



SHIRE

of

MEEKATHARRA

MINUTES

of

COUNCIL MEETING

held

AT THE COUNCIL CHAMBERS, MEEKATHARRA

on

SATURDAY 21 OCTOBER 2017

COMMENCED AT 9:30 AM

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1 DECLARATION OF OPENING/ANNOUNCEMENT OF VISITORS

1.1 DECLARATION OF OPENING

The Shire President, Cr NL Trenfield declared the meeting open at 9:30am.

1.2 DISCLAIMER READING

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

It is strongly advised that persons do not act on what is heard at this Meeting and should only rely on written confirmation of council's decision, which will be provided within fourteen (14) days of this Meeting

The Shire President, Cr NL Trenfield, read the disclaimer out loud.

2 RECORD OF ATTENDANCE/ APOLOGIES/ APPROVED LEAVE OF ABSENCE

Members

Cr NL Trenfield	Shire President left the meeting at 10:58am
Cr PS Clancy	Deputy Shire President
Cr HJ Nichols	
Cr RK Howden	
Cr AJ Binsiar	
Cr DK Hodder	

Staff

Roy McClymont	Chief Executive Officer
Krys East	Deputy Chief Executive Officer
Svenja Clare	Acting Deputy Chief Executive Officer
Geoff Carberry	Community and Development Services Manager

Apologies

Cr PW Curley

Approved Leave of Absence

Nil

3 RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE

Nil

4 PUBLIC QUESTION TIME

Nil

5 APPLICATION FOR LEAVE OF ABSENCE

Nil

6 CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS

6.1 ORDINARY COUNCIL MEETING HELD 16 SEPTEMBER 2017

Council Resolution:

Moved: Cr HJ Nichols

Seconded: Cr AJ Binsiar

That the minutes from the Ordinary Council Meeting held Saturday 16 September 2017 be confirmed.

CARRIED 6/0

7 PETITIONS / DEPUTATIONS / PRESENTATIONS / SUBMISSIONS

Nil

8 ANNOUNCEMENTS BY THE PRESIDING PERSON WITHOUT DISCUSSION

- **Shire President, Norm Trenfield and Works and Services Manager, Doug Davey attended the Regional Road Group Murchison Sub Group meeting at Yalgoo 27 September 2017.**
- **Chief Executive Officer, Roy McClymont met with Water Corporation 18 October 2017.**
- **Community and Development Services Manager, Geoff Carberry and Community Development Officer Emily Bailey attended the Meekatharra Human Services and Provider Group Meeting 12 October 2017.**
- **This is the last council meeting for Cr RK Howden who is retiring from Council. A letter of recognition for years of dedicated service was received from the Minister for Local Government. Shire President, Norm Trenfield, on behalf of Council, read the letter from the Minister and presented Cr Howden with a gift and thanked him for his many years of service to the community and the Shire of Meekatharra.**

9 REPORTS OF COMMITTEES AND OFFICERS

9.1 OFFICERS MONTHLY REPORTS

9.1.1 WORKS & SERVICES MANAGER'S REPORT – SEPTEMBER 2017

Landor Road

Carting of base course in progress

Installation of culverts completed

Carting of sealing aggregate in progress

Landor Road R2R Resealing

Resealing will commence on the 23rd November 2017

Maintenance Grading Northampton Grader Hire

Maintenance grading on the Meekatharra / Sandstone Road, Sections of the Mt Clere Road and 16 Km of shoulder maintenance on the Landor Road.

Flood Damage MTF

Carting of Fill completed for installation of culverts

Reinstatement of sections between SLK 150 and the Shire Boundary completed

Reinstatement works on the Moorarie Trillbar Roads

Flood Damage NGE

Reinstatement works on Ashburton Downs Road

Trillbar Road

Vision clearing lines pegged and clearing completed.

Signage installed as per MRD guide lines.

Trillbar Mt Clare Road Maintenance

Following on from the inspection on the 26th September additional water is being carted and has rectified the maintenance issues on the Trillbar Road and 75km on the Mt Clere road, the first 30km has had Maintenance grading carried out. The mine has been contacted to increase the daily water supply.

Replacement Pad Foot Roller

Three quotes submitted from Conplant WesTrac and Tutt Bryant, all quotes analysed and agenda item submitted for the October Council Meeting.

Town Maintenance-Monthly Report Finishing 13th October 2017

- Smashed glass strewn across roadways, graffiti to town signs, buildings, lamp posts, roads and footpaths has continued and is taking up a considerable amount of time to remove.
- Sweeping of Main St was done in accordance with Council's directive till 8/10/2017. New town crew member will commence 17/10/17
- Heritage Trail maintenance.
- Mowing has taken place and vegetation trimmed on Boardwalk and laneways.
- Vacant Shire housing mowed
- Spraying of weeds is in progress around town

- Rubbish removed from Lookout and Peace Gorge
- Street/road signs replaced and erected
- Regular maintenances to plant used by town crew
- Grave prepared

Plant Report

P90 BHB Fuel Trailer

Replaced 12v battery

P439 UD Nissan Prime mower

Repaired gearbox

P502 45KVA Genset

Replaced 12v battery

Officers Recommendation / Council Resolution:

Moved: Cr DK Hodder

Seconded: Cr PS Clancy

That the Works and Services Manager's report for September 2017 be received.

CARRIED 6/0

9.1.2 AIRPORT MANAGER'S REPORT – SEPTEMBER 2017

Aircraft Movements and Statistics

General aircraft movements for the month of September 2017 were down by approx. 30% compared with September 2016. RFDS landings were up by 20% compared with September 2016 landings.

Avgas sales for the month decreased markedly (50%) compared to September 2016. Avgas drum sales have also decreased with local pastoralists completing mustering activities. Whilst mustering is continuing we may see additional drum sales of Avgas.

Overall, figures are down on September 2016 with the exception of the Avgas. General aviation numbers have remained steady. Jet A-1 sales see RFDS continuing to be the largest customer with the majority of Skippers Aviation RPT flights taking fuel. JetA1 sales have increased slightly to date due to the suspension of JetA1 fuel at Wiluna Aerodrome in late August 2017.

The figures below reflect the differences between September 2016 and September 2017 and also the YTD differences between 2016 and 2017.

	YTD 2016	YTD 2017	Variance
General Aircraft Landed:	973	761	-22%
RFDS Landed	870	792	-9%
Avgas	107615	93917	-13%
Jet A1	589331	483493	-18%
Total Fuel Sold	696946	577410	-17%

	September 2016	September 2017	Variance
General Aircraft Landed:	125	84	-33%
RFDS Landed	80	96	+20%
Avgas	16066	7626	-52%
Jet A1	58105	59250	+2%
Total Fuel Sold	74171	66876	-10%

Aerodrome Works:

Aerodrome works for the month include:

- General maintenance and upkeep of facilities and equipment.
- Lawns/gardens and terminal plants upkeep.
- Continued clearing of weeds and long grass from various Airport areas.
- Repaint Piano Keys & Runway Designators on Rwy 09/27

Aerodrome Security:

Nothing to report for airside security, however the local police had been contacted a number of times for suspicious behavior in or near airport property. Particularly the terminal and vehicles parked in the terminal.

Safety Management System:

Nil report.

Budget items still to be commenced:

All budget items have now been finalized apart from the sealing of the area between the fueling bowsers and the apron and fence. Replacement of the Aerodrome tractor is to be finalized with the ordering of the tractor in due course.

Airport Emergency:

There were no emergency incidents reported during the month of September 2017

Bird/Animal Activity:

Bird & Animal activity around the Meekatharra aerodrome has remained a low risk, however increased migratory bird activity has been noted around the aerodrome property. Kangaroos remain active in the aerodrome vicinity and continual monitoring is undertaken.

Three (3) bird strikes (08/09/17, 14/09/17 & 20/09/17) had been recorded at the aerodrome during the month of September. The birds were all migratory species including Ibis, Australian Banded Stilt and an unidentified species. No damage or injuries were reported and the strikes occurred at varying times of day/night. The Shire CDSM is currently investigating options for moving birds away from the aerodrome.

Mike Cuthbertson
Airport Manager
01/10/2017

Officers Recommendation / Council Resolution:

Moved: Cr AJ Binsiar
Seconded: Cr PS Clancy

That the Airport Manager's report for September 2017 be received.

CARRID 6/0

9.1.3 YOUTH AND RECREATION SERVICES REPORT – SEPTEMBER 2017 YOUTH SERVICE

Total for the month	Girls		Boys		Activity Total	No of sessions	Average Attendance
	6-12	12-18	6-12	12-18			
Youth Centre Drop in - Afternoon	49	8	82	36	175	10	18
Youth Centre Drop in - Nights	16	33	38	14	101	8	13
Girls Group	26	10	0	0	36	3	12
Boys Group	0	0	5	10	15	3	5
SM Foundation	6	7	3	8	24	1	24
Kidzone	9	0	14	0	23	4	6

SPORT & RECREATION

Total for the month	Girls		Boys		Activity Total	No of sessions	Average Attendance
	6-12	12-18	6-12	12-18			
Boys Sport	0	0	30	22	52	4	13
Girls Sport	57	34	0	0	91	4	23
3pm Sport	8	0	91	0	99	20	5
Basketball	29	19	37	37	122	4	31
Wednesday Sport	18	0	15	20	53	4	13
Thursday Morning Sport	0	22	0	40	62	4	16

JOINT HOLIDAY PROGRAMS

Totals	Girls		Boys		Activity Total	No of sessions	Average Attendance
	6-12	12-18	6-12	12-18			
	44	41	37	14	126	8	17

Officers Recommendation / Council Resolution:

Moved: Cr DK Hodder
Seconded: Cr AJ Binsiar

That the Youth Sport and Recreation Services Officer's report for September 2017 be received.

CARRIED 6/0

9.1.4 RANGER'S REPORT – SEPTEMBER 2017

I visited Meekatharra on Thursday 7 September 2017. I had received a phone call from Meekatharra Police regarding a dangerous (declared) dog that had escaped from its yard and was wandering at large. I attended at the owner's residence and saw that the dog in question had been located and returned to the yard. The dog was sighted in the yard with another small dog keeping it company. No further action was required at this stage.

I received a request for three unwanted dogs to be surrendered. This was carried out.

Trapping cages were set in various locations throughout town and monitored throughout the evening. The following morning two feral cats had been caught.

Patrols were conducted of the town and surrounding areas including the airport, hot rod track, cemetery, race course and the rubbish tip. One feral cat was removed at the rubbish tip. Patrols were also conducted to the North to the boundary including Karalundi, Yulga Jinna and Kumarina. All appeared correct and there was nothing to report.

I also visited Meekatharra from 22 September 2017. On this visit trapping cages were set in various locations throughout town and monitored throughout the evenings. There was a lot of movement around town due to the Meekatharra Outback Festival but no dogs were sighted.

Trapping cages were checked and removed the following morning but no animals had been caught. Patrols were conducted of the town and surrounding areas including the Sports Ground, airport, hot rod track, cemetery, race course and the rubbish tip. Patrols were conducted of the outskirts of the racecourse throughout the day.

Trapping cages were reset in various locations and monitored. Two feral cats were caught through the night.

I dealt with a complaint from RSPCA regarding three unwanted dogs. Two of the dogs were caught by the owner and surrendered. These two dogs were rehomed. The third was unable to be caught at this stage. I will recheck with the owners on the next visit.

Officers Recommendation / Council Resolution:

Moved: Cr RK Howden

Seconded: Cr DK Hodder

That the Ranger's Report for September 2017 be received.

CARRIED 6/0

9.1.5 STATUS REPORTS

Council Decisions – Status Report

Note: This report lists only those Council decisions which require a specific, non repetitive action.

Meeting Date	Item No	Title and Resolution Summary	Resp	Action	Status
15/07/06	9.3.6	Meekatharra Heritage and Canyon Trails Project Not proceeding with Canyon Trail until approvals are presented to Council Advise Agencies that provided grants about halt and ask if funds can be transferred to other sections of project. Take steps to secure tenure over historic sites connected to Meeka Heritage Trails Project Determine status of all reserves, vesting orders and roads within the shire.	CEO/ CONS		Complete Complete In Progress
15/07/06	9.5.1	Laneway Closure, Land Adjacent to Lots 425,426, 427 & 428 Railway Street Advise the Minister for Lands that proposal was advertised, that no submissions were received by closing dates, Water Corp had no objections. That Shire of Meekatharra request Minister for Land Admin permanently close the laneway and portions adjoining be amalgamated with lots, that Shire has no objections to lots being converted to Freehold Title.	CEO/ CONS	Letter written to Minister for Lands Process to be completed by DOLI	Complete In Progress
15/07/06	9.5.2	Permanent Closure of Streets within the Nannine Townsite That Council advise Dept Land Asset Management that Council doesn't wish to close Nannine Townsite That Council establish ownership of Recreation Reserve 3917, Explosive Reserve 4748. Water Reserve 12460, Water Pipe Tracks and Id Hillside Homestead site near Nannine Townsite.	CEO/ CONS/ CDAO	Letter sent to Dept	Complete In Progress
21/11/09	9.3.4	Cornish Lift	PO	Quote approved 23/11/09. Letter of advise and order sent	Complete

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				23/11/09 Contractor to build	In Progress
16.07.11	9.6.1	Council Policy – Bituminous Seals	CEO/WSM	Reword Policy and submit to Council	In Progress
17.09.11	10.2	School Oval Facility – Agreement	CEO	New report to Council required	In Progress
20.12.13	9.3.4	Meetings with Ministers – Local Issues	CEO	No further action required Create Position Statement on public housing in Meeka	Complete In progress
12.4.14	9.6.1	Gabanintha – Nannine Rd Realignment	CEO	Letter to Jim Lacy 16.4.14 Email to DoL 17.4.14 Mapping to be done	In Progress
17.5.14	9.3.3	Administration Building Roof Upgrade	CDSM/PO	Met with architect Staff to seek quotes from local contractors to relocate aircons etc and repair/replace roof Waiting quotes local suppliers	Complete In Progress Waiting response from contractor
19.7.14	10.2	Liquor restrictions – Police commissioner's comments	CEO	Meet with Minister & Commissioner Rang Minister's Office 21/7/14 Emails sent requesting meeting	In Progress
18.10.14	9.3.1	Lot 82 Main Street- Ministerial Approval	DCEO	Letter to Minister sent 22/10/14.	In Progress
21.02.15	9.3.1	Shire Roads – Review/Update	CEO	Amendments emailed to Greenfields for inclusion in road database – complete Asset Management Plan to be updated	Complete Complete In Progress
21.02.15	9.3.7	Building Assets – Review	CEO	Council Resolution sent to Darren Long for implementation in the Buildings Asset Management Plan and Long Term Financial Plan	In Progress
19.09.15	9.4.1	Meekatharra Solar Consortium – Non Binding Agreement	CDSM	Applicant advised. Further information required.	Awaiting response

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20.02.16	9.5.3	Local Planning Strategy and Local Planning Scheme No 4	CDSM	Documents Sent Waiting for response	In Progress
19.03.16	9.7.3	Heritage Protection Discussions	CEO	Email sent 21/03/16. Letter sent 23/03/16	In Progress
16.07.16	9.4.5	Old Power Station	CDSM	Horizon Power advised 16/07/16	In Progress
19.11.16	9.4.2	Proposed lease of "speedway" for dirt cart racing	DCEO	Council lawyers preparing draft lease 21.11.16	In Progress
16.12.16	9.3.2	Draft establishment agreement – Murchison Regional Vermin Council	CEO	Letter to Wiluna Shire, MRVC, and relevant stations	In Progress
16.12.16	9.4.1	Youth Service Operations	CDSM	In progress 18/12/16	In Progress
16.12.16	9.5.1	Revitalisation – Lloyds Building	CDSM	Consultation in progress 18/12/16	In Progress
18.02.17	9.4.1	Reallocation of Budgeted Funds to Provide Standard Desks at the Airport	CDSM	Requested quotes 20.02.17 Award works	Completed Completed
18.02.17	9.6.1	Water Bore Access Agreements & Licencing	DCEO/CEO	Consultant engaged to assist with generating letters/agreements	In Progress
18.03.17	9.4.2	Use of part reserve 9469 by Meekatharra Model Aircraft club	CDSM	Meekatharra Model Aircraft Club advised	Completed
22.04.17	9.2.4	2017/2018 Setting of the annual rate in the dollar	DCEO	Advertised in West Australian 3/5/17 and put on noticeboard	Completed
22.04.17	9.2.5	Annual Review of the Schedule of Fees & Charges	DCEO	Airport users advised no change to airport rates. Cemetery changes gazetted, advertised on notice board	Completed
22.04.17	9.2.7	2017/2018 Councillor sitting fees and President and Deputy President allowance	DCEO	Budget 2017/18 to be prepared with adopted figures	Completed
22.04.17	9.4.2	Cancellation of lease – Red Sandbox Growth Church	CDSM	In progress 24/4/17	Completed
22.04.17	9.4.3	Picture Garden Lease	CDSM	In progress 24/4/17	Completed
22.04.17	9.4.4	Meeka Goes Green Lease	CDSM	In progress 24/4/17	Completed
22.04.17	9.6.1	Ashburton Downs Road – Heavy Haulage	CEO	Emailed 28/4/17 Letter emailed 5/5/17	In Progress
20.05.17	9.2.5	2017/2018 Draft Management Budget	DCEO	Amendments made and preparation of Statutory Budget Commenced	Completed

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20.05.17	9.4.1	Meekatharra War memorial swimming pool management contract tender	CDSM	RFT Developed and advertised 25.05.17	Completed
20.05.17	9.4.2	Small wheel (skate) park	CDSM	Preliminary investigations 25.05.17	In progress
24.06.17	9.2.7	Adoption of 2017/18 Annual Budget	DCEO	Sent to the Department as per regulations 29.06.17	Completed
24.06.17	9.6.1	Tenders- NDRRA- Flooding in WA (January and February 2017) AGRN 743 Tender No 16/17 – 3	CEO	Emailed consultant 26/6/27	Completed
24.06.17	9.6.2	Tender – Supervision of Contracts	CEO	Advertised 8/7/17 closes 27/7/17	Completed
24.06.17	9.6.3	Mt Clere Road – Heavy Haulage	CEO	Emailed Rob Camarda 27/6/17	In progress
24.06.17	9.6.4	Mt Clere Road - Restricted Access Vehicle Network amendment request	CEO	Emailed Main Roads 26/6/17	In Progress
19.08.17	9.7.3	Panel Tender Electrical Works – Material and Hourly Rate	PO/CEO	Emailed tender to Roy for reviewing.	In Progress
16.09.17	9.2.4	Main Roads Direct Grant Reduction	CEO	Noted and included in Budget Review	Complete
16.09.17	9.2.5	2017/18 Budget Review	DCEO	Amended Budget 20/9/17	Complete
16.09.17	9.6.1	Ashburton Downs Road – Heavy Haulage	CEO	Kott Gunning advised of conditions to be included in Performance Deed	Complete
16.09.17	9.7.1	CEO Performance Review/contract Extension	CEO	President advised CEO of Council decision via letter dated 21/9/17	Complete
16.09.17	10.1	Bitumen & Aggregate Seal Quotes	CEO	Noted and will be actioned as required	In progress

Officers Recommendation / Council Resolution:

Moved: Cr PS Clancy

Seconded: Cr AJ Binsiar

That the Status report be received.

CARRIED 6/0

9.2 FINANCE

Title/Subject:	MONTHLY FINANCIAL REPORT PERIOD ENDED SEPTEMBER 2017
Agenda/Minute Number:	9.2.1
Applicant:	Nil
File Ref:	ADM 171
Date of Report:	1 October 2017
Disclosure of Interest:	Nil
Author:	Svenja Clare Acting Deputy Chief Executive Officer



Signature of Author

Senior Officer:	Roy McClymont Chief Executive Officer
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Signature Senior Officer

Summary:

Monthly Financial Report

Background:

Financial Activity Statement Report – s.6.4

- (1) A local government is to prepare each month a statement of financial activity reporting on the sources and applications of funds, as out in the annual budget under regulation 22(1)(d), for that month in the following detail –
 - (a) Annual budget estimates, taking into account any expenditure incurred for an additional purpose under section 6.8(1) (b) or(c);*
 - (b) Budget estimates to the end of the month to which the statement relates;*
 - (c) Actual amounts of expenditure, revenue and income to the end of the month to which the statement relates;*
 - (d) Material variances between the comparable amounts referred to in paragraphs (b) and (c); and*
 - (e) The net current assets at the end of the month to which the statement relates.**
- (2) Each statement of financial activity is to be accompanied by documents containing-
 - (a) An explanation of the composition of the net current assets of the month to which the statement relates, less committed assets and restricted assets;*
 - (b) An explanation of each of the material variances referred to in sub-regulation (1) (d); and*
 - (c) Such other supporting information as is considered relevant by the local government.**
- (3) The information in a statement of financial activity may be shown –
 - (a) According to nature and type classification,*
 - (b) By program; or*
 - (c) By business unit.**
- (4) A statement of financial activity, and the accompanying documents referred to in sub-regulation (2), are to be –*

(a) presented to the council –

- (i) at the next ordinary meeting of the council following the end of the month to which the statement relates; or*
- (ii) if the statement is not prepared in time to present it to the meeting referred to in subparagraph (i), to the next ordinary meeting of the council after that meeting;*

And

(b) Recorded in the minutes of the meeting at which it is presented.

(5) Each financial year, a local government is to adopt a percentage or value, calculated in accordance with AAS 5, to be used in statements of financial activity for reporting material variances.

(6) In this regulation –

} committed assets~ means revenue unspent but set aside under the annual budget for a specific purpose;

} restricted assets~ have the same meaning as in AAS 27.

[Regulation 34 inserted in Gazette 31 Mar 2005 p. 1049-50.]

[35. Repealed in Gazette 31 Mar 2005 p. 1050.]

Comment:

A monthly financial report is to be presented to Council at the next ordinary meeting following the end of the reporting period.

Consultation:

Megan Shirt – Local Government Consultant

Statutory Environment:

*Local Government Act 1995 Section 6.4 Financial Report
Financial Management Regulations 34 & 35*

Policy Implications:

Nil

Financial Implications:

Nil

Strategic Implications:

Nil

Voting Requirements:

Simple Majority

Officers Recommendation / Council Resolution:

Moved: Cr PS Clancy

Seconded: Cr RK Howden

That the financial report for the period ending 30 September 2017 be received.

CARRIED 6/0

SHIRE OF MEEKATHARRA
MONTHLY FINANCIAL REPORT
For the Period Ended 30 September 2017
LOCAL GOVERNMENT ACT 1995
LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996

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Report Purpose

This report is prepared to meet the requirements of *Local Government (Financial Management) Regulations 1996*, Regulation 34 .

* Indicates Statutory Report

Statement of Financial Activity

Is presented on page 2 and 3 and shows a surplus as at 30 September 2017 of \$11,145,668.
This surplus may change with end of year transaction processing.

Note: The Statements and accompanying notes are prepared based on all transactions recorded at the time of preparation and may vary.

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SHIRE OF MEEKATHARRA
STATEMENT OF FINANCIAL ACTIVITY
(By Nature or Type)
For the Period Ended 30 September 2017

	Note	Original Annual Budget	Amended Annual Budget	Amended YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)
Operating Revenues							
Rates		\$ 3,935,465	3,927,172	\$ 3,923,421	\$ 3,866,376	\$ (57,045)	% (1.45%)
Operating Grants, Subsidies and Contributions	7	2,422,570	2,174,566	755,580	763,440	7,860	1.04%
Fees and Charges		1,364,294	1,364,294	517,532	481,860	(35,672)	(6.89%)
Service Charges		0			0	0	
Interest Earnings		597,797	597,797	42,013	48,577	6,564	15.62%
Other Revenue		1,278,718	1,455,918	236,331	233,173	(3,158)	(1.34%)
Profit on Disposal of Assets	9	5,992	5,992	0	0	0	
Total Operating Revenue		9,604,835	9,525,738	5,474,877	5,393,425	(81,452)	
Operating Expense							
Employee Costs		(1,636,283)	(1,636,283)	(373,392)	(322,140)	(51,252)	(13.73%)
Materials and Contracts		(3,362,004)	(3,416,756)	(462,128)	(311,551)	(150,577)	(32.58%)
Utility Charges		(283,040)	(283,040)	(70,727)	(51,502)	(19,225)	(27.18%)
Depreciation on Non-Current Assets		(5,671,846)	(5,671,846)	(1,418,496)	0	(1,418,496)	(100.00%)
Interest Expenses		0	0	0	0	0	
Insurance Expenses		(213,754)	(213,754)	(160,129)	(137,978)	(22,151)	(13.83%)
Other Expenditure		(326,113)	(447,211)	(142,626)	(138,743)	(3,884)	(2.72%)
Loss on Disposal of Assets	9	(59,789)	(63,109)	(3,320)	0	(3,320)	100.00%
Total Operating Expenditure		(11,552,829)	(11,731,998)	(2,630,818)	(961,914)	(1,668,904)	
Funding Balance Adjustments							
Add back Depreciation		5,671,846	5,671,846	1,418,496	0	(1,418,496)	(100.00%)
Adjust (Profit)/Loss on Asset Disposal	9	53,798	57,118	3,320	0	(3,320)	(100.00%)
Adjust Accruals/Rounding			0	0	0	0	
Net Cash from Operations		3,777,650	3,522,703	4,265,875	4,431,512	165,637	
Capital Revenues							
Grants, Subsidies and Contributions	7	8,283,453	8,346,662	0	0	0	
Proceeds from Disposal of Assets	9	237,800	276,527	0	0	0	
Total Capital Revenues		8,521,253	8,623,189	0	0	0	
Capital Expenses							
Land Held for Resale		0	0	0	0	0	
Land and Buildings	8	(2,093,575)	(2,356,661)	(317,567)	(300,730)	(16,837)	0.00%
Furniture and Equipment	8	(43,600)	(30,600)	(6,500)	(10,890)	4,390	0.00%
Plant and Equipment	8	(745,000)	(813,000)	(78,500)	(49,549)	(28,951)	0.00%
Infrastructure - Roads	8	(11,827,506)	(12,027,403)	(722,031)	(669,866)	(52,165)	(7.22%)
Infrastructure - Footpaths	8	(160,000)	(160,000)	0	0	0	0.00%
Infrastructure - Airports	8	(26,000)	(46,000)	0	0	0	0.00%
Infrastructure - Other	8	(1,747,298)	(1,761,298)	(51,436)	(25,707)	(25,729)	(50.02%)
Total Capital Expenditure		(16,642,979)	(17,194,962)	(1,176,034)	(1,056,742)	(119,291)	
Net Cash from Capital Activities		(8,121,726)	(8,571,773)	(1,176,034)	(1,056,742)	119,291	
Financing							
Transfer to Reserves	6	(3,403,699)	(3,403,699)	(1,655)	(1,655)	0	0.00%
Transfer from Reserves	6	1,394,681	1,646,452	1,240,000	1,240,000	0	0.00%
Net Cash from Financing Activities		(2,009,018)	(1,757,247)	1,238,345	1,238,345	0	
Net Operations, Capital and Financing		(6,353,095)	(6,806,317)	4,328,186	4,613,114	284,928	
Opening Funding Surplus(Deficit)	2	6,353,095	6,353,095	6,353,095	6,532,554	179,459	2.82%
Closing Funding Surplus(Deficit)	2	0	(453,222)	10,681,281	11,145,668	464,387	

Indicates a variance between Year to Date (YTD) Budget and YTD Actual data as per the adopted materiality threshold.
Refer to Note 2 for an explanation of the reasons for the variance.

