

**SHIRE**  
*of*  
**DANDARAGAN**

**AGENDA AND BUSINESS PAPERS**

for the

**ORDINARY COUNCIL MEETING**

to be held

**AT THE COUNCIL CHAMBERS, JURIEN BAY**

on

**THURSDAY 25 JUNE 2020**

**COMMENCING AT 4.00PM**

*(THIS DOCUMENT IS AVAILABLE IN LARGER PRINT ON REQUEST)*



## ORDINARY COUNCIL MEETING

**THURSDAY 25 JUNE 2020**

Welcome to the Ordinary Council Meeting of the Shire of Dandaragan.

Please be advised that the Ordinary Meeting of Council will be held on the following dates, times and venues:

<b>DAY</b>	<b>DATE</b>	<b>TIME</b>	<b>MEETING VENUE</b>
<b>Thurs</b>	<b>25 June 2020</b>	<b>4.00pm</b>	<b>Jurien Bay</b>
<b>Thurs</b>	<b>23 July 2020</b>	<b>4.00pm</b>	<b>Jurien Bay</b>
<b>Thurs</b>	<b>27 August 2020</b>	<b>11.00am</b>	<b>Jurien Bay School Visit</b>
<b>Thurs</b>	<b>24 September 2020</b>	<b>4.00pm</b>	<b>Dandaragan</b>
<b>Thurs</b>	<b>22 October 2020</b>	<b>4.00pm</b>	<b>Jurien Bay</b>
<b>Thurs</b>	<b>26 November 2020</b>	<b>4.00pm</b>	<b>Cervantes</b>
<b>Thurs</b>	<b>17 December 2020</b>	<b>4.00pm</b>	<b>Jurien Bay</b>
<b>Thurs</b>	<b>28 January 2021</b>	<b>4.00pm</b>	<b>Jurien Bay</b>
<b>Thurs</b>	<b>25 February 2021</b>	<b>4.00pm</b>	<b>Jurien Bay</b>
<b>Thurs</b>	<b>25 March 2021</b>	<b>4.00pm</b>	<b>Jurien Bay</b>
<b>Thurs</b>	<b>22 April 2021</b>	<b>4.00pm</b>	<b>Badgingarra</b>
<b>Thurs</b>	<b>27 May 2021</b>	<b>4.00pm</b>	<b>Jurien Bay</b>
<b>Thurs</b>	<b>24 June 2021</b>	<b>4.00pm</b>	<b>Jurien Bay</b>

Members of the public are most welcome to attend the Council Meeting.

**Brent Bailey**  
**CHIEF EXECUTIVE OFFICER**



## **DISCLAIMER**

### **INFORMATION FOR THE PUBLIC ATTENDING A COUNCIL MEETING**

**Please note:**

The recommendations contained in this agenda are Officer's Recommendations only and should not be acted upon until Council has considered the recommendations and resolved accordingly.

The resolutions of Council should be confirmed by perusing the Minutes of the Council Meeting at which these recommendations were considered.

Members of the public should also note that they act at their own risk if they enact any resolution prior to receiving official written notification of Council's Decision.

**Brent Bailey**  
**CHIEF EXECUTIVE OFFICER**



## COUNCIL MEETING INFORMATION NOTES

1. Your Council generally handles all business at Ordinary or Special Council Meetings.
2. From time to time Council may form a Committee, Working Party or Steering group to examine subjects and then report to Council.
3. Generally all meetings are open to the public; however, from time to time Council will be required to deal with personal, legal and other sensitive matters. On those occasions Council will generally close that part of the meeting to the public. Every endeavour will be made to do this as the last item of business of the meeting.
4. Public Question Time. It is a requirement of the Local Government Act 1995 to allow at least fifteen (15) minutes for public question time following the opening and announcements at the beginning of the meeting. Should there be a series of questions the period can be extended at the discretion of the Presiding Member.

***Written notice of each question should be given to the Chief Executive Officer fifteen (15) minutes prior to the commencement of the meeting. A summary of each question and response is included in the Minutes.***

***When a question is not able to be answered at the Council Meeting a written answer will be provided after the necessary research has been carried out. Council staff will endeavour to provide the answers prior to the next meeting of Council.***

***Council has prepared an appropriate form and Public Question Time Guideline to assist.***

5. **Councillors** may from time to time have a financial interest in a matter before Council. Councillors must declare an interest and the extent of the interest in the matter on the Agenda. However, the Councillor can request the meeting to declare the matter **trivial, insignificant** or **in common with a significant number of electors** or **ratepayers**. The Councillor must leave the meeting whilst the matter is discussed and cannot vote unless those present agree as above.

**Members of staff**, who have delegated authority from Council to act on certain matters, may from time to time have a financial interest in a matter on the Agenda. The member of staff must declare that interest and generally the Presiding Member of the meeting will advise the Officer if he/she is to leave the meeting.

6. Agendas including an Information Bulletin are delivered to Councillors within the requirements of the Local Government Act 1995, i.e. seventy-two (72) hours prior to the advertised commencement of the meeting. Whilst late items are generally not considered there is provision on the Agenda for items of an urgent nature to be considered.

**Should an elector wish to have a matter placed on the Agenda the relevant information should be forwarded to the Chief Executive Officer in time to allow the matter to be fully researched by staff. An Agenda item including a recommendation will then be submitted to Council for consideration should it be determined appropriate by the Chief Executive Officer.**

**The Agenda closes the Monday week prior to the Council Meeting (i.e. ten (10) days prior to the meeting).**

The Information Bulletin produced as part of the Agenda includes items of interest and information, which does not require a decision of Council.

7. Agendas for Ordinary Meetings are available in the Shire of Dandaragan Administration Centre and all four libraries as well as on the website [www.dandaragan.wa.gov.au](http://www.dandaragan.wa.gov.au) seventy-two (72) hours prior to the meeting and the public are invited to secure a copy.

8. Agenda items submitted to Council will include a recommendation for Council consideration. Electors should not interpret and/or act on the recommendations until after they have been considered by Council. Please note the Disclaimer in the Agenda (page 3).
9. Public Inspection of Unconfirmed Minutes (Reg 13)

A copy of the unconfirmed Minutes of Ordinary and Special Meetings will be available for public inspection in the Shire of Dandaragan Libraries and on the website [www.dandaragan.wa.gov.au](http://www.dandaragan.wa.gov.au) within ten (10) working days after the Meeting.

**NOTE:**

10.3 Unopposed Business

- (1) Upon a motion being moved and seconded, the person presiding may ask the meeting if any member opposes it.
- (2) If no member signifies opposition to the motion the person presiding may declare the motion in sub clause (1) carried without debate and without taking a vote on it.
- (3) A motion carried under sub clause (2) is to be recorded in the minutes as a unanimous decision of the Council or committee.
- (4) If a member signifies opposition to a motion the motion is to be dealt with according to this Part.

This clause does not apply to any motion or decision to revoke or change a decision which has been made at a Council or committee meeting.

## SHIRE OF DANDARAGAN QUESTIONS FROM THE PUBLIC

The Shire of Dandaragan welcomes community participation during public question time as per the Shire of Dandaragan Standing Orders Local Law.

A member of the public who raises a question during question time is requested to:

- (a) provide a copy of his or her questions at least 15 minutes prior to the commencement of the meeting;
- (b) first state his or her name and address;
- (c) direct the question to the President or the Presiding Member;
- (d) ask the question briefly and concisely;
- (e) limit any preamble to matters directly relevant to the question;
- (f) ensure that the question is not accompanied by any expression of opinion, statement of fact or other comment, except where necessary to explain the question;
- (g) each **member of the public** with a question is **entitled to ask up to 3 questions** before other members of the public will be invited to ask their questions;
- (h) when a member of the public gives written notice of a question, the President or Presiding Member may determine that the question is to be responded to as normal business correspondence.

The following is a summary of procedure and a guide to completion of the required form.

1. This is a "question" time only. Orations, explanations or statements of belief will not be accepted or allowed.
2. Questions must relate to a matter affecting the Shire of Dandaragan.
3. Questions must be appropriate and made in good faith. Those containing defamatory remarks, offensive language or question the competency or personal affairs of council members or employees may be ruled inappropriate by the Presiding Member and therefore not considered.
4. Frame your question so that it is both precise and yet fully understood. Long questions covering a multitude of subjects are easily misunderstood and can result in poor replies being given.
5. Write your question down on the attached form, it helps you to express the question clearly and provides staff with an accurate record of exactly what you want to know.
6. When the President or presiding member calls for any questions from the public, stand up and wait until you are acknowledged and invited to speak. Please start by giving your name and address first, then ask the question.
7. Questions to be put to the President or presiding member and answered by the Council. No questions can be put to individual Councillors.
8. The question time will be very early in the meeting. **There is only 15 minutes available for Question Time.** Questions not asked may still be submitted to the meeting and will be responded to by mail.
9. When you have put your question, resume your seat and await the reply. If possible, the President or presiding member will answer directly or invite a staff member with special knowledge to answer in his place. However, it is more likely that the question will have to be researched, in which case the President or presiding member will advise that the question will be received and that an answer will be forwarded in writing. Please note under NO circumstances, will the question be debated or discussed by Council at that meeting.
10. To maximise public participation only three questions per person will initially be considered with a time limit of 2 minutes per person. If there is time after all interested persons have put their questions the President or presiding member will allow further questions, again in limits of two per person.
11. To fill out the form, just enter your name and address in the appropriate areas together with details of any group you are representing, then write out your question.
12. Please ensure your form is submitted to the minute's secretary.

If you have difficulty in or are incapable of writing the question, Shire staff are available on request to assist in this task.

We hope this note assists you in the asking of your question and thank you for your interest and participation in the affairs of our Shire.

**SHIRE OF DANDARAGAN**

**QUESTIONS FROM THE PUBLIC**

**Any member of the public wishing to participate in Public Question Time during Council or Committee meetings is welcome to do so, however, Council requires your name, address and written questions to be provided to the meeting secretary.**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Contact No: \_\_\_\_\_ Meeting Date: \_\_\_\_\_

Council Agenda Item No: \_\_\_\_\_

Name of Organisation Representing: \_\_\_\_\_  
*(if applicable)*

**QUESTION:**

*Each member of the public is entitled to ask up to 3 questions before other members of the public will be invited to ask their question. 15 Minutes is allotted to Public Question Time at Council Meetings.*

**Please see notes on Public Question Time overleaf...**



# SHIRE OF DANDARAGAN

## Record of Disclosure

Person making disclosure:

**Surname:** \_\_\_\_\_

**Given Names:** \_\_\_\_\_

Member of Council       Officer of Council       Committee Member

**Date of Meeting:** \_\_\_\_\_

**Type of Meeting:**     Ordinary Meeting of the Council     Committee Meeting

Special Meeting of the Council     Selection Panel     Other \_\_\_\_\_

**Report Item No:** \_\_\_\_\_

**Report Title:** \_\_\_\_\_

**Nature of Interest:**     Financial (section 5.60A)       Proximity (section 5.60B)

Indirect Financial (section 5.61)     Impartiality

**Extent of Interest:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**(Office Use Only)**

Minute Book Page: \_\_\_\_\_

Signature of Staff Recording Entry: \_\_\_\_\_



For the purpose of the financial interest disclosure provisions you will be treated as having an interest in a matter, if either you (as a relevant person), or a person with whom you are closely associated, has –

- a direct or indirect financial interest in a matter; or
- a proximity interest in a matter

### **Section 5.60A – Financial Interest**

The Act provides that: A person has a financial interest in a matter if it is reasonable to expect that the matter will, if dealt with by the local government, or an employee or committee of the local government or member of the council of the local government, in a particular way, result in a financial gain, loss, benefit or detriment for the person. The elements are:

- there is a matter to be dealt with;
- if the matter were to be dealt with in a particular way, it would be reasonable to expect the person to enjoy a financial gain or benefit, or suffer a financial loss or detriment. All elements must exist for there to be a direct financial interest. When considering the elements to test whether you have a direct financial interest in a matter, remember that the same test must be applied to persons with whom you are closely associated.

### **Section 5.60B - Proximity interest**

The Act requires you to disclose a proximity interest that you, or a person with whom you are closely associated, has in a matter before a council or council committee meeting. You (or a person with whom you are closely associated) have a proximity interest in any matter that concerns:

- a proposed change to a planning scheme affecting land that adjoins the person's land;
  - a proposed change to the zoning or use of land that adjoins the person's land; or
  - a proposed development of land that adjoins the person's land (development refers to the development, maintenance or management of the land or of services or facilities on the land)
- The existence of a proximity interest is established purely by the location of land, a financial effect on the valuation of your land or on the profitability of your business does not have to be established. It is therefore important that you fully understand when a proximity interest exists.

### **Section 5.61 – Indirect Financial Interest**

The Act states that a reference to an indirect financial interest of a person includes a reference to a financial relationship between that person and another person who requires a local government decision in relation to the matter. The word "includes" in this context is not exhaustive and therefore other indirect financial interests do exist. An indirect financial interest also includes an interest a person has in a matter if it is reasonable to expect that the matter will, if dealt with by the local government in a particular way, result in an indirect financial gain, loss, benefit or detriment for the person.

The Act does not expressly define "financial relationship", therefore it should be taken to have its ordinary meaning of a relationship which is of a financial nature (whether or not the relationship also has other aspects). For example, you may have a personal relationship with a person (e.g. friendship), but also a business relationship with that person. It is to be remembered that the existence of an indirect financial interest in a matter can be established by showing that you, or a person with whom you are closely associated, has a financial relationship with a person requiring a local government decision in relation to that matter. There is no requirement to establish a financial gain, loss, benefit or detriment in this instance, the mere existence of a financial relationship and the requirement for a decision is sufficient for a breach of the provision to have occurred.

Elected members must remember that a financial or proximity interest can exist even though the matter is being dealt with by employees under delegated authority. Therefore you should avoid any involvement in discussions on those matters at meetings that you attend as a member. Declaring under this section means that you are required to leave the meeting whilst the item is being discussed. Once the item has been discussed you may re-enter the meeting.

If you have disclosed an interest in writing before the meeting or immediately before the matter is discussed during the meeting, you must not:

- preside at the part of the meeting relating to the matter; or

- participate in, or be present during any discussion or decision-making procedure relating to the matter. In brief, having disclosed an interest you must leave the room. You may re-enter the room and be present during the discussion on the matter in which you disclosed an interest only if allowed by the members present. The Minister for Local Government may also allow you to be present. (refer page 27 under “Can the Minister give approval to participate?”).

After disclosing the nature of your interest in a matter to the meeting, or the presiding person having read out the disclosure, you may, without further disclosure, request the remaining members present who are entitled to vote (you are not entitled to vote) to allow you to be present during any discussion or decision-making procedure on the relevant matter.

### **Disclosure of Interest Affecting Impartiality**

For the purposes of requiring disclosure, an interest is defined in Regulation 34C of the Local Government (Administration) Regulations 1996 and Regulation 11 of the Local Government (Rules of Conduct) Regulations 2007 as, “an interest that could, or could reasonably be perceived to, adversely affect the impartiality of the person having the interest and includes an interest arising from kinship, friendship or membership of an association.

The existence of an interest affecting impartiality is dependent on –

- the member or employee having an association with a person or organisation that has a matter being discussed at a council or committee meeting;
- the employee being required to give advice on a matter where they have an association with a person or an organisation related to that matter; and
- the type of matter being discussed at a council or committee meeting.

For example, with the declaration of a financial interest an elected member leaves the room and does not vote (unless permitted to do so by the meeting or the Minister). With the declaration of an impartiality interest, the elected member stays in the room, participates in the debate and votes. In effect then, following disclosure of an interest affecting impartiality, the member's involvement in the meeting continues as if no interest existed.

If the matter in which an elected member or employee has an interest affecting impartiality is to be discussed at a council or committee meeting, the member or employee is to disclose the interest either in a written notice given to the CEO before the meeting or verbally at the meeting immediately before the matter is discussed.

To assist with making the disclosure, the Department has prepared the following declaration which elected members or employees may use when they consider it necessary to disclose an interest affecting impartiality. The nature of the interest must also be stated. “With regard to ... the matter in item x ... I disclose that I have an association with the applicant (or person seeking a decision). This association is ... (nature of the interest ... As a consequence, there may be a perception that my impartiality on the matter may be affected. I declare that I will consider this matter on its merits and vote accordingly.”

All disclosures made are to be recorded in the minutes of the relevant meeting. It is important that the minutes distinguish between disclosures of interests affecting impartiality and disclosures of financial interests.

