Decision Number	Date of Meeting	Meeting Type	Item Title	Council Decision	Officers Status Update	Directorate Responsibility	Estimated Due Date	% Complete
644 752/2020	11/02/20	OCM	RFT 23.19 Infrastructure Personnel	That with respect to RFT 23.19 Infrastructure Personnel, Council: 1.Resolve that Report CONFIDENTIAL ATTACHMENT 15.3 (provided under separate cover) is confidential in accordance with s5.23 (2) of the Local Government Act 1995 because it deals with matters affecting s5.23 (2) (c); "A contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting." 2.Award RFT 23.19 Infrastructure Personnel, to the preferred tenderer Talis Consultants Pty Ltd for all positions as recommended in CONFIDENTIAL ATTACHMENT 15.3 (provided under separate cover), subject to the Acting Chief Executive Officer completing and evaluating outstanding background checks to his satisfaction and authorise the Acting Chief Executive Officer to enter into a contract with the preferred contractor(s); and 3.Approve budget variations for the 2019/20 budget as follows: a.Create a new expenditure job code under a/c 100082 Pilbara Regional Waste Management Facility (Onslow) – pre Construction and increase the provision by \$120,000 from \$0 to \$120,000; b. Increase Account no. 102642 Transfer from Reserve (Infrastructure) by \$120,000 from \$714,799 to \$834,799.	RFT awarded - two of the three positions contracts awaiting execution - two positions filled and awaiting third position to be filled.	Infrastructure Services	09/03/20	66%
645 753/2020	11/02/20	OCM	Confidential Item - Security Measure Upgrades - Onslow Airport	That with respect to the Security Measure Upgrades – Onslow Airport, Council: 1.Support the grant submission to the Regional Airport Security Screening Fund for the amount of \$405,000 (excl. GST) - CONFIDENTIAL ATTACHMENT 18.1A; 2.Delegate authority to the Acting Chief Executive Officer to award a Contract, under the WALGA Preferred Supplier arrangement, subject to the above budget variation being met, to L3 Communications for an estimated cost of \$405,000 (excl. GST); and 3.Authorise the Acting Chief Executive Officer to manage the contract, including the provision of possible variations, providing the variation is necessary in order for the goods or services to be supplied and does not change the scope of the contract and managed within the overall budget for the project.	RFT to be advertised on 9th March	Infrastructure Services	01/06/20	20%
646 754/2020	11/02/20	OCM	Confidential Item - Deed of Settlement and Release - North Rossa	That in respect to the Confidential Item - Deed of Settlement and Release between the Shire of Ashburton and North Rossa Ltd, Council: 1.Accept and endorse the terms of the Deed of Settlement and Release CONFIDENTIAL ATTACHMENT 18.2; 2.Agree to pay North Rossa Ltd \$250,000 (incl. GST) and approve a budget variations for the 2019/20 Budget as follows: a)Increase Expenditure Account GL/Job 04018 /LEG02 'Legal Expenses General' by \$150,000 from \$354,436 to \$504,436; b)Increase Capital Income GL 041049 'Transfer from Reserve' (Financial Risk) by \$150,000 from \$0 to \$150,000; and 3.Authorise the Shire President and Acting Chief Executive Officer to sign the Deed of Settlement and Release and affix the Common Seal of the Shire of Ashburton.	Deed of Settlement signed by President and A/CEO and sent to lawyers for finalizing with North Rossa.	Office of the CEO	11/03/20	60%
647 755/2020	11/02/20	OCM	Confidential - Request to Purchase Vacant Land, Tom Price	That with respect to the Confidential Item - Request to Purchase Vacant Land, Tom Price, Council: 1.Accept the recommendation of the confidential report.	Offer to purchase not accepted. Bid won by NWMC 25/02/2020	Property and Development Services	30/04/20	99%
648 756/2020	11/02/20	OCM	Confidential Item - Request from Mackerel Islands Pty Ltd to Extend Development Approval for Use of Tourist Accommodation for Workforce Accommodation	That with respect to the Confidential Item - Request from Mackerel Islands Pty. Ltd.to Extend Development Approval for Use of Tourist Accommodation for Workforce Accommodation, Council: 1.That this agenda item lay on the table until the Ordinary Meeting of Council to be held 10 March 2020.	SAT appeal 25/02/2020	Property and Development Services	30/06/20	75%
649 757/2020	11/02/20	OCM	Confidential Item - Wittenoom Litigation Matter	That with respect to the Confidential Item - Wittenoom Litigation Matter, Council: 1Accept the recommendation of the confidential report.	A/CEO exercised delegated authority to progress damages settlement.Further negotiations required in regards to medical and legal costs.	Office of the CEO	30/06/20	50%
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Monthly Report of Use of the Common Seal and Actions Performed Under Delegated Authority as required by Council Policy ELM13
(Affixing of the Common Seal) and Delegated DA08-1 and DA02-4

Date Seal Applied / Approval Date	Delegation Number	Common Seal No.	Parties Involved / Applicant	Document Details / Description / Decision	Directorate Responsibility
19/02/20		661	Shire of Ashburton and Castledine Gregory (North Rossa Pty Ltd)	Deed of Settlement and Release	Office of the CEO

Monthly Report of Actions Performed under Delegated Authority by Delegation DA06-6 Award Tenders

RFT #	RFT Title	Opening	Closing	Awarded To	Method of Award	Council Meeting Date	Path
01.20	Ashburton Irrigation Works	19/12/2019	23/01/2020	Under Evaluation			Lists/Tender Register 2020
02.20	Grader CCF Class 15 - WALGA	23/01/2020	12/02/2020	Under Evaluation			Lists/Tender Register 2020

ELM11 ATTENDANCE AT EVENTS

Aim	To address attendance at any events, including concerts, functions or sporting events, whether free of charge, part of a sponsorship agreement, or paid by the local government and to provide transparency about the attendance at events of Elected Members, the CEO and other employees.
Application	Elected Members, CEO and Employees in their capacity as an Elected Member or employee of the Shire.
Statutory Environment	<i>Local Government Act 1995, section 5.90A</i>
Principles	Strategic Community Plan 2017 – 2027 (Desktop Review 2019) Goal 05 Inspiring Governance Objective 03 Council leadership
Approval Date	OMC 10 March 2020
Monitor and Review	Office of the CEO
Last Review	Not Applicable
Next Review	December 2022
Review Period	Every 2 years

DEFINITIONS

District: is defined as the Pilbara Region of Western Australia and also includes the local government areas of Karratha, Port Hedland, East Pilbara, Meekatharra, Upper Gascoyne, Carnarvon and Exmouth.

Elected Member(s): includes the Shire President and all Councillors.

Gift means a single gift or cumulative gifts within any rolling 12 month period, and is not limited to either calendar or financial year.

Shire: means the local government of the Shire of Ashburton.

Event is as defined in Section 5.90A (1) of the *Local Government Act 1995*

Acronyms

- ALGA -Australian Local Government Association
- CEO -Chief Executive Officer
- GST -Goods & Services Tax
- LGIS -Local Government Insurance Services
- WALGA -Western Australian Local Government Association

POLICY STATEMENT

Attendance at an event in accordance with this policy will exclude the recipient from the requirement to disclose a potential conflict of interest if the ticket is a gift from a donor and the value of the donation or discount is above \$300 and the donor has a matter before Council. Any gift of a free or discounted ticket or attendance received that is \$300 or less (either one gift or cumulative over 12 months from the same donor) also does not need to be disclosed as an interest.

- All values quoted in this policy are exclusive of GST where relevant.
- If an Elected Member receives a gifted or discounted ticket **in their name**, in their role as an Elected Member, of \$300 or greater value, they are still required to comply with normal gift disclosure requirements.
- Whilst the law permits gifts greater than \$300 to be accepted by the CEO, in their role with the Shire, all other employees, personally, are prohibited from accepting any gift greater than \$300, unless from the Shire as the organiser of the event, or as a gift pursuant to Section 5.50 of the Local Government Act 1995 (gratuity on termination).
- If an employee receives a ticket in their name, in their role as an employee, of between \$50 and \$300, they are required to comply with normal gift disclosure requirements and the Code of Conduct re notifiable and prohibited gifts.
- An event does not include training, which is dealt with separately via Policies ELM05 Councillor Training/Conference Attendance and ELM06 Councillor Accommodation, Travel and Incidental Expenses Whilst on Council Business
- Nothing in this Policy shall be construed as diminishing the role of the CEO in approving attendance at activities or events by other employees that in the opinion of the CEO, are appropriate, relevant and beneficial to the Shire of Ashburton and its employees.
- Attendance at an event by an Elected Member or CEO not contemplated with by this Policy shall be determined by the Council.

Elected Members, the CEO and Directors and Managers occasionally receive tickets or invitations to attend events to represent the Shire to fulfil their leadership roles in the community. The event may be a paid event or a ticket/invitation may be gifted in kind, or indeed it may be to a free/open invitation event for the community in general.

Pre-Approved Events

In order to meet the policy requirements tickets and invitations to events must be received by the Shire (as opposed to in the name of a specific person in their role with the Shire).

Individual tickets and associated hospitality with a dollar value above \$500 (inclusive of travel if relevant) provided to the Shire, Elected Member, CEO or employee are to be referred to Council for determination.

The Shire approves attendance at the following events by Elected Members, the CEO and employees of the Shire:

- a) Advocacy or lobbying of Members of Parliament or Ministerial briefings (Elected Members, the CEO and Directors and Managers only);
- b) Any free event held within the Shire of Ashburton;

- c) Events run by ALGA, WALGA, LGIS or major professional bodies associated with local government at a local, state and federal level and Local, State or Federal Government or Government Agency or Department
- d) Meetings or Events hosted by Clubs, organisations, schools or Not for Profit Organisations within the Shire of Ashburton or District to which the Shire President, Elected Member, CEO or employee has been officially invited;
- e) Shire hosted, run or sponsored ceremonies, tournaments, functions and events and functions and events with employees;
- f) Community art exhibitions within the Shire of Ashburton or District;
- g) Cultural events/festivals within the Shire of Ashburton or District;
- h) Opening or launch of an event or facility within the Shire of Ashburton or District;
- i) Recognition of Service event's within the Shire of Ashburton or District;
- j) Returned & Services League of Australia events within the Shire of Ashburton or District; and
- k) Where Shire President, Elected Member or CEO representation has been formally requested.

All Elected Members, the CEO and employees with the approval of the CEO or their respective Director, are entitled to attend a pre-approved event. If there are more Elected Members wishing to attend the event than free or discounted tickets provided, then the Shire President shall allocate the tickets.

Approval Process

Where an invitation is received to an event that is not pre-approved, it may be submitted for approval prior to the event for approval as follows:

- Events for the Shire President may be approved by the Deputy Shire President, events for Councillors may be approved by the Shire President, events for the CEO may be approved by the Shire President; and events for employees may be approved by the CEO or their respective Director.
-

Considerations for approval of the event includes any justification provided by the applicant when the event is submitted for approval, the benefit to the Shire of the person attending, alignment to the Shire's Strategic Objectives and the number of Shire representatives already approved to attend.

Where an Elected Member, CEO or employee attends a pre-approved event or has an event approved through this process and there is a fee associated with the event, including for attendance of a partner, then the cost of the event, together with reasonable cost of accommodation and travel, if required, may be authorised for payment by the CEO from the Shire's relevant budget line.

Other matters

Any event that is not pre-approved above, is not submitted through an approval process as detailed herein, or is received personally is considered a non-approved event and must be submitted to the Council for determination, unless one or more of the following circumstances applies:

1. If the event is a free event to the public then no action is required and it is approved.
2. If the event is ticketed and the Elected Member, CEO or employee pays the full ticketed price and does not seek reimbursement, then no action is required and it is approved.

Conference Registration, Bookings, Payment and Expenses

Shall be dealt with in avoidance with Council Policies:

- ELM05 Councillor Training/Conference Attendance
- ELM06 Councillor Accommodation, Travel and Incidental Expenses Whilst on Council Business
-

Dispute Resolution

All disputes regarding the approval of attendance at events are to be determined by the Shire President in relation to Elected Members and the CEO in relation to other employees.

Procedures

Organisations that desire attendance at an event by a particular person(s), such as the Shire President, Deputy President, Elected Member, CEO or particular officer of the Shire, should clearly indicate that on the offer, together with what is expected of that individual, should they be available, and whether the invite/offer or ticket is transferable to another Shire representative.

Free or discounted Invitations/offers or tickets that are provided to the Shire without denotation as to who they are for, are to be provided to the CEO and attendance determined by the CEO, in liaison with the Shire President, based on relative benefit to the organisation in attending the event, the overall cost in attending the event, inclusive of travel or accommodation, availability of representatives, and the expected role of the relevant Elected Member or employee.

Forms and Templates

The 'Gifts Register Report' Form is required to be completed and lodged within 10 days if a gift of a ticket or attendance is made to the recipient for a concert, conference, function or sporting event to them in their name, due to or as part of their role with the Shire of Ashburton, as follows;

- If the gift is provided to the Elected Member and the discount or free value is over \$300, with the CEO;
- If the gift is provided to the CEO and the discount or free value is over \$300, with the Shire President; and
- If the gift is provided to an employee, other than the CEO, and the discount or free value is over \$50, with the CEO.

ASSOCIATED DOCUMENTS

ELM04 Code of Conduct

ELM05 Councillor Training/Conference Attendance

ELM06 Councillor Accommodation, Travel and Incidental Expenses Whilst on Council Business

DEED OF VARIATION

LOCAL GOVERNMENT HOUSE TRUST



LAW

PERTH

11 Mounts Bay Road, Perth WA 6000

Telephone (08) 9429 2222 Facsimile: (08) 9429 2434

eylawperth@au.ey.com www.ey.com

Our Ref: 4WAL / 2004 7043

THIS DEED dated the _____ day of _____ 2019

BY

WESTERN AUSTRALIAN LOCAL GOVERNMENT ASSOCIATION of Level 1, 170 Railway Parade, West Leederville in the State of Western Australia (the 'Trustee')

RECITALS

- A. By Deed of Trust undated but stamped 12 February 1980 ('Original Trust Deed') made between CHARLES WILSON TUCKEY, LYAL GORDON RICHARDSON, GORDON LAWRENCE KILPATRICK, HARRY STICKLAND and MAXWELL RAY FINLAYSON (the 'Original Trustees') and THE LOCAL GOVERNMENT ASSOCIATION OF WESTERN AUSTRALIA and the COUNTRY SHIRE COUNCILS ASSOCIATION (the 'Retired Trustees') the Original Trustees declared that they would hold the property therein referred to as the Headquarters and the monies therein referred to as the Trust Fund upon trust for the beneficiaries specified in the second schedule to the Original Deed upon the terms and conditions therein contained (the 'Original Trust').
- B. By Deed dated 2 October 1981 made between the Original Trustees and the Retired Trustees the Original Trustees retired and appointed the Retired Trustees as the trustees of the Original Trust in their place.
- C. By Deed dated 4 May 1994 (the 'New Deed') the Retired Trustees (in the New Deed referred to as THE LOCAL GOVERNMENT ASSOCIATION OF WESTERN AUSTRALIA (INC) and THE COUNTRY SHIRE COUNCILS' ASSOCIATION OF WESTERN AUSTRALIA (INC)) agreed that the proceeds from the sale of the Headquarters and the Trust Fund and the income thereof should be from 17 February 1993 held upon the terms and conditions set out in the New Deed (the 'Trust').
- D. By Deed of Variation dated 5 June 2002 the Retired Trustees varied the New Deed (collectively, the 'Trust Deed') to provide for a new Clause 22 which provides that any trustee of the Trust may retire as trustee of the Trust and appoint a new trustee to act as trustee of the Trust and that notwithstanding that the original number of trustees of the Trust was five where a corporation or incorporated association is appointed as trustee of the Trust then it shall not be obligatory to appoint more than one new trustee.
- E. By Deed dated 6 June 2002 made between the Retired Trustees and the Trustee, the Retired Trustees retired and appointed the Trustee as the trustee of the Trust.
- F. Clause 21.1 of the Trust Deed provides that the Trustees may at any time and from time to time (with the consent of not less than 75% of the Beneficiaries) by deed revoke add to or vary the trusts of the Trust Deed or declare (inter alia) any new or other powers, authorities or discretions concerning the management, control or investment of the Trust Fund upon the terms contained therein.
- G. The Trustee wishes to add to and vary the Trust Deed and declare (inter alia) new or other powers, authorities and discretions concerning the management, control or investment of the Trust Fund in accordance with the terms of this Deed.
- H. More than 75% of the Beneficiaries have consented in writing to the variations to the New Deed and the records relating to this consent will be placed with the original of this Deed.

NOW THIS DEED WITNESSES**1. DEFINITIONS AND INTERPRETATION**

In this Deed, unless the context otherwise requires:

- 1.1 a word importing the singular includes the plural and vice versa, and a word of any gender includes other genders;
- 1.2 another grammatical form of a defined word or expression has a corresponding meaning;
- 1.3 a reference to a clause, paragraph, recital, schedule or annexure is to a clause, paragraph or recital of, or schedule or annexure to, this Deed, and a reference to this Deed includes any schedule or annexure;
- 1.4 a reference to a document or instrument includes the document or instrument as varied, novated, altered, supplemented or replaced from time to time;
- 1.5 a reference to a person includes a natural person, the estate of an individual, a partnership, body corporate, the trustee of a trust (in the trustee's capacity as trustee of the trust), association, governmental or local authority or agency or other entity;
- 1.6 a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- 1.7 the meaning of general words is not limited by specific examples introduced by 'including, for example' or similar expressions;
- 1.8 Recitals A to H inclusive form part of and are included in this Deed;
- 1.9 headings are for ease of reference and do not affect interpretation;
- 1.10 'Deed' means this deed;
- 1.11 unless specified otherwise, terms which are defined in the Trust Deed and used in this Deed bear the same meanings in this Deed which are ascribed to them in the Trust Deed; and
- 1.12 in the event of any inconsistency between the provisions of the Trust Deed and the provisions of this Deed, the provisions of this Deed will prevail.

2. OPERATIVE PART

The Trustee in exercise of the power given to the Trustee by clause 21.1 of the Trust Deed and with the consent of more than 75% of the Beneficiaries hereby adds to and varies the Trust Deed and declares (inter alia) the following new or other powers authorities and discretions concerning the management, control or investment of the Trust Fund as follows:

- 2.1 delete the word "The" appearing after the words "Any trustee of the Trust may retire as trustee of the Trust." in the existing clause 22.1 and replace it with the words "Subject to clause 22.3, the";

2.2 insert after clause 22.2 the following:

“22.3 The retiring or continuing trustee shall only be entitled to appoint any new or additional trustee of the Trust with the consent of not less than 75% of the Beneficiaries.

22.4 The Beneficiaries may at any time by Special Resolution:

- (a) remove a Trustee from the office as trustee of the Trust; and
- (b) appoint such new or additional Trustee.

For the purposes of this clause 22.4, “Special Resolution” means a resolution passed or decision made by not less than 75% of the Beneficiaries.”

2.3 insert a new clause 13A as follows:

“13A **DELEGATION TO THE BOARD OF MANAGEMENT**

Unless the Beneficiaries otherwise direct (such direction to be given by not less than 75% of the Beneficiaries), the Trustees shall delegate all of the powers authorities and discretions contained in subclauses (a) to (x) of clause 12 to the Board of Management. The Trustees shall, at the direction of the Board of Management, do such things as may be necessary to give effect to the exercise of a power, authority or discretion by the Board of Management.”

3. **SEVERABILITY**

3.1 If any provision of this Deed is found by a competent authority (including without limitation a Court) to be void or unenforceable, then such finding shall not affect the other provisions of this Deed.

3.2 If making a subsequent amendment to this Deed avoids any invalidity or unenforceability of any provision of this Deed, the parties may elect to make that amendment, which shall be deemed for all purposes to be effective immediately prior to the occurrence of that invalidity or unenforceability.

4. **FURTHER ASSURANCES**

All parties shall make, execute and do all acts, deeds, documents and things and sign all documents which may reasonably be required to give full effect to this Deed, and the Trustee shall bear the costs of observing, performing and complying with this clause.

5. **COSTS**

The Trustee shall bear and pay the costs of and incidental to the preparation, execution and stamping of this Deed.

6. **RATIFICATION AND CONFIRMATION**

In all other respects the terms of the Trust Deed are hereby ratified and confirmed.

7. **PROPER LAW**

This Deed shall be governed by the laws of the State of Western Australia and the parties submit to the jurisdiction of the Courts of the State of Western Australia.

EXECUTED as a Deed

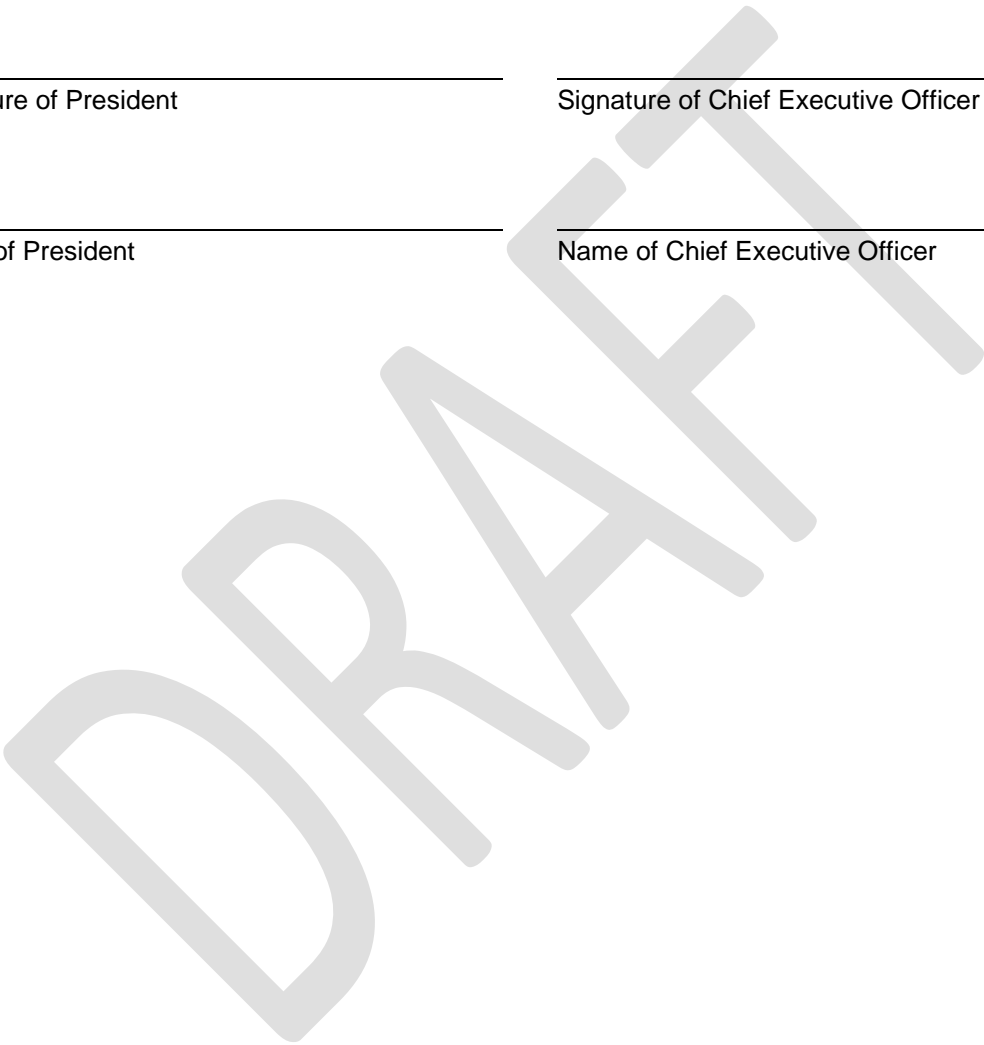
**THE COMMON SEAL of WESTERN)
AUSTRALIAN LOCAL GOVERNMENT)
ASSOCIATION is hereunto affixed in the)
presence of:)**

Signature of President

Signature of Chief Executive Officer

Name of President

Name of Chief Executive Officer





SHIRE OF ASHBURTON
MONTHLY STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JANUARY 2020

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**SHIRE OF ASHBURTON
STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JANUARY 2020**

	NOTE	January 2020 Actual \$	January 2020 Y-T-D Budget \$	2019/20 Current Budget \$	Variances Actuals to Budget \$	Variances Actual Budget to Y-T-D %	
Operating							
Revenues/Sources							
Governance		594,435	556,000	646,098	38,435	7%	
General Purpose Funding		1,812,368	1,922,074	3,295,729	(109,706)	-6%	
Law, Order, Public Safety		66,231	44,387	76,103	21,844	49%	▲
Health		266,908	70,738	73,791	196,170	277%	▲
Education and Welfare		2,537,979	1,484,168	6,545,300	1,053,811	71%	▲
Housing		238,793	172,011	294,973	66,782	39%	▲
Community Amenities		2,482,407	8,335,971	13,951,710	(5,853,564)	-70%	▼
Recreation and Culture		2,604,923	3,683,939	5,592,550	(1,079,016)	-29%	▼
Transport		2,419,030	4,365,642	11,427,533	(1,946,612)	-45%	▼
Economic Services		985,955	1,409,870	2,470,549	(423,915)	-30%	▼
Other Property and Services		142,649	159,915	274,253	(17,266)	-11%	
		<u>14,151,678</u>	<u>22,204,714</u>	<u>44,648,589</u>	<u>(8,053,036)</u>	<u>-36%</u>	
(Expenses)/(Applications)							
Governance		(3,639,242)	(5,032,181)	(8,869,722)	1,392,939	28%	▼
General Purpose Funding		(8,959)	(48,482)	(83,136)	39,523	82%	▼
Law, Order, Public Safety		(572,490)	(797,484)	(1,374,419)	224,994	28%	▼
Health		(443,163)	(451,524)	(779,209)	8,361	2%	
Education and Welfare		(141,927)	(182,226)	(309,779)	40,299	22%	▼
Housing		(842,241)	(790,613)	(1,372,216)	(51,628)	-7%	
Community Amenities		(4,058,372)	(5,353,158)	(9,288,000)	1,294,786	24%	▼
Recreation & Culture		(6,498,934)	(7,363,131)	(12,810,148)	864,197	12%	▼
Transport		(7,827,907)	(12,034,293)	(19,306,307)	4,206,386	35%	▼
Economic Services		(1,537,026)	(2,023,761)	(3,502,807)	486,735	24%	▼
Other Property and Services		(1,718,108)	(1,905,381)	(3,345,341)	187,273	10%	
		<u>(27,288,369)</u>	<u>(35,982,234)</u>	<u>(61,041,085)</u>	<u>8,693,865</u>	<u>-24%</u>	
Net Operating Result Excluding Rates		(13,136,691)	(13,777,519)	(16,392,496)	640,828	-5%	
Adjustments for Non-Cash (Revenue) and Expenditure							
(Profit)/Loss on Asset Disposals		(40,909)	42,903	73,582	(83,812)	195%	▼
Movement in Liabilities Associated with Cash		0	8,442	14,472	(8,442)	100%	
Depreciation on Assets		6,914,270	6,765,731	11,603,060	148,539	-2%	
Capital Revenue and (Expenditure)							
Purchase Land Held for Resale		(7,381)	(206,988)	(369,343)	199,608	96%	▼
Purchase Land and Buildings		(1,573,217)	(4,941,991)	(17,346,365)	3,368,774	68%	▼
Purchase Furniture and Equipment		(6,350)	(146,162)	(190,697)	139,812	96%	▼
Purchase Plant and Equipment		(40,929)	(1,064,633)	(2,029,848)	1,023,704	96%	▼
Purchase Infrastructure Assets - Roads		(1,736,213)	(5,200,949)	(9,282,487)	3,464,736	67%	▼
Purchase Infrastructure Assets - Footpaths		(46,005)	(441,147)	(756,556)	395,142	90%	▼
Purchase Infrastructure Assets - Drainage		(363,093)	(940,660)	(1,833,000)	577,567	61%	▼
Purchase Infrastructure Assets - Airports		(133,809)	(1,716,953)	(4,384,969)	1,583,144	92%	▼
Purchase Infrastructure Assets - Parks & Recreation		(39,715)	(2,650,498)	(10,786,636)	2,610,783	99%	▼
Purchase Infrastructure Assets - Town		(114,946)	(1,178,830)	(2,088,361)	1,063,884	90%	▼
Purchase Infrastructure Assets - Waste		(547,852)	(1,428,881)	(11,629,000)	881,029	62%	▼
Proceeds from Disposal of Assets		40,909	40,910	322,000	(1)	0%	
Repayment of Debentures		(376,866)	(767,734)	(767,734)	390,868	51%	▲
Proceeds from New Debentures		0	0	1,806,000	0	0%	
Transfers to Restricted Assets (Reserves)		(432,018)	(5,795)	(1,176,946)	(426,223)	-7355%	▲
Transfers from Restricted Asset (Reserves)		0	0	20,960,851	0	0%	
ADD Net Current Assets July 1 B/Fwd Adjusted		8,759,579	9,684,911	9,684,911	(925,332)	10%	
LESS Net Current Assets Year to Date		<u>33,914,170</u>	<u>19,904,334</u>	<u>3,361,528</u>	<u>14,009,836</u>	<u>70%</u>	
Amount Raised from General Rates		<u>(36,807,152)</u>	<u>(37,830,177)</u>	<u>(37,931,090)</u>	<u>1,023,025</u>	<u>-3%</u>	

SHIRE OF ASHBURTON
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JANUARY 2020

	2018/19 B/Fwd Per 2019/20 Original Budget \$	2018/19 B/Fwd Per Adjusted Actuals \$	January 2020 Actual \$
NET CURRENT ASSETS			
CURRENT ASSETS			
Cash - Unrestricted	12,936,729	11,741,594	31,034,669
Cash - Restricted Unspent Grants	0	353,276	0
Cash - Restricted Reserves	47,635,883	48,394,464	48,507,965
Rates - Current	(2,444,074)	(2,438,569)	403,494
Sundry Debtors	740,868	1,192,938	4,179,339
Accrued Income	135,415	509,793	749,849
GST Receivable	193,941	290,784	0
Provision For Doubtful Debts	(203,460)	(398,728)	(398,728)
Inventories	698,855	1,188,759	678,510
	<u>59,694,157</u>	<u>60,834,311</u>	<u>85,174,596</u>
LESS: CURRENT LIABILITIES			
Sundry Creditors	(141,384)	(1,894,081)	(482,764)
Accrued Expenditure	(691,293)	(768,827)	(855,815)
PAYG Payable	0	0	(298,200)
Payroll Creditors	0	0	0
Withholding Tax Payable	0	0	0
GST Payable	(333,622)	(92,129)	584
Other Payables	0	(130,390)	(148,366)
Unearned Income	0	0	0
Accrued Interest on Debentures	(20,871)	(20,366)	(20,366)
Accrued Salaries and Wages	(288,447)	(288,447)	(288,447)
Current Employee Benefits Provision	(1,428,251)	(1,536,357)	(1,524,612)
Current Loan Liability	0	(766,294)	(376,866)
	<u>(2,903,868)</u>	<u>(5,496,891)</u>	<u>(3,994,852)</u>
NET CURRENT ASSET POSITION	56,790,289	55,337,420	81,179,744
LESS: Reserves - Restricted	(47,635,883)	(48,394,464)	(48,826,482)
LESS: Unspent Grants - Restricted	0	0	86,854
ADD BACK; Reconciling Items to Audited Statements	0	0	0
ADD BACK: Component of Leave liability already funded from Reserve	1,091,091	1,536,357	1,097,187
Add Back : Current Loan Liability	0	766,294	376,866
LESS: Non Current Inventories	(560,586)	(486,028)	0
ESTIMATED SURPLUS/(DEFICIENCY) C/FWD	<u><u>9,684,911</u></u>	<u><u>8,759,579</u></u>	<u><u>33,914,170</u></u>

SHIRE OF ASHBURTON
FOR THE PERIOD ENDED 31 JANUARY 2020
Report on Significant Variances Greater than 10% and \$20,000

The Materiality variances adopted by Council are:

Actual Variance to YTD Budget up to 5% - Not Reported

Actual Variance up to 10% of YTD Budget - Use Management Discretion

Actual Variance exceeding 10% of YTD Budget and a value greater than \$20,000 - Must Report

REPORTABLE OPERATING REVENUE VARIATIONS	YTD Actual	YTD Budget	Variance
<p>General Purpose Funding - Variance below budget expectations Budget Profile for the Federal Assistance Grants compared to actual funding received; as well as Interest on Reserves against budgeted.</p>	1,812,368	1,922,074	(109,706)
<p>Law , Order & Public Safety - Variance above budget expectations The variance mainly reflects the timing difference between the Budget Profile and funding received for the Bush Fire Brigade Projects.</p>	66,231	44,387	21,844
<p>Health - Variance above budget expectations Positive Variance as the Shire received First Quarter Aboriginal Grant payment that was not forecasted in 2019/20. The Shire also received 50% more Food Premises Registration Fees compared to the forecast.</p>	266,908	70,738	196,170
<p>Education & Welfare - Variance above budget expectations Positive Variance mainly attributed to timing of funding for Tom Price Child Care Centre (Claim one).</p>	2,537,979	1,484,168	1,053,811
<p>Housing - Variance above budget expectations Positive Variance due to increase in internal use of Willow Road Transit House over the period under review and recoveries from staff housing.</p>	238,793	172,011	66,782
<p>Community Amenities - Variance below budget expectations Negative Variance mainly represents the funding from Rio Tinto & Building Better Regions Fund not yet received for the Onslow Waste Management Facility.</p>	2,482,407	8,335,971	(5,853,564)
<p>Recreation and Culture - Variance below budget expectations Negative Variance attributed to the timing of the funds for Onslow Sports Club upgrade from Chevron & Tom Price Bowling Club (Rio Tinto). Timing of the funds for the Paraburdoo Community Hub (Operations); & Club Development.</p>	2,604,923	3,683,939	(1,079,016)
<p>Transport - Variance below budget expectations. Negative Variance due to the timing of the funds for road construction and maintenance from Roads to Recovery, Regional Road Group and Main Roads WA for Black Spot & WANDRRA Events.</p>	2,419,030	4,365,642	(1,946,612)
<p>Economic Services - Variance below budget expectations. Negative Variance highlighted by Horizon Solar Program contribution not yet received.</p>	985,955	1,409,870	(423,915)
REPORTABLE OPERATING EXPENSE VARIATIONS			

SHIRE OF ASHBURTON
FOR THE PERIOD ENDED 31 JANUARY 2020
Report on Significant Variances Greater than 10% and \$20,000

General Purpose Funding - Variance below budget expectations	(8,959)	(48,482)	39,523
Positive Variance occurred due to lower actual than budgeted Legal and Valuation Expenditure & Salaries.			
Law, Order & Public Safety - Variance below budget expectations	(572,490)	(797,484)	224,994
Positive Variance due to underspends in Salaries and Superannuation Accounts (Animal Control Eastern) against budgeted less than expected operating costs for Fire Prevention and animal control.			
Health - Variance below budget expectations	(443,163)	(451,524)	8,361
Positive Variance following cumulative underspends under the Inspections and Administration Services Sub-Programme, highlighted by Salaries and Superannuation, Motor vehicle Expenses, and Mosquito control charges.			
Education and Welfare - Variance below budget expectations	(141,927)	(182,226)	40,299
Timing of Donations to the Primary Schools done in the second half of the year and cumulative underspend in Youth Services for East and West.			
Housing - Variance above expectations	(842,241)	(790,613)	(51,628)
Operating expenses for Buildings/Staff Housing higher than projected in the period under review.			
Community Amenities - Variance below budget expectations	(4,058,372)	(5,353,158)	1,294,786
Variance mainly due cumulative underspend in the Sanitation for Commercial, General Refuse as well as Salaries & Superannuation in Other Community Amenities.			
Recreation & Culture - Variance below budget expectations	(6,498,934)	(7,363,131)	864,197
Timing of events and community donations and projects & various underspends under Swimming Pool in Tom Price.			
Transport - Variance below budget expectations	(7,827,907)	(12,034,293)	4,206,386
Timing of WANDRRA Event 781 remediation works.			
Economic Services - Variance below budget expectations	(1,537,026)	(2,023,761)	486,735
Cumulative underspends in the Tourism & Area Promotion in Tom Price & Onslow. Further, Consultancy, Salaries and Superannuation under Economic Development below budget.			
Other Property and Services - Variance above budget expectations	(1,718,108)	(1,905,381)	187,273
Administration allocations have now been posted.			
REPORTABLE CAPITAL EXPENSE VARIATIONS			
Purchase of Land Held for Resale - Variance below budget expectations.	(7,381)	(206,988)	199,608
Residential & Land Development sub-divisions Projects - Landgate to issue Survey Instructions on proposed excision of portion of Lot 524 on Deposited Plan 69942 for amalgamation into adjoining Lot 350 in Tom Price. Lack of Expression of Interest on (Lot 9500) Mixed Business Development has had an effect on expenditure. These observations are the same as from the last reporting.			

SHIRE OF ASHBURTON
FOR THE PERIOD ENDED 31 JANUARY 2020
Report on Significant Variances Greater than 10% and \$20,000

<p><i>Purchase of Land & Buildings - Variance below budget expectations.</i> Building Projects highlighted by the big ticket items have not progressed due to either timing or confirmation of External Funding etc. or projects in early planning stages. E.g. Tom Price Child Care Centre Project concept design and cost estimate Business Case to be presented to Council in December 2019. The Gym/Childcare Facilities Project is at a Planning Stage. These two Projects account for a significant part of the variance.</p>	(1,573,217)	(4,941,991)	3,368,774
<p><i>Purchase of Furniture & Equipment - Variance below budget expectations.</i> ICT Software for Safety & Training Management System is complete (moved to Operational Expenditure). The purchase of Laptops will occur in the Second half of the Year, while the AIMS Share Point & Community Services Events Management Systems Projects remain at the planning stage.</p>	(6,350)	(146,162)	139,812
<p><i>Purchase of Plant & Equipment - Variance below budget expectations.</i> Plant & Equipment Program for 2019/20 will be spread throughout the year with only 1 vehicle procured so far. Other Plant items have not yet been procured as projected e.g. AO Plotter, Material Handling & Lifting Equipment at Onslow Airport among others. No significant changes from last month's reporting.</p>	(40,929)	(1,064,633)	1,023,704
<p><i>Purchase of Infrastructure Assets Roads - Variance below budget expectations.</i> First half of the year will be primarily about planning, scoping and Request for Tenders (RFT). The Tenders are now projected for December & the beginning of 2020.</p>	(1,736,213)	(5,200,949)	3,464,736
<p><i>Purchases of Footpaths - Variance below budget expectations</i> The RFT for the Kerb & Gutter Program is now with Procurement, while the Footpath Project Report will go to Council in January & RFT to follow in March 2020.</p>	(46,005)	(441,147)	395,142
<p><i>Purchase of Infrastructure Assets Drainage - Variance below budget expectations.</i> Review of Waterway Structures is still in progress; RFT for the Irrigation Program closed in November 2019; while the Culverts Project is likely to be deferred due to funding issues. Council also approved additional emergency drainage works for Tom Price and Paraburdoo.</p>	(363,093)	(940,660)	577,567
<p><i>Purchase of Aerodromes - Variance below budget expectations.</i> Most Onslow Airport Capital Works are still under project planning stage (sourcing RFQ or drafting Request for Tenders). Landside Infrastructure and the Solar Farm Expansion are progressing well.</p>	(133,809)	(1,716,953)	1,583,144
<p><i>Purchases of Parks & Recreation Assets - Variance below budget expectations.</i> Vic Hayton Pool Refurbishments to occur after the Pool Season (4th Quarter); Foreshore Protection Project, Onslow Marina Upgrade & the Pump Track are all under planning.</p>	(39,715)	(2,650,498)	2,610,783
<p><i>Purchases of Town Infrastructure - Variance below budget expectations.</i> Horizon Power Solar Program has just commenced with Stage 1 focusing on Shire staff housing. The Tom Price Tourist Bay Upgrade is still at a planning stage.</p>	(114,946)	(1,178,830)	1,063,884
<p><i>Purchases of Waste Infrastructure - Variance below budget expectations.</i></p>	(547,852)	(1,428,881)	881,029

SHIRE OF ASHBURTON
FOR THE PERIOD ENDED 31 JANUARY 2020
Report on Significant Variances Greater than 10% and \$20,000

Council adopted recommendations for RFT 04.19 for the Pilbara Regional Waste Management Facility for early works, which is progressing. Delayed expenditure on Sieve Buckets as different product options are being considered; RFT for Waste Operations Building projected for the December Ordinary Council Meeting.

Repayment of Debentures - Variance below expectations.

Timing of loan repayments.

(376,866)	(767,734)	390,868
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SHIRE OF ASHBURTON
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JANUARY 2020

		Original Budget	Current Budget	Budget YTD	Actual YTD
OFFICE OF CEO					
Office of CEO					
092271	Projects to be Identified	25,000	55,275	10,000	10,000
		25,000	55,275	10,000	10,000
Staff Housing					
097800	BN000	0	331,880	-	0
097800	BN147	0	977,874	62,270	66,592
097800	BN148	0	2,615	2,615	2,615
097800	BN144	2,050,000	0	-	0
097800	BN146	0	0	-	0
097800	BN149	0	737,631	737,631	730,775
097803	BC099	1,370,000	1,141,600	-	0
097804	BC162	0	0	-	19,690
097803	BC270	0	228,400	228,400	10,865
		3,420,000	3,420,000	1,030,916	830,537
Tourism & Area Promotion Eastern Sector					
134855	19049	260,000	260,000	151,669	13,500
134854	15151	468,361	468,361	234,180	0
135010	20008	70,000	70,000	40,817	0
		798,361	798,361	426,666	13,500
		3.00			
134851		10,000	10,000	5,831	0
114619	BC410	104,527	104,527	60,949	8,510
130165		50,000	50,000	29,155	0
AB2002		65,000	65,000	37,898	0
AB2005		160,000	160,000	0	0
139996		27,900	15,000	15,000	0
139997		0	12,900	12,900	0
		417,427	417,427	161,733	8,510
	Total	4,660,788	4,691,063	1,629,315	862,548
COMMUNITY SERVICES					
Care of Families and Children					
AB2006		2,500,000	2,500,000	1,250,000	0
AB2017		0	9,089	9,089	0
080301	18069	5,100,000	6,750,000	9,242	9,242
		7,600,000	9,259,089	1,268,331	9,242
Major Projects					
AE2002	Horizon Power Solar Program	1,500,000	1,500,000	874,650	114,946
		1,500,000	1,500,000	874,650	114,946
	Total	9,100,000	10,759,089	2,142,981	124,187
CORPORATE SERVICES					
Administration General - Tom Price & Paraburdoo					
AB2009		100,000	100,000	58,310	0
AB2010		15,000	15,000	15,000	14,948
		115,000	115,000	73,310	14,948
Administration General - Onslow					
040369	19005	10,000	10,000	5,831	0
		10,000	10,000	5,831	0
Cemeteries					
100100	Onslow Cemetery Upgrade	22,296	22,296	12,999	0
		22,296	22,296	12,999	0
Information Technology					
042464	18054	15,000	15,000	8,750	0
040466	17029	28,842	28,842	16,821	6,350
040466	20007	40,000	40,000	23,324	0
042464	19080	55,955	55,955	55,955	0
042464	19025	55,371	0	0	0
		195,168	139,797	104,850	6,350
	Total	342,464	287,093	196,990	21,298
PROPERTY & DEVELOPMENT SERVICES					
Emergency Management Services					
051685	Plant & Equipment Fire Prevention	36,553	36,553	21,315	0
		36,553	36,553	21,315	0
Fire Brigades					
AR2001	Cyclone Warning Signs - Install New (Shire Wide)	50,000	50,000	29,155	0
		50,000	50,000	29,155	0
Ranger Services					
051735	19075	100,000	100,000	0	7,802
AB2001		90,000	90,000	52,479	0

SHIRE OF ASHBURTON
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JANUARY 2020

		Original Budget	Current Budget	Budget YTD	Actual YTD
		190,000	190,000	52,479	7,802
Old Onslow					
114631	18070	106,169	133,000	133,000	126,627
114631	18071	58,432	42,245	42,245	2,585
114631	18072	13,500	13,500	13,500	0
114631	18073	88,850	88,850	30,000	0
114631	18074	80,875	16,187	8,094	0
114631	18075	0	54,044	15,000	0
		347,826	347,826	241,839	129,212
Tom Price Industrial Land Development					
140154	15190	135,000	135,000	78,722	0
140741		20,000	20,000	3,281	6,781
140054	18022	14,343	14,343	8,365	600
		169,343	169,343	90,368	7,381
Onslow Mixed Business Development					
147318		200,000	200,000	116,620	0
		200,000	200,000	116,620	0
Public Halls - Civic Centres, Pavilions					
AB2007		100,000	100,000	58,310	0
AB2008		100,000	105,000	105,000	0
AB2011		35,000	30,000	16,000	0
		235,000	235,000	179,310	0
Swimming Pool - Tom Price					
113308	20006	180,000	180,000	104,958	0
		180,000	180,000	104,958	0
Foreshore Areas - Onslow					
AP2006		400,000	0	0	0
AP2005		50,000	50,000	29,155	34,950
AP2007		7,500,000	7,500,000	624,750	0
		7,950,000	7,550,000	653,905	34,950
Swimming Pool - Paraburdoo					
112968	20005	156,406	156,406	91,203	13,450
		156,406	156,406	91,203	13,450
Onslow MPC					
110365	19018	0	0	0	0
110365	19019	80,000	80,000	0	2,700
110364	17030	80,000	0	0	0
AB2004		50,000	50,000	29,155	0
		210,000	130,000	29,155	2,700
Other Recreation and Sport					
100094		100,000	100,000	100,000	0
AP2009		450,000	610,000	457,500	0
113263	19056	13,000	13,000	7,581	0
113230	20002	500,000	500,000	291,550	0
AB2012		100,000	100,000	58,310	0
AP2017		250,000	250,000	145,775	4,200
AB2013		800,000	800,000	466,480	12,019
AP2013		200,000	200,000	116,620	0
AP2014		50,000	50,000	29,155	0
AP2015		10,000	10,000	5,831	0
AP2016		300,000	300,000	174,930	0
AP2018		250,000	250,000	145,775	0
AB2016		0	5,615	5,615	0
AB2014		150,000	150,000	87,465	0
		3,173,000	3,338,615	2,092,587	16,219
Public Toilets					
AB2003		80,000	80,000	46,648	0
		80,000	80,000	46,648	0
Malls					
100067		128,000	120,000	70,000	0
		128,000	120,000	70,000	0
Other Community Amenities					
100102		250,000	0	0	0
		250,000	0	0	0
Clem Thompson Sports Pavilion					
AP2012		25,000	25,000	14,574	0
AP2011		30,000	30,000	17,493	227
		55,000	55,000	32,067	227
Paraburdoo Sports Pavilion					
AP2001		10,000	0	0	0
		10,000	0	0	0
Paraburdoo CHUB					
113236	BN386	150,000	150,000	118,761	117,833
113236	BN391	80,000	105,000	105,000	94,260
113236	BN392	0	5,615	5,615	0
113236	BN393	0	11,289	11,289	0
113236	BN385	126,000	126,000	118,130	118,130
		356,000	397,904	358,795	330,223
Parks					
AP2008		100,000	100,000	58,310	0
112746	19035	105,000	105,000	61,222	0
AP2002		11,340	11,340	6,615	0
AP2003		20,000	20,000	11,662	0
112746	20004	15,000	15,000	8,750	0

SHIRE OF ASHBURTON
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JANUARY 2020

			Original Budget	Current Budget	Budget YTD	Actual YTD
112749	20009	Paraburdoo Anzac Memorial & Red Dog Sculpture	90,000	90,000	52,479	0
112746	20000	Tom Price - Pump Track	950,000	950,000	553,945	339
			1,291,340	1,291,340	752,983	339
Ovals						
AP2010		Peter Sutherland Oval - Install New Bollards & Rope Rails	10,000	18,000	18,000	0
			10,000	18,000	18,000	0
Other Housing						
092268	BC299	Renovations - Senior Citizens Units (Budget only)	50,000	50,000	29,155	0
092269	BC289	Capital Upgrade Carinya Units (All)(Budget only)	50,000	50,000	29,155	0
			100,000	100,000	58,310	0
Total			15,178,468	14,645,987	5,039,697	542,502

INFRASTRUCTURE SERVICES**Depots**

127380	BN417	Onslow Depot - New Shed Structure Installation	140,000	140,000	81,634	0
127387	19009	Onslow Depot Refurbishment	454,723	454,723	265,146	204,574
127387	19048	Onslow-Depot Boom Gates	70,000	70,000	40,817	0
127380	20001	Paraburdoo Depot New Crib Room	200,000	200,000	0	0
			864,723	864,723	387,597	204,574

Road Plant Purchases

AE2004	PR200	Budget Only - Various Plant Items	1,400,000	1,400,000	816,340	40,929
AE2003		Emergency Response Trailers Rural Roads Installation	50,000	50,000	29,155	0
AE2005		Onslow AO Plotter	6,295	6,295	3,668	0
			1,456,295	1,456,295	849,163	40,929

Onslow Airport

120058	19006	Airport - Emergency Access Rd Sealed next to Rotary Wing Hangar	35,000	35,000	20,412	0
120058	19000	Airport - Illuminated Wind Direction and Precision Approach Path Indicator	250,000	250,000	6,030	6,390
124086	19001	Airport - Material Handling and Lifting Equipment	150,000	150,000	150,000	0
120058	19002	Airport - Scour Protection for Top Batters	1,475,613	1,475,613	860,433	0
120058	19003	Airport - Taxiway Delta Reseal	260,000	260,000	260,000	0
120017	19088	Airport Landside Infrastructure	48,750	48,750	48,750	36,364
120018	19089	Kiosk Fit out	40,000	15,000	15,000	0
AA2001		Onslow Airport General Aviation Development- Fencing, Water, Elec, Connection E	287,300	287,300	143,650	120
120016	18007	Onslow Airport Expansion to Solar Farm 150kW	320,000	320,000	166,016	86,015
AA2002		Onslow Airport Runway Enrichment Seal	200,000	200,000	200,000	0
AA2003		Onslow Airport Taxiway Renewal for Bravo & Charlie	1,488,306	1,488,306	0	4,920
120055		Runway/pavement line marking	20,000	20,000	11,662	0
			4,574,969	4,549,969	1,881,953	133,809

Urban Stormwater Drainage

AD2001	IP200	Irrigation Renewals Various locations (19/20)	250,000	250,000	145,775	104,406
124470	19038	Drainage Renewals Program	500,000	500,000	291,669	258,687
124470	20010	Drainage Renewals 19/20 - Tom Price & Paraburdoo	0	220,000	0	0
AD2004		Tom Price Doradeen Rd / West Rd - Culvert Upgrade	650,000	650,000	379,015	0
AD2002		Waterway Structures - Major	13,000	13,000	7,581	0
AD2003		Waterway Structures - Minor	200,000	200,000	116,620	0
			1,613,000	1,833,000	940,660	363,093

Construction Streets, Roads, Bridges, Depots

124441	C225	Construction of Cattle Grids	67,000	67,000	39,067	0
124441	18042	Installation of Electronic Variable Message Signs- Ashburton Downs	23,089	23,089	13,461	0
124450	19086	Mine Road, TP (Blackspot Funding 18/19)	400,689	400,689	233,639	0
124450	19092	Twitchen Road Sealing	198,000	198,000	115,451	0
124451	19087	Peedamulla Road (NTC- SOA Funded)	107,508	107,508	107,508	107,508
124460	C200	Works Prog Floodway Stablisations (Capital)	498,000	498,000	290,381	0
124461	19061	Road Renewals- Ashburton Downs Meekatharra Rd (18/19 RRG Funding)	679,784	679,784	396,382	0
124461	19062	Road Renewals- Pannawonica-Millstream Rd (16/17-18 RRG Funding)	1,218,140	1,218,140	717,356	0
124461	19059	Road Renewals-Pannawonica Millstream Rd(Re-allocated Roeb-Witt Rd 18/19 RR	407,072	407,072	102,645	2,644
AR2006	RU200	Onslow - Peedamulla Rd (R2R Funding 19/20)	1,203,180	1,203,180	1,203,180	1,258,252
AR2006	RU202	Pannawonica - Millstream Rd (RRG Funding 19/20)	720,033	370,033	100,594	1,490
AR2006	RU203	Towera - Lyndon Road (RRG Funding 19/20)	720,033	720,033	419,853	0
AR2006	RU201	Twitchen Road (R2R Funding 19/20)	922,959	922,959	538,174	2,818
AR2006	RU204	Roebourne - Wittenoom Rd (RRG Funding 19/20)	0	350,000	350,000	350,000
AR2007		Safety Barriers Renewals - Shire Wide	53,000	53,000	30,905	0
AR2008		Significant Road Signs - Renewals	15,000	15,000	8,750	0
AR2009	UR200	Urban Roads Program Renewal - 19/20	56,444	1,134,000	0	0
AR2009	UR210	Court Rd	24,459	0	0	0
AR2009	UR211	Doradeen Rd	213,051	0	0	0
AR2009	UR201	Forrest CT	12,565	0	0	0
AR2009	UR202	Guliguru Way	10,079	0	0	0
AR2009	UR205	Hardy Av	43,509	0	0	0
AR2009	UR203	19/02/2020	9,223	0	0	0
AR2009	UR204	Laphorn Av	11,087	0	0	0
AR2009	UR206	Meeka Av	49,055	0	0	0
AR2009	UR212	Mine Rd	576,198	0	0	0
AR2009	UR207	Monte - Bello Avenue	25,875	0	0	0
AR2009	UR208	Pilbara Av	52,731	0	0	0
AR2009	UR209	Yampire Av	49,724	0	0	0
AR2010	RS200	Budget Only (Various Rural Roads Sealed)	520,000	520,000	303,212	0
AR2011		General Signage Renewal (Shire Wide)	15,000	15,000	8,750	0
			8,902,487	8,902,487	4,979,308	1,722,712

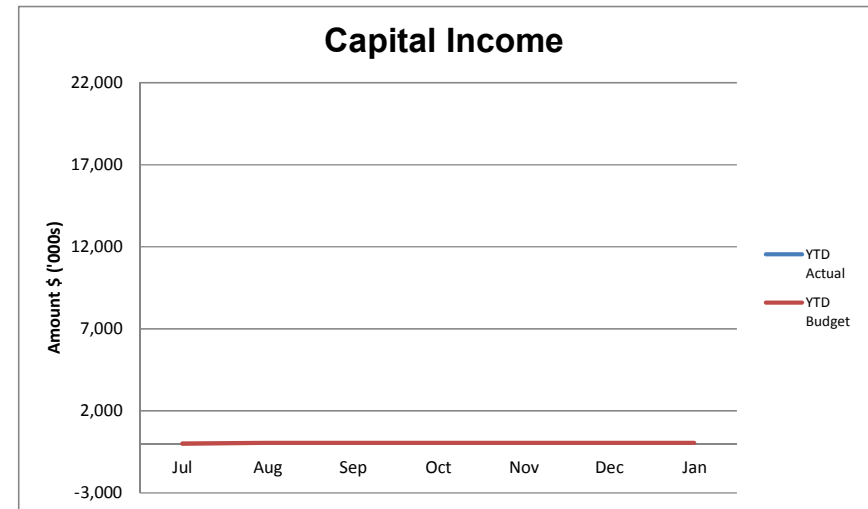
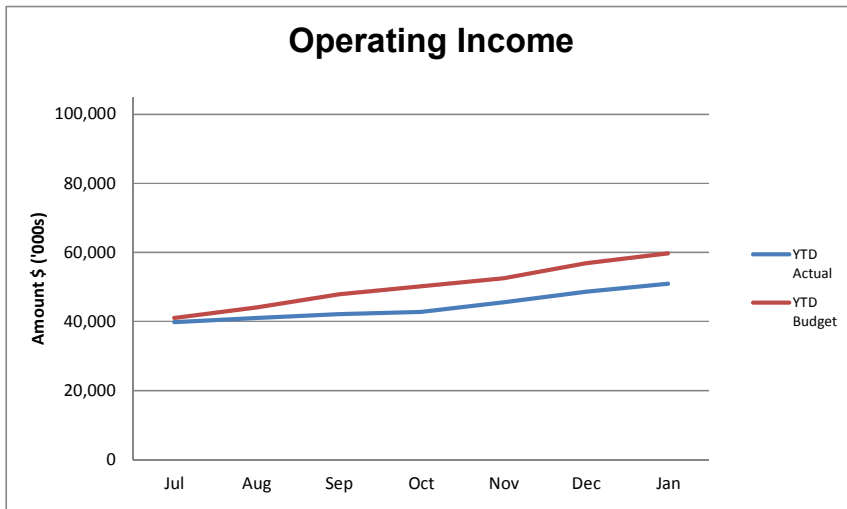
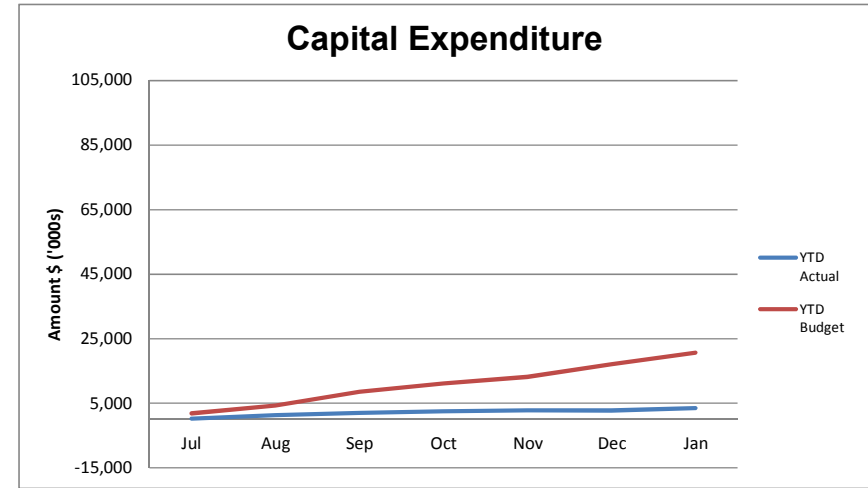
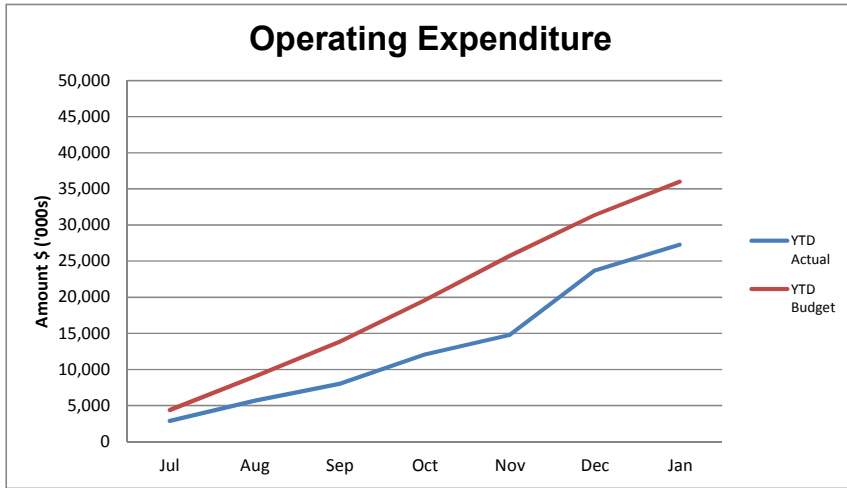
Sanitation - General Refuse

100063	C065	Onslow Tip Closure	50,000	50,000	29,155	0
AW2003		Paraburdoo Operations Building Installation	185,000	185,000	107,870	0
AW2002		Paraburdoo Sieve Buckets Installation	30,000	30,000	17,493	0
100082	18063	Pilbara Regional Waste Management Facility - Project Management	250,000	458,759	458,759	198,758
100082	18060	Pilbara Regional Waste Management Facility (Onslow) - Project Management (So	86,302	16,302	16,302	16,726

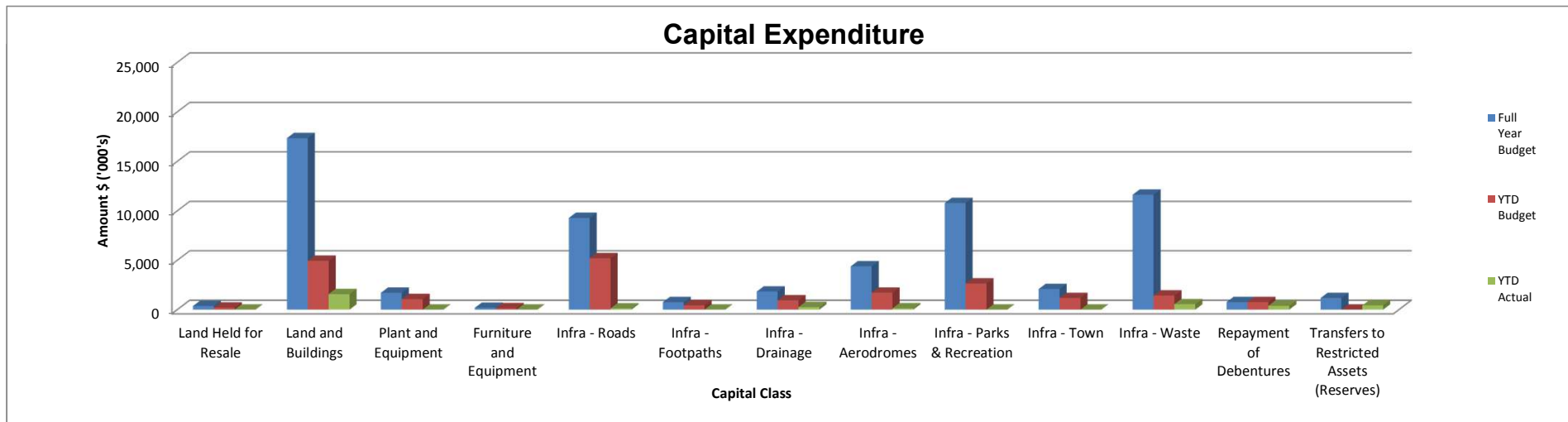
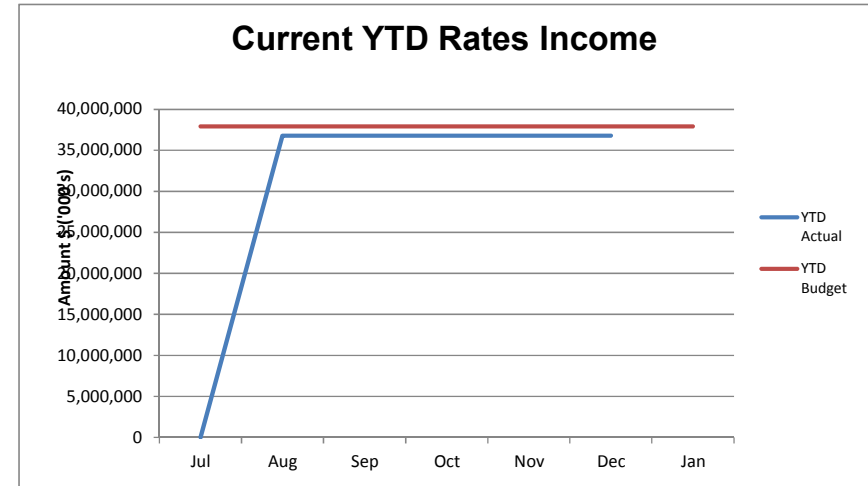
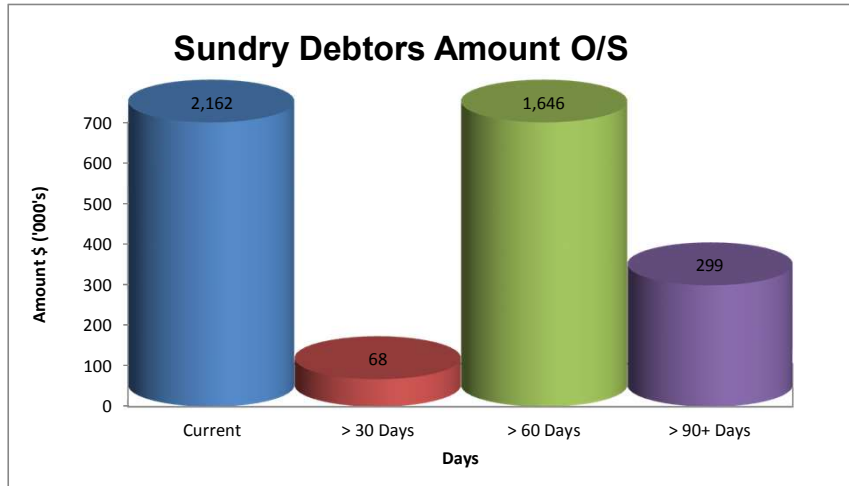
SHIRE OF ASHBURTON
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JANUARY 2020

			Original Budget	Current Budget	Budget YTD	Actual YTD
100082	18062	Pilbara Regional Waste Management Facility (Onslow) -Approvals	43,998	3,998	3,998	0
100082	18061	Pilbara Regional Waste Management Facility (Onslow)- Detailed Design	52,260	2,260	2,260	0
100082	18066	Pilbara Regional Waste Management Facility (Onslow)- Unallocated	38,546	9,787	9,787	0
100082	18058	Pilbara Regional Waste Management Facility (Onslow)- Waste Supply Agreement:	58,415	38,415	38,415	11,368
100083	19091	PRWMF - Early Works	1,275,755	1,275,755	275,755	321,000
100083	19093	PRWMF - Main Works	9,343,724	9,343,724	343,724	0
AW2004		Tom Price Operations Building Installation	185,000	185,000	107,870	0
AW2001		Tom Price Sieve Buckets Installation	30,000	30,000	17,493	0
			11,629,000	11,629,000	1,428,881	547,852
Footpaths						
AR2003	FN200	Budget Only	140,000	140,000	81,634	0
AR2005	KR200	Budget Only Kerb Renewal	220,000	220,000	128,282	0
AR2004	FR200	Footpath Renewal Program 19/20	225,000	225,000	131,194	46,005
AR2003	FN201	Onslow - Back Beach Road New Footpath	115,000	115,000	67,060	0
AR2004	FR201	Onslow Ocean View Caravan Park - Footpath Renewal	56,556	56,556	32,977	0
			756,556	756,556	441,147	46,005
Total			29,797,030	29,992,030	10,908,709	3,058,974
Total YTD Capital Expenditure at 31 August 2019			59,078,750	60,375,262	19,917,692	4,609,509

SHIRE OF ASHBURTON
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JANUARY 2020



SHIRE OF ASHBURTON
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JANUARY 2020



**SHIRE OF ASHBURTON
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JANUARY 2020**

CASH BACK RESERVES	YTD Actual	Budget	YTD ACTUAL	Budget	YTD ACTUAL	Budget	YTD ACTUAL	Budget	YTD ACTUAL	Budget
	Opening Balance	(\$)	Interest Earned		Amount Set Aside / Transfer To Reserve		Amount Used / Transfer from Reserve		Ending balance (\$)	
Employee Entitlement Reserve	1,087,432	1,091,091	9,755	18,972	9,755	18,972	-	-	1,097,187	1,110,063
Financial Risk Reserve	7,913,309	7,977,185	70,985	138,059	70,985	138,059	-	(6,741,016)	7,984,294	1,374,228
Future Projects Reserve	2,726,543	2,743,065	24,458	47,569	24,458	47,569	-	(1,034,184)	2,751,001	1,756,450
Housing Reserve	1,406,104	1,418,600	12,613	24,532	12,613	24,532	-	(1,087,000)	1,418,717	356,132
Infrastructure Reserve	3,439,382	3,462,700	30,852	60,005	30,852	60,005	-	(3,200,130)	3,470,234	322,575
Joint Venture Housing Reserve	101,693	102,676	912	1,774	912	1,774	-	(100,000)	102,605	4,450
Onslow Aerodrome	14,636,336	14,706,010	131,293	255,353	131,293	255,353	-	(5,076,748)	14,767,629	9,884,615
Onslow Community Infrastructure Reserve	194,584	192,277	1,745	3,395	1,745	3,395	-	-	196,329	195,672
Plant Replacement Reserve	488,698	494,798	4,384	8,526	4,384	290,526	-	(512,000)	493,082	273,324
Property Development Reserve	2,671,312	2,639,332	23,963	46,605	23,963	46,605	-	(169,343)	2,695,275	2,516,594
RIO Tinto Partnership Reserve	3,798,260	3,162,561	34,072	66,266	34,072	116,898	-	(2,212,180)	3,832,332	1,067,279
Tom Price Admin. Bldg. Reserve	6,016,929	6,026,756	53,974	104,974	53,974	104,974	-	(100,000)	6,070,903	6,031,730
Unspent Grants & Contributions Reserve	896,952	592,076	5,949	15,649	5,949	15,649	-	(13,451)	902,901	594,274
Waste Services Reserve	3,016,929	3,026,756	27,063	52,635	27,063	52,635	-	(714,799)	3,043,992	2,364,592
TOTAL	48,394,464	47,635,883	432,018	844,314	432,018	1,176,946	-	(20,960,851)	48,826,482	27,851,978

SHIRE OF ASHBURTON
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JANUARY 2020

	Interest Rate	Unrestricted \$	Investment \$	Total Amount \$	Institution	Maturity Date	Rating
Operating							
Municipal Working	0.05%	3,760,531	0	3,760,531	Westpac		A1+
Commonwealth Bank Account	0.00%	14,941	0	14,941	CBA		A1+
Reserve Notice Saver - (On Hold)	1.25%	0	0	0	Westpac		A1+
Municipal Notice Saver - (On Hold)	2.15%	26,653,206	0	26,653,206	Westpac		A1+
Municipal Notice Saver - (On Notice)	1.25%	0	0	0	Westpac		
Trust Working	0.05%	289,326	0	289,326	Westpac		A1+
Reserve Term Deposit	1.50%		4,700,000	4,700,000	Bendigo	19/06/2020	A2+
Reserve Term Deposit	1.57%		5,159,290	5,159,290	ANZ	23/06/2020	A1+
Reserve Term Deposit	1.62%		19,000,000	19,000,000	NAB	22/06/2020	A1+
Reserve Term Deposit	1.62%		19,000,000	19,000,000	CBA	16/06/2020	A1+
Total		30,718,004	47,859,290	78,577,294			

Comments/Notes - Investments

- * On Call - Funds available to access on call.
- * On Hold - Funds not available until 31 days notice given and maturity date set.
- * On Notice - Funds available at maturity date.