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

SHIRE OF MEEKATHARRA
STATEMENT OF FINANCIAL ACTIVITY
(Statutory Reporting Program)
For the Period Ended 30 September 2017

	Note	Amended Annual Budget	Amended YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
Operating Revenues		\$	\$	\$	\$	%	
Governance		160	0	0	0		
General Purpose Funding - Rates		3,927,172	3,923,421	3,866,376	(57,045)	(1.45%)	
General Purpose Funding - Other		2,271,775	459,504	471,856	12,352	2.69%	
Law, Order and Public Safety		15,722	3,179	2,100	(1,080)	(33.96%)	
Health		5,935	5,635	2,367	(3,268)	(57.99%)	
Education and Welfare		137,338	52,972	62,203	9,231	17.43%	
Housing		25,500	6,374	10,533	4,159	65.24%	
Community Amenities		136,942	110,535	107,293	(3,242)	(2.93%)	
Recreation and Culture		369,474	10,228	5,208	(5,020)	(49.08%)	
Transport		9,497,769	594,276	563,683	(30,593)	(5.15%)	
Economic Services		198,283	106,828	102,604	(4,224)	(3.95%)	
Other Property and Services		1,286,330	201,925	199,204	(2,721)	(1.35%)	
Total Operating Revenue		17,872,400	5,474,877	5,393,425	(81,452)		
Operating Expense							
Governance		(571,441)	(130,602)	(108,455)	(22,147)	(16.96%)	▼
General Purpose Funding		(196,309)	(46,583)	(38,120)	(8,463)	(18.17%)	
Law, Order and Public Safety		(178,526)	(49,376)	(22,762)	(26,614)	(53.90%)	▼
Health		(80,500)	(23,775)	(19,343)	(4,432)	(18.64%)	
Education and Welfare		(660,001)	(158,827)	(90,748)	(68,079)	(42.86%)	▼
Housing		(34,500)	(10,004)	(6,266)	(3,738)	(37.37%)	
Community Amenities		(675,163)	(147,745)	(92,065)	(55,680)	(37.69%)	▼
Recreation and Culture		(1,495,750)	(325,041)	(159,309)	(165,732)	(50.99%)	▼
Transport		(6,069,072)	(1,458,183)	(364,290)	(1,093,893)	(75.02%)	▼
Economic Services		(526,923)	(105,909)	(83,111)	(22,798)	(21.53%)	▼
Other Property and Services		(1,243,814)	(174,773)	22,554	(197,327)	(112.90%)	▼
Total Operating Expenditure		(11,731,998)	(2,630,818)	(961,914)	(1,668,904)		
Funding Balance Adjustments							
Add back Depreciation		5,671,846	1,418,496	0	(1,418,496)	(100.00%)	▼
Adjust (Profit)/Loss on Asset Disposal	9	57,118	3,320	0	(3,320)	(100.00%)	
Adjust Accruals/Rounding		-	0	0	0		
Net Cash from Operations		11,869,365	4,265,875	4,431,511	165,637		
Capital Revenues							
Proceeds from Disposal of Assets	9	276,527	0	0	0		
Total Capital Revenues		276,527	0	0	0		
Capital Expenses							
Land and Buildings	8	(2,356,661)	(317,567)	(300,730)	(16,837)	(5.30%)	
Furniture and Equipment	8	(30,600)	(6,500)	(10,890)	4,390	67.54%	
Plant and Equipment	8	(813,000)	(78,500)	(49,549)	(28,951)	(36.88%)	▼
Infrastructure - Roads	8	(12,027,403)	(722,031)	(669,866)	(52,165)	(7.22%)	
Infrastructure - Footpaths		(160,000)	0	0	0		
Infrastructure - Airports	8	(46,000)	0	0	0		
Infrastructure - Other	8	(1,761,298)	(51,436)	(25,707)	(25,729)	(50.02%)	▼
Total Capital Expenditure		(17,194,962)	(1,176,034)	(1,056,742)	(119,291)		
Net Cash from Capital Activities		- 16,918,435	(1,176,034)	(1,056,742)	(119,291)		
Transfer to Reserves	6	(3,403,699)	(1,655)	(1,655)	0	0.00%	
Transfer from Reserves	6	1,646,452	1,240,000	1,240,000	0	0.00%	
Net Cash from Financing Activities		(1,757,247)	1,238,345	1,238,345	0		
Net Operations, Capital and Financing		(6,806,317)	4,328,186	4,613,114	284,928		
Opening Funding Surplus(Deficit)	2	6,353,095	6,353,095	6,532,554	179,459	2.82%	
Closing Funding Surplus(Deficit)	2	(453,222)	10,681,281	11,145,668	464,387		

Indicates a variance between Year to Date (YTD) Budget and YTD Actual data as per the adopted materiality threshold.
Refer to Note 1 for an explanation of the reasons for the variance.

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

SHIRE OF MEEKATHARRA
STATEMENT OF BUDGET AMENDMENTS
(Statutory Reporting Program)
For the Period Ended 30 September 2017

	Adopted Budget	Adopted Budget Amendments (Note 4)	Amended Annual Budget	Amended YTD Budget (a)
	\$	\$	\$	\$
Operating Revenues				
Governance	160	0	160	0
General Purpose Funding - Rates	3,935,465	(8,293)	3,927,172	3,923,421
General Purpose Funding - Other	2,517,176	(245,401)	2,271,775	459,504
Law, Order and Public Safety	15,722	0	15,722	3,179
Health	5,935	0	5,935	5,635
Education and Welfare	144,903	(7,565)	137,338	52,972
Housing	25,500	0	25,500	6,374
Community Amenities	136,942	0	136,942	110,535
Recreation and Culture	389,474	(20,000)	369,474	10,228
Transport	9,408,598	89,171	9,497,769	594,276
Economic Services	198,283	0	198,283	106,828
Other Property and Services	1,110,130	176,200	1,286,330	201,925
Total Operating Revenue	17,888,288	(15,888)	17,872,400	5,474,877
Operating Expense				
Governance	(571,441)	0	(571,441)	(130,602)
General Purpose Funding	(196,309)	0	(196,309)	(46,583)
Law, Order and Public Safety	(178,526)	0	(178,526)	(49,376)
Health	(80,500)	0	(80,500)	(23,775)
Education and Welfare	(660,001)	0	(660,001)	(158,827)
Housing	(25,500)	(9,000)	(34,500)	(10,004)
Community Amenities	(675,163)	0	(675,163)	(147,745)
Recreation and Culture	(1,495,750)	0	(1,495,750)	(325,041)
Transport	(5,939,154)	(129,918)	(6,069,072)	(1,458,183)
Economic Services	(526,923)	0	(526,923)	(105,909)
Other Property and Services	(1,203,563)	(40,251)	(1,243,814)	(174,773)
Total Operating Expenditure	(11,552,829)	(179,169)	(11,731,998)	(2,630,818)
Funding Balance Adjustments				
Add back Depreciation	5,671,846	0	5,671,846	1,418,496
Adjust (Profit)/Loss on Asset Disposal	53,798	3,320	57,118	3,320
Adjust Provisions and Accruals	0	0	0	0
Net Cash from Operations	12,061,103	(191,737)	11,869,365	4,265,875
Capital Revenues				
Proceeds from Disposal of Assets	237,800	38,727	276,527	0
Total Capital Revenues	237,800	38,727	276,527	0
Capital Expenses				
Land and Buildings	(2,093,575)	(263,086)	(2,356,661)	(317,567)
Furniture and Equipment	(43,600)	13,000	(30,600)	(6,500)
Plant and Equipment	(745,000)	(68,000)	(813,000)	(78,500)
Infrastructure - Roads	(11,827,506)	(199,897)	(12,027,403)	(722,031)
Infrastructure - Footpaths	(160,000)	0	(160,000)	0
Infrastructure - Airports	(26,000)	(20,000)	(46,000)	0
Infrastructure - Other	(1,747,298)	(14,000)	(1,761,298)	(51,436)
Total Capital Expenditure	(16,642,979)	(551,983)	(17,194,962)	(1,176,034)
Net Cash from Capital Activities	(16,405,179)	(513,256)	(16,918,435)	(1,176,034)
Financing				
Transfer to Reserves	(3,403,699)	0	(3,403,699)	(1,655)
Transfer from Reserves	1,394,681	251,771	1,646,452	1,240,000
Net Cash from Financing Activities	(2,009,018)	251,771	(1,757,247)	1,238,345
Net Operations, Capital and Financing	(6,353,095)	(453,222)	(6,806,317)	4,328,186
Opening Funding Surplus(Deficit)	6,353,095	0	6,353,095	6,353,095
Closing Funding Surplus(Deficit)	0	(453,222)	(453,222)	10,681,281

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

MINUTES OF THE ORDINARY COUNCIL MEETING HELD ON SATURDAY 21 OCTOBER 2017
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SHIRE OF MEEKATHARRA
STATEMENT OF FINANCIAL ACTIVITY
(By Program)
For the Period Ended 30 September 2017

Note 1: EXPLANATION OF MATERIAL VARIANCES

BY Reporting Program	Var. \$	Var. %	Var.	Timing/ Permanent	Explanation of Variance
Operating Revenues	\$	%			
Governance	0				Under variance reporting threshold
General Purpose Funding - Rates	(57,045)	(1.45%)			Under variance reporting threshold
General Purpose Funding - Other	12,352	2.69%			Under variance reporting threshold
Law, Order and Public Safety	(1,080)	(33.96%)			Under variance reporting threshold
Health	(3,268)	(57.99%)			Under variance reporting threshold
Education and Welfare	9,231	17.43%			Under variance reporting threshold
Housing	4,159	65.24%			Under variance reporting threshold
Community Amenities	(3,242)	(2.93%)			Under variance reporting threshold
Recreation and Culture	(5,020)	(49.08%)			Under variance reporting threshold
Transport	(30,593)	(5.15%)			Under variance reporting threshold
Economic Services	(4,224)	(3.95%)			Under variance reporting threshold
Other Property and Services	(2,721)	(1.35%)			Under variance reporting threshold
Operating Expense					
Governance	(22,147)	(16.96%)	▼	Timing	Members expenses are lower than YTD budget due to budget timing of Election expenses and the payment of members fees.
General Purpose Funding	(8,463)	(18.17%)			Under variance reporting threshold
Law, Order and Public Safety	(26,614)	(53.90%)	▼	Timing	Fire and SES expenses are lower than YTD budget, this may even out over the year.
Health	(4,432)	(18.64%)			Under variance reporting threshold
Education and Welfare	(68,079)	(42.86%)	▼	Timing	Community Development Salaries and general expenditure in operations are \$24K lower than YTD budget. The CDO position has recently been filled which will increase expenditure in future months, and depreciation of \$10K for FY18 has not yet been processed.
Housing	(3,738)	(37.37%)			Under variance reporting threshold
Community Amenities	(55,680)	(37.69%)	▼	Timing	Cemetery costs are \$21K lower than YTD Budget and Litter control is \$33K lower, this may even out over the year.
Recreation and Culture	(165,732)	(50.99%)	▼	Timing	Insurance payments are \$31K lower than YTD budget, pending payment of the 2nd instalment. Recreation and parks expenditure is \$30K lower than YTD budget, this may even out over the summer month. Depreciation of \$101K for FY18 has not been processed pending finalisation of June 17 transactions.
Transport	(1,093,893)	(75.02%)	▼	Timing	Depreciation of \$959K for FY18 has not been processed pending finalisation of June 17 transactions. The Airport contract is \$15K lower than YTD Budget. Street and depot maintenance are together \$25K lower. These expenditure items may even out over the year.
Economic Services	(22,798)	(21.53%)	▼	Timing	Trail Maintenance is \$11K lower than YTD budget, with salaries budgets spread evenly over the 12 months. Depreciation of \$6K has not yet been applied to this program.
Other Property and Services	(197,327)	(112.90%)	▼	Timing	Depreciation of \$282K for FY18 has not been processed pending finalisation of June 17 transactions. Insurances are \$12K lower pending payment of the 2nd instalment, Plant and minor plant costs are \$83K lower than YTD budget. This may even out over the year.
Funding Balance Adjustments					
Add back Depreciation	(1,418,496)	(100.00%)	▼	Timing	Depreciation for FY18 has not been processed pending finalisation of June 17 transactions and audit.
Adjust (Profit)/Loss on Asset Disposal	(3,320)	(100.00%)			Under variance reporting threshold
Capital Revenues					
Grants, Subsidies and Contributions	0				Under variance reporting threshold
Proceeds from Disposal of Assets	0				Under variance reporting threshold
Capital Expenses					
Land and Buildings	(16,837)	(5.30%)			Refer to Note 8A for project details
Furniture and Equipment	4,390	67.54%			Refer to Note 8A for project details
Plant and Equipment	(28,951)	(36.88%)	▼		Refer to Note 8A for project details
Infrastructure - Roads	(52,165)	(7.22%)			Refer to Note 8A for project details
Infrastructure - Airports	0				Refer to Note 8A for project details
Infrastructure - Other	(25,729)	(50.02%)	▼		Refer to Note 8A for project details
Opening Funding Surplus(Deficit)	179,459	2.82%			Under variance reporting threshold and pending finalisation of the Annual report

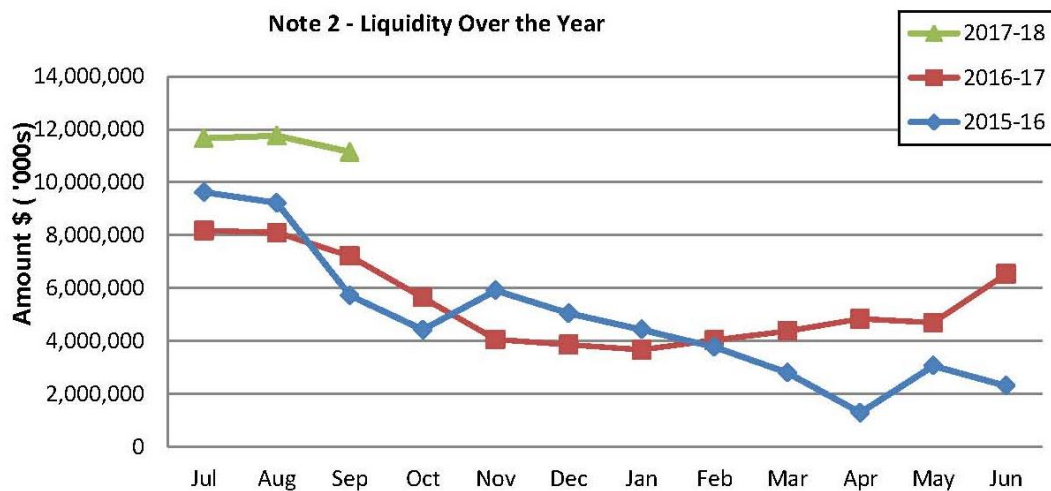
SHIRE OF MEEKATHARRA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 September 2017

Note 2: NET CURRENT FUNDING POSITION

Positive=Surplus (Negative=Deficit)			
Note	YTD 30 Sep 2017	Previous Month	YTD 30 Sep 2016
	\$	\$	\$
Current Assets			
Cash Unrestricted	3 8,770,097	9,199,012	3,473,561
Cash Restricted	3 16,323,237	16,323,237	17,873,160
Receivables - Rates and Rubbish	5 2,217,735	2,340,306	2,324,929
Receivables -Other	5 95,836	96,793	1,523,400
Interest / ATO Receivable/Trust	41,362	35,381	97,613
Inventories	105,814	173,546	145,863
	27,554,079	28,168,274	25,438,526
Less: Current Liabilities			
Payables	(85,174)	(80,280)	(351,553)
Provisions	(318,352)	(318,352)	(267,262)
	(403,527)	(398,633)	(618,815)
Less: Cash Reserves	6 (16,323,237)	(16,323,237)	(17,873,160)
Plus Provisions	318,352	318,352	267,262
Net Current Funding Position	11,145,668	11,764,757	7,213,814

Cash Restricted includes an accounting transaction processed as at 30 June 2016 for the Landor Rd WATC investment, that have previously been recognised by the Shire as Trust Funds. These fund are still invested with WATC.

Comments - Net Current Funding Position



SHIRE OF MEEKATHARRA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 September 2017

Note 3: CASH AND INVESTMENTS

	Interest Rate	Unrestricted \$	Restricted \$	Trust \$	Total Amount \$	Institution	Maturity Date
(a) Cash Deposits							
Municipal Bank Account	Variable	88,902			88,902	Westpac	At Call
Trust Bank Account	Variable			92,369	92,369	Westpac	At Call
Air BP	Variable	63,035			63,035	Westpac	At Call
Maxi Account	Variable	8,650,168			8,650,168	Westpac	At Call
(b) Term Deposits							
* 74-758-0859	2.49%		16,173,013		16,173,013	NAB	27-Dec-17
# OCDF	1.45%		150,223		150,223	WATC	At Call
Total		8,802,104	16,323,237	92,369	25,217,710		

Comments/Notes - Investments

This note reflects the Actual Bank Balances as per the Shire Bank Statements

Any difference between the amounts shown at this note compared to Note 2 will be due to undeposited funds and unrepresented payments.

The Shire received \$3M Funding for Landor Rd in 15/16. These monies are invested with WATC accruing interest and will be drawn down as the Shire utilises the funds.

MINUTES OF THE ORDINARY COUNCIL MEETING HELD ON SATURDAY 21 OCTOBER 2017

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SHIRE OF MEEKATHARRA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 September 2017

Note 4: BUDGET AMENDMENTS

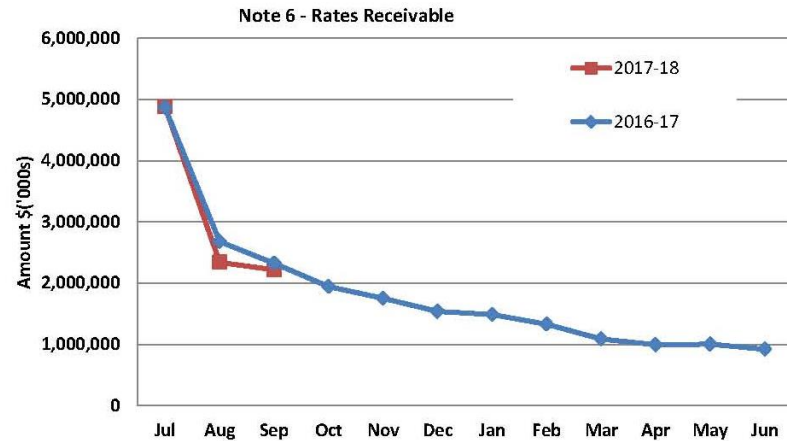
GL Account Code	Description	Council Resolution	Classification	Adopted Budget	Amended Budget	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
		24/06/2017	Original Budget Surplus			\$	\$	\$	\$
							0	0	0
Revenue									
2419	Youth Grant - O.S.H.C. Program	16/09/2017 Item 9.2.5	Operating Revenue	38,732	31,167		0	(7,565)	(7,565)
3603	Dept Sport & Recreation - Kidsport Program Grant	16/09/2017 Item 9.2.5	Operating Revenue	20,000	0		0	(20,000)	(27,565)
4591	Mainroads Direct Grant	16/09/2017 Item 9.2.5	Operating Revenue	260,586	164,450		0	(96,136)	(123,701)
5137	Rebate on Vehicle Purchases	16/09/2017 Item 9.2.5	Operating Revenue	0	1,000		1,000	0	(122,701)
8313	Misc Income - Vehicle Licences Refunded by DoT	16/09/2017 Item 9.2.5	Operating Revenue	0	111,700		111,700	0	(11,001)
8303	Diesel Fuel Rebate	16/09/2017 Item 9.2.5	Operating Revenue	40,000	104,500		64,500	0	53,499
0181	Financial Assistance Grant	16/09/2017 Item 9.2.5	Operating Revenue	1,247,642	1,103,907		0	(143,735)	(90,236)
0211	Local Road Grant	16/09/2017 Item 9.2.5	Operating Revenue	653,887	552,221		0	(101,666)	(191,902)
4601	Natural Disaster (Flood Damage) Grant	16/09/2017 Item 9.2.5	Operating Revenue	6,784,125	6,847,334		63,209	0	(128,693)
0031	Rates Raised	16/09/2017 Item 9.2.5	Operating Revenue	3,930,465	3,922,172		0	(8,293)	(136,986)
3733	Proceeds on Sale of Assets - Sport & Rec	16/09/2017 Item 9.2.5	Capital Revenue	4,000	0		0	(4,000)	(140,986)
5105	Proceeds on Sale of Assets	16/09/2017 Item 9.2.5	Capital Revenue	60,000	102,727		42,727	0	(98,259)
Operating Expenditure									
0961	Lot 294 Hill St - Maintenance (new house)	16/09/2017 Item 9.2.5	Operating Expenses	0	9,000		0	(9,000)	(107,259)
4820	Street Maintenance	16/09/2017 Item 9.2.5	Operating Expenses	66,180	71,680		0	(5,500)	(112,759)
0712	Computer Software	16/09/2017 Item 9.2.5	Operating Expenses	24,066	44,317		0	(20,251)	(133,010)
	Consulting - (Additional: Economic Impact Assessment/Business								
0692	Case Landor Rd)	16/09/2017 Item 9.2.5	Operating Expenses	100,572	120,572		0	(20,000)	(153,010)
5132	Loss on Sale of Asset	16/09/2017 Item 9.2.5	Operating Expenses	0	3,320	3,320	0	(3,320)	(153,010)
Capital Expenditure									
2715	New Staff Housing - Lot 294 Hill St	22/07/2017 Item 9.7.1	Capital Expenses	0	251,771		0	(251,771)	(404,781)
0980	Lot 927 McCleary St - (Additional: Replace Lights with LEDs)	16/09/2017 Item 9.2.5	Capital Expenses	54,500	57,000		0	(2,500)	(407,281)
0981	Lot 294 Hill St - CCTV and install alarm	16/09/2017 Item 9.2.5	Capital Expenses	0	3,815		0	(3,815)	(411,096)
3544	Shire Hall	16/09/2017 Item 9.2.5	Capital Expenses	147,250	152,250		0	(5,000)	(416,096)
DC5	Washdown Bay - Petrol and Oil Separator	16/09/2017 Item 9.2.5	Capital Expenses	12,000	26,000		0	(14,000)	(430,096)
DC10	Depot Office - Paint Internal and External	16/09/2017 Item 9.2.5	Capital Expenses	15,000	10,000		5,000	0	(425,096)
DC12	Works Manager Office Upgrade	16/09/2017 Item 9.2.5	Capital Expenses	0	5,000		0	(5,000)	(430,096)
5144	Works Manager Vehicle Upgrade (Offset by trade in P487)	16/09/2017 Item 9.2.5	Capital Expenses	0	45,000		0	(45,000)	(475,096)
AA66	Landor Rd - R2R Funded - 15.5-25SLK Reseal	16/09/2017 Item 9.2.5	Capital Expenses	0	35,688		0	(35,688)	(510,784)
A66	Landor Rd - R2R Funded - various reseals (25.5km total)	16/09/2017 Item 9.2.5	Capital Expenses	400,000	786,219		0	(386,219)	(897,003)
A30	Murchison Downs Rd - R2R Funded - reseal	16/09/2017 Item 9.2.5	Capital Expenses	200,000	101,602		98,398	0	(798,605)
1261	Various Town Streets - R2R Funded - reseals and imprvmnts	16/09/2017 Item 9.2.5	Capital Expenses	350,000	163,179		186,821	0	(611,784)
1215	Airport Apron & Parking Area - Bitumen works	16/09/2017 Item 9.2.5	Capital Expenses	0	20,000		0	(20,000)	(631,784)
5114	Airport Tractor Mower-Sprayer Unit	16/09/2017 Item 9.2.5	Capital Expenses	42,000	65,000		0	(23,000)	(654,784)
Z63	Tangadee Road AGRN743 Flood Damage Works	16/09/2017 Item 9.2.5	Capital Expenses	56,674	119,883		0	(63,209)	(717,993)
1324	Admin Office Equipment - Shredder	16/09/2017 Item 9.2.5	Capital Expenses	19,500	6,500		13,000	0	(704,993)
Capital Revenue									
8961/7050	Transfer from Reserves - Building Reserve	22/07/2017 Item 9.7.1	Capital Revenue	0	251,771		251,771	0	(453,222)

SHIRE OF MEEKATHARRA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 September 2017

Note 5: RECEIVABLES

Receivables - Rates and Rubbish Receivable

	YTD 30 Sep 2017	30 June 2017
Opening Arrears Previous Years	\$ 921,486	\$ 921,486
Levied this year	3,896,777	
<u>Less</u> Collections to date	(2,600,528)	
Equals Current Outstanding	2,217,735	921,486
Net Rates and Rubbish Collectable	2,217,735	921,486
% Collected	53.97%	



Comments/Notes - Receivables Rates

Rates were levied on 20 July 2017
Full Payment or Instalment 1 due 26 August 2017
Instalment 2 due 30 October 2017
Instalment 3 due 3 January 2018
Instalment 4 due 9 March 2018

Receivables - General

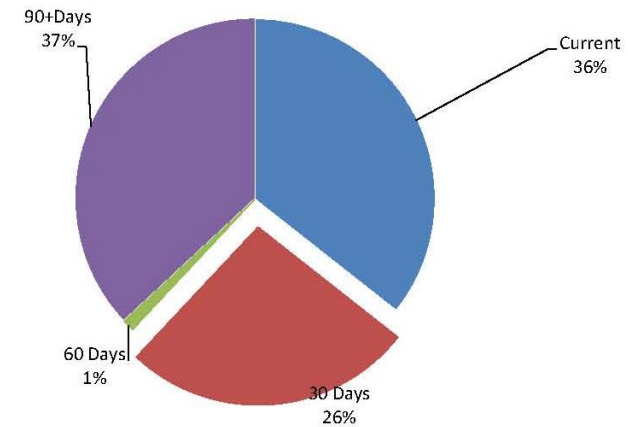
Receivables - Sundry Debtors

Total Sundry Debtors

Amounts shown above include GST (where applicable)

	Current	30 Days	60 Days	90+Days
	\$	\$	\$	\$
Receivables - Sundry Debtors	68,158	50,489	2,095	70,661
Total Sundry Debtors				191,403

Note 6 - Accounts Receivable (non-rates)



Comments/Notes - Other Receivables

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SHIRE OF MEEKATHARRA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 September 2017

Note 6: Cash Backed Reserves

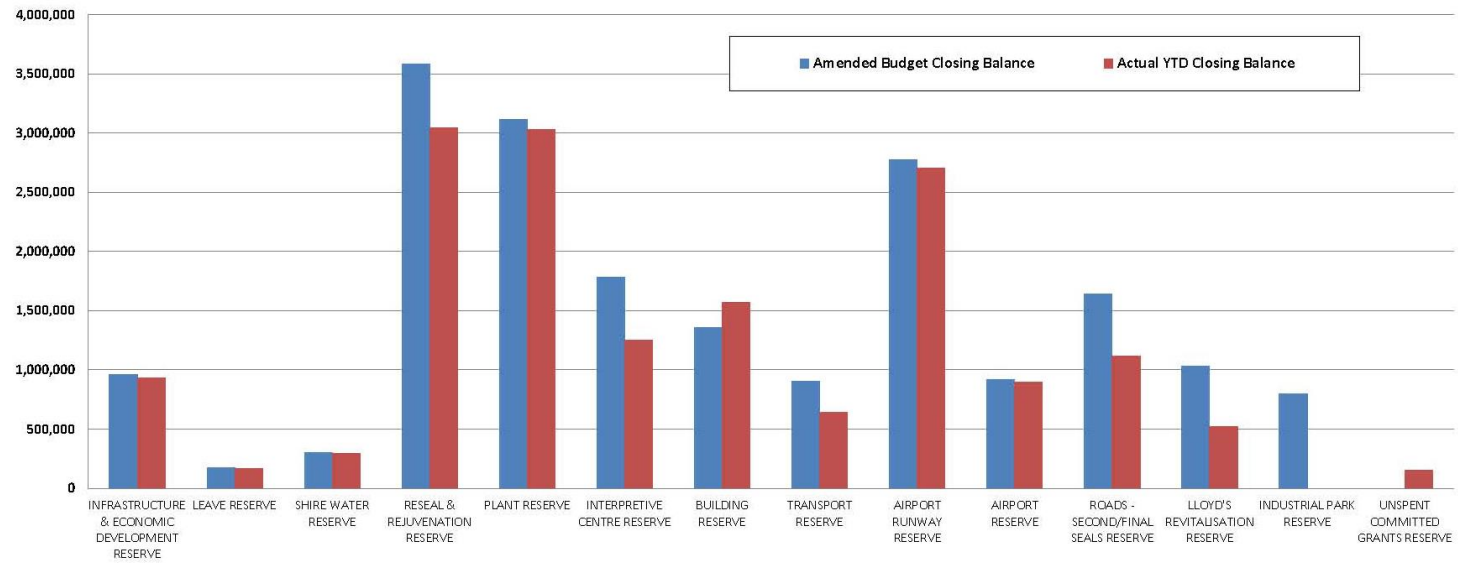
2016-17									
Name	Actual Opening Balance	Amended Budget Interest Earned	Actual Interest Earned	Amended Budget Transfers In (+)	Actual Transfers In (+)	Amended Budget Transfers Out (-)	Actual Transfers Out (-)	Amended Budget Closing Balance	Actual YTD Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$
INFRASTRUCTURE & ECONOMIC DEVELOPMENT RESERVE	933,728	24,464	0	0	0	0	0	958,192	933,728
LEAVE RESERVE	170,430	4,465	0	0	0	0	0	174,895	170,430
SHIRE WATER RESERVE	296,120	7,758	0	0	0	0	0	303,878	296,120
RESEAL & REJUVENATION RESERVE	3,042,005	79,701	0	460,000	0	0	0	3,581,706	3,042,005
PLANT RESERVE	3,032,837	79,460	0	0	0	0	0	3,112,297	3,032,837
INTERPRETIVE CENTRE RESERVE	1,248,253	32,704	0	500,000	0	0	0	1,780,957	1,248,253
BUILDING RESERVE	1,571,902	41,184	0	0	0	(251,771)	0	1,361,315	1,571,902
TRANSPORT RESERVE	644,380	16,883	0	243,902	0	0	0	905,165	644,380
AIRPORT RUNWAY RESERVE	2,701,200	70,771	0	0	0	0	0	2,771,971	2,701,200
AIRPORT RESERVE	898,004	23,528	0	0	0	0	0	921,532	898,004
ROADS - SECOND/FINAL SEALS RESERVE	1,114,081	29,189	0	500,000	0	0	0	1,643,270	1,114,081
LLOYD'S REVITALISATION RESERVE	520,073	13,626	0	500,000	0	0	0	1,033,699	520,073
INDUSTRIAL PARK RESERVE	0	0	0	800,000	0	0	0	800,000	0
UNSPENT COMMITTED GRANTS RESERVE	1,388,569	6,064	1,655	0	0	(1,394,681)	(1,240,000)	0	150,223
	17,561,582	429,797	1,655	3,003,902	0	(1,646,452)	(1,240,000)	19,348,877	16,323,237