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## 1 DECLARATION OF OPENING / ANNOUNCEMENT OF VISITORS

### 1.1 DECLARATION OF OPENING

*"I would like to acknowledge the traditional owners of the land we are meeting on today, the Yued people of the great Nyungar Nation and we pay our respects to Elders both past, present and emerging."*

### 1.2 DISCLAIMER READING

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

*It is strongly advised that persons do not act on what is heard, and should only rely on written confirmation of Council's decision, which will be provided within fourteen days."*

## 2 RECORD OF ATTENDANCE / APOLOGIES / APPROVED LEAVE OF ABSENCE

### Members

Councillor L Holmes	(President)
Councillor P Scharf	(Deputy President)
Councillor J Clarke	
Councillor A Eyre	
Councillor W Gibson	
Councillor D Richardson	
Councillor R Rybarczyk	
Councillor R Shanhun	
Councillor D Slyns	

### Staff

Mr B Bailey	(Chief Executive Officer)
Mr S Clayton	(Executive Manager Corporate & Community Services)
Mr D Chidlow	(Executive Manager Development Services)
Mr B Pepper	(Executive Manager Infrastructure)
Ms R Headland	(Council Secretary & Personal Assistant)
Mr R Mackay	(Planning Officer)
Ms M Perkins	(Manager Community & Customer Service)
Mr T O'Gorman	(Manager Economic Development)

### Apologies

### Approved Leave of Absence

- 3 RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE**
- 4 PUBLIC QUESTION TIME**
- 5 APPLICATIONS FOR LEAVE OF ABSENCE**
- 6 CONFIRMATION OF MINUTES**
  - 6.1 MINUTES OF THE ORDINARY MEETING HELD 28 MAY 2020**
- 7 NOTICES AND ANNOUNCEMENTS BY PRESIDING MEMBER WITHOUT DISCUSSION**
- 8 PETITIONS / DEPUTATIONS / PRESENTATIONS / SUBMISSIONS**

## 9 REPORTS OF COMMITTEES AND OFFICERS

### 9.1 CORPORATE & COMMUNITY SERVICES

#### 9.1.1 ACCOUNTS FOR PAYMENT – MAY 2020

Location:	Shire of Dandaragan
Applicant:	N/A
Folder Path:	Business Classification Scheme / Financial Management / Creditors / Expenditure
Disclosure of Interest:	None
Date:	15 June 2020
Author:	Scott Clayton, Executive Manager Corporate & Community Services
Senior Officer:	Brent Bailey, Chief Executive Officer

#### PROPOSAL

To accept the cheque, EFT and direct debit listing for the month of May 2020.

#### BACKGROUND

As part of the Local Government Act 1995, Financial Management Regulations 1996, a list of expenditure payments is required to be presented to Council.

#### COMMENT

The cheque, electronic funds transfer (EFT) and direct debit payments for May 2020 totalled \$1,001,583.19 for the Municipal Fund.

Should Councillors wish to raise any issues relating to the May 2020 Accounts for payment, please do not hesitate to contact the Executive Manager Corporate and Community Services prior to the Council Meeting, in order that research can be undertaken and details provided either at the time of the query or at the meeting.

#### CONSULTATION

- Chief Executive Officer

#### STATUTORY ENVIRONMENT

- Regulation 13 of the Local Government Financial Management Regulations 1997.

#### POLICY IMPLICATIONS

There are no policy implications relevant to this item.

#### FINANCIAL IMPLICATIONS

There are no adverse trends to report at this time.

#### STRATEGIC IMPLICATIONS

There are no strategic implications relevant to this item.

**ATTACHMENTS**

Circulated with the agenda are the following items relevant to this report:

- Cheque, EFT and direct debit listings for May 2020 (Doc Id: 156938)

***(Marked 9.1.1)***

**VOTING REQUIREMENT**

Simple majority

**OFFICER RECOMMENDATION**

**That the Cheque and EFT listing for the period ending 31 May 2020 totalling \$1,001,583.19 be adopted.**

## 9.1.2 FINANCIAL STATEMENTS - MONTHLY REPORTING FOR THE PERIOD ENDING 31 MAY 2020

Location:	Shire of Dandaragan
Applicant:	N/A
Folder	Business Classification Scheme / Financial Management / Financial Reporting / Periodic Reports
Disclosure of Interest:	None
Date:	16 June 2020
Author:	Scott Clayton, Executive Manager Corporate and Community Services
Senior Officer:	Brent Bailey, Chief Executive Officer

### PROPOSAL

To table and adopt the monthly financial statements for the period ending 31 May 2020.

### BACKGROUND

As part of the Local Government Act 1995 and Financial Management Regulations (1996), monthly financial statements are required to be presented to Council. Circulated are the monthly financial statements for the period ending 31 May 2020.

### COMMENT

Regulation 34 of the Financial Management Regulations (1996) requires the following information to be provided to Council:

#### 1. Net Current Assets

Council's Net Current Assets [i.e. surplus / (deficit)] position as at the 31 May 2020 was \$2,605,621. The composition of this equates to Current Assets minus Current Liabilities less Cash Assets that have restrictions on their use placed on them, in this case Reserves and Restricted Assets. The current position indicates that Council can easily meet its short-term liquidity or solvency.

The Net Current Asset position is reflected on page 12 and reconciled with the Statement of Financial Activity on page 3 of the financial statements.

The amount raised from rates, shown on the Statement of Financial Activity (page 3), reconciles with note 5 (page 12) of the financial statements and provides information to Council on the budget vs actual rates raised.

#### 2. Material Variances

During budget adoption a 10 percent and \$10,000 threshold for these variances to be reported was set.

Note 12 of the attached report details any significant variances. Should Councillors wish to raise any issues relating to the 31 May 2020 financial statements, please do not hesitate to contact the Executive Manager Corporate and Community Services prior to the



**AGENDA FOR ORDINARY COUNCIL MEETING TO BE HELD THURSDAY 25 JUNE 2020**

Council Meeting in order that research can be undertaken and details provided either at the time of the query or at the meeting.

**CONSULTATION**

- Chief Executive Officer

**STATUTORY ENVIRONMENT**

- Regulation 34 of the Local Government Financial Management Regulations (1996)

**POLICY IMPLICATIONS**

There are no policy implications relevant to this item.

**FINANCIAL IMPLICATIONS**

There are no adverse trends to report at this time.

**STRATEGIC IMPLICATIONS**

There are no strategic implications relevant to this item.

**ATTACHMENTS**

Circulated with the agenda is the following item relevant to this report:

- Financial statements for the period ending 31 May 2020 (Doc Id: 157074)

***(Marked 9.1.2)***

**VOTING REQUIREMENT**

Simple majority

**OFFICER RECOMMENDATION**

**That the monthly financial statements for the period 31 May 2020 be adopted.**

## 9.2 INFRASTRUCTURE SERVICES

## 9.3 DEVELOPMENT SERVICES

### 9.3.1 PROPOSED GARAGE – 20 APIUM WAY, JURIEN BAY

Location:	20 (Lot 482) Apium Way, Jurien Bay
Applicant:	C Sayers
File Ref:	Development Services Apps / Development Application / 2020 / 25
Disclosure of Interest:	Nil
Date:	15 June 2020
Author:	Rory Mackay, Planning Officer
Senior Officer:	David Chidlow, Executive Manager of Development Services

#### PROPOSAL

The proponent is seeking development approval for a garage upon 20 Apium Way, Jurien Bay.



*Location Map – 20 Apium Way, Jurien Bay*

#### BACKGROUND

The applicant is seeking development approval to construct a 9m x 3.5m, 31.5m<sup>2</sup> garage at a wall height of 3m and a ridge height of 4m on the 800m<sup>2</sup> property.

The garage will be setback 0.12m from the north-east side boundary adjoining 18 Apium Way, 5m from the road frontage boundary, and butt up to the existing patio of the house as shown on the attached plans.

**AGENDA FOR ORDINARY COUNCIL MEETING TO BE HELD THURSDAY 25 JUNE 2020**

The subject property is zoned Residential under the Shire's Local Planning Scheme No.7 with a density code of R12.5.

The proposed garage complies Council's *Local Planning Policy 9.4: Outbuildings Residential Areas* as detailed the following table:

	<b>LPP9.4 Sizing</b>	<b>Proposed Garage</b>
<b>Area</b>	40m <sup>2</sup>	31.5m <sup>2</sup>
<b>Wall Height</b>	3m	3m
<b>Ridge Height</b>	4.5m	4m

*Local Planning Policy 9.10: Residential Design Codes – Side and Rear Boundary Setbacks* provides the ability for the proposed garage to be built up to the boundary (within 0.6m of the boundary) and approved under delegated authority subject to the: design principles of section 5.1.3 P3.2 of the Residential Design Codes (R-Codes) being sufficiently addressed to the satisfaction of Shire planning staff; and no objection or concern has been raised by an adjoining landowner or residents.

In this instance, the adjoining landowner has objected to the proposal resulting in the application being before Council for a decision.

**COMMENT**

The neighbouring landowner has concerns that the bulk and scale of the 9m long, 3m high wall, 0.12m from their side boundary will have an adverse impact on their future house windows facing this boundary.

The R-Codes' design principles of section 5.1.3, P3.2 read as follow:

*Buildings built up to boundaries (other than the street boundary) where this:*

- *makes more effective use of space for enhanced privacy for the occupant/s or outdoor living areas;*
- *does not have any adverse impact on the amenity of the adjoining property;*
- *does not compromise the design principle contained in clause 5.1.3 P3.1;*
  - *reduce impacts of building bulk on adjoining properties;*
  - *provide adequate direct sun and ventilation to the building and open spaces on the site and adjoining properties; and*
  - *minimise the extent of overlooking and resultant loss of privacy on adjoining properties.*

The merits of the application are stated below in relation to these design principles:

1. The proposal complies with the design provisions of Local Planning Policy 9.4.

2. The proposed position of the garage adjacent the existing dwelling is a design characteristic consistent throughout the locality of the Beachridge Estate, Jurien Bay and provides the landowner with greater open space within their backyard
3. The affected side boundary is south-west to the adjoining neighbour resulting in clause 5.4.2 Solar access for adjoining sites (overshading) of the R-Codes being not applicable for the development, as overshadowing is only determined on a north to south lot boundary basis.
4. The adjoining 18 Apium Way is vacant, which provides this landowner with the ability to construct a residence to site characteristics in due course.
5. The materials and colours of the garage are complementary to the existing dwelling, to not detract from the streetscape or the amenity of neighbouring properties.
6. The front and rear roller door design of the garage provides continued vehicle access to the backyard where an existing 54m<sup>2</sup> is situated near the west rear property corner.

Given the above, the proposal is considered to achieve orderly and proper planning by the reporting officer. Therefore, Council is recommended to approve the subject development application.

#### CONSULTATION

The proposal was forwarded to the affected adjoining neighbour for comment who objected on the grounds listed above.

#### STATUTORY ENVIRONMENT

- Local Planning Scheme No 7:  
Clause 4.2 of the Scheme outlines *State Planning Policy 3.1 - Residential Design Codes* is to read as part of the Scheme.
- Shire of Dandaragan Delegation Register

#### POLICY IMPLICATIONS

- Local Planning Policy 9.4 Outbuildings Residential Areas
- Local Planning Policy 9.10: Residential Design Codes – Side and Rear Boundary Setbacks

#### FINANCIAL IMPLICATIONS

The applicant has paid the required \$147 fee for the development application.

#### STRATEGIC IMPLICATIONS

Strategic Community Plan - Envision 2029

**AGENDA FOR ORDINARY COUNCIL MEETING TO BE HELD THURSDAY 25 JUNE 2020**

02 - Prosperity	The Shire will experience broad economic and population growth with decreasing economic barriers, diversified agriculture and fisheries output and vibrant visitor economy.
<b>Priority Outcomes</b>	<b>Our Roles</b>
Our Shire has a contemporary land use planning system that responds to, and creates, economic opportunities.	Ensuring that our planning framework is modern and meets the needs of industry, small business and emerging opportunities.

### ATTACHMENTS

Circulated with the agenda are the following items relevant to this report:

- Development application plans (Doc Id: 156935 & 156934)  
**(Marked 9.3.1)**

### VOTING REQUIREMENT

Simple majority

### **OFFICER RECOMMENDATION**

**That Council grant development approval for the proposed outbuilding on Lot 482 Apium Way, Jurien Bay subject to the following conditions and advice notes:**

1. **All development shall be in accordance with the plans submitted with the subject development application dated 2 June 2020 and shall not be altered without the prior written approval of the local government.**
2. **The roof and wall material being of non-reflective nature and colour consistent with the existing structure and/or predominant colours of the individual site.**

### **Advice Notes:**

- a) **The applicant is advised this is planning approval only and not a building permit. A building permit must be obtained for this development.**
- b) **Stormwater is to be managed on site or directed to a suitable disposal system in accordance with AS3500 *Plumbing and Drainage*.**

## 9.4 GOVERNANCE & ADMINISTRATION

### 9.4.1 JURIEN BAY COMMUNITY RESOURCE CENTRE LEASE PART 67 BASHFORD STREET JURIEN BAY

Location:	67 Bashford Street Jurien Bay
Applicant:	Jurien Bay Community Resource Centre Inc Committee
Folder Path:	Business Classification Scheme / Council Properties / Leasing Out / Office Locations
Disclosure of Interest:	None.
Date:	9 June 2020
Author:	Tony O'Gorman, Economic Development Manager
Senior Officer:	Brent Bailey Chief Executive Officer

#### PROPOSAL

To provide a lease on a part of 67 Bashford Street Jurien Bay to the Jurien Bay Community Resource Centre Inc (JBCRC) for a period of five years with the option of a further five-year term with Council approval.

#### BACKGROUND

The Jurien Bay Community Resource Centre Inc currently hold a lease over part of 67 Bashford Street Jurien Bay. The group have held the lease for a period of five years to date. The Centre had an option of a further five-year term, The Shire wish to renegotiate the lease area and some terms to allow Shire staff from the Library and the Turquoise Coast Visitor Centre to access the staff lunchroom and ablution facilities within the JBCRC leased area.

#### Annexure 1 – Plan of Premises



**AGENDA FOR ORDINARY COUNCIL MEETING TO BE HELD THURSDAY 25 JUNE 2020**

The JBCRC previously operated the Library and Visitor Centre which meant that there was no need for Shire staff to access the staff lunchroom and ablution areas. The JBCRC no longer undertakes these roles on behalf of the Shire. It is necessary to vary the lease terms to allow access to those common areas for Shire staff.

The leased area outgoings have also caused some concern for both the Shire and the JBCRC. The original method as per Schedule 1 of the original lease provided for a complex method of determining the outgoings in respect of electricity costs. A simpler more practical method has been provided for in Schedule 1 of the proposed lease.

The Jurien Bay Community Resource Centre Inc provides both State and Federal Government Services through separate rooms each side of the CRC Reception desk. The CRC are keen to maintain free flowing access to these rooms so have requested that the circulation space not be impeded by the placement of displays in the circulation space.

#### COMMENT

Negotiations have been underway with the Jurien Bay CRC for several weeks. The draft lease has been presented to the Management Committee of the JBCRC for their agreement. The discussions have resulted in the draft lease being approved by the Jurien Bay CRC.

The proposed outgoings calculation for electricity charges are acceptable to the Executive Manager Corporate and Community Services and the Management Committee of the JBCRC.

#### CONSULTATION

- Jurien Bay Community Resource Centre Inc.
- Executive Manager Corporate and Community Services
- Chief Executive Officer
- Manager Customer and Community Services

#### STATUTORY ENVIRONMENT

Local Government Act 1995 - Section 3.58 - *Disposing of property*  
- *Requires that the disposal of property whether by sale or lease be advertised for a period of two weeks.*

Local Government (Functions and General) Regulations 1996

There is an exemption provided under Functions and General Regulations, *regulation 30 - Dispositions of property excluded from Act s. 3.58*

Land Administration Act 1997

#### POLICY IMPLICATIONS

Policy 6.2 - C-6R02 - Reserves

**OBJECTIVE**

*To provide guidance regarding the usage and leasing arrangement of Shire Reserves*

**FINANCIAL IMPLICATIONS**

There are no financial implications attached to this item as all costs for leases are typically borne by the groups applying for the lease.

**STRATEGIC IMPLICATIONS**

Strategic Community Plan – Envision 2029

04 - Community	The Shire's resident population will grow more than the WA regional average supported by increased community recreation and cultural opportunities and access to key liveability factors such as health and wellbeing services and educational opportunities.
<b>Priority Outcomes</b>	<b>Our Roles</b>
A region that develops and supports community leadership and collective values.	Provide an industry leading local government organisation promoting community confidence and support in our decision-making processes.

**ATTACHMENTS**

Circulated with the agenda are the following items relevant to this report:

- Draft Lease Shire of Dandaragan and Jurien bay CRC (Doc Id 152653)
- Deed of Release (Doc Id 156276)
- Appendix A (Doc Id 152553) Signing Page (Doc Id 153721)  
**(Marked 9.4.1)**

**VOTING REQUIREMENT**

Simple Majority

**OFFICER RECOMMENDATION**

**That Council:**

- 1. Lease the part of 67 Bashford Street Jurien Bay to the Jurien Bay Community Resource Centre Inc as indicated by the area coloured red on appendix "A"**
- 2. Authorise the CEO to finalise negotiations with Jurien Bay Community Resource Centre Inc to complete a deed of surrender for the original lease.**
- 3. Authorise the CEO to complete negotiations with the Jurien Bay Community Resource Centre Inc to provide a lease for a period of five years with an option to renew for a further five years with the approval of Council.**



**9.5 COUNCILLOR INFORMATION BULLETIN****9.5.1 SHIRE OF DANDARAGAN – MAY 2020 COUNCIL STATUS REPORT**

Document ID: 157090

Attached to the agenda is a copy of the Shire's status report from the Council Meeting held 28 May 2020. **(Marked 9.5.1)**

**9.5.2 SHIRE OF DANDARAGAN – EXECUTIVE MANAGER INFRASTRUCTURE REPORT – MAY 2020**

Document ID: 157080

Attached to the agenda is a copy of the Shire of Dandaragan's Executive Manager Infrastructure Report for May 2020. **(Marked 9.5.2)**

**9.5.3 SHIRE OF DANDARAGAN – BUILDING STATISTICS – MAY 2020**

Document ID: 156291

Attached to the agenda is a copy of the Shire of Dandaragan Building Statistics for May 2020. **(Marked 9.5.3)**

**9.5.4 SHIRE OF DANDARAGAN – PLANNING STATISTICS – MAY 2020**

Document ID: 156290

Attached to the agenda is a copy of the Shire of Dandaragan Planning Statistics for May 2020. **(Marked 9.5.4)**

**9.5.5 SHIRE OF DANDARAGAN TOURISM / LIBRARY REPORT FOR MAY 2020**

Document ID: 156993

Attached to the agenda is monthly report for Tourism / Library for May 2020. **(Marked 9.5.5)**

**10 NEW BUSINESS OF AN URGENT NATURE – INTRODUCED BY RESOLUTION OF THE MEETING****11 CONFIDENTIAL ITEMS FOR WHICH MEETING IS CLOSED TO THE PUBLIC****12 ELECTED MEMBERS MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN****13 CLOSURE OF MEETING**



# ATTACHMENTS

**FOR ORDINARY COUNCIL MEETING 25 JUNE 2020**

**SHIRE OF DANDARAGAN**

**ACCOUNTS FOR PAYMENT**

**FOR THE PERIOD ENDING**

**31 MAY 2020**

**SUMMARY OF SCHEDULE OF ACCOUNTS May 2020**

<b><u>FUND</u></b>				<b><u>AMOUNT</u></b>	
<b><u>MUNICIPAL FUND</u></b>					
<b>CHEQUES</b>		33797	-	33797	<b>\$286.40</b>
<b>EFT'S</b>	EFT	429	-	EFT 435	<b>\$921,603.96</b>
<b>DIRECT DEBITS</b>	GJBDEB	4064		GJBDEB 4090	<b>\$52,559.57</b>
<b>BPAY</b>	BPAY070520		-	BPAY280520	<b>\$27,133.26</b>
<b>TOTAL MUNICIPAL FUND</b>					<b><u>\$1,001,583.19</u></b>
<b><u>TRUST FUND</u></b>					
<b>CHEQUES</b>			-		<b>\$0.00</b>
<b>EFT'S</b>	EFT		-	EFT	<b>\$0.00</b>
<b>TRANSFER</b>	Trust		-	Muni	<b>\$0.00</b>
					<b><u>\$0.00</u></b>

This schedule of accounts to be passed for payment, covering vouchers as detailed above, which was submitted to each member of Council has been checked and is fully supported by vouchers and invoices which are submitted herewith and which have been duly certified as to the receipt of goods and the rendition of services and as to prices, computations, and costings and the amounts shown the amounts show are due for payment.