SHIRE OF ASHBURTON NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY FOR THE PERIOD ENDED 31 JANUARY 2020						
Debtor Code	Top Ten Debtors	Current \$	<30 Days \$	<60 Days \$	<90 Days \$	Total \$
315	1	-	-	1,091,305	174,221	1,265,526
482	2	-	-	550,032	32	550,063
1032	3	14,809	59	59	6,402	21,329
1685	4	285,087	-	-	-	285,087
2393	5	1,419,000	-	-	-	1,419,000
695	6	1,876	-	226	28,466	30,568
435	7	220,000	-	-	-	220,000
1754	8	36,697	-	-	-	36,697
2687	9	40	16,500	-	-	16,540
2346	10	14	14	13	1,457	1,498
	Subtotal	1,977,523	16,573	1,641,635	210,579	3,846,309
	Others	183,977	51,017	4,728	88,388	328,110
	Total	\$2,161,499	\$67,590	\$1,646,363	\$298,967	\$4,174,419

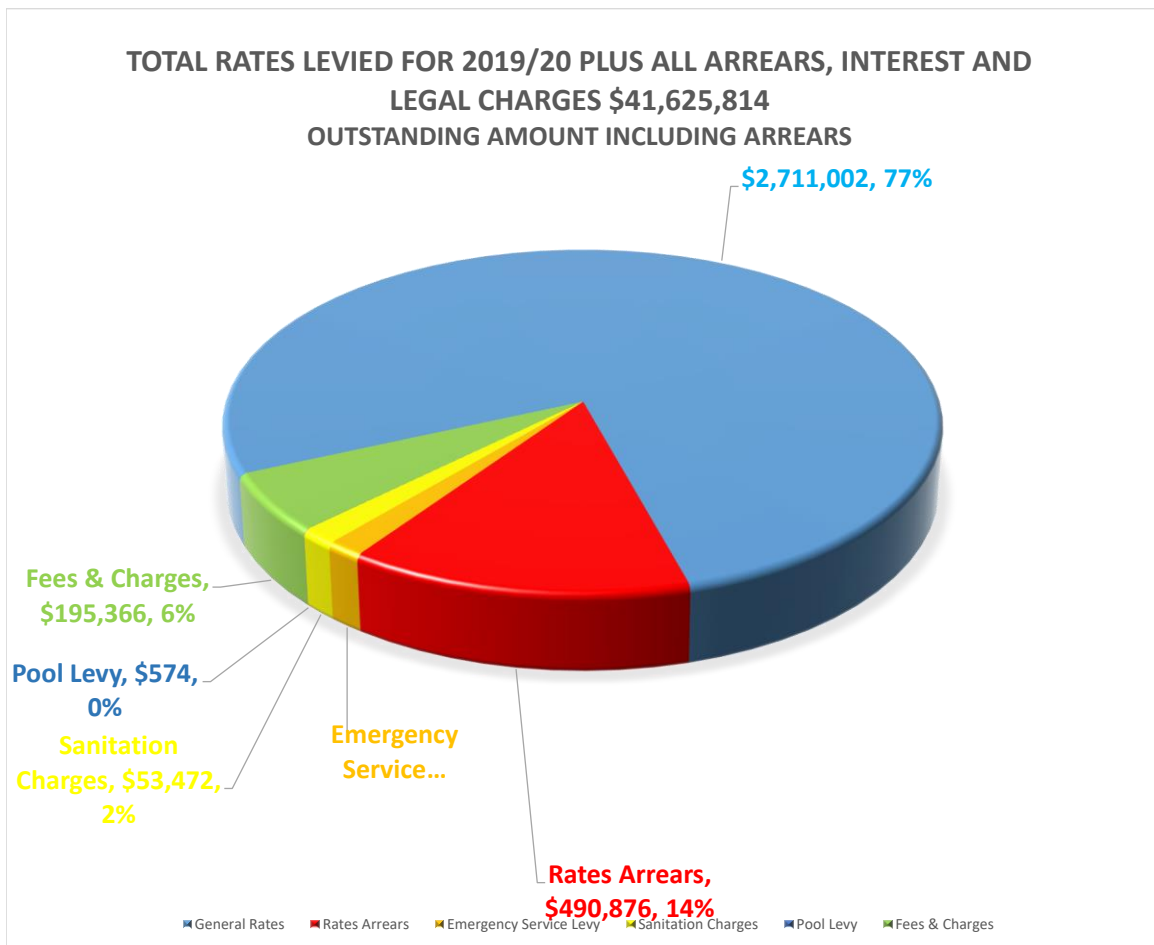
A 3D pie chart illustrating the distribution of debtors' payment statuses. The largest slice is 'Current' at 52% (blue), followed by '<60 Days' at 39% (purple), '<90 Days' at 7% (yellow), and '<30 Days' at 2% (green). A legend at the bottom left identifies the colors: Current (blue), 30 Days (green), 60 Days (purple), and 90 Days (yellow).

Debtor Code	Top Ten Debtors	Category	Progress for the recovery of funds
315	1	Road funding	Emailed Statement of Account.
482	2	Grant funding	Grant funding for the operation cost of Paraburdoo Sports, Fitness Complex
1032	3	License/Waste tips	Following up on the overdue accounts.
1685	4	Passenger screening	The account is current less than 30 days.
2393	5	Grant funding	Milestone Payment 2 for IP1 Onslow Sports Club Project
695	6	PUPP/Waste tips	Emailed a final demand letter. Organisation is now under administration.
435	7	Grant funding	Sponsorship grant for the project "Working Together for Onslow." Since paid 03/02/2020.
1754	8	Grant funding	Indexation Adjustment 2019-2020 for Aboriginal Health Services to Remote and Rural Communities
2687	9	Grant funding	Grant Everyclub Funding for 2019/2020
2346	10	Trading license	Annual registration fee plus accrued interest. Emailed a final demand letter.

SHIRE OF ASHBURTON
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JANUARY 2020

Rate Debtors

Type of Debtor	Total Levied 19/20 Plus Arrears	Collected YTD	Outstanding Amount Including Arrears	Total Collected by Percentage of Charge Type
General Rates	\$36,807,156	\$34,096,154	\$2,711,002	92.63%
Rates Arrears	\$2,952,343	\$2,461,467	\$490,876	83.37%
Emergency Service Levy	\$415,409	\$362,279	\$53,130	87.21%
Sanitation Charges	\$1,141,596	\$1,088,124	\$53,472	95.32%
Pool Levy	\$28,782	\$28,208	\$574	98.00%
Fees & Charges	\$280,527	\$85,161	\$195,366	30.36%
Totals	\$41,625,814	\$38,121,393	\$3,504,421	91.58%



SHIRE OF ASHBURTON
2019/20 CAPITAL EXPENDITURE PROGRAM
As at 29 February 2020

Part or wholly funded by RTIO.

Project Progress	
●	Complete - 4.00
●	On Track - 3.00
●	Off Track - 2.00
●	Removed / In Trouble - 1.00

Project Planning Stages

■	Planning Stage
■	Both
■	Implementation Stage
	At Reporting Date

Project Title	Current Budget	YTD Actual PLUS PO Balance	Code	Comments	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Projects to be Identified (Not fixed infrastructure)	55,275	10,000	●	Projects not yet identified.												
TOTAL COMMUNITY DEVELOPMENT COSTS	55,275	10,000														
ICT Hardware - Laptops	40,000	35,925	●	RFQ to go out 20/01/2020, closing on 25/01/2020. Order to proceed the week of 28/01/2020. Order received in March 2020.												
ICT Software - AIMS SharePoint	28,842	6,350	●	Sharegate license renewed 14/01/2020 to enable testing of transition from SharePoint 2010 to SharePoint 2016. Testing to be done by 31/03/2020												
ICT Software - Com. Dev. Events Mgmt.	15,000	0	●	Community Development Project - Currently embarking on a review of all event management processes and the software will be the end component of the project.												
ICT Software Safety Management System	0	0	●	Completed. This Project is combined with the Training Management System (19080) for a combined underspend. Funds re-positioned to the Building Asbestos Containing Materials Audit Project.												
ICT Software Training Management System	55,955	0	●	Completed HR Project - System bought and being setup to go live in the next few weeks. Reallocation of provision.												
TP Visitors Centre Touch Screen	12,900	0	●	Completed. The Touch Screen was procured, however expenditure was initially posted to an Operational Account. This transaction is subject to capitalisation threshold analysis before repositioning the expenditure against the budget.												
TP Visitors Centre Furniture Upgrade	10,000	0	●	Quotes for the procurement of Furniture to be sourced.												
TOTAL CORPORATE SERVICES COSTS	162,697	42,275														
CCTV Program - Extend and Upgrade Shire wide	90,000	0	●	An Auditor for CCTV requirement has been secured. Q3 completion.												
DAIP Infrastructure Remediation	0	0	●	Project cancelled - funds reallocated to Child Care project.												
Mixed Business Dev. Services Installation	200,000	0	●	Lot 9500 open for EOI. Until interest received as to land parcel required, Project on hold.												
Old Onslow Conservation & Tourism Activation	347,826	129,212	●	This is a continuation from 18/19 with Project Implementation Plan 2 (Cemetery Conservation Works progressing). BTAC required to consent to regulation 10 permit to undertake works. Delay due to administrator being appointed.												
Onslow Admin Building - Balustrade and Hand rail	10,000	0	●	Design and Certification completed, RFQ preparation in December 2019 & installation projected for the end of January 2020.												
Onslow Aged Persons Units - Refurbishment (Carinya Units)	50,000	0	●	1st & 2nd Quarter will focus on Concept Design & Costing as well as Development Design. Further discussions to be had with committee and residents.												
Onslow Aged Persons Units - Refurbishment (Senior Units)	50,000	0	●	1st & 2nd Quarter will focus on Concept Design & Costing as well as Development Design. Further discussions to be had with committee and residents.												
Onslow Anzac Memorial - Install New Drink Fountain	11,340	9,854	●	Project awarded to Munro Contracting, waiting on product delivery. Funding has been secured. Project on track.												
Onslow Anzac Memorial - Renewal of Flag Pole	20,000	7,063	●	Budget variation reallocating funds from Reserves approved at Dec 19 OMC. Project awarded to Munro Contracting, Flag Pole has arrived in Onslow BA application has been applied. Installation will commence on receipt of BA approval.												
Onslow Back Beach - Renewal of Shade Structure	50,000	13,480	●	Installation of 2 custom curved roof steel shelters within-ground post to be done by Landmark. Shelters have arrived and damaged in transport, SoA will not accept the product. Matter is ongoing for supply.												
Onslow Business House - Structural and remedial works	65,000	0	●	Project placed on Hold												
Onslow Cemetery - Upgrade	22,296	18,768	●	Q1 & Q2 are about planning, followed by works in 'Q3.												
Onslow Community Gardens - Install Toilet Amenities	80,000	0	●	D & C Toilet Block amenities plumbed into sewer and water . Works are projected for Q3.												
Onslow Goods Shed - Renewal of Building Structure for Compliance	160,000	24,376	●	Sourcing quotes for internal works. The planning period has been extended to January 2020. Fire Equipment upgrades including Fireboard, Emergency lighting & Exit to be approved by CEO.												

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●	Removed / In Trouble - 1.00

Project Planning Stages

■	Planning Stage
■	Both
■	Implementation Stage
	At Reporting Date

Project Title	Current Budget	YTD Actual PLUS PO Balance	Code	Comments	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Onslow Goods Shed Upgrade - Scope & Design	104,527	66,986	●	Currently being referred to building compliance provided by Hendry Group. Planning Q2. Works slated in Q3.												
Onslow Gym / Childcare Facilities - Renewal	2,500,000	0	●	1st Qtr. is about the development of the Project Design. Works projected for the Q4. Project concept design completed Jan/Feb OCM												
Onslow Horizon Power Solar Program	1,500,000	242,728	●	Stage 1 focuses on Shire housing in Q2. Contracts have been executed and building permits applied for. Stage 2 will focus on Shire facilities in Q3 & 4.												
Onslow Marina - Upgrade	7,500,000	0	●	1st & 2nd Qtr. is about Planning. This Project is in collaboration with the Ministry of Transport. Ongoing and will be a carry over into 2020/21.												
Onslow MPC - Emergency Evacuation Centre - Upgrade	0	0	●	Project not proceeding, funding re-allocated to AP2009 (New Paraburdoo Softball Field) as per October 2019 OCM.												
Onslow MPC - Install New Storage Shed	50,000	0	●	1st Qtr. will be about developing the Project Design, planning extended Q3 January 2020.												
Onslow MPC - Water Tank installation	80,000	88,115	●	RFQ on Tenderlink - November 2019.												
Onslow Picnic Setting - Install New	15,000	11,407	●	This Project intends to ensure the supply and installation of picnic setting at the corner of Simpson and Back Beach Road in Onslow. Works projected for Q4.												
Onslow V Swans Office Building - Upgrade	150,000	150,182	●	RFQ closed on 07/10/2019 but came in over budget. The Project needs to be re-scoped and re-advertised via Tender Link. RFQ closed on 2/12/2019 waiting on Procurement to send through submissions.												
Paraburdoo Anzac Memorial - Re-design and Renewal	100,000	0	●	Funding not secured from RTIO. Defer to 2020/21.												
Paraburdoo Ashburton Hall - Install New Air Conditioner	105,000	104,300	●	RFQ completed and PO issued.												
Paraburdoo Ashburton Hall Structural Rectification	100,000	0	●	Project cancelled - funds reallocated to Child Care project.												
Paraburdoo Chub - Completion Projects	150,000	122,888	●	Complete.												
Paraburdoo Cricket Nets - Install New Bench Seating	13,000	0	●	Planning and works is projected to occur in the 3rd Qtr.												
Paraburdoo Cricket Nets - Renewal	105,000	94,260	●	Project Completed												
Paraburdoo Dog Exercise Yard - Install New	100,000	108,441	●	Quotations received project pending extra \$15,000 due to projected project costs exceeding allocated amount. Item to tabled at March 2020 OMC, as part of finance item. \$100k funding secured from CISP underspend 2012-2017.												
Paraburdoo Information Bay - Install New Toilet Block	260,000	152,270	●	Project complete. Source of funding is CISP underspend 2012-2017 - unspent funds to be acquitted back to CISP Reserve and reallocated to new project on application.												
Paraburdoo Peter Sutherland Oval - Install New Bollards and Rope Rails	18,000	14,100	●	Adjustment to budget required as the scope of works will cost higher than the budget provided. Budget Variation requested.												
Paraburdoo Peter Sutherland Oval Scoreboard - Upgrade	0	0	●	Project completed in 18/19. Funds re-deployed to the Building Asbestos Containing Materials Unit Project, as per October 2019 OCM.												
Paraburdoo Quentin Broad Swimming Pool - Renewal of Tiles	156,406	13,450	●	Planning and works slated for 3rd & 4th Qtr.												
Paraburdoo Quentin Broad Swimming Pool Amenities	126,000	118,130	●	Project complete.												
Paraburdoo Softball Field / Soccer Pitch / Rugby Pitch	610,000	552,270	●	Project commenced hoping for May 2020 completion												
Paraburdoo Visitors Information Bay Red Dog Sculpture	90,000	0	●	Quotes secured for installation and preferred location has been finalised with agreement by Councillors. Project on track.												
Shire Cyclone Warning Signs - Install New	50,000	0	●	Signs arrived awaiting installation. Information received from Main Roads.												
Shire Electronic Fire Danger Index Signs	36,553	0	●	Signs arrived awaiting installation. Information received from Main Roads.												
Staff Housing - New Purchases (Onslow, Tom Price & Paraburdoo)	2,050,000	1,717,055	●	Contract for new build at 215 Grevillea has been issued to Modular WA \$908,014. 61 Pine Street Demolition has been put on hold until 20/21.												

SHIRE OF ASHBURTON
2019/20 CAPITAL EXPENDITURE PROGRAM
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Project Progress	
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●	Removed / In Trouble - 1.00

Project Planning Stages

■	Planning Stage
■	Both
■	Implementation Stage
	At Reporting Date

Project Title	Current Budget	YTD Actual PLUS PO Balance	Code	Comments	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Staff Housing - Refurbishment (Onslow, Tom Price & Paraburdoo)	1,370,000	249,689	●	RFT being reviewed by Procurement for another 6 properties to be refurbished. 3 in Paraburdoo and 3 in Tom Price.												
Tom Price Tennis Club - Refurbishment of Playing Surface and Facilities	800,000	30,346	●	Preliminary drawings completed. Quotes received back from QS. Project costings have come back at \$50,000 - \$500,000 over budget. Meeting has been held with Tennis club to see if they wish to stay in the current location and to explain that the project may need to be completed over 2 or 3 stages with the first stage to be the foundation and court upgrades. Project management services secured from HQ Management.												
Tom Price Admin Building - Concept Planning for New Facility	100,000	0	●	Workshop for preferred location to be presented at the March OMC.												
Tom Price Admin Building - Install New Courtyard Shade Cover	15,000	14,948	●	Project Completed in December 2019												
Tom Price Bowling Club - Upgrade Bowling Green and Patio Area	500,000	0	●	Funding not secured from RTIO. Defer project to 2020/21.												
Tom Price Child Care Centre	6,750,000	23,842	●	Total project funds of 6.75million secured (letter of commitment progressing to funding deed). RFQ for drainage design advertised. Project management services secured by HQ Management. Likely carry over into 2020/21.												
Tom Price Clem Thompson Oval - Install New Rebound Nets for AFL	30,000	29,878	●	There are plans for a 'Site Meeting with Sporting Club to discuss various project options.												
Tom Price Clem Thompson Pavilion - Upgrade of BBQ Facilities and Playground	25,000	0	●	Project to design and install new BBQ and playground facilities. Planning is projected for 3rd Quarter.												
Tom Price Community Hall - Renewal of 2 x Air Conditioners	30,000	15,600	●	RFQ completed and PO issued.												
Tom Price Community Hub - combine Bowling Club, Jnr Football, Squash Courts and Gym.	100,000	0	●	RFQ for Concept design to sent in Second quarter												
Tom Price Diamond Club Softball - Install of Softball Storage Facility	50,000	0	●	New source of funds reallocated from Minha Oval shed and bollards project.												
Tom Price Diamond Club Softball - Renewal of Oval Lighting	200,000	0	●	New source of funds reallocated from Minha Oval shed and bollards project.												
Tom Price Diamond Club Softball - Upgrade of Playground lighting	10,000	0	●	New source of funds reallocated from Minha Oval shed and bollards project.												
Tom Price Emergency Services Land Lot 400 - FESA design	20,000	6,781	●	Concept drawings complete. Agenda item was tabled and endorsed at the February 2020 OMC for project to continue and the CEO permission to seek further external funding for the project.												
Tom Price Golf Club - Indoor Cricket Nets Repairs	100,000	0	●	RFQ closing on 18/11/2019. Project temporarily placed on hold pending possible lease agreement with Outdoor Gymnasium Club.												
Tom Price Industrial Land Development Subdivision and Planning	135,000	6,913	●	Landgate to issue Survey Instructions- proposed excision of portion of Lot 524 on Deposited Plan 69942 for amalgamation into adjoining Lot 350 in Tom Price.												
Tom Price Minha Oval - Install New Shed and Bollards	300,000	0	●	Project deferred. Re-allocate funds to Diamond Club projects.												
Tom Price Minha Oval - New Oval Lighting	250,000	4,200	●	Plans are underway to book a Consultant to scope the works. Further information to be available in due course.												
Tom Price Mountain Bike Track - Undertake Scope of Works	105,000	0	●	Track assessment complete - consultant report anticipated 24 January 2020												
Tom Price Pump Track	950,000	16,839	●	Community consultation plan complete - reviewing prior to implementation at end of school holidays												
Tom Price Residential Land Development Subdivision and Survey	14,343	12,021	●	Conditional subdivision approval received from WAPC. Council consideration of Lots 400 and 46 requested at October'19 OCM. Further one lot subdivision progressing with Veris appointed to survey and lodge application.												
Tom Price Skate Park - Install New Shade Structures	250,000	0	●	Concept designs for Shade structures received. Community Engagement meeting to be organised for communities input before any works commence. With the assistance of Community services and Convict designs.												
Tom Price Town Centre - Refurbishment - Sculptures	120,000	0	●	Awaiting for more information from PDS.												

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Project Planning Stages

■	Planning Stage
■	Both
■	Implementation Stage
	At Reporting Date

Project Title	Current Budget	YTD Actual PLUS PO Balance	Code	Comments	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Tom Price Town Tourist Bay - Upgrade	468,361	0	●	Project currently sitting with IS. Consultation with Main Roads now being undertaken re: site location and works required. \$400k funding secured from CISP underspend 2012-2017.												
Tom Price Vic Hayton Pool - Refurbishments	180,000	0	●	Planning and works to occur in 2nd and 3rd Qtr.												
Tom Price Visitors Centre Wash Down Bay	15,000	14,995	●	Project to install outside kitchen sink for washing of dishes etc. for Tourists. RFQ under preparation.												
TOTAL PROPERTY & DEVELOPMENT SERVICES COST	30,013,652	3,848,417														
Airport - Emergency Access Road Sealed next to Rotary Wing Hangar	35,000	0	●	Works on hold pending outcome of Hangar Proposal.												
Airport - General Aviation Development - Fencing, Water & Elec. Connections, Earthworks.	287,300	21,696	●	Draft Scope of Works and specifications, works pending on completion of Airport Landside Infrastructure project. Works will not commence until tenant has vacated the hangar.												
Airport - Kiosk Fit-out	15,000	0	●	Project not going ahead, request for budget variation adopted at September OCM to reallocate \$25,000 of this budget to Aerodrome Consultant Fees.												
Airport - Landside Infrastructure	48,750	36,364	●	SOA taken possession of two hangars. Hangars were purchase 'as is' and require rubbish removal and clean up. Existing tenant in one hangar has been given a extension to Jan 2020 to vacate due to health issues.												
Airport - Multi-use Manual Handling / Lifting Machine	150,000	0	●	Investigating different product options.												
Airport - Remediation Works for Wind Direction Indicator and Precision approach Indicator	250,000	22,530	●	RFQ for Civil Engineering services currently advertised closes 11th November 2019												
Airport - Runway Enrichment Seal	200,000	0	●	Physical works on hold till April 2020 to coincide with proposed new changes (including design standards) and release of airport regulation - MOS 139; if designing/renewing to new standards significant saving can be made. Reviewing and amending existing scopes and documentation to reflect new standards.												
Airport - Scour Protection for top of Batters	1,475,613	17,754	●	RFQ for Civil Engineering services currently been advertised closed 11th November 2019. Contract being prepared by Procurement.												
Airport - Solar Farm 150KW - Expansion	320,000	242,989	●	Contract negotiations finalised. Commenced design process and building permits. It has been identified the panels cannot be installed on the roof of terminal due to engineering constraints. Currently investigating alternative locations for ground mount set-up.												
Airport - Taxiway Delta Reseal	260,000	1,964	●	RFT scope and specification completed - temporary on hold to attempt to combine with other sealing programs at the Airport. Physical works on hold till April 2020 to coincide with proposed new changes (including design standards) and release of airport regulation - MOS 139; if designing/renewing to new standards significant saving can be made.												
Airport - Taxiway Renewal for Bravo & Charlie	1,488,306	19,920	●	RFT specifications to be reviewed and amended to suit new changes to Airport regulations and requirements. Potential of significant financial savings. Physical works on hold until April 2020 to coincide with proposed new changes (including design standards) and release of Airport Regulation - MOS 139. If designing/renewing to new standards significant saving can be made. Reviewing and amending existing scopes and documentation to reflect new standards.												
Airport- Runway Line Marking	20,000	0	●	Physical works on hold till April 2020 to coincide with proposed new changes (including design standards) and release of airport regulation - MOS 139; if designing/renewing to new standards significant saving can be made. Reviewing and amending existing scopes and documentation to reflect new standards.												
AO Plotter - New	6,295	0	●	Investigating different product options.												
Back Beach Road - New Footpath	115,000	0	●	SOW being drafted - reviewed with proposed Bike Plan. Also part of the footpath program and going to March OMC.												
Cattle Grids - Install New	67,000	0	●	RFQ to be completed on 3 cattle grids on Twitchen Road.												

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Project Planning Stages

■	Planning Stage
■	Both
■	Implementation Stage
■	At Reporting Date

Project Title	Current Budget	YTD Actual PLUS PO Balance	Code	Comments	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Depot - Install New Boom Gates	70,000	0	●	Reallocation required - see Wongani. Re-allocated to raised plateau speed hump Central Rd Tom Price.												
Depot - Install New Shade Structure	140,000	0	●	RFQ now going to public as first round did not find a successful submission.												
Depot - New Crib Room	200,000	191,496	●	Contract awarded and project underway.												
Depot - Refurbishment	454,723	368,723	●	Progressing into final designs and site specifications – Site survey required. Contractor engaged. Delivered and onsite.												
Doradeen Rd / West Rd - Upgrade Culverts	650,000	0	●	Awaiting response from MRWA with regards to the particular culvert on Doradeen. Removed at Budget Review.												
Drainage Program - Renewal 2019/20	500,000	290,973	●	Project to work on Onslow Detention Basins. RFT awarded and on track for completion by year end.												
Emergency Response Trailers for Rural Roads - Install New	50,000	0	●	Director investigating various options re: employee roles with waste fires.												
Footpath Program - New (19/20)	140,000	0	●	Awaiting finalised Bike Plan - Propose footpaths report to Council by January - RFT for March 2020 OCM.												
Footpath Program - Renewal (19/20)	225,000	48,555	●	Awaiting finalised Bike Plan. RFT for March 2020 OCM.												
Foreshore Protection - Upgrade Sand and Groyne plus Seawall Extension	0	0	●	Project deferred - provision re-allocated.												
General Signage Renewal (Shire Wide)	15,000	0	●	RFQ currently underway.												
Installation of Electronic Variable Message Signs - Ashburton Downs Road	23,089	0	●	Signs have been acquired - awaiting quotes for installation.												
Irrigation Program	250,000	104,406	●	RFT to be awarded at March OMC.												
Kerb and Gutter Program - Renewal	220,000	0	●	Contract awarded and SOW being put together. April / May works to begin across all townsites.												
Mine Road, Tom Price - Renewal	400,689	0	●	RFT to be finalised - MRWA Funding Approved. Waiting on MRWA for the safety barriers and RTIO for the future funding of the project. This is Blackspot funded program.												
New Tourism Signage - Entry Statement to the National Parks	50,000	0	●	RFQ to be completed. Likely to be a carry over.												
Ocean View Caravan Park - Renewal of Footpath	56,556	0	●	Scope of Works being drafted - reviewed with proposed Bike Plan. As above.												
Operations Building - Install New (Paraburdoo)	185,000	0	●	Contract awarded and work due to begin in April.												
Operations Building - Install New (Tom Price)	185,000	0	●	Contract awarded and work due to begin in April.												
Peedamulla Road- NTC contract	107,508	107,508	●	Completed.												
Pilbara Regional Waste Management Facility (PRWMF) Class IV - Main Works	10,619,479	1,481,920	●	Council adopted recommendations for RFT 07.19 at October 2019 OCM at 22/10/19. Mainworks have yet to commence. Pre-construction however is completed by NTC.												
Pilbara Regional Waste Management Facility (PRWMF) Class IV - Pre-construction	529,521	695,329	●	Geotechnical Testing Site Instruction: Evaluation of site won material - 2 trial pit excavations for Soil indexing, compaction rates and, California Bearing Ratio. The variation relates to the roadworks.												
Plant Replacement Program	1,400,000	348,542	●	Annual plant replacement program progressing.												
Road Renewals - Pannawonica Millstream Rd (RRG 18/19 Funding)	407,072	373,063	●	Contracts awarded and work has commenced.												
Road Renewals - RRG - Ashburton Downs Meekatharra Rd (RRG 18/19 funding)	679,784	759,311	●	Part of RFT 21.19 and contract awarded - work due to begin in March. Overspend is consolidated by group funding.												
Road Renewals - RRG - Pannawonica Millstream Rd (RRG 16/17/18 balance Funding)	1,218,140	1,157,730	●	As per above with other Panna contracts awarded - due to commence after completion of culvert works in April.												
Rural Sealed Roads 2019-20 Program - Renewal	520,000	0	●	This years budget to be moved to reserves at EOFY for future years expenditure under the 15 year program. Carry over												

**SHIRE OF ASHBURTON
2019/20 CAPITAL EXPENDITURE PROGRAM
As at 29 February 2020**

Part or wholly funded by RTIO.

Project Progress	
●	Complete - 4.00
●	On Track - 3.00
●	Off Track - 2.00
●	Removed / In Trouble - 1.00

Project Planning Stages

■	Planning Stage
■	Both
■	Implementation Stage
■	At Reporting Date

Project Title	Current Budget	YTD Actual PLUS PO Balance	Code	Comments	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Rural Unsealed Road Program (RRG 19/20 -R2R 19/20, Direct Grants 19/20, FAGS 19/20 Funding)	3,566,205	3,173,870	●	RFT 21.19 - Twitchen, Towera Linden and Ashburton Downs Roads. Work will commence in March.												
Safety Barriers Renewal Program	53,000	0	●	To be included in Mine Road Blackspot RFT. Safety Barrier requirements are being determined with consultation with MRWA.												
Sieve Buckets - Install New (East)	30,000	0	●	Investigating different product options.												
Sieve Buckets - Install New (West)	30,000	0	●	Investigating different product options.												
Significant Road Signs - Renewal	15,000	0	●	RFQ currently underway.												
Tip Closure at Landfill Site - Renewal	50,000	0	●	Project at planning stage. Discussions with WaterCorp for further use of treated water. Recycled water option being looked at for Onslow Ring Road Irrigation.												
Tourism Sign - Signage Installation on NWC Hwy (before Onslow T/off)	70,000	0	●	MRWA to undertake the works and will invoice the Shire in April.												
Twitchen Road Sealing	198,000	0	●	The budget for this is being included in the Rural Unsealed Roads Renewal Program. RFT 21.19.												
Urban Roads Program - Renewal	1,134,000	0	●	Contract awarded with works due to commence in Paraburdoo - various roads including Ashburton Ave etc. Start in April.												
Waterway Structures - Major	13,000	0	●	Budget to be transferred to reserves and expensed in future years of the 15 year renewals program.												
Waterway Structures - Minor	200,000	0	●	RFT for Bauhima Street planned for Q4.												
Works Program Floodway Stabilisation - Renewal	498,000	0	●	To be re-allocated - the floodway stabilisation program is currently under review for 19/20.												
TOTAL INFRASTRUCTURE COSTS	29,892,030	9,436,573														
TOTAL CAPITAL PROJECTS COSTS 2019/20	60,123,654	13,337,265														

**SHIRE OF ASHBURTON
19/20 BUDGET AMENDMENTS REGISTER
AS AT 31 JANUARY 2020**

Date of Council Meeting	Minute #	GL/Job Number	General Ledger Description	Original Budget	Variation Increase (Decrease)	Revised Budget Figure	Net Current Assets
			19/20 Budget Surplus				(1,500,000)
13/08/2019	619/2019	040025	Novated Lease Income	0	(40,000)	(40,000)	(1,540,000)
		040026	Novated Lease Expense	0	40,000	40,000	(1,500,000)
		RU202	Pannawonica Millstream Road	720,033	(350,000)	370,033	(1,500,000)
		RU204	Roebourne - Wittenoom Road	0	350,000	350,000	(1,150,000)
		130037	Consultants Project Costs (Economic Development)	151,500	(20,000)	131,500	(1,520,000)
		130031	Consultants - Land & Asset Compliance	0	20,000	20,000	(1,500,000)
18/09/2019	636/2019	120002	Aerodrome Consultant Fees	30,000	25,000	55,000	(1,475,000)
		19089	Kiosk Fit Out	40,000	(25,000)	15,000	(1,500,000)
		BN391	Paraburdoo Chub Cricket - Net Renewal	80,000	25,000	105,000	(1,475,000)
		W290	Paraburdoo Parks and Reserves	186,994	(25,000)	161,994	(1,500,000)
		100079	Building Asbestos Containing Materials Audit	0	50,000	50,000	(1,450,000)
		041093	Consultant / Project Costs	296,945	(50,000)	246,945	(1,500,000)
		WTO16	Miscellaneous Opportunities	18,000	8,000	26,000	(1,492,000)
		WTO2	School Holiday Programs	20,000	(8,000)	12,000	(1,500,000)
18/09/2019	643/2019	113280	Capital Income (Loan)	(726,000)	(80,000)	(806,000)	(1,580,000)
		AP2009	Paraburdoo Softball Diamond (New Softball Field)	450,000	80,000	530,000	(1,500,000)
22/10/2019	673/2019	041093	Consultant/Project Costs	246,945	(20,000)	226,945	(1,520,000)
		041095	Service Fee - Accomodation	2,122	20,000	22,122	(1,500,000)
		17030	Onslow MPC (Emergency Evacuation Centre Upgrade)	80,000	(80,000)	0	(1,580,000)
		AP2009	Paraburdoo Softball Diamond (New Softball Field)	530,000	80,000	610,000	(1,500,000)
		19025	Tom Price ICT Softwared - Training and Safety Management System	55,371	(55,371)	0	(1,555,371)
		AP2001	Paraburdoo Score Board	10,000	(10,000)	0	(1,565,371)
		O335	Vic Hayton Memorial Pool	140,701	(17,000)	123,701	(1,582,371)
		O345	Paraburdoo Memorial Pool	86,522	(17,629)	68,893	(1,600,000)
		100079	Building Asbestos Containing Materials Audit	50,000	100,000	150,000	(1,500,000)
19/11/2019	698/2019	B375	Karingal Neighbourhood Centre	57,000	(5,615)	51,385	(1,505,615)
		AB2016	Karingal Neighbourhood Centre Bin Surrounds	0	5,615	5,615	(1,500,000)
		B236	Paraburdoo Hub Maintenance	35,000	(5,615)	29,385	(1,505,615)
		113236/BN392	Paraburdoo Hub Bin	0	5,615	5,615	(1,500,000)
		113077	Paraburdoo Pool - Minor Assets	35,000	(11,289)	23,711	(1,511,289)
		113236/BN393	Paraburdoo Pool Bin Surrounds	0	11,289	11,289	(1,500,000)
		042103	Organisational Change	137,700	(15,000)	122,700	(1,515,000)
		TA001	Remote Staff Travel	5,000	15,000	20,000	(1,500,000)
		C501	Tom Price Town Centre Revitalisation	128,000	(8,000)	120,000	(1,508,000)
		AP2010	Peter Sutherland Oval New Bollards	10,000	8,000	18,000	(1,500,000)
		O393	Paraburdoo Child Care Centre - Utilities	31,187	(9,089)	22,098	(1,509,089)
		AB2017	Sullage Pumps - Paraburdoo Child Care Centre	0	9,089	9,089	(1,500,000)
17/12/2019	694/2019	135097	Works/Ocean	56,180	(15,275)	40,905	(1,515,275)

Date of Council Meeting	Minute #	GL/Job Number	General Ledger Description	Original Budget	Variation Increase (Decrease)	Revised Budget Figure	Net Current Assets
		041093	Consultant/Project Cost	226,945	(15,000)	211,945	(1,530,275)
		092271	Projects to be Identified	25,000	30,275	55,275	(1,500,000)
		114507	Program Expenses	3,785	(1,000)	2,785	(1,501,000)
		114467	Minor Assets	2,040	1,000	3,040	(1,500,000)
		113727	Program Expenses	2,650	(1,000)	1,650	(1,501,000)
		113687	Minor Assets	2,040	1,000	3,040	(1,500,000)
		111502	Program Expenses	5,750	(1,000)	4,750	(1,501,000)
		115422	Minor Assets	2,040	1,000	3,040	(1,500,000)
		114117	Program Expenses	4,550	(1,000)	3,550	(1,501,000)
		114077	Minor Assets	2,040	1,000	3,040	(1,500,000)
		102385	Transfer from Reserve	-596,794	(220,000)	-816,794	(1,720,000)
		124470/20010	Drainage Renewals 19/20 - Tom Price & Paraburdoo	0	220,000	220,000	(1,500,000)
		AB2011	Tom Price Community Hall - Renewal of Air Conditioners	35,000	(5,000)	30,000	(1,505,000)
		AB2008	Paraburdoo Ashburton Hall - Install New Air Conditioners	100,000	5,000	105,000	(1,500,000)
704/2019		EVI82	Contributions Western (Partnerships) Chevron	0	(200,000)	-200,000	(1,700,000)
		113144	WTO 2020 - Community Showcase (Onslow on Show)	0	20,000	20,000	(1,680,000)
		113145	WTO 2020 - School Holiday Programs	0	25,000	25,000	(1,655,000)
		113146	WTO 2020 - Community Events	0	107,000	107,000	(1,548,000)
		113147	WTO 2020 - Onslow Keepers	0	12,000	12,000	(1,536,000)
		113148	WTO 2020 - Cultural Community Development	0	19,500	19,500	(1,516,500)
		113149	WTO 2020 - Miscellaneous Activities	0	16,500	16,500	(1,500,000)
		113640	Transfer from Reserve	-105,000	(20,000)	-125,000	(1,520,000)
		111290	Contributions Income Parks	-131,340	20,000	-111,340	(1,500,000)
705/2019		080301/18069	Tom Price Child Care - Design, Consultancy & Construction	5,100,000	1,650,000	6,750,000	150,000
		134850	Transfer from Reserve	-660,000	(962,180)	-1,622,180	(812,180)
		100102/DA000	Disability Access to SOA Buildings	250,000	(250,000)	0	(1,062,180)
		080298/CI020	RTIO Funding - Tom Price Child Care	-3,000,000	(1,000,000)	-4,000,000	(2,062,180)
		AP2006	Foreshore Protection - Upgrade Sand & Groyne Plus Seawall Extension	400,000	(400,000)	0	(2,462,180)
		041093	Consultant/Project Cost	211,945	(16,762)	195,183	(2,478,942)
		080510	Transfer from Reserve	0	(887,820)	-887,820	(3,366,762)

Shire of Ashburton

**CEO's Delegated Payment List - Regulation 13(1) Local
Government (Financial Management) Regulation 1996**

List of Payments - Payment Detail for Month of January 2020

Pursuant to the regulation:

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

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

Description	Amount
<u>Municipal Fund</u>	
EFT	\$ 2,045,548.26
Superannuation / Payroll (DD)	\$ 181,602.30
Cheque	\$ -
Credit Cards	\$ 8,216.06
Bank Fees and Charges	\$ 1,465.18
Grand Total	\$ 2,236,831.80

LIST OF PAYMENTS FOR JANUARY 2020

Reference Number	Date	Name	Description	Invoice Amount	Payment Amount
Municipal Payments					
EFT50477	13/01/2020	A + M MEDICAL SERVICES	Payment		1336.45
00006739	11/12/2019	A + M MEDICAL SERVICES	Annual service of medical oxygen regulators and defibrilators Onslow Pool, Onslow Gym, Paraburdoo Pool and Tom Price	1336.45	
		A + M MEDICAL SERVICES		1336.45	1336.45
EFT50478	13/01/2020	ABCO PRODUCTS	Payment		2269.77
480375	10/12/2019	ABCO PRODUCTS	Cleaning products and consumables for 16x facilities Tom Price	2269.77	
		ABCO PRODUCTS		2269.77	2269.77
EFT50479	13/01/2020	ACACIA CONNECTION PTY LTD	Payment		927.30
INVOICE15268	17/12/2019	ACACIA CONNECTION PTY LTD	Employee Assistance Program December 2019	586.30	
INVOICE15412	31/12/2019	ACACIA CONNECTION PTY LTD	Employee Assistance Program Christmas 2019	341.00	
		ACACIA CONNECTION PTY LTD		927.30	927.30
EFT50480	13/01/2020	ADVANCE PRESS	Payment		418.00
140746	16/12/2019	ADVANCE PRESS	Create art from content supplied SOA Pannawonica Transit Park Sign	88.00	
140857	18/12/2019	ADVANCE PRESS	Create art and print 500x DL Envelopes SOA Pannawonica Transit Park	330.00	
		ADVANCE PRESS		418.00	418.00
EFT50481	13/01/2020	AFGRI EQUIPMENT AUSTRALIA PTY LTD	Payment		342.41
1888683	27/11/2019	AFGRI EQUIPMENT AUSTRALIA PTY LTD	1x 500hr service kit PLD13 - 2014 John Deere 644 K Tool Carrier / Wheel loader	342.41	
		AFGRI EQUIPMENT AUSTRALIA PTY LTD		342.41	342.41
EFT50482	13/01/2020	ALCOLIZER PTY LTD	Payment		163.90
199372	16/12/2019	ALCOLIZER PTY LTD	Registration fee for 1x employee to complete online Alcolizer Certified Operator training	163.90	
		ALCOLIZER PTY LTD		163.90	163.90
EFT50483	13/01/2020	ALL INTERACTIVE DISTRIBUTION	Payment		264.51
692757	12/12/2019	ALL INTERACTIVE DISTRIBUTION	9x DVD's Paraburdoo Library	228.59	
693164	16/12/2019	ALL INTERACTIVE DISTRIBUTION	1x DVD Paraburdoo Library	35.92	
		ALL INTERACTIVE DISTRIBUTION		264.51	264.51
EFT50484	13/01/2020	AMY HARROD	Payment		250.00
PRIZE20191219	19/12/2019	AMY HARROD	People's Choice Award for Christmas Lights Pannawonica 2019	250.00	
		AMY HARROD		250.00	250.00
EFT50485	13/01/2020	ASHBURTON TYRES & AUTOMOTIVE	Payment		1529.80
31448	04/12/2019	ASHBURTON TYRES & AUTOMOTIVE	Labour and consumables to fit windscreen (supplied) PLD13 - 2014 John Deere 644 K Tool Carrier / Wheel loader	609.80	
31533	11/12/2019	ASHBURTON TYRES & AUTOMOTIVE	Supply and fit windscreen PUT136 - Toyota LC70 T/D Single cab	450.00	
31517	31/12/2019	ASHBURTON TYRES & AUTOMOTIVE	Labour to strip and fit tyre PUT80 - 2013 Toyota Hilux 4x2	55.00	
31777	31/12/2019	ASHBURTON TYRES & AUTOMOTIVE	Supply and fit battery PRM18 - Kubota F3690 4x4 Ride on Mower	415.00	
		ASHBURTON TYRES & AUTOMOTIVE		1529.80	1529.80
EFT50486	13/01/2020	ASK WASTE MANAGEMENT	Payment		6600.00
569	13/12/2019	ASK WASTE MANAGEMENT	Operational life projection, asbestos strategy report & production of draft report Paraburdoo Tom Price Waste	6600.00	
		ASK WASTE MANAGEMENT		6600.00	6600.00
EFT50487	13/01/2020	AUSTRALIA POST	Payment		644.43
1009116649	03/12/2019	AUSTRALIA POST	Postal Charges period ending 30/11/2019	644.43	
		AUSTRALIA POST		644.43	644.43
EFT50488	13/01/2020	AUSTRALIAN COMMUNICATIONS & MEDIA	Payment		45.00
501881692	10/12/2019	AUSTRALIAN COMMUNICATIONS & MEDIA	Licence #1981665/1 Aeronautical Assigned System 19/01/2020 - 18/01/2021 Onslow Airport	45.00	
		AUSTRALIAN COMMUNICATIONS & MEDIA		45.00	45.00
EFT50489	13/01/2020	AUTOPRO TOM PRICE (EVERGROUP T/A)	Payment		289.35
00038434	17/12/2019	AUTOPRO TOM PRICE (EVERGROUP T/A)	1x air vent phone holder PSW81 - 2017 Toyota Fortuner GX	80.00	
00038469	19/12/2019	AUTOPRO TOM PRICE (EVERGROUP T/A)	3x sunshades PTR21 - 2010 Hino 816 Series	27.97	
00038542	21/12/2019	AUTOPRO TOM PRICE (EVERGROUP T/A)	2x sunshades PTR19 - 2010 Hino Series 300 815 Dump Tip Truck	15.18	
00038530	21/12/2019	AUTOPRO TOM PRICE (EVERGROUP T/A)	2x funnels PLC01 - 2013 Bomag BC572RB-2 Landfill Compactor	18.95	
00038535	21/12/2019	AUTOPRO TOM PRICE (EVERGROUP T/A)	1x 20L cleaning gel, 1x bag of rags PTR28 - 2015 Hino 500 Series 2630 Rear loading Refuse Truck	147.25	
		AUTOPRO TOM PRICE (EVERGROUP T/A)		289.35	289.35
EFT50490	13/01/2020	BENNCO GROUP	Payment		18705.17
BGINV0005304	17/12/2019	BENNCO GROUP	Labour, freight and materials to replace lock and latch to alfresco door Tom Price Administration	1107.70	
BGINV0005306	17/12/2019	BENNCO GROUP	Labour and materials to modify water supply PAC07 - Acero Grader Accommodation / Service Trailer	1155.22	
BGINV0005305	17/12/2019	BENNCO GROUP	Supply and install shade sail structure Tom Price Administration Building	16442.25	
		BENNCO GROUP		18705.17	18705.17

LIST OF PAYMENTS FOR JANUARY 2020

Reference Number	Date	Name	Description	Invoice Amount	Payment Amount
EFT50491	13/01/2020	BJK PUBLISHING & PHOTOGRAPHY	Payment		213.00
00003112	30/11/2019	BJK PUBLISHING & PHOTOGRAPHY	300x postcards for sale at TPVC	213.00	
		BJK PUBLISHING & PHOTOGRAPHY		213.00	213.00
EFT50492	13/01/2020	BLACKWOODS PTY LTD	Payment		3081.07
ON8156UO	04/11/2019	BLACKWOODS PTY LTD	1x pair safety boots and 1x work shirt Onslow Cleaning Staff	194.95	
ON4249UP	06/11/2019	BLACKWOODS PTY LTD	Refer credit note 217313	157.34	
217313	06/11/2019	BLACKWOODS PTY LTD	Credit invoice ON4249UP in full	-157.34	
ON8366UP	07/11/2019	BLACKWOODS PTY LTD	4x rolls garbage bags, 6x cartons toilet paper, 6x cartons hand towel OVPC	961.87	
217710	13/11/2019	BLACKWOODS PTY LTD	Partial credit invoice PE8433UH	-150.71	
217714	13/11/2019	BLACKWOODS PTY LTD	Credit invoice PE8430UI in full	-403.21	
PE3607UT	22/11/2019	BLACKWOODS PTY LTD	9x packs Sqwincher Qwik Stiks, 4x pairs trousers, 2x pairs safety boots Tom Price Depot	758.03	
ON5681UU	26/11/2019	BLACKWOODS PTY LTD	1x pair safety boots Tom Price Depot	140.98	
ON2593UX	06/12/2019	BLACKWOODS PTY LTD	2x danger signs Onslow Airport	68.82	
ON4168UY	11/12/2019	BLACKWOODS PTY LTD	1x pair safety boots Employee #1659	140.98	
ON6971UY	12/12/2019	BLACKWOODS PTY LTD	Long reach pole trimmer, battery, charger and maintenance sprays Onslow Pool	1195.86	
ON0363UZ	13/12/2019	BLACKWOODS PTY LTD	12x pairs safety specs, 4x sets coveralls, 6x pairs nitrile lined gloves Onslow Waste Site	173.50	
		BLACKWOODS PTY LTD		3081.07	3081.07
EFT50493	13/01/2020	BS BUILDING MAINTENANCE	Payment		396.00
1190	20/12/2019	BS BUILDING MAINTENANCE	Supply and install concrete step to back door 193 Capricorn Ave Paraburdoo	396.00	
		BS BUILDING MAINTENANCE		396.00	396.00
EFT50494	13/01/2020	BUNNINGS GROUP LIMITED	Payment		437.00
2180/99818066	13/12/2019	BUNNINGS GROUP LIMITED	4x shower caddies, 4x soap dishes, 4x towel rails 193 Capricorn Ave Paraburdoo	437.00	
		BUNNINGS GROUP LIMITED		437.00	437.00
EFT50495	13/01/2020	BYBLOS CONSTRUCTIONS-TOM PRICE	Payment		13052.60
SI23910	11/12/2019	BYBLOS CONSTRUCTIONS-TOM PRICE	Labour and materials to secure basketball shed after vandalism Tom Price	1210.00	
SI23920	11/12/2019	BYBLOS CONSTRUCTIONS-TOM PRICE	Labour to program and install relay switched for procal system Tom Price Pool	605.00	
SI23945	11/12/2019	BYBLOS CONSTRUCTIONS-TOM PRICE	Labour and materials to repair drinking fountain Civic Centre Area W Tom Price	786.50	
SI23960	11/12/2019	BYBLOS CONSTRUCTIONS-TOM PRICE	Supply and install shower screen 17 Lilac St Tom Price	1237.50	
SI23911	11/12/2019	BYBLOS CONSTRUCTIONS-TOM PRICE	Labour and materials to repair HWU 27 Willow Rd Tom Price	121.00	
SI23912	11/12/2019	BYBLOS CONSTRUCTIONS-TOM PRICE	Labour and materials for reticulation repairs near NTPS playground Tom Price Area W Oval	2700.50	
SI23913	11/12/2019	BYBLOS CONSTRUCTIONS-TOM PRICE	Supply and install cistern to amenities Civic Centre Area W Tom Price	1490.50	
SI23915	11/12/2019	BYBLOS CONSTRUCTIONS-TOM PRICE	Labour and materials to replace potable water fill tap Diamond Club Tjilina No 2 Oval Willow Rd Tom Price	324.50	
SI23916	11/12/2019	BYBLOS CONSTRUCTIONS-TOM PRICE	VGS periodic maintenance November 2019 Tom Price Depot Wash Pad	819.50	
SI23917	11/12/2019	BYBLOS CONSTRUCTIONS-TOM PRICE	Supply and install washdown hose reel, addition of extra hose and disposal of old Tom Price Pool	2432.10	
SI23918	11/12/2019	BYBLOS CONSTRUCTIONS-TOM PRICE	Investigate cause of RCD tripping 1152 Tarwonga Cr Tom Price	264.00	
SI23919	11/12/2019	BYBLOS CONSTRUCTIONS-TOM PRICE	Labour and materials to repair coin operated shower Nameless Valley Truck Bay	1061.50	
		BYBLOS CONSTRUCTIONS-TOM PRICE		13052.60	13052.60
EFT50496	13/01/2020	CANBERRA RUBBER STAMPS & SIGNS	Payment		54.80
19120377	16/12/2019	CANBERRA RUBBER STAMPS & SIGNS	1x self inking stamp including postage Onslow Airport	54.80	
		CANBERRA RUBBER STAMPS & SIGNS		54.80	54.80
EFT50497	13/01/2020	CENTURION TRANSPORT CO PTY LTD	Payment		1752.59
SI0236818	27/10/2019	CENTURION TRANSPORT CO PTY LTD	Freight charges Austral Pool to Tom Price (Perth to Tom Price leg)	763.27	
SI0238326	03/11/2019	CENTURION TRANSPORT CO PTY LTD	Freight charges Austral Pool to Tom Price (Sydney to Perth leg)	222.70	
SI0248214	15/12/2019	CENTURION TRANSPORT CO PTY LTD	Freight charges Sigma Chemicals Perth to Paraburdoo Pool	327.76	
SI0250281	29/12/2019	CENTURION TRANSPORT CO PTY LTD	Freight charges Blackwoods Newman and Abco Perth to Paraburdoo	265.77	
SI0250282	29/12/2019	CENTURION TRANSPORT CO PTY LTD	Freight charges Abco Perth to Tom Price	173.09	
		CENTURION TRANSPORT CO PTY LTD		1752.59	1752.59
EFT50498	13/01/2020	CHEFMASTER AUSTRALIA	Payment		5283.90
00037263	12/11/2019	CHEFMASTER AUSTRALIA	2x 10kg bin pellets, 30x cartons 240L heavy duty bin liners for public litter bins Tom Price	5283.90	
		CHEFMASTER AUSTRALIA		5283.90	5283.90
EFT50499	13/01/2020	CHILD SUPPORT AGENCY	Payment		984.98
DEDUCTION	22/12/2019	CHILD SUPPORT AGENCY	Payroll deductions	492.49	
DEDUCTION	05/01/2020	CHILD SUPPORT AGENCY	Payroll deductions	492.49	
		CHILD SUPPORT AGENCY		984.98	984.98

LIST OF PAYMENTS FOR JANUARY 2020

Reference Number	Date	Name	Description	Invoice Amount	Payment Amount
EFT50500	13/01/2020	CLEVERPATCH PTY LTD	Payment		909.78
354008	29/11/2019	CLEVERPATCH PTY LTD	100x Christmas cards Pannawonica Christmas Carols	97.85	
355054	06/12/2019	CLEVERPATCH PTY LTD	Craft items January School Holiday Programs	811.93	
		CLEVERPATCH PTY LTD		909.78	909.78
EFT50501	13/01/2020	COCA-COLA AMATIL (AUST) PTY LTD	Payment		815.44
221037452	09/10/2019	COCA-COLA AMATIL (AUST) PTY LTD	2x cartons coke for sale at kiosk Tom Price Pool	136.40	
221501913	12/12/2019	COCA-COLA AMATIL (AUST) PTY LTD	Softdrink, flavoured milk and water for sale at kiosk Onslow Pool	488.85	
221566735	18/12/2019	COCA-COLA AMATIL (AUST) PTY LTD	Softdrinks, juice and water for sale at kiosk Tom Price Pool	190.19	
		COCA-COLA AMATIL (AUST) PTY LTD		815.44	815.44
EFT50502	13/01/2020	DICE SOLUTIONS	Payment		5563.51
13782	05/12/2019	DICE SOLUTIONS	Labour and materials to repair electrical issue to auto arrival doors Onslow Airport	152.90	
13811	17/12/2019	DICE SOLUTIONS	Labour and materials to replace faulty GPO Onslow Airport	227.21	
13826	18/12/2019	DICE SOLUTIONS	Supply and install new Toshiba compressor for multisplit aircons Onslow Airport Terminal	4493.01	
13821	18/12/2019	DICE SOLUTIONS	Labour and materials to inspect 2x aircon split systems, repair 1x only as other unrepairable 335 First Ave Onslow	690.39	
		DICE SOLUTIONS		5563.51	5563.51
EFT50503	13/01/2020	DINGO DE CONSTRUCTION	Payment		250.00
10032898	18/12/2019	DINGO DE CONSTRUCTION	Fill tyres with concrete for posts Paraburdoo Waste Site	250.00	
		DINGO DE CONSTRUCTION		250.00	250.00
EFT50504	13/01/2020	DIRECT TRADES SUPPLY PTY LTD	Payment		699.00
359104	09/12/2019	DIRECT TRADES SUPPLY PTY LTD	1x electric grease gun Tom Price Depot	699.00	
		DIRECT TRADES SUPPLY PTY LTD		699.00	699.00
EFT50505	13/01/2020	DISTINCTLY TRAVEL MANAGEMENT PTY LTD	Payment		2200.00
INV-0351	19/11/2019	DISTINCTLY TRAVEL MANAGEMENT PTY LTD	Rezdy Tourism Product and Packaging Workshop TPVC - deposit	2200.00	
		DISTINCTLY TRAVEL MANAGEMENT PTY LTD		2200.00	2200.00
EFT50506	13/01/2020	DOUG DIVER	Payment		8988.34
CRFEE20200102	02/01/2020	DOUG DIVER	Councillor attendance plus Communication Fee Q2 October - December 2019	8988.34	
		DOUG DIVER		8988.34	8988.34
EFT50507	13/01/2020	DOUGHLAS DIAS	Payment		5932.50
CRFEE20200102	02/01/2020	DOUGHLAS DIAS	Councillor attendance plus Communication Fee Q2 October - December 2019	5932.50	
		DOUGHLAS DIAS		5932.50	5932.50
EFT50508	13/01/2020	E.LAW INTERNATIONAL	Payment		2447.72
00097264	17/12/2019	E.LAW INTERNATIONAL	Wittenoom Discovery Documents December 2019	2447.72	
		E.LAW INTERNATIONAL		2447.72	2447.72
EFT50509	13/01/2020	ELMO LEARNING SERVICES PTY LTD	Payment		45100.00
INEAU003206	29/11/2019	ELMO LEARNING SERVICES PTY LTD	Annual licencing fees for ELMO 18/01/2020 - 17/01/2021	45100.00	
		ELMO LEARNING SERVICES PTY LTD		45100.00	45100.00
EFT50510	13/01/2020	EVENTPOWER EQUIPMENT PTY LTD	Payment		632.50
SO-2620BUR002	08/11/2019	EVENTPOWER EQUIPMENT PTY LTD	90x dimmable LED globes, 4x 6x outlet powerboards and freight Community Services Pannawonica	632.50	
		EVENTPOWER EQUIPMENT PTY LTD		632.50	632.50
EFT50511	13/01/2020	EVERYWHERE PTY LTD	Payment		3297.80
INV-0020	12/12/2019	EVERYWHERE PTY LTD	Annual subscription to Everywhere mobile app for Old Onslow self guided tour	3297.80	
		EVERYWHERE PTY LTD		3297.80	3297.80
EFT50512	13/01/2020	GA & JC WHITMORE	Payment		2383.33
NO11	01/11/2019	GA & JC WHITMORE	Rent 5 Forrest Ct Onslow 27/12/2019 - 26/01/2020	2383.33	
		GA & JC WHITMORE		2383.33	2383.33
EFT50513	13/01/2020	GHD PTY LTD	Payment		8338.00
112-0019068	18/12/2019	GHD PTY LTD	Quarterly cap, cowl and surface water inspection Onslow Closed Landfill Monitoring Works (final)	8338.00	
		GHD PTY LTD		8338.00	8338.00
EFT50514	13/01/2020	HQ MANAGEMENT	Payment		396.00
1918-04	02/12/2019	HQ MANAGEMENT	Payment #4 - project consultancy to prepare and assist in assessing 2x RFQ submissions	396.00	
		HQ MANAGEMENT		396.00	396.00

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Reference Number	Date	Name	Description	Invoice Amount	Payment Amount
EFT50515	13/01/2020	JAMES BENNETT PTY LTD	Payment		433.42
4708048	16/12/2019	JAMES BENNETT PTY LTD	8x books Pannawonica Library	173.48	
4708050	16/12/2019	JAMES BENNETT PTY LTD	3x books Pannawonica Library	75.57	
4708049	16/12/2019	JAMES BENNETT PTY LTD	9x books Paraburdoo Library	165.47	
4708051	16/12/2019	JAMES BENNETT PTY LTD	1x book Paraburdoo Library	18.90	
		JAMES BENNETT PTY LTD		433.42	433.42
EFT50516	13/01/2020	JAMIE RICHARDSON	Payment		4578.48
CRFEE20200102	02/01/2020	JAMIE RICHARDSON	Councillor attendance plus Communication Fee Q2 October - December 2019	4578.48	
		JAMIE RICHARDSON		4578.48	4578.48
EFT50517	13/01/2020	JASON SIGNMAKERS	Payment		116.60
203827	06/12/2019	JASON SIGNMAKERS	4x caution signs Paraburdoo Depot	116.60	
		JASON SIGNMAKERS		116.60	116.60
EFT50518	13/01/2020	JR & A HERSEY PTY LTD	Payment		1125.51
00047118	02/12/2019	JR & A HERSEY PTY LTD	3x embroidered hi-vis shirts and 3x pairs cargo pants Employee #1613	293.04	
00046589	10/12/2019	JR & A HERSEY PTY LTD	5x embroidered hi-vis shirts and 1x pair safety boots Employee #1618	411.95	
00046590	10/12/2019	JR & A HERSEY PTY LTD	3x embroidered fluro polo, 6x packs of 50 Thorzt Tom Price Depot	420.52	
		JR & A HERSEY PTY LTD		1125.51	1125.51
EFT50519	13/01/2020	KC DISTRIBUTORS (AUST) PTY LTD	Payment		642.95
67042	19/12/2019	KC DISTRIBUTORS (AUST) PTY LTD	17x pairs shorts for staff Tom Price Pool	642.95	
		KC DISTRIBUTORS (AUST) PTY LTD		642.95	642.95
EFT50520	13/01/2020	KERRY WHITE	Payment		23750.75
CRFEE20200102	02/01/2020	KERRY WHITE	Councillor attendance plus Communication Fee Q2 October - December 2019	23750.75	
		KERRY WHITE		23750.75	23750.75
EFT50521	13/01/2020	KHB MOBILE MECHANICAL PTY LTD	Payment		4829.24
00018794	12/12/2019	KHB MOBILE MECHANICAL PTY LTD	Labour to repair windscreen chip and adjust handbrake PSW83 - 2017 Toyota Fortuner GXL	148.50	
00018830	16/12/2019	KHB MOBILE MECHANICAL PTY LTD	Service, inspection and repairs PTR12 - 2002 Hino Prime Mover Ranger Pro 6x4	2268.59	
00018839	17/12/2019	KHB MOBILE MECHANICAL PTY LTD	Labour and consumables to straighten out rear tail gate PTR29 - 2016 Hino 500 Series 1022 Short Dump 4.0	104.50	
00018866	30/12/2019	KHB MOBILE MECHANICAL PTY LTD	Callout, labour, parts and oil to repair hydraulic breakdown PTR25 - 2012 Isuzu FVZ1400 Rear Loading Refuse Truck	1409.06	
00018873	06/01/2020	KHB MOBILE MECHANICAL PTY LTD	Travel, labour, oil and parts to fit new quick coupling PLD12 - 2013 Komatsu WA200PZ 6 Wheel Loader	898.59	
		KHB MOBILE MECHANICAL PTY LTD		4829.24	4829.24
EFT50522	13/01/2020	LANDMARK PRODUCTS PTY LTD	Payment		38445.00
122266	20/11/2019	LANDMARK PRODUCTS PTY LTD	Supply and delivery of 1x Woodgrove table and chair setting Onslow Back Beach Shade Structure	4235.00	
122482	19/12/2019	LANDMARK PRODUCTS PTY LTD	Supply and delivery of 2x custom curved roof shelters Onslow Back Beach	34210.00	
		LANDMARK PRODUCTS PTY LTD		38445.00	38445.00
EFT50523	13/01/2020	LINTON RUMBLE	Payment		6836.34
CRFEE20200102	02/01/2020	LINTON RUMBLE	Councillor attendance plus Communication Fee Q2 October - December 2019	6836.34	
		LINTON RUMBLE		6836.34	6836.34
EFT50524	13/01/2020	LO-GO APPOINTMENTS	Payment		6546.98
00421232	17/12/2019	LO-GO APPOINTMENTS	Temporary Records Officer placement w/e 14/12/2019	3481.24	
00421271	24/12/2019	LO-GO APPOINTMENTS	Temporary Records Officer placement w/e 21/12/2019	3065.74	
		LO-GO APPOINTMENTS		6546.98	6546.98
EFT50525	13/01/2020	MARK & KELSEY SYMES	Payment		250.00
PRIZE20200103	03/01/2020	MARK & KELSEY SYMES	Judge's Choice Award for Christmas Lights Pannawonica 2019	250.00	
		MARK & KELSEY SYMES		250.00	250.00
EFT50526	13/01/2020	MATTHEW LYNCH	Payment		5932.50
CRFEE20200102	02/01/2020	MATTHEW LYNCH	Councillor attendance plus Communication Fee Q2 October - December 2019	5932.50	
		MATTHEW LYNCH		5932.50	5932.50
EFT50527	13/01/2020	MAXXIA PTY LTD	Payment		2783.13
DEDUCTION	22/12/2019	MAXXIA PTY LTD	Payroll deductions	948.78	
DEDUCTION	22/12/2019	MAXXIA PTY LTD	Payroll deductions	777.49	
DEDUCTION	05/01/2020	MAXXIA PTY LTD	Payroll deductions	672.45	
DEDUCTION	05/01/2020	MAXXIA PTY LTD	Payroll deductions	384.41	
		MAXXIA PTY LTD		2783.13	2783.13

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Reference Number	Date	Name	Description	Invoice Amount	Payment Amount
EFT50528	13/01/2020	MCPMAHON BURNETT TRANSPORT	Payment		885.89
00010921	30/11/2019	MCPMAHON BURNETT TRANSPORT	Freight charges Onslow 18/11/2019 - 25/11/2019	636.88	
00011238	15/12/2019	MCPMAHON BURNETT TRANSPORT	Freight charges Onslow 06/12/2019 - 09/12/2019	249.01	
		MCPMAHON BURNETT TRANSPORT		885.89	885.89
EFT50529	13/01/2020	MDC GLOBAL PTY LTD	Payment		1905.75
1629	13/12/2019	MDC GLOBAL PTY LTD	Consultancy on Onslow MPC Water System Upgrade - design and documentation, preliminary budget costing	1905.75	
		MDC GLOBAL PTY LTD		1905.75	1905.75
EFT50530	13/01/2020	MELANIE GALLANAGH	Payment		5932.50
CRFEE20200102	02/01/2020	MELANIE GALLANAGH	Councillor attendance plus Communication Fee Q2 October - December 2019	5932.50	
		MELANIE GALLANAGH		5932.50	5932.50
EFT50531	13/01/2020	MESSAGEMEDIA	Payment		53.90
INV00721902	31/12/2019	MESSAGEMEDIA	Monthly fee for SMS notifications Onslow Airport Building Management System 01/01/2020 - 31/01/2020	53.90	
		MESSAGEMEDIA		53.90	53.90
EFT50532	13/01/2020	MICHAEL DUNNE - MOWER MAN	Payment		300.00
500-DEC19	31/12/2019	MICHAEL DUNNE - MOWER MAN	Monthly garden maintenance Pannawonica Library December 2019	300.00	
		MICHAEL DUNNE - MOWER MAN		300.00	300.00
EFT50533	13/01/2020	NEOWEST BUILDING CO	Payment		860.20
2283	17/12/2019	NEOWEST BUILDING CO	Test, tag and install Christmas Decorations Tom Price	860.20	
		NEOWEST BUILDING CO		860.20	860.20
EFT50534	13/01/2020	NORTHSTAR ASSET T/A THE JAFFA ROOM	Payment		660.00
00010661	11/11/2019	NORTHSTAR ASSET T/A THE JAFFA ROOM	Copyright for screening of Moana 30/11/2019 Tom Price Pool	660.00	
		NORTHSTAR ASSET T/A THE JAFFA ROOM		660.00	660.00
EFT50535	13/01/2020	NORWEST REFRIGERATION SERVICES	Payment		1269.40
00033608	28/10/2019	NORWEST REFRIGERATION SERVICES	Clean split system air conditioner Tom Price Waste Site	192.50	
00033911	18/12/2019	NORWEST REFRIGERATION SERVICES	Labour and materials to replace faulty motor in kiosk aircon Tom Price Pool	663.30	
00033905	20/12/2019	NORWEST REFRIGERATION SERVICES	Labour and materials to repair lounge aircon 90 Pilbara Ave Paraburdoo	413.60	
		NORWEST REFRIGERATION SERVICES		1269.40	1269.40
EFT50536	13/01/2020	OBJECTIVE CORPORATION LIMITED	Payment		7529.60
INV:AU010913	20/12/2019	OBJECTIVE CORPORATION LIMITED	Annual Trapeze Professional subscription 06/01/2020 - 05/01/2021	7529.60	
		OBJECTIVE CORPORATION LIMITED		7529.60	7529.60
EFT50537	13/01/2020	OFFICE NATIONAL PERTH	Payment		359.00
701686	13/12/2019	OFFICE NATIONAL PERTH	1x binding machine Onslow Airport	359.00	
		OFFICE NATIONAL PERTH		359.00	359.00
EFT50538	13/01/2020	ONSLow BEACH RESORT	Payment		2145.50
15109	14/12/2019	ONSLow BEACH RESORT	Food and beverages for Onslow Staff Christmas party 13/12/2019	2145.50	
		ONSLow BEACH RESORT		2145.50	2145.50
EFT50539	13/01/2020	ONSLow FREIGHT AND LOGISTICS	Payment		150.00
00000372	24/12/2019	ONSLow FREIGHT AND LOGISTICS	Package fragile broken headstone into crate for transport from Onslow to Perth by Toll	150.00	
		ONSLow FREIGHT AND LOGISTICS		150.00	150.00
EFT50540	13/01/2020	P SHADLER CONTRACTING PTY LTD	Payment		3314.00
00000277	17/12/2019	P SHADLER CONTRACTING PTY LTD	Removal and disposal of 159x tyres from Onslow Waste Transfer Station	3314.00	
		P SHADLER CONTRACTING PTY LTD		3314.00	3314.00
EFT50541	13/01/2020	PANNAWONICA CENTRAL HEALTHCARE	Payment		33.00
49309JU	06/01/2020	PANNAWONICA CENTRAL HEALTHCARE	Supply influenza vaccination 20/06/2019 (Pannawonica - Health and Wellbeing Program May/ June)	33.00	
		PANNAWONICA CENTRAL HEALTHCARE		33.00	33.00
EFT50542	13/01/2020	PARABURDOO IGA	Payment		71.21
00003125	03/12/2019	PARABURDOO IGA	4x magazines for Paraburdoo Library and 4x magazines for Tom Price Library	42.80	
00244448	11/12/2019	PARABURDOO IGA	1x 15L springwater, plastic cups and spoons Paraburdoo Strategic Partnership Office	28.41	
		PARABURDOO IGA		71.21	71.21
EFT50543	13/01/2020	PARABURDOO SAINTS FOOTBALL & SPORTING	Payment		200.00
2019/000	11/12/2019	PARABURDOO SAINTS FOOTBALL & SPORTING	Venue hire and provision of bar staff for 2019 Paraburdoo Sports Star awards 05/12/2019	200.00	
		PARABURDOO SAINTS FOOTBALL & SPORTING		200.00	200.00
EFT50544	13/01/2020	PATHWEST LABORATORY MEDICINE WA	Payment		240.50
11085822	29/11/2019	PATHWEST LABORATORY MEDICINE WA	5x drug & alcohol pre-employment screening tests for candidates and returning employees November 2019	240.50	
		PATHWEST LABORATORY MEDICINE WA		240.50	240.50