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SHIRE OF MEEKATHARRA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 September 2017

Note 6: Cash Backed Reserves cont'd

Year To Date Reserve Balance to End of Year Estimate



MINUTES OF THE ORDINARY COUNCIL MEETING HELD ON SATURDAY 21 OCTOBER 2017

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SHIRE OF MEEKATHARRA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 September 2017

Note7: GRANTS

Program/Details			2017-18	Variations	2017-18	Operating	Non- Operating	Recoup Status	
GL	TYPE		Original Budget	Additions (Deletions)	Amended Budget			Received	Balance
			\$	\$		\$	\$	\$	\$
General Purpose Funding									
0181	Operating Grant	Financial Assistance Grant	1,247,642	(143,735)	1,103,907	1,103,907	0	275,977	827,930
0211	Operating Grant	Local Road Grant	653,887	(101,666)	552,221	552,221	0	138,055	414,166
Law, Order, Public Safety									
1563	Operating Grant	Dfes Operating Grant	7,890	0	7,890	7,890	0	1,973	5,918
2003	Operating Grant	Ses Operating Grant	3,832	0	3,832	3,832	0	(316)	4,148
Education & Welfare									
2417	Operating Grant	Misc Youth - Grants Other	10,000	0	10,000	10,000	0	0	10,000
2419	Operating Grant	Youth Grant - O.S.H.C. Program	38,732	(7,565)	31,167	31,167	0	20,542	10,625
2421	Operating Grant	Youth Services Grant - D.C.P. - W.A.	84,571	0	84,571	84,571	0	41,661	42,910
2460	Operating Grant	C.D.O. - Misc Income	10,000	0	10,000	10,000	0	0	10,000
Community Amenities									
3243	Operating Grant	Waste Oil Facility Rebate	1,000	0	1,000	1,000	0	0	1,000
Recreation And Culture									
3603	Operating Grant	Dept Sport & Rec - Kidsport Program	20,000	(20,000)	0	0	0	0	0
3623	Operating Grant	Reimbursements Rec Officer	500		500	500	0	0	500
3626	Operating Grant	Miscellaneous Grants - Rec Off	10,000		10,000	10,000	0	0	10,000
3683	Operating Grant	Reimbursements	500		500	500	0	0	500
3713	Operating Grant	Recreation Grants	20,000		20,000	20,000	0	0	20,000
4163	Operating Grant	Misc Grants	42,500		42,500	42,500	0	0	42,500
3873	Non-Operating	Lotterywest Grant	200,000		200,000	0	200,000	0	200,000
Transport									
4591	Operating Grant	Mrd - Direct Grant	260,586	24,962	285,548	285,548	0	285,548	0
4651	Operating Grant	Royalties For Regions Grant - Direct	0	0	0	0	0	0	0
4843	Operating Grant	Street - Lighting - Operating Grant	4,930	0	4,930	4,930	0	0	4,930
4601	Non-Operating	Wandrra - Natural Disaster	6,784,125	63,209	6,847,334	0	6,847,334	0	6,847,334
4621	Non-Operating	R2R Grant	1,050,995	0	1,050,995	0	1,050,995	0	1,050,995
4691	Non-Operating	Mrd Road Project Grant	248,333	0	248,333	0	248,333	0	248,333
5183	Non-Operating	R.A.D.S./R.A.F.P./R.A.A.P. Grant Income	0	0	0	0	0	0	0
Economic Services									
5381	Operating Grant	Trails Grant	0	0	0	0		0	0
5391	Operating Grant	Fundraising Misc Income	6,000	0	6,000	6,000		0	6,000
TOTALS			10,706,023	(184,795)	10,521,228	2,174,566	8,346,662	763,440	9,757,788
Operating Grant			2,422,570		2,174,566			763,440	1,411,126
Non-Operating			8,283,453		8,346,662			0	8,346,662
			10,706,023		10,521,228			763,440	9,757,788

MINUTES OF THE ORDINARY COUNCIL MEETING HELD ON SATURDAY 21 OCTOBER 2017

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SHIRE OF MEEKATHARRA								
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY								
For the Period Ended 30 September 2017								
Note 8a: CAPITAL EXPENDITURE								
Assets	GL Account	Original Annual Budget	Budget Changes	Amended Annual Budget	Amended YTD Budget	YTD Actual	Variance (Under)/Over	Comments
Buildings								
KEY SYSTEM	1323	40,000	0	40,000	0	282	282	
ADMIN BUILDING IMPROVEMENTS	1328	152,200	0	152,200	30,200	6,483	(23,717)	
YOUTH CENTRE BUILDING - UPGRADE	2437	44,500	0	44,500	11,125	4,621	(6,504)	
LOT 852 KIDS ZONE BUILDING - RENEWAL	2439	15,000	0	15,000	3,750	0	(3,750)	
YOUTH CENTRE BUILDING - RENEWAL	2447	10,000	0	10,000	0	0	0	
HOUSING - CAPITAL IMPROVEMENTS	2704	483,975	6,315	490,290	5,721	24,461	18,740	
NEW STAFF HOUSING	2715	0	251,771	251,771	251,771	251,782	11	
PUBLIC TOILETS CAPITAL EXPENDITURE	3094	6,000	0	6,000	0	0	0	
TOWN HALL - BUILDING	3544	147,250	5,000	152,250	0	4,426	4,426	
SPORTS COMPLEX BUILDINGS	3680	18,000	0	18,000	0	0	0	
GOLF CLUB HOUSE	3962	41,000	0	41,000	0	0	0	
MEEKATHARRA BUILDING - UPGRADES - CAPITAL	3987	9,750	0	9,750	0	0	0	
SPORTS COMPLEX - SHEDS & STORAGE	4019	10,000	0	10,000	0	0	0	
INDOOR CRICKET CENTRE	4036	30,000	0	30,000	0	842	842	
MASONIC LODGE - CAPITAL	4171	4,000	0	4,000	0	0	0	
MT GOULD POLICE STATION - CAPITAL	4181	112,500	0	112,500	0	0	0	
STAGE 1 - LLOYD'S RENOVATIONS	4191	800,000	0	800,000	0	0	0	
DEPOT CAPITAL IMPROVEMENTS - LAND & BUILDINGS	5044	136,000	0	136,000	15,000	7,820	(7,180)	
AIRPORT - TERMINAL	5219	27,000	0	27,000	0	0	0	
COMMUNITY RESOURCE CENTRE - BUILDING	9681	6,400	0	6,400	0	13	13	
Buildings Total		2,098,575	263,086	2,356,661	317,567	300,730	(18,493)	
Furniture & Office Equip.								
FURNITURE AND EQUIPMENT	0254	15,000	0	15,000	0	5,015	5,015	
ADMIN OFFICE EQUIPMENT	1324	19,500	-13,000	6,500	6,500	5,875	(625)	
TOWN HALL - EQUIPMENT	3534	1,600	0	1,600	0	0	0	
POOL - FURNITURE & EQUIPMENT	3714	7,500	0	7,500	0	0	0	
Furniture & Office Equip. Total		43,600	-13,000	30,600	6,500	10,890	4,390	
Plant, Equip. & Vehicles								
CEO VEHICLE	1224	65,000	0	65,000	0	0	0	
CDSM VEHICLE	1331	53,000	0	53,000	0	0	0	
PROJECT OFFICERS VEHICLE	1332	53,000	0	53,000	0	0	0	
DCEO VEHICLE	1355	53,000	0	53,000	0	0	0	
C.D.O. VEHICLE PURCHASE	2444	30,000	0	30,000	30,000	0	(30,000)	
MISC PLANT (SMALL EQUIPMENT)	5014	42,500	0	42,500	0	1,745	1,745	
CARAVANS & EQUIPMENT	5034	78,000	0	78,000	0	0	0	
TRACTOR MOWER - SPRAYER UNIT	5114	42,000	23,000	65,000	0	0	0	
TRUCK	5124	100,000	0	100,000	0	0	0	
WORKS MANAGER VEHICLE	5144	0	45,000	45,000	45,000	44,904	(96)	
ENGINES & PUMPS	5154	20,000	0	20,000	0	0	0	
TRAILER	5264	5,000	0	5,000	0	0	0	
EXCAVATOR	5331	10,000	0	10,000	0	0	0	
VIBRATING ROLLER	5332	190,000	0	190,000	0	0	0	
PLANT	5434	3,500	0	3,500	3,500	2,900	(600)	
Plant, Equip. & Vehicles Total		745,000	68,000	813,000	78,500	49,549	(129,451)	

MINUTES OF THE ORDINARY COUNCIL MEETING HELD ON SATURDAY 21 OCTOBER 2017

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SHIRE OF MEEKATHARRA								
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY								
For the Period Ended 30 September 2017								
Note 8a: CAPITAL EXPENDITURE								
Assets	GL Account	Original Annual Budget	Budget Changes	Amended Annual Budget	Amended YTD Budget	YTD Actual	Variance (Under)/Over	Comments
Roads Infrastructure								
ROAD CONSTRUCTION VARIOUS	4200	11,827,506	199,897	12,027,403	722,031	669,866	(52,165)	See Note 8b for detail
Roads Infrastructure Total		11,827,506	199,897	12,027,403	722,031	669,866	(52,165)	
Footpath Infrastructure								
FOOTPATHS - NEW AND RENEWAL	5046	160,000	0	160,000	0	0	0	
Airport Infrastructure Total		160,000	0	160,000	0	0	0	
Airport Infrastructure								
AIRPORT CONSTRUCTION - RUNWAYS, APRON, LIGHTING A	5104	26,000	20,000	46,000	0	0	0	
Airport Infrastructure Total		26,000	20,000	46,000	0	0	0	
FENCE - SES/ MEEKA FM YARD	2029	6,200	0	6,200	0	0	0	
YOUTH CENTRE - OTHER INFRASTRUCTURE - NEW/	2436	11,500	0	11,500	2,875	0	(2,875)	
SEWERAGE LAGOONS AND TRANSFER LINES	2984	17,000	0	17,000	4,250	0	(4,250)	
INDUSTRIAL PARK - CAPITAL WORKS - OTHER INFRASTRUCTURE	3154	500,000	0	500,000	0	0	0	
CEMETERY - OTHER INFRASTRUCTURE	3274	30,000	0	30,000	7,500	0	(7,500)	
NANNINE CEMETERY	3285	28,000	0	28,000	0	0	0	
CORNISH LIFT	3624	35,000	0	35,000	0	0	0	
VIEWING PLATFORM FOR HEADFRAME	3637	36,000	0	36,000	0	0	0	
OVAl LIGHTS	3664	3,500	0	3,500	0	0	0	
POOL - MAIN POOL, WADING POOL & OTHER INFRASTRUCTURE	3694	73,000	0	73,000	0	0	0	
POWER TO SPORTS COMPLEX	3744	0	0	0	0	24,043	24,043	
NEW PUMP & FITTINGS	3914	19,895	0	19,895	0	0	0	
LUKES PIT WATER SCHEME	3944	50,000	0	50,000	0	0	0	
TANK, FENCE & FITTINGS	3994	26,000	0	26,000	0	0	0	
LIONS PARK	4015	400,000	0	400,000	0	0	0	
MEEKATHARRA RACE COURSE IMPROVEMENTS	4016	12,500	0	12,500	12,500	0	(12,500)	
BASKETBALL AND TENNIS COURTS	4046	12,000	0	12,000	0	0	0	
MAINSTREET SCAPING	4984	32,000	0	32,000	0	0	0	
DEPOT CAPITAL IMPROVEMENTS - OTHER INFRASTRUCTURE	5045	109,000	14,000	123,000	0	0	0	
MEEKA NORTH DRIVE - HERITAGE	5387	90,302	0	90,302	0	0	0	
MEEKA SOUTH DRIVE - HERITAGE	5388	120,016	0	120,016	0	0	0	
MEEKA TOWN WALK - HERITAGE	5389	24,500	0	24,500	4,085	1,356	(2,729)	
CANYON TRAIL & BRIDGE - INC. RESEARCH & PLANNING	5390	10,000	0	10,000	0	0	0	
MEEKA TOWN DRIVE - HERITAGE	5394	70,885	0	70,885	12,726	308	(12,418)	
WELCOME PARK & INFORMATION BAY CAPITAL EXPENDITURE	5399	30,000	0	30,000	7,500	0	(7,500)	
Other Infrastructure Total		1,747,298	14,000	1,761,298	51,436	25,707	(25,707)	
Capital Expenditure Total		16,642,979	551,983	17,194,962	1,176,034	1,056,742	(119,291)	

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SHIRE OF MEEKATHARRA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 September 2017

Note 8b: CAPITAL EXPENDITURE - Roads Infrastructure Detail

Assets	Job	Original Annual Budget	Amended Annual Budget	Amended YTD Budget	YTD Actual	Variance (Under)/Over
Town Streets Construction	1261	350,000	163,179	0	0	(163,179)
Grids Construction	1266	200,000	200,000	0	0	(200,000)
Road Construction Misc	1267	600,000	600,000	0	0	(600,000)
Water Bores	1268	150,000	150,000	30,864	0	(150,000)
Cut Off Walls And Drainage General	1269	350,000	350,000	7,776	0	(350,000)
Council Funded - Natural Disaster Trigger Amount	1277	143,200	0	0	0	0
Murchison Downs Road - Roads To Recovery Funded	A30	200,000	101,602	0	0	(101,602)
Landor Rd - Roads To Recovery Funded	A66	400,000	786,219	0	0	(786,219)
Landor Road - Roads To Recovery Funded	AA66	0	35,688	0	0	(35,688)
Mt Clere Rd - Construction	C1	0	0	0	105	105
Main Street Service Rd - Construction	C118	300,000	300,000	61,730	0	(300,000)
Sylvania Rd - Construction	C19	100,000	100,000	18,868	0	(100,000)
Munarra Rd - Construction	C31	150,000	150,000	30,864	0	(150,000)
Agm: 661 (Feb/March 2015) General Expense	D00	6,784,125	0	0	0	0
Landor Rd - Regional Road Group Funding	RR66	372,500	372,500	0	0	(372,500)
Landor Road - Business Case - R4R Funding, R2R And Council Funded	YV66	1,727,681	1,727,681	379,658	458,265	(1,269,416)
Agm: 743 (Jan/Feb 2017) General Expense	Z00	0	0	0	1,664	1,664
Agm: 743 (Jan/Feb 2017) Meekatharra - Mount Clere Road	Z1	0	141,188	0	0	(141,188)
Agm: 743 (Jan/Feb 2017) Cashmans Access Road	Z111	0	189,317	189,317	174,200	(15,117)
Agm: 743 (Jan/Feb 2017) Peak Hill - Horseshoe Lights Road	Z114	0	188,313	0	0	(188,313)
Agm: 743 (Jan/Feb 2017) Fortnum Gold Access Road	Z120	0	68,432	0	0	(68,432)
Agm: 743 (Jan/Feb 2017) Weelarrana Road	Z18	0	83,821	0	0	(83,821)
Agm: 743 (Jan/Feb 2017) Sylvania Road	Z19	0	111,019	0	0	(111,019)
Agm: 743 (Jan/Feb 2017) Peak Hill - Three Rivers Road	Z2	0	240,312	0	0	(240,312)
Agm: 743 (Jan/Feb 2017) Youngs Downs Road	Z22	0	341,384	0	0	(341,384)
Agm: 743 (Jan/Feb 2017) Milgun - Yarlarweelor Road	Z26	0	190,927	0	0	(190,927)
Agm: 743 (Jan/Feb 2017) Woodlands - Mount Augustus Road	Z28	0	209,632	0	0	(209,632)
Agm: 743 (Jan/Feb 2017) Murchison Downs Road	Z30	0	155,863	0	0	(155,863)
Agm: 743 (Jan/Feb 2017) Munarra Station Road	Z31	0	19,743	0	0	(19,743)
Agm: 743 (Jan/Feb 2017) Gabanintha - Nannine Road	Z32	0	56,596	0	0	(56,596)
Agm: 743 (Jan/Feb 2017) Marymia Road	Z33	0	59,212	0	0	(59,212)
Agm: 743 (Jan/Feb 2017) Annear Road	Z34	0	130,328	0	0	(130,328)
Agm: 743 (Jan/Feb 2017) Mingah Springs Road	Z41	0	404,351	0	0	(404,351)
Agm: 743 (Jan/Feb 2017) Wiluna North Road	Z5	0	317,159	0	0	(317,159)
Agm: 743 (Jan/Feb 2017) Tangadee Road	Z63	0	119,883	0	0	(119,883)
Agm: 743 (Jan/Feb 2017) Jigalong Community Road	Z65	0	338,224	0	0	(338,224)
Agm: 743 (Jan/Feb 2017) Landor - Meekatharra Road	Z66	0	258,638	0	0	(258,638)
Agm: 743 (Jan/Feb 2017) Ashburton Downs - Meekatharra Road	Z67	0	2,561,051	0	39,713	(2,521,338)
Agm: 743 (Jan/Feb 2017) Meekatharra - Sandstone Road	Z68	0	27,216	0	0	(27,216)
Agm: 743 (Jan/Feb 2017) Pingandy Road	Z69	0	226,998	0	0	(226,998)
Agm: 743 (Jan/Feb 2017) Paroo Road	Z7	0	56,601	0	0	(56,601)
Agm: 743 (Jan/Feb 2017) Beringarra - Mount Gould Road	Z77	0	11,816	2,954	0	(11,816)
Agm: 743 (Jan/Feb 2017) Moorarie - Trillbar Road	Z79	0	270,494	0	0	(270,494)
Agm: 743 (Jan/Feb 2017) Killara Road	Z8	0	142,675	0	0	(142,675)
Agm: 743 (Jan/Feb 2017) Horseshoe Lights Access Road	Z83	0	69,342	0	0	(69,342)
Roads Infrastructure Total		11,827,506	12,027,403	722,031	673,946	(11,353,457)

Comments

SHIRE OF MEEKATHARRA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 September 2017

Note 9: CAPITAL DISPOSALS

Original Budget Profit/(Loss) of Asset Disposal			Disposals	Actual YTD			Comments
Net Book Value	Proceeds	Profit (Loss)		Net Book Value	Proceeds	Profit (Loss)	
\$	\$	\$					
3,446	4,000	554	Other Sport & Rec P385 - Holden Rodeo 2005 - YSRO (MK3685)				
			Transport P396 - Bomag 16.60 Tonne Padfoot Vibratory Roller				
83,334	60,000	(23,334)					
			Other Properties and Services Lot 255 Darlot Street				
77,166	50,000	(27,166)					
36,823	37,100	277	P470 - 2013 Prado GXL (MK004)				
19,289	10,000	(9,289)	P422 - 2009 Toyota Prado GXL - Project Officer (1EKA761)				
37,292	39,700	2,408	P474 - 2014 Ford Ranger Wildtrak (1EPP427)				
34,248	37,000	2,752	P459 - 2013 Toyota Prado GX (1EGN 476)				
291,598	237,800	(53,798)		0	0	0	
Comments							

There have been no disposals to date.

ACTIONS TAKEN UNDER DELEGATED POWER REQUIRING NOTIFICATION TO COUNCIL

Write Offs

There were no actions taken under delegated powers that require reporting to Council in September 2017.

Purchase Orders

There are no purchase orders to be presented to Council as per resolution 9.7.1 from the Ordinary Council Meeting held 18 February 2017.

9.2.2 OUTSTANDING DEBTORS**Title/Subject:** OUTSTANDING DEBTORS**Agenda/Minute Number:** 9.2.2**Applicant:** Nil**File Ref:** ADM 171**Disclosure of Interest:** Nil**Date of Report:** 1 October 2017**Author:** Kadisen King
Acting Finance Officer*Signature of Author***Senior Officer:** Roy McClymont
Chief Executive Officer*Signature Senior Officer***Summary:**

Attached is a copy of the detailed outstanding Sundry Debtors.

Background:

At the end of every month an aged detailed trial balance is performed.

The following applies to all outstanding debtors –

>90 day – All outstanding debtors with 90 days or more are sent a 7 day debt collection letter.

>60 day – All outstanding debtors with 60 days or more are sent a reminder letter.

>30 day – All outstanding debtors with 30 days or more account are sent a statement with a reminder sticker attached.

Comment:

Although the outstanding > 90 day accounts are sent letters stating that they will be forwarded onto the debt collection agency, Council needs to be aware of the cost to do so. Therefore from time to time, in relation to minimal amounts i.e. landing fees it is required that Council write off the debt incurred.

Consultation:

Roy McClymont – Chief Executive Officer

Statutory Environment:

Nil

Policy Implications:

Nil

Financial Implications:

Loss of revenue

Strategic Implications:

Nil

Voting Requirements:

Simple Majority

Officers Recommendation / Council Resolution:

Moved: Cr AJ Binsiar
Seconded: Cr DK Hodder

That Council receives the outstanding monthly Debtor Trial Balance for September 2017.

CARRIED 6/0

MINUTES OF THE ORDINARY COUNCIL MEETING HELD ON SATURDAY 21 OCTOBER 2017

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Printed on : 02.10.17 at 09:21

*** SHIRE OF MEEKATHARRA ***

Debtors Trial Balance

As at 30.09.2017

Debtor #	Name	Credit Limit	02.07.2017		01.08.2017	31.08.2017	30.09.2017	Total
			GT 90 days	Age	GT 60 days	GT 30 days	Current	
			Of Oldest Invoice (90Days)					
A041	AD ASTRAL AVIATION SERVICE		26470.42	591	0.00	165.64	0.00	26636.06
A114	AERO JACKS PTY LTD		0.00	0	0.00	0.00	142.25	142.25
A124	AEROMETREX PTY LTD		0.00	0	0.00	0.00	125.74	125.74
A128	AEROTECH HELICOPTERS PTY L		0.00	0	0.00	0.00	34.65	34.65
A049	AIR AUSTRALIA INTERNATIONAL		0.00	0	0.00	48.64	0.00	48.64
A029	AIR PHOENIX INTERNATIONAL		0.00	0	0.00	0.00	93.56	93.56
A127	AUSTRALIAN TAX COLLEGE (AT		495.00	292	0.00	0.00	0.00	495.00
A017	AUSTRALIAN TAXATION OFFICE		0.00	0	0.00	0.00	0.00	-8.89
D087	AVIATION UTILITIES PTY LTD		0.00	0	0.00	0.00	0.01	0.01
A11	BILL ATYEO		0.00	0	0.00	0.00	0.00	-0.36
B125	BINSIAR, BRADY		1148.88	228	0.00	0.00	0.00	1148.88
B126	BOWDEN INDUSTRIES PTY LTD		26.93	180	0.00	0.00	0.00	26.93
B035	BRISTOW HELICOPTERS PTY LT		140.80	297	0.00	0.00	0.00	140.80
B064	BROWN, CLINTON		0.00	0	0.00	44.00	0.00	44.00
C026	CHINA SOUTHERN W/AUSTRALIA		0.00	0	0.00	0.00	0.00	-608.00
C113	COBHAM AVIATION		0.00	0	0.00	48847.65	53194.56	102042.21
E041	ENERGISE CAFE		0.00	0	1870.00	0.00	0.00	1870.00
F033	FARMER JACKS		0.00	0	0.00	174.60	0.00	174.60
F046	FRIG TECH SERVICES		0.00	0	0.00	43.10	0.00	43.10
G011	GERALDTON AIR CHARTER		0.00	0	0.00	189.79	0.00	189.79
G008	GOLDFIELDS AIR SERVICES		0.00	0	72.22	0.00	0.00	72.22
G053	GREEN MINING PTY LTD		123.25	353	0.00	0.00	0.00	123.25
G075	GROWTH CHURCH		1908.49	151	0.00	0.00	0.00	1908.49
H077	HANDEL AVIATION PTY LTD		28.43	150	0.00	0.00	0.00	28.43
L041	HELEN RUBY LANE		11000.00	105	0.00	0.00	0.00	11000.00
H011	HELIFLITE PTY LTD		0.00	0	0.00	0.00	22.00	22.00
H092	HOARE, STEPHEN		0.00	0	0.00	0.00	0.00	-50.00
I025	IVESON, TRAVIS		916.82	197	0.00	0.00	0.00	916.82
J010	JAYROW HELICOPTERS		28.30	150	0.00	0.00	0.00	28.30
D056	JOHN DYER		70.78	100	0.00	0.00	0.00	70.78
D079	JOHN NELSON HOLLOWAY		11000.00	105	0.00	0.00	0.00	11000.00
J1	JUDAL PASTORAL COMPANY		0.00	0	0.00	0.00	1359.78	1359.78
K063	KIMBERLEY AVIATION PTY LTD		28.45	241	0.00	0.00	0.00	28.45
K027	KYANGA, ROBERT		0.00	0	0.00	474.12	0.00	474.12
S004	MARK SMITH PTY LTD		0.00	0	0.00	0.00	2655.00	2655.00

MINUTES OF THE ORDINARY COUNCIL MEETING HELD ON SATURDAY 21 OCTOBER 2017

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Printed on : 02.10.17 at 09:21

*** SHIRE OF MEEKATHARRA ***

Debtors Trial Balance

As at 30.09.2017

Debtor #	Name	Credit Limit	02.07.2017 GT 90 days	Age	01.08.2017 GT 60 days	31.08.2017 GT 30 days	30.09.2017 Current	Total
				Of Oldest Invoice (90Days)				
MC1D	MEEKATHARRA CARAVAN PARK		0.00	0	0.00	0.00	0.00	-36.80
M021	MEEKATHARRA COMMUNITY RESO		14454.00	107	0.00	0.00	0.00	14454.00
M14	MEEKATHARRA HOSPITAL		0.00	0	0.00	39.65	0.00	39.65
M141	MIDWEST SEPTICS		0.00	0	0.00	0.00	300.00	300.00
T2	ML & GJ TRENFIELD CONTRACT		0.00	0	59.99	0.00	0.00	59.99
C029	MR THOMAS CULLITY		0.00	0	0.00	23.10	0.00	23.10
P006	PAROO STATION		0.00	0	0.00	0.00	0.00	-0.10
L011	PAUL LYONS AVIATION PTY LT		0.00	0	0.00	0.00	73.72	73.72
P078	PEAKALL, DARREN RAY		0.00	0	0.00	0.00	22.00	22.00
P058	POLICE AIR WING SUPPORT UN		0.00	0	0.00	0.00	156.42	156.42
R005	ROYAL FLYING DOCTOR SERVIC		0.00	0	0.00	0.00	7273.53	7273.53
S096	S&K ELECTRICAL CONTRACTING		74.05	113	0.00	74.05	0.00	148.10
B131	SHANE BARKER		0.00	0	0.00	0.00	22.00	22.00
S055	SHINE AVIATION SERVICES		0.00	0	0.00	0.00	973.91	973.91
W045	SIMON WILDING		0.00	0	0.00	0.00	0.00	-50.10
S007	SKIPPERS AVIATION		0.00	0	0.00	0.00	362.25	362.25
S078	STAR AVIATION PTY LTD		360.74	241	93.56	0.00	239.51	693.81
T017	TEXRIO PTY LTD		0.00	0	0.00	0.00	72.22	72.22
T041	TWINCREEK HOLDINGS PTY LTD		0.00	0	0.00	0.00	0.00	-25.25
W061	WALKER, DAVID		2386.29	555	0.00	0.00	0.00	2386.29
R093	WAYNE ROSER		0.00	0	0.00	365.04	0.00	365.04
Y004	YARLARWHEELOR STATION		0.00	0	0.00	0.00	1813.04	1813.04
Totals --- Credit Balances:		-779.50	70661.63		2095.77	50489.38	68936.15	191403.43

Title/Subject: LIST OF ACCOUNTS ENDED SEPTEMBER 2017
Agenda/Minute Number: 9.2.3
Applicant: Nil
File Ref: ADM 171
Disclosure of Interest: Nil
Date of Report: 1 October 2017
Author: Kadisen King
Acting Finance Officer

Senior Officer: Roy McClymont
Chief Executive Officer



Signature of Author



Signature Senior Officer

Summary:

Accounts are to be presented to council for payments.

Background:

List of accounts

- (1) If the local government has delegated to the CEO the exercise of its power to make payments from the municipal fund or the trust fund, a list of accounts paid by the CEO is to be prepared each month showing each account paid since the last such list was prepared –
 - (a) the payee's name;
 - (b) the amount of the payment;
 - (c) the date of the payment; and
 - (d) sufficient information to identify the transaction.
- (2) A list of accounts for approval to be paid is to be prepared each month showing –
 - (a) each account which requires council authorization in that month –
 - (i) the payee's name
 - (ii) the amount of the payment; and
 - (iii) sufficient information to identify the transaction; and
 - (b) the date of the meeting of the council to which the list is to be presented.
- (3) A list prepared under sub-regulation (1) or (2) is to be –
 - (a) presented to the council at the next ordinary meeting of council after the list is prepared; and recorded in the minutes of that meeting.

Comment:

Each month the accounts are presented to council for payment;

Municipal	Voucher No's	Amount:	\$ 728,452.17
Trust Account	Voucher No's	Amount:	\$ 0.00
Air BP	Voucher No's	Amount:	\$ 0.00

Total **\$ 728,452.17**

Consultation:

Roy McClymont – Chief Executive Officer

Statutory Environment:

Local Government (Financial Management) Regulations 1996 S.6.10.13 List of Accounts.