## MUNICIPAL ACCOUNT

## DIRECT DEBITS

DATE	JOURNAL NUMBER	DESCRIPTION	AMOUNT
1/05/2020	GJBDEB-4064	BWA - Paper Trans Fee Apr 20	\$2.40
1/05/2020	GJBDEB-4065	BWA - BPay Mtnce Fee Apr 20	\$15.00
1/05/2020	GJBDEB-4066	BWA - Over the Counter Fee Apr 20	\$6.00
1/05/2020	GJBDEB-4067	BWA - BPay Trans Fee Apr 20	\$139.20
1/05/2020	GJBDEB-4068	BWA - Mtnce Fee ex 117-005816-7	\$20.00
1/05/2020	GJBDEB-4069	BWA - OBB Record Fee Apr 20	\$9.70
1/05/2020	GJBDEB-4070	Westnet - Email Hosting 010520 - 010521	\$50.00
1/05/2020	GJBDEB-4071	ANZ - Merchant Fee Apr 20	\$30.00
4/05/2020	GJBDEB-4072	BWA Merch Fees Apr 20 - JB Admin	\$127.66
4/05/2020	GJBDEB-4073	BWA Merch Fees Apr 20 - TCVC	\$56.16
6/05/2020	GJBDEB-4076	M/C - Infrared Thermometer	\$178.18
6/05/2020	GJBDEB-4077	M/C - DWER Clearing Permit	\$2,600.00
6/05/2020	GJBDEB-4078	M/C - Home Hardware - Door Casters	\$54.00
6/05/2020	GJBDEB-4079	M/C - Survey Monkey annual renewal	\$288.00
6/05/2020	GJBDEB-4080	M/C - Credit for Crown Accom.	-\$181.15
6/05/2020	GJBDEB-4081	M/C - Computer Cabling & antennas	\$165.24
6/05/2020	GJBDEB-4082	M/C - Foreign Transaction Fees	\$8.50
14/05/2020	GJBDEB-4074	Salary Packaging	\$2,800.93
14/05/2020	GJBDEB-4075	SuperChoice	\$20,016.05
15/05/2020	GJBDEB-4083	SecurePay Annual Phone Payment Fee - JB Admin	\$495.00
15/05/2020	GJBDEB-4084	SecurePay Trans Fee Apr 20 - JB Admin	\$2.33
20/05/2020	GJBDEB-4085	Pmt of Missed BPAY 070520 see GJ03528	\$899.86
25/05/2020	GJBDEB-4088	Municipal Bank Account	\$1,257.31
25/05/2020	GJBDEB-4089	AusPost Comm Apr 20 - JB Admin	\$31.02
28/05/2020	GJBDEB-4086	Salary Packaging	\$2,800.93
28/05/2020	GJBDEB-4087	SuperChoice	\$20,053.49
29/05/2020	GJBDEB-4090	WEX Fuel Usage Apr/May 20	\$633.76
			<b>\$52,559.57</b>

Date	Cheque No.	Vendor	Invoice Number	Description	Amount
5/05/2020	33797	V82516 - Please Pay Cash		PC JB Admin April 2 JB Admin Petty Cash Recoup April 20	286.40
				<b>Total V82516</b>	<b>286.40</b>
				<b>Total 33797</b>	<b>286.40</b>
<b>Grand Total - Cheque</b>					<b>286.40</b>

DATE	EFT No.	Vendor	Invoice Number	Description	Amount
1/05/2020	429/1000	V80033 - Derricks Auto-Ag & Hardware Plus	10198959	Hydraulic hose & fittings Total V80033	\$423.60 \$423.60
		V80087 - Synergy	915293230/APR20 438517550/APR20 298488230/APR20 415004990/APR20 089860550/APR20 153530590/APR20 244166450/APR20 295333350/APR20 610385240/APR20	Aggies Cottage 21/2-23/4/20 Pioneer Pk Toilets 21/2-23/4/20 7A Dand Rd 21/2-23/4/20 Dand Depot 21/2-23/4/20 Badgy Fire Station 21/2-23/4/20 Badgingarra Oval 21/2-23/4/20 7B Dand Rd 21/2-23/4/20 Zendora Rd Standpipe 21/2-29/4/20 Cambewarra Standpipe 21/2-29/4/20 Total V80087	\$125.05 \$273.74 \$100.84 \$1,047.74 \$189.57 \$1,856.88 \$103.43 \$114.28 \$143.08 \$3,954.61
		V80150 - RDI Transport	41318	Freight - Jurien Depot Total V80150	\$108.90 \$108.90
		V80217 - CWA Jurien	2020-401	ANZAC Day 2020 Wreath Total V80217	\$55.00 \$55.00
		V80802 - Jurien Tyre & Auto	F8596	Vehicle service Total V80802	\$546.77 \$546.77
		V81002 - Landgate	355606-10000935	Rural UV General Revaluation 2019/2020 Total V81002	\$12,946.20 \$12,946.20
		V81031 - AN & A Whybrow	4295 4297 4299 4296 4298 4300	Hire Cat Loader cartage gravel 28/2-5/3/20 Hire Dozer strip-rip-push gravel pile 2/3-9/3/20 Hire Cat Dozer rehab gravel pit 2/4-3/4/20 Hire of Cat D9N dozer Hire of Cat D9N Dozer Supply & deliver gravel Total V81031	\$3,107.50 \$12,386.00 \$2,717.00 \$7,216.00 \$6,006.00 \$660.00 \$32,092.50
		V81171 - Moora Health Centre	157156SERVER	Medical Examinations Total V81171	\$105.60 \$105.60
		V81382 - Cervantes Hardware and Marine	157861 157862 157872 158022 158118 158128 158136 158162 158219 157860A	Killrust paint cans red Fuel & Oil filters, cable ties WD40-diswash gloves-hand cleaner Slip fix-solenoid valve-PVC parts Tordon herbicide & Commander Tordon 75D Pressure sprayer 8lt Richgro ant killa Reducing nipples-plumbers tape Galv hex-windex Killrust metal primer Total V81382	\$237.60 \$51.70 \$32.45 \$189.64 \$1,089.00 \$33.00 \$12.38 \$23.32 \$10.82 \$118.80 \$1,798.71
		V81688 - Swan Aussie Sheds	8519 8574	Easy mig wire Spinaway ventilator C/bond 300mm Total V81688	\$60.01 \$213.84 \$273.85
		V81874 - Child Support	PJ003177	Child Support Total V81874	\$70.37 \$70.37
		V81886 - Western Lockservice	10847430	Lockwood locks & keypads Total V81886	\$1,429.20 \$1,429.20
		V81973 - Fuel Distributors of WA Pty Ltd	260357	Rubia-coolant-Lithplex Total V81973	\$2,965.81 \$2,965.81
		V82057 - Ray White Jurien Bay		Staff Housing 06/05 to 19/05/20 Staff Housing 06/05 to 19/05/20 Total V82057	\$670.00 \$760.00 \$1,430.00
		V82225 - Midcoast Hydraulic Services	INV-0619	Remove pontoon & deliver to boatlifters yard Total V82225	\$3,025.00 \$3,025.00
		V82256 - Lowman Engineering	39/42 39/50 39/51	Trailer service & repairs Supply hinges & tail gate latches Manufacture & install access steps Total V82256	\$909.00 \$95.00 \$560.00 \$1,564.00
		V82274 - Vari-Skilled	14552	Shire Mowing April 20 Total V82274	\$14,422.39 \$14,422.39
		V82474 - Direct Contracting Pty Ltd	2032 2031	Install box culverts including guide posts Supply & Install black asphalt Total V82474	\$6,974.00 \$49,568.75 \$56,542.75
		V82926 - Comen Limited T/as Jurien Boatlifters	22470	Lift & Launch Ocean Pontoon 120 Option Total V82926	\$3,246.00 \$3,246.00
		V82993 - Jurien Bay Mitre 10	516843 517388 516873 516355 516639 516643 516664 516878 517540 517546 517604	Silicone, AA Energizer Batteries Adhesive Contact, Kwik Grip Spray Coach screws Hole saw Bi-Met Spray marker red, measuring cup Bore Flap Disk Sparkle pine Slit Staurolite sand blasting 25kg bags Windscreen cleaner Cleaning supplies Hills garden sprayers Total V82993	\$48.15 \$27.75 \$2.90 -\$35.75 \$20.30 \$10.00 \$25.00 \$120.00 \$7.80 \$72.15 \$75.50 \$373.80
		V83094 - Dave Watson Contracting Pty Ltd	1922	Tuart tree maintenance Total V83094	\$935.00 \$935.00
		V83201 - JCB CEA			

		110679P	Exterior mirrors	\$135.15
			Total V83201	\$135.15
V83278 - The Workwear Group Pty Ltd		12175375	Staff Uniforms	\$199.00
			Total V83278	\$199.00
V83437 - Brook Marsh Pty Ltd		30009100	Road seal marking Dandy rd	\$2,046.00
			Total V83437	\$2,046.00
V83975 - Corsign (WA) Pty Ltd		45976	Yellow reflective-Child Crossing-Grader signage	\$1,509.20
			Total V83975	\$1,509.20
V84155 - Jurien Hardware - Thrifty Link		20-00011058	Antex granules	\$8.08
		20-00011142	Rapid set cement bags	\$24.22
		20-00011385	Power socket adapt, sockets	\$34.20
		20-00011848	Cable joiner, elbow & conduit coupling	\$85.68
		20-00011849	Valve box	\$27.31
		20-00010866	Rubber castors	\$28.50
		20-00011136	Toilet cleaner	\$27.08
		20-00010857	Snipper cord	\$104.45
		20-00010867	Jumbo spanner set	\$261.25
		20-00011921	Sutton screwdriver	\$3.23
		20-00011932	Antex granules	\$8.08
		20-00011948	Garden sprayers	\$57.95
		20-00012067	Concrete mix	\$22.80
		20-00012082	Brass tested ball valve	\$20.85
			Total V84155	\$713.68
V84242 - Flame N Roopaw		1365	Construct post, rail & fence	\$8,250.00
			Total V84242	\$8,250.00
V84339 - Lucid Economics Pty Ltd		INV-1501	Draft Dandaragan Tourism Strategy	\$8,162.00
			Total V84339	\$8,162.00
			<b>Total EFT429/1000</b>	<b>\$159,325.09</b>
<b>7/05/2020</b>	<b>430/1001</b>			
V80021 - Boc Gases		5004955249	Cylinder Hire/Usage April 20	\$192.76
			Total V80021	\$192.76
V80087 - Synergy		182506710/APR20	JB Vista Fire Hydrant 21/02-23/04/20	\$112.07
		919109010/APR20A	Power Watch Security Lighting 1/4-30/04/20	\$390.07
		164741840/APR20	Ocean view Parade fire hydrant 21/02-23/04/20	\$112.07
		113698450/APR20	Canover Standpipe 21/02-23/04/20	\$189.02
		185507110/MAY20	Adriana 4A park 28/03-27/04/20	\$87.51
		721287150/MAY20	Street Lighting 25/03-24/04/20	\$15,501.33
			Total V80087	\$16,392.07
V80115 - GHD Pty Ltd		112-0032369	Strategic Waste Management Review	\$8,476.05
			Total V80115	\$8,476.05
V80910 - Mcleods Barristers And Solicitors		113471	Legal Expenses - Litter Act Prosecution	\$395.60
			Total V80910	\$395.60
V81002 - Landgate		355782-10000935	Gross rental valuations chargeable schedule	\$186.68
			Total V81002	\$186.68
V81031 - AN & A Whybrow		4280	Hire of Cat D9N Dozer	\$13,288.00
			Total V81031	\$13,288.00
V81097 - Australia Post		1009556647	Jurien Admin Postage April 20	\$686.15
			Total V81097	\$686.15
V81374 - Building and Construction Industry Training Fund		38720-Q7H1R0	BCITF - 050520104717	\$418.05
		38734-H9D0Z9	BCITF - 050520104307	\$48.74
		38735-D3H7L7	BCITF - 050520105030	\$47.75
			Total V81374	\$514.54
V81382 - Cervantes Hardware and Marine		158213	Javelin herbicide	\$275.00
			Total V81382	\$275.00
V81506 - Afagri Equipment Australia Pty Ltd		1921027	Oil & air filters	\$190.58
			Total V81506	\$190.58
V81611 - Australian Taxation Office		PJ003177	BAS	\$15,237.00
			Total V81611	\$15,237.00
V81616 - Jurien Pest Management		5763	Spider treatments	\$748.00
			Total V81616	\$748.00
V81628 - J & R Carter's Fine Furniture		G141	Install keypad locks to change rooms	\$352.00
			Total V81628	\$352.00
V81744 - Nutrien Ag Solutions		902803056	BGCC Builders Choice Fast	\$130.24
			Total V81744	\$130.24
V81973 - Fuel Distributors of WA Pty Ltd		481002061	Diesel - Dandy Depot	\$15,102.65
			Total V81973	\$15,102.65
V82028 - Avon Waste		38506	Fortnight Rubbish Removal 13/4-24/04/20	\$11,364.90
			Total V82028	\$11,364.90
V82767 - Fowler Electrical Contracting		R007368	Repair bore pump fault	\$308.00
			Total V82767	\$308.00
V82993 - Jurien Bay Mitre 10		517747	Silicone, paint rags, cable, safety set	\$64.25
		517764	Storm elbows, Adaptors, couplings	\$22.80
		517808	Hole saw , PVC Clear solvent cement	\$63.65
		518088	Union olive, elbow & copper tee	\$36.02
		518094	Insulation aero flex pipe	\$51.80
		518121	Stihl Carby & air filter	\$131.00
		518220	Poly bush, Hex nipples & brass tee	\$23.80
		518228	Anchor mas screw gal	\$53.76
		518290	Iron hoop, drill bit, Rivets, ratchet tie down	\$69.65