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Reference Number	Date	Name	Description	Invoice Amount	Payment Amount
EFT50545	13/01/2020	PETER FOSTER	Payment		5932.50
CRFEE20200102	02/01/2020	PETER FOSTER	Councillor attendance plus Communication Fee Q2 October - December 2019	5932.50	
		PETER FOSTER		5932.50	5932.50
EFT50546	13/01/2020	PFD FOOD SERVICES PTY LTD	Payment		1366.45
KS270370	10/12/2019	PFD FOOD SERVICES PTY LTD	Food items for sale at kiosk Onslow Pool	1366.45	
		PFD FOOD SERVICES PTY LTD		1366.45	1366.45
EFT50547	13/01/2020	PILBARA BIN SERVICES	Payment		880.00
INV-2610	15/10/2019	PILBARA BIN SERVICES	Supply experienced operator for 2x after hours callouts to attend to tip fires (total of 6x hours) Tom Price Waste Site	528.00	
INV-2626	23/10/2019	PILBARA BIN SERVICES	Supply experienced operator for 4x hours to cover staff leave 19/10/2019 Tom Price Waste Site	352.00	
		PILBARA BIN SERVICES		880.00	880.00
EFT50548	13/01/2020	PILBARA FOOD SERVICES	Payment		808.65
SI108977	01/11/2019	PILBARA FOOD SERVICES	6x 25kg bags super poultry mix for sentinel chicken program	211.20	
SI109574	26/11/2019	PILBARA FOOD SERVICES	2x 25kg bags super poultry mix and 3x 25kg bags layer blend for sentinel chicken program	176.00	
SI109917	11/12/2019	PILBARA FOOD SERVICES	2x cartons 1L milk Tom Price Administration Building	60.65	
SI109950	12/12/2019	PILBARA FOOD SERVICES	8x 15L springwater, 6x packs coffee pods Community Services Tom Price	220.00	
SI110059	17/12/2019	PILBARA FOOD SERVICES	2x 25kg bags super poultry mix and 2x 25kg bags layer blend for sentinel chicken program	140.80	
		PILBARA FOOD SERVICES		808.65	808.65
EFT50549	13/01/2020	PILBARA PATIOS PTY LTD	Payment		16560.50
INV-0015	20/12/2019	PILBARA PATIOS PTY LTD	Labour and materials to install 2x floodway signs Central Road bridge Tom Price	1567.50	
INV-0022	06/01/2020	PILBARA PATIOS PTY LTD	Supply and install new patio 604 Boolee St Tom Price	14993.00	
		PILBARA PATIOS PTY LTD		16560.50	16560.50
EFT50550	13/01/2020	PILBARA SITE PICS (COURASH PTY LTD T/AS)	Payment		1430.00
12/2019-427	13/12/2019	PILBARA SITE PICS (COURASH PTY LTD T/AS)	Photography Onslow Community Christmas 2019	1430.00	
		PILBARA SITE PICS (COURASH PTY LTD T/AS)		1430.00	1430.00
EFT50551	13/01/2020	PILBARA TREE LOPPING PTY LTD	Payment		10780.00
INV-0086	10/12/2019	PILBARA TREE LOPPING PTY LTD	Remedial tree pruning 584 Third Ave Onslow	8800.00	
INV-0093	01/01/2020	PILBARA TREE LOPPING PTY LTD	Labour for palm cleaning and strapping Tom Price Swimming Pool	1980.00	
		PILBARA TREE LOPPING PTY LTD		10780.00	10780.00
EFT50552	13/01/2020	PRIME TROPHIES	Payment		1005.60
00004736	29/11/2019	PRIME TROPHIES	Medals & plaques for 2019 sports star awards Paraburdoo, Tom Price and Pannawonica 05/12/2019	575.60	
00004735	30/11/2019	PRIME TROPHIES	Provide 36x replacement engraving and new 2019 plates for Pannawonica Sports Star Awards 2019	430.00	
		PRIME TROPHIES		1005.60	1005.60
EFT50553	13/01/2020	QUALITY PRESS	Payment		1217.70
527324	12/11/2019	QUALITY PRESS	Supply and delivery of 9x types of business cards	1217.70	
		QUALITY PRESS		1217.70	1217.70
EFT50554	13/01/2020	RAY WHITE EXMOUTH	Payment		2172.62
SHIRE19-JAN20A	18/12/2019	RAY WHITE EXMOUTH	Rent for 19 Clarke Place Onslow 10/01/2020 - 09/02/2020	2172.62	
		RAY WHITE EXMOUTH		2172.62	2172.62
EFT50555	13/01/2020	REECE PTY LTD	Payment		4780.05
206987738	11/12/2019	REECE PTY LTD	30x couplings and 10x solenoid valves Paraburdoo Works Depot	4780.05	
		REECE PTY LTD		4780.05	4780.05
EFT50556	13/01/2020	RIO TINTO - PILBARA IRON COMPANY	Payment		57532.76
CREDITNOTE4002817023	27/02/2019	RIO TINTO - PILBARA IRON COMPANY	Credit note for invoice 4002817023 - Water consumption 31/08/18 - 23/11/18 - 811B Ashburton Avenue Paraburdoo	-299.13	
CREDITNOTE4002817007	27/02/2019	RIO TINTO - PILBARA IRON COMPANY	Credit note for invoice 4002817007 - Water consumption 25/05/18 - 31/08/18 - 811B Ashburton Avenue Paraburdoo	-320.62	
1003163001	28/11/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption U4/10 Kanberra Dr Tom Price 10/09/2019 - 27/11/2019	211.28	
1003162938	28/11/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption U3/10 Kanberra Dr, Tom Price 10/09/2019 - 27/11/2019	226.29	
1003166509	29/11/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption 215 Grevillea St Tom Price 14/09/19 - 28/11/19	76.51	
1003167184	29/11/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption U3/25 Allambi Way, Tom Price 08/09/2019 - 28/11/2019	223.40	
1003167275	29/11/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption 4 Weelamurra Crt Tom Price 08/09/2019 - 28/11/2019	207.54	
1003170220	02/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption 126 Cedar St Tom Price 11/09/19 - 29/11/19	294.44	
2003175052	04/12/2019	RIO TINTO - PILBARA IRON COMPANY	Water consumption 773 Larnook St Tom Price 11/09/19 - 28/11/19	374.44	
1003174321	04/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption 20 Lilac St Tom Price 24/08/19 - 30/11/19	99.97	
4003187442	06/12/2019	RIO TINTO - PILBARA IRON COMPANY	Water consumption Shire Depot Lot 2001, Boonderoo Rd Tom Price 27/08/19 - 05/12/19	4396.17	
3003185299	06/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption Shire office, 246 Poinciana St Tom Price 25/10/19 - 05/12/19	184.47	
3003184821	06/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption Shire Depot, Lot 2001 Boonderoo Rd Tom Price 25/10/19 - 05/12/19	1695.69	

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Reference Number	Date	Name	Description	Invoice Amount	Payment Amount
3003166034	09/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption Swimming pool, 849 Willow Rd Tom Price 25/10/19 - 28/11/19	5052.76	
3003167412	09/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption Lions Park, 874 North Rd Tom Price 25/10/19 - 29/11/19	327.60	
3003167347	09/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption Area W Centre, 898 Tanunda St Tom Price 25/10/19 - 29/11/19	455.69	
3003166372	09/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption Clem Thompson oval and pavillion, Stadium Rd Tom Price 25/10/19 - 28/11/19	143.34	
3003171083	09/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption Oval water tank bore pump, South Rd Tom Price 25/10/19 - 30/11/19	404.03	
3003165309	09/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption Tennis club lights, 849 Willow Rd Tom Price 25/10/19 - 28/11/19	764.85	
3003168519	09/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption Community centre, 856 Central Rd Tom Price 25/10/19 - 29/11/19	1056.92	
4003167758	09/12/2019	RIO TINTO - PILBARA IRON COMPANY	Water consumption 981 Stadium Rd Tom Price 28/08/19 - 29/11/19	121.04	
3003167255	09/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption Area W basketball, 897 Tanunda St Tom Price 25/10/19 - 29/11/19	261.95	
3003165572	09/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption Oval change lights, 2 East Rd Tom Price 25/10/19 - 28/11/19	741.91	
3003171000	09/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption Bird Park near Library, Central Rd Tom Price 25/10/19 - 30/11/19	159.85	
3003165564	09/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption 865 Mine Rd Tom Price 25/10/19 - 28/11/19	158.28	
3003167230	09/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption Area W Kiosk Tom Price 25/10/19 - 29/11/19	72.74	
3003169038	09/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption Lot 2003 Boonderoo Rd Tom Price 25/10/19 - 30/11/19	859.03	
1003188776	09/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption 726 Yiluk St Tom Price 14/09/2019 - 06/12/2019	1777.94	
1003189022	09/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption 773 Larnook St Tom Price 11/09/2019 - 06/12/2019	390.81	
2003190887	09/12/2019	RIO TINTO - PILBARA IRON COMPANY	Water consumption for 1104A Jabbarup Place Tom Price 19/09/19 - 08/12/19	394.25	
2003188485	09/12/2019	RIO TINTO - PILBARA IRON COMPANY	Water consumption for 726 Yiluk Street Tom Price 14/09/19 - 06/12/19	192.96	
2003190994	09/12/2019	RIO TINTO - PILBARA IRON COMPANY	Water consumption for 825B Warara Street Tom Price 10/09/19 - 08/12/19	9.39	
2003188295	09/12/2019	RIO TINTO - PILBARA IRON COMPANY	Water consumption for 178 Cassia Street Tom Price 14/09/19 - 06/12/19	300.38	
2003189350	09/12/2019	RIO TINTO - PILBARA IRON COMPANY	Water consumption for 17B Cogelup Way Tom Price 19/09/19 - 07/12/19	104.30	
2003188287	09/12/2019	RIO TINTO - PILBARA IRON COMPANY	Water consumption for Unit 2/19 Allambi Way Tom Price 19/09/19 - 08/12/19	165.84	
2003189392	09/12/2019	RIO TINTO - PILBARA IRON COMPANY	Water consumption for Unit 2/2 Kanberra Drive Tom Price 19/09/19 - 08/12/19	53.19	
2003188162	09/12/2019	RIO TINTO - PILBARA IRON COMPANY	Water consumption for 27 Lilac Street Tom Price 24/08/19 - 06/12/19	71.97	
4003169044	09/12/2019	RIO TINTO - PILBARA IRON COMPANY	Water consumption for Tourist Bureau 865 Central Road Tom Price 27/08/19 - 30/11/19	396.57	
3003169103	09/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption for Tourist Bureau 865 Central Road Tom Price 27/08/19 - 30/11/19	529.34	
1003191416	10/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption 178 Cassia St Tom Price 14/09/19 - 06/12/19	155.20	
1003194014	10/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption 17B Cogelup Way Tom Price 19/09/19 - 07/12/19	313.70	
1003195433	10/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption U2/2 Kanberra Dr Tom Price 08/09/19 - 08/12/19	804.34	
1003194642	10/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption U2/4 Kanberra Dr Tom Price 08/09/19 - 08/12/19	1018.77	
1003193966	10/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption 21B Cogelup Way Tom Price 19/09/19 - 07/12/19	841.40	
1003192729	10/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption 27 Lilac St Tom Price 28/08/19 - 06/12/19	922.58	
1003194741	10/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption 1104A Jabberup Pl Tom Price 19/09/19 - 08/12/19	1042.95	
1003192372	10/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption 1217 Wilgerup Pl Tom Price 15/09/19 - 05/12/19	680.28	
1003195516	10/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption 279 Carob St, Tom Price 09/09/2019 - 08/12/2019	171.69	
1003195771	10/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption U4/4 Kanberra Dr Tom Price 08/09/2019 - 08/12/2019	427.05	
1003194964	10/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption U4/6 Kanberra Dr Tom Price 10/09/2019 - 08/12/2019	401.51	
1003192521	10/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption 423 Hibiscus St Tom Price 23/08/2019 - 06/12/2019	1056.28	
1003194824	10/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption 602 Boolee St Tom Price 14/09/2019 - 08/12/2019	748.37	
1003196142	10/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption 825 Warara St Tom Price 10/09/2019 - 08/12/2019	739.71	
1003193685	10/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption 825B Warara St Tom Price 10/09/2019 - 08/12/2019	309.45	
2003192834	10/12/2019	RIO TINTO - PILBARA IRON COMPANY	Water consumption for 825 Warara Street Tom Price 10/09/19 - 08/12/19	433.89	
1003196597	11/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption 1004 Marradong Pl Tom Price 20/09/19 - 07/12/19	87.21	
1003196688	11/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption 1104B Jabberup Pl Tom Price 19/09/19 - 08/12/19	255.79	
1003199021	11/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption 261 Poinciana St Tom Price 24/08/19 - 08/12/19	1210.81	
1003199138	11/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption 1143 Yanagin Pl Tom Price 19/09/19 - 08/12/19	1133.02	
1003199757	11/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption 1166 Tarwonga CCT Tom Price 15/09/19 - 09/12/19	2137.43	
1003199427	11/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption 1167 Tarwonga CCT Tom Price 15/09/19 - 09/12/19	2327.49	
1003197322	11/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption 604 Boolee St Tom Price 14/09/2019 - 08/12/2019	1038.71	
1003196548	11/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption 816 Kulai St Tom Price 11/09/2019 - 06/12/2019	1307.68	
1003196555	11/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption U3/2 Kanberra Dr, Tom Price 08/09/2019 - 08/12/2019	825.31	
1003200514	12/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption 98 Oleander St Tom Price 01/09/2019 - 29/11/2019	338.91	
3003201294	13/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption Lot 23, Turee Way Paraburdoo 21/11/19 - 05/12/19	250.37	
1003173000	13/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption 159 Cassia St Tom Price 12/09/19 - 29/11/19	1113.71	
1003174560	13/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption 17 Lilac St Tom Price 29/08/19 - 30/11/19	771.84	

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Reference Number	Date	Name	Description	Invoice Amount	Payment Amount
1003166871	13/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption 18 Weelamurra Ct Tom Price 08/09/19 - 28/11/19	317.15	
1003165956	13/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption U2/19 Allambi Way Tom Price 08/09/19 - 28/11/19	891.30	
1003165683	13/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption U2/23 Allambi Way Tom Price 08/09/19 - 28/11/19	531.29	
1003173935	13/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption 22 Lilac St Tom Price 24/08/19 - 30/11/19	433.92	
1003186853	13/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption 27 East/Willow Rd Tom Price 14/09/19 - 05/12/19	790.08	
1003187067	13/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption 1152 Tarwonga CCT Tom Price 15/09/19 - 05/12/19	535.82	
1003174552	13/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption 1175 Tarwonga CCT Tom Price 01/11/19 - 01/12/19	523.25	
1003173620	13/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption 498 Sirius St Tom Price 16/09/2019 - 30/11/2019	725.43	
1003173596	13/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption 61 Pine St Tom Price 26/08/2019 - 30/11/2019	665.56	
1003173018	13/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption 758 Mungarra St Tom Price 14/09/2019 - 01/12/2019	465.36	
1003187547	13/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption 283 Carob St, Tom Price 09/09/2019 - 05/12/2019	386.17	
1003173760	13/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption 787 Larnook St Tom Price 11/09/2019 - 01/12/2019	340.10	
1003193073	13/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption 797 Kulai St Tom Price 11/09/2019 - 06/12/2019	280.34	
1003166517	13/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption U3/19 Allambi Way, Tom Price 08/09/2019 - 28/11/2019	1574.78	
1003172499	13/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption 397 Acalypha St Tom Price 14/09/2019 - 30/11/2019	1242.13	
1003169255	13/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption 398 Acalypha St Tom Price 14/09/2019 - 30/11/2019	764.58	
2003190333	13/12/2019	RIO TINTO - PILBARA IRON COMPANY	Water consumption for 602 Boolee Street Tom Price 15/11/19 - 08/12/19	59.45	
2003185283	13/12/2019	RIO TINTO - PILBARA IRON COMPANY	Water consumption for 1217 Wilgerup Place Tom Price 15/09/19 - 05/12/19	104.30	
2003184971	13/12/2019	RIO TINTO - PILBARA IRON COMPANY	Water consumption for 283 Carob Street Tom Price 15/11/19 - 05/12/19	15.65	
4003202647	17/12/2019	RIO TINTO - PILBARA IRON COMPANY	Water consumption for 811 Ashburton Avenue Paraburdoo 20/08/19 - 10/12/19	7.83	
4003202639	17/12/2019	RIO TINTO - PILBARA IRON COMPANY	Water consumption for 811 Ashburton Avenue Paraburdoo 01/06/19 - 20/08/19	9.57	
4003202621	17/12/2019	RIO TINTO - PILBARA IRON COMPANY	Water consumption for 811 Ashburton Avenue Paraburdoo 20/02/19 - 01/06/19	9.57	
4003202613	17/12/2019	RIO TINTO - PILBARA IRON COMPANY	Water consumption for 811 Ashburton Avenue Paraburdoo 23/11/18 - 20/02/19	7.18	
4003202597	17/12/2019	RIO TINTO - PILBARA IRON COMPANY	Water consumption for 811 Ashburton Avenue Paraburdoo 31/08/18 - 23/11/18	9.57	
4003202589	17/12/2019	RIO TINTO - PILBARA IRON COMPANY	Water consumption for 811 Ashburton Avenue Paraburdoo 25/05/18 - 31/08/18	6.59	
1003202684	17/12/2019	RIO TINTO - PILBARA IRON COMPANY	Electricity consumption 144 Cedar Street Tom Price 19/09/19 - 13/12/19	1632.96	
		RIO TINTO - PILBARA IRON COMPANY		57532.76	57532.76
EFT50557	13/01/2020	RORY DE PLEDGE	Payment		5932.50
CRFEE20200102	02/01/2020	RORY DE PLEDGE	Councillor attendance plus Communication Fee Q2 October - December 2019	5932.50	
		RORY DE PLEDGE		5932.50	5932.50
EFT50558	13/01/2020	ROYAL LIFE SAVING SOCIETY - WA	Payment		3739.25
106746	01/10/2019	ROYAL LIFE SAVING SOCIETY - WA	7x attendees Pool Lifeguard requalification 22/09/2019 Tom Price - cost includes flights, car hire and food allowance	3640.25	
109588	17/12/2019	ROYAL LIFE SAVING SOCIETY - WA	Award fee 5x participants Bronze Medallion Course 18/11/2019 - 20/11/2019 Onslow Pool	99.00	
		ROYAL LIFE SAVING SOCIETY - WA		3739.25	3739.25
EFT50559	13/01/2020	SAFETY AND RESCUE EQUIPMENT	Payment		10978.00
23000	16/12/2019	SAFETY AND RESCUE EQUIPMENT	Height safety inspection of anchor points at 7x facilities in Tom Price, 3x in Paraburdoo and 2x in Onslow	10978.00	
		SAFETY AND RESCUE EQUIPMENT		10978.00	10978.00
EFT50560	13/01/2020	SHIRE OF ASHBURTON (PAYROLL DEDUCTIONS)	Payment		5754.23
DEDUCTION	22/12/2019	SHIRE OF ASHBURTON (PAYROLL DEDUCTIONS)	Payroll deductions	1661.67	
DEDUCTION	05/01/2020	SHIRE OF ASHBURTON (PAYROLL DEDUCTIONS)	Payroll deductions	4092.56	
		SHIRE OF ASHBURTON (PAYROLL DEDUCTIONS)		5754.23	5754.23
EFT50561	13/01/2020	SODEXO REMOTE SITES AUSTRALIA PTY LTD	Payment		386.64
5100038758	01/12/2019	SODEXO REMOTE SITES AUSTRALIA PTY LTD	Fuel usage 01/11/2019 - 30/11/2019 (237.35x litres)	386.64	
		SODEXO REMOTE SITES AUSTRALIA PTY LTD		386.64	386.64
EFT50562	13/01/2020	SONIC HEALTH PLUS PTY LTD	Payment		3215.08
1950837	10/12/2019	SONIC HEALTH PLUS PTY LTD	Pre-employment medical and DAS for JA.266 18/11/2019	828.30	
1950835	10/12/2019	SONIC HEALTH PLUS PTY LTD	Pre-employment medical and DAS for JA.266 20/11/2019	828.30	
1950836	10/12/2019	SONIC HEALTH PLUS PTY LTD	Pre-employment medical and DAS for JA.115 21/11/2019	828.30	
1952591	12/12/2019	SONIC HEALTH PLUS PTY LTD	Pre-employment medical and DAS for JA.115 11/12/2019	457.60	
1954678	16/12/2019	SONIC HEALTH PLUS PTY LTD	Pre-employment medical and DAS for JA.214 13/12/2019	71.50	
1955661	17/12/2019	SONIC HEALTH PLUS PTY LTD	Pre-employment medical and DAS for JA.214 16/12/2019	201.08	
		SONIC HEALTH PLUS PTY LTD		3215.08	3215.08
EFT50563	13/01/2020	SOUVENIRS AUSTRALIA PTY LTD	Payment		4400.00
00019954	16/12/2019	SOUVENIRS AUSTRALIA PTY LTD	1,000x Tom Price playing cards in plastic case for sale TPVC	4400.00	
		SOUVENIRS AUSTRALIA PTY LTD		4400.00	4400.00

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Reference Number	Date	Name	Description	Invoice Amount	Payment Amount
EFT50564	13/01/2020	SPIN FX AUDIO	Payment		3500.00
44	09/12/2019	SPIN FX AUDIO	Supply of entertainment, production, PA, lights and travel Onslow Community Christmas 07/12/2019	3500.00	
		SPIN FX AUDIO		3500.00	3500.00
EFT50565	13/01/2020	SUNNY SIGN COMPANY PTY LTD	Payment		1252.79
424394	13/12/2019	SUNNY SIGN COMPANY PTY LTD	37x posts with caps, 1x Side Road sign Onslow Street Signs	1252.79	
		SUNNY SIGN COMPANY PTY LTD		1252.79	1252.79
EFT50566	13/01/2020	TALIS CONSULTANTS PTY LTD	Payment		4551.55
19738	30/11/2019	TALIS CONSULTANTS PTY LTD	Consultancy services for Onslow Transducer Data Acquisition Pilbara Waste Management Facility - round 3	4551.55	
		TALIS CONSULTANTS PTY LTD		4551.55	4551.55
EFT50567	13/01/2020	TECHNOLOGY ONE LTD	Payment		970.20
187283	20/12/2019	TECHNOLOGY ONE LTD	GIS consulting services 18/12/2019	970.20	
		TECHNOLOGY ONE LTD		970.20	970.20
EFT50568	13/01/2020	TELSTRA	Payment		95180.32
0460869000-P232082162-9	17/12/2019	TELSTRA	Monthly telephone charges	95180.32	
		TELSTRA		95180.32	95180.32
EFT50569	13/01/2020	THALANYJI SERVICE STATIONS	Payment		557.04
1-171963	09/12/2019	THALANYJI SERVICE STATIONS	112.26L Diesel fuel for PUT94 2015 Toyota Hilux	195.78	
1-172126	10/12/2019	THALANYJI SERVICE STATIONS	58.06L Diesel fuel for PUT77 2013 Toyota Hilux	101.26	
1-172333	11/12/2019	THALANYJI SERVICE STATIONS	Catering for WWC and conflict resolution training in Onslow on 22.11.19	260.00	
		THALANYJI SERVICE STATIONS		557.04	557.04
EFT50570	13/01/2020	THE PAPER COMPANY OF AUSTRALIA	Payment		1095.77
00045338	15/11/2019	THE PAPER COMPANY OF AUSTRALIA	225x reams A4 paper, 6x reams A3 paper Tom Price Administration	1095.77	
		THE PAPER COMPANY OF AUSTRALIA		1095.77	1095.77
EFT50571	13/01/2020	THE WORKWEAR GROUP	Payment		61.20
11921549	09/12/2019	THE WORKWEAR GROUP	Uniform Employee #1702	61.20	
		THE WORKWEAR GROUP		61.20	61.20
EFT50572	13/01/2020	TOLL TRANSPORT PTY LTD	Payment		1019.81
1488-3VA230	15/12/2019	TOLL TRANSPORT PTY LTD	Freight charges 09/12/2019 - 14/12/2019	611.42	
1489-3VA230	22/12/2019	TOLL TRANSPORT PTY LTD	Freight charges 16/12/2019 - 19/12/2019	319.44	
1490-3VA230	05/01/2020	TOLL TRANSPORT PTY LTD	Freight charges 01/01/2020 - 02/01/2020	88.95	
		TOLL TRANSPORT PTY LTD		1019.81	1019.81
EFT50573	13/01/2020	TOM PRICE BETTA HOME LIVING	Payment		11741.45
43010002178	21/10/2019	TOM PRICE BETTA HOME LIVING	8x dining chairs 27 Willow Rd Tom Price	1112.00	
43010002570	18/11/2019	TOM PRICE BETTA HOME LIVING	Furniture, linen and appliances for transit unit 9 Weelamurra Ct Tom Price	10629.45	
		TOM PRICE BETTA HOME LIVING		11741.45	11741.45
EFT50574	13/01/2020	TOM PRICE HOTEL MOTEL	Payment		291.50
210097	13/11/2019	TOM PRICE HOTEL MOTEL	Accommodation and meals for Councillor to attend Special Meeting of Council 12/11/2019	291.50	
		TOM PRICE HOTEL MOTEL		291.50	291.50
EFT50575	13/01/2020	TOM PRICE MEDICAL CENTRE	Payment		97.02
191989RL	10/12/2019	TOM PRICE MEDICAL CENTRE	Medical clearance Employee #1722	97.02	
		TOM PRICE MEDICAL CENTRE		97.02	97.02
EFT50576	13/01/2020	TOM PRICE SENIOR HIGH SCHOOL	Payment		14843.52
6751-1	02/12/2019	TOM PRICE SENIOR HIGH SCHOOL	Electricity usage Tom Price Recreation Centre 01/11/2019 - 02/12/2019	14843.52	
		TOM PRICE SENIOR HIGH SCHOOL		14843.52	14843.52
EFT50577	13/01/2020	TOM PRICE TYREPRO & MECHANICAL (EVERGROUP	Payment		1460.00
00071487	09/12/2019	TOM PRICE TYREPRO & MECHANICAL (EVERGROUP	Supply and fit 4x 265/65R17 Cooper tyres PUT119 - Toyota Hilux 4x4	1460.00	
		TOM PRICE TYREPRO & MECHANICAL		1460.00	1460.00
EFT50578	13/01/2020	TOM PRICE TYRES	Payment		2378.06
10032531	08/11/2019	TOM PRICE TYRES	Labour and parts to service PUT127 - Toyota Hilux 4x4 D/C A/T Emergency Response Vehicle	369.41	
10032737	30/11/2019	TOM PRICE TYRES	Labour to fit truck tyres (supplied) PTR28 - 2015 Hino 500 Series 2630 Rear loading Refuse Truck	120.00	
10032777	05/12/2019	TOM PRICE TYRES	Labour to replace bin lifter bump stops PTR28 - 2015 Hino 500 Series 2630 Rear loading Refuse Truck	66.00	
10032812	09/12/2019	TOM PRICE TYRES	Labour to adjust belts PTR22 - 2011 Hino 300 Series	66.00	
10032813	09/12/2019	TOM PRICE TYRES	Labour and parts to service PUT136 - Toyota LC70 T/D Single cab	343.13	
10032847	12/12/2019	TOM PRICE TYRES	Travel, labour and oil to service genset Paraburdoo Waste Site	319.65	

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Reference Number	Date	Name	Description	Invoice Amount	Payment Amount
10032910	23/12/2019	TOM PRICE TYRES	Labour and parts to service PPM02 - 2017 Western Star 4800 FS Prime Mover	932.62	
10032911	23/12/2019	TOM PRICE TYRES	Travel, labour and oil to service genset Tom Price Waste Site	161.25	
		TOM PRICE TYRES		2378.06	2378.06
EFT50579	13/01/2020	TOP MACHINE SERVICES	Payment		240.00
00037821	10/12/2019	TOP MACHINE SERVICES	15x slushie mixes for sale at kiosk Paraburdoo Pool	240.00	
		TOP MACHINE SERVICES		240.00	240.00
EFT50580	13/01/2020	TYREPOWER KARRATHA (JOLLYS AUTOCENTRE)	Payment		295.00
1004574	16/12/2019	TYREPOWER KARRATHA (JOLLYS AUTOCENTRE)	Supply and fit 1x 265/65R17 Cooper tyre PUT114 - Toyota Hilux 4x4	295.00	
		TYREPOWER KARRATHA (JOLLYS AUTOCENTRE)		295.00	295.00
EFT50581	13/01/2020	VISIMAX SAFETY PRODUCTS	Payment		542.90
00005980	09/12/2019	VISIMAX SAFETY PRODUCTS	42x cloth patches for Ranger uniforms, 2x equipment bags and postage	542.90	
		VISIMAX SAFETY PRODUCTS		542.90	542.90
EFT50582	13/01/2020	WA RETICULATION SUPPLIES	Payment		553.15
J9469	04/12/2019	WA RETICULATION SUPPLIES	2x Toro solenoids for reticulation Anzac Park Tom Price	117.25	
K0116	20/12/2019	WA RETICULATION SUPPLIES	330x irrigation parts Tom Price Shopping Mall and Tom Price Parks & Reserves	435.90	
		WA RETICULATION SUPPLIES		553.15	553.15
EFT50583	13/01/2020	WATER 2 WATER	Payment		204.00
INV197565	07/11/2019	WATER 2 WATER	Quarterly maintenance of water softener Paraburdoo Pool	135.00	
INV198202	01/01/2020	WATER 2 WATER	Service fee R/O system Shire Office Paraburdoo January 2020	69.00	
		WATER 2 WATER		204.00	204.00
EFT50584	13/01/2020	WATER CORPORATION	Payment		104729.60
9014648597-0062	05/12/2019	WATER CORPORATION	Water use charge for Home Unit 4/46 Second Ave Onslow Lot 654 05/10/2019-04/12/20109	29.23	
9008515886-0127	05/12/2019	WATER CORPORATION	Water use and service charge for Airport at 16 Onslow Road 05/10/2019 - 04/12/2019	3843.56	
9008516555-0131	05/12/2019	WATER CORPORATION	Water use and service charge for Club at Onslow Rd Onslow Lot 306 05/10/2019-04/12/20109	75.31	
9008516571-0143	05/12/2019	WATER CORPORATION	Water use and service charge for Standpipe at Onslow Rd Onslow 05/10/2019-04/12/20109	6710.34	
9021259143-0027	05/12/2019	WATER CORPORATION	Water use and service charge for Reserve at Macedon Rd Onslow Lot 127 05/10/2019-04/12/20109	145.43	
9020549296-0032	09/12/2019	WATER CORPORATION	Water use and service charge for Amenities next L500 Onslow Road 03/10/2019 - 05/12/2019	116.87	
9014648562-0066	09/12/2019	WATER CORPORATION	Water use charge for Home Unit 1/46 Second Ave Onslow Lot 654 03/10/2019-05/12/20109	23.75	
9014648589-0064	09/12/2019	WATER CORPORATION	Water use charge for Home Unit 3/46 Second Ave Onslow Lot 654 03/10/2019-05/12/20109	47.50	
9014648618-0064	09/12/2019	WATER CORPORATION	Water use charge for Home Unit 5/46 Second Ave Onslow Lot 654 03/10/2019-05/12/20109	31.06	
9014648626-0064	09/12/2019	WATER CORPORATION	Water use charge for Home Unit 6/46 Second Ave Onslow Lot 654 03/10/2019-05/12/20109	21.92	
9014648634-0062	09/12/2019	WATER CORPORATION	Water use charge for Home Unit 7/46 Second Ave Onslow Lot 654 03/10/2019-05/12/20109	25.58	
9014648642-0064	09/12/2019	WATER CORPORATION	Water use charge for Home Unit 8/46 Second Ave Onslow Lot 654 03/10/2019-05/12/20109	49.33	
9014648650-0060	09/12/2019	WATER CORPORATION	Water use charge for Home Unit 9/46 Second Ave Onslow Lot 654 03/10/2019-05/12/20109	107.79	
9014648669-0063	09/12/2019	WATER CORPORATION	Water use charge for Home Unit 10/46 Second Ave Onslow Lot 654 03/10/2019-05/12/20109	162.60	
9008513530-0180	09/12/2019	WATER CORPORATION	Water use and service charge for Youth Centre at 253 Second Ave Onslow Lot 302 03/10/2019-05/12/20109	811.18	
9021131158-0032	09/12/2019	WATER CORPORATION	Water use and service charge for Reserve at Tink Street Onslow Lot 8001 03/10/2019-05/12/20109	4723.94	
9020941589-0039	09/12/2019	WATER CORPORATION	Water use and service charge for Reserve at Yungu Rd Onslow Lot 8000 03/10/2019-05/12/20109	7884.49	
9009029679-0127	09/12/2019	WATER CORPORATION	Water use and service charge for Sports Ground at 51 Third Ave Onslow Lot 644 03/10/2019-05/12/20109	15691.07	
9008514728-0046	09/12/2019	WATER CORPORATION	Water use and service charge for Swimming Pool at Mcrae Pl Onslow Lot 643 03/10/2019-05/12/20109	6033.17	
9008513047-0149	09/12/2019	WATER CORPORATION	Water use and service charge for Caravan Park at Second Ave Onslow Lot 312/3001 03/10/2019-05/12/20109	40182.25	
9008513709-0127	09/12/2019	WATER CORPORATION	Water use and service charge for Garden at Second Ave Onslow OPP Lot 309 03/10/2019-05/12/20109	98.69	
9008514875-0122	09/12/2019	WATER CORPORATION	Water use and service charge for Trickle Irrigation at Second Ave Onslow Lot 932 03/10/2019-05/12/20109	1108.92	
9008516029-0121	09/12/2019	WATER CORPORATION	Water use and service charge for Workshop at Beadon Creek Rd Onslow Lot 567 03/10/2019-05/12/20109	1693.24	
9008513952-0177	09/12/2019	WATER CORPORATION	Water use and service charge for Office at 29 Second Ave Onslow Lot 500 03/10/2019-05/12/20109	1344.04	
9008513311-0154	09/12/2019	WATER CORPORATION	Water use and service charge for Centre at 82 Second Ave Onslow Lot 675 03/10/2019-05/12/20109	68.44	
9018028096-0044	09/12/2019	WATER CORPORATION	Water use and service charge for Unit 1/9 Second Ave Onslow Lot 318 01/11/2019-31/12/20109	164.41	
9021007093-0019	09/12/2019	WATER CORPORATION	Water use and service charge for 16 Tink St Onslow Lot 194 03/10/2019-05/12/20109	411.81	
9018842565-0041	09/12/2019	WATER CORPORATION	Water use and service charge for Unit 2/5 Anketell Ct Onslow Lot 666 03/10/2019-05/12/20109	305.67	
9018028109-0046	09/12/2019	WATER CORPORATION	Water use and service charge for Unit 2/9 Second Ave Onslow Lot 318 01/11/2019-31/12/20109	164.41	
9018842573-0042	09/12/2019	WATER CORPORATION	Water use and service charge for Unit 3/5 Anketell Ct Onslow Lot 666 03/10/2019-05/12/20109	234.51	
9018028117-0044	09/12/2019	WATER CORPORATION	Water use and service charge for Unit 3/9 Second Av Onslow Lot 318 01/11/2019-31/12/2019	164.41	
9008513100-0174	09/12/2019	WATER CORPORATION	Water use and service charge for 7 First Av Onslow Lot 307 03/10/2019-04/12/20109	1532.59	
9008514074-0166	09/12/2019	WATER CORPORATION	Water use and service charge for 20 Third Ave Av Onslow Lot 325 02/10/2019-04/12/2019	128.75	

LIST OF PAYMENTS FOR JANUARY 2020

Reference Number	Date	Name	Description	Invoice Amount	Payment Amount
9008513151-0164	09/12/2019	WATER CORPORATION	Water use and service charge for 15 First Av Onslow Lot 335 03/10/2019-04/12/2019	216.77	
9020871832-0020	09/12/2019	WATER CORPORATION	Water use and service charge for 56 Yungu Rd Onslow Lot 94 03/10/2019-05/12/2019	210.23	
9008514226-0173	09/12/2019	WATER CORPORATION	Water use and service charge for 9 Third Av Onslow Lot 583 03/10/2019-05/12/2019	238.15	
9008514218-0168	09/12/2019	WATER CORPORATION	Water use and service charge for 11 Third Av Onslow Lot 584 03/10/2019-05/12/2019	334.18	
9008514234-0173	09/12/2019	WATER CORPORATION	Water use and service charge for 13 Third Av Onslow Lot 585 03/10/2019-05/12/2019	264.84	
9021006867-0017	09/12/2019	WATER CORPORATION	Water use and service charge for 6 Carlyon Rd Onslow Lot 170 03/10/2019-05/12/2019	556.72	
9008514162-0165	09/12/2019	WATER CORPORATION	Water use and service charge for 3 First St Onslow Lot 944 03/10/2019-05/12/2019	347.46	
9018831794-0050	09/12/2019	WATER CORPORATION	Water use and service charge for Common at 9 Second Av Onslow Lot 318 03/10/2019-05/12/2019	261.26	
9008514736-0125	09/12/2019	WATER CORPORATION	Water use and service charge for Park at Cameron Ave Onslow Lot 555 03/10/2019-05/12/2019	360.98	
9014625002-0074	09/12/2019	WATER CORPORATION	Water use and service charge for Museum at 52 Second Ave Onslow Lot 937 03/10/2019-05/12/2019	432.02	
9008515843-0120	09/12/2019	WATER CORPORATION	Water use and service charge for Beach Facilities Onslow Lot 330 03/10/2019-05/12/2019	1243.96	
9008513274-0169	09/12/2019	WATER CORPORATION	Water use and service charge for Home units 46 second Ave Onslow Lot 654 03/10/2019-05/12/2019	1173.91	
9014648570-0064	09/12/2019	WATER CORPORATION	Water use charge for Home Unit 2/46 Second Ave Onslow Lot 654 03/10/2019-05/12/2019	104.14	
9017509568-0047	11/12/2019	WATER CORPORATION	Water use and service charge for Reserve at McGrath Av Onslow Lot 500 05/10/2019-04/12/2019	4848.72	
		WATER CORPORATION		104729.60	104729.60
EFT50585	13/01/2020	WATER FEATURES BY DESIGN PTY LTD	Payment		2640.00
1266	12/12/2019	WATER FEATURES BY DESIGN PTY LTD	Theoretical system report for Heath Department Onslow Water Spray Park	2640.00	
		WATER FEATURES BY DESIGN PTY LTD		2640.00	2640.00
EFT50586	13/01/2020	WELL DONE INTERNATIONAL PTY LTD	Payment		416.68
00077625	31/12/2019	WELL DONE INTERNATIONAL PTY LTD	Call handling services for the month ending 31/12/2019	416.68	
		WELL DONE INTERNATIONAL PTY LTD		416.68	416.68
EFT50587	13/01/2020	WESTRAC PTY LTD	Payment		212.26
PI4095843	11/12/2019	WESTRAC PTY LTD	Supply 18x blue towel wipes Tom Price Depot	212.26	
		WESTRAC PTY LTD		212.26	212.26
EFT50588	13/01/2020	WILD REPUBLIC AUSTRALASIA PTY LTD	Payment		840.40
SI481410	13/12/2019	WILD REPUBLIC AUSTRALASIA PTY LTD	Binoculars, toys, fans, watches and headbands for sale TPVC	840.40	
		WILD REPUBLIC AUSTRALASIA PTY LTD		840.40	840.40
EFT50589	13/01/2020	WOODLANDS ENVIRO	Payment		897.44
ASH1-004	17/12/2019	WOODLANDS ENVIRO	3x rolls of 50x animal body bags Ranger Services	349.64	
ASH1-005	18/12/2019	WOODLANDS ENVIRO	1x replacement push button valve and filters including postage for drinking fountain Civic Centre Area W Tom Price	547.80	
		WOODLANDS ENVIRO		897.44	897.44
EFT50590	13/01/2020	WORK HEALTH PROFESSIONALS	Payment		1595.00
00000966	16/11/2019	WORK HEALTH PROFESSIONALS	Air contaminants survey Onslow 04/11/2019	1595.00	
		WORK HEALTH PROFESSIONALS		1595.00	1595.00
EFT50591	13/01/2020	WURTH AUSTRALIA	Payment		389.84
4306967050	06/12/2019	WURTH AUSTRALIA	24x cartons of 12x 500ml glass cleaner Tom Price Depot	389.84	
		WURTH AUSTRALIA		389.84	389.84
EFT50592	20/01/2020	ADVANCE PRESS	Payment		396.00
140910	19/12/2019	ADVANCE PRESS	Design Dec-Jan SHP A4 poster Tom Price	132.00	
140911	19/12/2019	ADVANCE PRESS	Design Dec-Jan SHP A4 poster Pannawonica	132.00	
140912	19/12/2019	ADVANCE PRESS	Design Dec-Jan SHP A4 poster Paraburdoo	132.00	
		ADVANCE PRESS		396.00	396.00
EFT50593	20/01/2020	AUSTRALIAN TAXATION OFFICE- PAYG	Payment		297341.00
EXPENSE20200109	09/01/2020	AUSTRALIAN TAXATION OFFICE- PAYG	Monthly PAYG Withholding December 2019	297341.00	
		AUSTRALIAN TAXATION OFFICE- PAYG		297341.00	297341.00
EFT50594	20/01/2020	BJK PUBLISHING & PHOTOGRAPHY	Payment		308.00
T6603	16/01/2020	BJK PUBLISHING & PHOTOGRAPHY	Total sales for December 2019 BJK Publishing	308.00	
		BJK PUBLISHING & PHOTOGRAPHY		308.00	308.00
EFT50595	20/01/2020	BLACKWOODS PTY LTD	Payment		451.20
NW3150VA	19/12/2019	BLACKWOODS PTY LTD	1x 5 step platform ladder Paraburdoo Library	451.20	
		BLACKWOODS PTY LTD		451.20	451.20
EFT50596	20/01/2020	BUCHER MUNICIPAL	Payment		3000.00
953881	19/12/2019	BUCHER MUNICIPAL	Training/VOC for Street Sweeper 2x days for 3x employees.	3000.00	
		BUCHER MUNICIPAL		3000.00	3000.00

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Reference Number	Date	Name	Description	Invoice Amount	Payment Amount
EFT50597	20/01/2020	BYBLOS CONSTRUCTIONS-TOM PRICE	Payment		143539.00
SI23986	16/12/2019	BYBLOS CONSTRUCTIONS-TOM PRICE	Labour to refix damaged steel cable to shade sail Skate Park Paraburadoo	154.00	
SI23987	16/12/2019	BYBLOS CONSTRUCTIONS-TOM PRICE	Labour and materials to refix ceiling grid supports Ashburton Hall Paraburadoo	286.00	
SI24006	16/12/2019	BYBLOS CONSTRUCTIONS-TOM PRICE	Labour to unblock drinking fountain outside Brumbys Tom Price Shopping Mall	242.00	
SI23975	16/12/2019	BYBLOS CONSTRUCTIONS-TOM PRICE	Plumber and drain machine to clear sewer blockage 172 Hardy Ave Paraburadoo	704.00	
SI24029	18/12/2019	BYBLOS CONSTRUCTIONS-TOM PRICE	Labour and after hours callout fee to investigate and unblock sewer Ashburton Hall Paraburadoo	792.00	
SI24031	19/12/2019	BYBLOS CONSTRUCTIONS-TOM PRICE	Design and construct sheltered BBQ facility Paraburadoo Pool	128513.00	
SI24032	19/12/2019	BYBLOS CONSTRUCTIONS-TOM PRICE	Labour and materials to relocate RPZD Paraburadoo Pool	2420.00	
SI24033	19/12/2019	BYBLOS CONSTRUCTIONS-TOM PRICE	Labour and machinery to remove and dispose of underground pit Paraburadoo Pool	1430.00	
SI24068	19/12/2019	BYBLOS CONSTRUCTIONS-TOM PRICE	Labour and materials to replace 2x smashed windows at the Civic Centre Area W Tom Price	2772.00	
SI24069	19/12/2019	BYBLOS CONSTRUCTIONS-TOM PRICE	Supply and install fan and light 178 Cassia St Tom Price	836.00	
SI24070	19/12/2019	BYBLOS CONSTRUCTIONS-TOM PRICE	Labour, materials and machinery to install steel portal and modify gate/latch Administration Building Tom Price	1078.00	
SI24071	19/12/2019	BYBLOS CONSTRUCTIONS-TOM PRICE	Labour, materials and equipment to paint over graffiti on the roof Civic Centre Area W Tom Price	4312.00	
		BYBLOS CONSTRUCTIONS-TOM PRICE		143539.00	143539.00
EFT50598	20/01/2020	CABCHARGE AUSTRALIA LIMITED	Payment		317.01
25069995P1913	30/12/2019	CABCHARGE AUSTRALIA LIMITED	Cabcharge for period 02/12/2019 - 29/12/2019	317.01	
		CABCHARGE AUSTRALIA LIMITED		317.01	317.01
EFT50599	20/01/2020	CALTEX AUSTRALIA PETROLEUM PTY LTD	Payment		8309.71
0301814858	31/12/2019	CALTEX AUSTRALIA PETROLEUM PTY LTD	Fuel usage 01/12/2019 - 31/12/2019 (5,158.06x litres)	8309.71	
		CALTEX AUSTRALIA PETROLEUM PTY LTD		8309.71	8309.71
EFT50600	20/01/2020	CASTLEDINE GREGORY	Payment		871.20
00004338	02/01/2020	CASTLEDINE GREGORY	Professional legal fees Matter No: 0162-0009	871.20	
		CASTLEDINE GREGORY		871.20	871.20
EFT50601	20/01/2020	CIVIC LEGAL	Payment		23192.40
506067	31/12/2019	CIVIC LEGAL	Professional legal fees Matter No: ADR/150896	138.60	
506068	31/12/2019	CIVIC LEGAL	Professional legal fees Matter No: ADR/150951	2032.80	
506069	31/12/2019	CIVIC LEGAL	Professional legal fees Matter No: ADR/150993	1755.60	
506078	31/12/2019	CIVIC LEGAL	Professional legal fees Matter No: ADR/151035	3603.60	
506079	31/12/2019	CIVIC LEGAL	Professional legal fees Matter No: ADR/151018	2171.40	
506082	31/12/2019	CIVIC LEGAL	Professional legal fees Matter No: ADR/151040	5959.80	
506083	31/12/2019	CIVIC LEGAL	Professional legal fees Matter No: ADR/151047	3049.20	
506104	31/12/2019	CIVIC LEGAL	Professional legal fees Matter No: ADR/151041	2356.20	
506106	31/12/2019	CIVIC LEGAL	Professional legal fees Matter No: ADR/151041	2125.20	
		CIVIC LEGAL		23192.40	23192.40
EFT50602	20/01/2020	CONSTRUCTION TRAINING FUND	Payment		16510.31
T1	16/01/2020	CONSTRUCTION TRAINING FUND	CITF levy collected for the month of December 2019	16510.31	
		CONSTRUCTION TRAINING FUND		16510.31	16510.31
EFT50603	20/01/2020	CORPORATE TRAVEL MANAGEMENT PTY LTD	Payment		15521.90
I.0011872181	05/11/2019	CORPORATE TRAVEL MANAGEMENT PTY LTD	Booking #B8876920 - Service fee on accomodation for Contractor 07/12/2019-08/12/2019	5.01	
I.0011881458	06/11/2019	CORPORATE TRAVEL MANAGEMENT PTY LTD	Booking #B8883762 - Service fee on accommodation for Employee #1680 16/12/2019 - 18/12/2019	5.01	
I.0011881450	06/11/2019	CORPORATE TRAVEL MANAGEMENT PTY LTD	Booking #B8883760 - Service fee on accommodation for Employee #1576 16/12/2019 - 18/12/2019	5.01	
I.0011881452	06/11/2019	CORPORATE TRAVEL MANAGEMENT PTY LTD	Booking #B8883761 - Service fee on accommodation for Employee #1375 16/12/2019 - 18/12/2019	5.01	
I.0011922139	13/11/2019	CORPORATE TRAVEL MANAGEMENT PTY LTD	Booking #B8912815 - Service fee on accomodation for Contractor 07/12/2019-08/12/2019	5.01	
I.0011922290	13/11/2019	CORPORATE TRAVEL MANAGEMENT PTY LTD	Booking #B8912851 - Service fee on accomodation for Contractor 07/12/2019-08/12/2019	5.01	
I.0012007478	26/11/2019	CORPORATE TRAVEL MANAGEMENT PTY LTD	Booking #B8971234 - Service fee on accomodation for Employee #660 02/12/2019-06/12/2019	5.01	
I.0012006780	26/11/2019	CORPORATE TRAVEL MANAGEMENT PTY LTD	Booking #B8970579 - Service fee on accomodation for Employee #1576 12/12/2019-13/12/2019	5.01	
I.0012019066	27/11/2019	CORPORATE TRAVEL MANAGEMENT PTY LTD	Booking #B8980038 - Service fee on accomodation for Contractor 07/12/2019-08/12/2019	5.01	
I.0012019091	27/11/2019	CORPORATE TRAVEL MANAGEMENT PTY LTD	Booking #B8980052 - Service fee on accomodation for Contractor 07/12/2019-08/12/2019	5.01	
I.0012019094	27/11/2019	CORPORATE TRAVEL MANAGEMENT PTY LTD	Booking #B8980057 - Service fee on accomodation for Contractor 07/12/2019-08/12/2019	5.01	
I.0012017548	27/11/2019	CORPORATE TRAVEL MANAGEMENT PTY LTD	Booking #B8978852 - Service fee on accomodation for Employee #1680 02/12/2019-04/12/2019	5.01	
I.0012039279	02/12/2019	CORPORATE TRAVEL MANAGEMENT PTY LTD	Booking #B8992559 - Service fee on accomodation for Employee #1522 04/12/2019-05/12/2019	5.01	
I.0012039326	02/12/2019	CORPORATE TRAVEL MANAGEMENT PTY LTD	Booking #B8993647 - Service fee on accomodation for Employee #1618 04/12/2019-10/12/2019	5.01	
I.0012070833	06/12/2019	CORPORATE TRAVEL MANAGEMENT PTY LTD	Booking #B9014237 - Qantas & Virgin (Perth-Para Onslow-Perth) for Director C/S partner 14/12/2019-17/12/2019	615.83	
I.0012071696	06/12/2019	CORPORATE TRAVEL MANAGEMENT PTY LTD	Booking #B8987968 - Qantas flights (Perth-Para-Perth) for Contractor 08/12/2019-10/12/2019	187.60	

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Reference Number	Date	Name	Description	Invoice Amount	Payment Amount
I.0012070822	06/12/2019	CORPORATE TRAVEL MANAGEMENT PTY LTD	Booking #B9014236 - Qantas & Virgin (Perth-Para Onslow-Perth) for Employee #1784 14/12/2019-17/12/2019	615.83	
I.0012080258	09/12/2019	CORPORATE TRAVEL MANAGEMENT PTY LTD	Booking #B9020328 less credit- Qantas flight (Para-Perth-Para) for Employee #1769 21/12/2019 - 27/12/2019	62.53	
I.0012080124	09/12/2019	CORPORATE TRAVEL MANAGEMENT PTY LTD	Booking #B9021118 - Qantas flights (Paraburdoo-Perth) for Temp Contractor 20/12/2019	718.53	
I.0012077045	09/12/2019	CORPORATE TRAVEL MANAGEMENT PTY LTD	Booking #B9018920 - Service fee on accomodation for Employee #1784 16/12/2019-17/12/2019	5.01	
I.0012088484	11/12/2019	CORPORATE TRAVEL MANAGEMENT PTY LTD	Booking #B8992559 - Accomodation and meals for Employee #1522 04/12/2019-05/12/2019	245.11	
I.0012093456	11/12/2019	CORPORATE TRAVEL MANAGEMENT PTY LTD	Booking #B8978852 - Accomodation and meals for Employee #1680 02/12/2019-05/12/2019	715.11	
I.0012094596	11/12/2019	CORPORATE TRAVEL MANAGEMENT PTY LTD	Booking #B8971234 - Accomodation and meals for Employee #660 02/12/2019-06/12/2019	950.11	
I.0012099542	12/12/2019	CORPORATE TRAVEL MANAGEMENT PTY LTD	Booking #B8980052 - Accomodation and meals for Contractor 07/12/2019-08/12/2019	308.11	
I.0012099626	12/12/2019	CORPORATE TRAVEL MANAGEMENT PTY LTD	Booking #B8980057 - Accomodation and meals for Contractor 07/12/2019-08/12/2019	308.11	
I.0012099474	12/12/2019	CORPORATE TRAVEL MANAGEMENT PTY LTD	Booking #B8876920 - Accomodation and meals for Contractor 07/12/2019-08/12/2019	245.11	
I.0012099491	12/12/2019	CORPORATE TRAVEL MANAGEMENT PTY LTD	Booking #B8912815 - Accomodation and meals for Contractor 07/12/2019-08/12/2019	245.11	
I.0012099467	12/12/2019	CORPORATE TRAVEL MANAGEMENT PTY LTD	Booking #B8912851 - Accomodation and meals for Contractor 07/12/2019-08/12/2019	245.11	
I.0012106541	13/12/2019	CORPORATE TRAVEL MANAGEMENT PTY LTD	Booking #B8980038 - Accomodation and meals for Contractor 07/12/2019-08/12/2019	308.11	
I.0012103127	13/12/2019	CORPORATE TRAVEL MANAGEMENT PTY LTD	Booking #B9035067 - Qantas flights (Perth-Para-Perth) for Contractor 16/12/2019	1210.18	
I.0012107108	13/12/2019	CORPORATE TRAVEL MANAGEMENT PTY LTD	Booking #B8891560 - Meals for Councillor 24/11/2019 - 26/11/2019	35.11	
I.0012119796	17/12/2019	CORPORATE TRAVEL MANAGEMENT PTY LTD	Booking #B9045902 - Qantas flights (Para-Perth-Adelaide) for Employee #1628 15/02/20	460.50	
I.0012118960	17/12/2019	CORPORATE TRAVEL MANAGEMENT PTY LTD	Booking #B8993647 - Accomodation and meals for Employee #1618 04/12/2019-10/12/2019	1655.11	
I.0012126028	18/12/2019	CORPORATE TRAVEL MANAGEMENT PTY LTD	Booking #B9049361 - Qantas flights (Perth-Para-Perth) for Employee #1364 02/02/20-07/02/20	840.89	
I.0012120795	18/12/2019	CORPORATE TRAVEL MANAGEMENT PTY LTD	Booking #B8970579 - Accomodation cancelation fee for Employee #1576 12/12/2019-13/12/2019	210.11	
I.0012130391	19/12/2019	CORPORATE TRAVEL MANAGEMENT PTY LTD	Booking #B9052109 - Qantas flights (Perth-Para) for Employee #1782 03/01/2020	348.54	
I0012135810	20/12/2019	CORPORATE TRAVEL MANAGEMENT PTY LTD	Booking #B9055268 - Qantas flights (Perth-Para-Perth) for Contractor 07/01/2020-31/01/2020	840.89	
I.0012139093	21/12/2019	CORPORATE TRAVEL MANAGEMENT PTY LTD	Booking #B9018920 - Accomodation and meals for Employee #1784 16/12/2019-17/12/2019	245.11	
I.0012146964	24/12/2019	CORPORATE TRAVEL MANAGEMENT PTY LTD	Booking #B8745738 - Accommodation and meals for Councillor 16/12/2019 - 18/12/2019	520.11	
I.0012146811	24/12/2019	CORPORATE TRAVEL MANAGEMENT PTY LTD	Booking #B8745739 - Accommodation and meals for Councillor 16/12/2019 - 18/12/2019	480.11	
I.0012146858	24/12/2019	CORPORATE TRAVEL MANAGEMENT PTY LTD	Booking #B8748383 - Accomodation and meals for Councillor 17/12/2019-18/12/2019	245.11	
I.0012146870	24/12/2019	CORPORATE TRAVEL MANAGEMENT PTY LTD	Booking #B8748381 - Accomodation and meals for Councillor 17/12/2019-18/12/2019	245.11	
I.0012147964	27/12/2019	CORPORATE TRAVEL MANAGEMENT PTY LTD	Booking #B8883762 - Accommodation and meals for Employee #1680 16/12/2019 - 18/12/2019	455.62	
I.0012159129	02/01/2020	CORPORATE TRAVEL MANAGEMENT PTY LTD	Booking #B8745727 - Accommodation and meals for Councillor 16/12/2019 - 18/12/2019	480.11	
I.0012159044	02/01/2020	CORPORATE TRAVEL MANAGEMENT PTY LTD	Booking #B8745744 - Accommodation and meals for Councillor 16/12/2019 - 18/12/2019	480.11	
I.0012182921	08/01/2020	CORPORATE TRAVEL MANAGEMENT PTY LTD	Booking #B8841735 - Accommodation and meals for Councillor 16/12/2019 - 18/12/2019	480.11	
I.0012192014	10/01/2020	CORPORATE TRAVEL MANAGEMENT PTY LTD	Booking #B8883760 - Accommodation and meals for Employee #1576 16/12/2019 - 18/12/2019	443.61	
		CORPORATE TRAVEL MANAGEMENT PTY LTD		15521.90	15521.90
EFT50604	20/01/2020	DEPARTMENT OF MINES, INDUSTRY REGULATION	Payment		9818.91
T2	16/01/2020	DEPARTMENT OF MINES, INDUSTRY REGULATION	BRB levy collected on approved applications for the month of December 2019	9818.91	
		DEPARTMENT OF MINES, INDUSTRY REGULATION		9818.91	9818.91
EFT50605	20/01/2020	DICE SOLUTIONS	Payment		11059.94
13840	18/12/2019	DICE SOLUTIONS	Supply and freight Dynacord DSA Power Amplifier 900w x2 RM Forrest Memorial Hall Onslow	2652.12	
13827	18/12/2019	DICE SOLUTIONS	Labour and materials to rectify electrical issues identified during electrical testing Onslow Visitor Centre	6679.98	
13844	19/12/2019	DICE SOLUTIONS	Partial credit inv 13840 18/12/2019 - overcharge on freight	-12.65	
13851	20/12/2019	DICE SOLUTIONS	Labour and materials to replace 3x lamps and 1x ballast to light fittings Carinya Unit 1	266.76	
13854	20/12/2019	DICE SOLUTIONS	Labour and materials to test earthing on power boxes and make repairs OVCP	1250.70	
13863	30/12/2019	DICE SOLUTIONS	Labour and materials to re-align and service gates after heavy winds Onslow Pool	223.03	
		DICE SOLUTIONS		11059.94	11059.94
EFT50606	20/01/2020	DOUG DIVER	Payment		798.66
CRTRAVEL20200110	10/01/2020	DOUG DIVER	Councillor travel expense to attend Ordinary Meeting of Council in Onslow 17/12/2019	798.66	
		DOUG DIVER		798.66	798.66
EFT50607	20/01/2020	EASIFLEET PTY LTD	Payment		3489.88
130959	01/01/2020	EASIFLEET PTY LTD	Novated leases Employee #1364 and #1613	3489.88	
		EASIFLEET PTY LTD		3489.88	3489.88
EFT50608	20/01/2020	FRANK RICHARDSON	Payment		298.40
T6602	16/01/2020	FRANK RICHARDSON	Total sales for December 2019 Frank Richardson	298.40	
		FRANK RICHARDSON		298.40	298.40
EFT50609	20/01/2020	GRAEME G HAMMOND	Payment		21.25
T6608	16/01/2020	GRAEME G HAMMOND	Total sales for December 2019 Greame G Hammond	21.25	
		GRAEME G HAMMOND		21.25	21.25

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EFT50610	20/01/2020	GRATEFUL REMNANTS	Payment		15.40
T6618	16/01/2020	GRATEFUL REMNANTS	Total sales for December 2019 Grateful Remnants	15.40	
		GRATEFUL REMNANTS		15.40	15.40
EFT50611	20/01/2020	INITIAL HYGIENE / PINK HYGIENE SOLUTIONS	Payment		3166.37
96551109	13/12/2019	INITIAL HYGIENE / PINK HYGIENE SOLUTIONS	Contract #K63/C/54045341 - Hygiene services for 32x Shire Facilities for period 28/01/2020 - 27/02/2020	3166.37	
		INITIAL HYGIENE / PINK HYGIENE SOLUTIONS		3166.37	3166.37
EFT50612	20/01/2020	INTEGRITY COACH LINES (AUST) P/L	Payment		210.80
T6504	16/01/2020	INTEGRITY COACH LINES (AUST) P/L	Total sales for December 2019 Integrity Coach Lines	210.80	
		INTEGRITY COACH LINES (AUST) P/L		210.80	210.80
EFT50613	20/01/2020	J BLACKWOOD & SON PTY LTD	Payment		277.99
PE6766VA	23/12/2019	J BLACKWOOD & SON PTY LTD	1x pair safety specs Tom Price Depot	33.20	
PE5453VB	30/12/2019	J BLACKWOOD & SON PTY LTD	2x pairs safety boots Tom Price Depot	244.79	
		J BLACKWOOD & SON PTY LTD		277.99	277.99
EFT50614	20/01/2020	JACARU AUSTRALIA PTY LTD	Payment		1288.03
1781	19/11/2019	JACARU AUSTRALIA PTY LTD	39x hats for sale TPVC	1288.03	
		JACARU AUSTRALIA PTY LTD		1288.03	1288.03
EFT50615	20/01/2020	JAMIE RICHARDSON	Payment		966.28
CRTRAVEL20200110	10/01/2020	JAMIE RICHARDSON	Councillor travel expense to attend Ordinary Meeting of Council in Onslow 17/12/2019	966.28	
		JAMIE RICHARDSON		966.28	966.28
EFT50616	20/01/2020	JOLLY GOOD AUTO ELECTRICS (KUSTOMIZED)	Payment		3913.25
00083888	23/12/2019	JOLLY GOOD AUTO ELECTRICS (KUSTOMIZED)	Supply and program 5x new 2-way radios, speaker mics and private channel Tom Price Pool	3913.25	
		JOLLY GOOD AUTO ELECTRICS (KUSTOMIZED)		3913.25	3913.25
EFT50617	20/01/2020	JON TAPPER #1157	Payment		123.50
EXPENSE20200107	07/01/2020	JON TAPPER #1157	Reimbursement for springwater, hose fitting and huggies Paraburdoo Pool	123.50	
		JON TAPPER #1157		123.50	123.50
EFT50618	20/01/2020	JOYCE KRANE	Payment		209.00
20193573	18/12/2019	JOYCE KRANE	25T crane hire for shoring box removal 09/12/2019 Onslow Cemetery	209.00	
		JOYCE KRANE		209.00	209.00
EFT50619	20/01/2020	KC DISTRIBUTORS (AUST) PTY LTD	Payment		3535.40
66875	26/11/2019	KC DISTRIBUTORS (AUST) PTY LTD	50x printed polos and 44x pairs shorts for Lifeguards Tom Price Pool	3535.40	
		KC DISTRIBUTORS (AUST) PTY LTD		3535.40	3535.40
EFT50620	20/01/2020	L.E'S PHOTOGRAPHY - PILBARA COLOURS BY LE	Payment		225.25
T6610	16/01/2020	L.E'S PHOTOGRAPHY - PILBARA COLOURS BY LE	Total sales for December 2019 Pilbara Colours	225.25	
		L.E'S PHOTOGRAPHY - PILBARA COLOURS BY LE		225.25	225.25
EFT50621	20/01/2020	LESTOK TOURS PTY LTD	Payment		7659.14
00010897	02/01/2020	LESTOK TOURS PTY LTD	1x airport bus transfer Employee #1364 20/12/2019	33.00	
00010898	02/01/2020	LESTOK TOURS PTY LTD	6x airport bus transfers and 1x cancellation HR - 1x new employee and spouse, 1x trainer and 2x contractors	203.00	
T6501	16/01/2020	LESTOK TOURS PTY LTD	Mine tours for October 2019	7423.14	
		LESTOK TOURS PTY LTD		7659.14	7659.14
EFT50622	20/01/2020	LGIS (PREVIOUSLY WORKCARE)	Payment		14197.55
100-136819	19/11/2019	LGIS (PREVIOUSLY WORKCARE)	Property insurance adjustments for period 2018-2019	14197.55	
		LGIS (PREVIOUSLY WORKCARE)		14197.55	14197.55
EFT50623	20/01/2020	LILLA FOLK	Payment		22.10
T6619	16/01/2020	LILLA FOLK	Total sales for December 2019 Lilla Folk	22.10	
		LILLA FOLK		22.10	22.10
EFT50624	20/01/2020	LINTON RUMBLE	Payment		771.05
CRTRAVEL20200110	10/01/2020	LINTON RUMBLE	Councillor travel expense to attend Ordinary Meeting of Council in Onslow 17/12/2019	771.05	
		LINTON RUMBLE		771.05	771.05
EFT50625	20/01/2020	MATIC TRANSPORT	Payment		93.50
00001773	31/10/2019	MATIC TRANSPORT	Freight charges for TV and mount from Harvey Norman Karratha to Onslow Airport 01/10/2019	93.50	
		MATIC TRANSPORT		93.50	93.50
EFT50626	20/01/2020	MAY BYRNE	Payment		17.00
T6614	16/01/2020	MAY BYRNE	Total sales for December 2019 May Byrne	17.00	
		MAY BYRNE		17.00	17.00

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EFT50627	20/01/2020	MCLEODS BARRISTERS & SOLICITORS	Payment		4086.69
111571	19/12/2019	MCLEODS BARRISTERS & SOLICITORS MCLEODS BARRISTERS & SOLICITORS	Professional legal fees Matter No: 42081	4086.69	
				4086.69	4086.69
EFT50628	20/01/2020	MICHAELA DRUMMOND	Payment		311.76
EXPENSE20200102	02/01/2020	MICHAELA DRUMMOND MICHAELA DRUMMOND	Reimbursement for items for January SHP Pannawonica	311.76	
				311.76	311.76
EFT50629	20/01/2020	NER FINANCE	Payment		2679.60
NA00114258	18/12/2019	NER FINANCE NER FINANCE	Printer rental 01/01/2020 - 31/01/2020 Tom Price, Onslow & Pannawonica Admin	2679.60	
				2679.60	2679.60
EFT50630	20/01/2020	NORTH WEST MINING AND CIVIL	Payment		901.00
81200	08/12/2019	NORTH WEST MINING AND CIVIL NORTH WEST MINING AND CIVIL	Septic waste removal 08/12/2019 Paraburdoo Child Care Centre	901.00	
				901.00	901.00
EFT50631	20/01/2020	NORWEST REFRIGERATION SERVICES	Payment		3435.30
00034045	11/01/2020	NORWEST REFRIGERATION SERVICES	Supply and install replacement compressor to coolroom Tom Price Sports Pavilion	1736.90	
00034055	12/01/2020	NORWEST REFRIGERATION SERVICES	Labour and materials to investigate and repair fridge in toddler room Paraburdoo Child Care Centre	594.00	
00034061	12/01/2020	NORWEST REFRIGERATION SERVICES	Labour and materials to inspect, clean and repair ice machine in first aid room Tom Price Sports Pavilion	464.20	
00034062	12/01/2020	NORWEST REFRIGERATION SERVICES	Labour and materials to replace front panel assembly to air conditioner 27 Willow Rd Tom Price	223.30	
00034066	12/01/2020	NORWEST REFRIGERATION SERVICES NORWEST REFRIGERATION SERVICES	Labour and materials to replace noisy fan motor and bearings to lounge airconditioner 1152 Tarwonga Ct Tom Price	416.90	
				3435.30	3435.30
EFT50632	20/01/2020	ONSLow BEACH RESORT	Payment		260.00
15127	17/12/2019	ONSLow BEACH RESORT	Meals for spouse travelling with new employee 16/12/2019	65.00	
15158	20/12/2019	ONSLow BEACH RESORT	2x all meals vouchers - Infrastructure 18/12/2019 - 20/12/2019	130.00	
15218	13/01/2020	ONSLow BEACH RESORT ONSLow BEACH RESORT	1x all meals voucher - Infrastructure 11/01/2020	65.00	
				260.00	260.00
EFT50633	20/01/2020	ONSLow GENERAL STORE	Payment		953.57
PE-15/12/2019	09/12/2019	ONSLow GENERAL STORE	Onslow Consumables 09/12/2019 - 15/12/2019	233.80	
60103-22/12/2019	16/12/2019	ONSLow GENERAL STORE	Consumables order for Onslow Swimming Pool to onward sell in kiosk	517.05	
PE-22/12/2019	16/12/2019	ONSLow GENERAL STORE	Onslow Consumables 16/12/2019 - 22/12/2019	110.78	
PE-29/12/2019	23/12/2019	ONSLow GENERAL STORE	Onslow consumables 23/12/2019 - 29/12/2019	59.24	
PE-05/01/2020	30/12/2019	ONSLow GENERAL STORE ONSLow GENERAL STORE	Onslow consumables 30/12/2019 - 05/01/2020	32.70	
				953.57	953.57
EFT50634	20/01/2020	ONSLow PRIMARY SCHOOL	Payment		7337.63
630	18/12/2019	ONSLow PRIMARY SCHOOL ONSLow PRIMARY SCHOOL	Water usage Onslow Primary School/Community Garden 02/10/19 - 04/12/2019	7337.63	
				7337.63	7337.63
EFT50635	20/01/2020	OPEN SYSTEMS SUPPORT (AUST) PTY LTD	Payment		7936.50
00027291	19/12/2019	OPEN SYSTEMS SUPPORT (AUST) PTY LTD OPEN SYSTEMS SUPPORT (AUST) PTY LTD	Senior ICT Consulting services 25/11/2019 - 22/12/2019	7936.50	
				7936.50	7936.50
EFT50636	20/01/2020	PARABURDOO IGA	Payment		307.12
00248697	27/12/2019	PARABURDOO IGA	Kiosk supplies Paraburdoo Pool	168.70	
00249471	31/12/2019	PARABURDOO IGA	Refreshments for staff training sessions Paraburdoo Pool	106.52	
00252259	10/01/2020	PARABURDOO IGA PARABURDOO IGA	2x 15L springwater less 2x returns Strategic Partnership Office Paraburdoo	31.90	
				307.12	307.12
EFT50637	20/01/2020	PAUL MAYNARD AND ASSOCIATES	Payment		376.70
3018_W	09/01/2020	PAUL MAYNARD AND ASSOCIATES PAUL MAYNARD AND ASSOCIATES	13x pairs sunglasses and 10x watches for sale TPVC	376.70	
				376.70	376.70
EFT50638	20/01/2020	PETER BEACHAM	Payment		9345.50
767	13/01/2020	PETER BEACHAM PETER BEACHAM	Labour & materials patch and paint walls & ceilings, supply & install new blinds 335 First Ave Onslow	9345.50	
				9345.50	9345.50
EFT50639	20/01/2020	PILBARA FOOD SERVICES	Payment		833.22
SI110063	17/12/2019	PILBARA FOOD SERVICES	Kiosk supplies Tom Price Pool	412.46	
SC10418	18/12/2019	PILBARA FOOD SERVICES	Partial credit inv SI110063 - snickers out of stock	-81.39	
SI110088	19/12/2019	PILBARA FOOD SERVICES	4x cartons 1L UHT milk Tom Price Depot	98.00	
SI110400	07/01/2020	PILBARA FOOD SERVICES	Transport 1x double door glass freezer from Wangara to BFB Tom Price	319.00	
SI110431	09/01/2020	PILBARA FOOD SERVICES PILBARA FOOD SERVICES	3x cartons 1L UHT milk Tom Price Administration	85.15	
				833.22	833.22