Policy Implications:

Nil

Financial Implications:

Accounts to be paid

Strategic Implications:

Nil

Voting Requirements:

Simple Majority

Officers Recommendation / Council Resolution:

Moved: Cr HJ Nichols

Seconded: Cr PS Clancy

That Council receives the attached list of creditor accounts paid under delegated power.

CARRIED 6/0

MINUTES OF THE ORDINARY COUNCIL MEETING HELD ON SATURDAY 21 OCTOBER 2017

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SHIRE OF MEEKATHARRA

Accounts Due and Paid under Delegated Authority and Submitted to Council on the
21-Oct-17

			MUNI	AIR BP	TRUST
EFT13810	01/09/2017	SANFORD SETTLEMENTS	PURCHASE OF LOT 194 (131) HILL STREET MEEKATHARRA	-251771.01	
EFT13811	05/09/2017	DOUG DAVEY	REFUND TO DOUG DAVEY FOR INCORRECTLY PAID SALARY	-1135.89	
EFT13812	05/09/2017	YOUNG MOTORS	2017 HOLDEN COLORADO LZ71 CREW CAB FOR WORKS MANAGER	-2394.69	
EFT13813	15/09/2017	AIRSERVICES AUSTRALIA	ERSA LOOSE LEAF RENEWAL 17/18	-147.85	
EFT13814	15/09/2017	AMD AUDIT & ASSURANCE PTY LTD	AQUITTAL AUDIT - ROADS TO RECOVERY FUNDING FOR THE YEAR ENDED 30 JUNE 2017	-748.00	
EFT13815	15/09/2017	AMPAC DEBT RECOVERY (WA) PTY LTD	COMMISSION FOR RATES RECOVERY AUGUST 17	-232.04	
EFT13817	15/09/2017	AUSTRALIA POST	OFFICE AND LIBRARY POSTAGE AUGUST 17	-590.55	
EFT13818	15/09/2017	AUSTRALIAN TAXATION OFFICE	AUGUST BAS	-10393.19	
EFT13819	15/09/2017	AUSTRALIS ADVISORY GROUP PTY LTD	2017 LAND & BUILDINGS VALUATION PROJECT: ADDITIONAL ASSETS & GIS AS PER AGREEMENT	-4404.40	
EFT13820	15/09/2017	BUNNINGS GROUP LIMITED	SUPPLY 2 X ROOF VENTS EZYLITE FAN AS PER QUOTE 115615036	-456.04	
EFT13821	15/09/2017	CABCHARGE AUSTRALIA LIMITED	ADMIN FEE MONTHLY	-6.00	
EFT13822	15/09/2017	COMMERCIAL HOTEL MEEKATHARRA	ACCOMMODATION FOR STEPHEN MICHAEL FOUNDATION VISIT	-130.00	
EFT13823	15/09/2017	COURIER AUSTRALIA	VARIOUS FREIGHT	-315.69	
EFT13824	15/09/2017	COVS AUTOMOTIVE, MINING AND INDUSTRIAL SUPPLIES	TAPE FOAM 24MM X 15M X 6MM FOR COLORADO UTE REGO MK 151	-48.98	
EFT13825	15/09/2017	D-TRANS	VARIOUS PLANT REPAIRS	-13806.27	
EFT13826	15/09/2017	DANIKA CHANDLER	FINANCIAL ASSISTANCE WITH BANK RECONCILIATIONS AND RATING SYSTEM FOR 2017/18	-3255.00	
EFT13827	15/09/2017	DARREN LONG CONSULTING	CONSULTING FEES @ \$150 PER HOUR TO REVIEW & AMEND LTFP, CBP & AMP'S	-907.50	
EFT13828	15/09/2017	DEPARTMENT OF FIRE & EMERGENCY SERVICES (DFES)	2017/18 ESL QUARTER 1	-20206.49	
EFT13829	15/09/2017	DINGO DESIGN	MONTHLY COUNCIL NEWS FOR SEPT 17	-350.00	
EFT13831	15/09/2017	FRIG TECH SERVICES	SUPPLY AND INSTALL 3 X 2.5 KW AIRCONS TO LOT 204 HILL STREET AS PER QUOTE	-9075.00	
EFT13832	15/09/2017	FUJI XEROX AUSTRALIA PTY LTD	PHOTOCOPYING 601180 - AUG 17	-130.71	
EFT13833	15/09/2017	GERALDTON INDEPENDENT BUILDING SUPPLIES PTY LTD	SUPPLY DRILL BITS AND DRIVER FOR WALKWAY	-85.84	
EFT13834	15/09/2017	GM FREIGHT (GERALDTON MURCHISON FREIGHT)	FREIGHT FROM BUNNINGS	-38.50	
EFT13835	15/09/2017	GREENFIELD TECHNICAL SERVICES	ASSIST WITH PREPARATION, ANALYSIS & FOLLOW UP OF REQUEST FOR TENDER NO 16/17-3	-5401.17	
EFT13836	15/09/2017	HIP POCKET WORK WEAR (GERALDTON TROPHY CENTRE)	2 X TROPHIES (ENGRAVING INCLUDED) FOR FESTIVAL	-31.00	
EFT13837	15/09/2017	HOLLY'S CLEAN 'N GREEN TRUST	DEPOT FLOOR STRIP AND SEAL + VARIOUS CLEANING(OFFICE, TOILETS, YC, GYM)FOR SEPTEMBER	-4075.50	
EFT13838	15/09/2017	IXOM OPERATIONS PTY LTD (ORICA)	MONTHLY FEE FOR CHLORINE GAS AT THE SWIMMING POOL AUGUST 17	-84.57	
EFT13839	15/09/2017	JASON SIGNSMAKERS	SHIRE OF MEEKATHARRA SIGN FOR OUTSIDE OFFICE	-1359.60	
EFT13840	15/09/2017	KOTT GUNNING LAWYERS	PROVIDE ADVICE AND ASSISTANCE ON GRANICH PARTNERS LETTER OF 26 MAY 17	-4832.08	
EFT13841	15/09/2017	LEEDERVILLE CAMERAS	1 X GPS CAMERA, TG-5 INCLUDING FREIGHT	-601.00	
EFT13842	15/09/2017	MARKETFORCE PTY LTD	ADVERT IN MID-WEST TIMES 23/8/17 - MT GOULD POLICE STATION RESTORATION	-155.68	
EFT13843	15/09/2017	MEEKATHARRA CORNER STORE	VARIOUS PURCHASES	-435.35	
EFT13844	15/09/2017	MEEKATHARRA RACE CLUB	DONATION TO MEEKATHARRA RACE CLUB FOR 2017/18	-3300.00	
EFT13845	15/09/2017	MMM WA PTY LTD	REPAIR BITUMEN SEAL ON MURCHISON DOWNS RD AND TOWN STREETS AND PAVING ON MAIN ST	-19985.16	
EFT13846	15/09/2017	MURCHISON FABRICATION PTY LTD	LIFT BOTTOMS OF RAIL (RUSTED) AND REPLACE AS PER QUOTE Q0161B	-1760.00	
EFT13847	15/09/2017	NGE NORTHERN GOLDFIELDS EARTHMOVING	FLOOD DAMAGE REPAIRS VARIOUS ROADS	-230815.75	
EFT13848	15/09/2017	NORTHAMPTON GRADER HIRE	CARRY OUT MAINTENANCE GRADING ON MEEKATHARRA MOUNT CLERE RD FOR APPROX 40 KMS	-20886.25	
EFT13849	15/09/2017	OCEAN CENTRE HOTEL	2 NIGHTS ACCOMMODATION @ \$179 FOR CDO DURING COURSE ATTENDANCE	-418.50	
EFT13850	15/09/2017	OZOWNED SUPPLIES & SERVICES	CARPET CLEANING VARIOUS SHIRE PROPERTIES	-395.50	
EFT13851	15/09/2017	PATIENCE SANDLAND	CUBIC METERS GARDEN MIXES RIVER LOAM MANURE MIX	-1732.50	
EFT13852	15/09/2017	PERFECT COMPUTER SOLUTIONS PTY LTD (PCS)	2 X NEW COMPUTERS; 1 FOR CONSULTANT & 1 FOR PROJECT OFFICER	-2215.00	
EFT13853	15/09/2017	PSA PARTS PTY LTD (DURACELL DIRECT)	20X DOUBLE PACK DL CR2 ULTRA LITHIUM BATTERIES FOR CYBER KEYS INCL FREIGHT	-382.58	
EFT13854	15/09/2017	REFUEL AUSTRALIA (GERALDTON FUEL COMPANY)	VARIOUS FUEL CARD PURCHASES AUG 17	-2117.07	
EFT13855	15/09/2017	RENZ AUSTRALIA PTY LTD	1 X ROLL (100 BAGS) OF EXTRA LARGE REUSABLE SHREDDER BAGS	-85.80	
EFT13856	15/09/2017	ROSS HADLEY	LABOUR FOR WALKTRAIL LOOKOUT	-1422.00	
EFT13857	15/09/2017	S&K ELECTRICAL CONTRACTING PTY LTD	REPLACE BLOWN GLOBE ON TOWER 2 AT AIRPORT	-255.20	
EFT13858	15/09/2017	SKIPPERS AVIATION PTY LTD	8 X FLIGHTS PERTH TO MEEKATHARRA FOR CURTIN UNI VOLUNTEERS FOR OUTBACK FESTIVAL	-3712.00	
EFT13859	15/09/2017	SPOTLIGHT STORES P/L	CONSUMABLES/DECORATIONS FOR OUTBACK FESTIVAL AND BALL	-498.94	
EFT13860	15/09/2017	TOLL EXPRESS	VARIOUS FREIGHT TO OFFICE AUGUST	-134.98	

MINUTES OF THE ORDINARY COUNCIL MEETING HELD ON SATURDAY 21 OCTOBER 2017

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SHIRE OF MEEKATHARRA

Accounts Due and Paid under Delegated Authority and Submitted to Council on the
21-Oct-17

			MUNI	AIR BP	TRUST
EFT13861	15/09/2017 WAJON PUBLISHING COMPANY	10X SPRING WILD FLOWER BOOKLETS PART 1 ONLY	-142.00		
EFT13862	15/09/2017 WESTERN AUSTRALIA SHOWBAG SERVICES P/L	250 X VARIOUS SHOWBAGS FOR OUTBACK FESTIVAL	-1148.00		
EFT13863	15/09/2017 WESTRAC EQUIPMENT	TEETH FOR 2011 950HSW CATERPILLAR WHEEL LOADER	-2352.06		
EFT13864	15/09/2017 WINC AUSTRALIA PTY LIMITED (STAPLES)	STATIONERY ORDER FOR AUGUST 2017	-715.26		
EFT13865	19/09/2017 AUSKI INLAND MOTEL	ACCOMMODATION AND MEALS FOR AERODROME MANAGEMENT SERVICES	-211.00		
EFT13866	19/09/2017 DA DOO RON RON-DJ ENTERTAINMENT	DJ COSTS FOR 2017 FESTIVAL (SHIRE'S SHARE)	-2400.00		
EFT13867	19/09/2017 EASIFLEET (EASI SALARY)	ADRIAN BAUMGARTEN NOVATED LEASE FORTNIGHT ENDING 23/8/17	-648.64		
EFT13868	19/09/2017 KATIE HARTRICK	VARIOUS GRAPHIC DESIGN FOR OUTBACK FESTIVAL POSTERS	-480.00		
EFT13869	22/09/2017 PIVOTEL SATELLITE PTY LTD - GLOBAL STAR	REPAIRS TO IRIDIUM 9555 BROKEN AERIAL AS PER REPAIR JOB REFERENCE 20170214	-460.00		
EFT13870	26/09/2017 DALLCON (DALWALLINU CONCRETE) PTY LTD	SUPPLY AND DELIVERY OF REINFORCED CONCRETE BOX CULVERTS LANDOR ROAD	-14751.00		
EFT13871	26/09/2017 ROGER TOY	PAINT EXTERNAL AIRPORT RESIDENCE AS PER QUOTE	-13710.00		
EFT13872	26/09/2017 ROSS HADLEY	REMOVE SLABS AND RELAY BACK PATIO 206 HILL STREET	-2556.00		
EFT13873	26/09/2017 WILD WEST ENTERTAINMENT	WILD WEST AMUSEMENTS FOR FESTIVAL	-10000.00		
EFT13874	29/09/2017 S&K ELECTRICAL CONTRACTING PTY LTD	UPGRADE ELECTRICAL FEED AND SWITCH BOARD AT COMPLEX	-26447.30		
25522	06/09/2017 ALCHEMY RESOURCES (THREE RIVERS) PTY LTD	Rates refund for assessment A6288 P52/1200 PEAK HILL GOLD FIELD MEEKATHARRA WA 6642	-342.49		
25523	06/09/2017 PEPINNINI ROBINSON RANGE PTY LTD	Rates refund for assessment A5574 E52/1670 PEAK HILL GOLD FIELD PEAK HILL	-249.53		
25524	15/09/2017 HORIZON POWER	ELECTRICITY CHARGES 1/8/17 - 31/8/17	-10179.46		
25525	15/09/2017 P.S.CHESTER & SON	SUPPLY SLIDING GLASS DOOR FOR LOT 204 HILL STREET + TOPS FOR COMPUTER BENCH AT YC	-4867.45		
25526	15/09/2017 TELSTRA CORPORATION LIMITED	MOBILE TELEPHONE CHARGES - AUG 17	-247.50		
25527	15/09/2017 WATER CORPORATION	WATER CHARGES - FOR 294 HILL ST AND STOCKYARD 9/8/17 - 21/8/17	-103.87		
DD12171.1	06/09/2017 WA SUPER	Payroll deductions	-6110.47		
DD12171.2	06/09/2017 AUSTRALIAN ETHICAL SUPER	Superannuation contributions	-950.59		
DD12171.3	06/09/2017 AMP RETIREMENT TRUST	Superannuation contributions	-233.30		
DD12171.4	06/09/2017 AUSTRALIAN EXECUTOR TRUSTEES	Superannuation contributions	-401.92		
DD12171.5	06/09/2017 BT SUPER FOR LIFE	Superannuation contributions	-236.26		
DD12171.6	06/09/2017 AUSTRALIAN SUPER	Superannuation contributions	-200.96		
DD12171.7	06/09/2017 HOSTPLUS	Superannuation contributions	-197.62		
DD12171.8	06/09/2017 CBUS ADMINISTRATION	Superannuation contributions	-203.98		
DD12171.9	06/09/2017 COLONIAL FIRST STATE	Superannuation contributions	-182.69		
			-\$ 728,452.17	\$ -	\$ -

TOTALLING \$728,452.17 AND WAS SUBMITTED TO EACH MEMBER OF COUNCIL ON THE 21/10/2017 AND WHICH HAVE BEEN DULY CERTIFIED
AS TO THE RECEIPT OF GOODS AND THE RETENTION OF SERVICES AS TO THE COSTING AND ARE AMOUNTS PAID.

ROY McClymont
CHIEF EXECUTIVE OFFICER

9.3 ADMINISTRATION

9.4 COMMUNITY DEVELOPMENT

Title/Subject:	LEASE - RED SANDBOX – YULELLA ABORIGINAL CORPORATION
Agenda/Minute Number:	9.4.1
Applicant:	Yulella Aboriginal Corporation
File Ref:	ADM081
Disclosure of Interest:	Nil
Date of Report:	5 October 2017
Author:	Geoffrey Carberry Community and Development Services Manager
Senior Officer:	Roy McClymont Chief Executive Officer


Signature of Author


Signature Senior Officer

Summary/Matter for Consideration:

This item is for Council to consider an application by Yulella Aboriginal Corporation to lease the Red Sandbox facility.

Attachments

Lease request
Proposed Lease (draft)

Background:

The Red Sandbox facility was formally leased as part of a tripartite agreement to the United Church. The United Church allowed other groups to use the facility in an attempt to benefit the wider community.

The lease was relinquished as of December 31st 2015 but approval had to be sort from the third party to dissolve the tripartite agreement.

The original tripartite agreement has now been dissolved and the property is unencumbered in regards to that agreement.

In May 2016, following an application by Mr Parker of the Growth Church, Council resolved:

“That Council;

- approves the lease of the Red Sandbox Facility, subject to the approval of the Minister for Lands, to the Growth Church for the purposes as indicated in the application and in accordance with the draft lease as attached. An annual rental fee of \$1.00 including GST shall be payable. The term of the lease shall be 2 years with an option, if agreed by both parties, of a further 2 year.*
- permission is granted for the Chief Executive Officer is to sign the lease on behalf of Council.*
- authorises the affixing of the Shire Seal.”*

The lease of the premises was subsequently cancelled in May 2017 giving the required 90 days’ notice.

The facility is located on Reserve 46944 which has a purpose of Child Health, Children.

The Shire of Meekatharra holds lease of the reserve for 21 years commencing 1 January 2003.

Section 5.5 (a) (i) of the lease requires Ministerial Approval for subletting of or sharing the premises.

Comment:

During the time the lease was held by Mr Parker a child care group was run from the facility. This group was funded by Yulella Aboriginal Corporation.

Following the cancellation of the lease the Yulella Aboriginal Corporation expressed a desire to lease the premises if it became available.

Without understanding the lease requirements the Yulella program was further extended to include other community based activities.

During the lease period a number of issues arose.

- A set of keys went missing and have only recently been returned to the Shire
- Two break ins occurred causing damage to 2 doors – Satisfactorily repaired.
- Damage to glass in door facing Darlot St. – Satisfactorily repaired.
- Damage (Holes) in window facing Darlot St. - Satisfactorily repaired.

Accounts for utilities are also outstanding, Mr Parker has advised these will be paid.

Local Government (Functions and General) Regulations 1996 R30 (2) (b) exempts the land from the need to advertise or limit the lease if the land is disposed of to a body, whether incorporated or not —

- (i) the objects of which are of a charitable, benevolent, religious, cultural, educational, recreational, sporting or other like nature; and
- (ii) the members of which are not entitled or permitted to receive any pecuniary profit from the body's transactions;

The Yulella Aboriginal Corporation's intended uses are fit for purpose, with legal advice provided by Kott Gunning lawyers indicating that they are exempt from the requirement for advertising.

Council may choose to approve the lease which will require Ministerial approval.

History has shown it is better to have the building in use than leaving it vacant.

Consultation:

D Curley – Applicant Representative

L Evans – Applicant Chief Executive Officer

Statutory Environment:

Local Government Act 1995 S3.58

Local Government (Functions and General) Regulations 1996 R30 (2) (b)

Land Administration Act 1997 (WA)

Policy Implications:

Nil

Budget/Financial Implications:

The 2017/2018 budget does not provide for an income from this facility. Council may choose to make the facility available at a peppercorn rent or set a fee.

The lease payment for the use of the reserve is currently \$500.00 per annum.

Other charges applicable to this site are Emergency Services Levy - \$75 and Rubbish Charges being \$329.00.

Rates are not currently raised on the property but would equate to \$785.60 per annum.

Strategic Implications:

Strategic Plan 2012-22. Key Result Area - Social – Building a sense of community

Voting Requirements:

Simple Majority

Officers Recommended Options:

Option A

That Council;

- **Approves the lease of the Red Sandbox Facility, subject to the approval of the Minister for Lands, to the Yulella Aboriginal Corporation for the purposes as indicated in the application and in accordance with the draft lease as attached. An annual lease fee of \$_____including GST shall be payable. The term of the lease shall be 1 year with an option, if agreed by both parties, of a further 2 years.**
- **A bond of five hundred (\$500) shall be payable.**
- **Permission is granted for the Chief Executive Officer is to sign the lease on behalf of Council.**
- **Authorises the affixing of the Shire Seal.**

OR

Option B

That Council declines the request to lease the Red Sandbox facility and requests staff to advertise the availability of the facility for use as a child care facility.

Council Resolution:

Moved: Cr PS Clancy

Seconded: Cr DK Hodder

That Council adopt “Option A” as presented and set the Annual lease fee at \$1000 including GST.

CARRIED 6/0



848 MARMONT ST
MEEKATHARRA
P.O. Box 107
MEEKATHARRA

PH. 0899 801 339
FAX. 0899 801 341
E-MAIL: RECEPTION@YULELLA.ORG.AU

12th September 2017

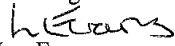
Dear Jeff,

I am writing this letter to request that Yulella Incorporated extend the lease for the Red Sandbox for a further 12 months. The building has been used for the delivery of services for Women on the Move. This program works with women job seekers in the mornings delivering activities for the women to become job ready. The afternoon session is for women with young children and is run as a playgroup offering activities that are age appropriate and that encourage carer and child to participate in together. Over the next 12 months we are hoping to engage with the school and offer the program to pre-schoolers.

The Red Sandbox is integral to the success of these programs being delivered to the local community and Yulella has equipped the building to meet the needs of both the women's group and the playgroup. The Women's session is between 9am and 12 noon with the playgroup operating between 2pm and 4pm.

I believe the building has been leased on a peppercorn rent and request that this arrangement be continued. Should you require any further information don't hesitate in contacting me on 0408900433 or ceo@yulella.org.au.

Kind regards


Les Evans
CEO
Yulella Incorporated

AGREEMENT

BETWEEN

Shire of Meekatharra

AND

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1. INTRODUCTION

THIS AGREEMENT is made the day of 20 BETWEEN THE

SHIRE OF MEEKATHARRA (hereinafter called the Shire) and

(hereinafter
referred to as "the Lessee")

NOW THIS AGREEMENT WITNESSES that the parties hereto hereby covenant, agree and declare as follows:

2. WHEREAS:

- 1) The Reserve, portion of Reserve No 46944, is vested in the Shire and a Child Care Centre has been constructed thereon by the Shire.
- 2) The Shire has agreed with the Lessee that the Lessee may occupy the centre for the purposes and subject to the conditions set out in this Agreement.

3 TERM

This Agreement is for a term of years from the day of 20 and may be renewed for a further term or terms by agreement between the parties hereto PROVIDED ALWAYS that if either party wishes to terminate this Agreement either at the expiration of the said term or any further term then the party shall give 90 days written notice of termination to the other.

4. PAYMENT PROVISIONS

4.1 *Payment of Accounts and Charges*

The Lessee shall pay punctually all electricity, water, ESL and rubbish charges as required.

4.2 *Payment of Lease Fees*

The Lessee shall pay the Lease fee as set for the term of the lease.
This fee shall be reviewed as part of Councils annual budget process.

The fee payable is \$_____ per annum.

A bond of \$500 shall be payable, which shall be refundable subject to all accounts having been paid and the building returned in a satisfactory condition.

5. MAINTENANCE

5.1 Maintenance of the Child Care Centre Building

The Lessee shall keep and maintain the Child Care Centre in good and substantial repair, order and condition and in a clean and neat and sanitary condition to the satisfaction of the Shire.

The Shire may make provision in its budget for the cost of major maintenance and repairs to the Child Care Centre. It is the responsibility of the Lessee to ensure that sufficient information is provided to the Shire on or around March of each year to enable the Shire to consider such requests.

The Lessee shall maintain a current inventory of furniture and equipment at all times.

The Lessee shall not be liable to remedy structural or inherent defects in the Child Care Centre except to the extent that any act or omission by the Lessee or any of its employees, agents, delegates or visitors has exacerbated or contributed to that structural or inherent defect.

5.2 Maintenance of Outdoor Areas

The Lessee shall keep and maintain the fenced part of the reserve surrounding the Child Care Centre in a safe, clean and neat condition to the satisfaction of the Shire. The Lessee is to take all reasonable steps to ensure that all playground equipment situated on or in the Child Care Centre premises and/or boundaries from time to time is as safe as is practicable having regard to the function of that playground and the ages of the children likely to use the playground. Without limiting the obligations of the Lessee under this clause, the Lessee must use its best endeavours to detect and repair as soon as possible any deterioration (whether due to wear and tear, vandalism or otherwise) of any part of a playground.

5.3 Itemised Responsibilities

The Lessee shall be responsible for ensuring that the following tasks are undertaken as required:

- a) internal and external cleaning of all areas;
- b) maintenance of lawns and gardens;
- c) cleaning and repair of gutters;
- d) maintenance of security systems and payment of related costs;
- e) installation and maintenance of telephone system;
- f) installation and maintenance of operational items including computers, facsimile machines, photocopiers, refrigerators, microwave ovens;
- g) cleaning and repairs to windows and window treatments, conditioner filters, leaking taps, light bulbs, faulty switches, fuses;
- h) annual maintenance and repairs to air conditioners;
- i) repairs to doors, tiles, floor coverings, furniture and fixtures;
- j) maintenance and repair of playground equipment;
- k) maintenance of shade areas, fences and gates;
- l) touch up painting, internal and external;
- m) correction of damage resulting from illegal acts including vandalism and graffiti;
- n) repairs and maintenance to hot water systems;

If required, the following items will be considered for funding by the Shire subject to inspection by the Shire and reasonable request:

- a) correction of structural problems;
- b) major painting, internal and external;
- c) replacement of floor coverings;

- d) provision of shade areas;
- e) provision of lighting and fences for security;
- f) replacement of heating and air conditioning systems;
- g) replacement of gutters;
- h) major car park repairs;
- i) installation and maintenance of residual current devices;
- k replacement of hot water system;
- l) replacement of stove;
- m) installation and maintenance of automatic grounds reticulation (if applicable);

6. INDEMNITY AND INSURANCE

6.1 Third Party Indemnity

The Lessee shall indemnify and keep the Shire indemnified against all actions, suits, proceedings, claims, demands, costs and expenses whatsoever which may be taken or made against or incurred by the Shire or the Lessee as a result of the use of the Child Care Centre by the Lessee, its employees, or assigns.

6.2 Insurance

The Shire is responsible for maintaining an insurance policy for loss or damage to the Child Care Centre by fire, storm, tempest, earthquake and any other risks from time to time nominated by the Shire in the full replacement value of the Child Care Centre.

The Shire is responsible for maintaining an insurance policy for loss or damage to the contents of or fixtures in the Child Care Centre.

The Lessee must maintain with insurers approved under the Insurance Act 1984

- a) a public liability policy for an amount of not less than TEN MILLION DOLLARS (\$10,000,000);
- b) The usual worker's compensation policy for all employees of the Lessee;

The Shire may maintain an insurance policy to protect voluntary workers at the Centre.

6.3 Breach of Insurance Condition

The Lessee shall not do or omit to do any act or thing or bring or keep anything in the Child Care Centre which might render the insurance on the Child Care Centre void or voidable.

7. USE OF PREMISES BY LESSEE

7.1 Definition of Service Purpose

The Child Care Centre is a service designated to providing child care for children under school age and if places are available for school aged children outside school hours.

7.2 Use of Centre

The Lessee shall only use or permit the centre to be used as a Child Care Centre for children or for associated activities and shall not use or permit the centre to be used for any other purposes PROVIDED ALWAYS that the centre may be used for some other purpose not incompatible with the use of the centre as a Child Care Centre at a time outside the hours the centre is open.

7.3 Alterations

The Lessee shall not:

- a) cause damage to the Child Care Centre; or
- b) without limiting its obligation under clause 7.3(a), cut, maim, injure or cause to be cut, maimed or injured any of the walls or timbers of the Child Care Centre; or
- c) alter or suffer to be made any alteration to the Child Care Centre.

Alterations to the Child Care Centre including fixed outdoor structures, must be approved in writing by the Shire prior to commencement of work.

7.4 Nuisance

The Lessee shall not conduct or permit to be conducted any activity within the Child Care Centre premises and/or boundaries, which may in the reasonable opinion of the Shire be or become a nuisance or disturbance to the Shire or any local resident or the general public.

7.5 Signage

The Lessee shall not exhibit or permit upon any part of the centre or the reserve any placard, poster, sign, board or other advertisement except as previously approved by the Shire.

7.6 Vacating the Premises

The Lessee must leave the Child Care Centre in a clean and tidy condition on vacating the premises.

8. EVENT OF DEFAULT AND TERMINATION

8.1 Event of Default

This agreement may be terminated by the Shire, with immediate effect, in the following circumstances:

- a) when the Lessee commits a breach of the Agreement which cannot be remedied; or
- b) when the Lessee commits a breach of the Agreement which can be remedied and the Lessee fails to remedy that default within a certain period

- after the Shire notifies the Lessee that the Shire requires the default to be remedied; or
- c) the Lessee is convicted by any court of a criminal act or omission; or
- d) the Lessee becomes subject to any form of insolvency administration.

8.2 Notice of Intention to Terminate

Either party may terminate this Agreement, without reason, at any time during its term by ninety days written notice to the other party to this effect.

8.3 Action upon Termination

The Lessee will vacate the Child Care Centre immediately this Agreement is terminated and leave the premises in a clean and sanitary condition.

9. DISPUTE RESOLUTION

9.1 Resolution by Parties

If a difference or dispute arises at any time between the Shire and the Lessee then the Shire and the Lessee shall use all endeavours to settle the difference or dispute amicably in discussion with each other.

9.2 Notice of Dispute and Response

If after discussion regarding a dispute, under Clause 9.1, the dispute remains unresolved after 10 business days either party may give the other party Notice of the Dispute in writing within 10 business days of the discussion and failure to resolve the dispute setting out the details of the dispute. The party receiving the Notice of Dispute shall acknowledge the Notice and respond in writing to the matters raised in the Notice within 10 business days.