				Total V82993	\$516.73
		V83121 - Dandaragan Community Resource Centre Inc	123695	Dandy Cleaning & Maintenance Contract April 2020	\$1,320.92
				Total V83121	\$1,320.92
		V83145 - Avdata Australia	150029051/98	Jurien airport flight data April 20	\$224.52
				Total V83145	\$224.52
		V83278 - The Workwear Group Pty Ltd	12174372	Staff uniforms	\$399.00
			CN784674	Staff Uniforms - Returned	-\$110.74
				Total V83278	\$288.26
		V83310 - AMPAC Debt Recovery (WA) Pty Ltd	64929	Legal Expenses - 20/4-30/04/20	\$253.00
				Total V83310	\$253.00
		V83365 - Bitutek Pty Ltd	5324	Spray & Cover using bituminous products	\$65,177.19
				Total V83365	\$65,177.19
		V83420 - Porter Consulting Engineers	20254	Survey and road design	\$14,987.50
			20255	Survey and road design	\$4,785.00
				Total V83420	\$19,772.50
		V83427 - Bridged Group Pty Ltd	15352	Datto Backupify 0365	\$105.60
			15353	Datto Backupify 0365 - Oct 19	\$198.00
			15354	Datto Backupify 0365 - Nov 19	\$198.00
			15355	Datto Backupify 0365 - Dec 19	\$198.00
			15356	Datto Backupify 0365 - Jan 20	\$198.00
			15357	Datto Backupify 0365 - Feb 20	\$198.00
			15358	Datto Backupify 0365 - March 20	\$198.00
			15359	Datto Backupify 0365 - Apr 20	\$198.00
			15673	Datto Backupify 0365 - May 20	\$198.00
				Total V83427	\$1,689.60
		V83480 - Jurien Bay Newsagency	SN00035101052020	April 20 Stationary Order	\$999.94
				Total V83480	\$999.94
		V83660 - D Greenwood	MAY20/8	Waste Management Badgy Tip April 20	\$1,280.00
				Total V83660	\$1,280.00
		V83694 - Elite Electrical Contracting Pty Ltd	80417	Check & repair fire panel alarm	\$1,057.64
				Total V83694	\$1,057.64
		V83736 - Waterlogic Australia Pty Ltd	2041881	Civic Centre Water Filter Lease 01/05-31/05/20	\$678.70
			2041822	Water Filter & Ice Machin Lease 01/05-31/05/20	\$877.80
				Total V83736	\$1,556.50
		V83817 - WCP Civil Pty Ltd	22748	Dandaragan road Wet mixing	\$19,835.20
				Total V83817	\$19,835.20
		V84004 - Department of Water and Environmental Regulation	TF013655	Controlled Waste tracking 15/4-29/4/20	\$748.00
				Total V84004	\$748.00
		V84117 - Vanguard Press	26130	Brochure distribution	\$145.71
				Total V84117	\$145.71
		V84155 - Jurien Hardware - Thrifty Link	20-00009074	Black star pickets, roof bolts	\$20.66
			20-00009652	Bristle brush, bevelled lining fitch	\$9.97
			19-00024084	Silver anchor	\$28.50
			20-00000587	Protective Clothing	\$60.80
			20-00002754	Poly woven fire wood bags, ezy reacher	\$91.20
			20-00002966	Pipe & fittings for bore	\$175.46
			20-00012553	Hose, hose clamps, poly fittings	\$39.94
			20-00012619	PVC fittings, duct tape, poly fittings	\$64.40
			20-00012632	Nuts, bolts & washers	\$33.06
			20-00012639	Screw set	\$17.10
				Total V84155	\$541.09
		V84273 - Building And Energy	DANDARAGAN BSL APR 2020	BSL Remittance April 20	\$513.62
				Total V84273	\$513.62
		V84282 - Offroad Trucks Australia Pty Ltd	38676	Repairs to fire truck	\$2,371.38
				Total V84282	\$2,371.38
		V84327 - Lyall Ward	APR20/48	Dandy Waste Management April 2020	\$2,112.00
				Total V84327	\$2,112.00
		V84333 - Saferight Pty Ltd	158837	Inspection of height safety system	\$2,259.40
				Total V84333	\$2,259.40
		V84339 - Lucid Economics Pty Ltd	1508	Economic Development strategy peer review	\$3,465.00
				Total V84339	\$3,465.00
		V84371 - Nessa Hall - Nussy Cleaning Management Services	6878	Cleaning & Maintenance Contract April 20	\$5,334.29
			6879	Monthly Cervantes Cleaning Contract April 20	\$3,474.63
				Total V84371	\$8,808.92
				Total EFT430/1001	\$218,777.34
14/05/2020	431	Payroll	Payroll F/N Ended 12/05/20	Payroll	\$101,809.64
				<b>Total EFT 431</b>	<b>\$101,809.64</b>
15/05/2020	432/1002				
		V80033 - Derricks Auto-Ag & Hardware Plus	10205532	V belts & grease line	\$79.90
			10205951	Bolts & nuts & washers	\$64.50
			10205971	Clear vinyl tubing & lube filter	\$126.00
			10206409	Ryco crimp fittings & hydro hose	\$102.07
			10206532	Bolts	\$42.00
			10206740	Killrust	\$17.25
				Total V80033	\$431.72
		V80102 - Westrac Equipment	PI4509189	Fuel cap & strainer	\$118.07
			PI4539619	Fuel cap	\$150.38
			PI4570666	A Blades	\$165.62
				Total V80102	\$434.07
		V80117 - Jurien Bowling Club			

	589	Replacement cool room condenser unit Total V80117	\$5,500.00 \$5,500.00
V80163 - Badgingarra Community Assn	2020-58 2020-59	Badgy General Mtnce Contract Apr 20 Shire Matters #133 Apr20 Sandpaper Total V80163	\$3,400.10 \$41.25 \$3,441.35
V80219 - Cutting Edges Equipment Parts Pty Ltd	3277566	Tooth scarifies Total V80219	\$439.45 \$439.45
V80405 - Coastal Trimming	6413	Replace side awning Total V80405	\$350.00 \$350.00
V80802 - Jurien Tyre & Auto	F9015 F9246	Vehicle service Degreaser Total V80802	\$393.80 \$98.00 \$491.80
V80944 - Advance Dandaragan Committee (Inc)	COVER OVER PLAYGROUND	Cover over playground - trust fund release Total V80944	\$9,500.00 \$9,500.00
V81002 - Landgate	355142-10000935 355172-10000935 355230-10000935 1006228-10000935	GRV 8/2/20-06/03/20 Rural UV R2020/1 & R2020/2 7/12/19-13/03/20 Mining tenements 04/02-13/03/20 LandGate Search Total V81002	\$307.60 \$83.76 \$39.80 \$78.60 \$509.76
V81252 - Brooks Hire Service Pty Ltd	165110	Roller hire 3/4 - 8/4/20 Total V81252	\$1,208.77 \$1,208.77
V81343 - Dandaragan Mechanical Services	5294	Wheel bearing kits, ABS rotors Total V81343	\$376.00 \$376.00
V81348 - Russ - Hills Contracting	4038	Freight from Tyres 4U Total V81348	\$187.99 \$187.99
V81490 - Ricoh Finance	259059	Copier Lease 08/06-07/07/20 Total V81490	\$1,337.60 \$1,337.60
V81506 - Afgri Equipment Australia Pty Ltd	1920469	Electrical Repairs to PCL008 Total V81506	\$2,154.35 \$2,154.35
V81744 - Nutrien Ag Solutions	902841330	Builders BGC Cement bags Total V81744	\$96.16 \$96.16
V81860 - Shadbolt Electrical	4500768	Supply & install electrical circuit Total V81860	\$1,023.79 \$1,023.79
V81874 - Child Support	PI003189	Child Support Total V81874	\$70.37 \$70.37
V81896 - Mid Coast Contracting	6290 6297 6303 6304 6309 6310	Install power points, relocate telephone point Labour & supply replace soak pump Labour & supply replace float less level relay Replace auto door card reader-switch & bore circuit Supply multi core cable Labour/supply flow switch, down grade circuit RCD Total V81896	\$607.33 \$1,148.07 \$455.83 \$870.00 \$183.04 \$853.69 \$4,117.96
V82057 - Ray White Jurien Bay		Staff Housing 20/05 to 2/06/20 Staff Housing 20/05 to 2/06/20 Total V82057	\$670.00 \$760.00 \$1,430.00
V82256 - Lowman Engineering	3965 3966	Manufacture/supply galv light pole Supply & fit wear plates Total V82256	\$750.00 \$660.00 \$1,410.00
V82474 - Direct Contracting Pty Ltd	2025 2033	Remove fallen tree Mimegarra Rd Culvert maint Watheroo West Rd Total V82474	\$484.00 \$29,124.70 \$29,608.70
V82667 - Jurien Bay Playgroup	DONATION - COMMUNITY GRANT	2019-20 Community Grant Total V82667	\$1,000.00 \$1,000.00
V82774 - T-Quip	92187#7	Belt tensioner assy & v belts Total V82774	\$362.00 \$362.00
V82993 - Jurien Bay Mitre 10	518441 518563 518468 518546 518826 518865 518935 519141 519142 519232	Silicone tubes & torch Elbow lugs olive comp CLR cleaner Poly nipple & sprinkler Electrical tape Carbo tin S driver bits Elbow lugs, hose cock Silicone & Dektite Poly pipe blue line and fitting Total V82993	\$62.10 \$15.00 \$39.90 \$8.25 \$2.55 \$19.25 \$5.90 \$38.50 \$70.35 \$216.70 \$478.50
V83278 - The Workwear Group Pty Ltd	12174959	Staff Uniforms Total V83278	\$134.01 \$134.01
V83495 - Dandaragan Store	C56/MAY 20	Batteries Total V83495	\$93.45 \$93.45
V83925 - BookEasy Pty Ltd	17815	BookEasy Min Fee Apr20 Total V83925	\$330.00 \$330.00
V83975 - Corsign (WA) Pty Ltd	46474	Traffic cones with reflective sleeve Total V83975	\$5,280.00 \$5,280.00
V84155 - Jurien Hardware - Thrifty Link	20-00012682 20-00012811 20-00012127	Gloves Poly tees Hose & clamps	\$34.01 \$20.90 \$21.38

	20-00012160	Bolts, nuts & washers	\$30.78
	20-00012841	Rapid set cement bags	\$24.22
	20-00012891	Bolts & nuts	\$3.28
	20-00012908	Cup HD bolt & nuts	\$3.42
	20-00012940	Boot laces	\$3.32
	20-00012943	Fertiliser	\$33.25
	20-00013018	Nyloc nuts & hex bolts	\$28.60
	20-00013030	Drill bit	\$12.16
	20-00013352	Reticulation parts	\$29.64
	20-00013373	Inline filters	\$8.74
	20-00013439	9kg gas refill	\$99.75
	20-00013440	9kg gas refills	\$66.50
		Total V84155	\$419.95
V84233 - Jolin Consulting			
	26	Management coaching	\$787.50
		Total V84233	\$787.50
V84356 - Redink Homes Midwest			
	VERGE BOND REFUND BA 10/2019	Verge Bonds refund	\$500.00
		Total V84356	\$500.00
V84389 - Veronica Maher			
	CROSSOVER CONTRIBUTION	Crossover contribution	\$495.00
		Total V84389	\$495.00
V84402 - Moora IGA			
	8508/APR20	Hand Sanitiser	\$124.95
		Total V84402	\$124.95
		<b>Total 432/1002</b>	<b>\$74,125.20</b>
22/05/2020	433/1003		
V80003 - Redgum Reports Inc			
	20200209	Shire Matters	\$593.00
		Total V80003	\$593.00
V80033 - Derricks Auto-Ag & Hardware Plus			
	1027554	Cabots aqua deck natural	\$354.80
	10207654	Booster gun, throttle body & carby cleaner	\$204.20
		Total V80033	\$559.00
V80087 - Synergy			
	317260610/MAY20	JCC 31/03-30/04/20	\$834.42
	553162190/MAY20	Jurien Hall GWN 7/3-7/5/20	\$322.61
	317207730/MAY20	Jurien Airstrip 7/3-7/5/20	\$889.26
	513665230/MAY20	Dam pump 8/4-12/5/20	\$1,140.36
	017389700/MAY20	Family resource centre 7/3-7/5/20	\$1,293.15
	589405930/MAY20	Dobbyn park South 11/03-11/5/20	\$351.12
	713393800/MAY20	Pioneer park Nth 11/3-12/05/20	\$218.65
	246525150/MAY20	Retic Eric Collinson pk 10/3-11/5/20	\$500.17
	538463750/MAY20	Dobbyn Park Nth 11/3-11/5/20	\$292.44
	261265300/MAY20	New Fauntleroy Pk 10/3-11/5/20	\$905.44
	906148990/MAY20	Pioneer Park 11/3-11/5/20	\$185.86
	124478710/MAY20	Passamani Park 10/3-8/5/20	\$222.44
	114850720/MAY20	Lot 306 Pinetree Cct 10/3-8/5/20	\$528.92
	825693390/MAY20	Creek Pump 19/2-21/4/20	\$76.68
	732141310/MAY20	Jurien F/S amenities 12/3-12/5/20	\$284.97
	976944290/MAY20	Weld Park Retic Pump 12/3-13/5/20	\$732.42
		Total V80087	\$8,778.91
V80102 - Westrac Equipment			
	PI4575301	Glass-Door	\$1,066.59
		Total V80102	\$1,066.59
V80150 - RDI Transport			
	41427	Freight - Jurien Depot	\$1,320.00
		Total V80150	\$1,320.00
V80228 - Arrow Bronze			
	694537	Cemetery Plaque	\$763.84
		Total V80228	\$763.84
V80375 - The Honda Shop			
	187887	Rear indicator, boot set	\$393.60
		Total V80375	\$393.60
V80802 - Jurien Tyre & Auto			
	F9180	Canvas Seat Covers - PTL022	\$2,164.00
	F9296	Seal fix super string	\$11.00
	F9381	Repairs to air conditioner - PTC021	\$359.10
		Total V80802	\$2,534.10
V80944 - Advance Dandaragan Committee (Inc)			
	201906	2019/20 Community Grant	\$1,000.00
		Total V80944	\$1,000.00
V81080 - Bay Glass			
	10633	Replace glass to window	\$98.00
		Total V81080	\$98.00
V81343 - Dandaragan Mechanical Services			
	5386	20L Universal gear oil	\$159.30
	4235	Service & Safety Check PLV231	\$674.85
	4489	Fix fire pump start switch PLV231	\$189.50
	4970	Fit new tyre replace cable PLV231	\$825.75
	5024	Fit new air filter PLV219	\$159.85
	5415	Supply, fit & balance tyres PLV260	\$1,237.65
		Total V81343	\$3,246.90
V81352 - Jurien Signs			
	4680	Full colour printed corflute's	\$330.00
		Total V81352	\$330.00
V81382 - Cervantes Hardware and Marine			
	158296	SQ valve box	\$7.98
	158298	Ball bearings, seals, O-ring	\$143.00
	158443	Honda air filter	\$66.00
	158659	Air filter housings	\$44.00
	158629	Easy hooker, brass thread, elbows, chalking gun	\$143.55
	158492	Hydr hose, hydr fittings, nipples	\$253.00
		Total V81382	\$657.53
V81545 - Winc Australia Pty Limited			
	9032456342	Printing business cards	\$66.00
	9032383099	Brother toner	\$198.72
		Total V81545	\$264.72
V81611 - Australian Taxation Office			
		FBT Return 2020	\$6,524.20
		Total V81611	\$6,524.20
V81663 - Communication and Wireless Services			
	12799	Currency variation	\$264.72

		Total V81663	\$264.72
V81795 - Jurien Bay Community Resource Centre	865	Craytales - Shire Matters issue 365	\$1,055.25
		Total V81795	\$1,055.25
V81882 - Jurien Trenching & Excavations	1355	Excavator & driver hire	\$350.00
		Total V81882	\$350.00
V81924 - Toll Transport Pty Ltd	0466-D583590	Freight - Jurien Admin	\$93.50
		Total V81924	\$93.50
V82028 - Avon Waste	38874	Fortnightly Rubbish Removal 27/04-08/05/20	\$11,377.23
		Total V82028	\$11,377.23
V82296 - Our Community	OC160970	Funding centre Multi user	\$400.00
		Total V82296	\$400.00
V82455 - Vernice Pty Ltd	8397	Dry hire 30,000 litre water tank	\$1,309.00
		Total V82455	\$1,309.00
V82497 - Conplant Australia	330474	Muffler exhaust assy	\$2,235.86
		Total V82497	\$2,235.86
V82538 - Replas	9249	Supply & Install Enduroplank	\$43,864.90
		Total V82538	\$43,864.90
V82567 - State Library of WA	RI025846	Freight Recoup Badgy Library	\$635.32
		Total V82567	\$635.32
V82773 - Cookies Coastal Earthworks	A667	Earthworks for bus shelter	\$770.00
		Total V82773	\$770.00
V82993 - Jurien Bay Mitre 10	518114	Hunter gear drive ultra	\$310.00
	519044	Polypipe blue line, joiners	\$17.80
	519077	EasySee Spray marker dyes	\$43.00
	519319	Sparkle pine 5 lt	\$25.00
	519667	CCA Pine	\$370.44
	519775	Conn hoses, Cap, Couplings, scour	\$34.80
	519706	Jumbo toilet rolls	\$110.00
	519727	Screw batt gal	\$19.00
	519935	Pressure pipe	\$97.65
	520000	Postcrete	\$86.00
		Total V82993	\$1,113.69
V83203 - Pracsys	2952	Economic Development strategy	\$5,170.00
		Total V83203	\$5,170.00
V83278 - The Workwear Group Pty Ltd	12251606	Staff uniforms	\$110.74
		Total V83278	\$110.74
V83310 - AMPAC Debt Recovery (WA) Pty Ltd	65472	Legal Expenses - 01/5-08/5/20	\$236.50
	65525	Legal Expenses - 11/5-15/5/20	\$110.00
		Total V83310	\$346.50
V83340 - CONNECT Call Centre Services	101508	After hrs calls April 20	\$40.04
		Total V83340	\$40.04
V83365 - Bitutek Pty Ltd	5347	Spray & Cover using bituminous product	\$47,590.40
	5354	Supply of CRS Emulsion	\$880.00
		Total V83365	\$48,470.40
V83507 - Council First	SI005637	Professional Service April 20	\$7,449.75
	SI005649	Currency Increase Adjustment	\$513.59
		Total V83507	\$7,963.34
V83672 - Tony O'Gorman	REIMBURSEMENT - VACUUM CLEAN	Vacuuum Cleaner	\$599.00
		Total V83672	\$599.00
V83705 - Telstra	04169079/PO21608371-7	Whispir usage April 20	\$315.23
		Total V83705	\$315.23
V83780 - Pinnacles Traffic Management Services	79	Traffic management North West Rd	\$6,781.50
		Total V83780	\$6,781.50
V83817 - WCP Civil Pty Ltd	22889	Supply of stabilising machine and crew	\$19,835.20
		Total V83817	\$19,835.20
V84004 - Department of Water and Environmental Regulation	TF013797	Controlled Waste Tracking 01/05-13/05/20	\$308.00
		Total V84004	\$308.00
V84070 - Elite Builders Jurien Bay	VERGE BOND REFUND	Verge Bond refund - 98/2019	\$500.00
		Total V84070	\$500.00
V84105 - Enlocus Pty Ltd	1801 DD09	Design development JB Foreshore skate park	\$12,320.00
		Total V84105	\$12,320.00
V84136 - J Bay Concreting	140	Expansion joint sealing to footpaths	\$14,300.00
		Total V84136	\$14,300.00
V84155 - Jurien Hardware - Thrifty Link	20-00012618	Poly pipe blue line & fittings	\$83.45
	20-00013483	Poly joiners	\$17.00
	20-00014080	Dust mask, PVC gloves	\$10.45
	20-00002443	9kg gas refill, toilet brush set	\$41.80
	70-002-000003	Threaded rod	\$12.25
	20-00007489	9kg gas refills	\$99.75
	20-00013427	Sprayer marker dye	\$31.82
	20-00014214	Robust native fertiliser	\$209.00
	20-00013417	Grow safe fertiliser	\$33.25
	20-00014443	Seafllo water pump	\$123.45
		Total V84155	\$662.22
V84211 - Brent Bailey	REIMBURSEMENT MAY 20	Professional Development Subsidy	\$2,700.00
		Total V84211	\$2,700.00