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EFT50640	20/01/2020	POSTIES GENERAL STORE	Payment		128.49
00001648	31/12/2019	POSTIES GENERAL STORE	Stationery and newspaper deliveries for Onslow Administration 01/12/2019 - 31/12/2019	128.49	
		POSTIES GENERAL STORE		128.49	128.49
EFT50641	20/01/2020	PRENSA PTY LTD	Payment		1034.00
41314	16/11/2019	PRENSA PTY LTD	Inspection and supply of asbestos clearance certificate Ashburton Hall Paraburdoo storeroom 05/12/2019	1034.00	
		PRENSA PTY LTD		1034.00	1034.00
EFT50642	20/01/2020	PROMPT CONTRACTING AND FENCING PTY LTD	Payment		968.00
00004094	19/12/2019	PROMPT CONTRACTING AND FENCING PTY LTD	10x remote controls for auto gates Onslow Depot	968.00	
		PROMPT CONTRACTING AND FENCING PTY LTD		968.00	968.00
EFT50643	20/01/2020	RANKIN ELLISON LAWYERS	Payment		109529.35
30773	07/01/2020	RANKIN ELLISON LAWYERS	Professional legal fees Ref No: NBP:HTV:181728 December 2018 - 30 November 2019	109529.35	
		RANKIN ELLISON LAWYERS		109529.35	109529.35
EFT50644	20/01/2020	RENAE MADE IT	Payment		96.90
T6616	16/01/2020	RENAE MADE IT	Total sales for December 2019 Renae Made It	96.90	
		RENAE MADE IT		96.90	96.90
EFT50645	20/01/2020	RMS	Payment		2574.00
91388464	23/12/2019	RMS	Annual RMS User Licence x2 OVCP 01/02/2020 - 31/01/2021	2574.00	
		RMS		2574.00	2574.00
EFT50646	20/01/2020	RODNEY MARK SMALLACOMBE	Payment		1440.00
054	14/01/2020	RODNEY MARK SMALLACOMBE	Rent 395 Bruce Ave Paraburdoo 01/02/2020 - 28/02/2020	1440.00	
		RODNEY MARK SMALLACOMBE		1440.00	1440.00
EFT50647	20/01/2020	RORY DE PLEDGE	Payment		187.34
CRTRAVEL20200110	10/01/2020	RORY DE PLEDGE	Councillor travel expense to attend Ordinary Meeting of Council in Onslow 17/12/2019	187.34	
		RORY DE PLEDGE		187.34	187.34
EFT50648	20/01/2020	SAI GLOBAL LTD	Payment		104.89
SAIG11S-1002755	20/12/2019	SAI GLOBAL LTD	Australian Standard AS 4970-2009 Protection of Trees on Development Sites	104.89	
		SAI GLOBAL LTD		104.89	104.89
EFT50649	20/01/2020	SHIRE OF ASHBURTON	Payment		1398.14
33743	02/07/2019	SHIRE OF ASHBURTON	Annual food registration fee Onslow MPC expiry 30/06/2020	632.00	
20200021	15/01/2020	SHIRE OF ASHBURTON	Building permit application fee & building services levy - installation of AFL rebound nets Tom Price Clem Thompson Oval	226.65	
T1	16/01/2020	SHIRE OF ASHBURTON	CITF commissions collected for December 2019	107.25	
T2	16/01/2020	SHIRE OF ASHBURTON	Commissions collected on approved applications in December 2019	335.00	
T6501	16/01/2020	SHIRE OF ASHBURTON	Rio commission - Mine tours for October 2019	97.24	
		SHIRE OF ASHBURTON		1398.14	1398.14
EFT50650	20/01/2020	SONIC HEALTH PLUS PTY LTD	Payment		2011.24
1958243	19/12/2019	SONIC HEALTH PLUS PTY LTD	Pre-employment medical and DAS for JA.266 1712/2019	457.60	
1959492	20/12/2019	SONIC HEALTH PLUS PTY LTD	Pre-employment medical and DAS for JA.137 19/12/2019	619.30	
1960714	23/12/2019	SONIC HEALTH PLUS PTY LTD	Pre-employment DAS for JA.214 20/12/2019	71.50	
1961448	24/12/2019	SONIC HEALTH PLUS PTY LTD	Pre-employment DAS for JA.214 23/12/2019	100.54	
1963567	03/01/2020	SONIC HEALTH PLUS PTY LTD	Pre-employment medical and DAS for JA.23 02/01/2020	71.50	
1963568	03/01/2020	SONIC HEALTH PLUS PTY LTD	Pre-employment medical and DAS for contract labour hire candidate 02/01/2020	71.50	
1965503	08/01/2020	SONIC HEALTH PLUS PTY LTD	Pre-employment medical and DAS for JA.282 07/01/2020	619.30	
		SONIC HEALTH PLUS PTY LTD		2011.24	2011.24
EFT50651	20/01/2020	ST JOHN AMBULANCE TOM PRICE	Payment		17.45
T6620	16/01/2020	ST JOHN AMBULANCE TOM PRICE	Total sales for December 2019 St John Ambulance Tom Price	17.45	
		ST JOHN AMBULANCE TOM PRICE		17.45	17.45
EFT50652	20/01/2020	STEVEN DECKERT #1769	Payment		2004.58
EXPENSE20200110	10/01/2020	STEVEN DECKERT #1769	Reimbursement for expenses as per Letter of Engagement while Acting CEO (sustenance, return flights, airport transfers)	2004.58	
		STEVEN DECKERT #1769		2004.58	2004.58
EFT50653	20/01/2020	SYBA SIGNS	Payment		83.60
00083079	07/11/2019	SYBA SIGNS	New opening hours sign Tom Price Administration Building	83.60	
		SYBA SIGNS		83.60	83.60

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EFT50654	20/01/2020	THALANYJI SERVICE STATIONS	Payment		2197.60
11-104726	09/12/2019	THALANYJI SERVICE STATIONS	50.42L Diesel fuel for PSD08 - 2016 Toyota Hiace Van (AS9109)	87.93	
11-104895	11/12/2019	THALANYJI SERVICE STATIONS	81.11L Diesel fuel for Onslow waste transfer station	141.46	
1-172406	12/12/2019	THALANYJI SERVICE STATIONS	102.16L Diesel fuel for PLD12 - 2013 Komatsu 6 Wheel Loader	178.17	
11-104991	12/12/2019	THALANYJI SERVICE STATIONS	22.16L Diesel fuel for PRM17 - Kubota Ride on Mower (AS319)	38.65	
11-105075	13/12/2019	THALANYJI SERVICE STATIONS	5.00L Unleaded fuel for PSD08 - 2016 Toyota Hiace Van (AS9109)	9.46	
11-105087	13/12/2019	THALANYJI SERVICE STATIONS	7.23L Unleaded fuel for PUT120 - Toyota Hilux 4x4	13.67	
11-105261	15/12/2019	THALANYJI SERVICE STATIONS	59.73L Unleaded fuel for PUT105 - Toyota Hilux 4x2 (AS9112)	112.96	
11-105348	16/12/2019	THALANYJI SERVICE STATIONS	56.08L Unleaded fuel for PUT117 - Toyota Hilux 2.7 Workmate	106.04	
11-105359	16/12/2019	THALANYJI SERVICE STATIONS	65.22L Unleaded fuel for PUT107 - 2015 Toyota hilux 4x2 (AS9107)	123.33	
11.105401	17/12/2019	THALANYJI SERVICE STATIONS	10.02L Diesel fuel for PSD08 - 2016 Toyota Hiace Van	17.47	
1-173275	17/12/2019	THALANYJI SERVICE STATIONS	80.07L Diesel fuel for Waste Transfer Station Onslow	139.64	
11-105472	18/12/2019	THALANYJI SERVICE STATIONS	28.43L Diesel fuel for PSW83 - 2017 Toyota Fortuner GXL	49.58	
11-105566	19/12/2019	THALANYJI SERVICE STATIONS	46.99L Diesel fuel for PSD08 - 2016 Toyota Hiace Van	81.96	
11-105572	19/12/2019	THALANYJI SERVICE STATIONS	58.15L Unleaded fuel for PUT86 - 2014 Toyota Hilux (AS8712)	109.96	
11-105650	20/12/2019	THALANYJI SERVICE STATIONS	47.82L Diesel fuel for PSW83 - 2017 Toyota Fortuner	83.39	
11-105667	20/12/2019	THALANYJI SERVICE STATIONS	66.79L Unleaded fuel for PUT107 - 2015 Toyota hilux 4x2 (AS9107)	126.30	
1-173763	20/12/2019	THALANYJI SERVICE STATIONS	27.13L Unleaded fuel for PUT118 - Toyota Hilux Workmate	51.28	
1-174186	24/12/2019	THALANYJI SERVICE STATIONS	200L Diesel fuel for PLD12 - 2013 Komatsu 6 Wheel Loader	348.80	
11-106238	30/12/2019	THALANYJI SERVICE STATIONS	70.02L Diesel fuel for PUT118 - Toyota Hilux Workmate	122.11	
11-106522	04/01/2020	THALANYJI SERVICE STATIONS	64.24L Diesel fuel for PUT103 - 2015 Toyota Hilux 4x4 (AS9105)	112.03	
11-106542	04/01/2020	THALANYJI SERVICE STATIONS	34.92L Unleaded fuel for PUT105 - 2015 Toyota Hilux (AS9112)	66.04	
11-106671	07/01/2020	THALANYJI SERVICE STATIONS	40.92L Unleaded fuel for Onslow	77.37	
		THALANYJI SERVICE STATIONS		2197.60	2197.60
EFT50655	20/01/2020	TNT EXPRESS	Payment		113.38
57615902	21/12/2019	TNT EXPRESS	Freight charges Tom Price to Pathwest for water sample testing 10/12/2019	113.38	
		TNT EXPRESS		113.38	113.38
EFT50656	20/01/2020	TOLL TRANSPORT PTY LTD	Payment		1276.31
0341-80742816	15/12/2019	TOLL TRANSPORT PTY LTD	Freight charges Onslow 11/12/2019 - 13/12/2019	177.98	
0342-80742816	22/12/2019	TOLL TRANSPORT PTY LTD	Freight charges Onslow 16/12/2019 - 17/12/2019	1098.33	
		TOLL TRANSPORT PTY LTD		1276.31	1276.31
EFT50657	20/01/2020	TOM PRICE BETTA HOME LIVING	Payment		1534.30
43010003161	07/01/2020	TOM PRICE BETTA HOME LIVING	Linen, crockery, cutlery and appliances 3/2 Kanberra Dr Tom Price	1534.30	
		TOM PRICE BETTA HOME LIVING		1534.30	1534.30
EFT50658	20/01/2020	TOM PRICE HOTEL MOTEL	Payment		152.50
210631	09/12/2019	TOM PRICE HOTEL MOTEL	Meals for Employee #1640 while attending SHREP training 25/11/2019 - 29/11/2019	152.50	
		TOM PRICE HOTEL MOTEL		152.50	152.50
EFT50659	20/01/2020	TRIAD LASER CRAFTS (PREV HOBBYIST ARTIST)	Payment		713.60
T6613	16/01/2020	TRIAD LASER CRAFTS (PREV HOBBYIST ARTIST)	Total sales for December 2019 Triad Laser Crafts	713.60	
		TRIAD LASER CRAFTS (PREV HOBBYIST ARTIST)		713.60	713.60
EFT50660	20/01/2020	VANGUARD PRESS (VANPRESS T/AS)	Payment		179.96
IN024922	31/12/2019	VANGUARD PRESS (VANPRESS T/AS)	Brochure distribution, warehousing and transport TPVC 01/12/2019 - 31/12/2019	179.96	
		VANGUARD PRESS (VANPRESS T/AS)		179.96	179.96
EFT50661	20/01/2020	VIVA ENERGY AUSTRALIA LTD	Payment		17651.30
2739211	31/12/2019	VIVA ENERGY AUSTRALIA LTD	Fuel usage 01/12/2019 - 31/12/2019 (10,439.51x litres)	17651.30	
		VIVA ENERGY AUSTRALIA LTD		17651.30	17651.30
EFT50662	20/01/2020	WALGA - WA LOCAL GOV. ASSOC.	Payment		825.00
I3080432	23/12/2019	WALGA - WA LOCAL GOV. ASSOC.	Annual eLearning subscription Introduction to Local Government December 2019 - December 2020	825.00	
		WALGA - WA LOCAL GOV. ASSOC.		825.00	825.00
EFT50663	20/01/2020	WATER CORPORATION	Payment		987.19
9008515237-0134	09/12/2019	WATER CORPORATION	Water usage for Triplex unit at 8B Anketell Court Onslow 03/10/19 - 05/12/19	175.55	
9018501162-0035	09/12/2019	WATER CORPORATION	Water usage Triplex unit at 8C Anketell Court Onslow 03/10/19 - 05/12/19	300.77	
9018501170-0036	09/12/2019	WATER CORPORATION	Water usage Triplex unit at 8A Anketell Court Onslow 03/10/19 - 05/12/19	196.63	
9008516133-0106	23/12/2019	WATER CORPORATION	Water use and service charge for Slipway Beadon Creek Rd Onslow 05/10/19 - 02/12/19	314.24	
		WATER CORPORATION		987.19	987.19

LIST OF PAYMENTS FOR JANUARY 2020

Reference Number	Date	Name	Description	Invoice Amount	Payment Amount
EFT50664	20/01/2020	WESTCOAST HIFI CANNINGTON	Payment		6738.00
60210018394	26/10/2019	WESTCOAST HIFI CANNINGTON	Supply and install Control 4 Touchscreen wall mounted System, connect to projector, screen & AV system Sports Pavilion	5700.00	
60210019253	30/10/2019	WESTCOAST HIFI CANNINGTON	Control 4 Touchscreen wall mounted System Sports Pavilion Tom Price - additional travel costs	1038.00	
		WESTCOAST HIFI CANNINGTON		6738.00	6738.00
EFT50665	20/01/2020	WESTERN AUSTRALIAN TREASURY CORPORATION	Payment		13449.28
GFEEDDEC19	31/12/2019	WESTERN AUSTRALIAN TREASURY CORPORATION	Loan Guarantee fees for period ending 30/06/2019	13449.28	
		WESTERN AUSTRALIAN TREASURY CORPORATION		13449.28	13449.28
EFT50666	20/01/2020	WHITEHAUS ARCHITECTS PTY LTD	Payment		1089.00
INV-16395	09/01/2020	WHITEHAUS ARCHITECTS PTY LTD	Concept design Onslow Childcare Centre and Gym - Concept design Onslow Childcare Centre and Gym - final	1089.00	
		WHITEHAUS ARCHITECTS PTY LTD		1089.00	1089.00
EFT50667	20/01/2020	WINC AUSTRALIA PTY LIMITED	Payment		1653.83
9028765655	04/10/2019	WINC AUSTRALIA PTY LIMITED	Stationery Tom Price Library	15.25	
9028778005	07/10/2019	WINC AUSTRALIA PTY LIMITED	Stationery Paraburdoo Pool	233.93	
9028792681	08/10/2019	WINC AUSTRALIA PTY LIMITED	Stationery Paraburdoo Pool	20.43	
9028818573	09/10/2019	WINC AUSTRALIA PTY LIMITED	Stationery Paraburdoo Pool	4.52	
9029051285	28/10/2019	WINC AUSTRALIA PTY LIMITED	Stationery Paraburdoo Pool	1.32	
9029103438	31/10/2019	WINC AUSTRALIA PTY LIMITED	Stationery Tom Price Pool	17.05	
9029153839	04/11/2019	WINC AUSTRALIA PTY LIMITED	Stationery Tom Price Library	33.66	
9029161186	04/11/2019	WINC AUSTRALIA PTY LIMITED	Stationery Paraburdoo Pool	1.17	
9029195685	06/11/2019	WINC AUSTRALIA PTY LIMITED	Stationery Paraburdoo Pool	0.66	
9029376239	14/11/2019	WINC AUSTRALIA PTY LIMITED	Stationery Tom Price Administration Building	102.63	
9029471674	18/11/2019	WINC AUSTRALIA PTY LIMITED	Stationery Paraburdoo Strategic Partnership Office	7.47	
9029512890	19/11/2019	WINC AUSTRALIA PTY LIMITED	Stationery Paraburdoo Strategic Partnership Office	14.94	
9029537154	20/11/2019	WINC AUSTRALIA PTY LIMITED	Stationery Paraburdoo Strategic Partnership Office	89.63	
9029581316	21/11/2019	WINC AUSTRALIA PTY LIMITED	Stationery Paraburdoo Pool	11.96	
9029748043	27/11/2019	WINC AUSTRALIA PTY LIMITED	Stationery Tom Price Administration	129.92	
9029742517	27/11/2019	WINC AUSTRALIA PTY LIMITED	Stationery Tom Price Administration	291.89	
9029990339	09/12/2019	WINC AUSTRALIA PTY LIMITED	Stationery Tom Price Administration Building	6.77	
9030090093	11/12/2019	WINC AUSTRALIA PTY LIMITED	Stationery Tom Price Library	25.50	
9030165270	12/12/2019	WINC AUSTRALIA PTY LIMITED	Stationery Tom Price Library	33.04	
9030190430	12/12/2019	WINC AUSTRALIA PTY LIMITED	Stationery Tom Price Pool	74.42	
9030254983	13/12/2019	WINC AUSTRALIA PTY LIMITED	Stationery Tom Price Pool	5.89	
9030582392	18/12/2019	WINC AUSTRALIA PTY LIMITED	Stationery Paraburdoo Administration	244.29	
9030617312	20/12/2019	WINC AUSTRALIA PTY LIMITED	Stationery Paraburdoo Administration	35.24	
9030693459	02/01/2020	WINC AUSTRALIA PTY LIMITED	Stationery Tom Price Administration Building	252.25	
		WINC AUSTRALIA PTY LIMITED		1653.83	1653.83
EFT50668	24/01/2020	ALLIED PICKFORDS (KALGOORLIE)	Payment		8932.00
KGI2027292	10/01/2020	ALLIED PICKFORDS (KALGOORLIE)	Relocation costs Employee #1784	8932.00	
		ALLIED PICKFORDS (KALGOORLIE)		8932.00	8932.00
EFT50669	24/01/2020	AUSTRALIAN TAXATION OFFICE	Payment		175682.00
EXPENSE20200121	21/01/2020	AUSTRALIAN TAXATION OFFICE	December 2019 BAS Payment	175682.00	
		AUSTRALIAN TAXATION OFFICE		175682.00	175682.00
EFT50670	24/01/2020	BENNCO GROUP	Payment		9291.43
BGIN0005239	12/12/2019	BENNCO GROUP	Supply and install 2x new pumps Paraburdoo Child Care Centre	9089.08	
BGINV0005307	17/12/2019	BENNCO GROUP	Supply 10m braided power cord PAC07 - Acero Grader Accommodation/Service Trailer	202.35	
		BENNCO GROUP		9291.43	9291.43
EFT50671	24/01/2020	CARLA LONEY #1684	Payment		108.35
EXPENSE20200107	07/01/2020	CARLA LONEY #1684	Reimbursement for annual professional membership Employee #1684	108.35	
		CARLA LONEY #1684		108.35	108.35
EFT50672	24/01/2020	CASTLE CIVIL (EGAN CIVIL PTY LTD T/AS)	Payment		89128.90
INV-01967	13/12/2019	CASTLE CIVIL (EGAN CIVIL PTY LTD T/AS)	Stormwater drainage renewals - progress claim 45%	89128.90	
		CASTLE CIVIL (EGAN CIVIL PTY LTD T/AS)		89128.90	89128.90
EFT50673	24/01/2020	CHILD SUPPORT AGENCY	Payment		372.49
DEDUCTION	19/01/2020	CHILD SUPPORT AGENCY	Payroll deductions	372.49	
		CHILD SUPPORT AGENCY		372.49	372.49

LIST OF PAYMENTS FOR JANUARY 2020

Reference Number	Date	Name	Description	Invoice Amount	Payment Amount
EFT50674	24/01/2020	CLEANAWAY CO PTY LTD	Payment		86314.96
18863744	31/10/2019	CLEANAWAY CO PTY LTD	Waste haulage services Onslow Waste Transfer Station 01/10/2019 - 31/10/2019	43207.85	
18868564	30/11/2019	CLEANAWAY CO PTY LTD	Waste haulage services Onslow Waste Transfer Station 01/11/2019 - 30/11/2019	43107.11	
		CLEANAWAY CO PTY LTD		86314.96	86314.96
EFT50675	24/01/2020	DEPARTMENT OF PLANNING/LANDS/HERITAGE	Payment		45.84
LD258327	01/01/2020	DEPARTMENT OF PLANNING/LANDS/HERITAGE	Development lease Lot 350 Boonderoo Rd Tom Price 01/01/2020 - 31/01/2020 (Agr# K718211)	45.84	
		DEPARTMENT OF PLANNING/LANDS/HERITAGE		45.84	45.84
EFT50676	24/01/2020	DEPARTMENT OF TRANSPORT	Payment		41.40
041000064861	01/01/2020	DEPARTMENT OF TRANSPORT	Community Jetty Renewal Fee Jetty #2452 Sunrise Beach Onslow	41.40	
		DEPARTMENT OF TRANSPORT		41.40	41.40
EFT50677	24/01/2020	GA & JC WHITMORE	Payment		2383.33
NO12	01/01/2020	GA & JC WHITMORE	Rent 5 Forrest Ct Onslow 27/01/2020 - 26/02/2020	2383.33	
		GA & JC WHITMORE		2383.33	2383.33
EFT50678	24/01/2020	HORIZON POWER	Payment		71646.62
185404-2100479587	01/01/2020	HORIZON POWER	Electricity Onslow Street Lighting 01/10/2019 - 31/12/2019	187.18	
199906-2100479549	01/01/2020	HORIZON POWER	Electricity Onslow Street Lighting 01/12/2019 - 31/12/2019	5422.83	
429663-2100480034	02/01/2020	HORIZON POWER	Electricity 643 McRae Pl - Onslow Swimming Pool 03/12/2019 - 01/01/2020	4562.96	
265568-2100482653	07/01/2020	HORIZON POWER	Electricity Lot 16 Onslow Rd Onslow Airport 07/11/2019 - 06/01/2020	26242.12	
326799-2100482652	07/01/2020	HORIZON POWER	Electricity Unit A/51 Third Ave Onslow - Onslow Oval 07/11/2019 - 06/01/2020	6490.57	
354537-2100482742	07/01/2020	HORIZON POWER	Electricity Lot 500 McGrath Ave Onslow - Onslow MPC 07/11/2019 - 06/01/2020	11759.30	
419416-2100482792	07/01/2020	HORIZON POWER	Electricity 29 Second Ave Onslow Onslow Admin Building 07/11/2019 - 06/01/2020	6361.02	
208189-2100482529	07/01/2020	HORIZON POWER	Electricity Lot 304 First Avenue - Ocean View Caravan Park - 07/11/2019 - 06/01/2020	4852.46	
430371-2100483600	08/01/2020	HORIZON POWER	Electricity 82 Second Ave Onslow - Onslow Business House 08/11/2019 - 07/01/2020	114.05	
444451-2100483963	08/01/2020	HORIZON POWER	Electricity Unit 2/9 Second Ave Onslow 08/11/2019 - 07/01/2020	184.99	
122856-2100483152	08/01/2020	HORIZON POWER	Electricity Lot 567 Beadon Creek Rd Onslow - Onslow Works Depot 08/11/2019 - 07/01/2020	1123.06	
510486-2100484284	08/01/2020	HORIZON POWER	Electricity Unit 7/9 First Avenue, Onslow - 08/11/2019 - 07/01/2020	337.71	
510501-2100483159	08/01/2020	HORIZON POWER	Electricity 14 Clarke Place Onslow - 08/11/2019 - 07/01/2020	63.03	
511158-2100484290	08/01/2020	HORIZON POWER	Electricity Unit 4/20 Second Ave Onslow - 08/11/2019 - 07/01/2020	251.54	
511167-2100483663	08/01/2020	HORIZON POWER	Electricity 19 Simpson Street Onslow - 08/11/2019 - 07/01/2020	69.95	
516190-2100483069	08/01/2020	HORIZON POWER	Electricity 15 First Ave Onslow - 07/11/2019 - 07/01/2020	-81.52	
140167-2100483480	08/01/2020	HORIZON POWER	Electricity 46 Second Ave - Onslow Museum (Lot 267) 08/11/2019 - 07/01/2020	481.29	
511722-2100484368	08/01/2020	HORIZON POWER	Electricity Lot 8001 Tink Street Onslow - 08/11/2019 - 07/01/2020	253.84	
511724-2100484349	08/01/2020	HORIZON POWER	Electricity Lot 8000 Yungu Road Onslow - 08/11/2019 - 07/01/2020	298.14	
514145-2100484036	08/01/2020	HORIZON POWER	Electricity 8 Anketell Crt Onslow - 08/11/2019 - 07/01/2020	435.71	
158680-2100483674	08/01/2020	HORIZON POWER	Electricity 51 Cameron Ave Onslow Skate Park Ablutions 08/11/2019 - 07/01/2020	561.38	
161220-2100483661	08/01/2020	HORIZON POWER	Electricity Lot 696 Payne Way - Onslow TV Compound 08/11/2019 - 07/01/2020	1089.56	
240802-2100483313	08/01/2020	HORIZON POWER	Electricity 20 Third Avenue Onslow (Lot 325) 08/11/2019 - 07/01/2020	515.05	
242172-2100484864	09/01/2020	HORIZON POWER	Electricity Unit 6/Lot 38730 Second Ave Onslow (Shared lighting Lot 267) 08/11/2019 - 08/01/2020	126.07	
505363-2100484940	09/01/2020	HORIZON POWER	Electricity Unit No 4/Lot 38730 Second Ave Onslow (Unit 2 Seniors) - 08/11/2019 - 08/01/2020	-55.67	
		HORIZON POWER		71646.62	71646.62
EFT50679	24/01/2020	JULIE MANGIONE	Payment		3897.00
19/19	16/01/2020	JULIE MANGIONE	Rent Unit 1/5 Anketell Court Onslow 01/12/2019 - 31/01/2020 (4.33x weeks @ \$450 pw)	3897.00	
		JULIE MANGIONE		3897.00	3897.00
EFT50680	24/01/2020	KELLIE BARTLEY #1784	Payment		546.69
EXPENSE20200113	13/01/2020	KELLIE BARTLEY #1784	Reimbursement of flights for relocation Employee #1784	546.69	
		KELLIE BARTLEY #1784		546.69	546.69
EFT50681	24/01/2020	MARK REID #536	Payment		227.35
EXPENSE20200121	21/01/2020	MARK REID #536	Reimbursement of Karratha accommodation required due to flooded road closure	227.35	
		MARK REID #536		227.35	227.35
EFT50682	24/01/2020	MAXXIA PTY LTD	Payment		1056.86
DEDUCTION	19/01/2020	MAXXIA PTY LTD	Payroll deductions	672.45	
DEDUCTION	19/01/2020	MAXXIA PTY LTD	Payroll deductions	384.41	
		MAXXIA PTY LTD		1056.86	1056.86

LIST OF PAYMENTS FOR JANUARY 2020

Reference Number	Date	Name	Description	Invoice Amount	Payment Amount
EFT50683	24/01/2020	MECHANICAL PROJECT SERVICES	Payment		20489.80
MPSINV6940	02/01/2020	MECHANICAL PROJECT SERVICES	Horizon Power Solar Power program Bindi Bindi Community - 40% deposit due on signing	20489.80	
		MECHANICAL PROJECT SERVICES		20489.80	20489.80
EFT50684	24/01/2020	MODULAR WA	Payment		110926.08
1807	20/12/2019	MODULAR WA	Design and construction of Onslow Depot - progress claim December 2019	110926.08	
		MODULAR WA		110926.08	110926.08
EFT50685	24/01/2020	PILBARA FOOD SERVICES	Payment		2100.34
SI109744	03/12/2019	PILBARA FOOD SERVICES	10x 1lt UHT milk Tom Price Administration Building	24.50	
SI109816	06/12/2019	PILBARA FOOD SERVICES	Kiosk supplies Paraburdoo Pool	319.52	
SI110132	20/12/2019	PILBARA FOOD SERVICES	Kiosk supplies Paraburdoo Pool	667.32	
SI110656	21/01/2020	PILBARA FOOD SERVICES	20x 7kg Optimum dog food for kennels	1089.00	
		PILBARA FOOD SERVICES		2100.34	2100.34
EFT50686	24/01/2020	RAY WHITE EXMOUTH	Payment		11297.64
SHIRE11B-20200122	22/01/2020	RAY WHITE EXMOUTH	Rent 11B McGrath Ave Onslow 16/01/2020 - 15/02/2020	1955.36	
SHIRE19A-20200122	22/01/2020	RAY WHITE EXMOUTH	Rent 19A Simpson St Onslow 17/01/2020 - 16/02/2020	1955.36	
SHIRE910-20200122	22/01/2020	RAY WHITE EXMOUTH	Rent Unit 10/9 First Ave Onslow 17/01/2020 - 16/02/2020	1738.10	
SHIRE204-20200122	22/01/2020	RAY WHITE EXMOUTH	Rent Unit 4/20 Second Ave Onslow 17/01/2020 - 16/02/2020	1738.10	
SHIRE5B-20200122	22/01/2020	RAY WHITE EXMOUTH	Rent 5B Otway Crt Onslow 24/01/2020 - 23/02/2020	1955.36	
SHIRE42-20200122	22/01/2020	RAY WHITE EXMOUTH	Rent 42 Third Ave Onslow 17/01/2020 - 16/02/2020	1955.36	
		RAY WHITE EXMOUTH		11297.64	11297.64
EFT50687	24/01/2020	REECE PTY LTD	Payment		807.58
206986317	06/11/2019	REECE PTY LTD	2x joiners Paraburdoo Depot	67.72	
206986672	14/11/2019	REECE PTY LTD	Pipe, sockets, couplings and solvents Paraburdoo Depot	739.86	
		REECE PTY LTD		807.58	807.58
EFT50688	24/01/2020	RONALD PARKER	Payment		500.00
PRIZE20191217	17/12/2019	RONALD PARKER	Winner Judge's and People's Choice Tom Price Christmas Lights 2019	500.00	
		RONALD PARKER		500.00	500.00
EFT50689	24/01/2020	SHIRE OF ASHBURTON	Payment		1746.85
33856	02/07/2019	SHIRE OF ASHBURTON	Annual registration fee - Low risk pre-packaged food premises Onslow Visitors Centre - Expiry 31/12/2020	262.00	
33784	02/07/2019	SHIRE OF ASHBURTON	Annual registration fee - Medium risk food premises Paraburdoo Community Hall - Expiry 30/06/2020	632.00	
33763	02/07/2019	SHIRE OF ASHBURTON	Caravan renewal fee and short stay licence Pannawonica Transit Park expiry 30/06/2019	212.00	
33810	02/07/2019	SHIRE OF ASHBURTON	Annual registration fee - Medium risk food premises Paraburdoo Sports Pavillion - Expiry 30/06/2020	632.00	
20200014	09/01/2020	SHIRE OF ASHBURTON	Building approval certificate application fee and building services levy 3x residential dwellings Lot 8 Anketell Crt Onslow	169.35	
2295	17/01/2020	SHIRE OF ASHBURTON	Credit inv 33993 in full - charged in error	-53.50	
2296	17/01/2020	SHIRE OF ASHBURTON	Credit inv 33994 in full - charged in error	-53.50	
2297	17/01/2020	SHIRE OF ASHBURTON	Credit inv 33995 in full - charged in error	-53.50	
		SHIRE OF ASHBURTON		1746.85	1746.85
EFT50690	24/01/2020	SHIRE OF ASHBURTON (PAYROLL DEDUCTIONS)	Payment		4435.06
DEDUCTION	19/01/2020	SHIRE OF ASHBURTON (PAYROLL DEDUCTIONS)	Payroll deductions	4435.06	
		SHIRE OF ASHBURTON (PAYROLL DEDUCTIONS)		4435.06	4435.06
EFT50691	24/01/2020	SODEXO REMOTE SITES - RENTAL PAYMENTS	Payment		1646.66
PM01-018473	09/12/2019	SODEXO REMOTE SITES - RENTAL PAYMENTS	Rent 4/10 Canberra Drive 08/12/2019 - 07/01/2020	823.33	
PM01-019194	08/01/2020	SODEXO REMOTE SITES - RENTAL PAYMENTS	Rent 4/10 Canberra Drive 08/01/2020 - 07/02/2020	823.33	
		SODEXO REMOTE SITES - RENTAL PAYMENTS		1646.66	1646.66
EFT50692	24/01/2020	TOM PRICE HOTEL MOTEL	Payment		476.50
209744	24/10/2019	TOM PRICE HOTEL MOTEL	Meal vouchers Employee #937 and #1062 09/12/2019 - 12/12/2019	476.50	
		TOM PRICE HOTEL MOTEL		476.50	476.50
TOTAL				\$2,045,548.26	\$2,045,548.26

LIST OF PAYMENTS FOR JANUARY 2020

Reference Number	Date	Name	Description	Invoice Amount	Payment Amount
Superannuation					
PAYMENT SUPER 14839	05/01/2020	CLICKSUPER	Payment		86192.96
		CLICKSUPER	Superannuation contributions	86192.96	
		CLICKSUPER		86192.96	86192.96
PAYMENT SUPER 14858	16/01/2020	CLICKSUPER	Payment		898.22
		CLICKSUPER	Superannuation contributions	898.22	
		CLICKSUPER		898.22	898.22
PAYMENT SUPER 14884	19/01/2020	CLICKSUPER	Payment		94511.12
		CLICKSUPER	Superannuation contributions	94511.12	
		CLICKSUPER		94511.12	94511.12
PAYMENT SUPER 14887	24/01/2020	CLICKSUPER	Payment		99.75
		CLICKSUPER	Superannuation contributions	99.75	
		CLICKSUPER		99.75	99.75
TOTAL				\$181,602.30	\$181,602.30

Shire of Ashburton

**CEO's Delegated Payment List - Regulation 13(1) Local
Government (Financial Management) Regulation 1996**

Corporate Credit Cards

Payment Total for Month 3rd December to 31st December 2019

Description	Amount
CEO	\$ -
Human Resources Manager	\$ 1,096.93
Director Property and Development Services	\$ 1,487.60
Director Corporate Services	\$ 2,682.20
Director Infrastructure Services	\$ -
Acting Director Community Services	\$ 2,308.63
Manager Building and Facilities Maintenance	\$ 60.05
Manager Governance and Corporate Strategy	\$ 580.65
Grand Total	\$ 8,216.06

LIST OF PAYMENTS FOR JANUARY 2020

Trans No.	Date	Name	Description	Payment
HUMAN RESOURCES MANAGER				
\$10,000				
CL-JAN-20-01	04/12/2019	AMAZON	2x personal cooling kit (ice vest, ice sheets and travel cooler)	685.36
CL-JAN-20-02	14/12/2019	COLES	Food for 2019 Staff Christmas Party	245.29
CL-JAN-20-03	14/12/2019	LIQUORLAND	Purchase prizes for 2019 Staff Christmas Party	127.00
CL-JAN-20-04	20/12/2019	DROPBOX	Premium dropbox subscription for December 2019	19.79
CL-JAN-20-05	31/12/2019	DROPBOX	Premium dropbox subscription for January 2019	19.49
Total				1,096.93
DIRECTOR PROPERTY AND DEVELOPMENT SERVICES				
BC-JAN-20-01	04/12/2019	EQUIFAX CAR HISTORY	Equifax - car history search	25.00
BC-JAN-20-02	04/12/2019	EQUIFAX CAR HISTORY	Equifax - car history search	25.00
BC-JAN-20-03	04/12/2019	EQUIFAX CAR HISTORY	Equifax - car history search	25.00
BC-JAN-20-04	09/12/2019	DASHCAMS AUSTRALIA	1x Blackvue dash cam	224.10
BC-JAN-20-05	09/12/2019	THE DOG LINE	1x dog consignment system kit	547.00
BC-JAN-20-06	13/12/2019	COLES	Food for Christmas Party Tom Price	641.50
Total				1,487.60
DIRECTOR CORPORATE SERVICES				
\$10,000				
JB-JAN-20-01	03/12/2019	COLES	Condolance flowers	20.00
JB-JAN-20-02	04/12/2019	JB HIFI	Replacement charger for Councillor's Shire issued Surface Pro	131.94
JB-JAN-20-04	18/12/2019	PIVOTEL	Monthly spot tracker December 2019	821.26
JB-JAN-20-05	18/12/2019	ONSLow BEACH CLUB	Council Meeting Dinner in Onslow 17/12/2019	1709.00
Total				2,682.20
ACTING DIRECTOR COMMUNITY SERVICES				
\$10,000				
SJ-JAN-20-01	03/12/2019	COLES	COLES: Catering for Sports Star Awards Tom Price	336.30
SJ-JAN-20-02	03/12/2019	DISCOUNT PARTY SUPPLIES	Party supplies for Australia Day 2020	119.65
SJ-JAN-20-03	05/12/2019	COLES	COLES: Tomato sauce for Sports Star Awards Paraburadoo	4.00
SJ-JAN-20-04	05/12/2019	PARABURDOO TEEBALL/SAINTS	Non-alcoholic refreshments Paraburadoo Sports Star Awards	79.00
SJ-JAN-20-05	11/12/2019	SODEXO	Transit House Accommodation for coordinator to train new staff	300.00
SJ-JAN-20-06	12/12/2019	ABACUSED	Primary Safety Glasses 30 pack	174.90
SJ-JAN-20-07	12/12/2019	DISCOUNT PARTY SUPPLIES	Party Supplies for Australia Day 2020 Tom Price	212.38
SJ-JAN-20-08	12/12/2019	SODEXO	Meal vouchers Pannawonica (20x breakfast, 20x lunch and 20x dinner)	539.00
SJ-JAN-20-09	13/12/2019	PARABURDOO INN	Beverages for the Paraburadoo staff Christmas Party	543.40
Total				2,308.63
MANAGER BUILDING AND FACILITIES MAINTENANCE				
\$7,000				
CB-JAN-20-01	03/12/2019	RMS	Monthly subscription for online booking system Onslow Caravan Park	60.05
Total				60.05
MANAGER GOVERNANCE & CORPORATE STRATEGY				
\$5,000				
NT-JAN20-01	12/12/2019	BOUND TO IMPRESS	5x thermal binding covers	580.65
Total				580.65
Total Credit Cards				8,216.06

BusinessChoice Everyday VISA Card Statement

For enquiries please call 1300 650 107 (8am - 8pm, Monday to Friday). Lost or stolen cards service available 24 hours a day, 7 days a week.

Any statement entries for purchases or cash advances made in a foreign currency show the foreign currency transaction amount converted into Australian dollars by the applicable credit card scheme. Any applicable Westpac Foreign Transaction Fee (described below as "Foreign Transaction Fee") charged is shown as a separate entry.

Card Account Transaction Details

Account Name	Card Number	Credit Limit	Available Credit
Mr B J Cameron		7,000	7,000.00
Statement From	Statement To	Facility Number	
03 DEC 2019	02 JAN 2020	00028553	

Summary of Changes in Your Account Since Last Statement

From Your Opening Balance of	We Deducted Payments and Other Credits	And We Added				To Arrive at Your Closing Balance of	Total Past Due / Overlimit balances	Your minimum payment including past due overlimit is
		New purchases	Cash advances	Fees, Interest & Government Charges	Miscellaneous Transactions			
0.00	0.00	1,487.60	0.00	0.00	1,487.60 -	0.00	0.00	0.00

Important notice regarding Autopay Direct Debit Arrangement- Direct Debit

* If you have set up a direct debit arrangement for making automatic repayments to your BusinessChoice credit card account, and there have been two failed direct debit transactions (that is, we cannot withdraw the nominated amount from your nominated account) in consecutive months due to insufficient funds in the nominated account, we may, at our sole discretion:

1. Cancel your BusinessChoice Facility Autopay Request Form- Direct Debit Request (New change)
2. Impose a fee or charge (No change- We currently charge a \$9 missed payment fee when payment is not received by statement due date)
3. Charge interest on any unpaid purchases outstanding (No change)

If your Direct Debit Request is cancelled, you must arrange to either set up a new Autopay Request Form- Direct Debit Request or use alternative payment methods so we can process your payment.

Please ensure that there are sufficient funds available in the nominated account to allow direct debit payments to be made in accordance with your BusinessChoice Facility Autopay Request Form- Direct Debit Request.

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BusinessChoice Everyday VISA Card			
Date of Transaction	Description	Debits/Credits	Cardholder Comments
Purchases			
04 DEC	EQUIFAX ISS AUTO NORTH SYDNEY AU INFORMATION RETRIEVAL SERVIC	25.00	
04 DEC	EQUIFAX ISS AUTO NORTH SYDNEY AU INFORMATION RETRIEVAL SERVIC	25.00	
04 DEC	EQUIFAX ISS AUTO NORTH SYDNEY AU INFORMATION RETRIEVAL SERVIC	25.00	
09 DEC	DASH CAMS AUSTRALIA TULLAMARINE AU ELECTRONICS STORES	224.10	
09 DEC	THE DOG LINE MALAGA AU PET SHOPS - PET FOODS & SUPP	547.00	
13 DEC	COLES 0328 TOM PRICE AU GROCERY STORES, SUPERMARKETS	641.50	
	Sub Total:	1,487.60	
Miscellaneous Transactions			
02 JAN	TRANSFER CLOSING BALANCE TO BILLING ACCT	1,487.60 -	
	Sub Total:	1,487.60 -	
	Grand Total:	0.00	

I have checked the above details and verify that they are correct.

Cardholder Signature _____

Date 6/01/2020

Transactions examined and approved.

Manager/Supervisor Signature PZ Heedy

Date 20/1/2020

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Card Account Transaction Details

Account Name	Card Number	Credit Limit	Available Credit
Carla Rose Loney		10,000	10,000.00
Statement From	Statement To	Facility Number	
03 DEC 2019	02 JAN 2020	00028553	

Summary of Changes in Your Account Since Last Statement

From Your Opening Balance of	We Deducted Payments and Other Credits	And We Added				To Arrive at Your Closing Balance of	Total Past Due / Overlimit balances	Your minimum payment including past due overlimit is
		New purchases	Cash advances	Fees, Interest & Government Charges	Miscellaneous Transactions			
0.00	0.00	1,096.92	0.00	0.00	1,096.92 -	0.00	0.00	0.00

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BusinessChoice Everyday VISA Card

Date of Transaction	Description	Debits/Credits	Cardholder Comments
	Purchases		
① 04 DEC	AMAZON MKTPLC AU SYDNEY SOUTH AU	685.36	
② 14 DEC	MISCELLANEOUS & SPECIALTY RE COLES 0328 TOM PRICE AU	245.29	
③ 14 DEC	GROCERY STORES, SUPERMARKETS LIQUORLAND 3260 TOM PRICE AU	127.00	
④ 20 DEC	PACKAGE STORES - BEER, LIQUO DROPBOX*NFM1MDBR3FZB DUBLIN IE	19.79	
	U. S. DOLLAR 13.19 INC FX FEE AUD \$0.57		
⑤ 31 DEC	COMPUTER NETWORK/INFORMATION DROPBOX*S6D475GN7L4X DUBLIN IE	19.48	
	U. S. DOLLAR 13.19 INC FX FEE AUD \$0.56 COMPUTER NETWORK/INFORMATION		
	Sub Total:	1,096.92	
	Miscellaneous Transactions		
02 JAN	TRANSFER CLOSING BALANCE TO BILLING ACCT	1,096.92 -	
	Sub Total:	1,096.92 -	
	Grand Total:	0.00	

I have checked the above details and verify that they are correct.	
Cardholder Signature <u> <i>canaroney</i> </u>	Date <u> 10/01/20 </u>
Transactions examined and approved.	
Manager/Supervisor Signature <u> <i>PZ Heedy</i> </u>	Date <u> 20/1/2020 </u>

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Card Account Transaction Details

Account Name	Card Number	Credit Limit	Available Credit
Miss C R Bryce		7,000	7,000.00
Statement From	Statement To	Facility Number	
03 DEC 2019	02 JAN 2020	00028553	

Summary of Changes in Your Account Since Last Statement

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		New purchases	Cash advances	Fees, Interest & Government Charges	Miscellaneous Transactions			
0.00	0.00	60.05	0.00	0.00	60.05 -	0.00	0.00	0.00



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BusinessChoice Everyday VISA Card			
Date of Transaction	Description	Debits/Credits	Cardholder Comments
03 DEC	Purchases RMS- Commercial 0383999462 AU HOTELS, MOTELS, RESORTS - LO Sub Total:	60.05 60.05	
02 JAN	Miscellaneous Transactions TRANSFER CLOSING BALANCE TO BILLING ACCT Sub Total:	60.05 - 60.05 -	
	Grand Total:	0.00	

I have checked the above details and verify that they are correct.

Cardholder Signature ChanTelle Bryce Date 3/1/2020

Transactions examined and approved.

Manager/Supervisor Signature [Signature] Date 06/01/2020

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Card Account Transaction Details

Account Name	Card Number	Credit Limit	Available Credit
John Bingham		10,000	10,000.00
Statement From	Statement To	Facility Number	
03 DEC 2019	02 JAN 2020	00028553	

Summary of Changes in Your Account Since Last Statement

From Your Opening Balance of	We Deducted Payments and Other Credits	And We Added				To Arrive at Your Closing Balance of	Total Past Due / Overlimit balances	Your minimum payment including past due overlimit is
		New purchases	Cash advances	Fees, Interest & Government Charges	Miscellaneous Transactions			
0.00	0.00	2,761.92	0.00	0.00	2,761.92 -	0.00	0.00	0.00

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BusinessChoice Everyday VISA Card			
Date of Transaction	Description	Debits/Credits	Cardholder Comments
	Purchases		
03 DEC	COLES 0328 TOM PRICE AU GROCERY STORES, SUPERMARKETS	20.00	
04 DEC	JBHiFi.com.au 0395777000 AU ELECTRONICS STORES	131.94	
17 DEC	ONSLow GENERAL STORE ONSLOW AU GROCERY STORES, SUPERMARKETS	79.72	
18 DEC	PIVOTEL SATELLITE SOUTHPORT AU TELECOMM SERVICE INC. LOCAL	821.26	
18 DEC	ONSLow BEACH RESORT ONSLOW AU DRINKING PLACES (ALCOHOLIC B	1,709.00	
	Sub Total:	2,761.92	
	Miscellaneous Transactions		
02 JAN	TRANSFER CLOSING BALANCE TO BILLING ACCT	2,761.92 -	
	Sub Total:	2,761.92 -	
	Grand Total:	0.00	

I have checked the above details and verify that they are correct.

Cardholder Signature Date 9.1.2020

Transactions examined and approved.

Manager/Supervisor Signature Date 9/1/2020

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Card Account Transaction Details

Account Name	Card Number	Credit Limit	Available Credit
Mrs N Tyson		5,000	5,000.00
Statement From	Statement To	Facility Number	
03 DEC 2019	02 JAN 2020	00028553	

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		New purchases	Cash advances	Fees, Interest & Government Charges	Miscellaneous Transactions			
0.00	0.00	580.65	0.00	0.00	580.65 -	0.00	0.00	0.00


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BusinessChoice Everyday VISA Card			
Date of Transaction	Description	Debits/Credits	Cardholder Comments
12 DEC	Purchases BOUND TO IMPRESS P/L BOXHILL SOUTH AU BOOKS, PERIODICALS AND NEWSP <div style="text-align: right;">Sub Total:</div>	580.65 580.65	
02 JAN	Miscellaneous Transactions TRANSFER CLOSING BALANCE TO BILLING ACCT <div style="text-align: right;">Sub Total:</div>	580.65 - 580.65 -	
	Grand Total:	0.00	

I have checked the above details and verify that they are correct.

Cardholder Signature *[Signature]* Date 8/1/2020

Transactions examined and approved.

Manager/Supervisor Signature *[Signature]* Date 8/1/2020

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Card Account Transaction Details

Account Name	Card Number	Credit Limit	Available Credit
Sarah Johnston		10,000	10,000.00
Statement From	Statement To	Facility Number	
03 DEC 2019	02 JAN 2020	00028553	

Summary of Changes in Your Account Since Last Statement

From Your Opening Balance of	We Deducted Payments and Other Credits	And We Added				To Arrive at Your Closing Balance of	Total Past Due / Overlimit balances	Your minimum payment including past due overlimit is
		New purchases	Cash advances	Fees, Interest & Government Charges	Miscellaneous Transactions			
0.00	0.00	2,308.63	0.00	0.00	2,308.63 -	0.00	0.00	0.00



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BusinessChoice Everyday VISA Card

Date of Transaction	Description	Debits/Credits	Cardholder Comments
	Purchases		
03 DEC	COLES 0328 TOM PRICE AU GROCERY STORES, SUPERMARKETS	336.30	
03 DEC	PAYMENT* DISCPARTYSUPP SYDNEY AU COMPUTER SOFTWARE	119.65	
05 DEC	COLES 0328 TOM PRICE AU GROCERY STORES, SUPERMARKETS	4.00	
05 DEC	SQ *PARABURDOO TEEBALL Paraburdoo AU MEMBERSHIP ORGANIZATIONS, NO	79.00	
11 DEC	SODEXO REMOTE SITES BALCATT A AU CATERERS	300.00	
12 DEC	EZI*Abacus Education LOSBORNE PARK AU MISCELLANEOUS & SPECIALTY RE	174.90	
12 DEC	PAYMENT* DISCPARTYSUPP SYDNEY AU COMPUTER SOFTWARE	212.38	
12 DEC	SODEXO REMOTE SITES AU PANNAWONICA AU CATERERS	539.00	
13 DEC	PARABURDO BTL SHOP PARABURDO AU DRINKING PLACES (ALCOHOLIC B	543.40	
	Sub Total:	2,308.63	
	Miscellaneous Transactions		
02 JAN	TRANSFER CLOSING BALANCE TO BILLING ACCT	2,308.63 -	
	Sub Total:	2,308.63 -	
	Grand Total:	0.00	



I have checked the above details and verify that they are correct.

Cardholder Signature

[Handwritten Signature]

Date

07/01/2019

Transactions examined and approved.

Manager/Supervisor Signature

PZ Heedy

Date

20/1/2020

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LEASE

(Ground Lease)

Lot 381 Second Avenue, Onslow

BUSINESS NAME

(ABN 00 000 000 000)

(Landlord)

SHIRE OF ASHBURTON

(ABN 45 503 070 070)

(Tenant)

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REFERENCE SCHEDULE

ITEM	DESCRIPTION	DETAIL
1.	Lease Date	
2.	Landlord	BUSINESS NAME (ABN 00 000 000 000) of address
3.	Tenant	SHIRE OF ASHBURTON (ABN 45 503 070 070) of Lot 246, Poinciana Street, Tom Price, Western Australia
4.	Land	Lot 381 on Deposited Plan 205462 and being the whole of the land comprised and described in Crown Land Certificate of Title Volume LR1558 Folio483
5.	Premises	The whole of the Land
6.	Start Date	1 April 2020
7.	Term	6 months
8.	Finish Date	30 September 2020
9.	Permitted Use	Overflow for the Ocean View Caravan Park, including Tenant provision of ablutions and all services required for the safety and comfort of users

- 10. Rent** \$500.00 (GST inclusive) per month paid in full (\$3,000 GST inclusive) at commencement of this Lease.
- 11. Rent Review Date** Nil
- 12. Tenant's Insurance** A public liability policy with a cover of not less than \$20 million in respect of any one occurrence to cover any risks as the Landlord may from time to time nominate.

THIS DEED OF LEASE is dated the date in Item 1 and is between the Landlord and the Tenant.

RECITALS

- A. The Landlord is the registered proprietor of the land described in **Item 4** of the Schedule (**Land**).
- B. The Tenant wishes to lease the **Land** described more particularly in **Item 5** of the Schedule (**Premises**).
- C. The Landlord proposes to lease the Land to the Tenant for the Term.

OPERATIVE PART

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Lease, unless the contrary intention appears:

Annexure means an annexure (if any) to this Lease;

Business Day means a day on which banks are generally open for business in Western Australia;

Corporations Act means the *Corporations Act 2001* (Cth);

Government Agency means any government, governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity;

Item means an item of the Reference Schedule;

Land means the land described in Item 4;

Landlord means the Party named in Item 2;

Lease means this Lease including the Reference Schedule and any other Schedule and Annexure to the Lease and any amendments, variations, supplements, extensions, renewals, replacements or assignments of this Lease and includes every deed affecting the operation of this Lease;

Party means a Party to this Lease and **Parties** has a corresponding meaning;

Permitted Use means the permitted use specified in Item 9;

Premises means the premises described in Item 5;

Previous CPI means the CPI number last published before the date which is 12 months immediately prior to the relevant CPI Review Date;

Reference Schedule means the reference schedule so titled at the front of this Lease;

Rent means the annual rent specified in Item 10 as reviewed from time to time in accordance with this Lease;

Schedule means the schedule to this Lease;

Special Condition means the special conditions in the Schedule;

Start Date means the start date of this Lease and is the date specified or referred to in Item 6;

Tenant means the Party named in Item 3;

Tenant's Improvements includes the improvements constructed or brought onto the Land as part of the Development and or the Works;

Tenant's Insurance means insurance against the risks described in Item 12;

Tenant's Property includes, the plant, fixtures, fittings and chattels on the Land, including the Tenant's Improvements;

1.2 Interpretation

In this Lease, unless the contrary intention appears:

- (a) any terms defined in the Reference Schedule have the meaning so defined;
- (b) the covenants on the part of the Landlord will bind the person entitled to be registered as the proprietor of the Land for the time being but will not render the Landlord personally liable in damages for any breach except with respect to the Landlord's own negligent and wilful act or default or those of the Landlord's employees or agents while the Landlord is and remains the registered proprietor of the Land;
- (c) reference to:
 - (i) any legislation or any provision of any legislation includes any modification or re-enactment of the legislation or any legislative provision substituted for and all legislation and statutory instruments and regulations issued under the legislation;
 - (ii) a clause, sub-clause or schedule is a reference to a clause, sub-clause or schedule in this Lease;
 - (iii) any document or deed includes reference to that document or deed as amended, novated, supplemented, varied or replaced from time to time;
 - (iv) an amount of money is a reference to the amount in the lawful currency of Australia;

- (v) a time and date in connection with the performance of an obligation by a Party is a reference to the time and date in the State of Western Australia despite that the obligation is to be performed elsewhere;
 - (vi) a right includes a benefit, remedy, discretion, authority or power;
 - (vii) an obligation includes a warranty or representation;
 - (viii) a failure to observe or perform an obligation includes a breach of warranty or representation;
 - (ix) provisions or terms of this Lease include a reference to both express and implied provisions or terms;
 - (x) writing includes any means or mode of representing or reproducing words in a tangible and permanently visible form, and includes facsimile transmissions;
 - (xi) signature and signing includes due execution by a corporation or other relevant entity;
 - (xii) a month means a calendar month;
 - (xiii) conduct includes, without limitation, an omission, statement or undertaking, whether or not in writing;
 - (xiv) an amount for which a person is contingently liable includes an amount which that person may become actually or contingently liable to pay if a contingency occurs, whether or not that liability will actually arise; and
 - (xv) statutory, professional or industry body includes a reference to a successor or substitute for that body;
- (d) words denoting individuals or persons include bodies corporate and trusts and vice versa;
 - (e) headings are for convenience only and do not affect interpretation;
 - (f) any Party referred to in this Lease includes that Party's officers, servants or agents;
 - (g) words denoting any gender include all genders;
 - (h) where any word or phrase is given a definite meaning in this Lease any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
 - (i) whereby virtue of the provisions of this Lease the day on or by which any act, matter or thing is to be done is a Saturday, a Sunday or a public holiday in the place in which the act, matter or thing is to be done then that act, matter or thing must be done on the next Business Day;

- (j) any Party means and includes any or all of the heirs, executors, administrators and permitted assigns of that Party or where the Party is a corporation its successors and permitted assigns;
- (k) all headings and any table of contents or index have been inserted for convenience purposes only and will not affect the interpretation of this Lease;
- (l) each paragraph or sub-paragraph in a list is to be read independently from the others in that list and a reference to a paragraph in a clause or sub-clause is a reference to a paragraph in the clause or sub-clause in which the reference appears;
- (m) no rule of construction of documents will apply to the disadvantage of a Party, on the basis that that Party prepared or put forward this Lease or any part of it;
- (n) the words **include**, **includes** and **including** and similar expressions are not words of limitation and are deemed to be followed by the words **without limitation**;
- (o) a covenant, agreement, representation or warranty in favour of 2 or more persons is for the benefit of them jointly and severally;
- (p) unless repugnant to the context, a covenant by Tenant to do or omit to do anything includes a covenant by a Permitted Person to do or omit to do that thing and the Tenant is liable for all acts or omissions of that Permitted Person;
- (q) a general description of any matter or thing whatever will not be read down if followed by any specific examples of that matter or thing;
- (r) derivatives of a word or expression defined in sub-clause 1.1 have a corresponding meaning to that assigned to it in that clause;
- (s) where 2 or more persons are named as a Party, the warranties covenants and obligations of this Lease bind them jointly and severally; and
- (t) in the event of any inconsistency between this Lease and any other document, this Lease prevails.

2 RENT

2.1 Payment and review

- (a) That the Tenant will pay to the Landlord in the manner the Landlord from time to time nominates, the Rent by the instalments and on the dates referred to in Item 10 without any deduction or abatement.
- (b) The reviewed Rent is payable from the relevant Rent Review Date regardless of when it is agreed or determined. When the reviewed Rent has been agreed or determined, the amount of any difference in Rent for the period from the

relevant Rent Review Date until the next date on which an instalment of Rent is payable must be paid or allowed with that instalment.

2.2 CPI Rent Review

With effect from each CPI Review Date, the Rent will be an amount calculated according to the following formula:

$$\mathbf{NR = PR + (PR \times \text{CPI Change})}$$

With:

NR means the new Rent payable with effect from the relevant CPI Review Date;

PR means the Rent payable immediately before the relevant CPI Review Date;

CPI Change means the change, expressed as a percentage, between the Current CPI and the Previous CPI calculated as follows:

$$\mathbf{[(\text{Current CPI} - \text{Previous CPI}) / \text{Previous CPI}] \times 100}$$

3 UTILITIES AND OUTGOINGS

- (a) The Tenant will pay directly to the supplier or authority concerned (without demand by the Landlord) or, if the Landlord so directs to the Landlord:
- (i) all charges for electric light, power or gas used or consumed upon the Premises including the power utilised by the air-conditioning plant attaching to the same;
 - (ii) all telephone installation rental call or other charges in respect of any telephone service on the Premises;
 - (iii) all charges for water consumed upon the Premises;
 - (iv) all charges for any other utility or service supplied to the Premises;
 - (v) all the water supply sewerage and drainage rates and charges levied against the Premises;
 - (vi) local authority rates, land tax and Metropolitan Region Improvement Tax (on the basis that the Premises is the only land owned by the Landlord); and
 - (vii) all liability arising out of a broad based consumption tax (or Goods and Services Tax) introduced or levied by the Federal Government.
- (b) If the Premises is not separately rated or assessed, then the Tenant must pay to the Landlord, on demand, the same proportion of those costs and expenses referred to in clause 4(a) as the lettable area of the Premises (as certified by the Landlord acting on an informed basis) bears to the total

lettable area of the Land (as certified by the Landlord acting on an informed basis). This proportion will increase or decrease automatically with changes to the lettable area of the Land.

4 CARE OF THE PREMISES

5.1 Repair

- (a) The Tenant must keep the Land and improvements in good and substantial repair order and condition subject to fair wear and tear.

The Tenant must pay the costs of repairing and making good any damage to the Premises or to any parts of it caused by or contributed to by the act or omission of the Tenant or the Tenant's employees, contractors and agents and the Tenant must indemnify the Landlord against all claims for the damage; and

- (b) at the Tenant's expense keep in good repair and safe condition and regularly maintained and serviced all parts of the Premises that must be kept safe and regularly maintained and serviced under any statute (including but not limited to the *Occupational Safety and Health Act Regulations 1996*).

5.3 Cleaning

The Tenant must at all times during the Term:

- (a) keep the Premises properly cleaned;
- (b) keep the Premises in a sanitary condition to the satisfaction of the Landlord and the Health Department or other competent Authority having control over the same;
- (c) store all rubbish and refuse in a proper and hygienic manner in the Premises, attend to its proper disposal and observe any reasonable directions given by the Landlord in that regard;
- (d) take all reasonable precautions to keep the Premises free of rodents, vermin, insects, pests, birds and animals; and
- (e) keep the garden areas of the Premises (if any) in a neat and tidy condition and properly trimmed to the reasonable satisfaction of the Landlord.

5.4 Compliance with requisitions of Authorities

The Tenant must perform and do all acts and things as are at any time during the Term required by any order or requisition of any statutory or public authority by reason of the nature of the business conducted by the Tenant on the Premises or by the number or sex of the persons engaged in or working on the Premises.

5 LANDLORD'S RIGHT OF ENTRY

To permit the Landlord and his agents with or without workmen and others at all reasonable times to enter upon and view the condition of the Premises and immediately so far as the Tenant is liable to execute all repairs and work required to be done by written notice given by the Landlord or his agents provided always that if the Tenant does not within twenty eight (28) days after notice commence and proceed diligently with the execution of the repairs and work mentioned in the notice it will be lawful for the Landlord to enter upon the Premises and execute repairs and work and the cost of the same computed from the date of entry until payment will be a debt due from the Tenant to the Landlord and be recoverable in the same manner as Rent in arrears together with interest thereon as provided in clause 17 of this Lease.

6 TENANT TO DELIVER NOTICES

Forthwith to deliver to the Landlord a copy of any notice served upon the Landlord and of any order or proposed order received by the Tenant affecting the Premises or any part of the same or the business carried on upon the Premises.

7 ALTERATIONS

Not to make or permit to be made any alterations (including structural alterations) in or additions or extensions to or erect any partitions on any part of the Premises without first having the consent in writing of the Landlord to carry out any alteration, addition, extension or partition which consent will not be unreasonably withheld or delayed and without first submitting to the Landlord and obtaining the approval of the Landlord to the plans and specifications for any proposed alterations, addition, extension or partition and thereafter to complete the erection or construction of any alteration, addition, extension or partition structure in conformity with the plans and specifications.

8 USE OF PREMISES

Not to use the Premises for any purpose other than a purpose directly connected with the business referred to in Item 9 and not to do or permit upon the Premises anything which may be or become a nuisance or annoyance to the owners or occupiers of adjoining premises or customers of adjoining premises and others lawfully using the same nor permit or suffer the Premises to be used for any illegal or immoral purposes provided however that using the Premises for the Permitted Use will not be a breach of this clause.

9 COSTS

To pay all reasonable costs charges and expenses including lawyers costs of or in connection with the preparation and service of a notice under Section 81 of the *Property Law Act 1969* requiring the Tenant to repair a breach of any of the covenants contained in this Lease despite that forfeiture for breach may be avoided otherwise than by relief granted by the Court.

10 NOT TO VOID INSURANCE POLICY

That the Tenant will not do or suffer to be done on the Premises anything by which any policy of insurance against loss or damage by fire on the Premises or any portion of the same may become void or voidable or by which the rate of fire insurance may be liable to be increased or anything conflicting with the laws for the time being relating to fires or with the by-laws or regulations of any authority having jurisdiction over the Premises or any electrical installation or other fixtures or fittings in or upon the Premises.

11 SIGNS AND NOTICES

Not to affix, exhibit or paint or permit to be affixed, exhibited or painted any sign placard poster or other notice on the exterior of the Premises except as present in existence or be first approved by the Landlord in writing with the approval not to be unreasonably withheld and at the expiration of the Term of this Lease or any extension of the same and at their own cost and expense to remove or erase to the satisfaction of the Landlord every business name sign placard poster or other notice placed or erected in or about the Premises by the Tenant or on its behalf making good all damage and repainting where necessary to the intent that the Premises must be left as if no business name sign placard poster or other notice had been placed erected or painted on the same.

12 INSURANCES**12.1 Tenant's Insurance**

- (a) The Tenant must, at all times during the Term (and any additional period during which the Tenant occupies or uses the Premises) and at the Tenant's cost, arrange and maintain the insurance policies specified in Item 12 with the rights and interests of the Landlord and any mortgagee of the Premises (if any) noted on those policies of insurance.
- (b) The Tenant must give the Landlord a copy of any policy, certificate of currency or receipt the Landlord requests in relation to insurance which the Tenant is required to arrange and maintain.

13 DELIVER UP

That the Tenant will at the end or sooner determination of the Term of this Lease peaceably and quietly deliver up possession of the Premises and must promptly make good to the reasonable satisfaction of the Landlord all damage caused or occasioned by the Tenant on the Premises.

14 LATE PAYMENT OF RENT

To pay the Rent on or before the days specified in this Lease and in the event of late payment of any instalment of Rent and without prejudice to any rights of the Landlord to terminate the Lease as specified in this Lease to pay interest on the amount of rent overdue at the rate charged specified in the Landlord's relevant policy and continue while the Rent remains overdue.

15 INDEMNITY

To indemnify the Landlord and keep the Landlord indemnified from and against all claims and demands writs summonses actions suits proceedings judgements orders decrees damages costs losses and expenses of any nature whatsoever which the Landlord may suffer or incur in connection with loss of life personal injury and/or damage to property arising from or out of any occurrence in upon or at the Premises of the use by the Tenant of the Premises or any part of the same or to any person of the property of any person using or entering the Premises or occasioned (wherever it may occur) wholly or in part by an act neglect default or omission by the Tenant their agents contractors servants workmen customers or any other person or persons using or upon the Premises with its consent or approval expressed or implied.

16 LANDLORD'S COVENANT

The Landlord covenants with the Tenant that subject to the Tenant duly and punctually paying the Rent provided in this Lease and observing and performing all covenants terms and conditions on the Tenant's part to be observed and performed the Tenant will peaceably possess and enjoy the Premises without interruption or disturbance from the Landlord or any person or persons lawfully claiming from or under the Landlord subject nevertheless to the terms and conditions of this Lease.

17 DEFAULT

If:

- (a) the Rent reserved by this Lease or any part of the same will at any time be in arrears for three months after becoming due whether legally demanded or not;
- (b) the Tenant breaches or fails to observe any of the covenants by the Tenant contained or implied in this Lease and the failure or refusal on the part of the Tenant to observe or perform the covenants for six months after service upon the Tenant of a notice in writing by the Landlord calling upon the Tenant to observe or perform the same;
- (c) the Tenant for the time being is a corporation and is wound up or have a receiver or manager appointed of its estate or go into liquidation voluntarily or involuntarily otherwise than for the purpose of reconstruction;
- (d) the Term of this Lease or the interest of the Landlord in the same is be taken in execution;
- (e) the Tenant becomes bankrupt or enters into any composition or arrangement with his creditors;
- (f) any execution be issued against the Tenant;
- (g) the Premises is deserted,

then and in any of those cases it will be lawful for the Landlord or any person or persons duly authorised by the Landlord in that behalf at any subsequent time to

determine this Lease and if thought fit to re-enter upon the Premises or any part of the same as if this Lease had not been made without process of law or further authority in that behalf but without prejudice to the right of action of the Landlord in respect of any antecedent breach of the Tenant's covenants in this Lease contained.

18 DAMAGE AND REPAIRS

18.1 The Tenant's responsibilities

The Tenant is responsible for all damage to the Premises except to the extent it is attributable to the Landlord or anyone for whom the Landlord is responsible in which case the Landlord is responsible for that damage.

19 NOTICE

Any notice from the Landlord to the Tenant will be deemed duly served if left for the Tenant on the Premises or if mailed by registered letter to the Tenant at his registered office address set out in this Lease or at any other address the Tenant has last designated by notice in writing to the Landlord and any notice from the Tenant to the Landlord will be deemed duly served if mailed by registered letter addressed to the Landlord at his registered office address. A notice or demand posted will be deemed to be served on that date which is 5 Business Days after (but not including) the date on which it was posted and any notice given by one Party to the other under this Lease may be signed on behalf of the Party giving the same by a director manager secretary acting secretary or lawyer or duly authorised agent of the Party.

20 HOLDING OVER

If the Tenant with the consent of the Landlord remains in occupation of the Premises after the expiration of the Term the Tenant will do so as a monthly Tenant at a monthly Rent equal to one twelfth of the Rent paid by the Tenant for the last year of the Term the tenancy being determinable by one (1) calendar months' notice in writing given by either Party to the other.

21 GOODS AND SERVICES TAX

- (a) In this clause, GST refers to goods and services tax under the *A New Tax System (Goods and Services) Act 1999* (Cth) (**GST Act**) and the terms used have the meanings as defined in the GST Act.
- (b) The Rent and all other amounts agreed to be paid by the Tenant to the Landlord, being the consideration for the supply expressed in this Lease, are exclusive of GST.
- (c) In respect of any liability of the Landlord for GST under this Lease and the renewal or extension of this Lease, including for Rent, rates and taxes, outgoings or any consideration for any other taxable supply, the Tenant must pay to the Landlord at the same time as any payment is made involving the Landlord in GST liability, the additional amount of GST, together with the payment to which it relates.

- (d) If the Landlord is entitled to an input tax credit in relation to any amount recoverable from the Tenant under clause 27(c), the amount payable by the Tenant will be reduced by the amount of the input tax credit which the Landlord has received or claims and is entitled to receive.
- (e) The making of each payment by the Tenant under clause 27(c) is subject to the Landlord delivering to the Tenant, as required under the GST Act, tax invoices in a form which complies with the GST Act and the regulations to enable the Tenant to claim input tax credits in respect of the taxable supply.

22 RIGHT OF TENANT TO PAY CHARGES DIRECT

Wherever in this Lease the Tenant is required to reimburse the Landlord for any moneys charged to the Landlord in respect of the Premises then without in any way removing that obligation the Tenant may at any time make arrangements for payment with and pay those moneys direct to the persons to whom they are required to be paid and a receipt from that person may be produced by the Tenant to the Landlord as proof of payment of the same.