9.3 Arbitration of Dispute

If the parties are unable to resolve a dispute then the dispute will be referred by the Shire to an independent arbitrator agreed by both parties. The resolution reached by the arbitrator will be binding on both parties.

10. RIGHTS

The Shire grants the Lessee the use of the building for the purpose of operating a Child Care Centre.

11.CONDITIONS

The conditions upon which the above Agreement and rights are granted are as follows:

11.1 Use of Centre

The Lessee shall only use or permit the centre to be used as a Child Care Centre for children or for associated activities and shall not use or permit the centre to be used for any other purpose PROVIDED ALWAYS that the centre may be used for some other purpose not incompatible with the use of the centre as a Child Care Centre at a time outside the hours the centre is open.

11.2 Accounts

The Lessee shall keep all necessary and proper books of account for the operation of the Centre in accordance with accepted accounting standards.

11.3 Responsibility for Employees

The Lessee shall employ and be responsible for all staff at the centre or claim resulting from their employment.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first hereinbefore written.

THE COMMON SEAL of)
The Shire of Meekatharra)
 hereunto affixed in the presence of:)

.....
President

.....
Chief Executive Officer


Signed for and on behalf of:

)

.....

.....

Title/Subject: RENEWAL OF ANDY WELL LEASE WITH REQUESTED VARIATIONS
Agenda/Minute Number: 9.4.2
Applicant: Andy Well Mining Pty Ltd
File Ref: A4340
Disclosure of Interest: Nil
Date of Report: 6 September 2017
Author: Geoff Carberry
Corporate and Development Services Manager


Signature of Author

Senior Officer: Roy McClymont
Chief Executive Officer


Signature Senior Officer

Summary/Matter for Consideration:

Council to consider requested variations to the lease contract between Shire of Meekatharra and Andy Well Mining Pty Ltd for the portion of Lot 1017 being an Accommodation Village.

Attachments:

Request document

Background:

At the Ordinary Council meeting held in July 2011 Council resolved that:

- “2a. The portion of Lot 1017, Meekatharra that has been zoned for “Special Site – Accommodation Village” be leased to Doray Minerals Limited for the purpose of constructing and operating an Accommodation Village.*
 - b. The lease of a portion of Lot 1017 by the Shire of Meekatharra to Doray Minerals Ltd is to be for an initial five year period with two additional optional periods of 5 years each (possibly 15 years in total).*
 - c. Three independent Lease valuations are to be used as the basis for the annual lease fee.*
 - d. If Doray Minerals Limited choose not to renew the lease or decide to cease operation of the accommodation village that Doray Minerals Limited are to give the Shire of Meekatharra the First Right of Refusal to purchase the village at the agreed scrap value of the individual buildings as determined by three independent valuations. Councils agreement is subject to Public Advertising being undertaken with no compelling objection being received and further negotiating with Doray Minerals Limited.*
- 3. Staff are authorised to engage one Valuer to provide Council and Doray Minerals Limited with a valuation of the portion of Lot 1017 zoned for “Special Site – Accommodation Village”. Doray Minerals Limited is to provide Council with copies of two other independent valuations at Doray Minerals Limited expense.*
 - 4. After receipt of all three valuations staff are authorised in consultation with Shire President and Deputy Shire President to enter into negotiations with Doray*

Minerals Limited to decide on various terms and conditions. These include but are not limited to:

- a. Who is responsible for the creation of the lease agreement? Council or Doray Minerals Limited.*
- b. The amount of the annual Lease Fee.*
- c. Method for factoring in of inflation for the Lease Fee.*

5. An advertisement in accordance with section 3.58 of the Local Government Act be prepared and contain the required statutory information.

6. At the close of the required fourteen day period staff will prepare a further agenda item for Councils consideration.”

At the ordinary meeting of Council 18 January 2012 Council resolved:

“That Council:

- 1. Approves the lease between the Shire of Meekatharra and Doray Minerals Limited for portion of Lot 1017. The rental lease fee being \$80,000 per annum with annual inflationary adjustments as per Consumer Price Index (Perth).*
- 2. Proceeds with having Meehan Street, Meekatharra extended to allow access to Lot 1017.*
- 3. Pursues the extension of Reserve 40846 as per drawing attached. The Reserve is for the purpose of an Effluent Disposal Site. Increasing the size from approximately 7200 square meters to approximately 39000 square meters.*
- 4. Authorises staff to proceed with negotiation of the lease document with the final agreed draft to be presented to Council for approval.*
- 5. Acknowledges and accepts Doray’s offer to contribute \$25,000 per annum to a community development fund.”*

In addition there has been a name change for the lessee to Andy Well Mining Pty Ltd and a declared interest by Westpac Banking Corporation.

Comments:

The current lease expired 30th June 2017, but does have an option for two additional terms of five years.

In July 2017 the lessee was contacted as no correspondence was received to exercise the optional term.

In August 2017 the Shire was verbally advised of the intention to place the Andy Well mine into “care and maintenance”. At that stage the use and future of the camp (leased area) was still to be decided. Discussions were also held regarding the Doray Meekatharra Community Trust and its format going forward.

Whilst this request is an extension of the current lease a new lease document has been provided by the applicant to include the requested changes.

Most changes in the document relate to former name changes and do not reflect any change of conditions.

The term of the first optional period is 1 July 2017 to 30 June 2022 with an additional optional term of a further five years.

The fee for 2017/2018 is \$87,200 per annum excluding GST with provision for CPI raises for the remainder of the term.

Item 7 of the document relates to the Charitable Community Fund, currently the annual figure to be placed into the fund is \$25000. Up to 30 June 2017 \$37,984.30 has not been able to be distributed due to the lack of applications or applications not meeting the qualification requirements.

It is requested that Item 7 be amended to read:

“Provided that the tenant’s mining operation is producing gold in commercial quantities as at the relevant anniversary of the Commencement Date during the term and any extended term, as the case may be.

- a. The tenant agrees to pay in addition to the Rent payable under this Lease, an amount of \$15,000 per annum to the Charitable Community Trust, which has been established for the specific purpose of the improvement of the Meekatharra Community through grants to the community member, clubs or groups.*
- b. That the contribution amount will be payable on the first day of each year of the lease term beginning on the Commencement Date for the term and during any extension or renewal term; and*
- c. Any fund remaining in the Charitable Community Fund that have not been allocated to a community improvement after a 12 months of being deposited, will be made available for sponsorship of Meekatharra community or club events subject to the approval by the trust group.”*

The reduced amount paid into the trust reflects lack of applications in recent times. Clause “c” is new and allows for the money to be used outside of the normal trust guidelines.

In effect this may take the place of sponsorship requests being made to the company on an annual basis whilst the mining activities are in abeyance.

Doray have indicated that another area at the Andy Well site may be in production in 6-12 months’ time and they have recently applied for Mining lease 51/882 which covers a different area.

Item 8.8 is a new clause which allows the tenant to give 12 months’ notice of termination, something that was not available in the original lease.

Whilst “commercial quantities” may be hard to define the stated intent

“is that on the 1st July in each year, if the Andy Well mine was producing gold, then it is committed to contributing to the trust account regardless of profitability. I was looking for a mechanism that wasn’t complicated given the mine may be in various states of operation throughout any given year. For example, this year the mine site may only be operational for 4 months of that 12 month period but it will still pay the full amount.”

Consultation:

Chief Executive Officer – Roy McClymont
Chad Moloney –Doray Minerals Limited

Statutory Environment:

Local Government Act 1995 Section 3.58

Policy Implications:

Nil

Budget/Financial Implications:

The lease fee has been paid in advance for 2017/2018. Future outcome will depend on Councils considerations and viability of mining operations.

Strategic Implications:

Nil

Voting Requirements:

Simple Majority

Officers Recommendation / Council Resolution:

Moved: Cr PS Clancy

Seconded: Cr AJ Binsiar

That Council:

1. Approves the lease between the Shire of Meekatharra and Andy Well Mining Pty Limited for portion of Lot 1017. The rental lease fee being \$87,200 per annum with annual inflationary adjustments as per Consumer Price Index (Perth).
2. Approves the change in contributions to be made to the Charitable Community Trust.
3. Agrees to the change of conditions as to the disbursement of uncommitted Charitable Community Trust funds held in excess of 12 months.
4. Agrees to the inclusion of "item 8.8 Early Termination with Notice" being included in the lease, retaining the right of first acceptance/refusal for the purchase of the tenants improvements as per item 8.6, upon termination of the lease.

CARRIED 6/0

FORM L1

FORM APPROVED

No. B4700

WESTERN AUSTRALIA

TRANSFER OF LAND ACT 1893 AS AMENDED

LEASE

DESCRIPTION OF LAND (Note 1)

Portion of Lot 1017 on Deposited Plan 191736 being an area of approximately 67,300 square metres as delineated on the Plan annexed hereto

EXTENT

Part

VOLUME

2048

FOLIO

644

LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS (Note 2)

Nil

ESTATE AND INTEREST

Fee Simple

LESSOR (Note 3)

Shire of Meekatharra of PO Box 129, Meekatharra

LESSEE (Note 4)

ANDY WELL MINING PTY LIMITED (ABN 68 158 108 895) of Level 1, 1292 Hay Street, West Perth

TERM OF LEASE (Note 5)

Five (5) years commencing on 1 July 2017 and expiring on 30 June 2022, together with an option to renew the term for an additional five (5) years

Commencing from the

day of

July

2017

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

for the above term for the clear yearly rental of (Note 7) See clause 3 and Item 4 of Schedule 1 of the lease payable (Note 8) See clause 3 of the lease

Subject to the covenants and powers implied under the Transfer of Land Act 1893 as amended (unless hereby negated or modified) and also to the covenants and conditions contained herein

The following covenants by the lessee are to be construed according to section ninety - four of the Transfer of Land Act 1893 as amended (Note 9)

Lease terms follow.

SHIRE OF MEEKATHARRA
(Landlord)

-AND-

ANDY WELL MINING PTY LIMITED
(ABN 68 158 108 895)
(Tenant)

LEASE OF LAND
PORTION OF LOT 1017, MEEKATHARRA

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SCHEDULES

EXECUTION

PLAN

LEASE

THIS LEASE is made the 1st day of July 2017

BETWEEN

SHIRE OF MEEKATHARRA of PO Box 129, Meekatharra, Western Australia (**Landlord**) AND

ANDY WELL MINING PTY LIMITED (ABN 68 158 108 895) of Level 1, 1292 Hay Street, West Perth, Western Australia (**Tenant**)

RECITALS

- A. The Landlord is registered as the proprietor or is entitled to be registered as the proprietor of an estate in fee simple of the Land.
- B. The Tenant is the owner-operator of the Andy Well Mining Project.
- C. At the request of the Tenant, the Landlord has agreed to lease and the Tenant has agreed to take a lease of the Premises for the term and at the Rent and on the terms and conditions contained in this Lease.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this document unless the contrary intention appears:

Accommodation Village means the accommodation and ancillary buildings and facilities for the purpose of meeting the living requirements of employees and contractors of the Tenant, on the Premises, including the provision of a mess hall, recreation and ablution facilities, but excludes any form of wet mess or retail outlets for the sale of alcohol;

Authorized Persons means an agent, employee, licensee, contractor, or invitee of the Tenant, any person visiting the Premises with the express or implied consent of the Tenant, and any person claiming through the Tenant;

Authority includes a government, a local, statutory or public authority, and a person entitled to carry out a statutory function;

Business Day means a day (not including a Saturday or a Sunday) on which the major trading banks are open for business in Western Australia;

Claim means, in relation to any person, a claim, action, proceeding, judgement, damage, expense or liability incurred by or against the person, whether present, unascertained, immediate, future, contingent, direct or indirect;

Commencement Date means the date described in **Item 3 of Schedule 1**;

Consideration has the meaning given in the GST Act;

Default GST means penalties, fines, interest, and additional payments required or imposed under the GST Act as a result of the non-payment or late payment of GST under the GST Act;

Extended Term means the period, or periods, specified in **Item 5 of Schedule 1**;

Financial Year means the period from 1 July to 30 June in each year of the Term;

GST means a goods and services tax, consumption tax, value added tax, retail turnover tax or a tax of a similar nature;

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

Input Tax Credit has the meaning given in the GST Act;

Interest Rate means the rate of interest referred to in **clause 4.5**;

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

Landlord's Fixtures means the Landlord's fixtures and fittings in or on the Premises and any Tenant's Improvements which are re-classified as Landlord's Fixtures in accordance with this Lease;

Lease means, depending on the particular context:

- (a) this Lease;
- (b) the Leasehold estate created on the signing or registration of this Lease;
- (c) any other legal or equitable interest arising from either or both of:
 - (i) entry into possession of the Premises; or
 - (ii) the payment or acceptance of money for the right to occupy and use the Premises, or
- (d) any holding-over period created under the terms of **clause 2.3**;

Operating Costs means all amounts paid by the Landlord or for the payment of which the Landlord may be or become liable in respect of the Land and Services provided or supplied thereto and not being the direct responsibility of the Tenant pursuant to this Lease, including:

- (a) costs associated with maintenance and insurance of plant and equipment used in connection with the provision of Services and facilities (i.e. the water supply, drainage, sewerage, gas and electrical fixtures, fittings or appliances, in or on the Land or the Premises);
- (b) every cost the Landlord reasonably incurs in respect of insurance for the Land,

but excluding all costs incurred by the Landlord for services or facilities it is required to provide in its capacity as a local government authority;

Parties means the Landlord and the Tenant, and **Party** is a reference to any one of them as the context requires;

Permitted Use means the use specified in **Item 6 of Schedule 1**; **Premises**

means the portion of the Land specified in **Item 2 of Schedule 1**;

Primary Payment means the payment by the Tenant to the Landlord of any Rent, Operating Costs or other amount payable by the Tenant to the Landlord under this Lease;

Property Law Act means the *Property Law Act 1969* (WA);

Rates and Taxes means any amount charged or assessed against the Land, the Tenant or the Landlord in respect of the ownership, occupation or use of the Land by any Authority and includes each of the following:

- (a) council rates and charges together with all rubbish removal rates and charges;
- (b) land tax and metropolitan improvement tax on a single holding basis; and
- (c) water, drainage and sewerage rates and service charges including meter rents, charges for the disposal of stormwater and water consumption;

Rent Review Dates means each of the Dates specified in **Item 4(c) In Schedule 1**;

Services means any telecommunication, electricity, gas, oil, fuel, water or other similar commodity, facility or service in, to or on the Premises or otherwise serving the Premises or, where applicable, any other part of the Land;

Rent means the Rent described in **Item 4 of Schedule 1** as varied from time to time;

Taxable Supply has the meaning in the GST Act;

Tax Invoice has the meaning in the GST Act;

Tenant's Improvements means buildings, structures, fixtures, furniture, fittings and

effects on the Premises that are owned, hired or leased by the Tenant and includes fixtures, furniture, fittings and effects of any persons occupying dwellings on the Premises;

Tenant's Obligations means each covenant, obligation and duty contained or implied in this Lease or required by law to be performed by the Tenant or any Authorized Persons;

Tenant's Proportion means the proportion of the total Operating Costs that the area of the Premises bears to the total Land from time to time;

Term means the period between the Commencement and Termination Dates (inclusive) described in **Item 3 of Schedule 1** and any additional period consequent upon either the Tenant holding over or the exercise of an option of renewal;

Termination Date means the date specified in **Item 3 of Schedule 1** being the end of the initial Term or (as the context requires) any Extended Term; and

Value has the meaning given in the GST Act.

1.2 Interpretation

In this document unless the contrary intention appears:

- (a) a reference to a clause, schedule or annexure is a reference to a clause of or schedule or annexure to this document and references to this document include any recital, schedule or annexure;
- (b) a reference to this document or another instrument includes any variation or replacement of either of them;
- (c) headings and any table of contents or index are for convenience only and do not affect the interpretation;
- (d) 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;
- (e) the singular includes the plural, the plural includes the singular and any gender includes each other gender;
- (f) the word person includes an individual, a firm, a corporate entity, an unincorporated entity, a partnership, or government authority;
- (g) a reference to a person includes that person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (h) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally;
- (i) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;
- (j) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (k) where the day or last day for doing an action or for the payment of any money or on which any entitlement is due to arise or a notice is deemed served is not a Business Day, the day or last day for doing that action or payment of that money or on which that entitlement arises or notice is deemed served, is deemed to be the next Business Day;
- (l) where any requirement, calculation or payment of money might otherwise fall to be performed or paid on the 29th, 30th or 31st day of a month which does not contain such a date, then references are construed as reference to the last day of that month;
- (m) a day means the period of time commencing at midnight and ending 24 hours later;
- (n) a month means a calendar month;
- (o) a financial year means the period of time commencing on 1 July and ending on the next following 30 June;

- (p) a reference to currency is a reference to Australian currency;
- (q) including and other similar expressions do not imply any limitation;
- (r) no rule of construction of documents applies to the disadvantage of a Party on the basis that that Party put forward this document or any relevant part of it;
- (s) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of such word or phrase has a corresponding meaning; and
- (t) a reference to:
 - (i) a right includes a benefit, remedy, discretion, authority or power;
 - (ii) an obligation includes a warranty or representation;
 - (iii) a failure to observe or perform an obligation includes a breach of warranty or representation;
 - (iv) provisions or terms of this document include a reference to both express and implied provisions or terms;
 - (v) writing includes any means or mode of representing or reproducing words in a tangible and permanently visible form, and includes facsimile transmissions; and
 - (vi) signature and signing includes due execution by a corporation or other relevant entity.

2. GRANT AND TERM OF LEASE

2.1 Grant

The Landlord grants to the Tenant the right to possess and use the Premises for the Term stated in **Item 3 of Schedule 1** and under the provisions of the Lease.

2.2 Term

The term begins and ends on the dates stated in **Item 3 of Schedule 1** and includes each of those dates and also includes any additional period consequent upon either the Tenant holding over or the exercise of an option of renewal.

2.3 Holding Over

If the Tenant occupies the Premises after the end of this Lease with the Landlord's consent, the Tenant will do so as a tenant from month to month (**holding over**). Those Lease terms that are relevant will apply to the holding over and either the Landlord or the Tenant may end it by giving one month's written notice to the other expiring at any time.

2.4 Application of Lease

The Lease binds the Landlord's and Tenant's personal representatives and assignees, or if either or both of them are corporations, their successors and assignees, as if they were parties to it. The Landlord named and described in this Lease as the Landlord (**Original Landlord**) enters into this Lease to the intent to bind the Original Landlord and the registered proprietor of the Land from time to time. The Original Landlord will not be liable to the Tenant for damages for breach of covenant or in any other manner under this Lease, except in respect of those occurring while the Original Landlord remains the registered proprietor of the Land.

3. RENT

3.1 Rent

- (a) The Tenant must pay the Rent to the Landlord for the right to possess and use the Premises.
- (b) The Tenant must pay the Rent, whether demanded or not and without any deductions.
- (c) In the first year of this Lease, the annual Rent is the amount referred to in **Item 4**

of Schedule 1. In the second and following years, it is that amount varied in accordance with clause 3.2.

- (d) The Tenant must pay the Rent in advance by one single annual payment on the Commencement Date and on the anniversary thereof for each year of the Lease period. On termination of the Lease for any reason (excluding default by the Tenant), the Landlord must refund to the Tenant an amount of Rent equivalent to the proportion of the then unexpired lease year in which the Tenant will not occupy the Premises.

3.2 Review

The Rent may be reviewed by the Landlord on the Rent Review Dates in accordance with the provisions of **Schedule 2**.

4. OTHER PAYMENTS BY THE TENANT

4.1 Rates and Taxes

- (a) The Tenant must pay the Tenant's Proportion of all Rates and Taxes on demand. Any portion of Rates or Taxes paid by the Tenant in excess of the Tenant's Proportion must be refunded to the Tenant by the Landlord.
- (b) If the Tenant's Proportion of Rates and Taxes are assessed directly against the Tenant or the Premises, the Tenant must pay them by the due date for payment. At the beginning and end of the Lease, the Tenant must pay the daily pro rata proportion of the Rates and Taxes for any period that is less than the full rate or tax period. The Tenant must give the Landlord copies of assessments and receipts if the Landlord asks for them.
- (c) The Landlord must pay any rates, taxes and charges in respect of the Premises that the Tenant does not have to pay under the provisions of this Lease.

4.2 Services

The Tenant must promptly pay directly to the supplier concerned (or, if the Landlord so directs, to the Landlord) charges for the Services including water, gas, electricity and telecommunications. In default of any such payments the same may be paid by the Landlord at its option and are recoverable from the Tenant as overdue Rent.

4.3 Operating Costs

Unless otherwise agreed between the Parties, the Tenant must pay the Tenant's Proportion of the Operating Costs to the Landlord annually within 14 days of receipt of invoice from the Landlord. The first and last annual payments will be adjusted pro rata for the number of days of the Term that fall within each respective calendar year. On termination of the Lease for any reason (excluding default by the Tenant), the Landlord must refund to the Tenant an amount in respect of Operating Costs equivalent to the proportion of the then unexpired year in which the Tenant will not occupy the Premises but for which the Tenant has pre-paid Operating Costs.

4.4 Landlord's Cost of Default Notices

The Tenant must pay to the Landlord all reasonable costs, charges and expenses (including solicitors' costs (on a solicitor and own client basis) and surveyors' fees) for the purpose of or incidental to the preparation and service of any notice required to be served under the Property Law Act or otherwise under this Lease. This includes any notice under Section 81 of the Property Law Act requiring the Tenant to remedy a breach of any of the covenants in this Lease, even if forfeiture is avoided in a different manner than by relief granted by the Court.

4.5 Interest

- (a) The Tenant must pay interest to the Landlord:
 - (i) on any money due under this Lease; or
 - (ii) on any judgment for the Landlord in an action arising from this

Lease,

until all outstanding money and interest is paid in full.

- (b) Interest will accrue and be calculated daily at the then rate set by the Landlord's bank as its benchmark rate for overdrafts of \$100,000 or more.

4.6 Recovery of Cost of Default Repairs

Clause 4.4 also applies to all expenses incurred by the Landlord in completing any repairs or carrying out any works in respect of which the Tenant has failed to comply with any notice given by the Landlord under the Property Law Act or the Lease.

4.7 Costs of this Lease

Each party must pay their own costs for the negotiation, preparation and completion of this Lease. The Tenant must pay any fees, duties or taxes that are payable in respect of registration of the Lease with the WA Land Information Authority (**Landgate**).

5. INSURANCE

5.1 Policies

- (a) The Tenant must, at its own expense, take out and keep up to date insurance policies as described in **Item 7 of Schedule 1** over the Premises and Tenant's Improvements in the names of the Landlord and the Tenant or in the Tenant's name with the Landlord named as an interested party.
- (b) The insurance policies must be taken out with an insurance company approved by the Landlord (which approval will not be unreasonably withheld or delayed).
- (c) The Tenant must give certificates of currency of the policies described in **Item 7 of Schedule 1** to the Landlord before taking possession under this Lease.
- (d) Within seven (7) days of receiving any certificate of renewal or further policy, the Tenant must give a copy of it to the Landlord.
- (e) If requested by the Landlord (but not more than once in any Financial Year), the Tenant must show evidence of renewal of an expired policy to the Landlord.

5.2 Tenant Obligations

- (a) The Tenant must not do anything directly or indirectly that might make any insurance on or relating to the Premises void or voidable or which might increase the policy premium.
- (b) The Tenant must pay any increase in insurance premiums or charges incurred because of the Tenant's use of the Premises.
- (c) Use such of the proceeds of any insurance claim as is necessary to comply with the terms of clause 9.6 (in the event of continuation of the Lease) or clause 13.1 (in the event of the Lease coming to an end under clause 9.1) as is relevant.

5.3 Indemnity

The Tenant must indemnify the Landlord from and against all Claims which the Landlord may suffer or incur in connection with the loss of life and or personal injury to any person and/or damage to any property (whenever occurring):

- (a) arising from or out of any occurrence at the Premises;
- (b) arising from or out of the use by the Tenant of the Premises or any part thereof occasioned wholly or in part by any neglect or omission by the Tenant or by the servants, agents or lawful visitors of the Tenant using or upon the Premises.

5.4 Tenant's Risk

The Tenant occupies the Premises and uses the Premises at the Tenant's own risk.

5.5 Release of Landlord

The Landlord is not liable to the Tenant and the Tenant will not make a claim against the Landlord 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 or other event of a similar nature in or affecting the Premises, except to the

extent that the loss is directly attributable to the negligence or wilful act of the Landlord or the employees of the Landlord.

6. USE OF THE PREMISES

6.1 Permitted Use

The Tenant must only use the Premises for the Permitted Use.

6.2 No Landlord Representation

The Landlord does not represent that the:

- (a) Premises are suitable for the Permitted Use;
 - (b) Premises may lawfully be used for the Permitted Use; or
 - (c) zoning of the Land will allow the Premises to be used for the Permitted Use,
- and the Tenant agrees that, before signing this Lease, the Tenant made its own inquiries about zoning.

6.3 Restrictions on Tenant

The Tenant must not:

- (a) do or allow anything which may:
 - (i) cause loss or damage to the Premises; or
 - (ii) choke or otherwise damage sewerage connections, drains and fittings;
- (b) cause or allow any unduly loud noise or any other nuisance, disturbance or annoyance to be made in or to emanate from the Premises, taking into account the Permitted Use;
- (c) permit any rubbish to accumulate in the Premises unless confined in suitable containers.

7. MAINTENANCE AND REPAIR -TENANT'S OBLIGATIONS

7.1 Maintenance

Subject to clause 7.2, the Tenant must:

- (a) at its own expense;
- (b) throughout the Term and for as long as the Tenant remains in occupation of the Premises;
- (c) when, where and so often as is needed, maintain, replace, repair and keep:
 - (i) the Premises; and
 - (ii) every part of them; and
 - (iii) all additions to them,

in good, clean and substantial repair and condition (fair wear and tear and damage by fire, storm, earthquake, tempest and natural disaster excepted unless by some act or omission on the part of the Tenant, the Tenant's servants, agents or lawful visitors).

7.2 Repairs and Structural Works

The Tenant need not carry out any structural work except as required under clause 7.5.

7.3 Cleaning of the Premises

- (a) The Tenant must at its own expense keep:
 - (i) the Premises; and
 - (ii) the immediate surroundings,at all times properly cleaned and drained in a sanitary condition to the satisfaction of the Landlord and free of all vermin and cleared and free of any rubbish,

obstacle or hazard.

- (b) The Tenant must store all garbage, rubbish and refuse in a hygienic manner within the Premises and attend to its expeditious disposal and observe any reasonable directions given by the Landlord.

7.4 Indemnity and Nuisance

The Tenant must:

- (a) indemnify the Landlord from all loss and damage to the Premises caused by the negligent use or misuse, waste or abuse of the water, gas or electricity supplied to the Premises or to the Tenant in connection with the Premises or by faulty sanitary, water, gas or electric light fittings or fixtures fixed or installed by or on behalf of the Tenant;
- (b) (except in the case of the Landlord's or the Landlord's officers, servants or agents own wilful or negligent acts or omissions) indemnify and hold harmless the Landlord from and against all Claims which the Landlord may suffer 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 or the use by the Tenant of the Premises or any part of them or to any person or the property of any person using or entering on or near the Premises;
- (c) not do or allow to be done on the Premises anything which may be or become a nuisance to the Landlord or occupiers of any adjoining or neighbouring premises;
- (d) not do or leave undone or allow to be done or left undone any act matter or thing amounting to a nuisance and immediately to abate any such nuisance;

The provisions of clause 7.4 do not oblige the Tenant to indemnify the Landlord in respect of:

- (e) Claims by an employee of the Landlord in respect of which the Landlord is
- (f) covered under its policy issued pursuant to Workers Compensation legislation where the injury is not due to the negligence of the Tenant or its servants or agents;
- (g) any accident or injury to or death of any person or damage or injury to or loss of the property of any person resulting from any wilful or negligent act of the Landlord or its officers, servants or agents; and
- (h) Claims arising under clause 7.4 to the extent that they are covered by any insurance effected pursuant to clause 5 or any other insurance which may be in force at the relevant time.

7.5 Compliance with Requisitions of Authorities

The Tenant must:

- (a) construct works;
- (b) make alterations to the Premises; and
- (c) perform and do such acts and things

as are during the Term required by any order *or* requisition whether addressed to the Tenant or the Landlord in pursuance of:

- (d) the Health Act 1911 (WA);
- (e) the Local Government Act 1995 (WA);
- (f) any amendment of the Acts or any of them;
- (g) any other Acts for the time being in force;
- (h) any by-laws or regulations made under them relating to public health or safety, water supply, sewerage or drainage; or
- (i) any requisitions or requirements of any Authority having control over electrical installations or fixtures, safety, health insurance matters or similar subjects.