V84305 - Apis Operations Pty Ltd	109	Supply of gravel	\$544.50
		Total V84305	\$544.50
V84311 - SEEK Limited	96802056	Employment Advertising - Operations Supervisor	\$390.50
		Total V84311	\$390.50
V84313 - LG Assist ANZ Pty Ltd	2395	Advertising - Operations Supervisor	\$330.00
		Total V84313	\$330.00
V84343 - Moora Hardware	20020076	Wall clock, cut keys	\$25.00
		Total V84343	\$25.00
		<b>Total EFT433/1003</b>	<b>\$213,312.03</b>
28/05/2020	434	Payroll	Payroll F/N Ended 28/05/20
			<b>Total EFT434</b>
			<b>\$98,904.86</b>
28/05/2020	435/1004		
V80087 - Synergy	411619200/MAY20	New Admin Centre 16/4-20/5/20	\$3,312.98
	125055780/MAY20	Weston St Park	\$112.07
	108788340/MAY20	Cerv CBD rest area 19/3-21/5/20	\$152.21
	284129620/MAY20	Bore at Marine Fields 14/3-19/5/20	\$69.23
	853497790/MAY20	Cervantes Depot 17/3-15/5/20	\$106.73
	113142450/MAY20	Cerv Waste Transfer Stn 17/3-15/5/20	\$148.81
	902806950/MAY20	Baudin Pk 14/3-14/5/20	\$287.73
	111890190/MAY20	5A Park 13/3-14/5/20	\$114.84
	111890000/MAY20	Pacman Park 14/3-14/5/20	\$537.70
	454515450/MAY20	Marinefields Standpipe 17/3-15/5/20	\$111.72
	263827240/MAY20	Beachridge Estate Entry 13/3-14/5/20	\$112.07
	429026190/MAY20	Jurien Depot 16/4-20/5/20	\$1,870.75
	905537000/MAY20	Memorial Cnr 19/3-20/5/20	\$204.81
	686912910/MAY20	Aragon St Cerv 20/3-22/5/20	\$2,082.21
	818063790/MAY20	Cervantes F/S Amenities 19/3-20/5/20	\$139.76
	903907310/MAY20	Cervantes F/S Amenities 19/3-20/5/20	\$234.98
		Total V80087	\$9,598.60
V80240 - RBC Rural	27737	Meterplan charge May 20	\$820.06
		Total V80240	\$820.06
V81080 - Bay Glass	10638	Supply & install diamond grille security door	\$1,490.00
		Total V81080	\$1,490.00
V81172 - WA Hino Sales & Service	HTFS128082	Wheel Alignment - PTH017	\$272.25
	HTCS128082	Repairs to multimedia & horn PTH017	\$319.00
		Total V81172	\$591.25
V81352 - Jurien Signs	INV-4689	Black Acrylic Signs	\$300.00
		Total V81352	\$300.00
V81382 - Cervantes Hardware and Marine	158744	Mini Blade fuse	\$3.85
	158794	Kwikset premix concrete	\$18.70
	158818	Glyphosate	\$4,730.00
		Total V81382	\$4,752.55
V81545 - Winc Australia Pty Limited	9032512654	Verbatim Portable Hard Drives	\$1,073.27
		Total V81545	\$1,073.27
V81628 - J & R Carter's Fine Furniture	G136	Remove & replace front reception benchtop	\$1,650.00
		Total V81628	\$1,650.00
V81874 - Child Support	PI003206	Child Support	\$70.37
		Total V81874	\$70.37
V81973 - Fuel Distributors of WA Pty Ltd	481002133	Diesel Jurien Bay Depot	\$8,171.38
		Total V81973	\$8,171.38
V82057 - Ray White Jurien Bay		Staff Housing 03/06 to 16/06/20	\$670.00
		Staff Housing 03/06 to 16/06/20	\$760.00
		Total V82057	\$1,430.00
V82256 - Lowman Engineering	3974	Supply/deliver pallet racking & shelving	\$14,250.00
		Total V82256	\$14,250.00
V82474 - Direct Contracting Pty Ltd	2036	Add concrete higher kerb & rock pitching-survey	\$1,553.64
	2037	Survey set out for line marking	\$1,650.00
		Total V82474	\$3,203.64
V82687 - Environmental Health Australia (W A) Inc.	13314	Full membership	\$325.00
		Total V82687	\$325.00
V82993 - Jurien Bay Mitre 10	520581	Portland grey cement	\$9.95
	520637	CCA Pine	\$19.95
	520174	Brackets & bushes	\$26.85
	520300	Metal blades & plumb bob	\$27.00
	520492	Coupling storm pvc	\$26.10
	520177	Rheem water heater 50L	\$1,650.00
	519998	Makita 15 Piece Combo	\$3,799.00
	519985	Pressure spray 2lt & rake	\$56.00
		Total V82993	\$5,614.85
V84155 - Jurien Hardware - Thrifty Link	20-00014632	50lt rubbish bin	\$15.15
	20-00014388	Battery charger	\$87.88
	20-00014389	Wipes, gloves, scrappers, chain, kleen air	\$91.35
	20-00014492	9kg gas refills	\$99.75
		Total V84155	\$294.13
V84290 - Finishing WA	INV-8857	Council minutes books	\$760.10
		Total V84290	\$760.10
V84409 - Trend Developments Pty Ltd	REFUND OVERPAYMENT OF RATES	Refund overpayment of rates	\$954.60
		Total V84409	\$954.60
		<b>Total EFT435/1004</b>	<b>\$55,349.80</b>
		<b>Grand Total - EFT Payment</b>	<b>\$921,603.96</b>

<b>Date</b>	<b>BPAY No</b>	<b>Vendor</b>	<b>Invoice</b>
7/05/2020	BPAY070520	<b>V80818 - Telstra Corporation</b>	3009311972/APR20 5258987000/APR20
		<b>V81671 - Water Corporation</b>	9007248536/MAY20 9007248739/MAY20 9008594764/MAY20
<hr/>			
15/05/2020	BPAY 150520	<b>V80818 - Telstra Corporation</b>	7863675800/APR20 2175531686/MAY20 5258987000/MAY20
<hr/>			
	<b>BPAY220520</b>	<b>V81671 - Water Corporation</b>	9007258734/MAY20 9007258531/MAY20 9007258558/MAY20 9007258566/MAY20 9007258646/MAY20 9016739556/MAY20 9007258523/MAY20 9007258355/MAY20 9007258494/MAY20 9007258232/MAY20
<hr/>			
22/05/2020	BPAY220520B	<b>V80818 - Telstra Corporation</b>	2175531868/MAY20
		<b>V81671 - Water Corporation</b>	9007258443/MAY20
<hr/>			
28/05/2020	BPAY280520	<b>V80818 - Telstra Corporation</b>	3009311972/MAY20 2503689339/MAY20

<b>Description</b>	<b>Amount</b>
CESC 20/4-19/05/20	194.67
Phone/Fax/Data managed services to 01/04/20	5,936.19
<b>Total V80818</b>	<b>6,130.86</b>
Badgy fire Station 4/3-4/05/20	103.88
BCC 4/3-4/5/20	1,210.20
Badgy standpipe 4/3-4/5/20	899.86
<b>Total V81671</b>	<b>2,213.94</b>
<b>Total BPAY070520</b>	<b>8,344.80</b>
JB Office Shared Data April 20	9,286.26
Mobile Phone Usage April 2020	1,010.49
PHone/Fax/Data MGT Services to 1/5/20	5,989.07
<b>Total V80818</b>	<b>16,285.82</b>
<b>Total BPAY 150520</b>	<b>16,285.82</b>
3 Quinn PI 4/3-6/5/20	133.54
7A Dandy Rd 4/3-6/5/20	102.48
31A Dandy Rd S/Charge 1/5-30/6/20	44.06
31B Dandy rd S/Charg 1/5-30/6/20	44.06
Dandy Community Centre 4/3-6/5/20	831.04
31C Dandy Rd S/Charg 1/5-30/6/20	44.06
7B Dandy rd 4/3-6/5/20	365.29
Clark St Standpipe 4/3-6/5/20	291.96
Dandy Depot 4/3-6/5/20	205.16
13 Dandy Rd S/Charge 4/3-6/5/20	44.06
<b>Total V81671</b>	<b>2,105.71</b>
<b>Total BPAY220520</b>	<b>2,105.71</b>
Fuel Systems to 1/5/20	29.98
<b>Total V80818</b>	<b>29.98</b>
Lot 2 Dandy Rd 4/3-6/5/20	69.64
<b>Total V81671</b>	<b>69.64</b>
<b>Total BPAY220520B</b>	<b>99.62</b>
CESC 205 to 19/06/20	162.34
Telephone usage Libraries April 20	134.97
<b>Total V80818</b>	<b>297.31</b>
<b>Total BPAY280520</b>	<b>297.31</b>

**Grand Total - Other**

**27,133.26**





# Monthly Statements

for the period ending 31 May 2020

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**SHIRE OF DANDARAGAN**  
**FINANCIAL ACTIVITY STATEMENT by Department**  
**as at 31 May 2020**

	Leg.	Note	Budget 2019/2020	Y-T-D Budget 2019/2020	Actual 2019/2020	Variance
			\$	\$	\$	
<b>OPERATING ACTIVITIES</b>						
<b>Adjusted net current assets at start of financial year - surplus/(deficit)</b>	FMR34(2)(a)		1,276,852	1,093,777	1,093,777	
<b>Revenue from operating activities (excluding rates)</b>						
Governance			33,385	29,772	53,958	181%
General purpose funding			901,395	1,022,746	2,065,413	202%
Law, order & public safety			634,650	392,771	404,975	103%
Health			12,990	23,180	30,678	132%
Education & welfare			15,000	0	0	100%
Community amenities			1,375,310	1,400,946	1,409,371	101%
Recreation and culture			394,958	383,170	356,091	93%
Transport			258,407	257,965	247,600	96%
Economic services			237,316	236,483	236,994	100%
Other property and services			116,664	109,958	135,360	123%
			3,980,076	3,856,991	4,940,439	
<b>Expenditure from operating activities</b>						
Governance			(593,364)	(507,254)	(508,439)	100%
General purpose funding			(177,096)	(167,953)	(172,944)	103%
Law, order & public safety			(1,512,452)	(1,319,402)	(1,219,786)	92%
Health			(341,070)	(285,282)	(286,956)	101%
Education & welfare			(144,957)	(96,079)	(96,063)	100%
Community amenities			(2,283,262)	(2,084,543)	(2,020,872)	97%
Recreation and culture			(3,558,100)	(3,214,782)	(2,908,343)	90%
Transport			(5,389,129)	(5,205,971)	(5,217,820)	100%
Economic services			(741,242)	(674,364)	(640,937)	95%
Other property and services			(235,551)	(536,994)	(749,382)	140%
			(14,976,223)	(14,092,623)	(13,821,542)	
Non-cash amounts excluded from operating activities			5,767,721	5,875,109	5,878,395	
<b>Amount attributable to operating activities</b>			(3,951,574)	(3,266,747)	(1,908,932)	
<b>INVESTING ACTIVITIES</b>						
Non-operating grants, subsidies and contributions		11	2,108,778	2,502,778	1,658,238	
Proceeds from disposal of assets		3	48,100	38,373	37,273	
Purchase land and buildings		2	(1,029,569)	(974,693)	0	
Purchase furniture and equipment		2	(164,092)	(150,418)	(13,002)	
Purchase plant and equipment		2	(298,500)	(238,607)	(263,482)	
Purchase infrastructure assets - roads		2	(3,456,398)	(3,041,891)	0	
Purchase infrastructure assets - parks & reserves		2	(89,500)	(132,042)	0	
Purchase infrastructure assets - other		2	(510,700)	(468,142)	0	
Purchases - Works in Progress (Not Capitalised)		2	0	0	(3,044,896)	
<b>Amount attributable to investing activities</b>			(3,391,881)	(2,464,642)	(1,625,869)	
<b>FINANCING ACTIVITIES</b>						
Proceeds from new borrowings		4	479,053	0	25,000	
Repayment of borrowings		4	(119,620)	(119,620)	(119,620)	
Payment of self supporting loan to community group		4	0	0	(25,000)	
Self-supporting loan principal income		4	51,569	51,569	33,543	
Community group cash advance principal income		4	4,152	4,152	4,152	
Payment of right of use lease			0	(39,726)	(40,865)	
Transfer to reserves		8	(384,477)	(379,477)	(68,011)	
Transfer from reserves		8	(520,107)	(540,107)	(20,000)	
<b>Amount attributable to financing activities</b>			(550,784)	(57,005)	170,801	
Budgeted deficiency before general rates			6,792,670	5,674,383	3,705,602	
Estimated amount to be raised from general rates		6	(6,318,338)	(6,318,338)	(6,311,223)	
<b>Adjusted net current assets at end of financial year - surplus/(deficit)</b>	FMR34(2)(a)	5	474,332	(643,955)	(2,605,621)	
Budget adjustment - Provisions	FMR32(f)		(474,332)	(594,129)		
<b>Budget Surplus / (Deficiency)</b>			0	(1,238,084)		

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

FMR = Local Government (Financial Management) Regulations 1996

**SHIRE OF DANDARAGAN**  
**STATEMENT OF FINANCIAL POSITION**  
as at 31 May 2020

Description	Note	for the year	for the period
		ended 30	ending 31
		June 2019	May 2020
		\$	\$
<b>CURRENT ASSETS</b>			
Cash and cash equivalents	7	7,236,030	8,937,058
Trade receivables		741,671	502,938
Other financial assets at amortised cost		55,721	19,736
Other current assets		3,967	0
Inventories		31,727	12,725
<b>TOTAL CURRENT ASSETS</b>		<b>8,069,116</b>	<b>9,472,458</b>
<b>NON-CURRENT ASSETS</b>			
Other financial assets at amortised cost		187,984	211,273
Trade receivables		44,499	0
Land		2,940,000	2,940,000
Buildings and improvements		29,708,078	28,681,928
Furniture and equipment		891,305	786,139
Plant and equipment		4,636,723	3,760,597
Right of use assets		0	93,205
Infrastructure		248,197,940	247,695,876
<b>TOTAL NON-CURRENT ASSETS</b>		<b>286,606,530</b>	<b>284,169,018</b>
<b>TOTAL ASSETS</b>		<b>294,675,646</b>	<b>293,641,476</b>
<b>CURRENT LIABILITIES</b>			
Trade and other payables		(495,032)	(719,611)
Borrowings		(119,620)	(1,710)
Employee related provisions		(594,129)	(251,492)
<b>TOTAL CURRENT LIABILITIES</b>		<b>(1,208,781)</b>	<b>(972,814)</b>
<b>NON-CURRENT LIABILITIES</b>			
Trade and other payables		0	(90,149)
Borrowings		(104,024)	(104,024)
Employee related provisions		(246,128)	(269,417)
Other provisions		0	0
<b>TOTAL NON-CURRENT LIABILITIES</b>		<b>(350,151)</b>	<b>(463,590)</b>
<b>TOTAL LIABILITIES</b>		<b>(1,558,932)</b>	<b>(1,436,404)</b>
<b>TOTAL NET ASSETS</b>		<b>293,116,713</b>	<b>292,205,072</b>
<b>EQUITY</b>			
Retained earnings		(199,357,712)	(198,398,059)
Reserves - cash backed	8	(5,830,457)	(5,878,469)
Revaluation surplus		(87,928,544)	(87,928,544)
<b>TOTAL EQUITY</b>		<b>293,116,713</b>	<b>292,205,071</b>

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

**SHIRE OF DANDARAGAN**  
**STATEMENT OF COMPREHENSIVE INCOME by Nature or Type**  
**as at 31 May 2020**

	Note	Budget 2019/2020	Y-T-D Budget 2019/2020	Actual 2019/2020
		\$	\$	\$
<b>Revenue</b>				
Rates	6	6,318,338	6,318,338	6,311,223
Operating grants and subsidies		1,176,833	1,121,810	2,165,584
Contributions, reimbursements & donations		204,430	168,961	233,926
Service Charges		0	0	0
Fees and charges		2,338,408	2,349,146	2,314,420
Interest earnings		128,000	112,500	118,398
Other revenue		131,317	104,474	108,110
		10,297,327	10,175,228	11,251,662
<b>Expenses</b>				
Employee costs		(4,293,649)	(3,625,587)	(3,468,304)
Materials and contracts		(3,326,211)	(3,084,902)	(3,052,179)
Utilities		(453,375)	(412,574)	(397,047)
Interest Expense	4	(16,214)	(17,839)	(11,562)
Insurance		(398,975)	(413,443)	(418,682)
Other expenses		(718,992)	(663,068)	(639,873)
Depreciation		(5,747,244)	(5,805,290)	(5,786,544)
		(14,954,659)	(14,022,703)	(13,774,191)
		(4,657,332)	(3,847,475)	(2,522,529)
Grants & Subsidies (towards non-operating activities)		2,108,778	2,502,778	1,658,238
Fair Value adjustment through profit and loss		0	0	0
Profit / Loss on Disposal of Assets	3	(20,477)	(69,819)	(47,351)
<b>Net result</b>		(2,569,031)	(1,414,516)	(911,642)
<b>Other comprehensive income</b>				
Changes on revaluation of non-current assets		0	0	0
<b>Total other comprehensive income</b>		<b>0</b>	<b>0</b>	<b>0</b>
<b>Total comprehensive income</b>		<b>(2,569,031)</b>	<b>(1,414,516)</b>	<b>(911,642)</b>