23 LEASE COSTS

The Tenant will pay all the Landlord's reasonable costs of and incidental to the instructions for and the preparation execution and stamping (including stamp duty) of this Lease and all usual counterparts and copies of same.

24 SPECIAL CONDITIONS

The additional terms, covenants and conditions (if any) set out in the Schedule will be treated as incorporated in this Lease as if fully set out in it. If there is any inconsistency between the terms of this Lease and the Special Conditions, then the Special Conditions prevail.

EXECUTED BY THE PARTIES AS A DEED

EXECUTED BY THE LANDLORD

EXECUTED for and on behalf of)
BUSINESS NAME (ABN 00 000 000 000))
By authority of its Directors in accordance)
With section 127 of the *Corporations Act*)
2001 (Cth))

Director – (INSERT NAME)

Director Secretary – (INSERT NAME)

EXECUTED BY THE TENANT

THE COMMON SEAL of)
SHIRE OF ASHBURTON (ABN 45 503 070 070))
was affixed by authority of a resolution of the)
Council in the presence of)

President – Kerry White

Acting Chief Executive Officer – Paul Sheedy


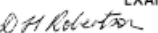
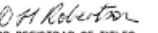


SCHEDULE

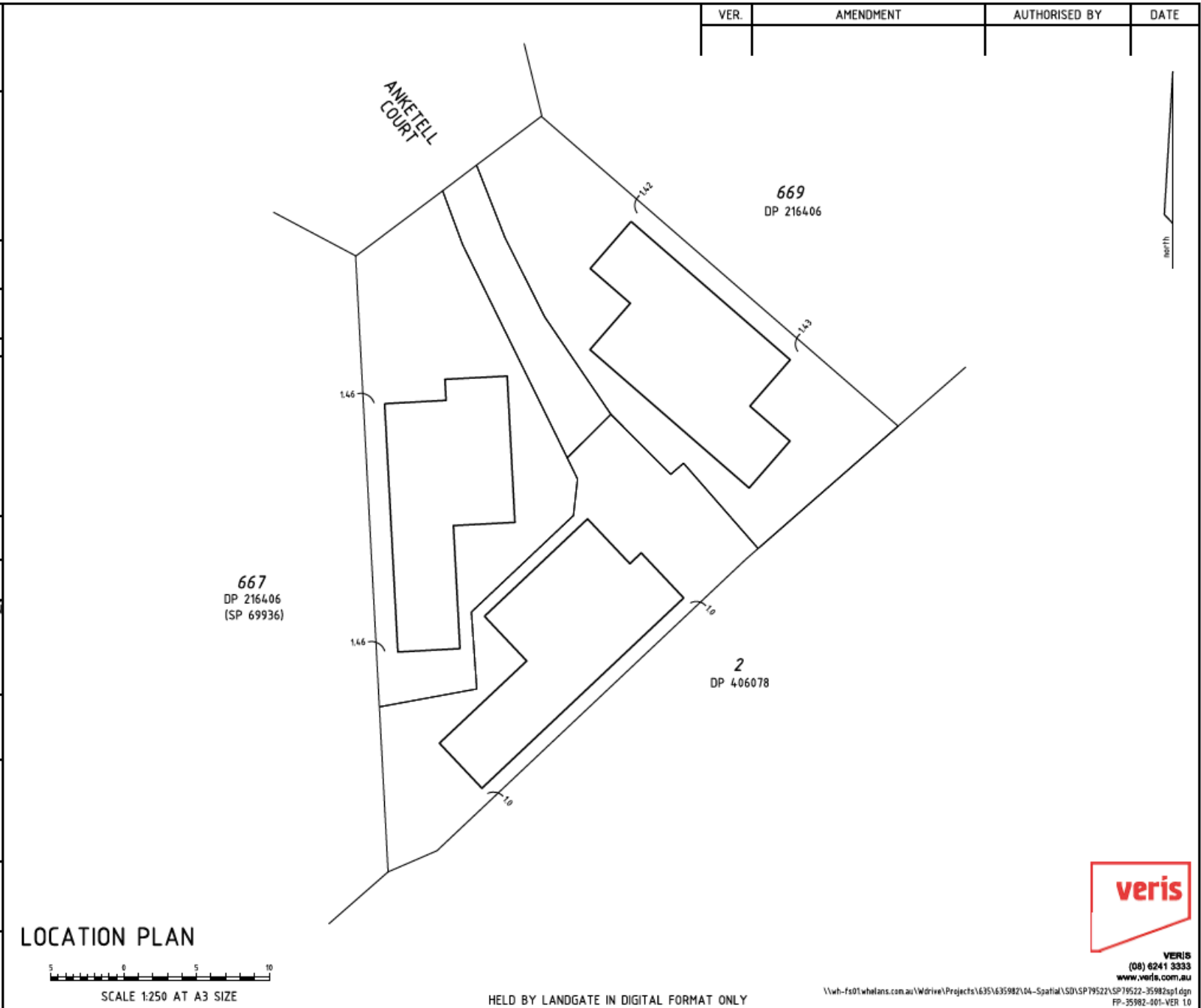
Special Conditions

A. Tenant's obligations

The Tenant will:

- (i) Clear all debris and carry out ground repairs required for the safe use of the Premises in accordance with the Permitted Use;
- (ii) Provide ablutions and any other services required for the Permitted Use; and
- (iii) Remediate the Premises at termination of the Lease.

STRATA PLAN 79522 SHEET 1 OF 2 SHEETS		
PLAN OF LOT 1 ON DP 406078 CERTIFICATE OF TITLE VOL 2887 FOL 990 LOCAL GOVERNMENT SHIRE OF ASHBURTON FIELD RECORD 149807		
NAME OF SCHEME LOT 1 ANKETELL COURT, ONSLOW		
ADDRESS OF PARCEL 8 ANKETELL COURT, ONSLOW, WA 6710		
MANAGEMENT STATEMENT YES NO		
SURVEYOR'S CERTIFICATE - REG 54 I, PAUL C.C. RHODES hereby certify that this plan is accurate and is a correct representation of the - (a) survey; and/or (b) calculations from measurements recorded in the field records. [* delete if inapplicable] undertaken for the purposes of this plan and that it complies with the relevant written law(s) in relation to which it is lodged.  Paul C.C. Rhodes 2020.02.04 06:45:23 +0800		
LICENSED SURVEYOR	DATE	
LODGED 4-Feb-2020 DATE FEE PAID ASSESS No.		
EXAMINED  13-Feb-2020 DATE		
WESTERN AUSTRALIAN PLANNING COMMISSION W.A.P.C. REF: Certificate of Approval of W.A.P.C. under Section 25B(2) of Strata Titles Act 1985 Delegated under 5.16 P&D Act 2005 DATE		
PLAN APPROVED INSPECTOR OF PLANS AND SURVEYS DATE (S. 18 Licensed Surveyors Act 1909)		
IN ORDER FOR DEALINGS SUBJECT TO Application to Register Strata Plan  13-Feb-2020 FOR REGISTRAR OF TITLES DATE		
REGISTERED APPLICATION DATE REGISTRAR OF TITLES SEAL		
 		



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 www.veris.com.au
FP-35982-401-VER 1.0

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Outback Fitness Centre

Tom Price

Phone: 0452 286 053

Email: obfitnesscentre@gmail.com

Re: Request to lease the cricket grounds facility

To Janelle and Leona,

Outback Fitness Recreation Centre would like to put forward their case as to why we feel we are a great candidate for our Tom Price community to lease the cricket grounds facility. The limited infrastructure available in Tom Price restricts the opportunity for new not for profit organisations to develop their club in Tom Price. The Tom Price Indoor Soccer Club have a location which they are utilizing to run their indoor soccer competitions and we have no location available at all to operate our club. Outback Fitness feel to increase the opportunity for our club to also operate successfully the cricket grounds facility would be our best option.

We feel we would be the right candidate to lease the premises as we will provide many benefits to our community including:

- Increase in employment opportunities for Tom Price
- Increase in social cohesion by:
 - Allowing parents, the opportunity to exercise with a supervised licensed crèche
 - A variety of adult classes and gym facility to form new social groups
 - Teen youth fitness programs and gym memberships to provide a healthy and positive social network and outlet for the teenagers in Tom Price as there are limited teenager services here in Tom Price. We are working alongside the Tom Price Police Force to assist us with our programs currently
 - Toddler fitness programs to provide our toddlers and mothers a healthy and positive opportunity to socialize in a fun and interactive environment

- Engage the entire community to connect and participate in community life
- Bring the wider community together through health and wellness events encouraging diversity and inclusiveness and promote belonging
- Facilitate with Tom Price Local Sports Clubs to assist with their club needs. We have built the following relationships with the following clubs and looking to implement more inter-relationships with our sporting clubs:
 - Steelers Rugby League Sports Club: Allowing the access to our group fitness room during unused times on a booking of the room operation to assist in the operation of junior rugby training sessions
 - Tom Price Ladies Softball Club: To assist with events including bringing guest speakers up to Tom Price
 - Tom Price Cycle Club: To use our location as a formal start and end point for the cycle club and also assist with potential cycle specific fitness programs
 - Mountain View Sports Club: To work with our neighboring sports club to assist with customer traffic flow to increase economic growth for both organisations
- Improve the lack of social amenities available in rural towns through utilizing grants to renovate and improve infrastructure
- Increase overall health and wellbeing to the entire community and reducing physical and mental health issues
- Promote physical active living and reduce sedentary lifestyles
- Increase community knowledge of health and fitness
- Provide assistance with work placement for students
- Provide assistance with the completion of certificate 3 and 4 in fitness and certificate 3 in Early Child Education
- Increase Tourism for Tom Price
- Upgrade the current playground through grants to provide more locations for families to socialize together and children to play
- Provide certified health and fitness assessments and programs to our community

Outback Fitness Recreation Centre have a strong committee determined to provide our service to Tom Price. We believe and know we will bring so many benefits to our community which is currently missing. Being given the opportunity to lease the cricket facility will assist us in becoming a successful not for profit sports club here in Tom Price. We hope we are given the

opportunity to lease these cricket grounds and bring our services and opportunities to our community for Tom Price to enjoy and benefit from.

Regards,

Aroha Hetaraka
Secretary
Outback Fitness Recreation Centre
Tom Price

OBF Operational Costs

- Insurance, Licenses, Registration, Bond Lease, Grant Application Services = Fundraisers by the committee, sponsorships &
 - Grants: Shire \$500, Shire \$2,500 Grant, Fortescue Community Support Program \$5,000
- Infrastructure Construction
 - Department of Infrastructure, Transport, Cities & Regional Development; Community Development Grant Program – Threshold 2
 - Department of Local Government Sport & Cultural Industries; Community Sporting & Recreation Facilities Fund
- Fitout & Equipment
 - Gym: Healthway; Active Healthy People >\$50,000
 - Gym: Foundation for Rural & Regional Renewal; Strengthening Rural Communities >\$25,000
 - Gym: Active Regional Communities ARC : Up to 30%
 - Gym: WA Lottery West; Active Healthy People
 - Group Fitness: Department of Health; Driving social inclusion through sport and physical activity
 - Security Lighting & CCV: Department of Industry, Innovation & Science & Department of Home affairs: Safer Communities Fund
 - Crèche and Office Equipment: WA Lottery West; Equipment Grant
 - WA Lottery West; Big Ideas Grant
 - WA Lottery West: Inclusive thriving Community
- Outdoor Playground
 - WA Lottery West; Community Spaces Outdoor Grant
 - Community Development Grants Programme (CDG)
- Open Day/Events
 - Tourism Western Australia; Regional Events Program
- **\$521,000 P.A.** All Present & Future Operational/Overheads to be covered by membership fees and Programs
 - Gold Member Sales = 200 = \$220,000
 - Silver Member Sales = 200 = \$180,000
 - Bronze Membership Sales = 100 = \$70,000
 - Teen Platinum Sales = 50 = \$25,000
 - Teen Basic Sales = 50 = \$17,500
 - Toddler Program Sales = 40 x \$150 x 4 terms = \$24,000 (\$150 per term per kid) minimum 10 per program
 - Casual Gym or Class = 50 = \$750
 - Casual Gym & Class = 20 = \$400

Casual Creche = 50 = \$150

FIFO

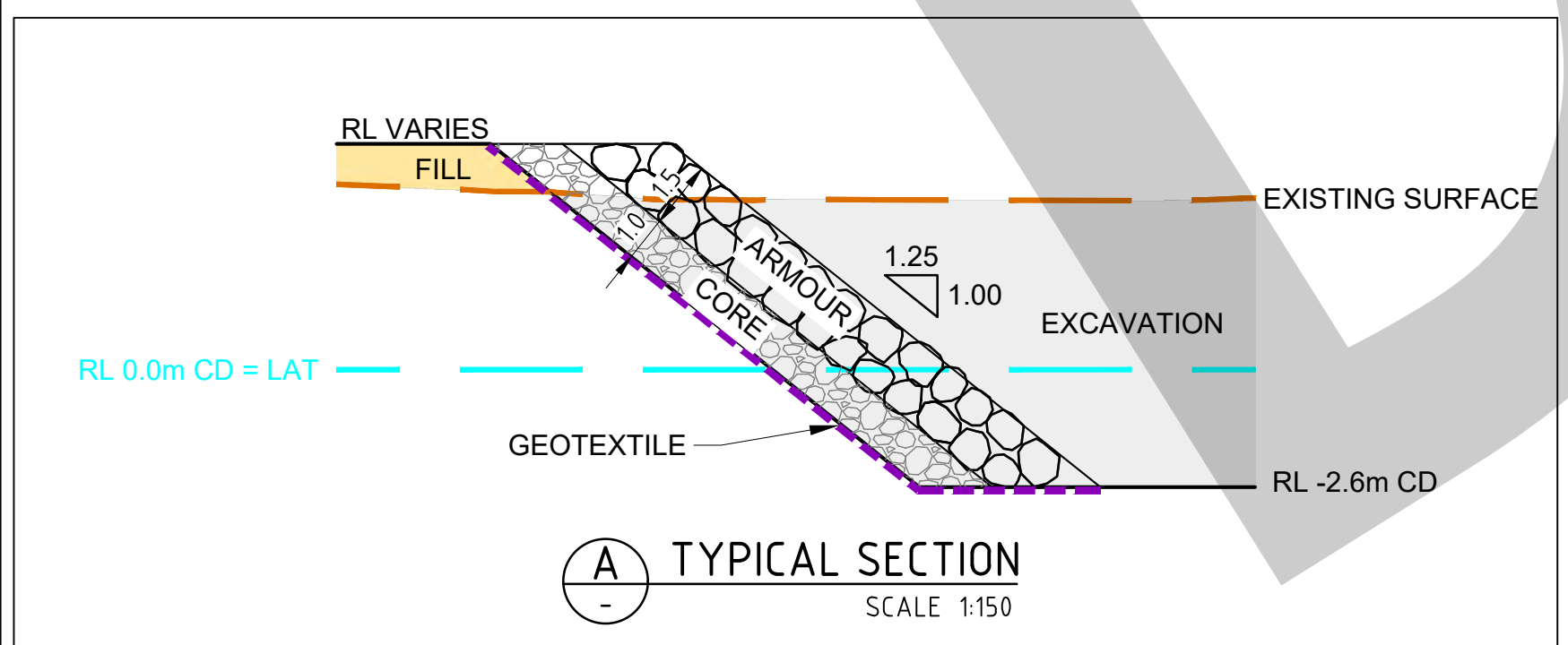
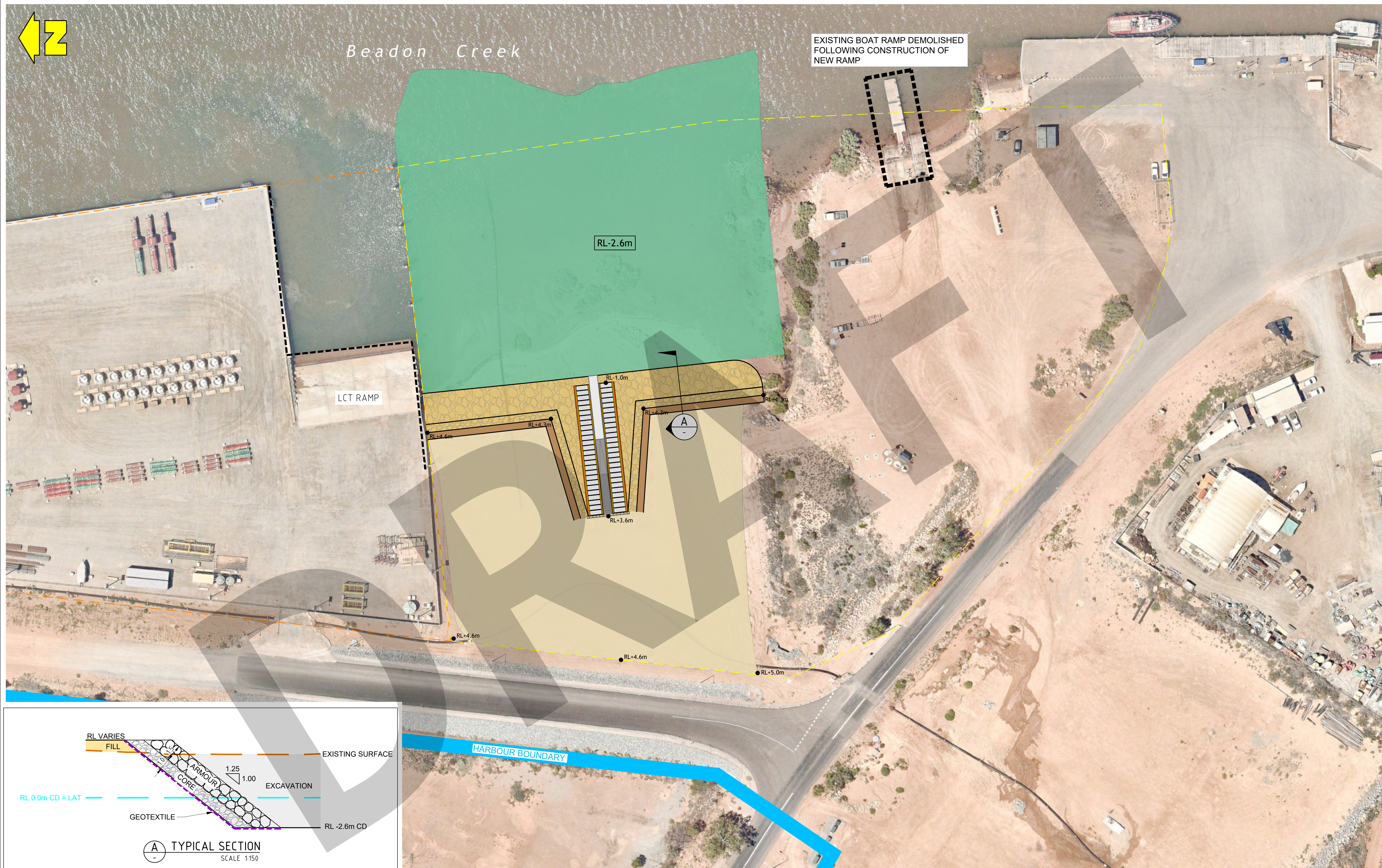
Silver (\$675 p.a) = 10 = \$6,750

Bronze (\$525 p.a) = 10 = \$5250

Sales = \$549,800 = \$28,800 Profit (Maintenance, products)

- Shire Leasing \$1,000 p.a
- Utilities (TBA) \$3,000 per month = \$36,000
- Insurance \$30,000 p.a
- Software & systems \$2,00 p.a
- Licenses, Registrations and Permits \$1,000 p.a
- Employment \$481,000 p.a
 - \$61,000 p.a - **Group Fitness** (Contractors) \$45 per class x 26 class per wk = \$1,1700 per week
 - \$127,600 p.a inc 9% super contributions (\$117,000 p.a exc super) **Gym Instructors** (Casual) 2x Staff 8am -1pm, 1 staff 2.30 – 7.30pm at \$30 per hr = 75hr / \$2,250 per week (Mon – Fri)
 - \$8,510 p.a inc 9% super contributions (\$7,800 p. EXC SUPER) **Gym Instructors** (Casual) 1 staff 8am – 1pm, Saturday = 5hr / \$150 per wk
 - \$60,000 p.a inc super (\$54,600 ex super) **Creche Supervisor** 7am – 2pm M-F @ \$30 per hour = \$1050/ 35hr wk with 10 days sick leave, 4 weeks annual leave p.a
 - \$65,200 inc 9% super (\$59,800 p.a ex super) - **2x Creche Casuals** 8am – 1pm M-F \$23 per hour = \$1,150/ 50hr wk
 - \$25,510 p.a inc 9% super(\$23,400 p.a ex super) **Cleaner** (Casual)= 3 hours per day Mon-Sat (1 hour 7 – 9am & 7pm – 9pm) \$25 per hour = \$450/ 18hr per week
 - \$43,000 p.a inc 9% super (\$39,000 p.a ex super) **Administrator** Mon – Fri 8.30am – 1.30pm \$30 per hr = \$750 / 25hr week, 10 days sick leave p.a & 4 wk annual leave p.a
 - \$60,000 p.a inc super (\$54,600 p.a ex super) **Centre Manager** Salary \$60,000 p.a (20hr wk, 10 days sick p.a & 4 weeks annual leave p.a)

- **Maintenance:** Volunteer by Eoin Moynihan Licensed Electrician and Gym Maintenance Warranty Covered by purchaser



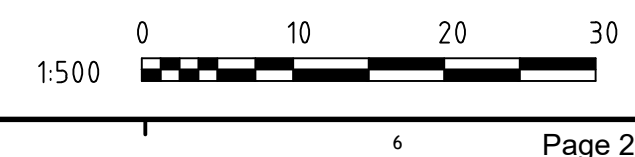
GENERAL NOTES
 1. NEARMAP AERIAL PHOTOGRAPHY BASE (05/04/2019)

REV	DATE	AMENDMENT	DRN	DESIGN APPROVAL
A	12.09.19	INITIAL ISSUE		CJL
ORIG SIZE	M/FILM	FILE No	© CROWN COPYRIGHT	
A1				

SCALE:
 1: 500 @ A1
 UNLESS OTHERWISE STATED DIMENSIONS IN METRES
HORIZ: MAP GRID OF AUSTRALIA BASED ON GDA 94 - ZONE 50
VERT: CHART DATUM (approx LAT) WHICH IS 3.620m BELOW TIDAL BENCHMARK B879 AND 3.505m BELOW TIDAL BENCHMARK B 934 AND 3.499m BELOW DOT 001

DESIGNED	APPROVED
CHECKED	APPROVED
DRAWN	APPROVED
C LIVINGSTONE	APPROVED
CHECKED	APPROVED
PROJECT MANAGER	AUTHORISED
L ADAMS	
DIRECTOR MARITIME PLANNING	

Department of Transport
 ONSLOW - BEADON CREEK
 COMMUNITY BOATING PRECINCT
 CONCEPTUAL LAYOUT - OPTION 16e
 STAGE 1
 DRAWING NUMBER 1695 - 18 - 01
 REV A



"Corporations Act" means the Corporations Act 2001 (Cth);

"Costs and Expenses" means the costs and expenses mentioned in clause 10;

"Date of Commencement" means the date specified in Item 4 of Schedule A;

"Document" means this deed, whether registered or not, as supplemented, amended or varied from time to time;

"Encumbrance" has the meaning given in clause 7 of the Property Law Act 1969 (WA) and encumbrances and encumber have a corresponding meaning;

"Event of Default" means an event specified in clause 27.1;

"Facility" means a lavatory, sink, drain or other sewerage or plumbing facility, and a gas or electrical fitting or appliance in or on the Premises;

"Further Term" means each further term specified in Item 13 of Schedule A;

"GST" has the same meaning given in section 195-1 of the GST Act;

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

"Harbour Area Contribution" means the harbour area contribution specified in Item 12 of Schedule A as varied from time to time under this Document;

"Holding Over" means holding over by the Lessee under clause 29;

"Input Tax Credit" has the meaning given in section 195-1 of the GST Act;

"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) 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 TEN (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;
- (i) enters into voluntary liquidation; or

- (j) fails to comply with, or apply to have set aside, a statutory demand made under the Corporations Act within FOURTEEN (14) days of the time for compliance and:
- A. if the corporation applies to have the statutory demand set aside within FOURTEEN (14) days of the time for compliance, the application to set aside the statutory demand is unsuccessful; and
 - B. the corporation fails to comply with the statutory demand within SEVEN (7) days of the order of the court dismissing the application.

"Insured Risk" means an event which the Lessor requires the Lessee to insure against including, but not limited to, fire, explosion, earthquake, impact by aircraft, riot, civil commotion, flood, lightning, storm, tempest, fusion, smoke, rainwater, water leakage, impact by vehicles, machinery breakdown, vandalism and malicious acts;

"Interest" means interest at the rate specified in Item 9 of Schedule A;

"Land" means the land described in Item 2 of Schedule A;

"Law" means any law in force in Australia, whether common law or any law under any statute, ordinance or code and includes subordinate legislation;

"Lessee's Covenants" means the covenants, agreements and obligations contained or implied in this Document or imposed by law or equity to be observed and performed by any person other than the Lessor;

"Lessee's Rights" means all rights in favour of the Lessee contained or implied in this Document;

"Lessor's Covenants" means the covenants, agreements and obligations contained or implied in this Document or imposed by law or equity to be observed and performed by the Lessor;

"Lessor's Rights" means all rights in favour of the Lessor contained or implied in this Document or granted by law or equity;

"Losses" includes claims, demands, losses, damages, Costs and Expenses;

"Management Fee" means the management fee specified in Item 11 of Schedule A;

"Managing Agent" means the person, firm or corporation as the Lessor by notice to the Lessee nominates from time to time;

"Money Payable" means the Rent and any other money payable by the Lessee under this Document;

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

"Permitted Person" means:

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

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

"Plant and Equipment" means any plant and equipment in or on the Premises for or in connection with any:

- (a) Service; or
 (b) heating, cooling, lighting, power or plumbing;

"Premises" means that part of the Land as specified in Item 1 of Schedule A and all structures and improvements on that part of the Land;

"Primary Payment" means any payment by the Lessee to the Lessor under this Document;

"Public Liability Insurance Amount" means the amount specified in Item 10 of Schedule A;

"Rent" means the rent specified in Item 6 of Schedule A as varied from time to time under this Document;

"Schedule" means the schedule to this Document;

"Service" means electricity, gas, oil, fuel, water, telecommunications or other like commodity, facility or service and includes such services as are provided by the Lessor under the Jetties Regulations 1940;

"Taxable Supply" has the meaning given in section 195-1 of the GST Act;

"Tax Invoice" has the meaning given in section 195-1 of the GST Act;

"Term" means the term specified in Item 3 of Schedule A and any Further Term;

"Termination" means the expiry by effluxion of time or sooner determination of the Term or any period of Holding Over; and

"Unfit for Occupation" means that the Premises or any part of the Premises are so destroyed or damaged as to:

- (a) render the Premises substantially unfit for occupation and use; or
 (b) interfere substantially with the Lessee's Rights.

2. INTERPRETATION

2.1 *Headings*

Except in Schedule A, headings in this Document do not affect its interpretation.

2.2 *Last day not a Business Day*

When the day or last day for doing an act is not a Business Day, the day or last day for doing the act will be the next following Business Day.

2.3 *Joint and several covenants*

If a Party comprises two or more persons, the covenants and agreements on their part bind and must be observed and performed by them jointly and each of them severally and may be enforced against any one or any two or more of them.

2.4 *Reference to a Party*

Unless repugnant to the sense or context, a reference to a Party includes that Party's executors, administrators, personal representatives, successors and assigns, and if a Party comprises two or more persons, the executors, administrators, personal representatives, successors and assigns of each of those persons.

2.5 *Reference to other document*

Subject to any contrary provision in this Document, a reference to any other deed, agreement, instrument or contract includes a reference to that other deed, agreement, instrument or contract as amended, supplemented or varied from time to time.

2.6 *Reference to a statute*

A reference to a statute includes a regulation, by-law, requisition or order made under that statute and any amendment to or re-enactment of that statute, regulation, by-law, requisition or order from time to time in force.

2.7 *Singular, plural and gender*

Where applicable:

- (a) words denoting the singular include the plural;
- (b) words denoting the plural include the singular; and
- (c) words denoting a gender include each gender.

2.8 *Reference to a person and a body corporate*

Where applicable:

- (a) a reference to a body corporate includes a natural person; and
- (b) a reference to a person includes a body corporate.

2.9 *Professional body*

A reference to a professional body includes a successor to or substitute for that body.

2.10 *Month*

Unless repugnant to the sense or context, "month" means calendar month.

2.11 Lessee's Covenants

Unless repugnant to the sense or context, a covenant by the Lessee not to do or omit to do any act or thing includes:

- (a) a covenant not to suffer that act or thing to be done or omitted to be done by a Permitted Person; and
- (b) a covenant to do everything necessary to ensure that that act or thing is not done or omitted to be done.

PART II GRANT OF LEASE

3. GRANT OF LEASE

The Lessor:

- (a) LEASES the Premises subject to all Encumbrances; and
- (b) GRANTS the Lessee's Rights;

to the Lessee for the term specified in Item 3 of Schedule A subject to:

- (c) the payment of the Money Payable; and
- (d) the observance and performance of the Lessee's Covenants;

but RESERVING to the Lessor the Lessor's Rights.

4. QUIET ENJOYMENT

Except as provided in this Document and subject to the observance and performance of the Lessee's Covenants, the Lessee may quietly hold the Premises and enjoy the Lessee's Rights during the Term without any interruption or disturbance from the Lessor or any person lawfully claiming through or under the Lessor.

5. EASEMENTS**5.1 Purposes for which Lessor may act**

The Lessor may for the purpose of providing:

- (a) a public or private entrance to or exit from;
- (b) a support for a structure erected on;
- (c) the supply of a Service, a Facility, or telephone or electronic communication to; or

(d) any other right, privilege or facility for;

the Premises, the Land or any other land, do any of the things specified in clause 5.2.

5.2 *Rights of Lessor in respect of easements*

The Lessor may for the purposes detailed in clause 5.1 and subject to clause 5.3:

- (a) grant rights of support to or enter into any arrangement or agreement with:
 - (i) any owner, lessee, tenant, occupier, or other person, interested in land adjacent to or near to the Premises; or
 - (ii) any public Authority;
- (b) install or run any Service, Facility or telephone or electronic communication through or under the Premises;
- (c) dedicate or transfer any part of the Land; or
- (d) grant or create any easement or privilege in favour of any person or public Authority over or affecting the Premises, the Land or any other land.

5.3 *Easements may not substantially derogate from Lessee's Rights*

The Lessor may not without the Lessee's consent, dedicate, transfer, grant or create any easement, right or privilege which substantially or permanently derogates from the enjoyment of Lessee's Rights by the Lessee.

PART III

RENT AND OTHER MONEY PROVISIONS

6. RENT

6.1 *Rent*

The Lessee must pay to the Lessor the Rent without deduction in the manner specified in Item 6 of Schedule A except that:

- (a) the first and last payments will be apportioned on a daily basis if they are in respect of the periods of less than THREE (3) months; and
- (b) the first payment is due on or before the Date of Commencement.

6.2 *Management Fee*

The Lessee must pay to the Managing Agent the Management Fee without deduction in the manner provided for in Item 11 of Schedule A.

6.3 *Harbour Area Contribution*

- (a) The Lessee must pay to the Lessor the Harbour Area Contribution without deduction in the manner provided for in Item 12 of Schedule A.
- (b) On every third anniversary of the Date of Commencement during the Term and any period of Holding Over ("Review Date"), the Harbour Area Contribution with effect from that date may be reviewed by the Lessor in its absolute discretion so that it is the greater of:
 - (i) the Harbour Area Contribution payable for the TWELVE (12) months immediately preceding that Review Date multiplied by the Consumer Price Index number most recently published prior to that Review Date and divided by the Consumer Price Index number most recently published prior to the Date of Commencement or the immediately preceding Review Date as the case may be; or
 - (ii) the Harbour Area Contribution payable for the TWELVE (12) months immediately preceding that Review Date.

6.4 *GST Liability*

(a) **Payments exclusive of GST**

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

(b) **Primary Payment Increased**

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

- (i) the Primary Payment is increased by an amount equal to the applicable GST; and
- (ii) the Lessee must pay the amount of the increase in the same manner and on the same date as the Lessee is required to pay the Primary Payment.

(c) **Adjustment**

If the Primary Payment consists (wholly or partly) of the recovery by the Lessor of all or a portion of the Lessor's costs, the Primary Payment is to be reduced by the amount (or corresponding proportion) of the Input Tax Credits available to the Lessor in

respect of these costs and then increased by any applicable GST payable under clause 6.4(b).

(d) **Tax Invoice**

If a Primary Payment is to be increased to account for GST under clause 6.4(b) the Lessor must issue a Tax Invoice to the Lessee.

7. RENT REVIEW

7.1 Definitions

In this clause:

"Current CPI" means in respect of a Rent Review Date:

- (a) the Consumer Price Index number last published prior to that Rent Review Date; or
- (b) if the Lessor appoints an actuary to determine an index under clause 7.2, the number certified by that actuary;

"Current Market Rent" means the current market rent on an annual basis of the Premises on the assumption that:

- (a) the Lessee and the Lessor have observed all the terms of this Document;
- (b) the Lessee will occupy the Premises on the terms of this Document; and
- (c) if any part of the Premises has been damaged or destroyed, that part of the Premises has been reinstated;

taking into consideration:

- (d) current rent values in respect of new tenancies of vacant premises similar to the Premises;
- (e) current rent values in respect of rent reviews during current tenancies of premises similar to the Premises;
- (f) current rent values in respect of renewals of existing tenancies of comparable premises;
- (g) the permitted use of the Premises;
- (h) any Services provided by the Lessor of benefit to the Premises or for use from the Premises; and

but ignoring:

- (i) the value of any structure or other improvement erected on the Premises by the Lessee;

- (j) any value attaching to goodwill created by the Lessee's occupation of the Premises;
- (k) any value attaching to the Lessee's trade fixtures and fittings on the Premises;
- (l) any value attaching to any licence or permit in respect of the business carried on by the Lessee at the Premises;
- (m) the fact that part of the Term has elapsed at the Rent Review Date;
- (n) any rent free period, financial contribution, allowance or inducement whether in cash or kind, or other concession customarily or likely to be offered to tenants or prospective tenants; and
- (o) any temporary disturbance resulting from maintenance of any part of the Land or the Premises at any time carried out by the Lessor;

"Licensed Valuer" means a valuer who:

- (a) is a full member of the Australian Property Institute (Inc), Western Australian Division of not less than FIVE (5) years standing; and
- (b) has had not less than FIVE (5) years practical experience in Western Australia in the valuation of commercial property similar to the Premises;

"President" means the President or the person acting or deputising for the President for the time being of the Australian Property Institute (Inc), Western Australian Division;

"Previous CPI" means in respect of a Rent Review Date:

- (a) the Consumer Price Index number last published before:
 - (i) the immediately preceding Rent Review Date; or
 - (ii) if there is no preceding Rent Review date, the Date of Commencement ; or
- (b) if an actuary is appointed by the Lessor under clause 7.2, the number certified by that actuary;

"Rent Dispute Notice" means a notice given by the Lessee to the Lessor under clause 7.6 disputing the Rent stated in a Rent Review Notice;

"Rent Review Date" means each date specified in Item 7 of Schedule A; and

"Rent Review Notice" means a notice given by the Lessor to the Lessee under clause 7.4.

7.2 *Determination of Current or Previous CPI*

If:

- (a) in determining the Current CPI:
 - (i) the Consumer Price Index number is not published; or
 - (ii) in the opinion of the Lessor there is a material change in the basis of assessment of the Consumer Price Index; or
- (b) in determining the Previous CPI, no Consumer Price Index number was published within a period of FOUR (4) months prior to:
 - (i) the immediately preceding Rent Review Date; or
 - (ii) if there is no preceding Rent Review Date, the Date of Commencement;

the Lessor may appoint an actuary from the Fellows of the Institute of Actuaries of Australia to determine:

- (c) in respect of the Current CPI, an index number which reflects the prevailing levels of prices for the Perth Metropolitan area at that Rent Review Date; or
- (d) in the case of the Previous CPI, an index number which reflects the prevailing levels of prices for the Perth Metropolitan area at:
 - (i) the date of the immediately preceding Rent Review Date; or
 - (ii) if there is no preceding Rent Review Date, the Date of Commencement;

and

- (e) the actuary's certificate will be:
 - (i) final and binding on the Lessor and the Lessee; and
 - (ii) used to determine the Current CPI or the Previous CPI as appropriate; and
- (f) the Lessor and the Lessee must pay the actuary's costs and expenses in equal shares.

7.3 *Rent Review*

On each Rent Review Date the Rent, payable on a calendar year basis, with effect from that Rent Review Date will be reviewed so that it is the greater of:

- (a) the Current Market Rent;

- (b) the Rent for the month immediately preceding that Rent Review Date multiplied by TWELVE (12) and multiplied by Current CPI and divided by Previous CPI; and
- (c) the Rent payable for the month immediately preceding that Rent Review Date multiplied by TWELVE (12).

7.4 *Rent Review Notice*

The Lessor may at any time not earlier than THREE (3) months prior to each Rent Review Date by notice in writing to the Lessee review and fix the Rent calculated on an annual basis at:

- (a) the Rent payable for the month immediately preceding that Rent Review Date multiplied by TWELVE (12) and multiplied by the Current CPI divided by the Previous CPI; or
- (b) an amount which in the opinion of the Lessor is the Current Market Rent;

but failure to give a Rent Review Notice in respect of a Rent Review Date will not affect the right of the Lessor to give a Rent Review Notice at any time in respect of that Rent Review Date.

7.5 *Reviewed Rent payable from Rent Review Date*

The amount of the Rent stated in the Rent Review Notice is payable from the applicable Rent Review Date even if:

- (a) the Rent Review Notice was given after the applicable Rent Review Date; or
- (b) a Rent Dispute Notice is given;

but if the Rent Review Notice is given later than NINE (9) months after a Rent Review Date, the reviewed Rent will be payable from the date of service of that Rent Review Notice.

7.6 *Rent Dispute Notice*

If the Lessee on receiving a Rent Review Notice is of the opinion that the Rent stated in the Rent Review Notice as the Current Market Rent is not the Current Market Rent, the Lessee may by Rent Dispute Notice within TEN (10) Business Days of receiving a Rent Review Notice require the Current Market Rent to be determined by a Licensed Valuer.

7.7 *Determination by valuer*

- (a) If the parties cannot agree on a Licensed Valuer to determine the Current Market Rent, either the Lessor or the Lessee may request the President to appoint a Licensed Valuer for this purpose on terms that:

- (i) the Licensed Valuer will determine the Current Market Rent within TWENTY EIGHT (28) Business Days of the appointment; and
 - (ii) the Licensed Valuer determines the Current Market Rent of the Premises as at the relevant Rent Review Date and gives the Licensed Valuer's determination and the reason for it in writing to the Lessor and the Lessee.
- (b) The Licensed Valuer's determination is binding on the Lessor and the Lessee.

7.8 *Valuer appointed is expert not arbitrator*

A Licensed Valuer appointed by the President under clause 7.7 will act as an expert and not as an arbitrator.

7.9 *Rent determined different from that stated in Rent Review Notice*

On the amount of the Rent being agreed or determined:

- (a) the Lessor must refund to the Lessee any money which by reason of the agreement or determination constitutes an over payment of Rent together with Interest for that period; or
- (b) if the Rent as agreed or determined is higher than the Rent stated in the Rent Review Notice, the Lessee must immediately pay to the Lessor for the period from the applicable Rent Review Date to the date on which the reviewed Rent is paid the difference between the reviewed Rent and the amount stated in the Rent Review Notice together with Interest for that period.

7.10 *Payment of costs*

The Lessor and the Lessee must each pay one half of the Licensed Valuer's costs of determining the Current Market Rent.

8. NOT TO CAUSE RENT REDUCTION

The Lessee must not by any act or omission:

- (a) cause, directly or indirectly the Rent to be reduced; or
- (b) impose on the Lessor any liability of the Lessee under this Document except:
 - (i) if obliged to do so by any statute from time to time in force; or
 - (ii) with the consent of the Lessor.

9. OUTGOINGS

9.1 *Outgoings*

The Lessee must pay promptly all outgoings assessed, charged or incurred in respect of the Premises or in respect of any Service provided anywhere on the Premises or the Land, including but not limited to:

- (a) council rates and charges together with all rubbish removal rates and charges;
- (b) land tax (on a single ownership basis) and metropolitan regional improvement tax;
- (c) water consumption, drainage and sewerage rates including, but not limited to, meter rents, installation and service charges and charges for the disposal of stormwater;
- (d) telephone, electricity, gas and other power and light charges and expenses including, but not limited to:
 - (i) charges and assessments for use under assessments or meter readings;
 - (ii) meter rents; and
 - (iii) the cost of installation or replacement of any meter, wiring or other apparatus necessitated by the use of electricity, gas and other power;
- (e) any levy imposed on the Land or the Lessor or relating in any way to the supply or use of the Premises by any statutory, governmental or semi-governmental Authority;
- (f) levies and other charges of the Department of Fire and Emergency Services;
- (g) costs incurred by the Lessor in providing security for the Premises;
- (h) costs of cleaning, removing rubbish or removing graffiti;
- (i) costs of maintaining any garden, lawn or cultivated area;
- (j) any fees and costs charged by a consultant or managing agent for managing the Premises or providing management services in relation to the Premises on behalf of the Lessor including but without limitation postage and petties; and
- (k) any fees, costs, dues or other charges associated with the use or occupation by the Lessee of a boat pen, service wharf or any other service provided by the Lessor to the Lessee under the Jetties Regulations 1940.

9.2 *Bulk Supplies*

If the Lessor obtains from a supply authority and supplies the Lessee with the Lessee's requirements in respect of a Service:

- (a) the Lessee must pay to the Lessor in respect of the supply to the Lessee of the Service to the Premises the amount, calculated in the absence of the Lessee complying with the requirements of clauses 9.2(b) at the tariff or rate as determined from time to time by the Lessor, which the appropriate supply authority would require the Lessee to pay for that supply of Service if that supply authority had supplied that Service directly to the Lessee;
- (b) notwithstanding clause 9.2(a), the Lessee acknowledges that:
 - (i) unless the Lessee has specifically nominated by notice in writing to the Lessor a particular tariff or rate for the supply of electricity which would be available to the Lessee directly from the appropriate supply authority; and
 - (ii) there is a suitable meter installed in the Premises which will permit such a tariff or rate to be calculated and charged;

the Lessee will be charged, and must pay the Lessor, for the supply of electricity at the tariff or rate as determined from time to time by the Lessor, which the Lessee further acknowledges may not be the cheapest tariff or rate available for the direct supply of electricity to the Premises;

- (c) whilst the Lessor supplies a Service it may impose upon the Lessee the same conditions as the relevant supply authority from time to time imposes when or before supplying that Service to consumers at premises similar to the Premises and the Lessee shall at all times comply with those conditions;
- (d) the Lessor may render accounts for the supply of any Service from time to time and the Lessee must pay the amount of those accounts within FOURTEEN (14) days of each account being so rendered;
- (e) upon Termination, the Lessor may render an account up to the date of that termination and the amount shown to be owing by the Lessee shall be paid to the Lessor immediately;
- (f) if the Lessee fails to pay any account rendered by the Lessor within the time mentioned, the Lessor may without limiting any right or power of the Lessor in relation to the failure, terminate the supply of that Service to the Premises until that account is paid in full; and
- (g) the Lessor will not be responsible for any failure to provide the supply of a Service due to default of the relevant Authority or due to any other cause beyond the reasonable control of the Lessor

known or unknown except due to the Lessor's default or want of due care.

10. COSTS AND EXPENSES

10.1 *Definition*

In this clause:

"Legal Fees" means all amounts which are payable or have been paid by the Lessor to the Lessor's lawyer calculated on whichever of the following bases costs are determined as between the Lessor and the Lessor's lawyer:

- (a) as stated in a written agreement between the Lessor and the Lessor's lawyer; or
- (b) the maximum permitted scale for the work involved.

10.2 *Payment of costs*

- (a) The Lessee must pay to the Lessor all the costs, outgoings, fees, stamp and duties, Legal Fees and disbursements, and payments, which the Lessor pays or is liable to pay in connection with or incidental to:
 - (i) the instructions for and the preparation, execution, stamping, and any necessary registration, of this Document;
 - (ii) any inspection or report concerning the Premises;
 - (iii) the Money Payable;
 - (iv) any breach of the Lessee's Covenants;
 - (v) the exercise or purported or attempted exercise of the Lessor's Rights;
 - (vi) any work done at the request of the Lessee;
 - (vii) obtaining or attempting to obtain payment of the Money Payable; and
 - (viii) any action, suit or proceeding arising out of, concerned with, or incidental to:
 - (1) any of the matters referred to in subparagraphs (i) to (vii); or
 - (2) any other matter connected with, incidental to or arising out of this Document;

unless costs are awarded to the Lessee against the Lessor in that action, suit or proceeding;

if they are of a reasonable amount and have been reasonably incurred, which costs will be presumed to be:

- (ix) reasonably incurred if incurred with the express or implied approval of the Lessor;
 - (x) reasonable in amount if the amount is expressly or impliedly approved by the Lessor; and
 - (xi) reasonable in amount if calculated in terms of an agreed hourly rate as stated in a written agreement between the Lessor and its lawyers; and
- (b) the Lessee must pay, or if demand is made by the Lessor, must pay to the Lessor:
- (i) all filing and registration fees in connection with this Document;
 - (ii) all duty, fines and penalties payable under the Duties Act 2008, debits tax, and other statutory duties or taxes on or in respect of:
 - (1) this Document;
 - (2) the Money Payable;
 - (3) payment to, or receipt by, the Lessor of the Money Payable; and
 - (4) the debiting or crediting of the Lessor's bank account with the Money Payable; and
 - (iii) the Managing Agent's fee relating to the grant of this lease of the Premises to the Lessee and the processing of this Document.

11. INTEREST ON OVERDUE MONEY

Without affecting the rights, powers and remedies of the Lessor under this Document, the Lessee must pay to the Lessor on demand Interest on any Money Payable which is unpaid for SEVEN (7) days computed from the due date for payment until payment.

PART IV**MAINTENANCE AND ALTERATION TO PREMISES****12. LESSEE TO MAINTAIN PREMISES****12.1 General**

- (a) The Lessee must maintain the Premises including but without limitation all structural parts of the Premises in safe, good order, repair and condition.
- (b) Without limiting the Lessee's obligations under clause 12.1(a), the Lessee must:
 - (i) prior to the first anniversary of the Date of Commencement develop a rust and corrosion prevention programme to minimise rust and corrosion occurring in all buildings and improvements constructed from time to time on the Premises;
 - (ii) during the Term implement and carry out the arrangements, practices and procedures contained in the Lessee's rust and corrosion prevention programme; and
 - (iii) on demand by the Lessor, provide to the Lessor a copy of the Lessee's rust and corrosion prevention programme and suitable evidence of the Lessee's implementation and carrying out of this programme.
- (c) The Lessee must replace all broken or damaged glass in the external doors, walls or windows of or to the Premises irrespective of the cause of breakage or damage.
- (d) The Lessee must maintain the internal and external appearance of the Premises including but not limited to external windows and garden areas in a proper and tidy manner, in keeping with the general presentation, design and decoration of the Land, using suitable, good quality materials of a colour and quality first approved by the Lessor in writing, which approval may not be unreasonably withheld.
- (e) The Lessee must replace any notice or sign on the Premises which the Lessor in its absolute discretion requires to be replaced.

12.2 Repair promptly

The Lessee must promptly at its own expense repair to the satisfaction of the Lessor any damage to the Premises.

12.3 Free from rubbish and remove graffiti

- (a) The Lessee must at all times keep the Premises clean and free from rubbish.
- (b) If any graffiti appears on the Premises, the Lessee must at the Lessee's cost:
 - (i) in the case of graffiti which is racist or obscene, remove that graffiti immediately the Lessee discovers or is notified of the appearance of that graffiti; and
 - (ii) in the case of any other graffiti, remove that graffiti within FORTY EIGHT (48) hours of that graffiti appearing.

12.4 Pest control

The Lessee must take reasonable precautions to keep the Premises free of animals, birds, insects and other pests and if required by the Lessor, at the cost of the Lessee employ from time to time pest exterminators approved by the Lessor.

12.5 Lessee must periodically test Smoke Alarms and RCDs

Without limiting the Lessee's obligations under clause 12.1(a), the Lessee must:

- (a) every SIX (6) months during the Term test all smoke alarms and RCDs in the Premises in accordance with AS/NZS 3760;
- (b) after each testing, promptly replace any smoke alarms or RCDs which are identified as not working or being defective;
- (c) keep and maintain a maintenance log book which records the testing of the smoke alarms and RCDs in the Premises; and
- (d) on demand by the Lessor, permit the Lessor to inspect the Lessee's maintenance log book which records the Lessee's testing of the smoke alarms and RCDs in the Premises.

13. FIXTURES FACILITIES AND PLANT AND EQUIPMENT IN THE PREMISES**13.1 Maintain**

The Lessee must maintain all fixtures, Facilities and Plant and Equipment in the Premises in safe, good repair, order and condition and must promptly replace any damaged parts or items.

13.2 Replacements

If the Lessee is liable to replace any of the fixtures, the Facilities or the Plant and Equipment in the Premises, the Lessee must:

- (a) replace that fixture, Facility or Plant and Equipment with an item of similar quality, colour, and design; and
- (b) carry out the replacement to the reasonable satisfaction of the Lessor.

13.3 Facilities

The Lessee must keep the Facilities within the Premises unobstructed.

13.4 Service of airconditioning plant

The Lessee must enter into a contract with a reputable airconditioning service company for the maintenance and regular servicing of any airconditioning plant and equipment within the Premises.

14. ALTERATIONS

14.1 Restriction on alterations

The Lessee must not:

- (a) make any alteration or addition to or demolish any part of the Premises;
- (b) remove, alter or add to any fixtures, the Plant and Equipment or any Facility in the Premises;
- (c) make any increased demand on Services;

without the prior consent of the Lessor and subject to:

- (d) the requirements of any statute in force from time to time, the insurer of any of the Insured Risks and the Insurance Council of Australia; and
- (e) any condition reasonably imposed by the Lessor.

14.2 Consent to alterations

In giving consent to any alteration, the Lessor may impose any reasonable condition, including, but not limited to, a condition that:

- (a) the work be carried out in accordance with drawings or specifications approved by the Lessor; and
- (b) the Lessor requires the Lessee to carry out other work to or in the Premises as a consequence of the alteration, addition, demolition or installation requested by the Lessee.

14.3 Other work necessitated by alteration

If any other work is:

- (a) required by the Lessor as a condition of giving consent as mentioned in clause 14.1; or
- (b) necessary to comply with a statute for the time being in force or the requirement of an insurer of the Insured Risks or the Insurance Council of Australia;

the Lessee must at the option of the Lessor either:

- (c) carry out that other work; or
- (d) permit the Lessor to carry out that other work;

at the cost of the Lessee in accordance with any requirement imposed by the Lessor in respect of that other work.

14.4 Asbestos and other harmful substances

The Lessee must:

- (a) not install in the Premises:
 - (i) asbestos; or
 - (ii) any other material having the potential to harm the health or safety of persons in the Premises; and
- (b) at the Lessee's cost remove from the Premises and make good any damage caused by the removal of:
 - (i) asbestos; or
 - (ii) any other material having the potential to harm the health or safety of persons in the Premises.

14.5 Occupational Safety and Health Act 1984

- (a) The Lessee acknowledges and agrees that for the purposes of the Occupational Safety and Health Act 1984, the Lessee has control of the Premises.
- (b) Except to the extent caused by the Lessor, the Lessee releases and indemnifies and agrees to keep indemnified the Lessor from and against all Losses for or in respect of which the Lessor is or may become liable by reason of the Occupational Safety and Health Act 1984, in respect of the Premises or its use.

PART V

USE OF PREMISES

15. USE OF THE PREMISES

15.1 Purpose

The Lessee must not use any part of the Premises for any purpose other than the purpose specified in Item 5 of Schedule A.

15.2 No warranty as to use

The Lessor gives no warranty as to the use to which the Premises may be put.

15.3 Premises subject to restrictions

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

15.4 Consent or authority needed

If any business carried on by the Lessee at the Premises is permissible only with consent, licence or authority under any statute, the Lessee must obtain that consent, licence or authority and comply with that statute.

15.5 Continuous and Active Use

The Lessee must during the Term and any subsequent extension actively and regularly use substantially the whole of the Premises for the purpose of carrying out the Lessee's business on a substantive basis and if the Lessee fails to do so for any period of SIXTY (60) consecutive days then the Lessor may on the expiry of the SIXTY (60) day period immediately terminate the Term.

15.6 Light Premises at night

The Lessee must ensure that at night the exterior of the Premises is adequately lit in accordance with the requirements of the Lessor from time to time.

16. FLOOR OVERLOADING

The Lessee must not do any act or thing which might result in excessive stress or floor loading to any part of the Premises.

17. CHEMICALS AND INFLAMMABLE SUBSTANCES

The Lessee must not, except for reasonable quantities for normal applications in connection with:

- (a) the cleaning of the Premises or any equipment in the Premises; or
- (b) the purpose specified in Item 5 of Schedule A,

use or store any chemical or inflammable substance within the Premises provided however that if the Lessee uses or stores any chemical or inflammable substance permitted by this clause, the Lessee must do so strictly in compliance with all statutes from time to time in force relating to the use or storage of such chemicals or inflammable substances.

18. MISCELLANEOUS RESTRICTIONS ON USE

18.1 Infectious diseases

If any notifiable infectious disease occurs in the Premises, the Lessee must:

- (a) notify each proper public Authority; and
- (b) comply with each requirement of each proper public Authority.

18.2 Advertisements, signs or notices

- (a) The Lessee must not display from or affix to the Premises any advertisement, sign or notice without the prior, written consent of the Lessor which consent the Lessor may withhold in its absolute discretion and the Lessor's consent may be withheld if:
 - (i) the Lessee does not submit scale plans and specifications of the proposed advertisement, sign or notice to the Lessor prior to displaying or affixing that advertisement, sign or notice; or
 - (ii) the advertisement, sign or notice displayed or affixed does not conform exactly to the plans and specifications first approved of by the Lessor under this clause; and

the Lessor in its absolute discretion may at any time withdraw its consent to an advertisement, sign or notice in the event that the Lessee does not comply with a reasonable direction from the Lessor in respect of the condition, repair and maintenance of that advertisement, sign or notice and the Lessee must remove that advertisement sign or notice within SEVEN (7) days of being notified by the Lessor that the Lessor no longer consents to a certain advertisement, sign or notice.

18.3 Aerials and amplified noise

- (a) The Lessee must not:
 - (i) construct or place in or on the Premises any radio, television or telecommunications aerial or antenna; or
 - (ii) use any sound producing equipment so as to be audible on or from outside the Premises;

without the prior written consent of the Lessor or after that consent is withdrawn provided however that the Lessor may not unreasonably withhold its consent to an aerial or antenna less than FOUR (4) metres in length which is required by the Lessee for carrying on the business it is permitted under this Document to carry on from the Premises.

- (b) The Lessor may at any time withdraw a consent given under this subclause if the Lessor reasonably so determines, having regard to the rights or interests of the Lessor and the owners and occupiers of nearby properties, in which case the Lessee must remove the equipment.

18.4 *Offensive activities*

The Lessee must not do or carry on in the Premises:

- (a) any harmful, offensive or illegal act, matter or thing; or
- (b) any act or thing which causes nuisance, damage, or disturbance to the Lessor or any owner, or occupier of nearby properties.

18.5 *Not Reside*

Except with the prior written consent of the Lessor, the Lessee must not reside or stay overnight or permit any person to reside or stay overnight in the Premises.

18.6 *No Touting*

The Lessee must not, without the Lessor's prior written consent which consent may be withheld or withdrawn at any time by the Lessor in the Lessor's absolute discretion, advertise, solicit or tout for business, or spruik, whether verbally or by use of any loud speakers, sound producing equipment, hoardings, written materials or any other aid in any area within a FIVE HUNDRED METRE (500m) radius of the Premises.

18.7 *Not Pollute*

The Lessee must do all things necessary to prevent and must not do or permit or suffer to be done anything likely to cause pollution or contamination of the Premises or the Land or the waters adjacent to the Land by garbage, refuse, waste matter, oil and other pollutants whether by stormwater or other run-off or arising from use of the Premises and in particular but without limiting the generality of the Lessee's obligations under this clause, to collect and dispose of all garbage, refuse waste, solid and liquid, oil and other pollutants from the Premises at a place and in a manner required or approved by the Authorities having control over the disposal of waste matter and the protection of the environment and if contrary to the covenants by the Lessee contained in this clause any garbage, refuse, waste matter, oil or other pollutants escape from the Premises into the Land or the waters adjacent to the Land, but without prejudice to any other right or remedy of the Lessor, to clear the

Premises, the Land and the waters adjacent to the Land thereof, and to otherwise minimise and neutralise the effect of the escape.

18.8 *No Animals or Birds*

The Lessee must not keep or permit to be kept any animal or bird on the Premises without the prior written approval of the Lessor.

18.9 *Use of Services*

The Lessee must not overload, damage, misuse or modify any of the Services.

19. ENTRY BY LESSOR

The Lessee must permit entry to the Premises by the Lessor:

19.1 *General*

(a) at all reasonable times on the Lessor giving to the Lessee reasonable notice; or

(b) on demand in the case of emergency;

with or without:

(c) workers and others; and

(d) plant, equipment and materials:

for the purposes mentioned in this clause;

19.2 *Inspect state of repair*

to inspect the state of repair of the Premises and to ensure compliance with the Lessee's Covenants;

19.3 *Carry out surveys*

to carry out surveys or works which the Lessor in its absolute discretion considers necessary to be carried out without being liable in any way to the Lessee for any compensation but provided that those surveys or works are carried out in a manner which causes the least possible inconvenience to the Lessee;

19.4 *Comply with Authorities*

to comply with any requirement, notification or order of an Authority having jurisdiction or authority over or in respect of the Premises for which the Lessor is liable under this Document; or

19.5 *Affix Notices*

to affix re-letting notices to the Premises during the last SIX (6) months of the Term.

PART VI

INSURANCE, INDEMNITIES AND EXTENT OF LIABILITY

20. INSURANCE

20.1 Public liability insurance

- (a) The Lessee must effect and maintain with a reputable insurance company in respect of the Premises adequate public liability insurance in the names of the Lessor and the Lessee for their respective rights and interests in the Premises for the time being in an amount not less than the Public Liability Insurance Amount in respect of any one claim or any higher amount required by the Lessor from time to time and unlimited in the aggregate but the Lessee acknowledges that it is the Lessee's sole responsibility to ensure that it holds adequate public liability insurance and that the Lessor is under no obligation during the Term to ensure that the Lessee is adequately covered.
- (b) The Lessee must ensure that the policy of insurance effected under this clause contains a provision for cross liability.
- (c) The Public Liability Insurance Amount shall be increased in respect of each FIVE (5) years of the Term by that percentage of the insured amount prior to the increase that is equal to the percentage increase in the Consumer Price Index for Perth (All Groups) as published by the Australian Bureau of Statistics between that current at the commencement of the FIVE (5) year period and that current on the last day of the FIVE (5) year period.

20.2 Insurance of Premises

The Lessee must insure and keep insured to the full insurable value on a replacement or reinstatement value basis all structures and improvements situated on the Premises in the names of the Lessor and the Lessee for their respective rights and interests for the time being and against the Insured Risks and such other risks as the Lessor may reasonably require.

20.3 Insurance of Lessee's Fixtures

The Lessee must insure and keep insured to the full insurable value on a replacement or reinstatement basis the Lessee's fixtures against such risks as the Lessor may reasonably require.

20.4 Workers' compensation insurance

The Lessee must effect and maintain a policy of employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Lessee employed in, about or from the Premises.

20.5 Glass

The Lessee must effect and maintain with an insurance company a policy of insurance against all risks in respect of the glass in the doors, walls or windows of or to the Premises.

20.6 Supply details etc.

The Lessee must in respect of the insurance mentioned in this clause:

- (a) supply to the Lessor details;
- (b) produce each policy or certificate of insurance and each receipt for premiums or certificates of currency issued by an Insurance Company or insurance broker approved by the Lessor when required to do so by the Lessor;
- (c) ensure that each insurance conforms to the reasonable requirements from time to time of the Lessor of which the Lessee is given notice;
- (d) not alter the terms or conditions of any policy without the prior written approval of the Lessor; and
- (e) deliver promptly to the Lessor particulars of any alteration of the terms and conditions of each policy.

20.7 Not to invalidate insurance

The Lessee must not without the Lessor's prior approval do or omit to do any act or thing or bring or keep anything in the Premises:

- (a) which might render the insurance on the Premises void or voidable; or
- (b) which might cause the rate of premium to be increased.

21. LESSEE'S INDEMNITIES**21.1 Indemnities paramount**

The obligation of the Lessee to indemnify the Lessor:

- (a) under this Document; or
- (b) by law;

is unaffected by the obligation of the Lessee to effect insurance and the obligation of the Lessee to indemnify is paramount.

21.2 Indemnity in respect of Lessor's expenses

To the extent permitted by law, the Lessee must on demand pay to the Lessor an amount equal to all money paid by the Lessor in respect of any liability of the Lessee under this Document.

21.3 Lessee responsible as if owner

The Lessee is subject to the same responsibilities relating to persons and property to which the Lessee would be subject if during the Term the Lessee were the owner and occupier of the freehold of the Premises.

21.4 General indemnity

The Lessee INDEMNIFIES the Lessor against all Losses for which the Lessor becomes liable in respect of loss or damage to property or death or injury of any nature or kind and however or wherever sustained:

- (a) caused or contributed to by the use or occupancy of the Premises except to the extent caused or contributed to by the act or omission of the Lessor;
- (b) resulting from an act or omission of the Lessee; or
- (c) resulting from a notice, claim or demand to pay, do or perform any act or thing to be paid, done or performed by the Lessee under this Document except to the extent that the Lessor is obliged under the provisions of this Document to pay for or contribute to that cost.

22. LESSEE'S OBLIGATIONS AT RISK AND EXPENSE OF LESSEE

Unless this Document otherwise provides, whenever the Lessee is obliged or required by this Document to do or omit to do any act or thing, the doing or the omission of that act or thing will be at the sole risk and expense of the Lessee.

23. LIMIT OF LESSOR'S LIABILITY**23.1 Lessor not liable for failure to perform and observe Lessor's Covenants**

The Lessor will not be liable for any failure to perform or observe the Lessor's Covenants due to any reason beyond the direct control of the Lessor.

23.2 Lessor not liable for loss, damage or injury

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

23.3 Lessor liable while vested or registered proprietor

The Lessor is only liable for breaches of the Lessor's Covenants occurring while the Land is vested in that person or that person is the registered proprietor of the Land.

PART VII

MISCELLANEOUS COVENANTS BY LESSEE

24. REPORT TO LESSOR

The Lessee must report promptly to the Lessor in writing and in the case of emergency, verbally:

24.1 *Damage to or defect in Premises*

any material damage to or defect in the Premises, the Services in or serving the Premises, the fixtures, the Plant and Equipment or the Facilities in the Premises of which the Lessee is or ought to be aware;

24.2 *Circumstance likely to cause damage or danger*

any circumstance likely to:

- (a) be a danger; or
- (b) cause any damage or danger;

to the Premises or any person on the Land or in the Premises or to the Services in or serving the Premises of which the Lessee is aware.

25. NOT IMPEDE EXERCISE OF LESSOR'S RIGHTS

The Lessee must not impede the exercise of the Lessor's Rights.

26. COMPLIANCE WITH STATUTES

Notwithstanding anything to the contrary contained or implied in this Document, the Lessee must duly and punctually comply with, observe, carry out and conform to the requirements of all statutes from time to time in force relating to the Premises or the use of the Premises.

PART VIII

DEFAULT

27. DEFAULT BY LESSEE

27.1 *Events of Default*

An event of default occurs if:

- (a) any Rent or other moneys payable under this Document is unpaid for SEVEN (7) days after becoming due whether or not demand for payment has been made;

- (b) the Lessee is in breach of any of the Lessee's Covenants other than covenants to pay Rent or other Moneys Payable under this Document for FOURTEEN (14) days after notice has been given to the Lessee;
- (c) the Lessee admits in writing its inability to pay its debts;
- (d) a mortgagee takes possession of any property of the Lessee;
- (e) the Lessee is in breach of a provision of an instrument other than this Document giving the Lessee a right to occupy or use any part of the Land;
- (f) the Lessee is in breach of an obligation to pay to the Lessor such charges levied in accordance with the Jetties Regulations 1940 as have been incurred pursuant to clause 9.1(k) for the provision of any relevant services by the Lessor to the Lessee;
- (g) any execution is issued against the Lessee (whether being a corporation or person) and is not satisfied or withdrawn within THIRTY (30) days of issuance;
- (h) any order is made or if there is any application made for an order or warrant under the Civil Judgments Enforcement Act 2004 (WA) in relation to any property of the Lessee;
- (i) any mareva injunction or similar order, attachment, distress or other process is made, levied or issued against or in relation to any property of the Lessee;
- (j) the Premises is abandoned, deserted or vacated (other than for purpose of normal vacation periods) or the Lessee is dispossessed of the Premises by process of Law; or
- (k) any Insolvency Event occurs in respect of the Lessee.

27.2 *Lessor may retake possession*

After an Event of Default has occurred and without any notice or demand, the Lessor may at any time enter the Premises, and on re-entry the Term will immediately determine but without:

- (a) affecting any of the Lessor's Rights; or
- (b) releasing the Lessee from liability in respect of the Lessee's Covenants.

27.3 *Acceptance of Money Payable not to prejudice Lessor's Rights*

Demand by the Lessor for, or acceptance of, Money Payable after an Event of Default has occurred will not:

- (a) affect the exercise by the Lessor of the Lessor's Rights; or
- (b) operate as an election by the Lessor either to exercise or not to exercise the Lessor's Rights.

27.4 Lessor may remedy Lessee's default

If the Lessee:

- (a) omits or neglects to pay any Money Payable; or
- (b) does or fails to do anything which constitutes a breach of the Lessee's Covenants;

the Lessor may on each occasion without affecting any right, remedy or power arising from that default:

- (c)
 - (i) pay that Money Payable;
 - (ii) do or cease the doing of that thing; or
 - (iii) do both;

as if it were the Lessee; and

- (d) enter and remain on the Premises for that purpose;

and the Lessee must pay to the Lessor on demand the Lessor's cost of remedying each breach or default.

27.5 Exercise of Lessor's Rights

- (a) If the Lessor exercises the Lessor's Rights, it is presumed that the Lessor is entitled to exercise the Lessor's Rights unless the Lessee proves otherwise.
- (b) The Lessor may exercise the Lessor's Rights:
 - (i) without notice being required other than as provided in this Document; and
 - (ii) notwithstanding laches, neglect or previous waiver by the Lessor in respect of any breach of the Lessee's Covenants or the exercise of the Lessor's Rights.

27.6 Essential terms

Each of the Lessee's Covenants which are specified in:

- (a) clauses 6.1 ('Rent'), 6.3 ('Harbour Area Contribution') and 9 ('OUTGOINGS');
- (b) clauses 12.1 and 12.2 ('LESSEE TO MAINTAIN PREMISES' 'General' and 'Repair promptly');
- (c) clause 14 ('ALTERATIONS');
- (d) clause 15.1 ('USE OF PREMISES' 'Purpose');
- (e) clause 18.2 ('ADVERTISEMENTS, SIGNS OR NOTICES');

- (f) clause 20 ('INSURANCE');
- (g) clause 32 ('ASSIGNING, SUBLETTING AND CHARGING'); and
- (h) clause 54 ('BANK GUARANTEE OR CASH BOND');

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

27.7 Damages for breach of essential terms

In addition to any other remedy or entitlement of the Lessor including the right to terminate the estate granted by this Document:

- (a) the Lessee must compensate the Lessor in respect of any breach of an essential term;
- (b) the Lessor is entitled to recover damages from the Lessee in respect of such breaches; and
- (c) the Lessee COVENANTS with the Lessor, which covenant will survive the Termination or any deemed surrender at law of the estate granted by this Document, that if the Term is determined:
 - (i) for breach of an essential term by the acceptance by the Lessor of a repudiation of this Document by the Lessee; or
 - (ii) following the failure by the Lessee to comply with a notice given to the Lessee to remedy any default;

the Lessee must pay to the Lessor on demand the total of:

- (iii)
 - (1) the Rent then payable under this Document; and
 - (2) the Lessor's reasonable estimate of the outgoings which would have been payable by the Lessee;

for the unexpired balance of the Term if the Term had expired by effluxion of time; and

- (iv) Losses incurred or reasonably expected to be incurred by the Lessor as a result of that early determination including, but not limited to, all costs of reletting or attempting to relet the Premises;

less the rent and other money which the Lessor reasonably expects to obtain by reletting the Premises between the date of Termination and the date on which the Term would have expired by effluxion of time; but the Lessor:

- (v) must take reasonable steps to mitigate its Losses and endeavour to relet the Premises at a reasonable rent and on reasonable terms; and

- (vi) is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Document.

27.8 *Certificate to be conclusive*

A certificate given to the Lessee by the Lessor of the amount of the Rent and outgoings under clause 27.7(c) will be conclusive as between the Parties except in the case of manifest error.

27.9 *Separate suits*

The Lessor may without prejudice to any other remedy, sue the Lessee for any Money Payable which may from time to time become due and owing by the Lessee to the Lessor and in particular, the Lessor may:

- (a) sue for any instalments of Rent and outgoings as and when those instalments become due; and
- (b) by a separate suit or suits sue for any further sum or sums which may be found to be due or owing by the Lessee to the Lessor on the completion of the calculations made at the end of each year of the Term; and

neither the institution of any suit nor the entering of judgment in any suit will bar the Lessor from bringing a separate or subsequent suit or suits for the balance of any Money Payable.