7.6 Environmental Matters

Tenant's Environmental Covenants

- (a) The Tenant must:
- (i) comply with all Environmental Laws including, without limitation, obtaining all necessary permits, authorizations and approvals required for the Tenant to carry out the Permitted Use on the Premises;
 - (ii) take all practicable precautions to ensure that no Contamination of the Premises or the Environment in the vicinity of the Premises occurs;
 - (iii) not discharge into any storm water drain any trade effluent, Hazardous Material or Waste, other than that which is authorized by the relevant government authority;
 - (iv) immediately notify the Landlord if:
 - a) a Contamination Event occurs on the Premises; or
 - b) an Environmental Notice is served on the Tenant;
 - (v) if a Contamination Event occurs and irrespective of whether an Environmental Notice has been served on the Tenant, promptly take all usual and reasonable actions at the Tenant's own cost and in accordance with best industry practice for the Remediation of the Leased Premises and any land in the vicinity of the Leased Premises to a condition, as far as practicable, as if the Contamination Event had not occurred;
 - (vi) at the Tenant's own cost, comply with every Environmental Notice issued in respect of, or arising from, the Tenant's occupation or use of the Premises, whether the notice is served on the Landlord or the Tenant;
 - (vii) allow the Landlord and its employees and contractors:
 - a) after receiving reasonable notice from the Landlord, access to the Premises to conduct environmental audits or inspections from time to time; and
 - b) immediate access to the Premises to conduct an inspection following a Contamination Event; and
 - c) pay the reasonable costs of any reputable environmental consultant appointed by the Landlord to undertake an inspection from time to time of the Premises to verify the Tenant's compliance with this clause.

Remediate Contamination

- (b)
- (i) Without limiting the Tenant's obligation under clause 7.6(a)(v), the Tenant must ensure that at the expiration of the Term it has Remediated any Contamination of the Premises or any land in the vicinity of the Premises caused by the Tenant, to the absolute
 - (ii) satisfaction of the Landlord.
 - (iii) Subject to clause 7.6(b)(v), not later than six months before the expiration of the Term, the Tenant must arrange for a reputable environment consultant approved by the Landlord (whose approval must not be unreasonably withheld) to:
 - a) carry out an investigation of Contamination at the Premises;
 - b) prepare a report with respect to any (if any) Contamination at the Premises; and

- c) prepare a Remediation Notice (if applicable).
- (iv) Subject to clause 7.6(b)(iv), the Tenant must promptly carry out all the works specified in the Remediation Notice to the satisfaction of the Landlord, and at the Tenant's sole cost.
- (iv) The Tenant is under no obligation to carry out remedial works in respect of Contamination of the Premises shown to exist at the Commencement Date, except to the extent that the Tenant has disturbed the Contamination in a manner which creates a risk of harm to people or the Environment.
- (v) If this Lease is terminated by the Landlord prior to the expiration of the Term, the Landlord may:
 - a) arrange for the investigation of Contamination referred to in clause 7.6(b)(i) and for the preparation of a Remediation Notice (if applicable); and
 - b) carry out the works specified in the Remediation Notice, at the Tenant's expense, and the Tenant will indemnify the Landlord under clause 7.6(c).
- (vi) For the avoidance of doubt, this clause 7.6(b) is for the benefit of the Landlord and can only be waived by the Landlord.

Environmental Indemnity

(c)

- (i) The Tenant indemnifies the Landlord and the Landlord's employees in respect of all claims, judgments, orders, costs (including legal costs on a full indemnity basis) and expenses for which the Landlord is or may become liable in respect of or arising from the Tenant's breach of any of the Tenant's Environmental Covenants.
- (ii) Without limiting clause 7.6(c)(i), in the event that the Tenant fails to promptly comply with its obligations under this clause 7.6, the Landlord will be at liberty to carry out all of the obligations at the cost of the Tenant, which cost will be recoverable from the Tenant on demand.

Essential Term

- (d) For the avoidance of doubt, a failure by the Tenant to perform or comply with any of its obligations under this clause 7.6 is a breach of an essential term of the Lease.

Definitions

- (e) In this clause 7.6:

"Contamination" means the affectation of land (including any surface water, ground water or other waters and airspace) by any matter or substance, including but not limited to a solid, liquid, gas, odour, heat, sound, vibration or radiation which:

- (i) makes or may make such land or the surrounding Environment:
 - a) unsafe or unfit for habitation or occupation by persons or animals;
 - b) environmentally degraded; or
 - c) not comply with any Environmental Law; or
- (ii) otherwise gives rise to a risk or possible risk of harm to human health or the Environment;

"Contamination Event" means any incident originating on the Premises involving:

- (i) any Contamination or likely Contamination of the Premises, or the Environment in the vicinity of the Premises; or
- (ii) the unlawful disposal of Waste in a manner which harms or is likely to harm the Environment;

"Environment" means all components of the earth, including:

- (i) land, air and water;
- (ii) any layer of the atmosphere;
- (iii) any organic or inorganic matter and any living organism including humans;
- (iv) human made or modified structures and areas;
- (v) the aesthetic characteristics of the components of the earth, including appearance, sound, odour, taste and texture; and

ecosystems with any combinations of the above;

"Environmental Law" means any law, whether statute or common law (including the laws of negligence and nuisance), concerning the Environment and includes laws concerning:

- (i) the carrying out of uses, works or development or the subdivision of land;
- (ii) emissions of substances into the atmosphere, waters and land;

- (iii) pollution and contamination of the atmosphere, waters and land;
- (iv) production, use, handling, storage, transportation and disposal of:
 - a) Waste;
 - b) Hazardous Materials; and
 - c) dangerous goods;
- (v) conservation, heritage and natural resources;
- (vi) threatened and endangered and other flora and fauna species;
- (vii) the erection and use of structures; and
- (viii) the health and safety of people,

whether made or in force before or after the date of this Lease;

"Environmental Notice" means any direction, order, demand or other requirement to take any action or refrain from taking any action in respect of the Premises or its use from any Government Authority in connection with any Environmental Law;

"Government Authority" means any state, federal or local government department or authority, government Minister, governmental, semi- governmental, administrative or judicial person or any other person (whether autonomous or not) charged with the administration of any applicable laws;

"Hazardous Material" means material which, because it is toxic, corrosive, flammable, explosive or infectious or possesses some other dangerous characteristics, is potentially dangerous to the Environment when stored or handled or when any part of the Environment is exposed to it;

"Tenant's Environmental Covenants" means the Tenant's obligations under Clause 7.6, together and each of them separately;

"Remediation" includes the investigation, cleanup, removal, abatement, disposal, control, containment, encapsulation or other treatment of Contamination and includes the monitoring and risk management of any Contamination, and "remediated" and "remediate" have corresponding meanings;

"Remediation Notice" means a statement of the works necessary to remediate any Contamination at the Premises or the surrounding Environment to an appropriate standard;

"Waste" means any discarded, rejected, unwanted, surplus or abandoned substance whether or not:

- (i) it is intentionally discarded;
- (ii) it has a value or use; or
- (iii) it is intended for sale, recycling, reprocessing, recovery or purification.

a. REPAIR - LANDLORD'S RIGHTS

- (a) At all reasonable times and after not less than 48 hours prior written notice the Landlord, its agents or both may enter the Premises to look at the condition of the Premises and the Services. The Landlord may notify the Tenant of any defects and require the Tenant to remedy them within a reasonable time.
- (b) At all reasonable times and after not less than 48 hours prior written notice the Landlord, its agents or both may enter the Premises, to:
 - (i) comply with the terms of any statute affecting the Premises;
 - (ii) install any Services;
 - (iii) carry out any repairs to the Premises that in the Landlord's reasonable

opinion should be carried out;

- (iv) carry out any works to any adjoining premises that the Landlord thinks should be carried out; and
 - (v) remedy any defects about which the Landlord has notified the Tenant under clause 8(a) and which the Tenant has not remedied within a reasonable time.
- (c) If the Landlord carries out any works on the Premises that the Tenant should have carried out, the Tenant must pay the reasonable costs of that work to the Landlord within 14 days of its written demand.
 - (d) If the Landlord exercises any of its rights under this clause 8 and enters the Premises it must use its best endeavours to cause minimal disruption to or interference with the Tenant's day to day operations.
 - (e) For the avoidance of doubt, the provisions of this clause do not apply to the Tenant's Improvements or any part of them.

b. EFFECT OF MAJOR DAMAGE ON LEASE

i. Major damage to Premises

If the Tenant's Improvements or the Premises are damaged to such an extent that the Tenant is completely unable to use the Premises or to get access to them and it is apparent that the Tenant will be completely unable to use the Premises for at least three (3) months, the Tenant may end the Lease by giving the Landlord at least thirty (30) days' written notice.

ii. Damage Tenant's Responsibility

Notwithstanding any other provision of this Lease, the Tenant is not entitled to end this Lease if the damage to the Tenant's Improvements or the Premises was caused by the Tenant or its servants, agents or invitees.

iii. Effect of major damage on Rent

If the Premises or the Tenant's Improvements are damaged in such a way that the Tenant is completely unable to use the Premises or to get access to them, the Tenant does not have to pay Rent or Operating Costs until the Tenant is able to use the Premises again. However, this does not apply if:

- 1. the Tenant is responsible for the damage under clause 9.1 or
- 2. the Landlord loses the benefit of insurance because of something the Tenant or someone the Tenant is responsible for did or failed to do.

iv. Dispute about application of clause 9

If a dispute arises in relation to the application of this clause, a member of the Australian Property Institute (or a successor), chosen by the President of the State or Territory Division, will decide it. He or she will do so as an expert, not as an arbitrator. Either the Landlord or the Tenant may ask the President to choose a member. The Tenant and the Landlord must pay their own costs, and pay half each of the cost of the member. Until the dispute is resolved, the Tenant must continue to pay the Rent and the Tenant's Proportion of the Operating Costs.

v. Termination not to affect rights

Any termination of this Lease will be without prejudice to the rights of either party in respect of any antecedent breach, matter or thing.

vi. No obligation to rebuild

Nothing contained or implied in this Lease will be deemed to impose any obligation on the Tenant to rebuild or reinstate the Tenant's Improvements or make fit for use and occupation the Premises, provided however that:

- 1. the Tenant must not deliberately or recklessly damage the Tenants Improvements, the Premises or the Land.; and

2. the Tenant's Improvements must not be left in an unsafe condition.

c. TRANSFER, SUBLETTING AND PARTING WITH POSSESSION

i. Restriction

Subject to this clause, the Tenant must not assign, sub-let, mortgage, charge or encumber the Premises or any part of the Premises (whether at law or in equity) or otherwise part with possession of the Premises or any part of the Premises without the prior written consent of the Landlord. The provisions of Sections 80 and 82 of the Property Law Act will not apply to this Lease.

ii. Consent

1. Consent of the Landlord will not be unreasonably withheld or delayed in the case of an assignment or sub-lease of the whole or any part of the Premises to a financially respectable and responsible person, proof of which will be on the Tenant.
2. The Landlord must not refuse or delay consent to any assignment or subletting of the whole or any part of the Premises to a subsidiary of the Tenant. An assignee must provide such security as the Landlord reasonably requires.
3. It will be a condition precedent to the granting of consent to any assignment or sub-lease that:
 - (i) the Tenant is not in breach of the Lease; and
 - (ii) the Tenant obtain the execution by the proposed assignee or sub-tenant of a deed:
 - (A) prepared by the Landlord's solicitors at the expense of the Tenant; and
 - (B) wherein the permitted sub-tenant or assignee covenant with the Landlord to comply with the covenants and agreements contained in this Lease on the part of the Tenant, or those of them as the Landlord's solicitors consider necessary.

d. OPTION TO RENEW LEASE

i. Extended Term

Subject to the conditions set out in clause 11.2, the Tenant may renew the Lease for the period stated in **Item 5 of Schedule 1** starting on the day following the end of the current Term of the Lease (**Extended Term**).

ii. Conditions of renewal

The Tenant may only renew the Lease in accordance with clause 11:

1. by serving (in accordance with this clause) on a day no earlier than 12 months and no later than 3 months before the end of the current Term a written notice of the intention of the Tenant to renew the Lease for the Extended Term;
2. if the Tenant is not in breach of the Lease at the time of service of the notice of intention to renew the Lease for the Extended Term and has correctly and punctually observed and performed all the Tenant's Obligations;
3. the same terms and conditions apply during the Extended Terms as apply during the Term except in respect of any change in the Rent that has occurred; and
4. the Rent payable during the Extended Term) is subject to variation in accordance with clause 3.2, **Item 5 of Schedule 1** and the provisions of **Schedule 2**.

iii. Non-Renewal

If the Tenant does not intend to exercise the option of renewal, the Tenant must notify the Landlord accordingly in writing on a day no earlier than 12 months and no later than 3 months before the end of the Term.

e. TERMINATION FOR BREACH

i. Essential Terms

The following Tenant's covenants are essential terms of this Lease:

1. the covenant to pay Rent, Operating Costs, and other charges during the Term (clauses 3 and 4);
2. the covenant not to, deal with this Lease, or part with possession of the Premises without consent (clause 10);
3. the covenant requiring the Tenant to insure the Premises (clause 5); and
4. the covenant about use of the Premises (clause 6),

ii. No Waiver

The Landlord's acceptance of late payment of Rent does not waive the essentiality of the Tenant's obligation to pay Rent.

iii. Right to terminate Lease

The Landlord may terminate this Lease if:

1. all or part of the Rent or other money due to the Landlord under the Lease remains unpaid for fourteen (14) days after it is due, after receiving fourteen (14) days written notice of the breach;
2. the Tenant breaches the Lease, or any rule or regulation made under this Lease, and fails to rectify that breach within fourteen (14) days after receiving notice of that breach;
3. defects notified under clause 8(a) are not remedied within the time specified in the notice;
4. the Tenant is a corporation and an order is made or a resolution is passed for its winding up, unless it is for reconstruction or amalgamation;
5. the Tenant is a company that:
 - (i) goes into liquidation, whether voluntary or not;
 - (ii) is wound up;
 - (iii) is placed under the control of a liquidator or receiver (in both cases whether provisional or otherwise); or
 - (iv) is placed under official management under the Corporations Act; or
6. the interest of the Tenant under this Lease is taken in execution.

iv. Method of termination

For the purposes of clause 12.3 the Landlord may terminate this Lease by:

1. notifying the Tenant of the termination;
2. re-entering the Premises, with force if necessary, ejecting the Tenant and all other persons from the Premises and repossessing them; or
3. doing both.

v. Continuation of Tenant Liability

If the Landlord terminates this Lease under clause 12.3 the Tenant remains liable for any previous breach of this Lease and other remedies available to the Landlord for recovery of unpaid Rent or for breach of this Lease are not affected.

vi. Recovery of Damages

If the Landlord terminates this Lease under clause 12.3, it may, in addition to any other rights and remedies that it might have, recover damages from the Tenant for the loss of the benefit of so much of this Lease as would have continued but for the termination.

f. END OF TERM**i. Surrender of Premises**

At the end of this Lease, the Tenant:

1. must yield up the Premises in the order and condition described in clause 7.1;
2. subject to any additional clauses in **Item 8 of Schedule 1**, must remove from the Premises all the Tenant's Improvements. Any not removed by the Tenant will be dealt with in accordance with clause 14. The Landlord will not be liable to the Tenant for any loss or damage;
3. in removing the Tenant's Improvements the Tenant must:
 - (i) do no damage to the Premises or the Land (and immediately make good to the Landlord's reasonable satisfaction any damage caused in removing the Tenant's Improvements); and
 - (ii) remove all rubbish and leave the Premises and the Land used in removing the Tenant's Improvements, clean and in good pre-lease condition;
4. if the Tenant fails to restore the Premises to pre-lease condition, the Landlord can act to restore the land to pre-lease condition and recover the cost from the Tenant.

ii. Landlord May Erect Signs and Allow Inspection

During the last three (3) months before the end of the Term the Tenant must allow:

1. the Landlord or its agent to affix upon any part of the Premises a notice for re-letting them; and
2. intending tenants and others with written authority from the Landlord or its agent at reasonable times of the day upon application to view the Premises.

g. REMOVAL OF THE TENANT'S PROPERTY

If the Landlord terminates this Lease under clause 12 it may:

- (a) remove the Tenant's Improvements; and
- (b) store the Tenant's Improvements at the Tenant's expense; and
- (c) after storing the Tenant's Improvements for 30 days, dispose of the Tenant's Improvements and apply any proceeds towards:
 - (i) any unpaid Rent, Operating Costs or other money due to the Landlord;
 - (ii) any loss or damage;
 - (iii) the payment of storage and other expenses,

with the balance to be returned to the Tenant, and without being liable to the Tenant for trespass, detinue, conversion, negligence or theft, provided that at all times the Landlord must allow the Tenant a reasonable opportunity to vacate occupants of the Premises.

h. LANDLORD'S COVENANTS**i. Quiet Enjoyment**

The Landlord (so as to bind the Premises and their proprietor for the time being but not to make itself personally liable except for its own acts and defaults or the acts of its servants or agents while it is the registered proprietor) agrees with the Tenant that the:

1. Tenant duly paying the Rent and performing and observing the terms covenants and conditions of this Lease may peaceably and quietly hold and enjoy the Premises during the Term without any Interruption by the Landlord or by any person or persons rightfully claiming under or in trust for the Landlord;

2. Landlord must pay all Operating Costs not payable by the Tenant pursuant to the terms of this Lease;
3. Landlord must at its own expense promptly comply with and observe all notices and requirements of any Authority with respect to the Premises except such as may be served on the Landlord arising out of or in the course of the Tenant's occupation and/or use of the Premises.

i. LANDLORD'S RIGHTS

i. Negation of Warranty

The Landlord does not expressly or impliedly warrant that the Premises are now or will remain suitable or adequate for all or any of the purposes of the Tenant. Any warranties as to suitability and adequateness of the Premises implied by law are expressly negated.

ii. Landlord not liable for Damage to Tenant's Property

If property of any kind which may be in the Premises during the Term is destroyed or damaged by water, heat, fire, vermin or in any other way, no part of the loss or damage occasioned is borne by the Landlord.

iii. Landlord not Liable for Interruption of Services

- (d) Despite any implication or rule of law to the contrary, the Landlord is not (except for any wilful or negligent acts of the Landlord or its officers,
- (e) servants or agents) liable to the Tenant for any loss or damage suffered by the Tenant through any malfunction, failure to function or interruption of or to the water gas or electricity services, blockage of any sewers, water drains or storm water drains from any cause.
- (f) The Tenant is not entitled to terminate this Lease for any such reason nor will the Tenant have any right of action or Claim for compensation or damages against the Landlord in respect of such failure.

j. GOODS AND SERVICES TAX

i. Amounts otherwise payable do not include GST

Except where express provision is made to the contrary, and subject to this clause, the Consideration payable by the Tenant is exclusive of GST and represents the Value of the Taxable Supply for which payment is to be made.

ii. Liability to pay GST

If the Landlord is liable by law for GST on a Primary Payment, the Tenant must pay to the Landlord the amount of the GST.

iii. Time for payment

The Tenant must pay to the Landlord any amount in respect of GST that the Tenant is required to pay under this Lease:

1. at the same time; and
2. in the same manner.

as the Tenant is required to pay the Primary Payment in respect of which the GST relates.

iv. Tax invoices

The Landlord must issue to the Tenant Tax Invoices in respect of Primary Payments as and when required by the GST Act.

v. Refunds

If the Landlord refunds to the Tenant an amount under this Lease, the Landlord must also refund to the Tenant at the same time any amount paid by the Tenant under clause 17.3 with respect to the refunded amount.

vi. Exclusion of Input Tax Credit items

For the purposes of this clause 17, a Primary Payment excludes any outgoing or other

expense to the extent that the Landlord is entitled to an Input Tax Credit for the outgoing or expense.

vii. Default GST

Where an amount required to be paid by the Tenant under this clause 17 is not so paid when due, the Tenant must also pay to the Landlord:

1. any Default GST payable by the Landlord in relation to the particular Taxable Supply for which the amount was required to be paid; and
2. interest at the rate specified in clause 4.5 on the amount unpaid from the due date for payment until payment.

For the purposes of this clause, it shall not be a defence to a claim against the Tenant for payment to the Landlord of Default GST that the Landlord has failed to mitigate the Landlord's damages by paying an amount of GST when it fell due under the GST Act.

k. NOTICES

i. Method of Giving Notices

A notice which is required or permitted to be given by one Party to another under this document must be in writing and be:

1. delivered by hand to that other Party's address;
2. sent by pre-paid mail to that other Party's last known address;
3. transmitted by facsimile to that other Party's last known facsimile number; or
4. sent by electronic mail (email) to that Party's last known email address.

ii. Time of Receipt

A notice given to a Party in accordance with this clause is treated as having been duly received:

1. when delivered (in the case of it being left at that Party's address);
2. on the third (3rd) Business Day after posting (in the case of it being sent by pre-paid mail);
3. on the day of transmission (if a Business Day) or, if not a Business Day, on the next Business Day, if given by facsimile and sent to the facsimile receiver number of that Party and no intimation having been received that the notice had not been received, whether that intimation comes from that Party or from the operation of facsimile machinery or otherwise;
4. if sent by email:
 - a. at the time shown in the delivery confirmation report generated by the sender's email system; or
 - b. if the sender's email system does not generate a delivery confirmation report within 12 hours of the time the email is sent, unless the sender receives a return email notification that the email was not delivered, at the time which is 12 hours from the time the email was sent.

iii. Address of Parties

For the purposes of this clause, the address of a Party is the address set out in this document or another address of which that Party may from time to time give written notice to each other Party.

I. GENERAL

i. Default Costs

Any Party in default under any provision of the Lease, on demand will pay all reasonable solicitors costs and expenses incurred by any other Party arising out of that default or

from the exercise of any remedy exercisable as a result of that default.

ii. Amendment

A variation or waiver of, or any consent by a Party to any departure from, a provision of this Lease is only effective if it is in writing and signed by the Parties. That variation, waiver or consent is effective only to the extent for which it is made or given.

iii. Waiver

The failure, delay, relaxation or indulgence on the part of any Party in exercising any power or right conferred upon that Party by this Lease does not operate as a waiver of that power or right. Any single exercise of any power or right does not preclude any other or further exercise of it or the exercise of any other power or right under this Lease.

iv. Moratorium not to Apply

Unless application is mandatory by law any statute, proclamation, order, regulation, or moratorium present or future will not apply to this Lease so as to abrogate extinguish, impair, diminish, fetter delay or otherwise prejudicially affect any rights powers privileges remedies or discretions given or accruing to the Landlord.

v. Entire Agreement

This Lease constitutes the sole and entire agreement between the Parties concerning the subject matter hereof. A warranty, representation, guarantee or other term or condition of any nature relating to that subject matter, that is not contained, recorded, or referred to in this Lease, has no force or effect.

vi. Severance

If any provision of this Lease or the application of that provision to any person or circumstance is or becomes invalid or unenforceable, then the remaining provisions of this Lease are not affected and are valid and enforceable to the fullest extent permitted by law. This clause has no effect if the severance alters the basic nature of this Lease.

vii. Registration of Lease or Lodging of Caveats

1. The Tenant may register this Lease or lodge a subject to claim caveat against the Land to protect its interests under the Lease.
2. The Tenant must surrender the Lease if registered or withdraw any caveat lodged by the Tenant at its expense at the end of the Lease.
3. The Landlord will do all things necessary to assist the Tenant to register the Lease including the production of the certificate of title at the WA Land Information Authority (**Landgate**). The Tenant is responsible for the costs of the registration of this Lease or lodging a caveat at Landgate. The Tenant is not responsible for the Landlord's costs for the production of the certificate of title or mortgagee's consent (if any).

viii. Further Assurance

Each Party must do, sign, execute and deliver and must procure that each of its employees and agents does, signs, executes and delivers all deeds, documents, instruments and acts reasonably required of it or them by notice from another Party to effectively carry out and give full effect to this Lease and the rights and obligations of the Parties under it.

19.9 Counterparts

This Lease may be executed by more than one (1) counterpart and all of those counterparts taken together constitute one (1) and the same instrument.

19.10 Attorneys

Where this Lease is executed by an attorney on behalf of a Party, that attorney by executing declares that he has:

- (a) the necessary and appropriate authority to execute this Lease for and on behalf of the Party; and
- (b) no notice of the revocation of the power of attorney under the authority of which he

executes this Lease on behalf of that Party.

19.11 Landlord Not Liable to Third Parties

The Landlord is not responsible for loss, damage or injury to any person or property or effects of the Tenant or any other person in or about the Premises unless it arises from any wilful or negligent act or omission by the Landlord, its servants, contractors or employees.

19.12 Landlord May Act by Agent

All acts and things which the Landlord is required or empowered to do under the Lease may be done by the Landlord or any solicitor, agent, contractor or employee of the Landlord.

19.13 Governing Law and Jurisdiction

This Lease is governed by, and is to be construed in accordance with the law for the time being of Western Australia. The Parties hereby agree to submit to the non-exclusive jurisdiction of the Courts of Western Australia.

19.14 Compliance with Laws

In the performance of their obligations under this Lease, the Parties must comply with all applicable laws, rules regulations and by-laws of the Commonwealth, the State of Western Australia and any other jurisdiction and with all lawful orders and directions of any competent governmental body or government authority of the Commonwealth, the State or any other jurisdiction.

19.15 Time of the Essence

Time is of the essence of this Lease in all respects in so far as they relate to the Tenant.

19.16 Remedies cumulative

The rights, powers and remedies provided in this Lease are cumulative with and not exclusive of the rights, powers and remedies provided by law independently of this Lease.

19.17 Approvals and Consents

Where this Lease provides for a Party to give its approval or consent, the Party may give it conditionally or unconditionally or withhold it, unless this Lease otherwise provides.

19.18 Payments

A Party liable to make a payment under this Lease is to make the payment without set off, counterclaim or deduction. The Party to whom a payment is to be made need not make a demand for payment unless a demand is expressly required.

19.19 Indemnities

In relation to each of the indemnities in this Lease:

- (a) the indemnity is a continuing obligation, separate and independent from the other obligations of a Party and survives the expiration or earlier termination of this Lease;
- (b) it is not necessary for a Party to incur expense or make a payment before enforcing a right of indemnity conferred by this Lease; and
- (c) a Party is liable to pay to the Party to be indemnified an amount equal to any loss suffered or incurred by an employee, officer or agent of that Party.

m. ADDITIONAL CLAUSES

The additional clauses specified in **Item 8 of Schedule 1** are incorporated into, and form part of, this Lease. To the extent of an inconsistency between an additional clause and another term of this Lease, the additional clause will prevail.

SCHEDULE 1

ITEM 1:

LAND:

Lot 1017 on Deposited Plan 191736 and being the whole of the land comprised in Certificate of Title Volume 2048 Folio 644.

ITEM 2:

PREMISES:

The portion of the Land being approximately 67,300 square metres and hatched on the Plan annexed, together with any improvements on that portion of the Land.

ITEM 3:

TERM OF THIS LEASE:

Term: 5 years
Commencement Date: 1 July 2017
Termination Date: 30 June 2022

ITEM 4:

(a) **ANNUAL RENT IN THE FIRST YEAR OF THE TERM:**

\$87,200.00 (excluding GST)

(b) **RENT REVIEW DATES:**

- (i) CPI Review Dates
Each anniversary of the Commencement Date during the Term
- (ii) Market Review
Dates NIL

ITEM 5:

OPTION FOR RENEWAL OF LEASE:

One option of five (5) years

EXTENDED TERM:

Term: Five (5) years
Commencing: 1 July 2022
Termination Date: 30 June 2027

RENT REVIEW DATES:

- (i) CPI Review Dates
Each anniversary of the Commencement Date during the Term
excluding the commencement date of the Extended Term
- (ii) Market Review Dates
The commencement date of the Extended Term

ITEM 6:

USE OF PREMISES:

Operation of Accommodation Village.

ITEM 7:

INSURANCE:

PARTICULARS OF INSURANCE:

Public Liability

A Policy approved by the Landlord (such approval not to be unreasonably withheld) insuring against public liability for not less than \$10 million in respect of any one occurrence for the risks normally covered by a public insurance policy or nominated by the Landlord in writing. The Landlord may increase or decrease the minimum cover as reasonably appropriate

Tenant's Improvements

A Policy approved by the Landlord (such approval not to be unreasonably withheld) insuring the Tenant's Improvements at the Premises for not less than \$1,000,000 in respect of any one occurrence for the risks normally covered by an insurance office approved by the Landlord. The Landlord may increase or decrease the minimum cover as reasonably appropriate.

ITEM 8:

ADDITIONAL CLAUSES:

Compliance with Act

1. This Deed is subject to and conditional upon the Landlord complying with the terms of section 3.58 of the *Local Government Act 1995* (WA) and the Landlord being satisfied that there are no compelling objections to the Lease.

Liquid Waste Pond

2. In relation to the liquid waste requirements of the Accommodation Village:
 - a. the Landlord will:
 - i. make available to the Premises liquid waste disposal pond for excess water waste generated by the Accommodation Village of up to 16,000 litres per day;
 - ii. maintain approvals for pipe-works which connect the Accommodation Village to disposal ponds.
 - b. the Tenant will be responsible for the ongoing maintenance of the pipe-work.

Standard of Tenant's Improvements

3. All maintenance and works carried out by the Tenant on the Premises must be conducted in a safe and workman-like manner, using good quality materials, in full compliance with approvals and statutory standards, and using qualified and competent contractors who have public liability insurance.
4. The Tenant must not make any significant alterations or additions to the Premises or demolish the Tenant's Improvements or remove or alter any Services without the consent of the Landlord, which consent must not be unreasonably withheld and may be given subject to reasonable conditions. For the avoidance of doubt, nothing in this clause operates so as to restrict, impede or fetter any statutory powers of the Landlord.