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

**SHIRE OF DANDARAGAN**  
**STATEMENT OF COMPREHENSIVE INCOME by Department**  
**as at 31 May 2020**

	Note	Budget 2019/2020	Y-T-D Budget 2019/2020	Actual 2019/2020
	\$	\$	\$	
Governance		33,385	29,772	53,958
General purpose funding		7,219,733	7,341,084	8,376,636
Law, order & public safety		634,650	392,771	404,975
Health		12,990	23,180	30,678
Education & welfare		15,000	0	0
Community amenities		1,375,310	1,400,946	1,409,371
Recreation and culture		394,958	383,170	356,091
Transport		258,007	257,965	247,600
Economic services		237,316	236,483	236,994
Other property and services		115,977	109,858	135,360
		10,297,327	10,175,228	11,251,662
<b>Expenses excluding finance costs</b>				
Governance		(582,303)	(485,428)	(491,027)
General purpose funding		(177,096)	(167,953)	(172,944)
Law, order & public safety		(1,512,452)	(1,319,104)	(1,219,458)
Health		(341,070)	(285,282)	(286,956)
Education & welfare		(144,957)	(96,079)	(96,063)
Community amenities		(2,283,262)	(2,062,136)	(2,020,872)
Recreation and culture		(3,554,134)	(3,210,266)	(2,905,709)
Transport		(5,367,738)	(5,170,347)	(5,181,693)
Economic services		(741,242)	(674,364)	(640,937)
Other property and services		(234,191)	(533,906)	(746,970)
		(14,938,445)	(14,004,864)	(13,762,629)
		(4,641,118)	(3,829,636)	(2,510,967)
<b>Finance costs</b>				
Governance		(11,049)	(11,826)	(7,412)
Law, order & public safety		0	(298)	(328)
Recreation and culture		(3,966)	(4,516)	(2,634)
Transport		0	0	(503)
Other property and services		(1,199)	(1,199)	(685)
		(16,214)	(17,839)	(11,562)
<b>Non- operating grants and subsidies</b>				
Recreation and culture		27,197	27,197	4,787
Transport		2,081,581	2,475,581	1,653,451
		2,108,778	2,502,778	1,658,238
<b>Profit / (loss) on asset disposal</b>				
Governance		(12)	(10,000)	(10,000)
Community amenities		0	(22,407)	0
Transport		(20,991)	(35,624)	(35,624)
Other property and services		526	(1,788)	(1,727)
		(20,477)	(69,819)	(47,351)
<b>Net result</b>		(2,569,031)	(1,414,516)	(911,642)
<b>Other comprehensive income</b>				
Changes on revaluation of non-current assets		0	0	0
<b>Total other comprehensive income</b>		0	0	0
<b>Total comprehensive income</b>		<b>(2,569,031)</b>	<b>(1,414,516)</b>	<b>(911,642)</b>

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

**SHIRE OF DANDARAGAN**  
**STATEMENT OF CHANGES IN EQUITY**  
as at 31 May 2020

Note	Retained Surplus	Reserves		Total Equity
		Cash Backed	Revaluation Surplus	
	\$	\$	\$	\$
<b>Balance as at 30 June 2019</b>	<b>199,357,712</b>	<b>5,830,457</b>	<b>87,928,544</b>	<b>293,116,713</b>
Comprehensive Income				
Net result	(911,642)	0	0	(911,642)
Changes on revaluation of non-current assets	0	0	0	0
Total comprehensive income	(911,642)	0	0	(911,642)
Transfers from/(to) reserves	(48,011)	48,011	0	0
<b>Balance as at 31 May 2020</b>	<b>198,398,059</b>	<b>5,878,469</b>	<b>87,928,544</b>	<b>292,205,071</b>

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

NOTES TO AND FORMING PART OF THE MONTHLY STATEMENTS  
as at 31 May 2020

2 DETAILED ACQUISITION

Description	FA#	LOCN	Schedule	Total	Land & Buildings \$	Plant & Equipment \$	Furniture & Equipment \$	Parks & Reserves \$	Roads \$	Other \$
JBAdmin Emerg. lighting test circuit		150180	Governance	-	1,000	1,000				
Folding Machine	FA3188	180004	Governance	6,500.00	6,500		6,500			
Switches / Antennas and Access Points		180005	Governance	-	49,592					
Replace PTZ cctv camera	FA3186	180006	Governance	6,502.02	8,000		6,502			49,592
Pool Vehicle	FA3155	160010	Governance	22,590.59	25,000	22,591	25,000			8,000
Dandaragan Water Point Fast Fill		130056	Law Order & Public Safety	10,000.00	11,300					
Dandaragan House (GROH)		150196	Education & Welfare	-	479,053	479,053				10,000
CarvTransStat. install P/A door to transfer shed		150192	Community Amenities	1,689.55	4,500	1,690	4,500			
DandCRC. Carpark Drainage/kerb/trip hazard		150158	Community Amenities	2,613.18	3,380	2,613	3,380			
FRC painting exterior elements		150164	Community Amenities	5,700.00	6,270	5,700	6,270			
FRC replace rusted roof gutters		150171	Community Amenities	-	2,980					
FRC shade sails		150175	Community Amenities	5,909.09	6,500	5,909	6,500			
FRC Emerg. lighting test circuit		150182	Community Amenities	-	1,000		1,000			
DandCRC Emerg. lighting test circuit		150187	Community Amenities	-	1,000		1,000			
Dand. cemetery wing walls		130054	Community Amenities	-	4,000					4,000
Sandy Cape Amenities		150197	Community Amenities	23,992.15	80,000	23,992	80,000			
JSRC replace s/w drains		150176	Recreation & Culture	3,389.14	15,200	3,389	15,200			
CCC key revision		150178	Recreation & Culture	-	8,025		8,025			
Civic Cnt. alterations to VC desk		150188	Recreation & Culture	2,970.00	5,890	2,970	5,890			
BCC Renof		150193	Recreation & Culture	-	100,000		100,000			
BCC Paved Area		150194	Recreation & Culture	-	20,140		20,140			
FRC softfall		150195	Recreation & Culture	-	12,000		12,000			
CCC Renewal Project		150129	Recreation & Culture	(1,735.10)	230,000	-1,735	230,000			
JSRC veranda roof structural repairs		150177	Recreation & Culture	-	12,000		12,000			
Civic Cnt. Emerg. lighting test circuit		150181	Recreation & Culture	-	1,000		1,000			
JSRC Emerg. lighting test circuit		150183	Recreation & Culture	-	1,000		1,000			
JB Bowling Club - Replace Coolroom Condenser Unit - COVID Grants		150198	Recreation & Culture	5,000.00	5,000					
JSRC - Replace Reception Counter Top - COVID Grants		150199	Recreation & Culture	1,500.00	1,500					
JSRC - Combination Locks Ext Toilets - COVID Grants		150200	Recreation & Culture	1,299.27	1,299					
JSRC - Fitting of Combination Locks - COVID Grants		150201	Recreation & Culture	320.00	320					
JSRC - Replace Security Screen Door - COVID Grants		150202	Recreation & Culture	1,354.55	1,355					
DCC Emerg. lighting test circuit		150184	Recreation & Culture	-	1,000		1,000			
BCC Emerg. lighting test circuit		150185	Recreation & Culture	-	1,000		1,000			
CCC Emerg. lighting test circuit		150186	Recreation & Culture	-	2,000		2,000			
Dobbyn Park-Deck Jetty Entry		130058	Recreation & Culture	44,464.36	40,000					44,464
Marina beach access ramp		120087	Recreation & Culture	41,978.72	31,000			41,977	31,000	40,000
Fauntleroy Park-Power Board		120091	Recreation & Culture	7,046.20	8,000			7,046	8,000	
Dribbler Park-Replace Tank		120092	Recreation & Culture	-	18,000				18,000	
Playground Equipment		180003	Recreation & Culture	-	100,000		100,000			
Tandem Trailer - multi use	FA3183	160012	Recreation & Culture	5,000.00	5,000	5,000	5,000			
DN Pioneer Park fence		130057	Recreation & Culture	14,186.19	15,000					14,186
Cervantes TV-Replace tower and antenna		130060	Recreation & Culture	22,083.31	90,000					90,000
Beachridge Swales		130041	Transport	-	30,000					30,000
Turquoise Way path replacement		110057	Transport	-	180,000					
Accessibility Improvements		130055	Transport	-	14,000					14,000
Dandaragan Depot roller door		150159	Transport	1,949.23						1,949
Dandaragan Depot-Front Fence		130059	Transport	7,536.41	10,000					7,536
Jurien Irrigation Project		120093	Transport	40,670.54	82,500			40,671	32,500	
JB depot security gates to workshops		150161	Transport	17,616.58	14,400	17,617	14,400			
JB Depot extend JB open front depot shed		150179	Transport	19,977.27	47,031	19,977	47,031			
Cowalla Road	FA2600	MGR035	Transport	522.98					523	
Mazza Road	FA2600	MGR189	Transport	5,764.82					5,765	
Coalara Road - Gravel ResheetSLK26.6-30.6	FA2600	MGR019	Transport	80,205.69	111,907				80,206	111,907
Makaya Road - Gravel ResheetSLK5.32-9.32	FA2600	MGR040	Transport	84,631.73	121,681				84,632	121,681
Dewar Road - Gravel ResheetSLK10.22-14.22	FA2600	MGR042	Transport	76,826.45	125,926				76,826	125,926
Koodfee Road - Gravel ResheetSLK5.79-8.79	FA2600	MGR120	Transport	46,603.72	115,163				46,604	115,163
Sandy Cape - ReconstructionSLK6.03-6.9	FA2600	MRR127	Transport	3,250.00	3,250				3,250	44,784
NorthWest Road - ReconstructionSLK26.08-27.78	FA2600	RCR005	Transport	160,243.68	247,200			160,244	247,200	
Yerramullah Road - Gravel ResheetSLK14.3-18.3	FA2600	RCR022	Transport	73,431.74	241,162			73,432	241,162	
Dandaragan Road - ReconstructionSLK26.07-28.07	FA2600	RRG002	Transport	301,956.15	375,907			301,956	375,907	
Jurien East Road - ReconstructionSLK12-14.5	FA2600	RRG856	Transport	510,392.52	510,000			510,393	510,000	
Capitela Road - Gravel ResheetSLK6.82-9.23	FA2600	RTR046	Transport	78,131.28	100,190			78,131	100,190	
Cantabilling Road - Gravel ResheetSLK22.1-26.1	FA2600	RTR047	Transport	-	142,301				142,301	
Dandaragan Road-ReconstructionSLK48-48.5	FA2600	SBS002	Transport	156,650.59	144,000			156,651	144,000	
Jurien East Road-ReconstructionSLK23.5-23.99	FA2600	SBS856	Transport	84,472.16	257,506			84,472	257,506	
Jurien East Road-ReconstructionSLK15.3-15.7	FA2600	SBS856A	Transport	252,109.45	250,000			252,109	250,000	
Rowes Road-SealingSLK27.36-30.76	FA2600	RRG007	Transport	113,199.21	128,720			113,199	128,720	
Jurien East Road-SealingSLK11-12	FA2600	RRG856A	Transport	29,184.00	45,800			29,184	45,800	
Whitfield Road-ReconstructionSLK0.02-0.31	FA2600	RTR068	Transport	153,660.41	153,000			153,660	153,000	
Iberia Street-SealingSLK0.17-0.33	FA2600	RTR115	Transport	103,865.15	81,600			103,865	81,600	
Turquoise Way	FA2601	110041	Transport	240,000.33	60,000					240,000
Dandaragan Footpath	FA2601	110055	Transport	36,400.00	36,400					36,400
JB Footpaths	FA2601	110056	Transport	171,884.85	170,000					171,885
6 Wheel Tipper - conversion		160004	Transport	31,843.79	40,000	31,844	40,000			170,000



Dolly	FA3154	160003	Transport	28,025.00	35,000			28,025	35,000									
Smooth Drum	FA3189	160006	Transport	135,123.63	150,000			135,124	150,000									
7000lt Water Tank and Pump Unit	FA3184	160008	Transport	9,818.18	11,000			9,818	11,000									
6 Tonne Workshop Hoist	FA3185	160011	Other Property & Services	9,536.36	10,500			9,536	10,500									
Honda 4 wheel Motorbike	FA3182	160007	Other Property & Services	11,413.64	11,000			11,414	11,000									
Slasher Deck - replacement	FA3187	160009	Other Property & Services	5,300.00	6,000			5,300	6,000									
Post hole Borer - tractor mount		160005	Other Property & Services	4,831.00	5,000			4,831	5,000									
<b>Total</b>				<b>3,321,380</b>	<b>5,474,473</b>	<b>91,596</b>	<b>1,056,369</b>	<b>263,482</b>	<b>298,500</b>	<b>13,002</b>	<b>164,092</b>	<b>89,693</b>	<b>89,500</b>	<b>2,315,102</b>	<b>3,296,846</b>	<b>548,505</b>	<b>480,700</b>	

CAPITALISED 276,484  
WIP 3,044,896  
TOTAL 3,321,380

NOTES TO AND FORMING PART OF THE MONTHLY STATEMENTS  
as at 31 May 2020

3 ASSET DISPOSAL AND CHANGEOVER

Description	Proceeds from Sale		Cost of Replacement		Net Cost for Change Over		Written Down Value		Profit/(Loss) on Disposal	
	2019/2020 Actual	2019/2020 Budget	2019/2020 Actual	2019/2020 Budget	2019/2020 Actual	2019/2020 Budget	2019/2020 Actual	2019/2020 Budget	2019/2020 Actual	2019/2020 Budget
PTT008 - Dolley Trailer 6RO 298	\$ 0	\$ 2,500	0	35,000	\$ 0	\$ 32,500	0	\$ 2,100	0	\$ 400
PCR010 - 2012 Bomag Smooth Drum Roller - DN039	30000	35,000	135123.63	150,000	105,124	115,000	65624	56,391	(35,624)	(21,391)
PTC019 - Honda TRX420TM Motor Bike	2272.73	2,500	11413.64	11,000	9,141	8,500	4000	1,913	(1,727)	587
PSP022 - Slasher Howard	0	100	0	6,000	0	5,900	0	0	0	100
PLV223 - Holden Caprice Sedan	5,000	7,000	22,591	25,000	17,591	18,000	15,000	7,012	(10,000)	(12)
Hoist	0	1,000	0	10,500	0	9,500	0	1,161	0	(161)
Sandy Cape Ammenities (toilets)		0		80,000		80,000		22,407		(22,407)
	<b>37,273</b>	<b>48,100</b>	<b>169,128</b>	<b>317,500</b>	<b>131,855</b>	<b>269,400</b>	<b>84,624</b>	<b>90,984</b>	<b>(47,351)</b>	<b>(42,884)</b>

NOTES TO AND FORMING PART OF THE MONTHLY STATEMENTS  
as at 31 May 2020

4 INFORMATION ON BORROWINGS

(a) Borrowing repayments

Movement in borrowings and interest between the beginning and the end of the current financial year.

	Outstanding	New loans		Interest repayments		Principal repayments		Outstanding
	1 July 2019	2019/2020 Actual	2019/2020 Budget	2019/2020 Actual	2019/2020 Budget	2019/2020 Actual	2019/2020 Budget	for the year ending 30 June
<b>Governance</b>								
Loan 127	215,856	0	0	11,049	11,049	68,051	68,051	147,805
Education and welfare	479,053	0	0		0		0	479,053
Loan 135	694,909	0	0	11,049	11,049	68,051	68,051	626,858
Self Supporting Loans								
<b>Recreation and culture</b>								
Loan 114	9,247	0	0	333	333	9,247	9,247	0
Loan 130	70,537	0	0	3,212	3,212	22,375	22,375	48,162
Loan 131	9,423	0	0	211	211	6,240	6,240	3,183
Loan 132	10,685	0	0	211	211	7,081	7,081	3,604
Loan 133	50,000	0	0	1,199	1,199	6,626	6,626	43,374
Loan 134		25,000	25,000		165		1,710	23,290
	149,892	25,000	25,000	5,165	5,330	51,569	53,279	121,613
	<b>844,801</b>	<b>25,000</b>	<b>25,000</b>	<b>16,214</b>	<b>16,379</b>	<b>119,620</b>	<b>121,330</b>	<b>748,471</b>
Cash Advance Repayment								
<b>Recreation and culture</b>								
Cervantes Bowling Club	6,228	0	0	0	0	4,152	4,152	2,076
	<b>6,228</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,152</b>	<b>4,152</b>	<b>2,076</b>

All borrowing repayments, other than self supporting loans, will be financed by general purpose revenue.  
The self supporting loan(s) repayment will be fully reimbursed.  
The self supporting loan(s) repayment will be fully reimbursed.