PART IX

HOLDING OVER AND TERMINATION

28. DESTRUCTION OR DAMAGE TO PREMISES

- (a) If the Premises or any part of the Premises are so destroyed or damaged as to require major rebuilding, the Lessee may within SIX (6) months of the destruction or damage terminate the Term with immediate effect by giving notice to the Lessor.
- (b) Unless the Lessee has terminated the Term, the Lessee must within SIX (6) months of the destruction or damage give notice to the Lessor advising it:
 - (i) whether or not the Lessee intends to rebuild; and
 - (ii) if the Lessee intends to rebuild, how long that rebuilding is estimated to take.
- (c) If the Premises are so destroyed or damaged so as to require major rebuilding and:
 - (i) the Lessee has given the Lessor notice under paragraph (b) that it does not intend to rebuild; or

- (ii) the Premises remain Unfit for Occupation for a period of at least SIX (6) months;

the Lessor may give the Lessee notice to terminate the Term with immediate effect but without affecting the rights of either Party in respect of any antecedent breach by the other Party of the provisions of this Document.

- (d) If the Lessee elects to rebuild the Premises, the Lessee must proceed promptly with that rebuilding in accordance with the reasonable requirements of the Lessor and all relevant Authorities and the Lessee must cause all moneys received under any insurance policy effected by the Lessee in relation to the Premises to be applied towards rebuilding the Premises and promptly make up any deficiency out of the Lessee's own money.
- (e) For the avoidance of any doubt, if the Premises are Unfit for Occupation the Moneys Payable will not abate or cease to be payable.
- (f) If the Lessee does not elect to rebuild and the Term is terminated under this clause any insurance moneys received under any insurance policy effected by the Lessee in relation to the Premises must first be applied towards removing all remaining buildings, improvements and debris from the Premises and making good in accordance with Clause 30.4(b).

29. HOLDING OVER

If the Lessee remains in possession of the Premises after the expiry of the Term with the consent of the Lessor, the Lessee will be a monthly tenant of the Lessor at a rent equivalent to the Rent for the period immediately preceding the expiry of the Term increased by TEN PER CENT (10%) and otherwise on the same terms and conditions as this Document with the necessary modifications including but not limited to the exclusion of any option the Lessee has to renew the Term.

30. TERMINATION

30.1 *Restoration of the Premises on Termination*

Prior to Termination, unless the Lessor requires the Lessee to remove the buildings and improvements under clause 30.4, the Lessee at the Lessee's cost must restore:

- (a) the Premises;
- (b) the Facilities; and
- (c) the Plant and Equipment;

to a condition consistent with the observance and performance by the Lessee of the Lessee's Covenants, including but without limitation the Lessee's environmental covenants under clauses 18.7 and 50, fair wear and tear excepted.

30.2 *Yield up and surrender keys*

On Termination the Lessee must:

- (a) peaceably surrender and yield up to the Lessor the Premises in a condition consistent with observance and performance of the Lessee's Covenants; and
- (b) surrender to the Lessor all keys and security access devices providing access to or within the Premises held by the Lessee whether or not provided by the Lessor.

30.3 *Removal of Property and Fixtures from Premises*

Prior to Termination, the Lessee must remove from the Premises:

- (a) all property of the Lessee which is not a fixture; and
- (b) those fixtures which the Lessor requires the Lessee to remove; and

promptly make good to the satisfaction of the Lessor any damage caused by that removal.

30.4 *Removal of Buildings and Improvements*

The Lessee must:

- (a) if requested to do so by the Lessor at the Lessee's cost remove within ONE (1) month of Termination or such other greater period approved by the Lessor from the Premises all buildings and improvements constructed or situated thereon and all debris which the Lessor in its absolute discretion requires the Lessee to remove; and
- (b) promptly make good to the satisfaction of the Lessor any damage to the Premises caused by that removal.

31. PROPERTY AND FIXTURES NOT REMOVED AT TERMINATION**31.1 *Lessor may remove***

On re-entry the Lessor will have the right to remove any property of the Lessee and any fixtures which the Lessor has advised the Lessee must be removed from the Premises.

31.2 *Lessee to indemnify*

The Lessee INDEMNIFIES the Lessor against all damage caused by the removal of and the cost of storing that property and fixtures.

31.3 *Property may be sold*

All fixtures which the Lessor requires the Lessee to remove and property belonging to the Lessee not removed at Termination will, at the Lessor's

option become the absolute property of the Lessor and may be disposed of by the Lessor as the Lessor thinks fit.

31.4 *Lessee to pay damages*

In respect of any period until either:

- (a) the Lessor exercises an option under clause 31.3; or
- (b) the damage caused by the removal of the fixtures or property is made good;

whichever is the later, the Lessee must pay to the Lessor by way of damages an amount equal to the amount in respect of Rent and outgoings which would have been payable by the Lessee if the Lessee were Holding Over the Premises during that period.

PART X ASSIGNMENT

32. ASSIGNING, SUBLETTING AND CHARGING

32.1 *No assignment without consent*

The Lessee must not assign, mortgage or charge the leasehold estate in the Premises nor sublet, part with possession, or dispose, of the Premises or any part of the Premises without the consent of the Lessor and except under this clause.

32.2 *Exclusion of the Property Law Act*

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

32.3 *Changes in beneficial ownership of shares*

If the Lessee is a corporation the shares in which are not quoted on any stock exchange in Australia, any change in the beneficial ownership, issue or cancellation of shares in that corporation or any holding company of that corporation within the meaning of the Corporations Act will be deemed to be an assignment of the leasehold estate created by this Document.

32.4 *Consent to assignment*

The Lessor may not unreasonably withhold its consent to an assignment of the leasehold estate created by this Document if:

- (a) the proposed assignee is a respectable and responsible person of good financial standing, the onus of satisfying the Lessor in respect of those criteria being on the Lessee;

- (b) all Money Payable then due or payable has been paid and there is no existing unremedied breach of the Lessee's Covenants;
- (c) the Lessee procures the execution by the proposed assignee of a deed of assignment to which the Lessor is a party prepared and completed by the Lessor's lawyers at the cost of the Lessee in all respects;
- (d) the assignment contains a covenant by the assignee with the Lessor to pay all Money Payable and to perform and observe all the Lessee's Covenants; and
- (e) the Lessee pays to the Lessor the amounts specified in clause 32.8.

32.5 *Directors or shareholders must guarantee*

If the assignee is a corporation the shares in which are not quoted on any stock exchange in Australia, if required by the Lessor it will be a term of the Lessor's consent to the deed of assignment that the directors or the substantial shareholders at the option of the Lessor of that corporation guarantee to the Lessor the observance and performance by the assignee of the Lessee's Covenants including payment of all Money Payable.

32.6 *Covenants of assignee supplementary*

The covenants and agreements on the part of any assignee will be supplementary to the Lessee's Covenants and will not in any way relieve or be deemed to relieve the Lessee from the Lessee's Covenants.

32.7 *Consent to charge*

If the Lessor consents to a charge, that consent will only be in a form prepared and completed by the Lessor's lawyers at the cost of the Lessee in all respects and the Lessee must on demand pay to the Lessor all reasonable legal, professional and other costs, charges and expenses on a full indemnity basis incurred by the Lessor in relation to providing its consent including but without limitation the Managing Agent's fee for processing and arranging the execution of any documentation.

32.8 *Costs in respect of assigning*

If the Lessee wishes to assign the leasehold estate created by this Document, the Lessee must pay to the Lessor:

- (a) all reasonable legal, professional and other costs, charges and expenses on a full indemnity basis incurred by the Lessor of and incidental to:
 - (i) the enquiries made by or on behalf of the Lessor as to the respectability, responsibility and financial standing of each proposed assignee;

- (ii) the Managing Agent's fee relating to and for processing the assignment; and
- (iii) all other matters relating to the proposed assignment;

whether or not the assignment proceeds; and

- (b) if required by the Lessor, a sum nominated by the Lessor on account of the amounts mentioned in paragraph (a).

32.9 Subletting

If the Lessee wishes to sublet part of the Premises or permit an assignment or variation of a sublease:

- (a) the Lessor may not unreasonably withhold its consent in respect of a sublease or an assignment or variation of a sublease which is:
 - (i) prepared by the Lessor's lawyers;
 - (ii) not inconsistent in its terms with the covenants, terms, and conditions, of this Document;
 - (iii) to a respectable and responsible person of good financial standing, the onus of satisfying the Lessor of those criteria being on the Lessee;
 - (iv) for a use which is consistent with the uses of the Premises permitted under this Document and which use is approved of by the Lessor in its absolute discretion; and
 - (v) in the case of a variation of sublease, is a variation which is approved of by the Lessor in its absolute discretion;
- (b) the form of the sublease or assignment or variation of sublease will be subject to the written approval of the Lessor and must contain:
 - (i) a covenant prohibiting the sublessee from doing or allowing any act or thing in relation to the sublet premises inconsistent with the provisions of this Document;
 - (ii) a condition for re-entry by the sublessor on breach of any covenant by the sublessee; and
 - (iii) the same restrictions on assignment, subletting, charging or parting with possession of the sublet premises as appear in this Document; and
- (c) the Lessee pays to the Lessor the amounts specified in subclause 32.10.

32.10 Costs in respect of Subletting

If the Lessee wishes to sublease part of the Premises or assign or vary a sublease, the Lessee must pay to the Lessor:

- (a) all reasonable legal, professional and other costs, charges and expenses on a full indemnity basis incurred by the Lessor of and incidental to:
 - (i) the enquiries made by or on behalf of the Lessor as to the respectability, responsibility and financial standing of each sublessee or assignee;
 - (ii) the Managing Agent's fee for processing the sublease or assignment or variation of sublease; and
 - (iii) all other matters relating to the proposed sublease or assignment or variation of sublease;

whether or not the sublease or assignment or variation of sublease proceeds; and

- (b) if required by the Lessor, a sum nominated by the Lessor on account of amounts mentioned in paragraph (a).

PART XI MISCELLANEOUS

33. CONSENTS

Unless this Document otherwise expressly provides or provides that the Lessor may not unreasonably withhold its consent, the Lessor may withhold consent to any matter requiring consent.

34. ACT BY AGENTS

All acts and things which the Lessor is required or empowered to do under this Document may be done by the Lessor or the lawyer, agent, contractor or employee of the Lessor.

35. LESSEE LIABLE FOR PERMITTED PERSONS

The Lessee is liable for the acts or omissions of Permitted Persons arising out of and in connection with the rights and obligations created by this Document.

36. NOTICE

36.1 *Definition*

In this clause "Notice" includes each notice, demand, consent or authority given or made to any person under this Document.

36.2 *Form and Service*

A Notice to a person:

- (a) must be in writing;
- (b) may in the case of a notice to the Lessee be given or made by:
 - (i) delivering it to the Lessee personally;
 - (ii) addressing it to the Lessee and leaving it at or posting it to:
 - (1) the Lessee's address for notices specified in Item 8 of Schedule A;
 - (2) the Lessee's usual or last known place of residence;
 - (3) if the Lessee is in business as a principal, the Lessee's usual or last known place of business;
 - (4) if the Lessee is a corporation, its registered office or principal place of business; or
 - (5) any other address nominated by the Lessee by notice to the Lessor; or
 - (iii) sending the Notice by email to the email address nominated by the Lessee by notice to the Lessor which as from the date of this Document until otherwise nominated is the address specified in Item 8 of Schedule A;
- (c) may, in the case of a notice to the Lessor, be given or made by:
 - (i) delivering it to the Lessor;
 - (ii) addressing it to the Lessor and leaving it at or posting it to:
 - (1) the Lessor's address for notices specified in Item 8 of Schedule A; or
 - (2) any other address nominated by the Lessor by notice to the Lessee; or
 - (iii) sending the Notice by email to the email address nominated by the Lessor by notice to the Lessee which as

from the date of this Document until otherwise nominated is the address specified in Item 8 of Schedule A;

- (d) will be deemed to be given or made:
- (i) if by personal delivery, when delivered;
 - (ii) if by leaving the Notice at an address specified in paragraph (b) or paragraph (c), when left at that address unless the time of leaving the Notice is:
 - (1) not on a Business Day; or
 - (2) after FIVE (5) o'clock in the afternoon on a Business Day;

when it will be deemed to be given or made on the next following Business Day;
 - (iii) if by post, on the second Business Day following the date of posting of the Notice to an address specified in paragraph (b) or paragraph (c); and
 - (iv) if by email, when sent by email to the email address specified in paragraph (b)(iii) or paragraph (c)(iii), unless the sender receives an automated message that the email has not been delivered or the time of sending is:
 - (1) not on a Business Day; or
 - (2) after FIVE (5) o'clock in the afternoon on a Business Day;

when it will be deemed to be given or made on the next following Business Day; and
- (e) may be signed:
- (i) if given by an individual, by the person giving the Notice;
 - (ii) if given by a corporation, by a director, secretary or manager of that corporation; or
 - (iii) by a lawyer or other agent of the person giving the Notice.

36.3 Conclusive evidence

- (a) A certificate signed by the Lessor that a Notice has been given or made in a manner specified in this clause is conclusive evidence of the fact that that Notice was given or made on the date and time stated.
- (b) Without limiting paragraph (a), if a Notice is given to or made on any person other than the Lessor by posting to an address specified in clause 36.2(b), a document signed by an officer of a post office or stamped with a post office stamp, acknowledging

receipt of the Notice for posting, is conclusive evidence of the fact that the Notice was posted on the date stated.

37. PROPER LAW

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

38. ARBITRATION

38.1 Dispute referred to single arbitrator

Except as otherwise provided, any dispute arising out of this Document is to be determined by a single arbitrator under the provisions of the Commercial Arbitration Act 2012 and the Lessor and Lessee may each be represented by a legal practitioner of their choice.

38.2 No abatement

The Lessee must pay the Money Payable without abatement or deduction until whichever is the earlier of:

- (a) the date of the award of the arbitrator; or
- (b) agreement between the parties;

when the Lessor will refund to the Lessee any money paid by the Lessee not required to be paid within the terms of the award of the arbitrator or the agreement between the Lessor and Lessee.

39. ACCRUAL ON DAILY BASIS

Money Payable accrues on a daily basis.

40. STATUTORY POWERS

The powers conferred on the Lessor by or under any statute for the time being in force are, except to the extent inconsistent with the terms and provisions expressed in this Document, in augmentation of the powers conferred on the Lessor by this Document.

41. MORATORIUM NOT TO APPLY

To the fullest extent permitted by law, the provisions of a statute which would, but for this clause:

- (a) extend or postpone the date of payment of money;
- (b) reduce the rate of interest; or
- (c) abrogate, nullify, postpone or otherwise affect any condition;

under this Document do not apply to limit or affect the terms of this Document.

42. SEVERANCE

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

43. WAIVERS

43.1 Failure or delay is not waiver

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

43.2 Partial exercise does not preclude further exercise

A single or partial exercise of any right, power or privilege does not preclude:

- (a) any other or further exercise of that right, power or privilege; or
- (b) the exercise of any other right, power or privilege.

44. VARIATION

This Document may be varied only by deed executed by the Parties.

45. FURTHER ASSURANCES

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

46. COUNTERPARTS

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

47. PAYMENT OF MONEY

Any sum of money to be paid to the Lessor must be paid to the Lessor to the address directed by the Lessor by notice from time to time.

48. EFFECT OF EXECUTION

This Document is binding on each Party who executes it notwithstanding:

- (a) the failure of any other person named as a Party to execute it; or
- (b) the avoidance or unenforceability of any part of the Document.

49. CAVEATS**49.1 *Not lodge absolute caveat***

The Lessee must not lodge an absolute caveat over the Land to protect the interest of the Lessee under this Document.

49.2 *Withdraw caveat on Termination*

The Lessee must withdraw any caveat lodged by or on behalf of the Lessee over the Land on Termination.

49.3 *Appointment of Lessor as attorney to withdraw any caveat*

In consideration of the Lessor granting the Lessee's Rights, the Lessee IRREVOCABLY APPOINTS the Lessor and every officer of the Lessor as defined by the Corporations Act, to be the attorney of the Lessee, in the name and on behalf of the Lessee, and as the act and deed of the Lessee on Termination to sign and lodge at Landgate:

- (a) a withdrawal of any absolute caveat lodged by or on behalf of the Lessee;
- (b) a withdrawal of any caveat lodged by or on behalf of the Lessee and not withdrawn on Termination; and
- (c) a surrender of the Lease granted by this Document;

and the Lessee:

- (d) undertakes to RATIFY all that the attorney does or causes to be done under or by virtue of this clause; and
- (e) INDEMNIFIES the Lessor in respect of:
 - (i) any loss arising from any act done under or by virtue of this clause; and
 - (ii) the Lessor's costs and expenses of and incidental to:
 - (1) the withdrawing of any caveat lodged by or on behalf of the Lessee affecting the Land; and
 - (2) registering this Document in order to exercise the power of attorney contained in this clause.

49.4 *Registration*

- (a) The Lessor will prepare at least ONE (1) execution copy of this Document with Landgate cover sheets but if the Lessee wishes to register this Document at Landgate the Lessee is at the Lessee's cost and expense responsible for ensuring that:

- (i) the land description of the Premises and all other relevant details on the Landgate cover sheets are completed to Landgate's satisfaction;
 - (ii) the plan attached to this Document is in a format that is acceptable to Landgate;
 - (iii) this Document is executed in a manner that is acceptable to Landgate; and
 - (iv) this Document is accepted by Landgate for registration.
- (b) The Lessee must pay any registration and requisition fees payable to Landgate in relation to the registration of this Document.
 - (c) The Lessor agrees to do, at the Lessee's cost and expense, including but without limitation the Lessor's lawyers' legal fees, everything reasonably required by the Lessee to enable the Lessee to register this Document at Landgate.
 - (d) The Lessee must on Termination execute all documents and do all other acts, matters and things as the Lessor may reasonably require, and pay all costs and expenses incurred by the Lessor including but without limitation the Lessor's lawyers' legal fees, in order to effect the removal of the registration of this Document from the title for the Premises.

50. ENVIRONMENTAL COVENANT

50.1 Definition

In this clause:

"Authorisation" includes:

- (a) a consent, authorisation, registration, agreement, certificate, permission, licence, approval, authority or exemption from, by or with the Lessor or an Authority; or
- (b) in relation to anything which will be prohibited or restricted in whole or part by law if an Authority intervenes or acts in any way within a specified period after lodgement, filing, registration or notification, the expiry of that period without that intervention or action;

under an Environmental Law;

"Contaminant" means any substance which renders the environment contaminated;

"Contaminated" has the meaning given to it under section 4 of the Contaminated Sites Act;

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

“Environmental Law” means all Laws concerning the environment including the Environmental Protection Act 1986 (WA), the Rights in Water and Irrigation Act 1914(WA), the Contaminated Sites Act 2003 (WA), the Dangerous Goods Safety Act 2004 (WA), the Environment Protection and Biodiversity Conservation Act 1999 (Cth) and the National Greenhouse and Energy Reporting Act 2007 (Cth);

“Environmental Notice” means any notice, direction, order, demand or other requirement to take action or refrain from taking action from any Authority whether written or oral, in connection with any Environmental Law;

“Pollution” means anything that is ‘pollution’ within the meaning of that term as defined in the Environmental Protection Act 1986 (WA) that is not authorised under any Law”; and

“Relevant Land” means the Premises and any land or water adjacent to or in the vicinity of the Premises and the air generally above the Premises, and includes an affected site within the meaning of that term as defined in the Contaminated Sites Act.

50.2 Environment

The Lessee must:

- (a) use the Premises in a manner which complies with each Environmental Law and each Authorisation that is required for any conduct, activity or use undertaken by the Lessee on the Premises;
- (b) ensure that each Authorisation of any conduct or activity in relation to the Premises is obtained before that conduct or activity and is kept in full force and effect;
- (c) not do or omit to do any act which might directly or indirectly result in the revocation, suspension or modification of an Authorisation in relation to the Premises or any conduct or activity in relation to the Premises;
- (d) give to the Lessor notice immediately on becoming aware of:
 - (i) the existence of a Contaminant or any Pollution affecting the Relevant Land which relates to or arises from the Lessee’s use of the Premises and in relation to which it might reasonably be expected that a breach of any Environmental Law has occurred and a clean up may reasonably be expected to be required; or
 - (ii) the filing of a complaint or the commencement of proceedings or the serving of an Environmental Notice against the Lessee in relation to an alleged failure to observe or perform obligations under an Environmental Law or Authorisation;
- (e) provide to the Lessor on demand:

- (i) an environmental assessment report on the effect of any Environmental Law or Authorisation applicable to the Premises or on the effect of any conduct or activity on the Premises or on the environmental condition of the Premises or on the existence of any Contaminant or Pollution on the Premises, whether known or suspected, prepared by an expert nominated by the Lessor at the expense of the Lessee; and
 - (ii) copies of all Authorisations relating to the Premises;
- within a reasonable time after receipt by the Lessee of that request;
- (f) on receiving any Environmental Notice or on demand by the Lessor at the Lessee's cost, clean up and remove:
 - (i) any Contaminant or Pollution from the Premises; and
 - (ii) any Contaminant or Pollution which escapes from the Premises onto the Land and the waters adjacent to the Land,

in accordance with all statutory requirements and to the Lessor's complete satisfaction and make good any damage caused by that clean up or removal; and
 - (g) in the event that the Lessee fails to comply with its obligations under this clause 50 within:
 - (i) the period specified or required under any Environmental Notice or Environmental Law; or
 - (ii) a reasonable period stated in a notice from the Lessor,

then in addition to other remedies available to the Lessor under this Document, the Lessor may take such action as is necessary to remedy the non-compliance and any costs incurred by the Lessor will be a debt due and payable on demand by the Lessee.

51. DEVELOPMENT OF COMMON AREAS

51.1 Definitions

In this clause:

"Common Areas" means those parts of the Land from time to time set aside by the Lessor as:

- (a) areas open to the public;
- (b) for common use by a lessee, licensee or other person having the right to occupy any part of the Land; or
- (c) for common amenity or convenience.

51.2 Lessor may develop Common Areas

The Lessor may at any time during the Term carry out any works to the Common Areas where the purpose of those works is to improve the amenity of the Common Areas or any part of the Land.

51.3 Exclusion of Lessor's Liability

The exercise by the Lessor of its rights under clause 51.2 will not constitute a breach of the Lessee's right of quiet enjoyment or entitle the Lessee to bring any claim against the Lessor for any Losses which the Lessee may suffer as a result of the works being carried out, including but without limitation a claim against the Lessor for private nuisance.

52. OPTION TO RENEW

If:

- (a) the Lessee at least THREE (3) months but not earlier than SIX (6) months prior to the date for commencement of the Further Term gives the Lessor notice to grant the Further Term ("Renewal Notice");
- (b) the Lessee has from the Date of Commencement up to the date of service of the Renewal Notice actively and appropriately used the Premises for the purpose specified in Item 5 of Schedule A to the Lessor's reasonable satisfaction;
- (c) there is no subsisting default by the Lessee at the date of service of the Renewal Notice and at the date for commencement of the Further Term in:
 - (i) the payment of the Money Payable; or
 - (ii) the performance or observance of the Lessee's Covenants; and
- (d) the Lessee is not holding over under clause 29;

the Lessor must grant to the Lessee the Further Term at the Rent and on the terms and conditions of this Document.

53. VARIATION OF STANDARD PROVISIONS

Notwithstanding any other provision contained in this Document, this Document is varied in the manner specified in Schedule B.

54. BANK GUARANTEE OR CASH BOND**54.1 Definitions**

In this clause:

"Bank Guarantee" means a guarantee in favour of the Lessor issued by an Australian trading bank in a form acceptable to the Lessor;

"Cash Bond" means a bank cheque made payable to the Lessor; and

"Sum" means the amount specified in Item 14 of Schedule A.

54.2 Lessee to give bank guarantee or cash bond

- (a) The Lessee must on execution of this Document, deliver to the Lessor a Bank Guarantee or a Cash Bond for an amount equal to the Sum.
- (b) If the Lessee:
 - (i) fails to pay any Money Payable; or
 - (ii) fails to observe and perform the Lessee's Covenants;

the Lessor may demand that the bank giving the Bank Guarantee pay to the Lessor, or the Lessor may draw on the Cash Bond, the amount which in the opinion of the Lessor is due to the Lessor as a result of an Event of Default but not more than an amount equal to the Sum.
- (c) The liability of the Lessee to the Lessor under this Document is not limited to the amount of the Sum.
- (d) A demand made does not in any way constitute a waiver by the Lessor of any Event of Default and does not affect any other right of the Lessor arising from that Event of Default.
- (e) If at any time any part of the Bank Guarantee is demanded by the Lessor or any part of the Cash Bond is drawn on by the Lessor, the Lessee must within FOURTEEN (14) days of demand by the Lessor deliver to the Lessor a further Bank Guarantee or Cash Bond for the amount demanded or drawn, in order to reinstate the amount of the Bank Guarantee or the Cash Bond to an amount at least equal to the Sum.
- (f) The amount of the Sum is to be reviewed by the Lessor in respect of each THREE (3) years of the Term and in carrying out that review the Lessor is to take into account that:
 - (i) inflation has affected the real value of the Sum; and
 - (ii) Rent and outgoings payable under this Document have increased.
- (g) On any increase of the Sum, the Lessee must, within FOURTEEN (14) days from the date of demand by the Lessor, deliver to the Lessor a further Bank Guarantee or Cash Bond for an amount necessary to then bring it to the amount of the Sum.
- (h) The Lessee is not entitled to offset the Bank Guarantee or the Cash Bond against any obligation of the Lessee under this Document.

- (i) If the Lessee complies with the Lessee's Covenants, the Lessor must return to the Lessee the Bank Guarantee or the Cash Bond at the expiry of THREE (3) months after Termination.

55. PPSA

55.1 The Lessor's Personal Property

For the purposes of this clause 55:

- (a) "the Lessor's Personal Property" means all personal property the subject of a security interest granted under this Document;
- (b) "PPSA" means the Personal Property Securities Act (2009) (Cth);
- (c) "PPS Law" means the PPSA and any amendments made at any time to the Corporations Act or any legislation as a consequence of the PPSA; and
- (d) words and phrases used in this clause 55 that have defined meanings in the PPS Law have the same meaning as in the PPS Law unless the context otherwise indicates.

55.2 Further assurance

If the Lessor determines that this Document (or a transaction in connection with it) is or contains a security interest for the purposes of the PPS Law, the Lessee agrees to do anything (including obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which the Lessor asks and considers necessary for the purposes of:

- (a) ensuring that the security interest is enforceable, perfected and otherwise effective;
- (b) enabling the Lessor to apply for any registration, complete any financing statement or give any notification in connection with the security interest ; and
- (c) enabling the Lessor to exercise rights in connection with the security interest.

55.3 No requirement for PPSA notices

The Lessor need not give any notice under the PPSA (including notice of a verification statement) unless the obligation to give the notice under the PPSA is required by the PPSA to be given and cannot be excluded.

55.4 Negative undertakings

The Lessee must not:

- (a) create any security interest or lien over any of the Lessor's Personal Property whatsoever (other than security interests granted in favour of the Lessor);

- (b) sell, lease or dispose of its interest in the Lessor's Personal Property;
- (c) give possession of the Lessor's Personal Property to another person except where the Lessor expressly authorises it to do so; or
- (d) permit any of the Lessor's Personal Property to become an accession to or commingled with any asset that is not part of the Premises.

55.5 *Costs and expenses*

Everything the Lessee is required to do under this clause 55 is at the Lessee's expense.

SCHEDULE A

1. Premises:

That part of Lot 561, Beadon Creek Maritime Facility, Onslow comprising an area of approximately ONE POINT TWO ONE HECTARES (1.21 ha) as shown for the purpose of identification only as the area hatched in black and bounded by the points A to H on the plan attached to this Document and marked Annexure "A".

2. Land:

All the land and the seabed comprised in Reserve 30711 together with all buildings and improvements from time to time erected thereon and being known as Beadon Creek Maritime Facility, Onslow.

3. Term:

TEN (10) years commencing on the Date of Commencement.

4. Date of Commencement:

1 March 2020.

5. Purpose:

The development of stage one of a community boating precinct, being to construct a boat launching ramp and boat trailer parking on the Premises and the use and maintenance of the Premises as a community boating precinct by members of the public.

6. Rent:

From the Date of Commencement until varied the rent is ONE DOLLAR (\$1.00) per annum plus GST payable on demand.

7. Rent Review Dates:

Nil.

8. Address for Notices:

(a) Lessee:

Lessee's address: PO Box 567
TOM PRICE WA 6751

Lessee's telephone no: (08) 9188 4444

Lessee's email: soa@ashburton.wa.gov.au

(b) Lessor:

Lessor's address: 1 Essex Street, Fremantle WA 6160
Attention: Director, Coastal Facilities
Management of the Department of
Transport

Lessor's telephone no: (08) 9435 7646

Lessor's email: Ron.Zappara@transport.wa.gov.au

9. Rate of Interest:

FOUR PER CENT (4%) above the Westpac Indicator Lending Rate published by Westpac from time to time or, if that Rate is suspended or discontinued, the Rate substituted for it by Westpac or if Westpac does not have an appropriate rate the method of calculation of the Rate will be determined by the President for the time being of the Law Society of Western Australia.

10. Public Liability Insurance Amount:

TWENTY MILLION DOLLARS (\$20,000,000.00).

11. Management Fee

The greater of:

(a) FOUR PER CENT (4%) per annum of all amounts billed to the Lessee by the Lessor or its Managing Agent and payable by the Lessee in accordance with this Document; or

(b) FIVE HUNDRED DOLLARS (\$500.00) per annum;

payable by quarterly instalments in advance on the first days of March, June, September and December of each year of the Term.

12. Harbour Area Contribution:

Nil.

12. Further Term:

TEN (10) years commencing on 1 March 2030 and expiring on 29 February 2040.

13. Sum:

Nil.

SCHEDULE B

VARIATION TO STANDARD LEASE PROVISIONS

1. By the addition of the following new clause 56:

“56. LESSEE’S WORKS

56.1 Definitions

In this clause:

“Community Boating Precinct” means the marine recreation hub to be constructed on the Premises in accordance with the Memorandum of Understanding;

“Lessee’s Works” means the construction of stage one of the Community Boating Precinct being the construction of a boat launching ramp and boat trailer parking in accordance with the Memorandum of Understanding, approved use of the Premises, good design principles for a maritime precinct and appropriate local building requirements for cyclone, wind and flood affected areas with all improvements to be designed to withstand severe weather and cyclonic conditions;

“Lessor’s Consultant” means any person, firm or corporation that the Lessor consults in relation to the carrying out of the Lessee’s Works;

“Memorandum of Understanding” means the Memorandum of Understanding relating to the design and construction of stage one of the Community Boating Precinct to be mutually agreed and entered into by the Lessor and the Lessee; and

“Plans and Specifications” means detailed plans, specifications and working drawings of the Lessee’s Works clearly identifying the location and elevations of all improvements and including detailed schedules listing all building materials and products to be used in the Lessee’s Works and including a time frame for the carrying out and construction of the Lessee’s Works.

56.2 Lessee to enter into Memorandum of Understanding

The Lessee must promptly and in good faith after the Date of Commencement enter into negotiations with the Lessor to agree the terms and conditions of the Memorandum of Understanding and after those terms and conditions have been agreed the Lessee must promptly execute and return to the Lessor the Memorandum of Understanding.

56.3 Supply Plans & Specifications

The Lessee must after execution of the Memorandum of Understanding and prior to taking any steps whatsoever to commence any part of the

Lessee's Works at the Lessee's cost supply to the Department of Transport for the Lessor's approval TWO (2) copies of the Plans and Specifications for the Lessee's Works.

56.4 *Lessor's Approval of Plans and Specifications*

If the Lessor does not approve any part of the Plans and Specifications the Lessor must, within TWENTY ONE (21) days of the date of receipt of those Plans and Specifications, give notice in writing to the Lessee stating in what respects it does not approve the Plans and Specifications provided that any changes requested by the Lessor must be reasonable and not outside or inconsistent with any relevant Authority's planning requirements.

56.5 *Obtain Consents, Licences and Approvals*

- (a) As soon as the Plans and Specifications have been approved in writing by the Lessor, but not before, the Lessee must submit the Plans and Specifications to the relevant Authorities.
- (b) The Lessee must notify the Lessor of any alteration to the Lessee's Works required by a relevant Authority which will be a matter for negotiation between the Lessor, the Lessee and the relevant Authority; but:
 - (i) the Lessor may not unreasonably withhold its approval in the case of any alteration required by a relevant Authority; and
 - (ii) the Lessee must pay to the Lessor on demand any increased costs, including any fees of the Lessor's Consultants, incurred by the Lessor by reason of the alterations to the Lessee's Works.
- (c) The Lessee must pay when due to the relevant Authority all application or other fees of and incidental to the obtaining of the consent of any relevant Authority to the Plans and Specifications.
- (d) When the Plans and Specifications have been approved by all relevant Authorities, no further substantial amendment may be made without the prior written consent of the Lessor, which consent may be refused or granted on reasonable grounds not outside or inconsistent with any relevant Authority's building requirements.
- (e) The Lessee must obtain and comply with all necessary approvals, licences or permits required by any local government or competent Authority in respect of the Lessee's Works.

56.6 *Carrying out of Lessee's Works*

The Lessee must, at the Lessee's cost and only after receiving the Lessor's written approval to the Plans and Specifications and the relevant consents, licences and approvals under clause 56.5, diligently and using all due skill, care and attention, construct the Lessee's Works:

- (a) strictly in accordance with the Plans and Specifications as approved by the Lessor;
- (b) using the best quality new materials available;
- (c) in a proper and workmanlike manner;
- (d) in accordance with good design principles for a maritime precinct;
- (e) in accordance with the Memorandum of Understanding;
- (f) in accordance with appropriate local building requirements for cyclone or wind affected areas; and
- (g) to the Lessor's complete satisfaction.

56.7 *Indemnify Lessor in relation to Carrying out the Lessee's Works*

The Lessee indemnifies the Lessor against all Losses for which the Lessor becomes liable in respect of loss or damage to property or death or injury of any nature or kind and however or wherever sustained caused or contributed to by the carrying out of the Lessee's Works, except to the extent caused or contributed to by the act or omission of the Lessor.

56.8 *Keep Lessor Informed*

The Lessee must as and when requested by the Lessor or the Lessor's Consultant advise the Lessor or the Lessor's Consultant of the progress of the Lessee's Works and must comply with all reasonable instructions and directions from the Lessor or the Lessor's Consultant in relation to the carrying out of the Lessee's Works.

56.9 *Lessee must re-execute works if required*

The Lessee must at the Lessee's cost promptly dismantle, re-execute, re-construct or alter as directed by the Lessor those parts of the Lessee's Works which are not carried out in accordance with this Document.

56.10 *Lessor may enter Premises to view Lessee's Works*

From the Date of Commencement until the date of completion of the Lessee's Works, the Lessee must permit entry to the Premises at reasonable times by the Lessor's Consultant and any authorised officer of the Lessor to inspect and supervise the Lessee's Works.

56.11 *Not interfere with other users*

- (a) The Lessee must in carrying out the Lessee's Works:
 - (i) use its best endeavours to cause the least possible interference or inconvenience to any lessee, licensee, occupier, patron or user of, and the normal operation of the Beadon Creek Maritime Facility; and

(ii) duly and punctually comply with all reasonable directions which may from time to time be given by the Manager Facility Operations, Coastal Facilities Management of the Department of Transport or any authorised officer of the Department of Transport or by the Department of Transport's engineer and which directions must be consistent with any other approval previously given by the Lessor under this Document for:

- (1) the protection of the Beadon Creek Maritime Facility; and
- (2) the preservation of the rights of other users of the Beadon Creek Maritime Facility;

including but without limitation any direction to immediately cease carrying out the Lessee's Works.

(b) If in carrying out the Lessee's Works the Lessee causes any damage to any part of the Beadon Creek Maritime Facility, the Lessee must at the Lessee's cost promptly repair and make good that damage.

56.12 Carrying out of Lessee's Works to prevent pollution

Without limiting the Lessee's obligations under clause 18.7, the Lessee must carry out the Lessee's Works in such a manner so as to prevent pollution of the Beadon Creek Maritime Facility from:

- (a) storm water or other run-off from the Lessee's Works;
- (b) oil, garbage, refuse or other waste materials arising from the use and occupancy of the Premises by making adequate provision within the Lessee's Works for the collection and disposal of those waste products; and
- (c) fill, building materials or other rubbish from or arising out of the Lessee's Works.

56.13 Ensure dust and materials do not cause nuisance

The Lessee must take whatever action is necessary to ensure that dust and materials arising from, occasioned by or used in the carrying out of the Lessee's Works does not cause a nuisance to any lessee, licensee, occupier, patron and user of the Beadon Creek Maritime Facility, including without limitation strictly complying with all Environmental Laws relating to dust and noise.

56.14 Cost of head works

The Lessee must pay the cost of all head works charges for water, power, sewerage or any other Service required for the Premises or by reason of the Lessee's Works.

2. By the addition of the following new clause 57:

“57 PREMISES SITUATED IN AREA PRONE TO SEVERE FLOODING AND CYCLONES

- (a) The Lessee acknowledges that the Premises are situated in an area that is prone to severe flooding and cyclones and the Lessee must:
- (i) promptly develop an appropriate cyclone and flooding risk management/contingency plan for the Premises which is acceptable to the Lessor and promptly provide a copy of that plan to the Lessor;
 - (ii) on an annual basis review and revise as considered appropriate in consultation with the Lessor the Lessee’s cyclone and flooding risk management/contingency plan and promptly provide a copy of that revised plan to the Lessor;
 - (iii) strictly and promptly comply with all statutes, including but without limitation, all by-laws, regulations and other requirements of the local Authority, relating to premises or the use and occupation of premises in an area that is prone to severe flooding and cyclones;
 - (iv) take all other necessary precautions and use its best endeavours to ensure that the risk of any cyclone and flood damage to the Premises is at all times minimised on each occasion that the Bureau of Meteorology issues a severe weather warning;
 - (v) promptly comply with all reasonable directions of the Lessor in relation to the construction, maintenance, use and occupation of the Premises, in order to minimise the risk of any cyclone or flood damage to the Premises, or to any other premises or property in the Port of Onslow.
- (b) Notwithstanding any other clause in this Document, the Lessee acknowledges and agrees that it has been made aware and it fully realizes that the area within which the Premises are situated, and the surrounding areas, are prone from time to time to severe flooding, cyclones, extraordinary sized waves and other similar acts of God. The Lessee takes and enjoys the Premises entirely at its own risk in that regard and in all other regards. Neither the Lessor, the State of Western Australia (“the State”) nor any agency, instrumentally or emanation of the State nor any agent or employee of any of them shall be liable, in negligence or howsoever, for any loss, damage, cost, expense, liability or personal injury (including death) suffered or incurred by the Lessee on account of or in connection with:
- (i) the grant of the lease evidenced by this Document or the Premises; or

- (ii) any act of God or other natural phenomenon adversely affecting the Premises, the property of anyone (including the Lessee) or the Lessee's enjoyment of the Premises."

3. By the addition of the following new clause 58:

“58. LESSEE TO PERMIT USE OF PREMISES BY LESSOR AND OTHERS IN CYCLONIC OR ADVERSE WEATHER OR EMERGENCY SITUATIONS

- (a) In the event of cyclonic or adverse weather or other emergency situations, the Lessee must for the duration of that cyclonic or adverse weather or other emergency situation permit the Lessor and any third party authorised by the Lessor to do so to enter onto the Premises to tie up, secure or bring onto and store on the Premises for shelter or safety purposes any vessel or property of the Lessor or authorised third party provided there is sufficient area within the Premises to do so in a safe manner.
- (b) The Lessor or the authorised third party, as the case may be, must after the passing of the cyclonic or adverse weather or other emergency situation promptly remove from the Premises any vessel or other property which it tied up, secured or brought onto the Premises."

EXECUTED AS A DEED.

SIGNED by)
RICHARD JAMES SELLERS, DIRECTOR)
GENERAL IN THE DEPARTMENT OF)
TRANSPORT of the State of Western)
Australia as the delegate of THE MINISTER)
FOR TRANSPORT in the presence of:)

.....
RICHARD JAMES SELLERS

.....
Signature of witness

.....
Name of witness in full (print)

.....
Address

.....
Occupation

THE COMMON SEAL of the SHIRE OF)
ASHBURTON is affixed in the presence of:)
)

.....
Signature of President

.....
Signature Chief Executive Officer

.....
Print full name of President

.....
Print full name of Chief Executive Officer

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- 2020 -



THE MINISTER FOR TRANSPORT

Lessor

and

SHIRE OF ASHBURTON

Lessee



**COASTAL FACILITIES MANAGEMENT
GROUND LEASE**



**Community Boating Precinct,
Part Lot 561,
Beadon Creek Maritime Facility,
Onslow**

(DT/19/12184)



LAWTON GILLON
LAWYERS

Level 7, 16 St Georges Terrace, Perth, WA 6000

P: (08) 9221 5445 | **F:** (08) 9221 4224

W: www.lawtongillon.com.au



Government of **Western Australia**
Department of **Transport**

Maritime Business Unit

Your ref:
Our ref:
Enquiries: Ron Zappara
Phone: 9435 7646

17 December 2019

Chief Executive Officer
Shire of Ashburton
PO Box 567
TOM PRICE WA 6751

SHIRE OF ASHBURTON	
Rec No:	
	6 - JAN 2020
File:	<u>PR 3077</u>
Officer:	<u>Janelle</u>

Attention: Janelle Fell, Manager Land & Asset Compliance

Dear Janelle

Lease in Principle – Stage 2 Beadon Creek Maritime Facility Community Boating Precinct

I refer to previous discussions concerning the proposed Community Boating Precinct (CBP), within the Beadon Creek Maritime Facility, part Lot 561 on Deposited Plan 174170, Reserve 3071, Onslow.

Following finalisation of negotiations with the Shire of Ashburton (Shire) a lease of land/seabed within the facility will be granted for the construction of the boat launching ramp and associated trailer parking for Stage 1 of the CBP development. (Plan 1695-18-01A).

The Department of Transport (DoT) has requested that solicitors prepare a lease agreement between the Minister for Transport and the Shire, for the Shire's review.

DoT confirms that subject to the Shire being successful in acquiring funding for Stage 2 of the CBP development, additional land will be made available to the Shire via a variation of the lease agreement, which would facilitate further development proceeding (Plan 1695-18-02A).

DoT looks forward to continuing to work with the Shire to finalise the lease and to discuss delivery options for this important community project.

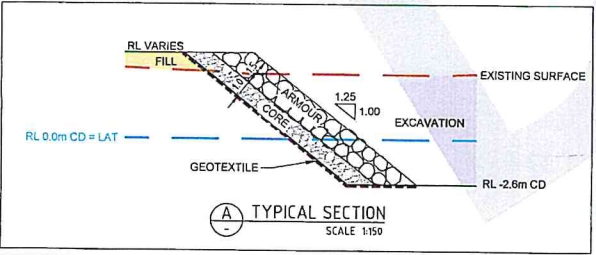
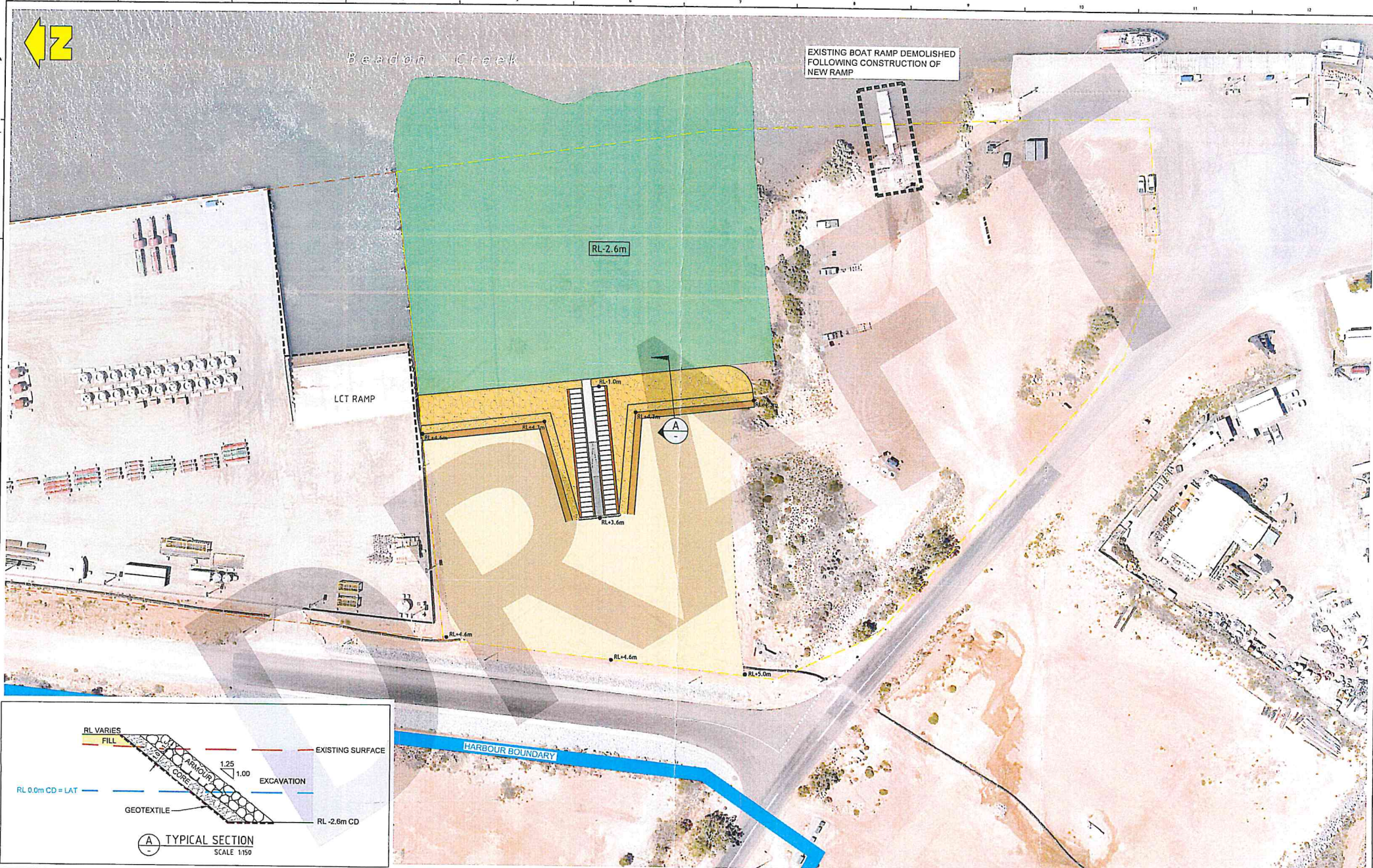
Yours sincerely

Ron Zappara
Manager, Property Services
Coastal Facilities Management



Beadon Creek

EXISTING BOAT RAMP DEMOLISHED
FOLLOWING CONSTRUCTION OF
NEW RAMP



A	12.09.19	INITIAL ISSUE			C.J.L.
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GENERAL NOTES
1. NEARMAP AERIAL PHOTOGRAPHY BASE (05/04/2019)

Page 2 of 2

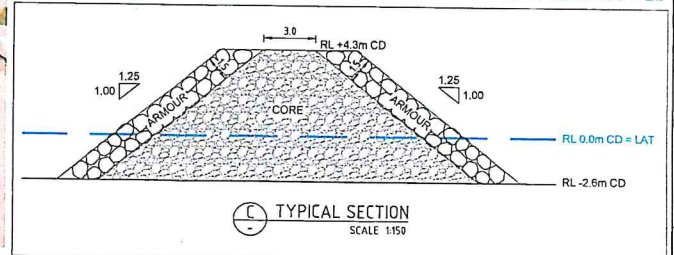
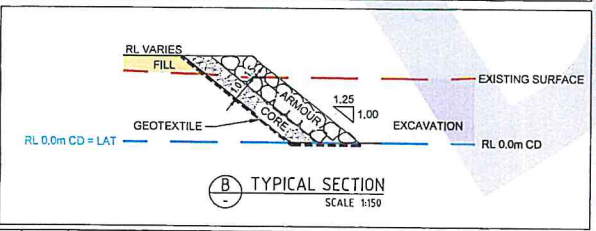
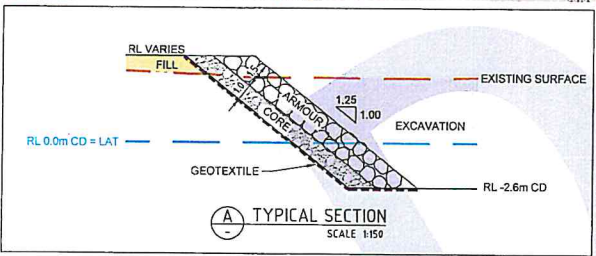
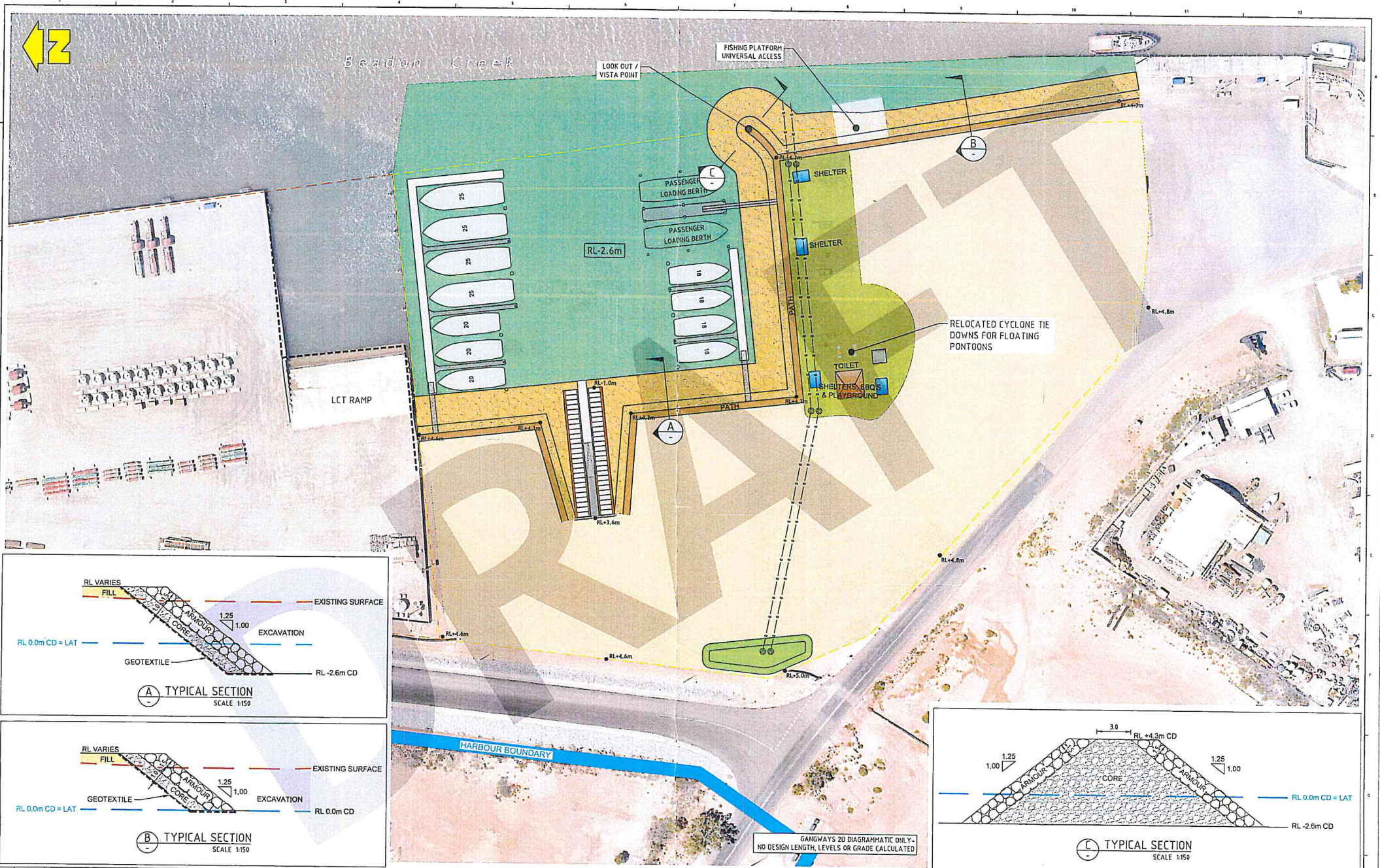
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		PROJECT MANAGER	L ADAMS	APPROVED	
				APPROVED	

Department of Transport

ONSLOW - BEADON CREEK
COMMUNITY BOATING PRECINCT
CONCEPTUAL LAYOUT - OPTION 16e
STAGE 1

DRAWING NUMBER 1695 - 18 - 01

ATTACHMENT 13.5C



GANGWAYS 2D DIAGRAMMATIC ONLY - NO DESIGN LENGTH, LEVELS OR GRADE CALCULATED

GENERAL NOTES
1. NEARMAP AERIAL PHOTOGRAPHY BASE (05/04/2019)

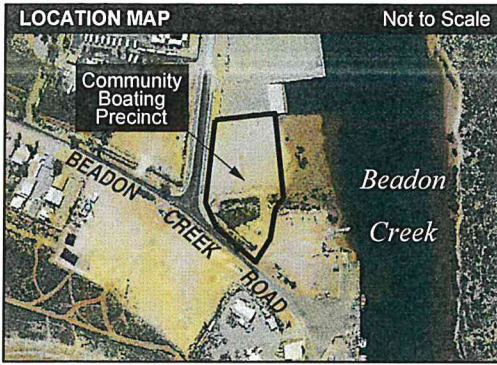
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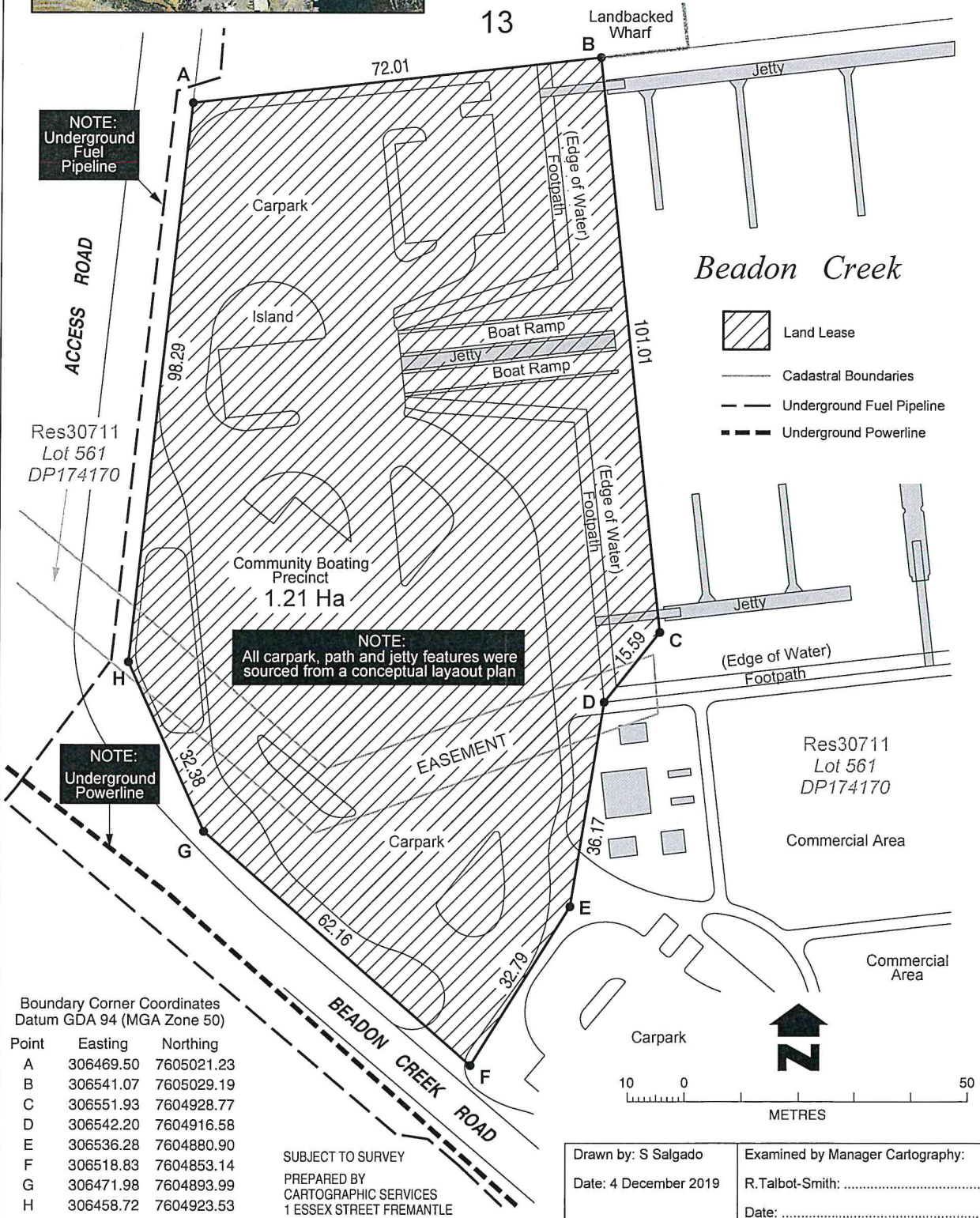
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CHECKED	APPROVED
DRAWN	APPROVED
ENGINNER	APPROVED
PROJECT MANAGER	AUTHORISED
L ADAMS	DIRECTOR MARITIME PLANNING

Department of Transport
 ONSLOW - BEADON CREEK
 COMMUNITY BOATING PRECINCT
 CONCEPTUAL LAYOUT - OPTION 16e
 STAGE 2
 DRAWING NUMBER 1695 - 18 - 02



ANNEXURE "A" ONLSOW BEADON CREEK COMMUNITY BOATING PRECINCT LAND LEASE SITE PLAN

THAT PORTION OF RESERVE 30711 ALSO KNOWN AS pt. LOT 561
ON DP174170 AND SHOWN HATCHED ON PLAN 537-48-01
COMPRISING A TOTAL AREA OF 1.21 HECTARES



L:\HCSTENURE\Onlsow\5374801.dgn



DRAFT

GDA PLAN 537 - 48 - 01



Business Case

Beadon Creek Marina |
Onslow Community Boating Precinct
November 2018

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1. Organisation Details

Organisation	Shire of Ashburton
Organisation Type	Local Government
Core Business	Provision of services to local communities and ratepayers
Project Name	Onslow Community Boating Precinct
Contact	Rob Paull
Position	Chief Executive Officer
Telephone	08 9188 4444
Address	246 Poinciana Street, Tom Price
Postal Address	PO Box 567, Tom Price WA 6751
Email	soa@ashburton.wa.gov.au
Website	www.ashburton.wa.gov.au

2. Executive Summary

Onslow, located on the Pilbara coast approximately 150 km north east of Exmouth, has recently experienced an unprecedented period of growth due to the close proximity of the Ashburton North Strategic Industrial Area (ANSIA). The ANSIA is currently home to two of Western Australia's major gas projects: BHP Billiton Petroleum's (BHPBP) \$1 billion Macedon Domestic Gas Project and Chevron's \$29 billion Wheatstone Liquid Natural Gas (LNG) Project. Macedon was commissioned in 2013 and currently employs 24 operational staff. The Wheatstone Project has recently transitioned into production phase, employing over 3,500 people on site with a new deep water port, two train LNG plant and domestic gas plant.

Together, these two projects have had a transformative effect on Onslow, encouraging significant private sector investment in businesses that provide accommodation and services such as hospitality, charter boats, hire vehicles and civil contracting companies. In addition, Onslow is benefitting from over \$250 million investment associated with the Wheatstone LNG project in infrastructure projects, including but not limited to a new airport offering regular passenger transport, a new entry road that provides all-weather access between the town and Airport, new hospital and improved provision of critical services such as power, water and wastewater.

Whilst the construction activity associated with the Wheatstone LNG project in particular has proven to be a boon for Onslow's commercial sector, with construction completed must diversify into other industries to reduce its reliance on the resources sector. These industries will provide the economic base of Onslow and ensure the sustainability of the newly constructed facilities in town. The Onslow Chamber of Commerce and Industry (OCCI) has acknowledged this current dependence on construction associated with the Wheatstone and Macedon projects and their related town infrastructure builds and has identified tourism as a key sector for growth. This is further supported by Pilbara Development's Commission *Pilbara Regional Investment Blueprint* which identifies tourism as a regional pillar.

Onslow's location on the coast, in close proximity to several world class fishing and diving sites such as the Mackerel and Montebello Islands, together with the upgraded airport and high quality more affordable accommodation, provide a unique opportunity to take advantage of current and predicted growth in domestic and international tourism. However, the majority of existing capacity in Onslow's Beadon Creek boat harbour is allocated to industrial uses which are likely to continue as Onslow transitions into a supply base hub for the Carnarvon Basin. The limited marine infrastructure available to address the needs of fishing, diving and recreational boat access for tourists and local residents is quite dated. Several marine tourism operators currently operating out of Exmouth have indicated that they would prefer to expand operations in Onslow if adequate boat mooring and passenger transfer facilities were available.



Figure 1 Larger Vessels Require Lift

Existing community facilities such as the boat ramp, pontoon and fishing / recreation areas have also been identified as aged and requiring upgrades and/or replacement. These facilities are integral to supporting the liveability of the town and allowing the community to enjoy the coastal and marine experiences at their doorstep.



Figure 2 Marine Assets¹

In order to address this deficiency and unlock Onslow's potential as a premier marine tourism destination, a Community Boating Precinct (CBP) within the Beadon Creek boat harbour is required. The Shire of Ashburton, Department of Transport and the Government of Western Australia Department of Jobs, Tourism, Science and

¹ Courtesy of Australia's North West and Mackerel Islands

Innovation (JTSI) propose that the development of a marina be the foundation stage of this CBP. The community, through a CBP Working Group comprised of State government agencies, local businesses and community members, has developed a concept for this area that would deliver:

- 12 cyclone-rated floating pens for different size vessels;
- Two passenger loading berths;
- Fishing jetty;
- A new boat ramp and pontoon;
- Public amenities such as barbecue, seating, shelter areas and ablution facilities; and
- A landside developable site (for future leases).

Chevron is a major stakeholder and funding partner in the delivery of the \$8 million Onslow Community Boating Precinct. \$1.5 million has been allocated to the Precinct through the Onslow Community Chest fund, a Department of Jobs, Tourism, Science and Innovation administered Chevron Social Infrastructure Fund. The Shire of Ashburton has committed \$500,000 to the delivery of the project, and is seeking \$6 million to complete the financing requirements.

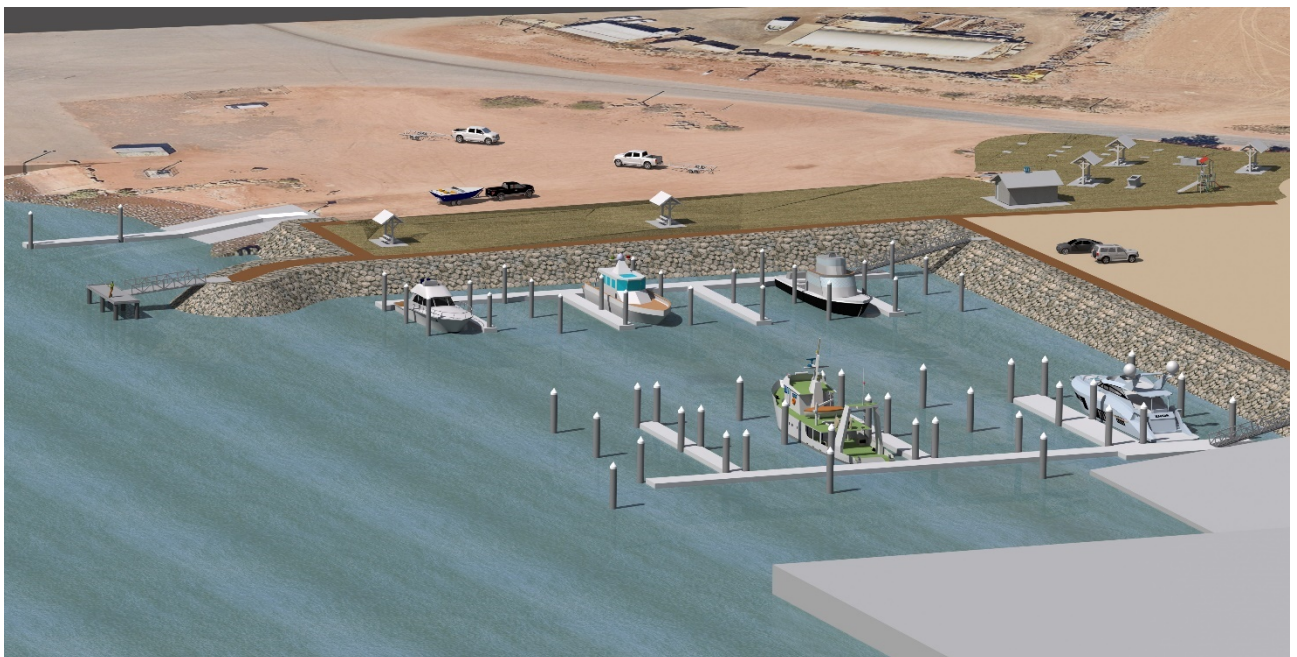


Figure 3 3D Visualisation of Project

Importantly, the proposed marina has been designed to take advantage of over \$115.5 million of public and private sector development currently proposed for the adjacent site by Onslow Marine Support Base Pty Ltd (OMSB). OMSB were successful in

securing \$16.8m of Northern Australia Infrastructure Facility funding for the multi-user infrastructure port and marine supply project. The completed OMSB development will provide a substantial contribution towards the total cost of the project by undertaking a large proportion of the dredging required, as well as constructing the adjacent wall to the marina. OMSB's dredging programme is expected to be completed mid-2019, providing an efficiency opportunity for the CBP project by utilising the dredge while at Onslow, resulting in cost reduction benefits.

The Department of Transport designed the marina in 2016 so that it may be scaled up if required in the future. This investment in the marina will not only transform Beadon Creek boat harbour into a vibrant community space for local residents, but see an increase in tourists staying in town will greatly benefit local businesses.

The marina will allow local residents and tourists in Onslow to make better use of the town's natural coastal and marine assets, providing harbour-side recreational areas, opportunities for line-fishing from the marina structure as well as much needed access to offshore diving and fishing sites by boat. It will provide opportunities for local businesses, including tour operators, dive and fishing shops, and food and drink outlets, and help to ensure the continued viability and sustainability of existing accommodation and service industries in Onslow. The marina, along with the recently upgraded Onslow Airport and increased accommodation capacity, will help to revitalise the town's tourism industry and help ensure that Onslow has a sustainable economy beyond the construction phase of the Wheatstone Project.

3. Project Scope and Evaluation

3.1. Project Purpose

The project, which was identified through a land use planning process for Beadon Creek, has been designed to better take advantage of marine attractions, the existing charter tourism sector, upgraded and more affordable accommodation facilities and increased access through Onslow Airport. More broadly, the project also aims to transform Onslow into a vibrant community and tourism destination that has a sustainable future.



Figure 4 Upgraded Tourism Accommodation in Onslow Region

Overall, a preferred project option has been selected based on aims to:

- **Transform Onslow into a vibrant destination to live and visit** with diverse recreational, social and employment opportunities that strengthen the community's resilience;
- **Expand visitation to and awareness of Onslow's unique access to offshore marine tourism assets** such as the Mackerel Islands and Montebello Islands which appeal to a range of divers, snorkelers, fishers and sea kayakers because of their natural land and seascapes, barrier and fringing coral reefs, wide variety of wildlife and rich maritime heritage;
- **Leverage planned and existing investment worth over \$250 million** which has been undertaken as a result of the development of two transformational oil and gas projects (Chevron's Wheatstone LNG Project and BHP Petroleum's Macedon Domestic Gas Project) in the Onslow area, in particular investment in infrastructure and social services projects such as Onslow Airport, Onslow all weather access road and Onslow Hospital;
- **Take advantage of the availability of quality tourism accommodation** which has been upgraded as a result of increased resource sector investment over the past five years (e.g. Onslow Beach Resort, Ocean View Caravan Park and Mackerel Islands accommodation) and given the townsite a competitive advantage over other

regional towns in the area²;

- **Activate the community boating precinct** through an increase in the availability of recreational and community facilities and events within Beadon Creek that will support local businesses, including tour operators, dive and fishing shops, and food and drink outlets, and help to ensure the continued viability and sustainability of existing accommodation and service industries in Onslow;
- **Address an unmet need for charter vessel facilities**, with no public mooring facilities north of Point Samson until Darwin, no available public pens for tourism vessels between Exmouth and Darwin, with waitlists at the Exmouth facility, no cyclone-rated facilities between Exmouth and Darwin, and expression of interest from five charter operations to use the proposed facility when constructed;
- **Cater for increased recreational vessel ownership**, with the number of registered vessels increasing 272.0% over the past 24 years, including forecasts of a further doubling in the number of large vessels over the next two decades within the Shire of Ashburton;
- **Upgrade deteriorating recreational boating infrastructure** such as the existing boat ramp facility which requires upgrades to more safely accommodate recreational users and emergency services; and
- **Increase the region's share of a growing marine tourism industry** that is forecast to increase significantly in response to increased international tourism.



Figure 5 Beadon Creek Harbour Inlet

A comprehensive planning process has identified a cost effective project which will deliver significant economic and social benefits to support the sustainable

² Recently the cost of accommodation has increased by 5.0% relative to 2014-15, however the average cost of occupying a room for a night is still below 2013 highs.

transformation of Onslow and the Southern Pilbara's communities. The preferred option addresses the above aims and in particular:

- **Expands facilities for recreational use**, including cyclone rated pens, new boat ramp, fishing jetty and barbecue, ablution and shade facilities;
- **Expands public facilities** that will facilitate the hosting of social gatherings, events and competitions (such as expanding "Passion of the Pilbara" and a range of LNG annual corporate events)³;
- **Develops a new leasable site** for a private sector investor to develop complementary marine tourism and recreation facilities and business opportunities which will support activation of the precinct and the financial sustainability of the Beadon Creek Marina;
- **Expands the capacity to host charter operations** through the development of cyclone rated pens and passenger loading berth/s; and
- **Improves vessel safety during cyclones** through the development of cyclone rated pens that will be available for short and long-term lease during the average five cyclones per annum in the region.

More broadly, the project also provides a vital link between the renowned tourism destinations of Exmouth and Coral Bay in the south and Kimberley in the north, supporting increased tourism throughout the Pilbara and places such as Karijini National Park.

3.2. Building Better Regions Funding Required

\$6.0 million is being sought from the Building Better Regions funding opportunities. Other funding sources have been identified that will also contribute to the remaining construction cost of the project.