Drainage

5. The Tenant is responsible for all drainage on the Premises regardless of the origin of water.

Right to acquire Tenant's Improvements

6. On the expiry or sooner determination of the Lease, the Landlord may purchase from the Tenant the Tenant's Improvements.
 - a. For the purpose of this clause Tenant's Improvements is limited to such of the Tenant's Improvements as are owned by the Tenant and

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situate on the Premises.

- b. The purchase price (**Purchase Price**) will be determined by obtaining three (3) independent valuations of the Tenant's Improvements at scrap value, then adding the total of those valuations and dividing the result by three (3). The valuations are to be obtained from reputable valuers in the industry and by mutual agreement of the parties, failing which they may be appointed by the President or the person acting or deputising for President for the time being of the Australian Property Institute (Inc) (WA Division) on the written request of either Party.
- c. The scrap value will be the estimated value of the materials that can be salvaged from the Tenant's Improvements sold on an "as is, where is" basis.
- d. The costs of the valuers are to be borne by the Landlord.
- e. To exercise the option to purchase the Tenant's Improvements, the Landlord must give written notice to the Tenant stating the Purchase Price and that the Landlord intends to acquire the Tenant's Improvements (**Sale Notice**). The Sale Notice must be given within 60 days of receipt of notice of the Tenant's intention to not take up an option to extend the Lease, failing which the option to purchase will lapse.
- f. Settlement of the sale of the Tenant's Improvements will take place within 60 days of receipt of the Sale Notice or on the Tenant vacating the Premises, whichever is the later.
- g. The Tenant must maintain the Tenant's Improvements in the same condition they are in at the date of receipt of a Sale Notice until Settlement, fair wear and tear excepted, but subject always to the terms of clause 9 without imposing on the Tenant an obligation to replace the Tenant's Improvements in the event of destruction (other than due to the deliberate or wilful act or negligence of the Tenant). In the event a material part of the Tenant's Improvements are destroyed, the parties must arrange further valuation of the Tenant's Improvements prior to settlement in order to determine the revised Purchase Price.
- h. At settlement:
 - i. the Tenant will transfer to the Landlord all of its right, title and interest in the Tenant's Improvements and do all things necessary to enable the Landlord to take possession of and use the Tenant's Improvements;
 - ii. the Landlord will pay to the tenant the Purchase Price by one or more bank cheques at the Tenant's direction or by electronic transfer of funds to an account nominated by the Tenant.
- i. Settlement will take place at the Tenant's solicitors' offices, or such other place as the Parties may agree.
- j. The option to purchase the Tenant's Improvements cannot be exercised where the Lease is terminated by the Landlord pursuant to subclause 12.3 (a), 12.3 (b) or 12.3 (c).
- k. Nothing in this clause prohibits the Tenant and the Landlord reaching agreement on terms of sale for the Tenant's Improvements different to those set out in this option.
- l. Time is of the essence in respect of this clause

Charitable Community Fund

- 7. Provided that the Tenant's mining operation is producing gold in commercial quantities as at the relevant anniversary of the Commencement Date during the Term and any Extended Term, as the case may be:
 - a. the Tenant agrees to pay, in addition to the Rent payable under this Lease, an amount of \$15,000.00 per annum to a Charitable

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Community Trust, which has been established for the specific purpose of the improvement of the Meekatharra Community through grants to community members, clubs or groups;

- b. that contribution amount will be payable on the first day of each year of the lease term beginning from the Commencement Date for the Term and during any extension or renewal of the Term; and
- c. any funds remaining in the Charitable Community Trust that have not been allocated to a community improvement after 12 months of being deposited, will be made available for sponsorship of Meekatharra community or club events subject to approval by the Trustee of the Charitable Community Trust.

Early Termination with Notice

- 8. The Tenant may terminate this lease upon 12 months' notice (**Tenant's Notice**) with effect on the applicable next anniversary of the Commencement Date (**Effective Termination Date**) subject to the Landlord's right to exercise the option under item 8.6 above and on and from the date of the Tenant's Notice, the Tenant is free to offer the Tenant's Improvements for sale to any third party (**Acquirer**) subject to the condition that the Acquirer must remove the Tenant's Improvements prior to the Effective Termination Date and clause 13 then applies.

SCHEDULE 2

RENT REVIEW

1. DEFINITIONS

In this **Schedule 2**:

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

CPI Review Date means each date specified as CPI Review Dates in **Item 4(b)(i)** and **Item 5 of Schedule 1**;

Current CPI means in respect of a CPI Review Date:

- (a) the Consumer Price Index number last published prior to that CPI Review Date; or
- (b) if the Landlord appoints an actuary to determine an index under **clause 2.2(c) of this Schedule 2**, the number certified by that actuary;

Licensed Valuer means a valuer who:

- (a) is a full member of the Australian Property Institute (Inc) (WA Division) of not less than 5 years standing; and
- (b) has had not less than 5 years practical experience in Western Australia in the valuation of premises of similar type to the Premises;

Market Rent means the current market ground rental valuation obtainable at the relevant Market Rent Review Date as determined by a Licensed Valuer appointed by the Landlord. The valuer will assess the current market ground rental on the basis that the following are taken into account:

- (a) the value in a free and open market if the Premises were unoccupied and offered for rent for a use permitted by and on the same terms as are contained in this Lease;
- (b) any rent payable under a Lease at the time of the Market Review Date by a sitting tenant of similar ground leases in a comparable location;
- (c) the period which will elapse between the Market Review Date and the immediately following Market Review Date or, if there is no following Market Review Date the date of Termination;
- (d) any other criteria, not inconsistent with any provision in this Lease, which the Licenced Valuer regards as relevant to the determination;

but ignoring:

- (e) any value attaching to:
 - (ii) the goodwill created by the Tenant's occupation of the Premises; or
 - (iii) the Tenant's trade fixtures and fittings, the Tenant's Improvements, and other improvements to the Premises made by the Tenant during the Term;
- (f) any value attaching to any license or permit issued in respect of the Tenant's business;
- (g) the fact that part of the Term has elapsed at the Market Review Date;
- (h) 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
- (i) any temporary disturbance resulting from the Landlord's maintenance of any part of the Premises, the Landlord's property or the Landlord's exercise of any of its rights under clause 8 of the Lease at any time;

Market Review Date means each date specified as a Market Review Date in **Item 4(b)(ii)** and **Item 5 of Schedule 1**.

Previous CPI means in respect of a CPI Review Date:

- (a) the Consumer Price Index number last published before the date which is 12 months prior to that CPI Review Date; or
- (b) if an actuary is appointed by the Landlord under clause 2 of this Schedule 2 the number certified by that actuary.

2. RENT REVIEW

2.1 General

On each Rent Review Date, the Rent shall be reviewed in the manner set out in the following clauses of this **clause 2 of Schedule 2**.

2.2 CPI Rent Review

- (a) With effect from each CPI Review Date, the Rent shall be reviewed so that it is the greater of the annual Rent payable immediately before the relevant CPI Review Date or the sum calculated on the basis of the following formula:

$$\text{RR} = (\text{R} \times \text{CCPI}) \text{ divided by PCPI}$$

Where:

"RR"= the annual Rent as reviewed;

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

"CCPI"= the Current CPI; and

"PCPI"= the Previous CPI.

- (c) The Landlord may not earlier than three (3) months before a CPI Review Date give the Tenant a notice setting out the amount of the reviewed Rent which shall be payable from the CPI Review Date (CPI Rent Review Notice), except that the failure of the Landlord to give such a notice before the CPI Review Date does not preclude the Landlord from giving such a notice in respect of that CPI Review Date at any later time within 12 months of that CPI Review Date.

- (b) Determination of Current CPI or Previous CPI

If for the purposes of a CPI Rent Review under clause 2.2(a) of this Schedule 2, the Consumer Price Index number is not published or, in the opinion of the Landlord there is a material change in the basis on which the Consumer Price Index is determined, or no Consumer Price Index number

was published in the twelve (12) to fifteen (15) month period before the relevant CPI Review Date for the purposes of determining the Previous CPI, then the Landlord may appoint an actuary from the Fellows of the Institute of Actuaries of Australia to determine:

- (iv) in respect of the Current CPI, an index number which reflects the prevailing levels of prices for the Perth metropolitan area at that CPI Review Date; and
- (v) in respect of the Previous CPI, an index number which reflects the prevailing levels of prices for the Perth metropolitan area at the date which is twelve (12) months prior to that CPI Review Date;

and the actuary's determination will be binding on the Landlord and the Tenant and the Landlord and the Tenant will pay the actuary's costs in equal shares.

2.3 Market Rent Review

With effect from each Market Review Date, the Landlord shall review the Rent so that it is the greater of the Market Rent or the annual Rent payable immediately before the Market Review Date.

- (a) The Landlord may not earlier than three (3) months before a Market Review Date give the Tenant a notice setting the Rent at a Rent which the Landlord reasonably considers to be the Market Rent (**Market Rent Review Notice**) except that the failure of the Landlord to give such a notice before the Market Review Date does

not preclude the Landlord from giving such a notice in respect of that Market Review Date at any later time within 12 months of that Market Review Date.

- (b) If the Landlord reviews the Rent to the Market Rent and the Tenant disagrees with the Landlord's determination, the Tenant shall give the Landlord a notice within ten (10) Business Days of service of the Market Review Notice on the Tenant disputing the Landlord's determination (Dispute Notice), and the Market Rent will be determined:

- (i) by agreement between the Landlord and the Tenant; or
- (ii) if the Landlord and the Tenant cannot agree on the Market Rent, by a Licensed Valuer nominated by the Landlord;

and the Licensed Valuer will:

- (iii) determine the Market Rent;
- (iv) act as an expert and not as an arbitrator; and
- (v) give the Landlord and the Tenant the Licensed Valuer's determination in writing setting out the reasons for it;

and:

- (vi) the annual Rent as reviewed and payable from the Market Review Date shall be the higher of the annual Rent payable immediately before the Market Review Date and the Market Rent as determined by the Licensed Valuer under this clause;
- (vii) the Landlord and the Tenant must pay the Licensed Valuer's fees in equal shares;
- (viii) if the Tenant gives a Dispute Notice the Tenant must nevertheless pay the reviewed Rent stated in the Landlord's Market Rent Review Notice until the amount of the reviewed Rent is determined as specified in this clause provided that if the Market Rent determined by the Licensed Valuer is more than the annual Rent payable immediately before the Market Review Date, and:
 - (A) the Market Rent determined by the Licensed Valuer is less than the Market Rent determined by the Landlord, the Landlord shall credit the Tenant with the amount of the overpayment in respect of any future instalments of Rent due; or
 - (B) if the Market Rent determined by the Licensed Valuer is more than the Market Rent determined by the Landlord, the Tenant shall immediately pay the Landlord the amount of the underpayment for the period from the Market Review Date; and
- (ix) if the Tenant fails to give a Dispute Notice within the ten (10) Business Days period stipulated in this clause, the Market Rent as determined by the Landlord and set out in the Landlord's Market Rent Review Notice will apply and is payable by the Tenant from the relevant Market Review Date.

2.4 Payment of Reviewed Rent

- (a) The Tenant will be liable to pay the reviewed annual Rent from the relevant Rent Review Date whether or not the Landlord has notified the Tenant of the amount to which the annual Rent has been varied.
- (b) If the Landlord has not given notice of the reviewed annual Rent to the Tenant and the Tenant continues to pay Rent at the rate of the current annual Rent until the Landlord notifies the Tenant of the reviewed annual Rent, the Tenant will not for that reason only be in default for non-payment of Rent provided that when the Landlord notifies the Tenant of the amount of the reviewed annual Rent, any necessary adjustment is to be made within ten (10) Business Days of service of the rent review notice.

2.5 Not to cause Rent reduction

The Tenant shall not by any act or omission cause, directly or indirectly, the Rent to be reduced or impose on the Landlord any liability of the Tenant under this Lease unless obliged to do so by any Laws or with the consent of the Landlord.

EXECUTED BY THE PARTIES AS A DEED:

LANDLORD

THE COMMON SEAL of)
SHIRE OF MEEKATHARRA)
was hereunto affixed by)
authority of resolution of the)
Council in the presence of:)

President

Chief Executive Officer

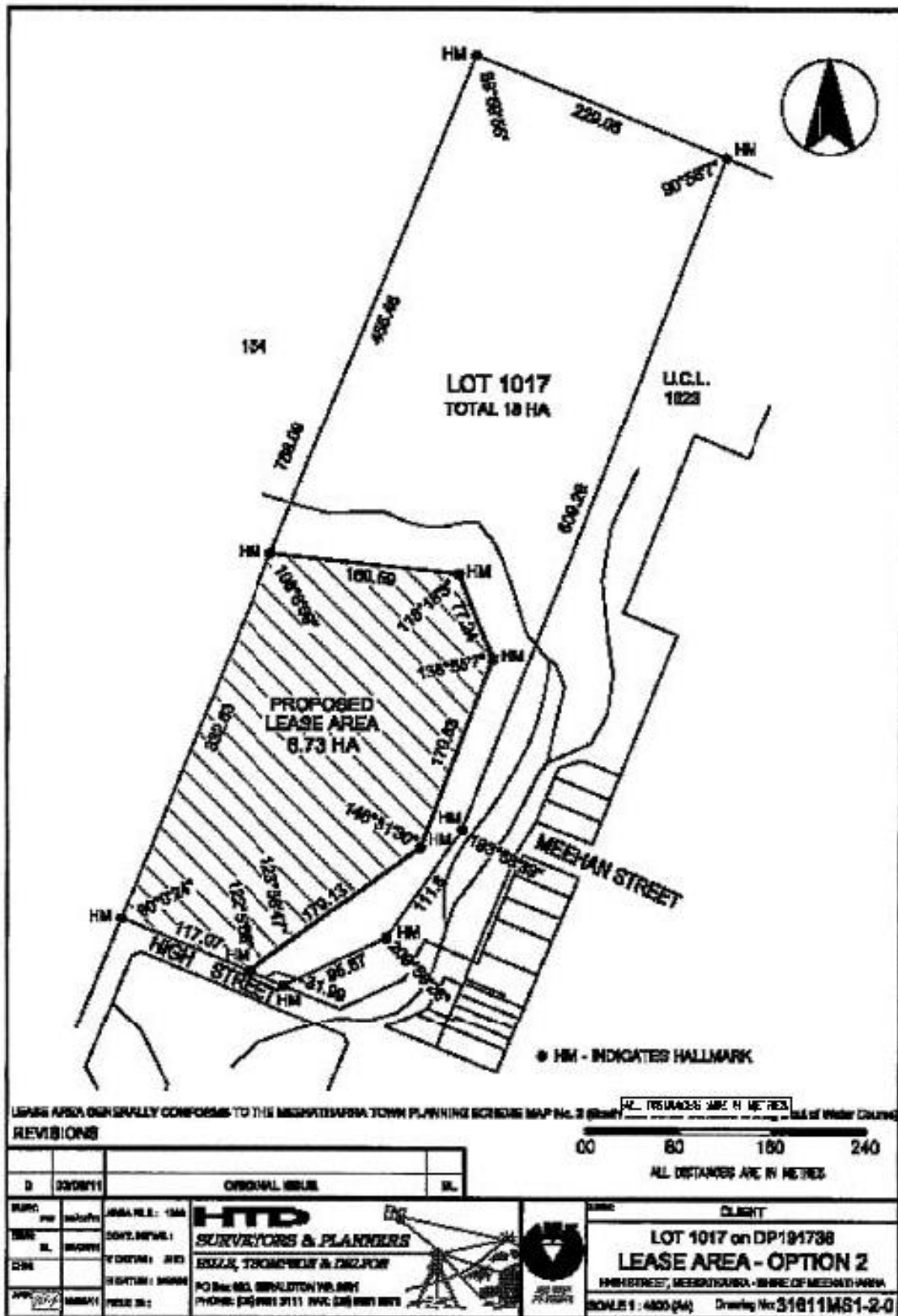
TENANT

EXECUTED for and on behalf of
ANDY WELL MINING PTY LTD
ABN 68 158 108 895
by authority of the Directors in accordance
with the requirements of s.127 of the
Corporations:

Director
Name:

Director/Secretary
Name:

PLAN



ATTESTATION SHEET

Dated this	day of	2017
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LESSOR/S SIGN HERE (Note 10)

See page 35

LESSEE/S SIGN HERE (Note 10)

See page 35

INSTRUCTIONS

1. If insufficient space in any section, Additional Sheet, Form B1, should be used with appropriate headings. The boxed sections should only contain the words "see page..."
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being Initialed by the persons signing this document and their witnesses
4. Where issued, the Duplicate Certificate of Title 1s required to be produced or if held by another party then arrangements must be made for its production

NOTES

1. **DESCRIPTION OF LAND**
Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated.
Extent - Whole, part or balance of the land comprised in the Certificate of Title to be stated. If part, define by recital and/or sketch.
The Volume and Folio number to be stated.
2. **LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS**
In this panel show (subject to the next paragraph) those Limitations, interests, encumbrances and notifications affecting the land being leased that are recorded on the certificate(s) of title:
(a) In the Second Schedule; or
(b) If no Second Schedule, that are encumbrances; (unless to be removed by action or document before registration hereof)
Do not show any:
(a) Easement Benefits or Restrictive/Covenant Benefits; or
(b) Subsidiary interests or changes affecting a limitation, etc, that is to be entered in the panel (eg, if a mortgage is shown, do not show any partial discharges or any document affecting either).
The documents shown are to be identified by nature and number, The plan/diagram encumbrances shown are to be identified by nature and plan/diagram number. Strata/survey-strata plan encumbrances are to be described as "interests on strata/survey-strata plan". If none show "nil".
3. **LESSOR**
State the full name of the Lessor/Lessors (REGISTERED PROPRIETOR) as shown in certificate of title and the address/addresses to which future notices can be sent.
4. **LESSEE**
State full name of the Lessee/Lesseees and the address/addresses to which future notices can be sent. If two or more state tenancy e.g. Joint Tenants, Tenants in Common. If Tenants in Common specify shares.
5. **TERM OF LEASE**
Must exceed 3 years. Term to be stated in years, months and days or as the case may be. Commencement date to be stated. Options to renew to be shown.
6. **RECITE ANY EASEMENTS TO BE CREATED**
Here set forth any Easements to be created as appurtenant to the lease commencing with the words "together with" and/or any Reservations hereby created encumbering the lease commencing with the words "reserving to".
7. State amount in figures.
8. State term of payment.
9. Insert any Covenants required.
10. **LESSOR/LESSEE EXECUTION**
A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.

EXAMINED

OFFICE USE ONLY

LEASE

Lodged By

Address

Phone No.

Fax No

E-Mail

Reference No

Issuing Box No.

Prepared By

Address

Phone No

Fax No.

Reference No.

Issuing Box No.

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE
OTHER THAN LODGING PARTY

TITLES, LEASES, DECLARATION ETC. LODGED
HEREWITH

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

Registered Pursuant to the provisions of the
TRANSFER OF LAND ACT 1893 as amended on the
day and shown above and particulars entered into the
Register

Title/Subject:	LEASE EXTENSION WORLD FUEL SERVICES
Agenda/Minute Number:	9.4.3
Applicant:	Nil
File Ref:	ADM 125
Disclosure of Interest:	Nil
Date of Report:	7 October 2017
Author:	Geoffrey Carberry Community and Development Services Manager



Signature of Author

Senior Officer: Roy McClymont
Chief Executive Officer



Signature Senior Officer

Summary/Matter for Consideration:

The purpose of this item is to have Council consider a request from World Fuel Services to extend its current lease at the Meekatharra Airport for a period of 6 months.

Attachments

Extension Request

Background:

The current lease was established in 2001 for a 15 year period and expires 14 August 2016

As stated in the current lease, the sole purpose of the facility was to provide aviation fuel to the Royal Flying Doctor Service (RFDS) operations. The facility was operational for approximately 5 years before RFDS changed suppliers.

The facility has remained unused since.

All lease charges have been paid during this time.

Background negotiations were being conducted between RFDS and Mobil Oil Australia Pty Ltd for the sale of the facility but have ceased following the announcement on the Stock Exchange that all of Exxon Mobil's worldwide aviation facilities had been sold to World Fuels Services.

In Australia this sale is subject to Australian Competition and Consumer Commission (ACCC) approval.

A handover team is also being established to oversee the transfer of the assets if the sale is approved. It is expected that the complete transfer will be completed within 12 months

Whilst the facility is not ideally positioned it has the potential of meeting its original purpose, however should this not occur the best option would be its removal.

Any new storage facility should be located outside of the Airside area.

At the April 2016 meeting of Council it was resolved to grant a one year extension to the Mobil Lease to accommodate the impending sale to World Fuel Services.

“That Council;

Grant Mobil Oil Australia Pty Ltd lease, on a Non Exclusive Use basis, of Land at the Meekatharra Airport on the same conditions as indicated in the current lease for a period of 12 months, terminating 14 August 2017.

Upon the conclusion of the sale of the asset, permits assignment of the lease by Mobil Oil Australia Pty Ltd to World Fuel Services for the remaining term of the lease.”

Comment:

World Fuels Services have now indicated that they have been unable to sell the facility at the Meekatharra airport and now intend to remove the facility.

Negotiations were taking place up until September 2017.

They seek a further extension of Six (6) months by way of varying the original deed from 12 months to 18 months to allow removal of the facility.

In effect as negotiations went past the end of the agreement the facility will be required to be removed within four (4) months from this point in time.

Consultation:

Mal Trenfield – Airport Manager

Davin Magee – World Fuel Services

Statutory Environment:

Local Government Act 1995 S3.58

Local Government (Functions and General) Regulations 1996 R30 (2) (e)

Policy Implications:

Nil

Budget/Financial Implications:

The current lease charge is \$400.32 per month.

Strategic Implications:

Nil

Voting Requirements:

Simple Majority

Officers Recommendation / Council Resolution:

Moved: Cr PS Clancy

Seconded: Cr DK Hodder

That Council grants World Fuel Services Pty Ltd an extension of six (6) months on their lease, at the Meekatharra Airport for the sole purpose of removal of the fuel facility.

CARRIED 6/0



*World Fuel Services (Australia) Pty Ltd
Level 12, 10-16 Queen Street
Melbourne, VIC 3000
Phone 03 9678 2253 / 0402 231 577*

Attention: Geoff Carberry – Community & Development Services Manager
Meekatharra Shire Council
Main Street,
Meekatharra WA 6642

Subject: Meekatharra Airport RFDS Fuel Facility - Lease to World Fuel Services (Australia) Pty Ltd

Dear Geoff,

Further to emails of September 6th and 9th, World Fuel Services (Australia) Pty Ltd note that the assigned lease of the area on which the fuel facility is located at Meekatharra airport expired on 17 August 2017.

As per our meeting on May 2nd in your offices in Meekatharra, our intent was to seek offers on this facility (from both BP and RFDS) but nothing has transpired. We are therefore looking to relocate the tank/equipment within the next 6 months. Whilst it is disappointing that we couldn't find a mutually agreeable solution, we have a few plans to relocate this tank into North-Western Australia.

As such, and during conversations with you, it was mentioned that the Shire would be tolerant of a possible lease extension, in order for WFS to relocate the facility. This letter is to formally request this extension – ie. that Meekatharra council extend the existing lease for 6 months, whilst we deal with the logistics of this relocation.

Please seek Council approval for this lease extension – with all terms and conditions to remain the same.

Please either sign below once agreed with Council (assuming there is no other document that you'd prefer), or alternatively I have provided a short deed of extension, if you'd like to amend as required.

Thanks again for our earlier discussions, and I look forward to speaking to you soon.

Best Regards,

A handwritten signature in black ink, appearing to read "D. Magee".

Davin Magee - Director, Aviation Market Development

6 Month extension of Lease Granted by Meekatharra Council – extended to February 17th, 2018.

Signed -----

Geoff Carberry - Community & Development Services Manager



THIS DEED OF AMENDMENT (this "**Deed**") is made to be effective as of 15 August 2017 (the "**Effective Date**").

BETWEEN

World Fuel Services (Australia) Pty Ltd ("**World Fuel**")

AND

Shire of Meekatharra (the "**Shire**")

BACKGROUND

- A. On 14 July 2016, Mobil Oil Australia Pty Ltd ("**Mobil**") and Lessor entered into a Lease of Land with the Shire relating to the Meekatharra Airport RFDS Fuel Facility (the "**Lease**").
- C. Mobil subsequently assigned its interest in the Lease to World Fuel by deed of assignment.

AGREED TERMS

1.1 General

- (a) This Deed will be read together with and will form part of the Lease.
- (b) All words and phrases having a defined meaning in the Lease have the same meaning in this Deed.

1.2 Amendment

- (a) The Agreement shall be amended by deleting "**one (1) year**" in Section 1 and replacing them in their entirety with "**eighteen (18) months**".
- (b) In all other respects, the Lease remains unchanged.

1.3 Waiver

The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the party to be bound by the waiver.

1.4 Severability

Any provision in this Deed which is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable, and is otherwise capable of being severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Deed or affecting the validity or enforceability of that provision in any other jurisdiction.



1.5 Counterparts

This Deed may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

1.6 Further Assurance

Each party must do, sign, execute and deliver and must procure that each of its employees and agents does, signs, executes and delivers, all deeds, documents, instruments and acts reasonably required of it or them by notice from another party to carry out and give full effect to this Deed and the rights and obligations of the parties under it.

1.7 Governing Law

This Deed is governed by the laws of Western Australia. The parties submit to the exclusive jurisdiction of the Perth courts in respect of all matters relating to this Deed.



EXECUTED as a deed on the date set out below to be effective as of the Effective Date.

Date:

The Common Seal of the Shire of Meekatharra was hereunto affixed in the presence of

.....
President

.....
Chief Executive Officer

Executed for and on behalf of World Fuel Services)
(Australia) Pty Ltd (ACN 150 375 063))
)
)

.....
Director

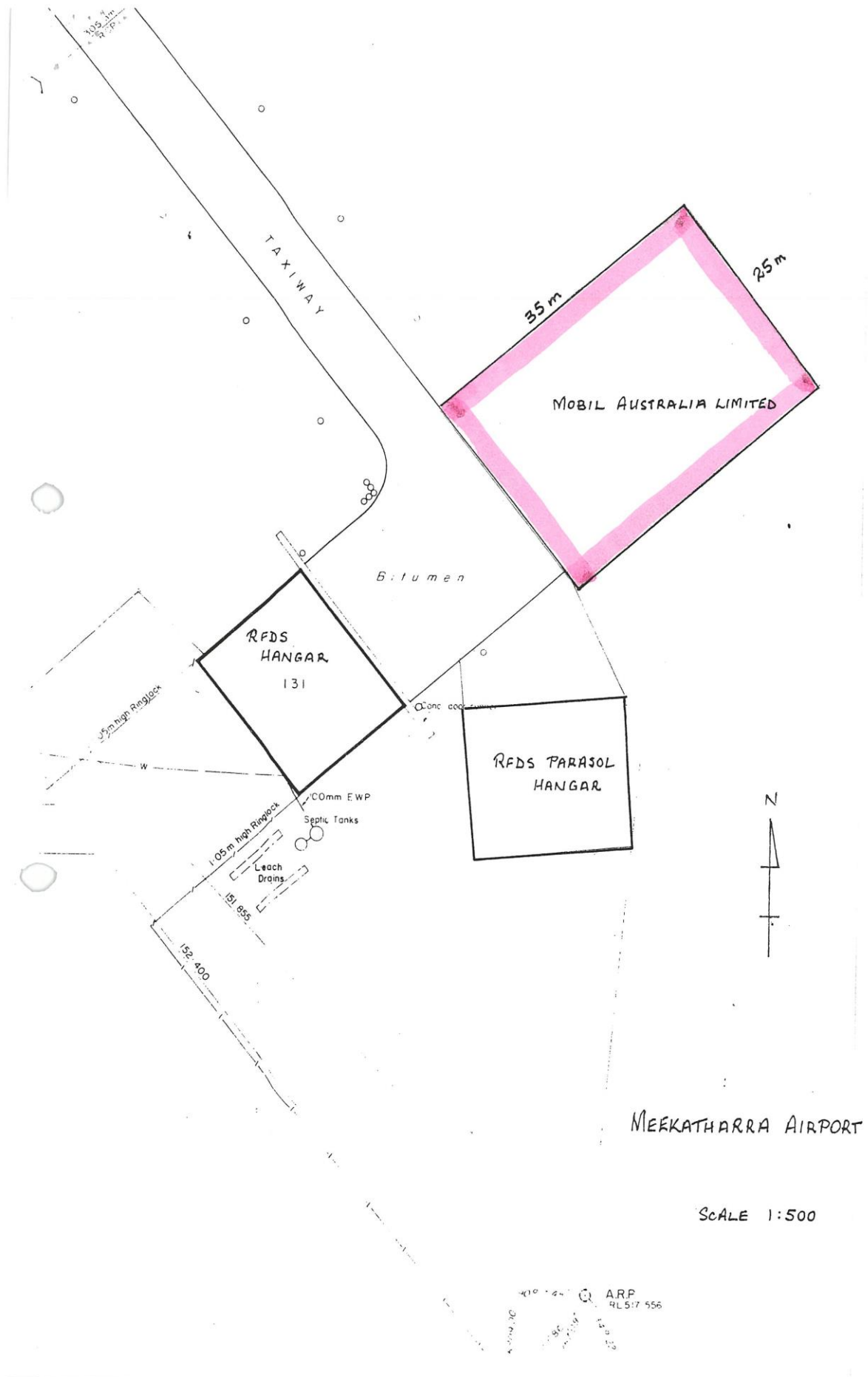
.....
Director

.....
Full Name (Print Name)

.....
Full Name (Print Name)

.....
Signature of Witness

.....
Name of Witness (Print Name)



Some of the performance indicators list on the last page have been amended to give greater clarity.