NOTES TO AND FORMING PART OF THE MONTHLY STATEMENTS  
as at 31 May 2020

**5. NET CURRENT ASSETS**

	Note	2019	2020
		\$	\$
<b>Composition of estimated net current assets</b>			
<b>Current assets</b>			
Cash - unrestricted		1,405,572	3,058,589
Cash - restricted reserves	8	5,830,457	5,878,469
Receivables		801,359	522,675
Inventories		31,727	12,725
		<u>8,069,116</u>	<u>9,472,458</u>
<b>Less: current liabilities</b>			
Trade, other payables and provisions		(1,089,161)	(971,104)
Long term borrowings		(119,620)	(1,710)
		<u>(1,208,781)</u>	<u>(972,814)</u>
<b>Unadjusted net current assets</b>		6,860,335	8,499,644
<b>Adjustments</b>			
Less: Cash - restricted reserves	8	(5,830,457)	(5,878,469)
Less: Loans receivable - clubs/institutions		(55,721)	(19,736)
Add: Right of use lease liability		0	2,473
Add: Current portion of borrowings		119,620	1,710
<b>Adjusted net current assets - surplus/(deficit)</b>		<u>1,093,777</u>	<u>2,605,622</u>
<b>Budget Adjustment</b>			
Add: Provisions		594,129	251,492
<b>Budget surplus/(deficit)</b>		<u>1,687,905</u>	<u>2,857,115</u>

**Reason for Adjustments**

The differences between the net current assets at the end of each financial year in the rate setting statement and adjusted net current assets detailed above arise from amounts which have been excluded when calculating the budget deficiency in accordance with Local Government (Financial Management) Regulation 32 as movements for these items have been funded within the budget estimates. These differences are disclosed as adjustments above.

NOTES TO AND FORMING PART OF THE MONTHLY STATEMENTS  
as at 31 May 2020

6 RATES AND SERVICE CHARGES

(a) Rating Information

RATE TYPE	Rate in	Number of properties	Rateable value	rate revenue	2019/2020 Budgeted		total revenue	rate revenue	2019/2020 Actual		total revenue
					interim rates	back rates			interim rates	back rates	
	\$		\$	\$	\$	\$	\$	\$			\$
<b>General rate</b>											
<b>Gross rental valuations</b>											
GRV - General	8.0156	1,866	31,617,964	2,534,371	0	0	2,534,371	2,534,371	(3,303)		2,531,068
<b>Unimproved valuations</b>											
UV - General	0.7115	590	405,363,396	2,884,162	0		2,884,162	2,884,644	2,489		2,887,133
<b>Sub-Totals</b>		2,456	436,981,360	5,418,533	0	0	<b>5,418,533</b>	<b>5,419,015</b>			<b>5,418,201</b>
<b>Minimum</b>											
\$											
<b>Minimum payment</b>											
<b>Gross rental valuations</b>											
GRV - General	947	988	5,359,637	935,636	0	0	935,636	935,636			935,636
GRV - Lesser (Dandaragan & Badgingarra)	715	29	116,382	20,735	0	0	20,735	20,735			20,735
<b>Unimproved valuations</b>											
UV - Mining	894	79	1,439,872	70,626	0	0	70,626	68,838			68,838
UV - Lesser	715	149	11,501,900	106,535	0	0	106,535	106,535			106,535
<b>Sub-Totals</b>		1,245	18,417,791	1,133,532	0	0	<b>1,133,532</b>	<b>1,131,744</b>			<b>1,131,744</b>
		3,701	455,399,151	6,552,065	0	0	<b>6,552,065</b>	<b>6,550,759</b>			<b>6,549,945</b>
Discount							(235,000)				(240,229)
<b>Total amount raised from general rates</b>							<b>6,317,065</b>				<b>6,309,716</b>
Ex Gratia Rates							1,273	1,507			1,507
<b>Total rates</b>							<b>6,318,338</b>				<b>6,311,223</b>

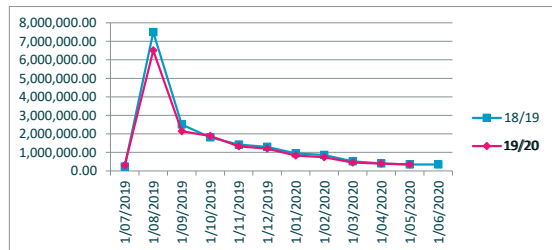
NOTES TO AND FORMING PART OF THE MONTHLY STATEMENTS  
as at 31 May 2020

**7 CASH, INVESTMENTS & RECEIVABLES**

	Note	2019 \$	2020 \$
<b>Cash And Cash Equivalents</b>			
Unrestricted		1,653,919	3,058,589
Restricted	8	5,821,414	5,878,468
		<u>7,475,333</u>	<u>8,937,057</u>
<b>Receivables</b>			
Rates outstanding		346,092	352,231
Sundry debtors		152,623	151,500
GST receivable		(0)	(0)
		<u>498,715</u>	<u>503,730</u>

**Rates Outstanding**

	YTD	30-Jun-19
Opening Arrears Previous Years	274,006	268,678
Levied this Year	7,762,198	7,603,240
Less Collections to date	- 7,683,973	- 7,597,912
Equals Current Outstanding	352,231	274,006
<b>Net Rates Collectable</b>	352,231	274,006
% Collected	95.62	96.52

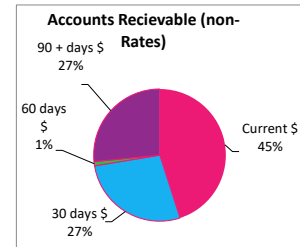


**Sundry Debtors**

	Current \$	30 days \$	60 days \$	90 + days \$
Receivables General	68,230.44	41,445.10	1,563.64	40,260.43
<b>Total Receivables General Outstanding</b>				<u>151,499.61</u>

**Total Receivables General Outstanding**

Amounts shown above include GST (where applicable)



NOTES TO AND FORMING PART OF THE MONTHLY STATEMENTS  
as at 31 May 2020

**8 CASH BACKED RESERVES**

**(a) Cash Backed Reserves - Movement**

	Opening Balance	Budget Transfer to	Transfer (from)	In Use Adjustment	Closing Balance
	\$	\$	\$		\$
Plant Reserve	251,356	2,930			254,287
Building Renewal Reserve	972,206	11,534			983,739
Rubbish Reserve	475,777	5,520			481,296
Community Centre Reserve	377,220	4,107			381,327
Television Services Reserve	96,565	1,120			97,686
Information Technology Reserve Reserve	56,339	654			56,993
Caravan Park Reserve	391,478	4,542			396,019
Land Development Reserve	69,821	810			70,631
Parking Requirements (Lot 1154 Sandpiper Street) Reserve	11,270	131			11,400
Parks and Recreation Grounds Development (Seagate) Reserve	371,813	4,313			376,127
Sport and Recreation Reserve	326,824	3,683	(20,000)		310,507
Landscaping Reserve	2,615	30			2,646
Aerodrome Reserve	120,886	1,402			122,289
Public Open Space Renewal Reserve	460,099	5,342		477	465,919
Infrastructure Renewal Reserve	802,327	9,304			811,632
Public Open Space Construction Reserve	111,561	1,294			112,855
Infrastructure Construction Reserve	0				0
Building Construction Reserve	114,808	1,331			116,140
Leave Reserve	257,105	2,984			260,089
Economic Development Initiatives Reserve	506,771	5,879			512,650
Turquoise Way Path Reserve	51,150	593			51,743
Cash in lieu of landscaping – Lot 1146 Sandpiper Street Reserve	2,465	29			2,494
Cash in lieu of Public Open Space – Lot 9000 Valencia Road Reserve	0	477		(477)	0
	<b>5,830,457</b>	<b>68,010</b>	<b>(20,000)</b>	<b>0</b>	<b>5,878,468</b>

**NOTES TO AND FORMING PART OF THE MONTHLY STATEMENTS**  
**as at 31 May 2020**

**9 TRUST FUNDS**

Funds held at balance date over which the local government has no control and which are not included in the financial statements are as follows:

**Trust Fund**

Detail	Balance	Movements		Balance
	30-Jun-19	Inwards	Outwards	as at 31 May 2020
	\$	\$		\$
Cash In Lieu POS - L9000 Valencia	200,277			200,277
	<b>200,277</b>	<b>0</b>	<b>0</b>	<b>200,277</b>



NOTES TO AND FORMING PART OF THE MONTHLY STATEMENTS  
as at 31 May 2020

10 BUDGET AMMENDMENTS

Description	Council Resolution	Schedule	Classification	Non-Cash Adjustment	Increase in cash available	Decrease in cash available	Amended Budget Running Balance
<b>Budget Adoption</b>						Opening Surplus	0
<b>Permanent Changes</b>							
Budget Review - Summary of changes	20200227 9.1.4				531,239		531,239
Budget Review - Surplus dispersement	20200227 9.1.4					(395,000)	136,239
				0	531,239	(395,000)	136,239

NOTES TO AND FORMING PART OF THE MONTHLY STATEMENTS  
as at 31 May 2020

11 GRANTS & CONTRIBUTIONS

Program / Details	Grant Provider	In Advance payments	Budget 2019/20	2019 / 20 Budget		Recoup Status		
				Amendments	Received	Revenue/ Expenditure	Liability	Not Received
				\$	\$	\$		
<b>Operating</b>								
<b>Rate Revenue</b>								
<b>Other General Purpose Income</b>								
Grants Commission - General	WALGGS	351,640	354,033	18,432	687,241	687,241		-351,640.00
Grants Commission - Roads	WALGGS	685,664	391,562	161,333	1,238,559	1,238,559		-685,664.00
<b>Fire Prevention</b>								
Bushfire risk management Planning Program Yr2	DFES	172,931	171,213					-1718.00
Bushfire risk management Planning Program Yr1	DFES		28,382		28,903	28,903		521.22
ESL Operating Grant	FESA		46,844		58,129	40,516	17,613	-11,285.30
<b>Other Welfare</b>								
Spray the Grey Grant Estimate	Healthway		15,000		10,500		10,500	4,500.00
<b>Streets Roads Bridges Depots Maint</b>								
MRWA Direct Grant	MRWA		210,870		210,870	210,870		0.00
Street Light Subsidy			3,300		3,408	3,408		-108.22
<b>Airfields</b>								
Jurien Bay Airport Masterplan			12,393		12,393	12,393		0.00
<b>Tourism</b>								
DET Apprenticeship Grant - Atherton				1,500	1,500	1,500		
		<b>1,210,235</b>	<b>1,176,833</b>	<b>144,401</b>	<b>2,193,697</b>	<b>2,165,584</b>	<b>28,113</b>	<b>- 1,045,394</b>
<b>Non-Operating</b>								
<b>Swimming Areas and Beaches</b>								
Beach Numbering Project	DLGSC							0.00
<b>Other Recreation and Sport</b>								
Faunteroy Park- Solar Lights	Safer Communities		4,787		4,787	4,787		0.00
Coastal Nodes Project	Shire of Irwin							0.00
<b>Heritage</b>								
Lottery/West N/Head heritage grant			22,410					22,410.00
<b>Streets Roads Bridges Depots Maint</b>								
Regional Road Group RRG	RRG		607,782		504,681	504,681		103,101.00
Commodity Route Funding	SCR		412,600		330,080	233,675	96,405	82,520.00
SBS Grant	SBS		424,586		339,668	339,668		84,918.00
DoT Dual Use Path	DoT		82,500		78,311	78,311		4,188.69
WALGGS - Special Projects	WALGGS			394,000	394,000		394,000	0.00
RTR Grant	RTR		554,113		554,113	497,115	56,998	0.00
			<b>2,108,778</b>	<b>394,000</b>	<b>2,205,640</b>	<b>1,658,238</b>	<b>547,402</b>	<b>297,137.69</b>
		<b>1,210,235</b>	<b>3,285,611</b>	<b>538,401</b>	<b>4,399,337</b>	<b>3,823,822</b>	<b>575,515</b>	<b>(748,256.61)</b>

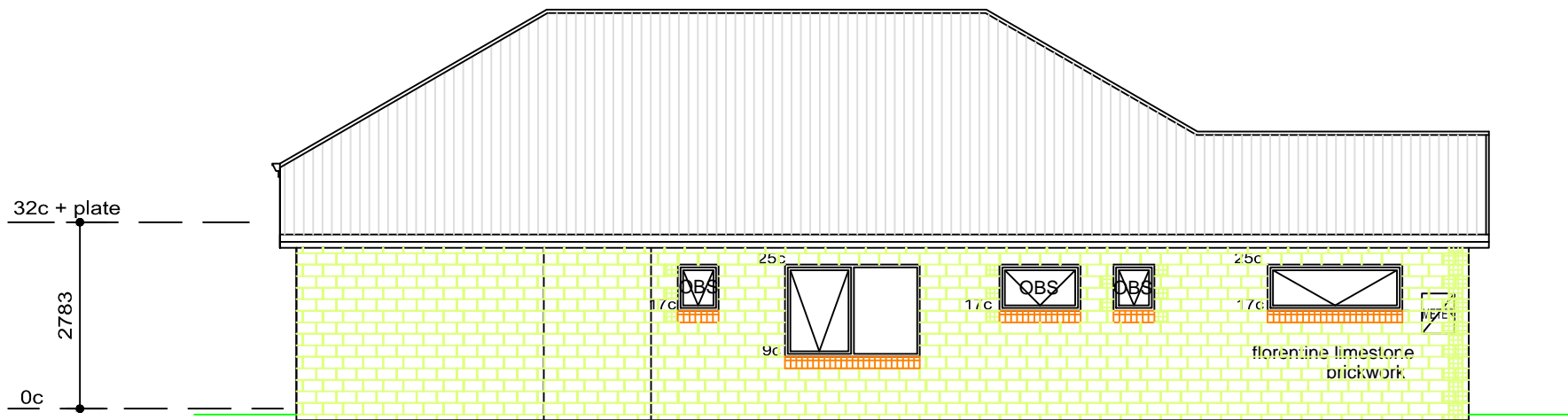
NOTES TO AND FORMING PART OF THE MONTHLY STATEMENTS  
as at 31 May 2020

12 VARIANCES

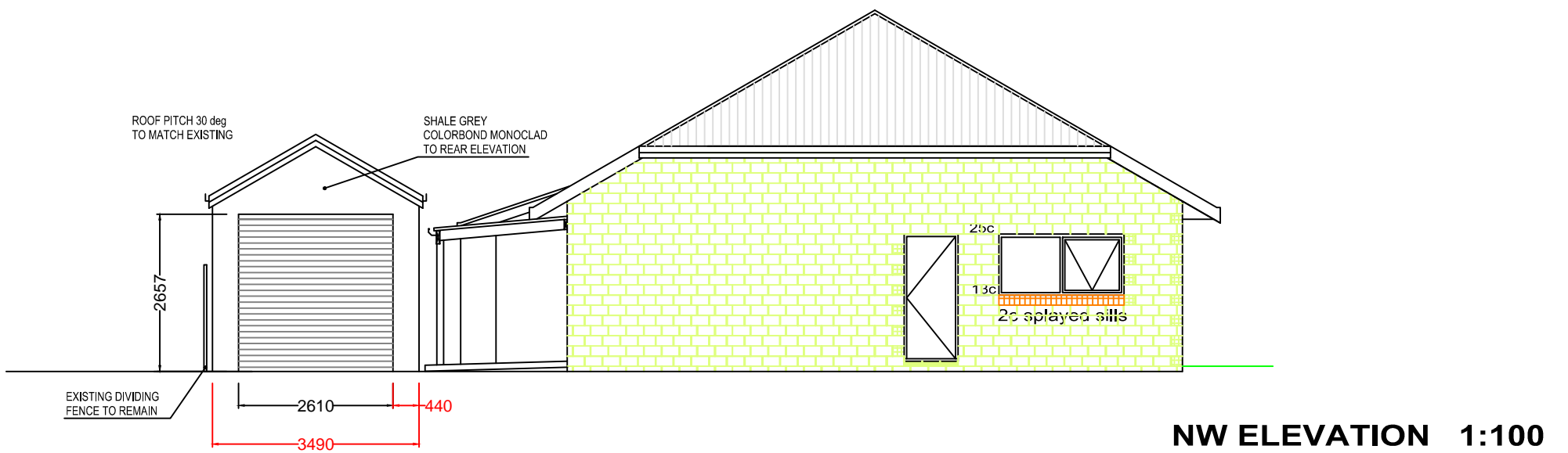
Reporting Program	Var \$	Var %	Var	Timing / Permanent	Explanation of Variance
<b>Operating Revenue</b>					
Governance	24,186	181%	▲	Permanent	LGIS Members fund
General Purpose Funding	1,042,667	202%	▲	Permanent	Received WALGG in advance payments
Law, Order & Public Safety	12,204	103%	▲		
Health	7,498	132%	▲		
Education and Welfare	0	100%	▲		
Community Ammenities	8,425	101%	▲		
Recreation and Culture	(27,080)	93%	▼		
for the period ending 31 May 2020	(10,366)	96%	▼		
Economic Services	511	100%	▲		
Other Property and Services	25,403	123%	▲	Permanent	Sale of goods at auction not budgeted for
<b>Operating Expenses</b>					
Governance	(1,186)	100%	▼		
General Purpose Funding	(4,991)	103%	▼		
Law, Order & Public Safety	99,616	92%	▲		
Health	(1,674)	101%	▼		
Education and Welfare	16	100%	▲		
Community Ammenities	63,670	97%	▲		
Recreation and Culture	306,439	90%	▲		
Transport	(11,849)	100%	▼		
Economic Services	33,428	95%	▲		
Other Property and Services	(212,389)	140%	▼	Timing	Oncost allocations