3.3. Project Description

A concept plan was developed by the Onslow Community Boating Precinct Working Group which proposes a small marina suitable for powered vessels located next to the existing boating ramp. The Agency Working Group has further defined this project to include a range of landside community uses and upgrades to the existing boat ramp which is currently managed by the Shire and in need of repairs. In particular, the project is intended to deliver:

³ The future operational management and maintenance of the exiting boat ramp will be transferred to the Department of Transport. This will allow the Shire of Ashburton to strategically allocate more resources for activating of the area surrounding the marina facility.

- 12 cyclone-rated floating pens for different size vessels;
- Two passenger loading berths;
- Fishing jetty;
- A new boat ramp and pontoon;
- Public amenities such as barbecue, seating, shelter areas and ablution facilities; and
- A landside developable site (for future leases).



Figure 6 3D Visualisation of Project

The project is planned to be developed within the Department of Transport's Onslow Maritime Facility at Beadon Creek. The Onslow Maritime Facility currently contains 10 cyclone moorings, a public service wharf, a boat ramp and fuelling facilities and leased commercial land for the resource sector and a charter operator.

The Beadon Creek Land Use Framework identified five precincts (as illustrated below). Precinct two is the Community Boating Precinct. It is adjacent to the Onslow Marine Support Base (precinct one) and existing marine infrastructure, including public service wharf and Department of Transport office and marine commercial sites (precinct three).

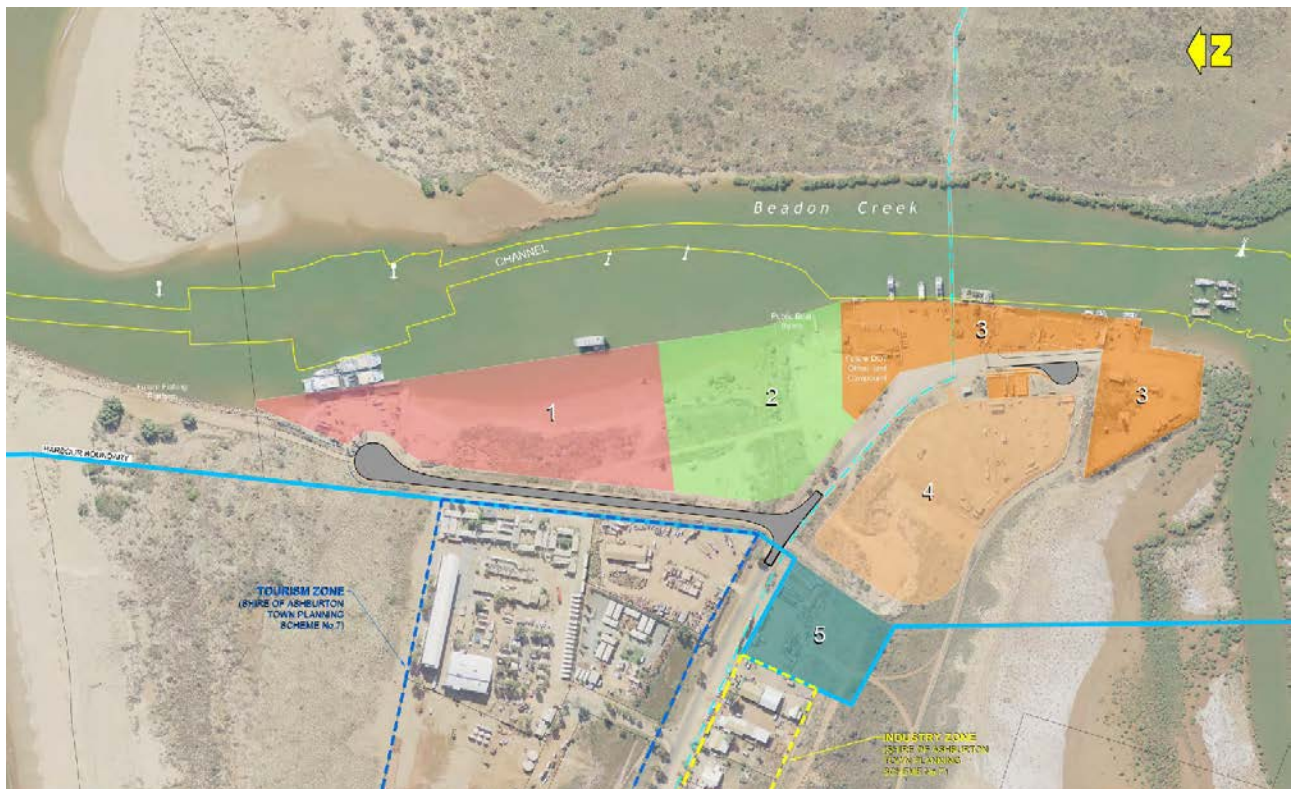


Figure 7 Beadon Creek Land Use Framework – Project Location Precinct 2

The subject area is located two kilometres east of the Onslow town site, in the Shire of Ashburton, Western Australia. Onslow is approximately 259 kilometres from Karratha, 1,386 kilometres north of Perth and 410 kilometres west of Tom Price.

3.4. Background

3.4.1. Project History

The Onslow townsite was established in 1925. Previously, the town's principal economic drivers were solar salt, fishing, off-shore marine servicing and tourism. However, Onslow's population quickly swelled in recent years as one of Australia's largest resources ventures, Chevron's \$30 billion Wheatstone LNG project operation, started near Onslow. The construction phases of Chevron's Wheatstone LNG Project and BHP Petroleum's Macedon Domestic Gas Project have required upgrades to the Onslow Airport and have encouraged improvements to accommodation in the town.

However, following completion of construction, the operational phases of these projects will no longer require full use of the airport and available tourism and residential accommodation. As the resource sector's demand for transport, accommodation and other services in the community decline, there is spare capacity that can be used in support of other activities including tourism industry. This

opportunity is well recognised by the Onslow Chamber of Commerce which is actively pursuing tourism enhancing initiatives. Additionally, the Pilbara Development Commission's *Pilbara Regional Investment Blueprint* identifies tourism as a 'pillar' to support the sustainable growth of the region. It is also a core priority of the Shire of Ashburton which is encouraging this diversification through community investments aimed at ensuring Onslow's economic sustainability into the future.

In response to Onslow's recent growth and as part of planning to support the co-location of recreational uses within Beadon Creek and the expanded energy sector and associated industries, the Department of Transport's Beadon Creek Boat Harbour Land Use Framework (LUF) was prepared in 2014. The LUF identified an area which includes a small marina for boat pens, incorporating the existing boat launching facility, as the Onslow Community Boating Precinct (see Figure 6 above). The Shire of Ashburton, the Department of Transport and Department of Jobs, Tourism, Science and Innovation subsequently established a Community Boating Precinct Working Group (including government, industry and community stakeholders) that developed a preferred concept plan for this area. The Agency Working Group has further defined this project.

A number of funding sources are identified to contribute to the construction cost of the project. Shire of Ashburton is seeking \$6.0 million funding for the project.

Table 1 Project History

Timeframe	Description
2011	Marine tourism was identified as a community and strategic priority for Onslow through the development of the Onslow Townsite Strategy and Tourism Destination Development Strategy.
2012	The Shire's ten-year strategic community plan identified the upgrade of the marina and the boat ramp as priorities and needs in the community.
2014	The Department of Transport engaged GHD to prepare the Beadon Creek Boat Harbour Land Use Framework (LUF) which identified the need and spatial requirements of the Onslow Community Boating Precinct.
2015	The Shire of Ashburton and the Department of Transport established a Community Boating Precinct Working Group. The Community Group was comprised of community representatives including Mackerel Island Charters, Onslow Marine Sea Rescue and Thalanyji Aboriginal Corporation. The Community Group collaboratively consulted with a range of stakeholders to define the scope of the project and discuss

Timeframe	Description
	the preliminary concept plan. A number of charter operators were consulted through an on-line survey in the development phase of the concept plan.
2015-16	An on-line survey was distributed via the Department of Transport website and local media to determine commitment for on-water mooring facilities at Onslow. Whilst the survey was not exhaustive, the survey found that there is expected to be considerable demand from charter operators and residents to support the take-up of 12 boat pens at the proposed facility, with initial expressions of interest from five charter operations and seven recreational vessel owners.
2015	The CBP Working Group finalised the scope of works and developed concept plan options. The working group endorsed proceeding to the next step to investigate funding for the project and further defining of project deliverables.
2015	An Agency Working Group was established to develop a viable project scope and oversee the development of a business case to obtain funding.
2015	The Agency Working Group engaged RPS Group to conduct a demand analysis to explore the potential usage of the facility, in particular pens. The analysis supported the survey results, with modelling revealing recreational demand for 15 pens by 2020 before subsequently increasing to between 22.5 and 26.5 vessels by 2035.
2016	RPS Group conducted an economic evaluation of the proposed project option. The assessment found that the project will support wider economic growth within the region through increased tourism and worker attraction, with net benefits of the project estimated at \$43.8 million (for discount rate of 4%) over an assessment period of 30 years.
2018	RPS was engaged by the Shire of Ashburton to undertake an update of key population, tourism and accommodation indicators in the Project Need, Economic Evaluation and Business Case reports.

3.4.2. Project Needs Analysis

GHD developed the Department of Transport's Beadon Creek Boat Harbour Land Use Framework (LUF) in 2014 and identified a need for an area which includes a small marina for boat pens, incorporating the existing boat launching facility.

Subsequently, as a component of the planning phase, RPS Group was engaged to explore the potential usage of the facility, in particular the boat pens. This comprehensive assessment found there to be a growing unmet need for pen facilities within Onslow, with current facilities catering only for vessels which can be transported by trailer or stored on land (using boat lift). A review of other recreational boating facilities in proximity to the proposed facility at Onslow also revealed that there are limited facilities and those that are available (at Exmouth and Point Samson) are oversubscribed. In particular, the analysis of existing facilities revealed the following key points:

- There are no public mooring facilities north of Point Samson until Darwin; and
- There are no available cyclone rated pens for recreation or tourism vessels between Exmouth and Darwin (and Exmouth had a waitlist of 32 vessels as of December 2015).

It is important to note that expansion plans are being pursued within Dampier which would see the expansion of private boat pens. However these may not be public pens or cyclone rated.

Despite the lack of facilities in Onslow, the number of registered vessels was found to have grown significantly over the past 24 years in the Shire of Ashburton (and across the Pilbara), with vessel registrations increasing from 100 vessels in 1990 to 372 vessels in 2014 (a growth of 272.0%). However due to the lack of available on-water moorings, the level of larger vessel ownership (represent those vessels best considered for being kept on a mooring or in a pen) in the catchment was found to be below the rate across coastal areas in Western Australia, with fewer than one large vessel per 1,000 residents in Shire of Ashburton compared to higher rates in the Pilbara (2.67), Broome (3.10), Exmouth (17.26), Busselton (4.29) and Perth (3.23). Moreover, approximately 3.1% of vessels were considered 'large' as of 2015 which is below the Perth metropolitan average of 11.7% and regional Western Australia average of 5.2%.

Looking forward, the Department of Transport has developed forecasts for vessel registrations within the catchment. Under the 'low' scenario the number of registered vessels is still expected to approximately double over the next two decades. Large vessels (those widely accepted to require on-water moorings) in the Shire of Ashburton are expected to grow to between 22.5 and 26.5 vessels by 2035 from approximately 15 as of 2020 (expected project completion date).

Table 2 Projected Boat Registrations, Catchment

Vessel Type	Scenario	2020	2025	2030	2035
Total Vessels	Low 95%	430	493	557	621
Vessels >7.5m	Low 95%	15.4	17.8	20.1	22.5

An on-line survey was also distributed via the Department of Transport website and local media to determine interest for on-water mooring facilities at Onslow. Whilst the survey was not exhaustive, it was undertaken to capture potential demand from charter operations in the region. Overall, the survey captured interest for five 'commercial' (or charter) pens at the proposed Onslow facility. This consisted of interest from Kuarlu Marine Charters, Thevenard Island Charters, Oceanic Offshore and Mackerel Islands.

In addition to above, there is an array of charter operators in Exmouth which access the Mackerel Islands and Montebello Islands and would consider expanding operations to use boat pens at the proposed facility. According to Department of Transport, in 2012, there were 28 charter operators that used the Beadon Creek Boar Harbour.

Additionally, there is expected to be demand for the facility for intermittent seasonal usage, cyclone berthing, marine accidents and marine servicing. Currently, there is an average of five cyclones in the region per annum and vessels either have to travel south to Exmouth or Carnarvon, if pens are available, or use additional fuel and remain at sea as there are no cyclone-rated pens between Exmouth and Darwin.

**Figure 8 Charter Vessel in Onslow**

3.4.3. Project Approvals

The Department of Transport has provided a summary of the status and requirement of approvals and permits for the implementation of the project.

Table 3 Project Approvals

Approval/Permit	Description
Planning	This project will be constructed as “Public Infrastructure” and will not require local government planning approval. The land area is identified as a Community Boating Precinct in the Beadon Creek Boat Harbour Land Use Framework (LUF). Department of Transport will work with the Shire of Ashburton and keep them fully informed.
Building	Building Approvals will be applied for as required by Shire of Ashburton
Environmental	Department of Transport will work with the Environmental Protection Authority and Department of Environment Regulation to arrange environmental approvals for the land works. The Onslow Marine Support Base dredging approvals expected to cover part of the dredging required for this project (approval for OMSB has been granted). Further dredging approvals will most likely be required.
Heritage	There are no known Aboriginal Registered Sites within the Beadon Creek Boat Harbour Land Use Framework (LUF) area. However, Shire Of Ashburton will liaise with Buurabalayji Thalanyji Aboriginal Corporation on this project.
Marine Wreck	Assessment complete and issues considered not significant.

3.5. Remote Regions Policy Outcomes

3.5.1. Alignment to the Building Better Regions Policy Objectives

The project is expected to function as an enabler of increased tourism diversification and sustainability as well as regional business investment. As business opportunities expand, the associated increase in employment opportunities will underpin the strength of Southern Pilbara as a place to live.

A summary of the project's relevance to policy objectives is provided in the table below.

Table 4

Table 5 Alignment to Local, State and Federal Policy Objectives

Objective	Project Specific Performance Measurement	Description
Expanding Opportunities	<ul style="list-style-type: none"> ▪ Direct Employment Initiatives 	<ul style="list-style-type: none"> ▪ The project is expected to directly and indirectly support 67.8 full-time equivalent jobs through the construction phase. ▪ During the operational phase, the project is estimated to support a total number 31 ongoing full-time roles (direct and indirect) due to expanded tourism expenditure across the Southern Pilbara, with the increased expenditure supporting further job creation throughout the hospitality, retail and tourism sectors, including more opportunities in new sectors with different skill requirements. ▪ The project will leverage the upgrade of the Onslow Airport and local tourism capacity to increase tourism opportunities and contribute to diversifying the economy of Onslow, beyond its current resource base. ▪ Indirectly, the project is expected to help to facilitate private sector investment aimed at expanding services to the gas sector, with the project encouraging retention and attraction of local workers.
Building Capacity in Regional Communities	<ul style="list-style-type: none"> ▪ Community Infrastructure 	<ul style="list-style-type: none"> ▪ The project's improvement to public amenities is designed to meet a growing need for recreational activities by workers and families. ▪ The project will create a sense of local community pride amongst residents that will utilise the expanded facilities. ▪ The project also facilitates a range of place activation investments to encourage use of the marine facility for recreation and social gatherings and more broadly encourage the

Objective	Project Specific Performance Measurement	Description
		vibrancy of Onslow as a place to live and visit.
Retaining Benefits in Regional Communities	<ul style="list-style-type: none"> ▪ Employment Initiatives 	<ul style="list-style-type: none"> ▪ Increased visitation to the region will increase the customer base of existing retail and tourism businesses, such as tour operators, dive and fishing shops, food and drink outlets, and accommodation and service industries. ▪ The project's focus on local worker retention and attraction will ensure the vast majority of employment is generated in the local community.
Attaining Sustainability	<ul style="list-style-type: none"> ▪ Economic Investment Initiatives ▪ Environmental Initiatives 	<ul style="list-style-type: none"> ▪ The project is expected to encourage other complementary investment in tourism and marine sectors. Other investments in the resource and tourism sectors will be more justified as the successful delivery of the project attracts more population/tourists to the region. ▪ Successful delivery of the project will enable the community to host more fishing and boating competitions and events that could also encourage more investment in retail, food and accommodation sectors. ▪ The facility will enable more environment and marine related research expeditions and will attract more resource companies to conduct their research expeditions using the proposed facility.
Growing Prosperity	<ul style="list-style-type: none"> ▪ Local Infrastructure Initiatives Aimed at Economic Development 	<ul style="list-style-type: none"> ▪ The overall construction stage associated with the project is expected to provide opportunities for the utilisation of local accommodation, the airport and local businesses. ▪ Regional businesses will benefit from the

Objective	Project Specific Performance Measurement	Description
	<ul style="list-style-type: none"> ▪ Investment Initiatives 	<p>increased number of tourists that encourage more private investment and business development.</p> <ul style="list-style-type: none"> ▪ The boating precinct will provide easier and safer access to marine services and emergency services and encourage research expeditions. ▪ The project will align with over \$250 million State and private sector investment commitment in infrastructure, social and community services. The project will also support justification of the many proposed and planned community facility investments in Onslow.

3.5.2. Alignment to Related Strategic Imperatives

Supporting community through economic and tourism development outcomes are recognised within State and local planning objectives, including the Pilbara Regional Investment Blueprint. The project's alignment to current policies has been detailed in the table below.

Table 6 Policy Relevance

Policy	Assessment
Pilbara Regional Investment Blueprint, Pilbara Development Commission (2015)	<ul style="list-style-type: none"> ▪ People and Communities Pillar: The project supports previous and continued investment in health, sports and recreation infrastructure and services in Onslow that will improve the quality of life of residents and help attract diverse residents and tourists. The project provides residents with a range of new recreational and social infrastructure that help address population retention issues and encourage more diverse employment opportunities. ▪ Tourism Pillar: The Blueprint identifies the dominance of business visitation in the region as a barrier to the development of tourism industry despite the range of potential attractions

Policy	Assessment
	<p>including leisure based tourism in the region. Tourism is therefore identified as a 'regional pillar', with 'nature based tourism' as a transformational initiative. As the analysis demonstrates, the project's greatest strength is its ability to encourage nature-based tourism to the region through enabling of charter operations that will bring tourists to Onslow and support local businesses and accommodation establishments.</p> <ul style="list-style-type: none"> ▪ Diverse and Robust Small and Medium Businesses Pillar: The project is expected to directly enable small charter operations to better service tourists and expand operations and employment in Onslow. Indirectly, the project will also support local businesses such as tour operators, dive and fishing shops, food and drink outlets, and accommodation and service industries. ▪ Land Access and Economic Infrastructure Pillar: The project is scoped to provide safe and upgraded marine infrastructure, improve access to quality services and leasable land area for future business development and therefore contribute strongly with the Blueprint's objective of access to land and economic infrastructure to improve attractiveness of the region to local residents and investors. ▪ Logistics, Engineering and Supply Chain Pillar: The blueprint recognises that the Pilbara is well positioned for maritime safety and emergency management and has the potential to export the expertise to other regions. The project contributes to this objective by supporting the attraction and retention of workers in Onslow. ▪ Education, Training and a Skilled Workforce Pillar: Provision of high quality services and job opportunities expected to result from the delivery of the project will improve attraction and retention of skilled works and provide additional capacity for marine related research expeditions that provide education and training opportunities within Onslow and the region. ▪ Physical Isolation: The proposed project aligns strongly with the blueprint's objective to overcome the perception of physical isolation in the Pilbara by improving attractiveness and desirability of Onslow as a place to live and visit. One of the major outcomes of the project is addressing the shortfall in the provision of recreational marine amenities for local residents

Policy	Assessment
<p>Onslow Townsite Strategy, Shire of Ashburton (2011) Onslow Expansion Plan (2012)⁴</p>	<p>and tourists.</p> <p>The project strongly aligns with the Shire of Ashburton’s vision for the future of Onslow to be “vibrant, sustainable and prosperous place for working, living and leisure”. The strategy specifically identifies three prime goals: sustainable living, economic viability and community wellbeing. The document prioritises a set of strategic actions for the future development of the Onslow community including but not limited to the Beadon Creek harbour as a commercial and recreational hub.</p> <p>The strategy also identifies opportunities to support tourism and townsite industrial and commercial development. The proposed project strongly aligns with the objectives of the Townsite Strategy as it provides a range of recreational opportunities; enhance the capacity of the community to host various marine related events and competitions, enable and encourage a range of place activation investment and development to provide better access to marine recreational facilities within the project area.</p> <ul style="list-style-type: none"> ▪ The need for increased recreation and tourism related opportunities, giving the community and tourists the opportunity to access and appreciate new areas of the foreshore. ▪ Better access to the town centre and water’s edge. ▪ Facilitate local job creation. ▪ Enhance liveability and lifestyle choice opportunities. ▪ A range of active and passive recreational activities that draw tourists and local residents to the water’s edge to exercise and interact. ▪ A possible future Beadon Creek Marina that could enhance the marine based recreational and commercial activities that already exist and create a unique attraction within the townsite. ▪ Location for water infrastructure (subject to further investigation), timeframe: short-to-medium-term. ▪ A new town jetty, contributing to the activation of the foreshore area, timeframe: medium-to-long-term.

⁴ LandCorp (2012), Onslow Expansion Plan, LandCorp, Perth

Policy	Assessment
	<ul style="list-style-type: none"> ▪ Potential for mixed density residential, tourism and accommodation surrounding a possible future Marina, timeframe: medium-to-long-term. ▪ Potential for light industrial and marine based activities.
Shire of Ashburton, Living Life, 2017 - 2027 ⁵	<p>The development of Beadon Creek boat harbour and the need to provide a system of connected costal walking paths are identified among other priorities of the Shire of Ashburn's investment in range of new facilities and facilities upgrades to meet the needs of the local community. The Shire recognises the essential role of attracting investment in tourism, hospitality and community and business development in the Strategic Community Plan and as such the proposed project is strongly aligned with the identified strategic needs of the Shire. The project will support and enable the construction of a number of amenities including toilets, shelters and BBQ facilities to ease the access of the marine facility and provide public amenities for different users. The deliverables of the project and associated outcomes will meet the aspiration of the community for the small business development (tourism and marine services) and access to diverse recreational opportunities and retention of access to environment and relaxed lifestyle.</p> <ul style="list-style-type: none"> ▪ More community events and activities. ▪ Invest in and focus on tourism and improve tourism infrastructure, such as accommodation, foreshore, landscaping, information signs. ▪ Work with the tourism industry, key stakeholders and agencies to collaboratively develop a regional Tourism Strategy that promotes the unique Pilbara offering of distinctive landscapes, seascapes and communities. ▪ Continue to plan for, invest in, and advocate for the development of key tourist infrastructure including increased accommodation options; tourism attractions; and signage. ▪ Potential opportunities to explore: safe beach swimming area in Onslow.
Tourism Destination	The strategy emphasises future investment towards tourism destination development for Tom Price and Onslow and prioritises

⁵ CCA (2018), 10 year Strategic Community Plan, Living Life, 2017 - 2027, Creating Communities Australia, Jolimont

Policy	Assessment
Development Strategy, Shire of Ashburton (2011)	a number of strategic actions and activities that could enhance the tourism development potential. The strategy identifies the need to create new experiences and major special events that will attract tourists and encourage existing to stay longer and enhance infrastructure to support tourism. One of the significant impacts of the project is the ability to accommodate a larger number of charter operations from Onslow and therefore support substantial increase in tourism expenditure and sustain job opportunities in a range of tourism based services. The project also supports and enables further investment in tourism infrastructure and increase the opportunity of the community to initiate a number of marine related events and leverage on other tourism assets available in the region.
Strategic Direction 2015 and Beyond, Department of Transport (2015)	The proposed project aligns with service design and delivery objectives of the Department of Transport that aim to plan, manage and develop transport infrastructure that meets the needs of the community and ensure safety through design and management of the projects.
Australia's North West Tourism Development Priorities 2010-2015, Tourism WA (2010)	Tourism WA recognises that increases in tourism activities and expenditure in the short term requires the improvement of marine access facilities particularly additional mooring facilities for larger boats and safer facilities for tourism operators. This will ensure the creation of additional opportunities for other tourism related development.
Western Australian Development Trust Themes	<p>Regional business and industry innovation and support: Successful delivery of the project will mean new businesses and services establish and create employment opportunities and higher permanent population in the community. The proposed project will impact on commercial and recreational boating usage. The facility will encourage higher demand for boating and fishing activities and increase the number of local boat users, day trippers (non-locals) and multi day tourists in the community.</p> <p>Regional and rural human capacity building: The project is expected to increase employment and volunteering opportunities and increase community participation in recreational fishing and boating activities (and competitions) and increase the capacity of</p>

Policy	Assessment
	the community to host marine activities and events. The project also expands on range of marine service businesses, tourism and hospitality and provides employment opportunities across different sectors.
Regional Development Strategy 2016-2025, Government of Western Australia	<p>Develop people’s capability to drive growth and prosperity: The project supports participation in the local community and regional economy through improved access to recreational opportunities and charter business and marine tourism business opportunities.</p> <p>Invest in economic infrastructure to drive growth: The project is premised on the desire to deliver integrated infrastructure that supports the growth of charter-based tourism.</p> <p>Foster the growth of emerging industries: The project aims to deliver new job opportunities in the tourism sector which is one of the state’s strongest growth industries.</p>
Shire of Ashburton, Local Planning Strategy (2018) ⁶	This Local Planning Strategy provides the strategic land use and development rationale for delivering the Shire of Ashburton’s vision of a vibrant and prosperous place for work, leisure and living. It has a particular focus on the three towns of Onslow, Tom Price and Paraburdoo. The Local Planning Strategy assumes that these three towns will remain the hubs for population growth and new housing, commerce and employment, community services and facilities, and tourism.

3.6. Project Deliverables

3.6.1. Project Outputs

Upon completion of the project, an immediate improvement to marine access and nearby public space and tourism appeal will be realised for the Southern Pilbara and the wider area. The key outputs expected from the project have been summarised in the table below along with relevant performance measures.

⁶ TBB (2018), Shire of Ashburton, Local Planning Strategy, Part One, Taylor Burrell Barnett, Perth

Table 7 Project Outputs

Project Outputs	Performance Measure/s	Measurement Method
Increased recreation and charter vessel infrastructure	Boating pens, boat ramp and passenger loading berths are constructed and utilised	Confirmation that the new facilities are completed in accordance with detailed design and the facilities are utilised
Improved recreation and community facilities	Fishing jetty, barbecue areas, seating, public toilets and shelter facilities are constructed and utilised	Compare the quality and availability of community facilities before and after project
Expanded leasable area	New leasable space is developed	Compare area of leasable space before and after project

3.6.2. Project Outcomes

A number of measurable outcomes are identified for each of the project objectives.

Table 8 Project Outcomes

Desired Outcome/s	Performance Measure/s	Measurement Method (Source)
Improved offering of commercial and recreational boating and fishing activities	<ul style="list-style-type: none"> Number of small and large vessels using the new facility 	<ul style="list-style-type: none"> Vessel registration numbers (DoT) Vessel Ownership rates (DoT) Occupancy rate (Shire/DoT) Number of charter operations (Shire/DoT/OCCI)
Improve sense of place and community satisfaction	<ul style="list-style-type: none"> Community use Diversity of use, including fishing, boating and BBQs facility 	<ul style="list-style-type: none"> Number of tourists (Tourism Research Australia) Number of charter operations use of the facility (Shire/DoT/OCCI) Community survey (Shire)
Increased leisure visitor numbers and expenditure	<ul style="list-style-type: none"> Number of charter operations Tourism accommodation 	<ul style="list-style-type: none"> Number of charter tours and participants (Shire/DoT/OCCI) Accommodation occupancy rate (Australian Bureau of Statistics)

Desired Outcome/s	Performance Measure/s	Measurement Method (Source)
	usage	<ul style="list-style-type: none"> Number of daytrip and overnight stay tourists (Tourism Research Australia)
Increased investment in place activation initiatives	<ul style="list-style-type: none"> New investment in public amenities within the project area 	<ul style="list-style-type: none"> Usage of facilities (Shire/DoT) Number of tourists (Shire/DoT)
Attraction and retention of local population	<ul style="list-style-type: none"> Population growth 	<ul style="list-style-type: none"> Migration patterns (Australian Bureau of Statistics) Population estimates (Australian Bureau of Statistics)
Increased marine tourism and recreation servicing opportunities	<ul style="list-style-type: none"> Marine service industry growth 	<ul style="list-style-type: none"> Number of businesses servicing marine-based sectors (Australian Bureau of Statistics/OCCI) Employment in marine servicing industry (Australian Bureau of Statistics/OCCI)
Increased research expedition opportunities	<ul style="list-style-type: none"> Number of research expeditions 	<ul style="list-style-type: none"> Number of jobs in marine research (Australian Bureau of Statistics/OCCI) Number of expeditions from Onslow (Shire/DoT/OCCI)
Increased capacity to safely accommodate vessels during cyclone events	<ul style="list-style-type: none"> Accidents during cyclones in region 	<ul style="list-style-type: none"> Usage of facility during cyclone events (Shire/DoT) Marine accidents (Shire/DoT/Ambulance Services)

3.7. Stakeholder Engagement

3.7.1. Key Project Stakeholders

The Agency Working Group has undertaken an extensive and proactive consultation process for the project. Periodic engagement with the various key community

stakeholders has ensured they were given the opportunity to input to the project and were kept informed of progress at every stage.

Importantly, the project has been led by the Community Boating Precinct Working Group which was established in 2015 to guide future marine facilities and waterfront development at Beadon Creek. The working group includes representation from across government, community groups and industry.

Table 9 Community Boating Precinct Working Group

Stakeholder	Area/Contact
Local Government	<ul style="list-style-type: none"> ▪ Shire of Ashburton
Government Agencies	<ul style="list-style-type: none"> ▪ Department of Transport ; ▪ Department of Jobs, Tourism, Science and Innovation; and ▪ Pilbara Development Commission.
Industry	<ul style="list-style-type: none"> ▪ Onslow Chamber of Commerce; and ▪ Marine Tourism WA.
Community	<ul style="list-style-type: none"> ▪ Onslow Volunteer Marine Sea Rescue; ▪ Mackerel Island Charters; ▪ Thalanyji; and ▪ Community representatives.

3.7.2. Stakeholder Engagement Status

The Agency Working Group seeks to encourage participation in decision making processes, communicate information to stakeholders and the community generally and ensure decision-making transparency. It therefore utilises a range of mechanisms to target a broad cross-section of stakeholders to both engage and then inform residents, incorporated associations, community groups and business and industry and government stakeholders. The table below summarises the status of stakeholder engagement initiatives planned and undertaken for this project. The Communication Plan (Section 3.1) describes communication activities for the wider public.

Table 10 Stakeholder Engagement Status

Stakeholder Initiative	Description and Status
Establish Community Boating Precinct Working Group (CBPWG)	Department of Transport, in partnership with the Shire of Ashburton (the Shire), established the CBPWG working group to discuss the details of preliminary concept plans prepared by DoT for the Community Boating Precinct. The Working Group comprised of DoT, the Shire, Department of State Development, Pilbara Development Commission, Chamber of Commerce, Onslow Marine Sea Rescue, Marine Tourism WA, Mackerel Islands Charters and a community representative.
Onslow Community Boating Precinct Survey	Department of Transport undertook a survey to collect demand data during the planning phase. The survey targeted recreational and tourism/charter vessel owners. The survey was published online and distributed by project stakeholders (including published in Pilbara News).
Concept Plan Feedback	Department of Transport published the draft concept plan of the DoT website and allowed for comments and suggestions to be provided. The draft concept plan was distributed by stakeholders.
Establish Steering Committee	A Steering Committee comprised of senior stakeholder representatives will be established to provide governance to the implementation of the project if funding should be secured and enable open communication as to the progress of the project.

3.7.3. Project Support

A number of businesses and organisations advocated for the proposed project as demonstrated by supporting letters and responses to the Department of Transport's survey. In summary, letters of support for the project highlight the need for the project for the following reasons:

- Creating opportunity for local contractors and suppliers (in construction phase) and a range of businesses and employment opportunities during operational phase of the project;
- Provision of recreational and lifestyle benefit that will lead to attraction and retention of people to Onslow;
- Creating economic diversification opportunities and the provision of economic growth base whilst the benefits of construction activity associated with the Wheatstone LNG project is declining; and

- Facilitation of better access to Mackerel Island and therefore attracting more tourists to the region.

Support for the project has been further evidenced by expressions of interest for 12 pens.

3.8. Critical Assumptions

Critical assumptions underlying the project are summarised below.

- The project will receive adequate funding from various government sources and some private sector funding.
- The project will continue to receive ongoing widespread community and key stakeholders' support.
- The following assumptions have been made for the financial modelling for the facility:
 - » Long term boating pens fees are based on fees for Exmouth and take-up of 12 pens (this is also consistent with online survey result that indicated expressions of interest from five charter operators and seven recreational users for boat pens as well as vessel forecasts that indicate substantial growth in vessel ownership in the region);
 - » Financial analysis is based on occupancy through long term arrangements rather than short term pen usage which could support increased revenue due to higher equivalent rates for pen usage; and
 - » Expenditure for the facility is based on other comparable nearby facilities.
- The project is expected to boost the number of vessels registrations (particularly for larger size vessels).
- The project is expected to increase visitation to the Shire of Ashburton and therefore encourage investment in other sectors of the economy of the region.
- The Shire of Ashburton will meet ongoing maintenance costs for the project.
- The project receives the required approvals.
- The cost estimate for this project assumes economic efficiencies through the construction and dredging works for the Onslow Marine Support Base.

3.9. Economic and Financial Analysis

The Shire of Ashburton engaged economic consultants to undertake an evaluation of the economic impacts of the project. The economic evaluation identified and assessed the potential economic and social impacts of the project in order to determine whether it generates a net economic benefit and/or positive social return to the region and state. The financial analysis undertaken by Department of Transport explored the operational financial elements of the project.

3.9.1. Economic Evaluation Considerations

Onslow is a popular holiday destination which attracts tourists travelling along the North West Coastal Highway (and Warlu Way) as well as residents of the region's inland mining towns. A small but consistent numbers of retirees stay in Onslow for extended periods during winter, enjoying the town's relaxed and quiet lifestyle.

The Onslow area boasts to a very unique set of attractions that could potentially drive economic expansions and diversification opportunities for the region. In addition to natural assets, the tourism industry in Onslow could leverage from several opportunities summarised below.

- **Onslow Airport:** In response to increased demand generated by the Wheatstone project, a four-year upgrade of the airport was undertaken and completed in 2015. Public seats are now available on flights between Onslow and Perth, using the charter service for the Chevron operated Wheatstone project.
- **Regional Events:** The Shire of Ashburton has recognised the opportunity for a number of regional events and competitions being held either in Onslow or other regional towns close to Onslow (for example, "Passion of the Pilbara", Exmouth "Gamex" and a range of LNG annual corporate events).
- **Access to Pilbara Coast:** Onslow is geographically positioned along the Pilbara Coast and within close proximity to an array of offshore marine assets, such as:
 - » **The Mackerel Islands:** The Mackerel Islands are located 22km off the Onslow coast. The reef system provides a valuable link for marine life between the Ningaloo Reef to the south and the Dampier Archipelago, Montebello Islands and Rowley Shoals to the north – ideal for diving and snorkelling.
 - » **Montebello Islands:** Located 75-80 nautical miles (135km) north of Onslow, The Montebello Islands, also known as the Monte Bello Islands, are an archipelago of around 174 small islands. The islands appeal to range of divers, snorkelers, fishers and sea kayakers because of their natural land and seascapes, barrier and fringing coral reefs, wide variety of wildlife and rich maritime heritage.

- **Karijini National Park:** An iconic, unspoiled nature-based destination offering a unique and diverse landscape and an unforgettable West Australian outback experience. Karijini is famous for its dramatic creeks, spectacular gorges and towering sheer sided chasms up to 100 metres deep. The park attracts an estimated 100,000 tourists a year. The Karijini Experience is held annually and is a four day festival offering a vast array of workshops, performances, tours, and social events. Onslow has the potential to become a larger ‘stop-over’ destination as part of broader tourism to the region.
- **Affordable and Available Tourism Accommodation:** The room occupancy rate averaged 47.3% over the 2015/16 period which is significantly below the 2012/13 high of 70.2% and a reflection of declining activity across the resource sector. Whilst this drop in visitation is presenting challenges for the hospitality industry and related sectors, the more normalised conditions are supporting water-based activities visitation equivalent to 289 tourists per day. Recently, the cost of accommodation has increased, with the average cost of occupying a room for a night increasing 5.0% relative to 2014-15. Moreover, in response to high room rates and occupancy, several establishments have undertaken upgrades in recent years.

Taking advantage of these assets and opportunities therefore requires targeted investment. The economic evaluation therefore explored the role that historical boating facility projects have played. A case study analysis illustrated the value investment in boating facilities, with the analysis finding that investment in marine facilities in regional Western Australia areas can support leisure visitation increases of between 5.9% and 6.9% and population retention/attraction in the order of 2.3 percentage points.

3.9.2. Economic Evaluation Findings

RPS Group undertook an assessment of the likely economic and social impacts from the implementation of the project, with impacts measured in three parts:

- **Construction phase impacts**, where the economic effect is due to the project expenditure;
- **Ongoing impacts**, where the economic effect is due to the activity generated by the use of new facilities and improved amenities; and
- **Leveraged investment**, where the economic effect is due to the building and construction activity enabled as part of the project.

All effects were measured in terms of the incremental impact of implementing the project compared to not implementing the project (business as usual). The assessment was undertaken over a 30-year timeframe which is in line with Infrastructure Australia guidelines. The State Government Strategic Asset Management Framework *Options*

Analysis guidelines suggesting assessing infrastructure for whole of life cycle which is in excess of 30 years for the proposed facilities.

Construction Phase Impacts

Construction expenditure for the project will result in flow-on effects to other economic activity and will generate significant employment in both the construction industry and the wider economy. The estimated impacts of the significant investment in the project have been assessed using industry-specific multipliers derived from the Australian Bureau of Statistics input-output tables and local employment data. Input-output tables are part of the national accounts by the ABS and provide detailed information about the supply and use of products in the Australian economy, and the structure of and inter-relationships between Australian industries. Input-output tables are converted, through statistical analysis, into economic models using local employment derived from the ABS Census of Population and Housing. The estimated impacts have been summarised below.

- **Employment:** The construction of the project is expected to support an average of 19.8 full-time, on-site construction jobs. Overall, directly and indirectly, the project is modelled to support a total average full-time employment of 67.8 over the construction phase. Employment will be concentrated in the construction, technical services and retail industries.
- **Economic contribution:** The considerable flow-on benefits to downstream and upstream suppliers will result in an expected increase in economic activity during the construction phase of the project of around \$25.0 million (i.e. the economy will be \$25.0 million larger). Local procurement arrangements will help to ensure much of this impact is felt in the local economy.

Table 11 Construction Phase Impacts

	Output (\$m)	GVA (\$m)	Income (\$m)	Employment (FTEs)
Direct Impact	\$10.5	\$3.6	\$2.1	19.8
Indirect Impact (Type I)	\$7.2	\$3.0	\$1.7	22.7
<i>Sub-Total</i>	<i>\$17.7</i>	<i>\$6.6</i>	<i>\$3.8</i>	<i>42.5</i>
Indirect Impact (Type II)	\$7.2	\$4.1	\$1.8	25.3
Total Impact	\$25.0	\$10.7	\$5.5	67.8

* *Type I and Type II impacts refer to supply chain expenditure and consumption expenditure (i.e. from wages being spent in local economy), respectively.*

Ongoing Impacts (Operational Phase)

More importantly, there are large and ongoing impacts of the project on the regional economy which occur during the operational phase. These have been summarised below.

Increased Tourism: The most significant impact from the project is the ability to accommodate a larger number of charter operations from Onslow, with investment in marine facilities in regional Western Australia found to increase the average level of visitor stays in an area by 5.9% to 6.9%. A demand analysis confirmed the demand for charter operations, with initial commitment for pens from five 'commercial' (or charter) pens at the proposed Onslow facility.

Based on modelling of increased charter operations from Onslow, the project is expected to support substantial increases in tourism expenditure in the area. The net increase in expenditure has been conservatively estimated at \$3.6 million per annum on average over the assessment period. This is expected to sustain approximately 30.9 ongoing jobs, with the majority of employment within the local economy. The estimated increase in tourism expenditure will support and leverage recent investment that has provided a number of high quality tourism accommodations in the townsite.

In addition to above, the project includes facilities which will encourage regional events aligned with the local marine industry. The Shire of Ashburton has recognised the opportunity for a number of regional events and competitions being held in Onslow (e.g. LNG annual corporate events, recreational fishing competitions) and the expansion of existing events such as "Passion of the Pilbara".

Recreational Fishing: The project will enable increased recreational boat usage which will support expenditure at local stores in the region (a literature review found that recreational fishing is a significant economic contributor, with estimated expenditure on services and items that were attributed to recreational fishing at \$1.8 billion in 2001). Based on additional recreational boat usage, local businesses are expected to benefit from an additional \$33,600 per annum due to increased recreational boating trips. In addition, the public boat ramp will cater to the expected 66.9% growth in registered vessels over the 2014 to 2035 period in the catchment.

Population Attraction and Retention: The expansion of community facilities and local employment opportunities are expected to support the attraction and retention of residents in the region compared to the base case (no investment). Based on population impacts observed at Geraldton post the expansion of boat pens, the project could support an increase in population growth equivalent to up to 2.3 percentage points per annum. This would support local resident expenditure post the construction of the project.

Increase Community Vibrancy and Resilience: The project increases the availability of recreational and community facilities and events and encourages further investment in place activation initiatives. The project will enable local residents and tourists to use the town's natural coastal and marine assets to provide recreational and business opportunities which create a sense of place, identify and community through the provision of facilities and usable spaces that are upgraded, improved, well connected and accessible and support diversity of uses.

Vessel Safety: Currently, on average, there are five cyclones in the region per annum, requiring vessels to travel south to Exmouth or Carnarvon (if pens are available) or use additional fuel and remain at sea as there are no cyclone-rated pens between Exmouth and Darwin. Based on historical vessel damage per cyclone, the project has been estimated to support reduced vessel damage equivalent to \$50,010 per annum.

Research Expedition Capacity: The region's rich bio-diversity has supported marine science programs in the region. Currently a range of marine and environmental research activities are operated and based in Onslow including new research into a protected marine mammal, dugongs, which is known to inhabit in the coastal waters off Onslow, turtle monitoring, underwater sound study and the Indigenous Marine Ranger Program. These research activities have been facilitated through partnership between WA universities and Chevron and have the potential to attract more research activities to the region. The project is expected to support further expeditions from Onslow, including the expansion of the Indigenous Marine Ranger Program.

Marine Tourism Servicing Opportunities: Increased charter and recreational boating will support existing and new marine tourism servicing businesses and boat/marine equipment hire in the region.

Emergency Services Access: The facility will be well positioned to assist ambulance services when there is a marine accident. The need for such services is supported by relatively higher rate of marine accident occurrence off the West Australian coast and anecdotal evidence from the St John Ambulance service.

Leveraged Investment

The project is expected to facilitate further development and construction of facilities in the surrounding area of the marina. In particular, the project includes the development of a leasable area for future business activities and public amenities to promote place activation and enhance the opportunity of the community to host a number of regional events and competitions. This leasable area is expected to undergo an expression of interest to enable complementary uses to be developed which could include tourism and charter service space and/or marine services.



Figure 9 Onslow Marine Support Base

Furthermore, the project will support the following potential developments of relevance:

- **Onslow Marine Support Base (OMSB):** The Onslow Marine Supply Base, located adjacent to the project area, is expected to support a wide range of business opportunities for mechanics and boilermakers to those selling food and accommodation. The facility includes a 204 metre hard backed wharf capable of servicing a greater number of vessels operating in the region, two ramps, 15 metre wide concrete apron, approximately 2.1 ha of areas suitable for laydown and operational uses, security fencing, area lighting and drainage, storm water containment and refuelling facility.
- **Light Industrial Area:** There is a significant amount of land within the Onslow townsite that is or has the potential of becoming zoned and developed for Industrial, Mixed Business uses.

The OMSB development combined project (all stages) will require \$115.5 million in capital expenditure and could potentially generate 190 new full-time equivalent (FTE) positions in Onslow once all stages are developed.

The project will also support more than \$250 million of non-resource sector investment undertaken over the past five years in initiatives such as the Onslow Airport, a new entry road that provides all-weather access between the town and Airport, new hospital and improved provision of critical services for the community.

3.9.3. Cost Benefit Assessment

A Cost Benefit Analysis (CBA) is the most commonly used and most comprehensive of the economic evaluation techniques. Essentially, a CBA compares the monetised benefits and costs of a project to evaluate the desirability of a project. The analysis undertaken for the preferred option excludes economic benefits that could not be reliably monetised (e.g. population retention and attraction) or were not considered to be direct effects from the project. Indirect costs and benefits would include those costs and benefits obtained through multiplier effects or induced investment.

The CBA results reveal that the project is expected to generate economic returns. At the 4% discount rate, the most appropriate for the project, the benefit cost ratio is 5.7 and provides an estimated net benefit of \$43.8 million.

Table 12 Cost Benefit Analysis Results

	4%	7%	10%
Present Value Costs	\$9.3m	\$8.6m	\$7.9m
Present Value Benefits	\$53.2m	\$35.8m	\$25.4m
Net Present Value	\$43.8m	\$27.3m	\$17.5m
BCR (Benefit Cost Ratio)	5.7	4.2	3.2

The measured direct economic impacts incorporated into the cost benefit assessment are expected to manifest themselves as greater expenditure within the Southern Pilbara communities and the wider Western Australian economy which will support ongoing employment opportunities. As part of the economic evaluation of the project, a sensitivity analysis was undertaken to measure the impact of the project with the assumption that demand for the boating pens will be 30.0% below the base case. The CBA results, for the sensitivity analysis, reveal that the project is still expected to generate economic return.

3.9.4. Financial Operation Assessment

Assets created through this project will be owned and managed by the Shire of Ashburton and it will be responsible for the financial management of this facility. The indicative estimate of operating and maintenance costs has been provided by the Department of Transport based on the current budget for the existing Onslow Beadon Creek Boat Harbour and for comparable facilities across Western Australia.

This estimate has been prepared for the new facility component that includes:

- 12 boat pen marina;

- Two passenger loading pontoons;
- Rock revetment wall;
- New public boat ramp facility;
- New fishing platform; and
- Community recreation area (shelters, toilets, BBQs).

This financial analysis includes estimates and projections with respect to the anticipated future operations of the facility. Such estimates and projections reflect assumptions made in relation to future revenue streams and expenditures. Adjustments to expense and revenue budgets, if required, will be managed through the Shire's annual review of fees and charges process. It is important to note that the above analysis does not include any potential revenue generated by the leasing of the proposed leasable area in the site due to the uncertainty of revenue generation.

Table 13 Financial Analysis Summary

	Year 1	Year 2	Year 3	Year 4
Boat Pen Revenue	\$116,252	\$125,940	\$145,315	\$164,690
Other Revenue	\$20,000	\$25,000	\$30,000	\$35,000
Total Revenue	\$136,252	\$150,940	\$175,315	\$199,690
Maintenance & Operations (inc. Utilities) Expenditure*	\$229,500			
Depreciation (full FY)	\$151,805	\$151,805	\$151,805	\$151,805
Total Expenditure*	\$381,305			
<i>Net Balance*</i>	<i>-\$245,053</i>			

* Maintenance expenditure is expected to increase in line with consumer price index in the region

^ All cash flows are exclusive of GST and include inflation allowances based on the Western Australia forecast Consumer Price Index ("CPI") where appropriate.

Any revenue is to be retained for the ongoing operational costs and maintenance of this facility. As the table above illustrates, revenue for the facility is expected to increase at a faster rate than expenditure, with revenue from both long term and short uses expected to increase as the area develops into a thriving boating precinct. Further to this point, depreciation expenses have been applied at a fixed rate which implies that the net operating position will improve over time.

There will be no further implications for Government expenditure in relation to the future operational management and maintenance of the Onslow Community Boating

Precinct. When completed, the Onslow CBP will become a component of the existing Onslow Beadon Creek Boat Harbour facility and included in the overall facility budget (including expenses and revenue). The 2015/16 operating statement for the existing Onslow Beadon Creek Boat Harbour gave a net position of \$243,805 which supports ongoing maintenance as required.

3.10. Assessment of Options

3.10.1. Initial Options Assessment

The Agency Working Group undertook an analysis of different options as part of project planning. A number of different scenarios were considered and their impact from an economic development, community infrastructure and place activation perspective assessed. The following table details key options considered.

Table 14 Project Options Assessment

Option	Description	Risks & Negatives	Positives & Benefits	Cost*
Option One	Create a sheet piled marina with: <ul style="list-style-type: none"> ▪ 19 boat pens ▪ 2 passenger loading pontoons ▪ Onshore facilities on marina side 	<ul style="list-style-type: none"> ▪ Utilisation (take up) of boat pens ▪ Cost of project & level of funding required ▪ Limited options for leveraged funding ▪ Requirement for boat ramp upgrades ▪ Limited recreation area for community use 	<ul style="list-style-type: none"> ▪ Greatest capacity to accommodate charter tourism & recreation vessels ▪ Greater support for levels of tourism expenditure, job creation & economic diversification ▪ Higher rate of revenue from pen fees ▪ Improved vessel safety ▪ Increased research expedition capacity & marine tourism servicing opportunities ▪ Fishing can be undertaken at the wharf 	\$23.9m
Option Two	Create a rock revetment walled marina with:	<ul style="list-style-type: none"> ▪ Utilisation (take up) of boat pens ▪ Cost of project 	<ul style="list-style-type: none"> ▪ Increased pen capacity to accommodate charter/tourism vessels & recreation vessels 	\$12.0m

Option	Description	Risks & Negatives	Positives & Benefits	Cost*
	<ul style="list-style-type: none"> ▪ 17 boat pens ▪ 2 passenger loading pontoons ▪ No onshore facilities 	<ul style="list-style-type: none"> ▪ & level of funding required ▪ Limited options for leveraged funding ▪ Requirement for boat ramp upgrades ▪ Limited community recreation area ▪ Fishing platform not incorporated 	<ul style="list-style-type: none"> ▪ Increased levels of tourism expenditure, job creation & economic diversification ▪ Improved vessel safety ▪ Increased research expedition capacity & marine tourism servicing opportunities 	
Option Three	<p>Create a rock revetment walled marina with:</p> <ul style="list-style-type: none"> ▪ 12 boat pens ▪ New fishing platform ▪ Community onshore recreation facilities ▪ New boat ramp facilities 	<ul style="list-style-type: none"> ▪ Less boat pens and revenue 	<ul style="list-style-type: none"> ▪ New boat ramp facility to limit need for maintenance or closure of existing deteriorating ramp ▪ New fishing platform incorporated in facility to encourage social gatherings ▪ Increased recreational opportunities and events ▪ Improved vessel safety ▪ Support for leveraged private investment and community facility investments ▪ Creation of leasable area ▪ Research expedition capacity & marine tourism servicing 	\$10.6m

Option	Description	Risks & Negatives	Positives & Benefits	Cost*
			opportunities	
Option Four	Status Quo	<ul style="list-style-type: none"> ▪ No new marine tourism or business opportunities ▪ Requirement for boat ramp upgrades ▪ Reduced visitation levels ▪ Underutilisation of sunk investment in community infrastructure and delay in planned private sector investment ▪ High vessel and marine accident risks due to cyclones ▪ Reduced research expedition capacity 	<ul style="list-style-type: none"> ▪ Capital cost requirements 	-

* Cost dependent on contractor prices

3.10.2. Impact of Delaying Project

The costs and risks of delaying the project have been explored and outlined below

- **Population Retention:** Onslow's population quickly swelled in recent years as one of Australia's largest resources ventures, Chevron's \$30 billion Wheatstone LNG project, came to town. However, now the project is transitioning into the operation phase, the region's businesses continue to rely on fly-in fly-out workforces as there

continues to be a perceived lack of community amenity to support recreation activities. A delay to the project will undermine proposed and planned investments in place activation and provision of public amenities that could subsequently impair the desirability of Onslow as a place to work and live in.

- **Economic Opportunities:** The region is heavily linked to the fortunes of commodity prices and their impact on investment decisions. This heavy reliance on resource extraction and export has created many vulnerabilities and risks, resulting in a range of challenging outcomes which left unaddressed will continue to impede the sustainable development of the region. These include volatile population and employment growth, an imbalanced age and gender profile and high costs for households and businesses. This volatility undermines investment in much needed development infrastructure and initiatives during downturns and it creates infrastructure bottlenecks and rapid price increases during the boom periods. A delay to this project will delay marine tourism opportunities across the Southern Pilbara and limit the region's ability to take advantage of the extraordinary growth of affluence and the reduction in absolute poverty across Asia and the increasing levels of international tourism to Australia⁷. A delay is estimated to limit tourism expenditure equivalent to an average of \$3.6 million per annum. A delay will also limit the ability of the region to take advantage of an expanded and upgraded airport and tourism accommodation.
- **Marine Activity Safety:** There are no cyclone-rated pens between Exmouth and Darwin despite the region experiencing an average of five cyclones per annum, including two severe cyclones per annum which have caused vessel damage in the past. Given wait lists at Exmouth, vessels will remain at risk of further accidents and will have to use additional fuel to remain at sea during cyclone events. Furthermore, the ability for Onslow to easily cater for marine accidents and health requirements will be constrained.
- **Marine Research Expedition Capacity:** The region is considered rich in biodiversity which supports research expeditions from Onslow. A delay to the project will constrain opportunities for an expansion of marine research.

3.10.3. Preferred Option

Preferred Option: Option Three: 12 Cyclone-Rated Pen Marina Development

As the economic evaluation has demonstrated, the project will provide a significant positive economic return and lead to greater expenditure within the Southern Pilbara

⁷ Tourism Research Australia expects leisure based tourism expenditure from international tourists to increase 39.6% between 2014-15 and 2024-25 (*Tourism Forecasts 2015*)

communities and the wider Western Australian economy which will support much needed ongoing local employment opportunities. In particular, the following benefits can be realised for the Southern Pilbara and the wider region as a result of the project:

- **Increased local employment opportunities**, through the support for charter operations which can support 2,640 tourists per annum and \$2.3 million of expenditure per vessel;
- **Place activation**, through the preparation of leasable land for business development adjacent to the marine facility and investment in a number of public facilities that transform Onslow into a vibrant destination to live and visit;
- **Increased community satisfaction**, through an increase in availability of recreational and community facilities, usable public spaces that are upgraded, improved, well connected and accessible and create sense of place, identity and community.
- **Increased private investment**, with population retention and attraction expected to support a range of planned investments;
- **Improved vessel safety**, with the project expected to support reduced vessel damage from cyclones by \$50,010 per annum;
- **Increased research expedition capacity**, with the project expected to support further expeditions from Onslow;
- **Marine tourism service opportunities**, with increased charter and recreational boating supporting existing and new marine servicing businesses and boat/marine equipment hire in the region; and
- **Improved emergency services access**, with the project well positioned to assist ambulance services when there is a marine accident.

3.11. Funding Strategy

3.11.1. Total Budget

The provisional budget for the project is \$8 million. The project budget as prepared by the Shire of Ashburton is an estimate pending completion of a detailed design and receipt of tenders.

The estimate for the project budget is provisional and has been derived from Department of Transport probabilities and current market conditions.

Table 15 Project Budget

Item of Expenditure	Budget	Source of Fund	Quality of Estimates	Has the Funding been secured
Boat Launching Ramp	\$540,000	Chevron/SoA	DoT	Yes
Landside Development	\$650,000			
Project Design, Management and Supervision	\$580,000	DoT	DoT	Yes
Fishing Jetty	\$230,000			
Engineering Design	\$6,000,000	Government	DoT	No
Geotechnical Investigations				
Approvals				
Preliminaries				
Site Works				
Marina Waterside				
Dredging and Reclamation				
Floating Pens				
Landside Development				
TOTAL				

Recent social infrastructure projects in Onslow and the across the Shire of Ashburton have been completed under budget with lower construction prices, therefore it is expected that the project can be delivered for the provisional estimated budget.

3.11.2. Project Budget and Funding Stream

Chevron is a major stakeholder and funding partner in the delivery of the \$8 million Onslow Community Boating Precinct. \$1.5million has been allocated to the CBP through the Department of Jobs, Tourism, Science and Innovation (JTSI) administered Chevron Social Infrastructure Fund. The Shire of Ashburton has committed \$500,000 in the 2018/19 budget to the delivery of the project, and is seeking \$6 million to complete the financing requirements. The following table specifies the timing of funding expenditure. Funds will be spent on the project over a three-year timeframe (cash flow and timelines are subject to the timing of funding release).

Table 16 Funding Expenditure Schedule

Revenue Stream	2018/19	2019/20	2020/21
Government Funding	\$0.5m	\$4.0m	\$1.5m
Chevron's Social Infrastructure Fund through JTSI administered Special Purpose Account	\$0.5	\$0.5	\$0.5
Shire of Ashburton		\$500,000	

3.11.3. Sustainability and Ongoing Viability

The Shire of Ashburton will collaborate with the Department of Transport, who through the Coastal Infrastructure Business Unit (CIBU), directly manage numerous boat harbours and coastal facilities (including the existing Onslow Beadon Creek Boat Harbour), providing commercial and recreational maritime services at approximately 50 locations around Western Australia.

Department of Transport has recently expended the following amounts on Onslow Beadon Creek Boat Harbour improvements:

- Resealing of access road & hardstand area in 2014 (\$258,000);
- Demolition of dilapidated toilet block and construction of an office building for DoT and Department Vehicle Services staff in 2015 (\$756,000);
- Installation of CCTV in office building, wharf & boat ramp in 2015 (\$237,000);
- Underground of overhead power lines and transfer ownership of electrical infrastructure from Horizon Power to DoT in 2016 (\$491,000); and
- Dredging of Entrance Channel in 2012/13 – downstream (\$752,000) and upstream (\$947,000).

Department of Transport operates facilities on a cost recovery, user pays basis. Any revenue is retained for ongoing operational costs and maintenance of this facility.

When completed, the Onslow CBP will become a component of the existing Onslow Beadon Creek Boat Harbour facility and included in the overall facility budget (including expenses and revenue). Adjustments to expense and revenue budgets, if required, will be managed through the annual review of fees and charges process. Negotiations for management of the Marina is being undertaken with agreement finalised prior to construction completion.

There will be no further implications for Government expenditure in relation to the future operational management and maintenance of the Onslow CBP.

3.12. Project Key Milestones, Timeframe and Cost

The Agency Working Group has identified a number of key milestones, along with the expected date of their achievement, for the project. A more detailed timeline will be developed on completion of the project plan, following approval. The oversight of the Steering Committee will ensure any delays are dealt with in a timely fashion.

Table 17 Project Milestones, Expected Date and Cost

Main Activities / Milestone	Milestone Date	Activity Cost
Design, documentation, approvals	January 2019	\$895,000
Construction, contract award	March 2019	\$3,000,000
Marine Works	June 2019	\$1,455,000
Landside Works	January 2020	\$650,000

3.13. Risk Analysis

A thorough risk analysis has been completed for the project to identify and evaluate the effect of uncertainty on objectives and deliverables, including risk mitigation strategies in accordance with the AS/NZS ISO 31000:2009 Risk Management – Principals and Guidelines.

The overall objectives of the risk management and assessment process were to identify risks to the successful delivery of the project and construction contract in respect to:

- OHS related aspects of the overall project;
- Overall project cost;
- Project completion on time; and

- Stakeholder interest.

The Steering Committee is responsible for risk management for the project delivery. This process is guided by a risk register to enable the ongoing review and management of the identified risks. The summary findings from the *Risk Management Plan* are detailed below.

Table 18 Risk Analysis Register Summary

ID	Potential Risk	Likelihood	Consequence	Risk Rating	Mitigation Measures
1	Loss of key stakeholder support	The project fails to compete with competing projects for funding	Funding is not approved, inadequate or significantly delayed	HIGH	Well-developed project with stakeholders on board and included in an ongoing communication plan.
2	Delays in planning approvals	The proposed development is incompatible with current planning objects	Delays to the commencement of the project	LOW	Early engagement with relevant authorities.
3	Construction Issue/s	New risks (such as geotechnical or environmental) are identified during construction process	Delays to the completion of the project and/or requirement for additional works	LOW	Project construction to be managed by experienced SoA and DoT staff.
4	Ongoing sustainability of the facility	Lower than expected cash flow for the project	The project is not well maintained	TOLERABLE	The risk is mitigated on a partial cost recovery basis through in-

ID	Potential Risk	Likelihood	Consequence	Risk Rating	Mitigation Measures
					house services with some specialist functions contracted out.

3.14. Indigenous Participation

The Community working group included the Buurabalayji Thalanyji Aboriginal Corporation (BTAC). BTAC has interest in protecting Thalanyji culture and heritage, establishing community development activities and business development. As a member of the working group, BTAC has been engaged in planning, project development and finalisation of the concept plan. It is intended that this collaborative relationship will be maintained through the implantation of the project.

The project has the potential to further foster relationship with BTAC and Thalanyji people through job opportunities during construction and increase opportunities for Indigenous businesses to benefit from the development of Onslow Community Boating Precinct such as the Kuarlu Marine Charter by local Indigenous community member Ms Peta Wilson.



Figure 10 Beadon Creek Boat Harbour

4. Implementation Strategy

4.1. Communication Plan

As outlined in Section 1.7, the Shire of Ashburton and the Department of Transport have taken a collaborative approach to the planning and development of the project, concept plan and business case. The Shire and DoT established a Community Working Group to discuss the details of preliminary concept plans prepared by DoT with a range of stakeholders. With this in mind, the project Steering Committee will continue to involve key stakeholders in decision making process throughout the project implementation phase.

The Shire's communication and media strategy will ensure proactive media statements and communication products, as produced for major projects, are released consistently on the Shire's website and newsletters.

4.2. Project Management

The project manager and support team will be sourced via the Shire's Property and Buildings Services Department to deliver the defined project outputs in collaboration with the Department of Transport who have a vast experience and expertise in the provision of maritime construction throughout Western Australia. The same protocols and processes will be followed during the design, tendering and construction of the Community Boat Precinct as other recent maritime construction projects delivered by DoT. Processes for procurement include strict policies and procedures and oversight by DoT's Procurement Services branch for tendering and contract variations. This project will be incorporated into DoT's Coastal Infrastructure Capital Works Program and delivered by CIBU's experienced Project Delivery Branch. The Shire will prepare a project management plan upon approval of funding.

Prior to completion of construction of the facility DoT and the Shire will have negotiated an agreement for the ongoing management and asset maintenance of the new Community Boating Precinct as an expansion of the existing Onslow Beadon Creek Boat Harbour. Recent successful projects constructed by DoT include:

- **Augusta Boat Harbour** – \$36.47 million project provides a safe facility for vessels between Albany to the east, and Busselton, to the north. The facility provides commercial and recreational users with appropriate infrastructure to service the region's tourism and commercial fleet with the 2.8 hectares of sheltered water and 5.0 hectares of land for service facilities. The project includes:
 - » A four-lane boat launching facility with floating finger jetties;

- » A 50 metre land-backed service wharf;
 - » Forty boat pens for commercial and recreational vessels;
 - » Car-and-trailer parking for 160 vehicles;
 - » Four fully-serviced land development lots for marine related purposes;
 - » Amenities building and pavilion; and
 - » 24 hour closed circuit television security surveillance
- **Port Geographe Reconfiguration** – \$28.15 million project delivered the reconfiguration of the coastal structures at Port Geographe included the following:
 - » Removal and recovery of the former rock breakwaters and groynes;
 - » Construction of a new breakwater and seawall, realigning the foreshore and entrance channel;
 - » Dredging of the new entrance channel and construction of a coastal lagoon;
 - » Importing additional sand to establish new beach profiles;
 - » Installation of a below ground bypassing pipeline to facilitate future maintenance operations with minimal disruption; and
 - » Extensive landscaping to transform the foreshore into an inviting recreational space for the community to enjoy.
 - **Exmouth Harbour upgrade** – \$20 million project (currently in construction) consists of a major upgrade of the service wharf, including construction of a heavy lift facility and cyclone moorings at the harbor.
 - **Denham Facility upgrade** – \$6.1 million project (currently in construction) to construct a 20 meter extension to the existing Service Jetty, refurbishment of the existing revetment along the DoT maritime facility foreshore, refurbishment of the existing jinker slipway, upgrades to the car and trailer parking areas and upgrades to associated coastal and marine infrastructure.

4.3. Project Governance

The project is to be coordinated and overseen by the Steering Committee that will be comprised of senior stakeholder representatives. The Steering Committee will provide governance and oversight to the implementation of the project should the finding be secured. The Steering Committee will also be involved in the final assessment of the project upon the completion to ensure the deliverables are have been achieved in accordance to the project objectives, design and concept plans.

4.4. Procurement Strategy

The Shire of Ashburton will adhere to procurement policies which ensure best practice in the purchasing of goods, services and works that align with the principles of transparency, probity and good governance. The Shire of Ashburton is committed to delivering best practice in the purchasing of goods, services and works that align with the principles of value for money, open and fair competition, accountability, risk management and probity and transparency.

4.5. Supporting Documents

The following documents have informed the development of the business case. Copies of these supporting documents can be provided upon request.

- A1: Risk Management Plan
- A2: Economic Evaluation
- A3: Demand Analysis
- A4: Financial Analysis
- A5: Construction Cost Estimates
- A6: Project Concept
- A7: Letters of Support

5. Signing Of Business Case

I confirm that the information contained in this Business Case is true and correct.

Signed	15/11/2018
Approved by	Rob Paull
Position	Chief Executive Officer
Date	

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Lease of Community Facility

Shire of Ashburton
(ABN 45 503 070 070)

Tigers Football Club Tom Price Inc.
Incorporation Number (A1030482J)

**STOREROOM 3,
GROUND FLOOR (UNDER STADIUM) OF CLEM
THOMPSON MEMORIAL SPORTS PAVILION**

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Parties

Shire of Ashburton, a body corporate pursuant to the Local Government Act 1995 of PO Box 567, Tom Price, Western Australia (**Shire**)

Tigers Football Club of Tom Price Inc. of PO Box 254, Tom Price, Western Australia (**Lessee**)

Background

- A The Lessor is the management body of the land described in **Item 1(a)** of the Schedule (**Land**), under the Management Order N845388.
- B Under the Management Order the Lessor has the power to lease the Land for any term not exceeding 21 years, subject to the approval of the Minister for Lands first being obtained.
- C The Lessee has requested that the Lessor grant it a lease of that portion of the Land described in **Item 1(c)** of the Schedule (**Premises**), and the Lessor has agreed subject to the Parties entering into this agreement.

Operative provisions

1 Definitions and interpretation

Definitions

1.1 In this Lease the following definitions apply:

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

Authorised Persons means:

- (a) an agent, employee, licensee, contractor or invitee of the Lessee;
- (b) any person visiting the Leased Premises with the express or implied consent of any person referred to in paragraph (a) of this definition;
- (c) any person claiming under or through the Lessee.

Authorised Use is defined in Item 9 of Schedule 1.

Commencement Date is defined in Item 6 of Schedule 1.

Community Facility is defined in Item 1 of Schedule 1.

Council means the council of the Shire.

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

End Date is defined in Item 8 of Schedule 1.

Encumbrance means a mortgage, charge, bill of sale, lien, pledge, easement, restrictive covenant, writ, warrant or caveat and the claim stated in that caveat affecting the Land or the Leased Premises.

Event of Default means any of the events or occurrences set out in clause 21.1 of this Lease.

Final Expiry Date is defined in Item 12 of Schedule 1.

Further Term is defined in Item 11 of Schedule 1.

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

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

GST Law has the same meanings as in the GST Act.

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

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

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

Leased Premises is defined in Item 3 of Schedule 1.

Rent is defined in Item 4 of Schedule 1.

Minister means Minister for Lands.

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

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

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

Reinstatement Notice means a notice given by the Shire to the Lessee of the Shire's intention to carry out the Reinstatement Works.

Reinstatement Works means the work necessary to:

- (a) reinstate the Leased Premises; or
- (b) make the Leased Premises fit for occupation and use or accessible by the Lessee.

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

Renewal Date is defined in Item 10 of Schedule 1.

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

Review Dates is defined in Item 5 of Schedule 1.

Shire's Rights means the rights of the Shire as landlord under this Lease or implied by Law, including the benefit of the Lessee's Obligations.

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

Lessee's Obligations means each covenant, obligation and duty contained or implied in this Lease or required by law to be performed by the Lessee.

Lessee's Rights means the Lessee's rights under this Lease or implied by Law.

Term is defined in Item 7 of Schedule 1.

Unfit for Occupation means that the Leased Premises or any part of the Leased Premises are so destroyed or damaged as to:

- (a) render the Leased Premises substantially unfit for occupation and use; or
- (b) interfere substantially with the Lessee's Rights.

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

Interpretation

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

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

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

- 1.2.3 If the day on which any act, matter or thing is to be done under this Lease is not a business day, the act, matter or thing must be done on the next business day.
- 1.2.4 A reference in this Lease to dollars or \$ means Australian dollars and all amounts payable under this Lease are payable in Australian dollars.
- 1.2.5 A reference in this Lease to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- 1.2.6 A reference in this Lease to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced.
- 1.2.7 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Lease.
- 1.2.8 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- 1.2.9 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- 1.2.10 A word which denotes the singular also denotes the plural, a word which denotes the plural also denotes the singular, and a reference to any gender also denotes the other genders.
- 1.2.11 A reference to the word 'include' or 'including' is to be construed without limitation.
- 1.2.12 Any schedules and attachments form part of this Lease.

2 Grant of Lease

Lease of Leased Premises

- 2.1 In consideration of the Lessee agreeing to duly pay the Rent and other money payable under this Lease and to duly observe and perform the Lessee's Obligations, the Shire, subject to the Minister's consent (where relevant), leases the Leased Premises and grants the Lessee's Rights to the Lessee for the Term commencing on the Commencement Date subject to the reservation of the Shire's Rights under this Lease.

Lessee responsible as if owner

- 2.2 The Lessee is subject to the same responsibilities relating to persons and property during the Term as if the Lessee were the owner of the Leased Premises.

Lease of Leased Premises only

- 2.3 This Lease shall relate only to the Leased Premises and the Shire shall at all times be entitled to use, occupy and deal with the remainder of the Land and the Community Facility without reference to the Lessee.