Consultation:

Roy McClymont - Chief Executive Officer
Community of Meekatharra

Statutory Environment:

Local Government Act 1995 section 5.56

Local Government (Administration) Regulations 1996 – Division 3

Division 3 — Planning for the future

“[Heading inserted in Gazette 26 Aug 2011 p. 3483.]

19C. Strategic community plans, requirements for (Act s. 5.56)

- (1) A local government is to ensure that a strategic community plan is made for its district in accordance with this regulation in respect of each financial year after the financial year ending 30 June 2013.*
- (2) A strategic community plan for a district is to cover the period specified in the plan, which is to be at least 10 financial years.*
- (3) A strategic community plan for a district is to set out the vision, aspirations and objectives of the community in the district.*
- (4) A local government is to review the current strategic community plan for its district at least once every 4 years.*
- (5) In making or reviewing a strategic community plan, a local government is to have regard to —*
 - (1) the capacity of its current resources and the anticipated capacity of its future resources; and*
 - (2) strategic performance indicators and the ways of measuring its strategic performance by the application of those indicators; and © demographic trends.*
- (6) Subject to subregulation (9), a local government may modify its strategic community plan, including extending the period the plan is made in respect of.*
- (7) A council is to consider a strategic community plan, or modifications of such a plan, submitted to it and is to determine* whether or not to adopt the plan or the modifications.*

**Absolute majority required.*
- (8) If a strategic community plan is, or modifications of a strategic community plan are, adopted by the council, the plan or modified plan applies to the district for the period specified in the plan.*
- (9) A local government is to ensure that the electors and ratepayers of its district are consulted during the development of a strategic community plan and when preparing modifications of a strategic community plan.”*

Policy Implications:

Nil

Budget/Financial Implications:

Nil

Strategic Implications:

Nil

Voting Requirements:

Absolute Majority

Officers Recommended Options / Council Resolution:

Moved: Cr AJ Binsiar

Seconded: Cr PS Clancy

That Council adopts the 2017-2027 Strategic Community Plan as presented.

**CARRIED 6/0
BY AN ABOSLUTE MAJORITY**



STRATEGIC COMMUNITY PLAN

2017 – 2027

Adopted from the 2012-2022 Strategic Community Plan,
as reviewed 2017



CONTENTS

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President's Message



The Shire of Meekatharra Strategic Community Plan maps out our vision and represents a clear direction for the next ten years.

The Plan will serve as the key strategic planning tool and it contains the primary aims, strategies and priorities to advance the Shire's vision of "A Place of Opportunities, A Place of Prosperity".

My thanks go to the members of the community who played a vital role in providing the input and ideas via workshops, one to one meetings and responding to a questionnaire. Elected member input needs to be recognised, which revealed a close alignment with the community's aspirations.

In implementing this Plan and maintaining its relevance through regular reviews, the objectives of the Strategic Community Plan will be effectively delivered by working in partnership with the community, other Shires, State and Commonwealth Governments, and the private sector.

Shire President



Introduction

All local governments in Western Australia are required to plan for the future under section 5.56(1) of the Local Government Act 1995. The regulations that govern the integrated strategic planning framework now require all local governments in Western Australia to develop and adopt two key documents by 30 June 2013, a Strategic Community Plan, driven by a robust Community Engagement Strategy, and a Corporate Business Plan.

The Department of Local Government has also provided an Integrated Planning and Reporting Framework to assist local governments in meeting their strategic planning responsibilities, which includes establishment of a successful integrated strategic planning process. The Strategic Planning Framework outlines the method to achieve a sustainable local government through adopting a holistic approach to planning and reporting. It involves improving integration of various statutory planning and reporting processes undertaken by the local government through streamlining business and reporting processes with the involvement of the community.

The Integrated Strategic Planning Framework consists of the following elements:

1. Strategic Community Plan – 10 year Plan
2. Corporate Business Plan – 4 year Plan, reviewed annually
3. Annual Budget – 1 year Plan, reviewed annually
4. Informing Strategies – including Long Term Financial Management Plan, Asset Management Plan and Workforce Plan.
5. Annual Report published each year to report to the community the overall progress of the Strategic Community Plan and the annual budget.

Key Components of a Strategic Community Plan

Under the new guidelines, it is essential that the Strategic Community Plan:

1. Is for a minimum of 10 years
2. States community aspirations, vision and objectives
3. Is developed or modified and documented through community engagement
4. Considers the current and future resources capacity, demographic trends and strategic performance measurement
5. Is adopted or modified by an absolute majority of Council



Strategic Community Plan Review

It is also required that:

1. A desktop review of the Strategic Community Plan is to be scheduled for 2 years from when it is adopted; and
2. A full review of the Strategic Community Plan is to be scheduled for 4 years from when it is adopted.

Advisory Standards of Compliance for Strategic Community Plan

The legislation also provides three advisory standards of compliance for Strategic Community Plan. The standards are a measure of evaluating a local government's level of integration of its operations geared towards achieving community outcomes. These advisory standards also provide additional guidance for the local government to better link all its plans for achieving excellence in service delivery.

The three standards are outlined in the Department of Local Government Integrated Planning and Reporting Framework guidelines. The basis standard is to be achieved by all local governments in Western Australia by 30 June 2013. The Shire of Meekatharra will meet this standard by achieving the following requirements:

1. Adopting the Shire of Meekatharra Strategic Community Plan and Community Business Plan that meets all of the regulatory requirements
2. Adopts a Community Engagement Policy
3. Community Engagement has involved at least 10% of residents and is conducted by at least 2 documented mechanisms.

Informing Strategies

Under the Department of Local Government Integrated Planning and Reporting Framework guidelines the Informing Strategies are shown as Long Term Financial Plan, Asset Management Plan, Workforce Plan and Services Plans. The Strategic Community Plan will be supported by these Plans. The Strategic Community Plan provides the road map for the future, the vision, through identifying the Shire's and the community's aspirations for the future whereas the Long Term Financial Plan and the Workforce Plan outlines availability of resources to achieve the vision supported by an asset base described in the Asset Management Plan.



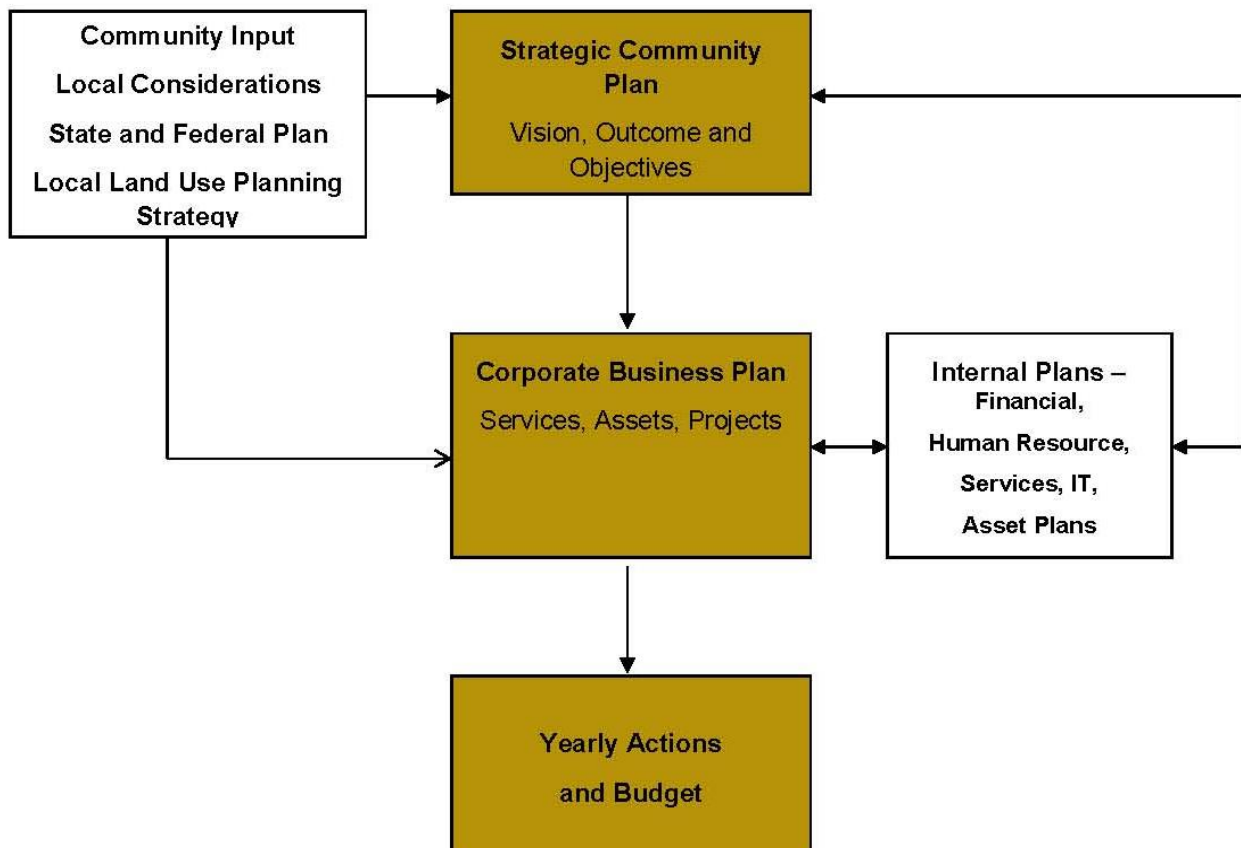
Our Strategic Community Plan

Our Strategic Community Plan (SCP) is a Council visionary document for the next 10 years, based on community input and our research to ensure our future is sustainable. Whilst it is recognized that not all outcomes can be delivered immediately, the plan will guide our decisions over the next 10 years.

The Corporate Business Plan identifies what we will achieve in the shorter term and the steps we will take to reach our long term vision and will enable us and the community to review and monitor our progress towards achieving our aspirations.

Implementing this plan will demand that the Shire not only continues to deliver and represent the community, but recognizes that we can't deliver alone. We will work in partnership with other Shires, State and Federal Governments and the private sector to advocate delivery of our plan.

Our Planning Framework





How the Plan was Developed

The Shire, in partnership with community and stakeholders, has developed a shared strategic vision, goals and outcomes. These visions and goals are reviewed on a regular basis.

In the initial stages of development, research was undertaken across the quadruple bottom line to ensure our community and Council were able to make informed and appropriate priority decisions for our local community. This included a review of the external Commonwealth and State Government plans, and long term demographic changes and impacts, risks and the challenges facing our community, to ensure we are a sustainable and growing community.

Community feedback was critical to understand our identity in building our shared vision, and to provide the opportunity to develop key areas of need, opportunity, and community priorities. Community were given the opportunity to be involved in a number of ways. Community surveys and feed-back were analysed, individual interview opportunities were provided, and a community workshop/forum was held where participants were engaged with, provided comments and feedback.

Community feedback was themed and analysed to create a vision of community based needs, which will be continually used to ensure future decisions and priorities are reflective of the local community. These perceptions were used as the basis to develop our Council Strategic Planning Outcomes and Objectives. Our identity and local visions for the next ten years is underpinned by environmental, social and economic goals, which were developed from community priorities and the research analysis.

In the consideration of priorities articulated within the Plan, community ideas and projects were considered within our resource capacity, both financial and asset.

Our primary aim, "to build a united and cohesive community by improving safety and security, and developing a sense of culture, vibrancy, and energy by strengthening community development", and our goals, have been our focus in choosing our priorities, based on our concerns to sustain our local area, to build and diversify our economic capacity, building local area employment opportunities, service delivery and advocacy, whilst not losing our past identity and history.

Our shared vision, aim and goals will assist Council in future decisions.



Our Shire Profile

Our Area

The Shire covers an area of 100,733 square kilometres. The Shire consists of, three localities being Meekatharra, Peak Hill and Nannine; two aboriginal communities of Yulga Jinna and Buttah Windee; and the aboriginal education centre of Karalundi. Meekatharra contains the majority of the population. Within the Shire there are numerous facilities, including the sporting complex and gymnasium, youth centre, swimming pool, squash court, Kart Club and a regional airport.

Our Economy

The local economy is based on a mix of mining, retail, manufacturing and construction, and pastoral farming. There is limited retail industry, but a sound commercial base, with local businesses remaining relatively constant. The area has a series of tourist attractions and provides a unique lifestyle choice.

The future economic viability of Meekatharra is optimistic, but significantly dependent upon the mining sector, which is a major risk. This reliance has been considered in the plan.

Our People

The population of 1,376 (2015 Bureau of Statistics) indicates a 3.4% decline over 5 years, driven mostly by job opportunities in the mining sector and associated industries. The population is diverse in nature; presenting challenges in managing an ageing and a significant indigenous population.

Our Environment

The local environment is valued, supporting quiet, simple and peaceful lifestyle choices. The remoteness, wide open spaces and natural environment needs to be sustained. Viable pastoral farming land is highly valued and needs to be maintained. Tourism projects need to be mindful of environmental impacts.

Our Key Challenges and Risks

Our Plan needs to manage our identified risks and local issues, which have been identified and considered within our plan. Issues identified and addressed include:

- Economic capacity
- Community safety



- Climate change
- Closure/downgrading of health and education facilities
- Increasing number of people over 65

Our Resourcing Capability

Our financial capabilities are limited by our capacity to grow our revenue streams, which includes our ability to source external funding from grant programs and how much our community can sustain in the way of rate increases.

Our Long Term Financial Plan modelling details a range of financial management strategies we can implement that will assist us to address any funding gaps for Asset Renewal requirements, and also allow us to deliver the outcomes our community has asked to provide. Some of the actions and strategies identified in our priorities are contingent upon external grant funding and the Council will be working hard to secure these funding sources so we can deliver our communities outcomes.

Our initial workforce planning assessment, based on forecast trends, highlights that our workforce will remain relatively constant over the planning period. Gaps identified are temporary in nature and generally require specialised skills that may not be available within normal staffing levels. These short term gaps will be filled by engaging suitable consultants/contractors to fulfil the required tasks.

Review of Our Plan

We will undertake a desktop review of our Strategic Community Plan every two years; and a full review every four years where we will seek further input from our community. This will ensure that our Plan continues to be relevant and that we are able to respond to the demands of the current environment.

Note

A full review including public consultation was carried out in 2016/2017 following the same processes as used for the development of the plan.



Our Vision

A Place of Opportunities, A Place of Prosperity

Our Shire will be

- ♦ a place that is safe, clean and has an active and respectful community.
- ♦ a place that is enterprising and progressive.
- ♦ the regional hub of the Murchison Region.
- ♦ a place that maximises its potential through its historical, tourism and cultural attractions.
- ♦ a place that nurtures its youth and invests in their future.
- ♦ a place that retains its unique health and medical services.
- ♦ a place that builds social cohesion and a sense of pride and ownership.

Our Aim

- ♦ To build a united and cohesive community by improving safety and security, and developing a sense of culture, vibrancy, and energy by strengthening community development.



Our Goals

Social

- ♦ Build community safety and a sense of security.
- ♦ Strengthen community interactions and build a united and cohesive community.
- ♦ Build and strengthen community, culture, vibrancy and energy.

Environmental

- ♦ Maintain and preserve the natural environment, enhancing the 'remote' experience of Meekatharra.
- ♦ Build the attractiveness of Meekatharra through the delivery of infrastructure and services.

Economic

- ♦ Build the economic base through diversification and actively supporting local businesses.
- ♦ Effective management and planning of transport infrastructure.

Leadership

- ♦ Strong leadership, governance and planning that make best use of our physical, financial and human resources.
- ♦ Financially sustainable and progressive.



Community Priorities against Key Areas

Social: Building a Sense of Community

Our Vision:

Our place will be a safe community, with a strong sense of security.

Our place will have a united and cohesive community.

We will have access to services and facilities that meet our requirements.

Our objectives and priorities are built from our outcomes.

OUTCOMES	OBJECTIVES	PRIORITIES
Sustainable community	Build community participation, interactions and connections.	<ul style="list-style-type: none"> Investigate level of interest and capacity for the establishment of Emergency Cadets. Investigate interest and feasibility for the establishment of a Junior Council. Encourage and support community participation in sporting clubs, events and community activities. Encourage and support community to initiate and self-manage new sporting and community activities.
	Enhance Youth Services	<ul style="list-style-type: none"> Develop and implement a Youth Services Strategy, which will include provision for a Youth Drop-in Centre. Expand operation of youth services to meet community needs.
	Develop a safe, secure community	<ul style="list-style-type: none"> Investigate the feasibility of implementing security patrols. Monitor the effectiveness and costs of CCTV for such locations as the Main Street. Install CCTV services to other strategic locations as identified to be cost effective or of nature that improves security of community assets. Review existing street lighting to ensure adequacy and service.
Community needs for services and facilities are met	Ensure access to services and facilities as needs change within the community.	<ul style="list-style-type: none"> Develop and implement service plans that detail aim of service, level and frequency of service, and partnerships required to deliver services. Advocate for retention and improvement to health and education services. Advocate widely for the upgrade/replacement of the Meekatharra Hospital. Advocate for improved banking facilities



Natural Environment: Preserve and Sustain our Natural Environment

Our Vision:

Our environment will be preserved, enhanced and we will retain our 'remote' identity.

We will value our natural resources, managing our use of water and energy.

We will maintain effective environmental health management to promote and ensure a healthy lifestyle.

We will share our natural environment with stakeholders, through tourism strategies.

Our objectives and priorities are built from our outcomes.

OUTCOMES	OBJECTIVES	PRIORITIES
Preserved and enhanced natural environment	Maintain the natural environment.	✦ Develop and maintain parklands. ✦ Encourage and support environmentally sustainable programs in the community
Sustainable resources	Support sustainable and use of renewable resources.	✦ Develop options to manage use of water and energy. ✦ Investigate options of solar energy potential.
Healthy Community	Effective Environmental Health Management	✦ Continue to explore options to reduce, reuse and recycle waste sustainably.



Built Environment: Enhanced Lifestyle Choices

Our Vision:

Our land-use and assets, including local roads, airport, parks, reserves and facilities will meet the future needs of our growing community.

Our town will be enhanced through improved street scaping and infrastructure.

We will provide commercial and industrial land-use to create employment opportunities.

Our objectives and priorities are built from our outcomes.

OUTCOMES	OBJECTIVES	PRIORITIES
Sustainable Infrastructure	Beautification of community spaces.	<ul style="list-style-type: none"> Develop and implement landscaping/street scaping plan in main street area and at strategic locations. Examine potential and feasibility of introducing waste recycling in town. Develop active and passive recreation parklands strategy.
	Upgrade and maintain local infrastructure.	<ul style="list-style-type: none"> Provide facilities to support community driven programs and activities. Develop a Facilities Use Strategy Develop and implement asset management plans, including roads, footpaths, and buildings & structures. Continue to upgrade and seal Landor-Meekatharra Road and advocate for the sealing of the Wiluna - Meekatharra-Carnarvon regional link Maintain the Meekatharra Airport to ensure ongoing capability for Regular Passenger Transport Services. Advocate widely for the upgrade/replacement of the Meekatharra Hospital.
	Facilitate the upgrading and maintaining of State Road Infrastructure	<ul style="list-style-type: none"> Advocate for the upgrading of the Wiluna-Meekatharra section of the Goldfields Highway to a sealed standard.
Planned development	Create land use capacity for industry	<ul style="list-style-type: none"> Review Town Planning Scheme and Local Planning Strategy to ensure commercial and industrial opportunities are maximised.



Housing needs are met	Facilitate affordable and diverse housing options	<ul style="list-style-type: none">✦ Review Town Planning Scheme and Local Planning Strategy to ensure housing and land choices are available.✦ Advocate for State to ensure appropriate levels of residential land are available.
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Economic Development: Maximise Business and Employment Opportunities

Our Vision:

Our economy will thrive through diversified business and employment opportunities, taking advantage of our strategic transport position.

We will attract industrial and employment development opportunities and develop skill opportunities for our growing community.

Our objectives and priorities are built from our outcomes.

OUTCOMES	OBJECTIVES	PRIORITIES
Economic Growth	Maximise business development opportunities.	<ul style="list-style-type: none"> ✦ Develop and implement suitable main street area landscaping/street scaping plan. ✦ Research potential for horticulture farms and food forests as community based industries. ✦ Encourage new businesses through information incentives and land-use provision. ✦ Advocate for mining companies to construct accommodation facilities adjoining the town. ✦ Advocate for passenger transport services to be maintained at adequate levels.
	Upgrade and maintain local infrastructure.	<ul style="list-style-type: none"> ✦ Develop and implement asset management plans, including roads, footpaths, and buildings & structures. ✦ Provide facilities to support community driven programs and activities.
Planned development	Create land use capacity for industry	<ul style="list-style-type: none"> ✦ Review Town Planning Scheme and Local Planning Strategy to ensure commercial and industrial opportunities are maximised. ✦ Partner with Department of Lands and Planning for the release of additional blocks of land.
Housing needs are met	Facilitate affordable and diverse housing options	<ul style="list-style-type: none"> ✦ Review Town Planning Scheme and Local Planning Strategy to ensure housing and land size choices are available. ✦ Advocate for State to ensure adequate levels of residential land are available.



Increased Visitors	Develop Tourism Industry	<ul style="list-style-type: none">✦ Examine potential and feasibility of establishing a Tourist/Museum/Cultural Centre.✦ Build tourism capability through events, arts, history and cultural experiences.✦ Encourage and support local businesses to meet recognised customer service standards.
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Governance: Strengthen Local Leadership

Our Vision:

We will ensure our sustainability through our leadership and partnerships and ensure we make informed resource decisions for the good of our community.

We will engage and listen to our community, advocate on their behalf, be transparent, accountable and manage within our governance and legislative framework.

Our objectives and priorities are built from our outcomes.

OUTCOMES	OBJECTIVES	PRIORITIES
Council and Community Leadership	Provide leadership on behalf of the Community.	<ul style="list-style-type: none"> ✦ Lobby and advocate for improved services, infrastructure and access. ✦ Advocate for the regional strengthening of health and education services. ✦ Develop partnerships with stakeholders to enhance community services and infrastructure.
	Foster community participation and collaboration.	<ul style="list-style-type: none"> ✦ Develop a community engagement Policy and Strategy and provide opportunities for community participation. ✦ Support volunteers and encourage community involvement.
Sustainable Governance	Manage resources effectively.	<ul style="list-style-type: none"> ✦ Develop and maintain Long Term Financial Plan and Asset Management Plans to inform decisions. ✦ Develop and implement service plans that detail aim of service, level and frequency of service, and partnerships required to deliver services. ✦ Ensure governance and legislative requirements are met.
	Develop workforce capability	<ul style="list-style-type: none"> ✦ Develop workforce plan to ensure human resources are available and future skill requirements are identified and developed.
Organisational Leadership	Culture of continual improvement and innovation	<ul style="list-style-type: none"> ✦ Ensure effective systems are in place to monitor and improve performance.



Sustainability Performance Index

Performance of the Shire of Meekatharra will be measured against a sustainability index, based on a balanced scorecard. Whilst four indices of performance are lag indicators to measure and report on, lead indicators have been identified for monitoring and review by the leadership team.

Performance Measures

INDEX	LAG INDICATORS	LEAD INDICATORS
Resource index	Financial: <ul style="list-style-type: none"> Local Government Financial Performance Measures Actual Results 	Financial: <ul style="list-style-type: none"> Operating surplus ratio between 0% - 15%. Current ration greater than 100%. Rates coverage ratio equal to or greater than 40%. Debt coverage ratio of at least 200%.
	Assets: <ul style="list-style-type: none"> Local Government Asset Management Performance Measures Actual Results 	Assets: <ul style="list-style-type: none"> Asset consumption ration between 50% - 75%. Asset sustainability ratio between 90% - 110%. Asset renewal funding ratio between 95% - 105%.
Capability Index	Percentage of Business Excellence Assessment Improvement (Every Two Years)	<ul style="list-style-type: none"> 5% of identified improvements achieved. 20% of internal processes reviewed every two years.
Customer index	Customer Perception Survey.	<ul style="list-style-type: none"> Customer complaints (reduction) Customer requests completed in a timely manner Survey satisfaction levels to be carried on a regular basis.
	Partnership Survey	<ul style="list-style-type: none"> Number of formalised partnerships.
	Community Report	<ul style="list-style-type: none"> Number of Completed Actions against Strategic Community Plan.
People Index	Employee Survey	<ul style="list-style-type: none"> Improved staff training 10% reduction in Staff turnover. Safety – Reduction of Long Term Injuries (LTI's).



The Strategic Community Plan will be monitored through the Corporate Business Plan reporting framework on a quarterly basis, and reported to the community on an annual basis.

9.5 HEALTH BUILDING AND TOWN PLANNING**9.6 WORKS AND SERVICE**

Title/Subject:	PROPOSED PURCHASE OF PAD FOOT ROLLER
Agenda/Minute Number:	9.6.1
Applicant:	Nil
File Ref:	RFQ 2017 /18 04
Disclosure of Interest:	Nil
Date of Report:	13 October 2017
Author:	Doug Davey Works and Services Manager

*Signature of Author*

Senior Officer:	Roy McClymont Chief Executive Officer
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*Signature Senior Officer***Summary/Matter for Consideration:**

Purchase of one new 16 tonne Pad Foot Roller

Attachments:

Copy of Quote request document provided to quoters

Background

Quotations were called for on the 25/09/2017 for the supply of one new 16 Tonne Pad Foot Roller on the basis of trading Councils Bomag 216 PD-4 Roller.

Comment:

Quotations were called for through WALGA Preferred Supplier Contract No CO23-11.

Quote requests were e-mailed to WesTrac, Tutt Bryant and Conplant.

Extensive research was carried out in regards to parts supply, service, warranty, cost of optional extras and availability of each quote.

Consultation:

Chief Executive Officer, Works Group and Construction Staff

Statutory Environment:

Local Government Act 1995 including section 3.57

Policy Implications:

Purchasing Policy 4.2

Budget/Financial Implications:

A budget allocation of \$190,000 has been included in the 2017/18 budget for the purchase of a new 16 Tonne Pad Foot Roller. Pricing exclusive of GST

Company	Make of Roller	Price	Trade	Change Over
Conplant	Amman ASC 150 PD	\$153,960	\$41,800	\$112,160
WesTrac	Cat CP74	\$165,500	\$55,000	\$110,500
Tutt Bryant	Bomag BW216PD-5	\$189,500	\$42,500	\$147,000

Strategic Implications:

Nil

Voting Requirements:

Simple Majority

Officers Recommendation / Council Resolution:

Moved: Cr PS Clancy

Seconded: Cr HJ Nichols

That Council purchases one new Cat CP 74 Pad Foot Roller from Westrac for the changeover price of \$110,500 exclusive of GST.

CARRIED 6/0

REQUEST FOR QUOTATION ONE PAD FOOT ROLLER RFQ 2017/2018—04

You are invited to supply a written quote for 1x New 16 tonne Vibrating Pad Foot Roller also a trade in value on 1x 2008 model Bomag 16 Tonne Vibrating Pad Foot Roller Hours 1,300 and 1x Cat CS573 1998 Model Smooth Drum Roller Hours 7,800.

Quotations will be through WALGA Preferred Supplier Contract NO C023- 11

Specification

1x16 Tonne Vibrating Pad Foot Roller

Standard Equipment

Supply Detailed List of standard equipment

Optional Equipment

Supply detailed list of optional equipment with pricing

Mandatory Equipment

LED Flashing Light

Canvas Seat Cover

9KG Fire Extinguisher

Internal E Stop

Lockable Battery Isolator

Licence for 12 Months

Signwriting

UHF Radio

Window Tint

Delivery to Meekatharra

Full Handover with Operator and service training

Parts Supply

Provide location of fast moving parts and parts supply in WA

Warranty

State Warranty Period

State availability of new machine.

The Shire President, Cr NL Trenfield declared an impartiality interest in item 9.7.1 and left the meeting at 9:58am. (although not required to do so)

Deputy Shire President, Cr PS Clancy assumed the position of Chairperson.

9.7 CONFIDENTIAL ITEMS

Moved: Cr HJ Nichols

Seconded: Cr DK Hodder

That the meeting be closed to members of the public to allow Council to discuss items 9.7.1 which concerns a matter of a confidential nature.

This is in accordance with the Act:

- **Section 5.23 (2)(e)(ii) a matter that if disclosed, would reveal information that has a commercial value to a person.**
- **Section 5.23 (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.**

CARRIED 5/0

CONFIDENTIAL ITEM

(all confidential items removed)

Moved: Cr HJ Nichols

Seconded: Cr DK Hodder

That the meeting be opened to the public.

CARRIED 5/0

10 NEW BUSINESS OF AN URGENT NATURE – INTRODUCED BY RESOLUTION OF THE MEETING

Nil

11 ELECTED MEMBERS MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil

12 CLOSURE OF MEETING

The Deputy Shire President, Cr PS Clancy, declared the meeting closed at 10:22am.