3 Conditions Precedent

Local Government Condition

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

Land Administration Act

- 3.2 If the Land is subject to the provisions of *the Land Administration Act 1997 (WA)* then this Lease is subject to and expressly conditional on the Minister granting his or her consent to this Lease. A copy of the consent is attached as Annexure 1.

Best Endeavours

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

Costs

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

Refusal or granted subject to conditions

- 3.5 If any approval:
- 3.5.1 is refused; or
 - 3.5.2 granted subject to a condition that the Lessee in its reasonable opinion is unable to comply with, and the Lessee within 10 business days after being notified of the condition elects, by notice in writing to the Shire, to withdraw from this Lease;

then, this Lease, except this clause 3, ceases to have effect and no party has any claim against the other party.

4 Quiet enjoyment

- 4.1 If the Lessee pays the Rent and observes and performs the Lessee's Obligations, the Lessee shall quietly hold and enjoy the Leased Premises throughout the Term without any interruption by the Shire or any person claiming under the Shire, except to the extent that interruption, disturbance or interference arises because of the exercise of the Shire's Rights or is otherwise permitted by any provision of this Lease.

5 Rent and other payments

- 5.1 The Lessee must pay the annual Rent to the Shire on the Commencement Date and on each first day of July during the Term of this Lease without any deduction or set-off by way or direct payment to the Shire or as the Shire may direct.
- 5.2 The first payment of Rent must be paid to the Shire on the Commencement Date and will be calculated on a pro-rata basis so that the Lessee pays Rent for the period from the Commencement Date to the first 30 June during the Term of this Lease.
- 5.3 The Lessee must pay to the Shire or to such person as the Shire may from time to time direct punctually all the following outgoings or charges, assessed or incurred in respect of the Leased Premises:
- (i) local government rates (Community Groups receive 100% discount on rates as per Policy REC05 Community Leases and License Agreements of Shire Assets (Facilities, Buildings and Land)), specified area rates, taxes, service and other charges and including charges for rubbish and garbage removal;
 - (ii) water, drainage and sewerage rates, charges for disposal of stormwater, meter rent and excess water charges;
 - (iii) telephone, electricity, gas and other power and light charges including but not limited to meter rents and the cost of installation of any meter, wiring, internet connections or telephone connection;
 - (iv) land tax and metropolitan regional improvement tax on a single ownership basis;
 - (v) premiums, excess and other costs arising from any insurance obtained by the Shire. For the avoidance of doubt, the parties agree:
 - (i) that if such premium or cost does not include a separate assessment or identification of the Leased Premises or the Land, the Lessee must pay a proportionate part of such premium or cost determined by the Shire acting reasonably; and
 - (ii) such insurance will include insurance for the full replacement value of buildings; and
 - (vi) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Leased Premises.
- 5.4 If the Leased Premises are not separately charged or assessed the Lessee will pay to the Shire a proportionate part of any charges or assessments referred to in **clause 5.3** being the proportion that the Leased Premises bears to the total area of the land or premises included in the charge or assessment.

6 Rent Review

- 6.1 On a Review Date the Rent shall be reviewed in accordance with the provisions of clauses 6.2 to 6.5 (inclusive).

Rent Review

- 6.2 With effect from each Review Date, the Shire shall review the Rent so that it is an amount determined or calculated in accordance with the then current Shire of Ashburton adopted annual fees for leasing of Shire assets (facilities, buildings and land) and in line with Policy REC05 which have been passed by resolution of Council.
- 6.3 The Shire shall give the Lessee a notice setting the Rent in accordance with clause 6.2 however the failure of the Shire to give such a notice before the Review Date does not preclude the Shire from giving such a notice in respect of that Review Date at any later time.

Payment of Reviewed Rent

- 6.4 The Lessee will be liable to pay the reviewed annual Rent from the relevant Review Date whether or not the Shire has notified the Lessee of the amount to which the annual Rent has been varied.
- 6.5 If the Shire has not given notice of the reviewed annual Rent to the Lessee and the Lessee continues to pay Rent at the rate of the current annual Rent until the Shire notifies the Lessee of the reviewed annual Rent, the Lessee will not be in default for non-payment of Rent provided that when the Shire notifies the Lessee of the amount of the reviewed annual Rent, any necessary adjustment is made within 10 business days of service of the rent review notice.

7 Lessee's Covenants

Improvements and Additions

- 7.1 The Lessee must not erect, construct, build, install or bring any buildings or structures of a permanent nature on the Leased Premises or make any other alterations, additions or improvements on the Leased Premises except in accordance with clause 15 of this Lease.
- 7.2 Unless otherwise agreed in writing, every building and fitting, fixture or structure erected, fixed or placed upon the Leased Premises shall become the absolute property of the Shire and shall not be removed from the Leased Premises or moved to any other part of the Land except with the prior written consent of the Shire.

General Maintenance

- 7.3 The Lessee must:
- 7.3.1 maintain the Leased Premises in a good condition and state of repair, except in respect of:
- (i) fair wear and tear; and
 - (ii) damage which is or will be reinstated from the proceeds of insurance;
- 7.3.2 promptly repair any damage to the Leased Premises for which the Lessee is responsible to the satisfaction of the Shire;
- 7.3.3 keep the Leased Premises clean and free from rubbish;
- 7.3.4 not do or omit to do anything which might cause the Leased Premises to deteriorate or become impaired except for fair wear and tear, to be obstructed, or to be in a condition other than a good and sanitary condition;
- 7.3.5 not without the Shire's prior consent, install any electrical equipment on the Leased Premises which might overload the cables, switchboards or sub-boards through which electricity is connected to the Leased Premises;
- 7.3.6 not without the Shire's prior written consent interfere with the drainage or water supply facilities (if any) serving the Leased Premises or any equipment connected to such facility;
- 7.3.7 not without the Shire's prior consent, erect or place on or in the Leased Premises any radio or television aerial or antenna.

Breakages and damage

- 7.4 The Lessee must pay for the repair of all glass breakages and breakage or damage to all doors, windows, light fittings and power points of the Leased Premises.

Floor coverings

- 7.5 The Lessee must keep all floor coverings in the Leased Premises clean and replace all floor coverings worn or damaged other than by fair wear and tear with floor coverings of a similar quality when reasonably required to do so by the Shire.

Painting

- 7.6 The Lessee must paint and decorate those parts of the interior of the Leased Premises which have previously been painted and decorated when those parts reasonably require repainting and redecorating, to a specification as approved by the Shire.

Damage or loss

- 7.7 The Lessee must make good any damage or loss to the Land or Community Facility caused by improper careless or abnormal use by the Lessee or Authorised Persons, to the Shire's reasonable requirements.

Care of grounds

- 7.8 The Lessee must keep all roads, driveways and access ways (if any) on the Land free of rubbish and debris and ensure that they are not obstructed.
- 7.9 The Lessee must where included within the Leased Premises:
- 7.9.1 keep and maintain all roads, driveways, access ways and fences (if any) on the Leased Premises in good order and repair.
 - 7.9.2 keep any grounds, yards and surfaced areas in a tidy condition and maintain any garden and lawn areas in a tidy and cared for condition.
 - 7.9.3 keep and maintain the storm or waste water drainage system including downpipes and guttering clear and unobstructed.

Report to the Shire

- 7.10 The Lessee shall report promptly to the Shire in writing:
- 7.10.1 all damage or defects in the Leased Premises of which the Lessee is or ought to be aware; and
 - 7.10.2 any circumstances likely to be a danger or cause any damage or danger to the Leased Premises and the Lessee's fixtures or any person in or on the Leased Premises and the Lessee's fixtures of which the Lessee is aware.
- 7.11 The Lessee must also report all damage, defects or maintenance requests or suggestions to the Shire by submitting an electronic corrective action request via the Shire's website (<https://www.ashburton.wa.gov.au/the-shire/see-it-report-it/>).

Nuisance

- 7.12 The Lessee must take all reasonable precautions against the outbreak of fire on the Leased Premises and to make firebreaks upon the Leased Premises and at the locations and to the specifications required by the Shire and to permit the entry of the Shire its officers and servants or agents on to the Leased Premises for the purpose of abating any fire on or in the vicinity of the Leased Premises.
- 7.13 The Lessee shall not do or permit anything to be done on or in relation to the Land, which may be or may become a danger or a nuisance to the Shire or other persons authorised by the Shire to enter or use the Land or to the owner or occupier of any adjoining or nearby land.

Unlawful Activities

- 7.14 The Lessee must not do or carry on in the Leased Premises any activity which might be harmful, offensive or illegal, or cause a nuisance, damage or disturbance to the Shire or the Occupiers or the owners or occupiers of any nearby properties.

Rubbish

- 7.15 The Lessee must not:
- 7.15.1 place any rubbish on or in any part of the Leased Premises except in a suitable receptacle; or
 - 7.15.2 burn any rubbish in or on the Leased Premises.

Floor Overloading

- 7.16 The Lessee must not do any act or thing which might result in overloading any part of the floor of the Leased Premises.

Goods and Chemicals

- 7.17 The Lessee must not:
- 7.17.1 except for reasonable quantities for normal applications in connection with the Authorised Use of the Leased Premises, bring onto, store or use any chemical or inflammable substance in or on the Leased Premises; and
 - 7.17.2 store goods on or in the Leased Premises other than those necessary for the Authorised Use.
- 7.18 On request, the Lessee must supply the Shire with material safety data sheets for any chemicals or inflammable substance which the Lessee is permitted to bring onto, store or use in or on the Leased Premises under clause 7.17.1 of this Lease.

Signs, advertisements or notices

- 7.19 The Lessee must not display from or affix to the Leased Premises any signs, advertisements or notices visible from outside the Leased Premises without the prior consent of the Shire which the Shire may not unreasonably withhold in the case of a notice:
- 7.19.1 stating the Lessee's name; and
- 7.19.2 affixed in a place immediately adjacent to the Leased Premises.
- 7.20 If approved, planning and building approval must be sought from the local government planning authority (the planning authority will not be fettered by its role as Lessor);
- 7.21 Subject to Lessor and planning authority, the signage, advertisement or notice must be secured in a substantial and proper manner so as not to cause any damage to the Community Facility or any person and the Lessee must at the end or earlier termination of the Term remove the signage, advertisement or notice and make good any damage.

Inspection by the Shire

- 7.22 The Lessee must permit entry to inspect the Leased Premises by the Lessor at all reasonable times on the Lessor giving to the Lessee reasonable notice.

Security of Leased Premises

- 7.23 The Lessee must:
- 7.23.1 securely lock all doors, gates or other openings in, to or on the Leased Premises when the Leased Premises are unoccupied; and
- 7.23.2 if required by the Shire, install in and operate on the Leased Premises a security alarm system approved by the Shire.
- 7.24 The Shire may enter the Leased Premises at any time for any purpose in relation to security, but nothing in this clause makes the Shire responsible in any way for the security of the Leased Premises.

Keys to Leased Premises

- 7.25 The Lessee acknowledges that a maximum of 3 keys will be provided to the Lessee to obtain access to the Leased Premises. The Lessee must not reproduce any additional key without the Shire's written approval.
- 7.26 The Lessee must pay to the Shire on demand a bond of \$100 for each access key provided by the Shire.
- 7.27 If the keys are lost, stolen or damaged, the Lessee must pay the cost of replacement of keys and locks to the Leased Area and if the locks are changed, the Lessee must provide a copy of the new key to the Shire.

- 7.28 The Lessee must return to the Shire all keys to the Leased Premises at the end or earlier termination of this Lease.

Public Events

- 7.29 The Lessee must not hold any public event at the Leased Premises except with the prior written consent of the Shire and the Minister (where relevant).

Annual General Meeting

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

Toilets

- 7.31 The toilets, sinks and drains shall be used for their designed purposes only and the Lessee must keep them clear and unobstructed and ensure no substance is deposited into them which could damage or block them.
- 7.32 If toilets are comprised within the Leased Premises, the Lessee must ensure that the toilet facility is kept clean and appropriate toiletries and sanitary bins are provided and regularly emptied.

8 Use of the Leased Premises

Purpose

- 8.1 The Lessee must not:
- 8.1.1 use any part of the Leased Premises for any purpose other than the Authorised Use or for any purpose which the Leased Premises was not designed or designated; and
 - 8.1.2 use any utilities or services, item of Plant and Equipment, the Lessee's fixtures or the Shire's fixtures for a purpose for which they were not designed or designated.
- 8.2 For the avoidance of any doubt, no caretakers are permitted to live in or on the Leased Premises.

No warranty as to use

- 8.3 The Shire gives no warranty that the Leased Premises are now suitable or will remain suitable or adequate for use by the Lessee or that any use of the Leased Premises by the Lessee will comply with all Laws or other requirements of any Relevant Authority.

Licenses and Limitations

- 8.4 The Lessee accepts the Leased Premises for the Term with full knowledge of and subject to any existing Encumbrance, prohibition, condition or restriction on the use of the Leased Premises.
- 8.5 If the carrying on of the Authorised Use at the Leased Premises is permissible only with the consent, licence or authority under any Law, the Lessee shall obtain and maintain the currency of that consent, licence or authority and comply with that Law.
- 8.6 The Lessee shall not conduct any business in or from the Leased Premises at any time prohibited by any Law.

9 Lessee to pay for utilities and services

Utilities and services separately assessed

- 9.1 The Lessee must pay to the Shire within 30 days of issue of a tax invoice or, if demand is made by a service provider, the service provider all charges for water, gas, electricity, telephones and other utilities or services, including line charges and the cost of installation of any meter, wiring or other device necessitated by the use of a utility and service or rubbish collection charges which are separately charged or assessed in respect of the Leased Premises or the Lessee.

Utilities and services not separately assessed

- 9.2 Where any charges for water, gas, electricity, telephones and other utilities or services, including line charges and the cost of installation of any meter, wiring or other device necessitated by the use of a utility and service or rubbish collection charges are not separately charged or assessed in respect of the Leased Premises or the Lessee then, the Lessee must pay to the Shire within 30 days of issue of a tax invoice such fair proportion of those utilities and services as determined by the Shire (acting reasonably).

10 Comply with Laws

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

11 Risk

- 11.1 The Lessee agrees to occupy and use the Leased Premises at the Lessee's sole risk.

12 Insurance

Public Risk insurance

- 12.1 The Lessee must during the Term, effect and maintain adequate public risk insurance cover applicable to the Lessee's use of the Leased Premises for at least \$10,000,000 (being the amount which may be paid out arising from any single accident or event) or any increased amount that the Shire may from time to time require.
- 12.2 The Lessee must supply the Shire with a certificate of currency from the insurer on request.

Lessee's Obligation to effect other insurances

- 12.3 In addition to public risk insurance, the Shire may at any time require the Lessee by notice in writing to effect and maintain other policies of insurance relating to the Leased Premises and the Lessee's fixtures or contents or otherwise as reasonably required by the Shire from time to time, including policies of insurance for:
- 12.3.1 the full insurable value on a replacement or reinstatement basis of the Lessee's fixtures against fire, explosion, earthquake, aircraft, riot, civil commotion, flood, lightning, storm, tempest, smoke, rainwater, water leakage, impact by vehicles, machinery breakdown or malfunction, and malicious acts or omissions;
 - 12.3.2 employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Lessee employed in or about the Leased Premises;
 - 12.3.3 the full insurable value on a replacement or reinstatement basis of all plate glass windows and doors forming part of the Leased Premises; and
 - 12.3.4 any other matter or thing which the Shire reasonably requires by notice to the Lessee.
- 12.4 If the Shire has issued a written notice to the Lessee to effect other insurance under clause 12.3, the Lessee must:
- 12.4.1 supply to the Shire the current details of all insurance effected in accordance with this clause, including copies of certificates of insurance or policy documents and receipts for premiums as updated, amended or varied from time to time;
 - 12.4.2 not without the Shire's prior consent, alter the terms or conditions of any policy; and
 - 12.4.3 ensure that each policy of insurance includes a provision for cross liability and waiver of subrogation rights in favour of the Shire.

Lessee not to invalidate insurance

- 12.5 The Lessee must not by any act or omission cause or allow anything to be done which might result in any insurance policy effected under this Lease or in respect of the Leased Premises and the Lessee's fixtures becoming void or voidable or which might increase the premium on any policy.

13 Limit of Shire's liability

No warranties or representations

13.1 The Lessee acknowledges and agrees that:

13.1.1 all the Lessee's fixtures and other Lessee's property in or on the Leased Premises shall be at the sole risk of the Lessee during the Term and the Shire (and the Minister for Lands) shall not be liable for any claim, loss or damage that the Lessee may suffer as a result of:

- (i) any fault in the construction or state of repair of the Leased Premises, the Lessee's fixtures or the Shire's fixtures;
- (ii) any defect in any of the Plant and Equipment;
- (iii) any flow, overflow, leakage or breakdown of any water, air-conditioning, gas, power or other source of energy whether from the Leased Premises or otherwise;

13.1.2 the Lessee has not relied on any representation or warranty of the Shire (or the Minister for Lands) in entering into this Lease and, for this purpose, the Lessee acknowledges that:

- (i) the Lessee has relied on the Lessee's own skill and judgment and has made the Lessee's own enquiries in determining the suitability of the Leased Premises for the Authorised Use; and
- (ii) the Lessee's occupation of the Leased Premises is conclusive evidence of the Lessee's acceptance of the Leased Premises as being in good order, repair and condition at the Commencement Date.

Shire and Minister for Lands Not Liable

13.2 The Shire and the Minister for Lands are not liable to the Lessee and the Lessee will not make a claim against the Shire or the Minister for Lands in respect of any liability resulting from any accident, death, injury, damage to any property (including water damage), equipment, or machinery malfunction, interruption of services, theft or other event of a similar nature in or affecting or the Leased Premises.

Lessee acts at own risk

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

14 Indemnity and release

General indemnity

- 14.1 The Lessee indemnifies, and shall keep indemnified the Shire and the Minister against all actions, losses, claims, damages, proceedings, suits, demands, costs and expenses for which the Shire or the Minister become liable in respect of loss or damage to property or death or injury of any nature and however or wherever sustained:
- 14.1.1 which are caused or contributed to by the use or occupancy of the Leased Premises by the Lessee or Authorised Persons;
 - 14.1.2 resulting from an act or omission of the Lessee; or
 - 14.1.3 resulting from a notice, claim or demand against the Lessee to do or refrain from doing anything except to the extent that the Shire is obliged by this Lease to pay for or contribute to the cost of compliance with the notice, claim or demand and fails to do so.

Nature of indemnity

- 14.2 The obligation of the Lessee to indemnify the Shire and the Minister under this Lease or at law is not affected by the obligation of the Lessee to effect insurance and all indemnities shall survive the termination of this Lease.

15 Alterations by the Lessee

- 15.1 The Lessee must obtain the Shire's prior written approval (as distinct from any consent that the Lessee may require from the Shire as Relevant Authority) if the Lessee wishes to carry out any work not provided for in any plans previously approved by the Shire.
- 15.2 The Shire may in its absolute discretion decline consent, or may require a variation of this Lease or require a new Lease be entered into at the cost of the Lessee to record any such alteration.
- 15.3 For the avoidance of any doubt, the Lessee must obtain and comply with all necessary consents and will be responsible for all costs in carrying out any approved alterations and must comply with the Shire's reasonable directions in carrying out any work.

16 Assignment

No assignment without consent

- 16.1 The Lessee must not transfer or assign, mortgage, or charge the leasehold estate in the Leased Premises or sub-Lease its rights under this Lease or part with possession or dispose of the Leased Premises or any part of the Leased Premises except with the prior written consent of the Shire and the Minister (where relevant), which may be withheld at the absolute discretion of the Shire and the Minister.

Property Law Act excluded

16.2 Sections 80 and 82 of the *Property Law Act 1969* (WA) are excluded.

Changes in beneficial ownership of shares

16.3 If the Lessee is a company whose shares are not listed on any Stock Exchange in Australia, a change in the beneficial ownership of more than fifty per cent (50%) of the shares or the redemption, cancellation or issue of shares in that company or any holding company of that company will be deemed to be an assignment of the Lessee's leasehold estate.

Directors or shareholders may be required to provide guarantee

16.4 If the proposed assignee or subLessee is a company, the directors or substantial shareholders of the company at the option of the Shire must guarantee to the Shire the observance and performance of all of the Lessee's Obligations including payment of the Amounts Payable under this Lease.

Covenants of assignee supplementary

16.5 The covenants and agreements on the part of any assignee will be supplementary to the Lessee's Obligations and will not in any way relieve or be deemed to relieve the Lessee from the Lessee's Obligations.

Compliance with Acts

16.6 The Shire and the Lessee acknowledge that if in granting its consent to any assignment or sublease the Shire has to first comply with or satisfy any obligations or requirements under any Written Law, including section 3.58 of the *Local Government Act 1995* (WA), then the Shire's consent is made expressly conditional upon and subject to satisfaction of the obligations or requirements under any Written Law.

16.7 If the Land is subject to the provisions of the *Land Administration Act 1997* (WA) then, in addition to the consent of the Shire under clause 16.1, the consent of the Minister must be obtained for any assignment, subletting, mortgage or charge of the leasehold estate in the Leased Premises.

17 Costs**Costs**

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

- 17.1.1 the preparation, execution, negotiation, and stamping of this Lease;
- 17.1.2 the exercise or enforcement by the Shire of any right under this Lease;
- 17.1.3 any act or omission by the Lessee causing cost or expense to the Shire;

- 17.1.4 obtaining or giving any consent or approval under this Lease, or a variation or surrender of this Lease.

Duty and other costs

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

Interest on other moneys

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

18 GST

- 18.1 The Rent and other moneys payable under this Lease have been calculated without regard to GST, and the Shire and the Lessee agree that the Shire shall be entitled to charge an additional amount if the Shire becomes subject to GST as a result of the grant of this Lease or any supply to the Lessee under or in connection with this Lease, and the following provisions shall apply.
- 18.2 The Lessee must do everything reasonably requested by the Shire to ensure this Lease is treated as taxable for the purposes of the GST, the Lessee must pay the GST to the Shire at the same time as the payment to which the GST relates, and the Rent and other amounts payable under this Lease are exclusive of GST.
- 18.3 The Lessee must pay to the Shire on demand any GST charged on goods and services acquired or payable or paid by the Shire in connection with this Lease or the Leased Premises, including but not limited to any GST payable in connection with or in respect of the provision of any utilities and services and the Rent;
- 18.4 Words used in this clause which have a defined meaning in the GST Law have the same meanings as in the GST Law unless the context indicates otherwise.

19 Shire's covenants

Shire's responsibility for repairs and maintenance

- 19.1 The Shire must keep and maintain the building, all building services and the Shire's improvements on the Land in good order and condition but the Shire shall not be liable or responsible for any:
- 19.1.1 repair or maintenance of any alterations carried out by the Licensee in accordance with clause 15;
- 19.1.2 repair or maintenance which the Lessee is responsible for under the terms of this Lease; or

19.1.3 repair or maintenance that is not reasonably necessary for the Lessee's use of the Leased Premises as determined by the Shire (acting reasonably).

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

Shire's Right of Access

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

19.3.1 carrying out any repairs or maintenance to the building or building services on the Land that is not the Lessee's responsibility under the terms of this Lease;

19.3.2 construct new structures on the Leased Premises;

19.3.3 alter, add to, extend, reduce the size of, or otherwise modify, existing structures on the Leased Premises;

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

Shire's right to remedy default

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

Shire's right to deal with Land

19.5 The Shire may grant easements of support or any other easements or similar rights over any part of the Land or the Leased Premises or dedicate, transfer or otherwise deal with any part of the Land or the Leased Premises in favour of another person for any reason whatsoever except that the Shire shall not without the Lessee's prior consent do anything which will substantially and permanently derogate from the quiet enjoyment of the Lessee's Rights by the Lessee.

No undue interference

19.6 In exercising the Shire's rights in clause 19.3 to clause 19.5 (inclusive), the Shire must use its reasonable endeavours not to cause any undue interference with the Authorised Use but in no event will the Shire be responsible for any compensation or liable for any loss suffered by the Lessee.

20 Redevelopment

- 20.1 If the Shire wishes to redevelop the Leased Premises or the Community Facility and such redevelopment is likely to involve the destruction of any part of the Leased Premises or to interfere with access to or use of the Leased Premises then:
- 20.1.1 the Shire may terminate this Lease by giving the Lessee not less than 6 months' notice at any time;
 - 20.1.2 on the expiration of such notice this Lease will cease and determine without affecting the rights of the Shire in respect of any previous breach by the Lessee of the Lessee's Obligations;
 - 20.1.3 the Lessee must on the expiration of such notice vacate and yield up the Leased Premises in accordance with the Lessee's Obligations;
 - 20.1.4 the Shire shall not be responsible for any compensation, or liable for any loss or damage suffered by the Lessee as a result of the termination.

21 Events of Default

- 21.1 An Event of Default occurs:
- 21.1.1 if the Rent and/or the Amounts Payable are at any time unpaid for 30 days after becoming due whether formally demanded or not;
 - 21.1.2 if the Lessee fails to comply with any of its other obligations under this Lease and that failure is not, in the reasonable opinion of the Shire, remediable;
 - 21.1.3 if the failure described in clause 21.1.2 is remediable, and the Lessee does not remedy the failure within 30 days, or a longer period reasonably determined by the Shire after receipt by the Lessee of a notice from the Shire specifying the failure;
 - 21.1.4 in the event of insolvency, receivership, bankruptcy or liquidation of the Lessee;
 - 21.1.5 if the Lessee makes or enters into or endeavour to make or enter into any composition assignment or other arrangement with or for the benefit of the Lessee's creditors.

22 Shire's powers on default

Shire's right of possession

- 22.1 On the occurrence of an Event of Default, the Shire may without giving any further notice or demand enter the Leased Premises and re-take possession, and on re-entry, the Term will immediately determine.

No re-entry on certain events

- 22.2 None of the following events constitutes a re-entry or forfeiture or waiver of the Shire's rights to recover in full all Amounts Payable by the Lessee under the Lease:
- 22.2.1 acceptance of the keys or other access devices for the Leased Premises;
 - 22.2.2 entry to the Leased Premises by the Shire for the purpose of inspection or for the purpose of showing the Leased Premises to prospective Lessees or to remedy an Event of Default; or
 - 22.2.3 advertising the Leased Premises for re-letting.

No prejudice of Shire's rights

- 22.3 Any re-possession or attempted re-possession of the Leased Premises by the Shire or any demand for or acceptance of any of the, or Amounts Payable under this Lease will not:
- 22.3.1 prejudice or affect the Shire's rights under this Lease;
 - 22.3.2 release the Lessee from performing the Lessee's Obligations; or
 - 22.3.3 be deemed an election by the Shire as to the exercise of the Shire's rights under this Lease or at law.

Exercise of rights by Shire

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

23 Essential terms**Breach of Essential Terms**

- 23.1 If the Lessee's conduct constitutes a breach of an essential term of this Lease and the Shire elects to treat that breach as repudiation or the conduct otherwise constitutes repudiation of this Lease, the Lessee shall compensate the Shire for all loss or damage suffered by reason of or arising from the repudiation.
- 23.2 Clauses 5 ("Rent and other payments"), 6 ("Rent Review"), 8 ("Use of Leased Premises"), 7.3 ("Covenant to Repair and Maintain"), 12 ("Insurance"), 16 ("Assignment") of this Lease are deemed to be essential terms. This is not an exhaustive list of the essential terms of this Lease.

Damage for Breach of Essential Terms

- 23.3 Any loss or damage for the unexpired residue of the Term suffered by the Shire as a result of the Lessee's breach of an essential term may be recovered as damages at any time.

Shire's Entitlement to Damages

- 23.4 The Shire's entitlement to recover damages from the Lessee or any other person will not be limited or affected by any of the following:
- 23.4.1 if the Lessee abandons or vacates the Leased Premises;
 - 23.4.2 if the Shire elects to re-enter the Leased Premises or terminate this Lease;
 - 23.4.3 if the Shire accepts the Lessee's repudiation; or
 - 23.4.4 if the Parties' conduct (or that of any of their servants or agents) constitutes or may constitute a surrender by operation of law.

Calculation of Damages

- 23.5 Following repudiation by the Lessee if the Shire terminates this Lease then, without prejudice to any other right or remedy, the Shire may recover the difference between the aggregate of the Rent, the reasonable estimate of the outgoings and other Amounts Payable by the Lessee for the unexpired residue of the Term less any amount the Shire obtains by re-letting the Leased Premises.

24 Termination

Yield up Leased Premises

- 24.1 At the end or earlier termination of this Lease, the Lessee must surrender and yield up the Leased Premises to the Shire in a condition consistent with the compliance of the Lessee's Obligations during the Term and deliver to the Shire all keys, access cards and other security devices for the Leased Premises.

Removal of Lessee's fixtures, fittings and chattels

- 24.2 At the end or earlier termination of this Lease, the Lessee must remove all the Lessee's chattels and, if required by the Shire, any fixture, fitting or structure erected by the Lessee during the Term, and make good at the Lessee's cost any resulting damage and if not removed within 5 business days or a longer period as reasonably determined by the Shire after the date of termination, ownership of those chattels, fixtures, fittings and structures may at the Shire's election pass to the Shire or the Shire may in a proper and workmanlike manner remove them from the Leased Premises and either store them or forward them to a refuse collection centre.
- 24.3 The cost of making good the resulting damage and the cost of removal, storage and disposal shall be recoverable from the Lessee as a debt due on demand and the Shire shall not be responsible for any compensation or liable for any loss suffered by the Lessee.

Survival

- 24.4 The covenants contained in this Lease which expressly or impliedly survive termination shall remain in full force and effect after the termination of this Lease

without limit in time and shall not be or be deemed to be waived, merged or extinguished upon such termination.

25 Disputes

Mediation

- 25.1 If a dispute arises in relation to this Lease, either Party may give the other a notice requiring that an attempt be made to resolve the dispute with the help of a mediator to be appointed jointly by the Parties.
- 25.2 If the Parties do not agree on a mediator within 7 days after the notice is given, either Party is entitled to ask the Australian Commercial Disputes Centre (**ACDC**) or such other body that has similar powers at the time of the dispute to appoint the mediator.
- 25.3 The mediation is to be conducted in accordance with the procedure set out in the ACDC Commercial Mediation Agreement or, if at the relevant time there is no such agreement or an agreement substituted for it, in accordance with the procedure determined by the mediator in consultation with the Parties. Each of the Parties must co-operate fully with the mediator.
- 25.4 The Parties must each pay an equal share of the fees and expenses to which the mediator is entitled.

Arbitration

- 25.5 If the dispute has not been resolved by mediation under clause 25.3 within 2 months of a party requiring mediation, either Party may give the other Party a notice requiring that a dispute be resolved by arbitration under the *Commercial Arbitration Act 2012* (WA) by an arbitrator appointed jointly by the Parties.
- 25.6 If the Parties do not agree on an arbitrator within 7 days after the notice of arbitration is given, either Party is entitled to ask the ACDC or such other body that has similar powers at the time of the dispute to appoint the arbitrator.
- 25.7 The arbitration must be conducted in accordance with the *Commercial Arbitration Act 2012* (WA). Each of the Parties must co-operate fully with the arbitrator.
- 25.8 Either Party is entitled to appeal to the Court of competent jurisdiction on any question of law arising out of an award.

Right to seek injunctions

- 25.9 For the avoidance of any doubt, nothing in this clause 25 shall be construed as limiting the rights of either Party to seek urgent injunctive orders from a Court of competent jurisdiction to restrain the other Party from an ongoing or repetitive breach of this Lease where an order for damages would not be an adequate remedy.

26 Option to renew for Further Term

26.1 If:

26.1.1 the Shire has granted the Lessee an option to renew this Lease for a Further Term;

26.1.2 no earlier than 6 months and no later than 3 months before the end of this Lease the Lessee gives notice to the Shire to exercise its right to the Further Term; and

26.1.3 the Shire is satisfied that:

(i) there is no Rent or Amounts Payable under this Lease which is due but unpaid;

(ii) there is no unremedied breach of the Lessee's Obligations and covenants; and

(iii) there have been no breaches of any of the essential terms in this Lease during the Term,

then, the Shire must grant to the Lessee a new lease of the Leased Premises for the Further Term from the Renewal Date at the Rent as varied pursuant to this Lease and otherwise on the same terms and conditions of this Lease except that the Term of this Lease plus all further terms shall expire on or before the Final Expiry Date.

27 Damage to or destruction of Leased Premises

Abatement

27.1 If the Leased Premises are damaged or destroyed so as to render any part of the Leased Premises wholly or substantially:

27.1.1 unfit for occupation and use by the Lessee; or

27.1.2 inaccessible having regard to the nature and location of the Leased Premises and the normal means of access to them;

then, from the date that the Lessee notifies the Lessor of the damage or destruction ("**Damage Notice**"):

27.1.3 the Rent;

27.1.4 any Amounts Payable by the Lessee under this Lease; and

27.1.5 the covenant to repair and maintain;

will subject to clauses 27.2 and 27.3, according to the nature and extent of the damage or destruction sustained, and the extent to which such destruction interferes with the continued operation of the Lessee's business, abate in whole or in part as

agreed by the Lessor and the Lessee or in the absence of agreement as determined pursuant to clause 27.3.

27.2 If clause 27.1 applies, then subject to clause 27.3 the remedies for:

27.2.1 recovery of the Rent and any other Amounts Payable or a proportionate part falling due after the damage or destruction; or

27.2.2 enforcement of the covenant to repair and maintain;

will be suspended (or partially suspended as the circumstances require) from the date of the Damage Notice until the Leased Premises are:

27.2.3 restored;

27.2.4 made fit for the Lessee's occupation and use; and

27.2.5 made accessible.

27.3 If the parties cannot agree on the proportion of the abatement pursuant to clause 27.1 or the date upon which the abatement should cease pursuant to clause 27.2:

27.3.1 that proportion of the abatement and / or the date upon which the abatement should cease shall be determined by a Valuer appointed by the president of the Australian Property Institute (WA Division);

27.3.2 the costs of a Valuer appointed under clause 27.3.1 shall be borne equally by the Lessee and the Lessee; and

27.3.3 until any dispute over the proportion of the abatement or the date upon which the abatement should cease has been determined the Lessee will continue to pay all money due pursuant to this Lease less any abatement that the Lessee accepts should be applied.

Either party may terminate

27.4 If clause 27.1 applies, either party may terminate this Lease by notice to the other unless the Lessee:

27.4.1 within ninety (90) calendar days of receiving the Damage Notice, gives the Lessee a Reinstatement Notice; and

27.4.2 diligently proceeds within a reasonable time to carry out the Reinstatement Works.

Lessee may terminate

27.5 If the Lessor gives a Reinstatement Notice to the Lessee and fails to commence the Reinstatement Works within a reasonable time, the Lessee may terminate this Lease by giving not less than thirty (30) days' notice to the Lessor and, at the expiration of that period, this Lease will terminate.

Exceptions

- 27.6 Clauses 27.1 to 27.5 (inclusive) will not apply where:
- 27.6.1 the damage or destruction was caused or contributed to, or arises from any wilful act of the Lessee or an Authorised Person; or
 - 27.6.2 an insurer under any policy effected by the Lessee under this Lease refuses indemnity or reduces the sum payable under the policy because of any act, omission or default of the Lessee or an Authorised Person.

Lessee to terminate

- 27.7 If the Lessee considers the damage to the Leased Premises renders it impractical or undesirable to carry out the Reinstatement Works, the Lessee may terminate this Lease by giving not less than 30 days' notice to the Lessor and, at the expiration of that notice, this Lease will terminate.

Antecedent breaches

- 27.8 No liability will attach to either party because of termination of this Lease under this clause 27 but that termination will be without prejudice to the rights of either party for any antecedent breach or non-observance of any provision on this Lease.

Dispute Resolution

- 27.9 Each Valuer appointed under clause 27.3 shall:
- 27.9.1 act as an expert and not as an arbitrator; and
 - 27.9.2 provide his or her determination and the reasons for his or her determination of the extent of an abatement and the period of abatement, in writing within 10 business days of his or her appointment.
- 27.10 Upon determination of the extent of an abatement and the period of abatement being finally determined then on the date upon which the immediately subsequent instalment of Rent is due and payable under this Lease:
- 27.10.1 the Lessee shall pay the Lessee; or
 - 27.10.2 the Lessee shall refund to the Lessee,
- as the case requires, the difference between what the Lessee has actually paid pursuant to this Lease from the date of service of the Damage Notice and what the Lessee is determined to have actually been liable to pay after the abatement.

Lessee not obliged to reinstate

- 27.11 Nothing in this Lease obliges the Lessee to reinstate the Leased Premises or the means of access to them.

Proceeds of insurance

- 27.12 If the Leased Premises are damaged or destroyed and this Lease is terminated under this clause 27, the Lessee will have no interest in the insurance proceeds.

28 Resumption of Leased Premises

- 28.1 If the Land or any part of the Leased Premises is resumed by any Relevant Authority so as to render the Leased Premises inaccessible or substantially unfit for the occupation of the Lessee, this Lease may be terminated without compensation or other liability by either the Shire or the Lessee by 30 days' notice to the other Party but without affecting the rights of either Party against the other in respect of any previous breaches of the provisions of this Lease.

29 Holding Over

- 29.1 If the Lessee continues to use the Leased Premises after the expiry of the Term with the consent of the Shire the Lessee will be a monthly Lessee of the Shire on the following basis:
- 29.1.1 the Lessee must pay to the Shire the same rent as the then Rent payable by the Lessee immediately prior to expiry of the Term;
 - 29.1.2 the Rent will continue to be reviewed on each Review Date in the same manner as set out in clause 6 of this Lease;
 - 29.1.3 Lessee's right to remain in possession of the Leased Premises is subject to the continued performance of the Lessee's Obligations; and
 - 29.1.4 the monthly tenancy created by this clause may be terminated by either Party giving 1 months' notice of termination to the other Party at any time.

30 Notices

Giving notices

- 30.1 Any notice or communication given to a Party under this Lease is only given if it is in writing and sent in one of the following ways:
- 30.1.1 Delivered or posted to that Party at its address and marked for the attention of the relevant department or officer (if any) set out below.
 - 30.1.2 Emailed to that Party at its email address and marked for the attention of the relevant department or officer (if any) set out below.

The Shire

Name: Shire of Ashburton
 Address: Lot 246, Poinciana Street
 Tom Price, WA 6751
 Email: soa@ashburton.wa.gov.au
 Attention: Chief Executive Officer

The Lessee

Name: Tigers Football Club Tom Price Inc
 Address: PO Box 254, Tom Price, WA 6751
 Email: tigersFC@hotmail.com
 Attention: President

Change of address or email address

30.2 If a Party gives the other Party 3 business days' notice of a change of its address or email address, any notice or communication is only given by that other Party if it is delivered, posted or emailed to the latest address or email address.

Time notice is given

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

30.3.1 If it is delivered, when it is left at the relevant address.

30.3.2 If it is sent by post, 2 business days after it is posted.

30.3.3 If it is sent by email, as soon as the sender receives a report of a read receipt or email reply.

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

Copies of notices etc

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

31 Caveats and registration of Lease**Registration**

31.1 The Lessee may register this Lease (with the written consent of the Lessor and the Minister for Lands) but must not lodge an absolute caveat over the Leased Premises to protect the interest of the Lessee under this Lease and the Lessee must surrender

any registered lease and withdraw any caveat lodged by or on behalf of the Lessee over the Leased Premises on the termination of this Lease.

31.2 In consideration of the Shire leasing the Leased Premises to the Lessee, the Lessee irrevocably appoints the Shire and every officer of the Shire as defined by the *Corporations Act 2001* (Cth) to be the Lessee's attorney, in the name and on behalf of the Lessee, and as the act and deed of the Lessee to sign and lodge at Landgate, Perth, a surrender of lease and a withdrawal of any caveat lodged by or on behalf of the Lessee and not surrendered or withdrawn on the termination of the Lease, and the Lessee:

31.2.1 undertakes to ratify all that the attorney does or causes to be done under or by virtue of this clause; and

31.2.2 indemnifies the Shire in respect of any loss arising from any act done under or by virtue of this clause, and the Shire's costs and expenses of and incidental to the surrendering of this Lease and withdrawing of any caveat lodged by or on behalf of the Lessee affecting the Leased Premises.

Lessee must withdraw Caveat and any registered Encumbrances

31.3 The Lessee on or before the end or earlier termination of this Lease must:

31.3.1 withdraw any caveat lodged by the Lessee over the Leased Premises;

31.3.2 discharge any mortgage or other registered Encumbrance relating to any liability of the Lessee registered over the Leased Premises;

31.3.3 surrender any registered lease over the Leased Premises;

31.3.4 execute a withdrawal of caveat in a form approved or any other document that may be required to remove any Encumbrance on the certificate of title for the Leased Premises, and to execute a deed or surrender of lease in the form approved or any other document that may be required in order to remove any lease or notification of it as an encumbrance on the Certificate of Title for the Leased Premises; and

31.3.5 if requested by the Shire, do all things necessary to assist in the cancellation of any qualified title for the Leased Premises.

31.4 The Lessee indemnifies, and shall keep indemnified, the Shire against all loss or damage suffered by the Shire as a result of the Lessee's failure to comply with section 31.2.1 on or before termination of this Lease.

32 Special Conditions

32.1 The Parties acknowledge and agree that the Special Conditions form part of this Lease.

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

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

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

34 Miscellaneous

Approvals and consents

- 34.1 Unless this Lease expressly provides otherwise, a Party may give or withhold an approval or consent in that Party's absolute discretion and subject to any conditions determined by the Party. A Party is not obliged to give its reasons for giving or withholding a consent or approval or for giving a consent or approval subject to conditions.
- 34.2 Where this Lease refers to a matter being to the 'satisfaction' of a Party, this means to the satisfaction of that Party in its absolute discretion.

Entire agreement

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

Further acts

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

Governing law and jurisdiction

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

Joint and individual liability and benefits

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

Severability

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

Counterparts

34.8 This Lease may be executed in any number of counterparts each of which is an original and all of which constitute one and the same instrument.

Variation

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

Waivers

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

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

Execution and date

Executed as deed.

Date:

THE COMMON SEAL of)
The Shire of Ashburton)
was hereunto affixed by resolution of the)
Council in the presence of:)

Signature of Acting Chief Executive Officer

Signature of Shire President

EXECUTED by **TIGERS FOOTBALL CLUB TOM PRICE INC.** (Incorporation Number A1030482J) pursuant to the *Associations Incorporation Act 2015*:

President Signature

President Name

Vice President/Secretary Signature

Vice President/Secretary Name

Schedule 1 - Items

<u>Item 1</u>	<u>Community Facility</u>
	Storeroom 3 for Tigers Football Club Tom Price Inc. sited on the Ground Floor, underneath the stadium in the Clem Thompson Memorial Sports Pavilion, 348 Willow Road, Tom Price.
<u>Item 2</u>	<u>Land</u>
	Portion of Reserve 39857 comprised Lot 348 Deposited Plan 29716 and being the land in Certificate of Title Volume LR3125 Folio 497.
<u>Item 3</u>	<u>Leased Premises</u>
	That part of the Land having an area of approximately 7.39 square metres as depicted and hachured red on the plan attached to this Lease as Annexure 2.
<u>Item 4</u>	<u>Rent</u>
	The Rent is \$100 per annum plus GST.
<u>Item 5</u>	<u>Review Date</u>
	On each date that the adopted fees for leasing of Shire assets (facilities, buildings and land) in Policy REC05 is reviewed during the Term of this Lease and any holding over period.
<u>Item 6</u>	<u>Commencement Date</u>
	1 April 2020
<u>Item 7</u>	<u>Term</u>
	5 years
<u>Item 8</u>	<u>End Date</u>
	31 March 2025
<u>Item 9</u>	<u>Authorised Use</u>
	Storage of sporting equipment
<u>Item 10</u>	<u>Renewal Date</u>
	1 April 2025
<u>Item 11</u>	<u>Further Term</u>
	5 years

Item 12

Final Expiry Date

31 March 2030

Schedule 2 – Special Conditions

Special Conditions are set out below

A Utilities and Services

The Lessee must pay the cost of the utilities and services as set out in the table below. For the avoidance of any doubt, if there are any inconsistencies between clause 5 of this Lease and the table set out below, the Parties agree that the table will prevail.

Utility or Service	Amount payable by Lessee
Local Government Rates - 100% discount as per Policy REC05	0%
Water Rates	0%
Land Tax	0%
DFES Levy	0%
Water	0%
Gas	0%
Electricity	0%
Telephones, including line charges	0%
Cost of installation of any meter, wiring or other device necessitated by the use of a utility and service	0%
Cost of rubbish collection including emptying wheelie bins and 1100 bins	0%
Cost of annual food surveillance fee (if applicable)	N/A

B Other special conditions

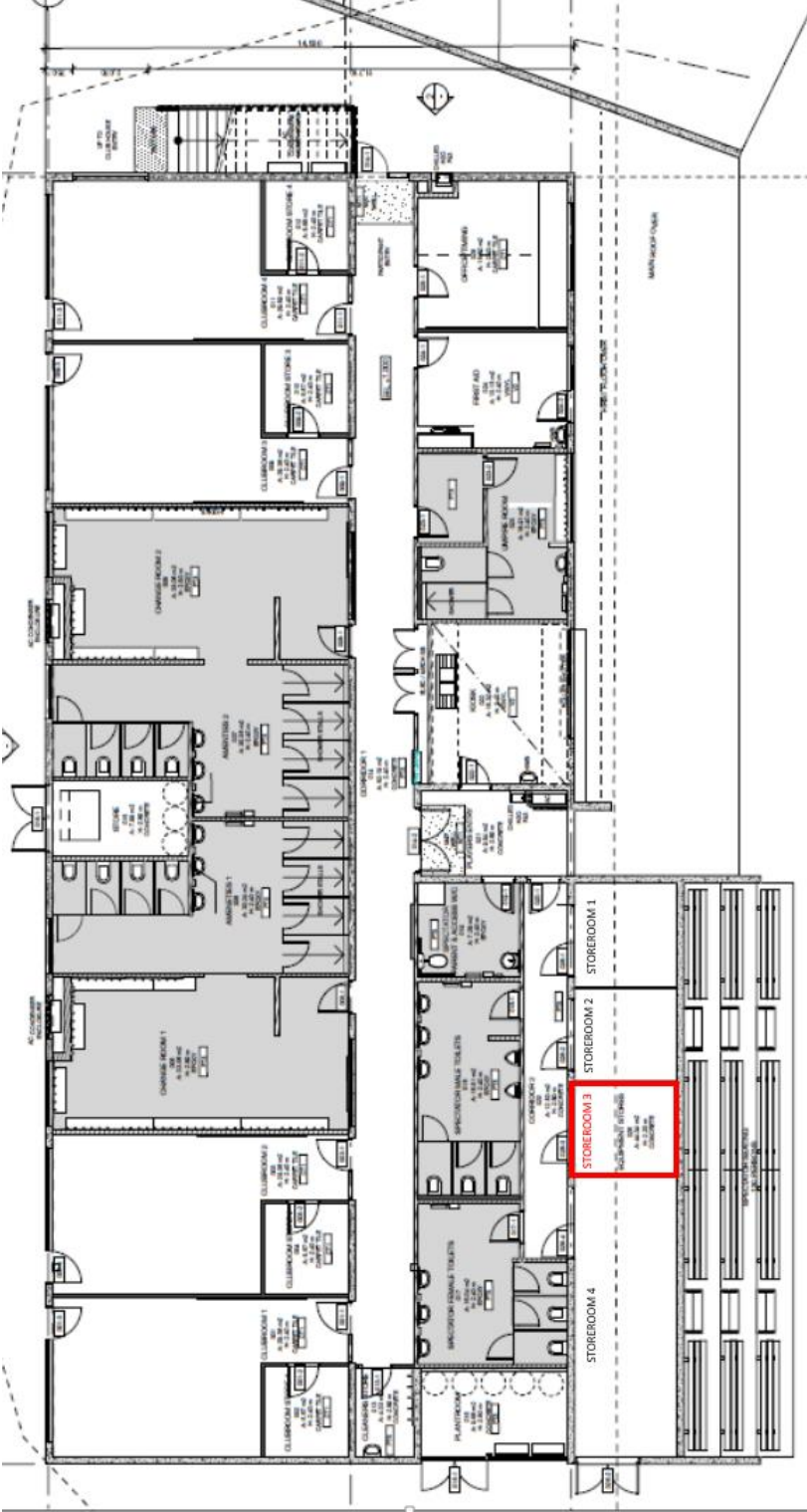
- a. For the purpose of B Other Special Conditions, **Leased Premises** means those parts of the Land, Community Facility and Licenced Area of Schedule 1 – Items of the Lease which is necessary for the enjoyment and use of the Leased Premises as depicted in Annexe 2 - Plan of Leased Premises
- b. The Lessee has the right to use the Leased Premises at the Community Facility and is responsible for:

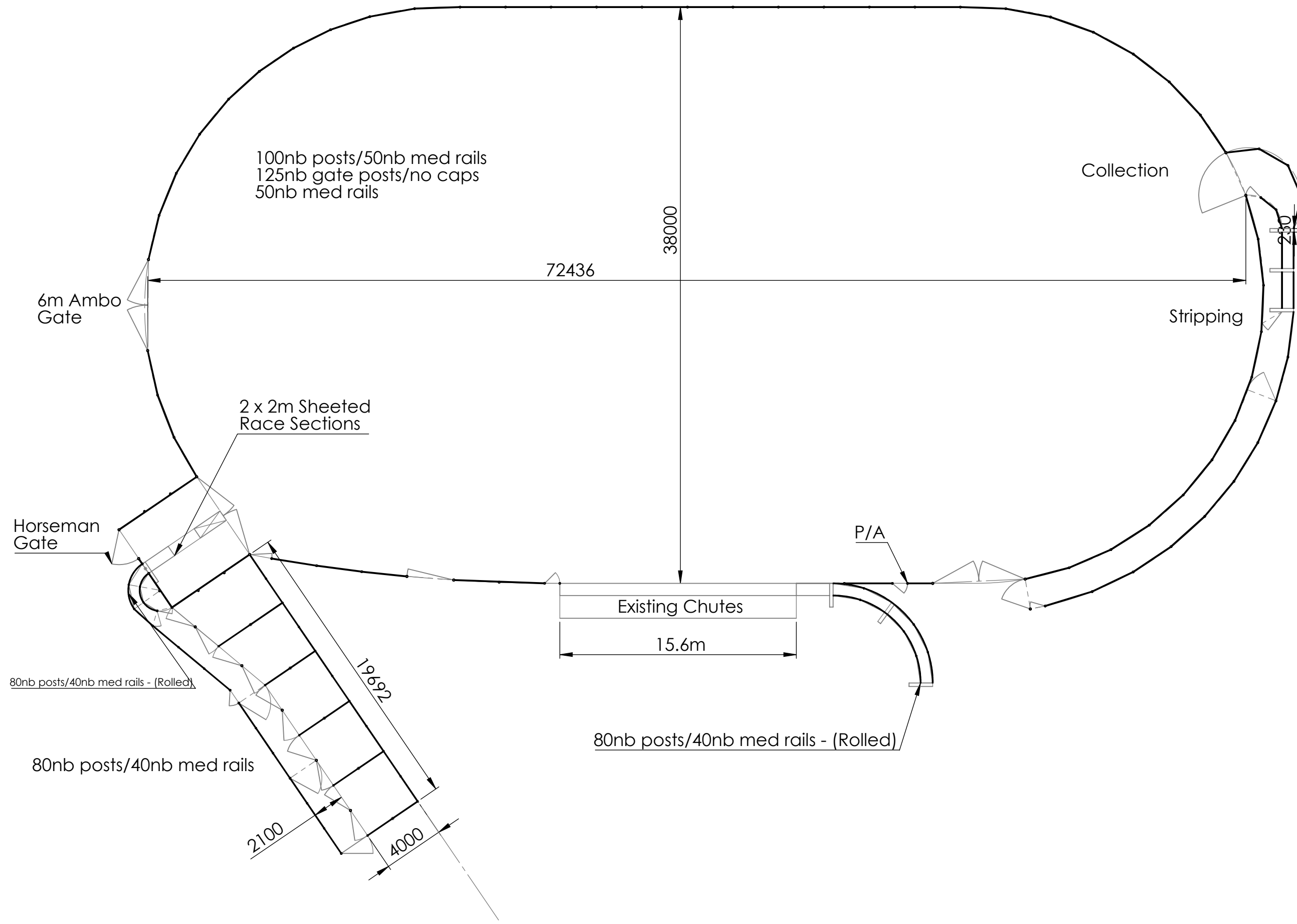
- i. Any damage caused to the Leased Premises by the Tenant or anyone under the Tenant's control.
 - ii. Cleaning in the event that usage of the area has left the area in an unclean and untidy state.
- c. The Leased Premises is to be kept clean and tidy at all times including dusting, cobweb removal, vacuuming and tidying of equipment;
- d. Any damage to or removal of furniture or fittings that belong to the Shire of Ashburton will be charged back to the Lessee at replacement value;
- e. Alcohol must not be stored or consumed on the Leased Premises. Alcohol consumption must be in accordance with Shire of Ashburton Policy REC01 – Consumption of Alcohol – Public Facilities and the *Liquor Control Act 1968*. An application must be made to the Shire by submission of "SOA CD 002 Application to Consume Alcohol on Council Property" at least 14 days prior to the event. If alcohol is being sold the Shire must be provided with a copy of the liquor licence as approved by the Department of Racing, Gaming and Liquor prior to the license period commencing;
- f. BBQs stored in the Leased Premises must be cleaned prior to storage with an appropriate drip tray to prevent any oil dripping onto the floor
- g. Gas bottles must not be stored in the Leased Premises;
- h. Rubbish in excess of the bins provided at the Clem Thompson Memorial Sports Pavilion must be disposed of at the Tom Price Waste Site at the expense of the Lessee and in accordance with the Shire's Fees and Charges Schedule;
- i. Three electronic swipe card keys will be provided for the Leased Premises. A bond of \$100 per key will be required;
- j. Electrical equipment must be kept in good working condition and undergo annual testing and tagging. Non-complying equipment is to be withdrawn from service immediately;
- k. The Lessee must at all times be able to provide evidence to the Shire of Ashburton that it is abiding by its constitution. A copy of the constitution must be provided to the Licensor upon commencement and when any changes are registered with the Department of Commerce. No person shall be denied membership unless:
 - i. They have been expelled or suspended for a breach of the rules of membership and this expulsion or suspension can be justified to the Shire of Ashburton; or
 - ii. They remain un-financial for a period of time deemed unsatisfactory by the Lessee.

Annexure 1 – Consent of the Minister of Lands

Annexure 2 – Plan of Leased Premises

Plan of Leased Premises





3907 GREAT NORTHERN HIGHWAY
MUCHEA WESTERN AUSTRALIA 6501
P 08 9571 4026
M 0409 773 486
W dsyengineering.com.au
E info@dsyengineering.com.au

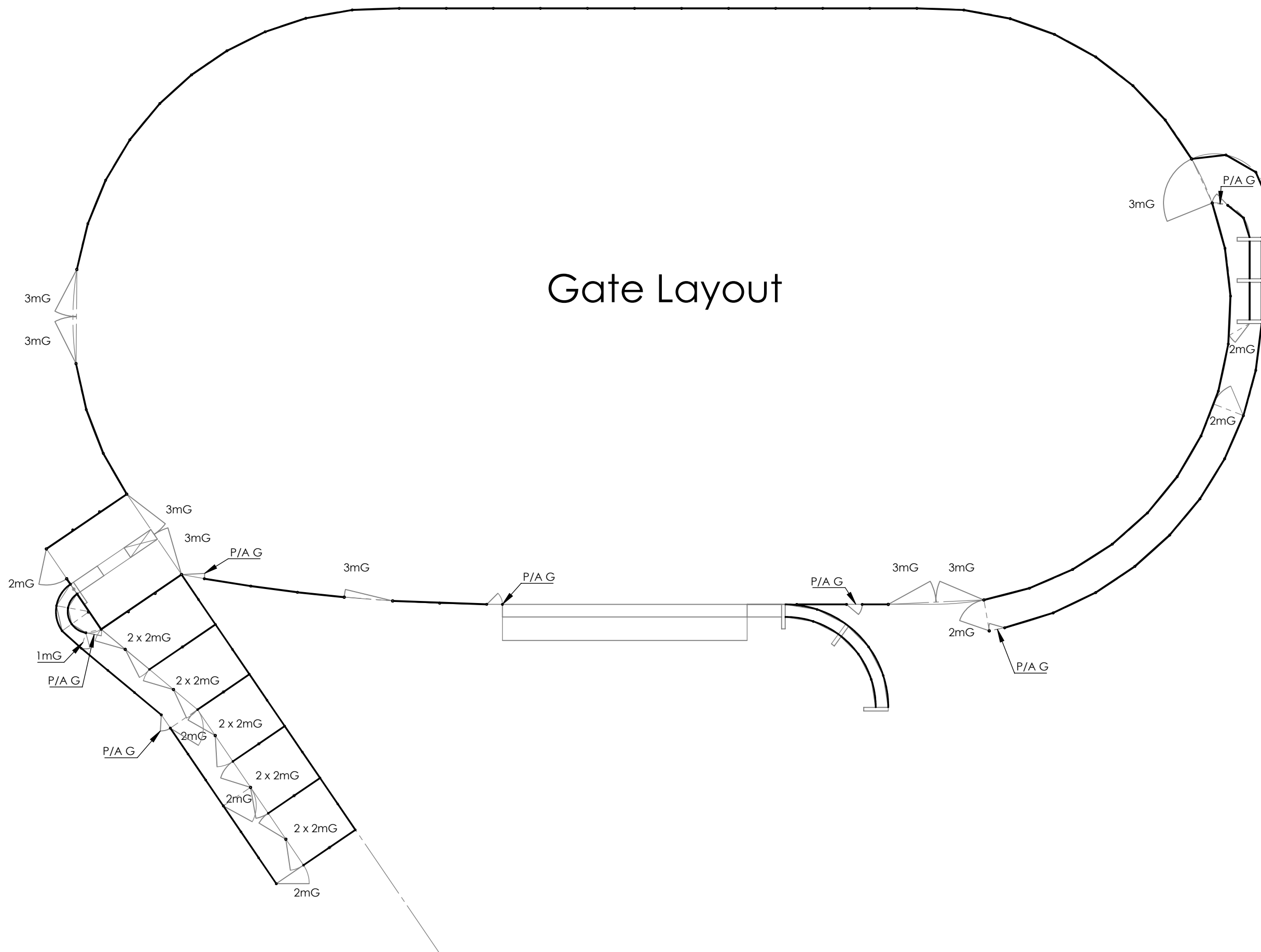


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JOB NAME		
CLIENT		
DESIGNED	S.G.	
DRAWN	S.G.	
MFG APPR.	S.G.	
REVISIONS		
REV 0		
TITLE		
SHEET 1 OF 3		SCALE
DRAWING NO.	REV	SIZE
2020 Ground Sketch		A3

Gate Layout



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JOB NAME

CLIENT

DESIGNED	S.G.	
DRAWN	S.G.	
MFG APPR.	S.G.	

REVISIONS

REV	DESCRIPTION	DATE
REV 0		

TITLE

SHEET 2 OF 3	SCALE	
DRAWING NO. 2020 Ground Sketch	REV	SIZE A3



**Shire of Ashburton/ Rio Tinto Sponsorship
Proposal for
Nameless Jarndunmunha Festival 2020**



The Nameless Festival committee has met and discussed the amount of sponsorship we will be requesting for the 2020 Nameless Festival. We are seeking \$170,000 for the 2020 Nameless Festival. The increase from previous years sponsorship is due to increased overall festival costs including flights, insurances and entertainers. This amount will allow the Festival committee to engage high quality entertainment, including a 10-piece themed band to support the ball. There is also an increased cost in security for the festival and ball this year. I have been involved with the festival for the past 6 years in which we have not seen an increase in sponsorship. Each year the committee continues to look for further creative ways to raise funds outside of the Shire Sponsorship, and while this will continue, an increase in sponsorship is necessary, and will enrich the overall festival experience for the community, and the numerous volunteers.

What we will use the sponsorship funds for:

“The Roaring Twenties” Ball will be held on Saturday 1st August 2020. Sponsorship funds will be used to:

- promote the event,
- hire the event venue and decorations
- lights and sound crew for the event
- secure entertainment for the event
- security for the event
- secure local sporting clubs to support were required.
- Flights and car hire for entertainers

“The Roaring Twenties” Nameless Jarndunmunha Festival 2020 will be held over the weekend of the 7th and 8th August 2020. Sponsorship funds will be used to:

- market and advertise the event,
- purchase new tables and chairs for the festival and fencing for around the bar area
- purchase additional committee member uniforms for the festival with the Shire and Rio Tinto logos on them,
- Purchase new banners complete with this years Nameless logo, the Shire logo and Rio Tinto logo
- hire staging, lighting and sound crew for the festival
- secure entertainment for the festival in the way of live DJ’s and Cover Bands, children’s performer’s, woodchoppers, MC and seeking fresh new entertainment options.
- fireworks on the Saturday night of the festival
- pay for insurances, road closure fees and numerous permits required



- pay website, email and other office related subscriptions
- hire a photographer for the ball, festival and King of the mountain
- Cover the cost or airfares, hire cars and accommodation for performers
- Security for the festival
- Prizes for Wearable Art Awards, Home Industries, Talent Quest, Dog show, Queen of the Green and Grease, Gears and Grills event

In return for your sponsorship we will provide:

- Website naming rights for the ball and festival and branding on the schedule, entries, posters and tickets.
- Naming rights in all advertising and promotion across radio, press, social media and school, workplace, community publications and newsletters. MC announcements on the day of the ball and festival
- Invitation to provide Judges for the Wearable Art Awards categories.
- Prize-giving on stage by Shire/ Rio Tinto representative using the Shire and Rio Tinto names during award giving.
- Shire and Rio Tinto branding around the marquees and committee members working the festival.
- Invitation to attend the Sponsors Wine & Cheese night (Thursday 6th August)
- Shire and Rio Tinto branding at market days
- Four complimentary tickets to the Nameless Ball for the Shire
- Four complimentary tickets to the Nameless Ball for Rio Tinto
- Complimentary Stall space on oval (6 x 3m) for the Shire
- Complimentary Stall space on oval (6 x 3m) for Rio Tinto
- Access to the ball and festival photography
- Offering support to local clubs through supporting the Committee through packing up/down at the Festival and Ball

Thanks for your ongoing support.

Lyndon Rolton

Nameless Jarndunmunha Festival 2020

Committee President

Break Down of Estimated Players, Officials and Spectators
North West Championships 2020 – July, 3rd – 6th

Teams

Broome

Players:

Under 11's – 15

Under 14's – 15

Open Mens – 15

Officials:

3 x coaches

3 x Sports Trainer

3 x League Safe

Karratha

Players:

Under 11's - 15

Under 14's – 15

Open Mens – 15

Officials:

3 x coaches

3 x Sports Trainer

3 x League Safe

Port Hedland

Players:

Under 11's – 15

Under 14's – 15

Open Mens – 15

Officials:

3 x coaches

3 x Sports Trainer

3 x League Safe

Wickham

Players:

Under 11's – 15

Under 14's – 15

Open Mens – 15

Officials:

3 x coaches

3 x Sports Trainer

3 x League Safe

Newman

Players:

Under 11's – 15

Under 14's – 15

Open Mens – 15

Officials: 3 x coaches, 3 x Sports Trainer, 3 x League Safe

Paraburdoo

Players:

Under 11's – 15

Under 14's – 15

Open Mens – 15

Officials: 3 x coaches, 3 x Sports Trainer, 3 x League Safe

In total, this means each team will travel with a minimum of 132 players and officials, and we have estimated each junior player to be accompanied by a minimum of 2 spectators, but potentially more, given this event is during school holidays and is being marketed as an event for families to get to know our "top town".

In total, this sees the estimated influx of travelling participants, officials and spectators at a minimum of 500, this number does not include families travelling to Tom Price to support our local team and the NRLWA officials that also travel into town for this event.

We expect this number to be closer to 800 people.

The logo for Tom Price Steelers Rugby League Club features the name 'TOM PRICE' in a bold, sans-serif font at the top. Below it, the word 'STEELERS' is written in a very large, stylized, blocky font with a 3D effect. Underneath 'STEELERS', the words 'RUGBY LEAGUE CLUB' are written in a smaller, bold, sans-serif font. The entire logo is centered on a white background, flanked by two thick black horizontal bars.

Tom Price Steelers – RLFC
23.10.2019

Mrs. Sarah Johnston
Acting Director Community Services
Shire of Ashburton

Dear Mrs. Sarah Johnston,

Tom Price Steelers – RLFC would like to request the assistance of the Shire of Ashburton to deliver the North West Rugby league Championships Regional Event, in the town of Tom Price 10-13 July, 2020.

The event comprises of the towns of Port Hedland, Karratha, Broome, Kununurra, Wickham, Paraburdoo, Tom Price and Newman. 4 teams from each township competes in 3 different age categories, for the title of North West Rugby League Champions.

We expect between 300-500 competitors aged between 11-50 years, as well as 32 coaches and team managers, and 8 officials from NRL WA, travelling from Perth to officiate our event. We also expect to have approximately 1000 spectators from competitor towns, meaning the total number of expected visitors would be around 1500.

Tom Price has never hosted this event, as Rugby League has only just made a come back to the region. However, given the momentum and growth we have experienced as a newly formed Rugby League Club in such a short period time, NRL WA want to leverage off the back of our growth, by allowing us the opportunity to host this event.

Tom Price Steelers formed in July of this year, and has become the fastest growing sporting team across the Pilbara, Kimberley region, in any sport. We have a register of 60+ players that grows every day and a team of dedicated coaching staff and committee who work tirelessly to ensure the prosperity and longevity of Rugby League in Tom Price.

Tom Price Steelers – RLFC has been liaising with former host towns, who have said without the support of local shire and councillors, as well as corporate sponsorships, the cost to host such an event would have been upwards of \$30,000.

As the host town, we need to supply not only multiple venues capable of hosting the required numbers, but also accommodation and meals for traveling teams and officials, the provision of adequate shade and weather protection and a continuous supply of iced water to all fields of play.

Other requirements would also include table and chairs, marquees, portable toilet facilities, bins and refuse removal, cleaners, first aid requirements, printing of time tables and supply of balls, line markings etc

We are currently also seeking corporate sponsorship to facilitate our requests to assist with the cost of officials, trophies, gifts to participating players and the extra equipment and certified requirements, for us to be eligible to host.

As well as this, we are also seeking assistance to house visiting teams from Mountain View Sports Club, The Diamond Club and Drive-in movies.

Over the 10-13 July 2020 weekend, the following shire facilities would be utilised;

Clem Thomspson Memorial Oval – 2pm – 10 pm (July 10th) 7am – 10pm (July 11th + 12th)

Hourly rate (\$4) x 38 + 15 hours light usage (\$31) = \$617

Clem Thomspson Memorial Oval Pavillion (Ground Floor) – 2pm – 10pm (July 10th) 7am to 10pm (July 11th – 12th)

Hourly rate (\$7) x 38 = \$266

Clem Thomspson Memorial Oval Pavillion (Top Floor) – 2pm – 10pm (July 10th) 7am to 10pm (July 11th – 12th)

Hourly Day rate (\$27) x 23 + Hourly Night rate (\$22) x 15 = \$953

Minna Oval, Area W – 7am – 6pm (July 11th and 12th)

Hourly rate (\$4) x 11 hours x 2 days + 6 hours light usage (\$11.50) = \$157

Clem Training Field – 7am – 10pm (July 11th and 12th)

Hourly rate (\$4) x 30 + 10 hours light usage (\$11.50) = \$235

Civic Centre, Area W – 96 hours (July 10th -13th)

Day rate (\$192) x 4 + Night rate (\$160) x 4 = \$1408

Recreation Sports Hall – 96 hours (July 10th -13th)

Day rate (\$203) x 4 + Night rate (\$171) x 4 = \$1496

Recreation Centre Performing Arts centre – 96 hours (July 10th-13th)

Day rate (\$197) x 4 + Night rate (\$166) x 4 = \$1452

We will also require the use of change rooms, toilets and showers at each venue that has the appropriate facilities.

In addition, we will also be requesting access to the town pool toilets and showers/change rooms and understand that this may require additional fencing and safety precautions to block the pool adequately.

We would like to work with the shire to ensure safety standards are met, guests are safe and facilities are still easy accessible.

As mentioned above, we would also request that extra bins for the weekend be supplied at Clem Thompson Memorial Pavillion and Oval, Minna Oval and Clem Training field to ensure health requirements are met and that Tom Price upholds its reputation as a Tidy Town.

We estimate at least 5 additional 240 litre bins plus 2 additional 1100m3 bins, at each field, coming to $\$612 \times 3 = \1836 would be adequate, however, we do also request that these may be emptied during the course of the event, as elected times.

We would also request the use of 5 3x3 shire Marquees to use as shade and assist with the promotion of the Shire of Ashburton during out event, 2 marquees would be allocated to the two fields hosting most fixtures, with the fifth, going to the third field.

As well as the use of marquees, we would also request the provisions of tables and chairs to seat the duty officials at each field, as well as having somewhere to display medals, gifts and keep pa equipment up from the ground.

Team accomdation	\$4,356 full cost	Maybe eligible for jnr disount
Ovals and lights	\$1009 full cost	Maybe eligible for jnr disount
Change rooms		
Extra Bins	\$1836 full cost	
Marquee/chairs/tables		
Function/Canteen area	\$1219	Maybe eligible for jnr disount
PA System	\$100 full cost	
Temp Fencing	Unsure of cost	
Total Cost		

As there is limited accommodation available for visitors, we have also secured overflow accommodation at the Tom Price Caravan Park (4 x budget rooms @ \$120 p/n and 8 x green cabins @ \$195 p/n) and Tom Price Motel (18 x deluxe rooms @ \$245 p/n , 20 x standard rooms @ \$190 p/n).

We will also require permission to place and store 1000 litre water pods on the oval and to be able to use a 4 wheeler bike with a trailer on the ovals to keep up the constant water supply needed to ensure player and spectator safety.

Tom Price Steelers – RLFC will be engaging with all clubs and community groups in town to discuss fundraising opportunities over the weekend.

This will be a busy and eventful weekend in Tom Price, and we believe the influx of people that will add almost 47% to our towns average population boosting the local economy substantially.

If successful in gaining the support of the shire of Ashburton, we would promote the shire in all North West information booklets and emails, via our social media and website, as well as in all speeches and signage related to the event.

Tom Price Steelers – RLFC are looking forward to being able to showcase not only our great game of Rugby League, but our beautiful, tight knit community and surrounds.

Sincerley,

Tom Price Steelers - RLFC