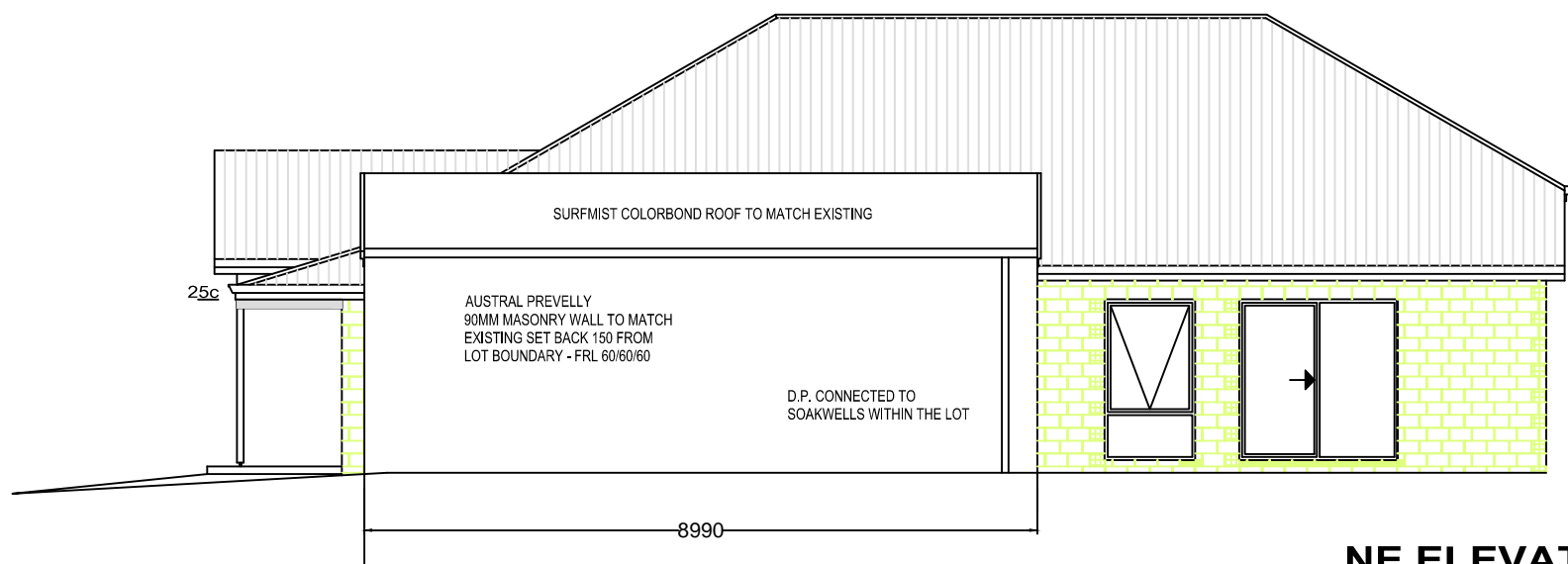
SE ELEVATION 1:100



SW ELEVATION 1:100



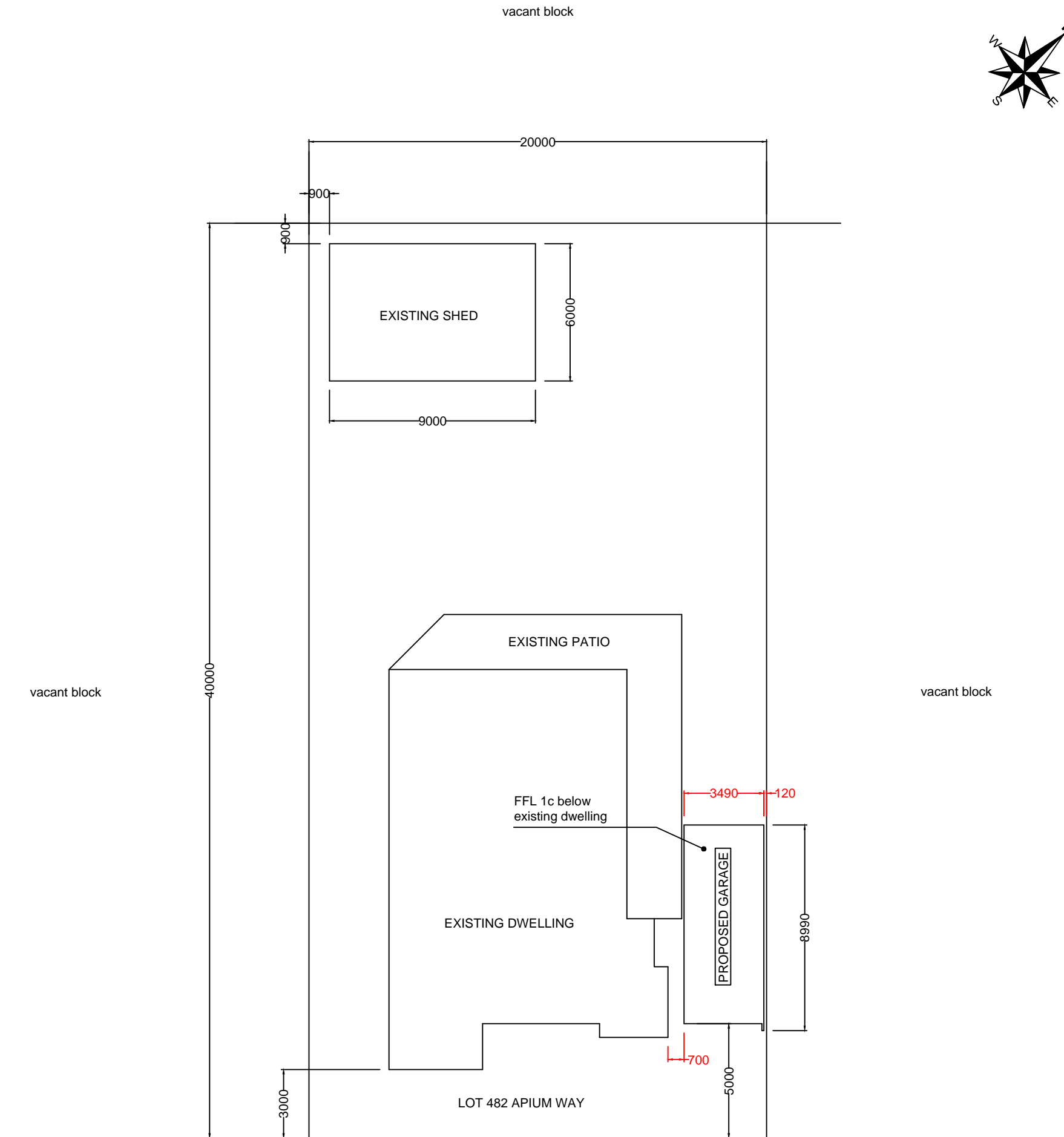
NW ELEVATION 1:100



NE ELEVATION 1:100

FOR PLANNING APPLICATION	CLIENT: Clive Sayers	AMENDMENTS / VARIATIONS		Proposed Garage Elevations	
		V.O. No.	DATE	SCALE:	DATE:
	SITE ADDRESS: Lot 482 HN 20 Apium Way Jurien Bay	GGE WIDTH INCREASED	02/06/20	1:100	02/06/20
				SHEET No:	
				JOB No:	

WIND CLASSIFICATION - N3  
SITE CLASSIFICATION - A



FOR PLANNING APPLICATION	CLIENT: <b>Clive Sayers</b>  SITE ADDRESS: Lot 482 HN 20 Apium Way Jurien Bay	AMENDMENTS / VARIATIONS		Proposed garage site plan	
		V.O. No.	DATE	SCALE:	DATE:
		WIDTH OF GGE INCREASED	02/06/20	1:200	02/06/20
				SHEET No:	
				JOB No:	



**LEASE**

Part 67 Bashford Street Jurien Bay

**SHIRE OF DANDARAGAN**

("Lessor")

AND

Jurien Bay Community Resource Centre Inc

("Lessee")

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THIS DEED is made the First day of August 2020

B E T W E E N

**SHIRE OF DANDARAGAN** of PO Box 676, Jurien Bay, Western Australia (“Lessor”)

and

Jurien Bay Community Resource Centre Inc (“Lessee”)

RECITALS:

- A. The Lessor is the owner in respect of the Land.
- B. The Lessor has the power to lease the Land
- C. The Lessor has agreed to lease the Leased Premises to the Lessee on the terms and conditions of this Lease.

THE PARTIES COVENANT AND AGREE AS FOLLOWS:

**1. Definitions and Interpretation**

In this Lease, unless such an interpretation is excluded by or contrary to the context:

1.1 Definitions

The following terms are defined:

“Authorised Person” means:

- (a) an agent, employee, licensee, contractor or invitee of the Lessee;
- (b) any person visiting the Leased Premises with the express or implied consent of any person referred to in paragraph (a) of this definition; and
- (c) any person claiming under or through the Lessee;

“Authorised Use” means the use specified in item 1 of Schedule 1;

“Business Day” means a day other than a Saturday or Sunday or a day that is a public holiday in Western Australia;

“Commencement Date” means the commencement date specified in item 3 of Schedule 1;

“Common Areas” includes those parts of the Land that the Lessor has set aside (if any) as areas which are open to the public or otherwise available for

access and egress, common use, amenity, or convenience by other users or occupiers;

“Council” means the Shire of Dandaragan elected members group

“End Date” means the date specified in item 4 of Schedule 1;

“Event of Default” means the events specified in clause 17 of this Lease;

“Facilities” means the water supply, drainage, sewerage, gas and electrical fixtures, fittings or appliances (if any) in or on the Land or the Leased Premises;

“Force Majeure” includes the following:

- (a) Act of God;
- (b) fire, explosion, flood, fog or other adverse weather conditions or natural disaster;
- (c) the act of any Relevant Authority (including refusal or revocation of any licence or consent);
- (d) power failure, failure of telecommunications lines, failure or breakdown of plant and equipment, machinery or vehicles;
- (e) default of suppliers or independent contractors;
- (f) theft or malicious damage;
- (g) outbreak of hostilities, riot, civil disturbance, acts of terrorism; or
- (h) any cause or circumstance whatsoever beyond the reasonable control of a party to this Lease;

“Further Term” means each further term specified in item 2(b) of Schedule 1;

“LAA” means the *Land Administration Act 1997* (WA);

“Land” means the land described in item 5(a) of Schedule 1;

“Laws” means all statutes, rules, regulations, proclamations, ordinances, legislative instruments or by-laws present or future that apply to the Land, the Leased Premises and this Lease;

“Lease” means this lease and the Schedules and, where applicable, any appendices, plans or other attachments to this lease as amended from time to time;

“Leased Premises” means that part of the Land described in item 5(b) of Schedule 1 together with any buildings and improvements situated thereon;

“Lessee’s Activities” means the activities carried on by the Lessee from the Leased Premises;

“Lessee's Fixtures” means each fixture and fitting installed by the Lessee in or on the Leased Premises with the Lessor's consent including any structural improvements;

"Lessee's Obligations" means each covenant, obligation and duty contained or implied in this Lease or required by law to be performed by the Lessee, the Guarantors (if any) or any Authorised Persons;

"Lessee's Rights" means the Lessee's rights under this Lease or implied by law;

"Lessor's Fixtures" means the Lessor's fixtures and fittings in or on the Leased Premises and any structural improvements which are classified by the Lessor as the property of the Lessor in accordance with this Lease;

"Lessor's Works" means any refurbishment, upgrade and renovation works carried out or to be carried out on or to the Leased Premises as notified to the Lessee by the Lessor from time to time;

"Lessor's Rights" means the rights of the Lessor under this Lease or implied by law, including without limitation the benefit of the performance of the Lessee's Obligations;

"Maintain" includes maintain, repair, renovate, replace, decorate and refurbish, and "Maintenance" and "Maintaining" have equivalent meanings;

"party" and "parties" mean respectively a party or parties to this Lease;

"Plant and Equipment" means the plant and equipment (if any) used in connection with the provision of any Services or the heating, cooling, lighting, power or plumbing for the Leased Premises;

"Rates and Taxes" means:

- (a) council rates and charges including, but not limited to, rubbish removal rates and charges;
- (b) land tax (including metropolitan region improvement tax) on a single holding basis;
- (c) water, drainage and sewerage rates, including, but not limited to, meter rents, charges for the disposal of storm water and excess water charges;
- (d) rates, taxes, charges, duties and fees levied, charged, assessed or imposed by a Relevant Authority in respect of any part of the Leased Premises or the ownership or occupation of any part of the Leased Premises,

together with any related interest, penalties, fines and expenses in connection with them but excluding any tax imposed by the *Income Tax Assessment Act 1936 (Cth.)* or the *Income Tax Assessment Act 1997 (Cth.)*;

"Relevant Authority" means any government, statutory, public or other authority or body having jurisdiction over the Leased Premises or any matter or thing relating to the Leased Premises;

"Rent" means the rent specified in item 6 of Schedule 1;

"Schedule" means a schedule to this Lease;

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

"Term" means the term specified in item 2(a) of Schedule 1;

"Termination" means the expiry of the Term by effluxion of time or by termination in accordance with this Lease;

"Works Conditions" means in respect of any Maintenance or other works carried out on or to the Leased Premises by the Lessee, the Lessee must:

- (a) do so:
  - (i) only with the prior written approval of the Lessor (not to be unreasonably withheld) and all Relevant Authorities;
  - (ii) at the Lessee's cost;
  - (ii) in a safe and proper workmanlike manner and to the satisfaction of the Lessor, acting reasonably;
  - (iii) using only materials that are the same or of a similar quality to existing materials of the Leased Premises;
  - (iv) in full compliance with:
    - (A) any approval given and conditions imposed by the Lessor acting reasonably and all Relevant Authorities;
    - (C) all plans and specifications approved by the Lessor;
    - (D) all other requirements, notices, orders or directions of any Relevant Authority; and
    - (E) all relevant Laws;
- (b) ensure that the Lessee and all its employees, agents, contractors and workmen employed in executing the relevant works:
  - (i) as soon as reasonably practicable comply with the reasonable directions of the Lessor in relation to their conduct in and access to the Leased Premises and when going to and from the Land and the Leased Premises; and
  - (ii) take all necessary steps to cause as minimum disturbance to the greatest extent possible to the Lessor and to the owners or occupiers of any nearby properties having regard to the nature ;;

- (c) if required by the Lessor, erect and maintain a fence around the Leased Premises during the erection and completion of the works and ensure that such fence is sufficiently sound, high and secure to prevent entry upon the Leased Premises by unauthorised persons and members of the public;
- (d) clean up the Leased Premises progressively during the construction, installation or demolition of the works as the case may be and promptly remove from the Leased Premises all rubbish and waste arising from such works; and
- (e) pay on demand to the Lessor all the reasonable costs of the Lessor in connection with the relevant works including the Lessor's administrative and other reasonable costs of giving consent and the fees of any architect or other consultant used by the Lessor in connection with the relevant works EXCEPT THAT such costs do not include any costs or expenses incurred by the Lessor or entitled to be recovered by the Lessor in its capacity as the local government charged with the responsibility of approving such works; and

"Written Law" has the same meaning given to that term in the *Interpretation Act 1984*.

## 1.2 Interpretation

The following interpretations shall apply:

- (a) words importing the singular shall include the plural and vice versa, words importing gender shall include the masculine, feminine and neuter genders and words importing persons shall include individuals, firms, associations, partnerships, government authorities, incorporated and unincorporated entities and corporations;
- (b) if two (2) or more persons by this Lease undertake an obligation or make or give any warranty or undertaking, or waive any right or entitlement, they shall be bound both jointly and jointly and severally;
- (c) 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 act or payment of that money or on which that entitlement arises or notice is deemed served, shall be deemed to be the next Business Day;
- (d) a reference to any party includes that party in its own right and in its capacity as trustee of any trust (whether specified or not), and also includes that party's executors, administrators, successors, substitutes and permitted assigns in accordance with this Lease, including any person taking by way of novation;
- (e) all headings and any table of contents or index have been inserted for convenience purposes only and shall not affect the interpretation hereof;
- (f) 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 shall have a corresponding meaning;

- (g) all references to monetary amounts are references to Australian dollars unless stated otherwise;
- (h) 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 Lease 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.
  - (vi) signature and signing includes due execution by a corporation or other relevant entity;
  - (vii) a month means a calendar month;
  - (viii) conduct includes, without limitation, an omission, statement or undertaking, whether or not in writing; and
  - (ix) an amount for which a person is contingently liable includes, without limitation, an amount which that person may become actually or contingently liable to pay if a contingency occurs, whether or not that liability will actually arise;
- (i) no rule of construction of documents shall apply to the disadvantage of a party, on the basis that that party put forward this document or any relevant part of it;
- (j) “including” and similar expressions are not words of limitation;
- (k) a covenant, agreement, representation or warranty in favour of two (2) or more persons is for the benefit of them jointly and severally;
- (l) a reference to a statutory, professional or industry body includes a reference to a successor or substitute for that body;
- (m) unless repugnant to the context, a covenant by a party to do or omit to do anything includes a covenant by an Authorised Person to do or omit to do that thing, and the party is liable for all acts or omissions of an Authorised Person;
- (n) a general description of any matter or thing whatever shall not be read down if followed by any specific examples of that matter or thing; and
- (o) covenants implied by Laws are not incorporated in the Lease, unless the relevant Law provides that certain covenants are to be implied and cannot be excluded by agreement.

### 1.3 Approval by the Lessor

In any case where under this Lease the doing or executing of any act, matter or thing by the Lessee is dependent on the approval or consent of the Lessor such approval or consent will not be effective unless it is given in writing. Such consent may be given or withheld by the Lessor in the Lessor's reasonable discretion or by and may be given subject to such conditions as the Lessor may reasonably determine unless otherwise provided in this Lease.

### 1.4 Consent of Western Australian Planning Commission

If for any reason this Lease requires by law the consent of the Western Australian Planning Commission then this Lease is made expressly subject to and is conditional upon the granting of the consent of the Western Australian Planning Commission.

## 2. **Operative part**

### 2.1 Lease of Leased Premises

- (a) In consideration of the Lessee agreeing to duly pay the Rent and other money payable under this Lease and to duly observe and perform the Lessee's Obligations, the Lessor leases the Leased Premises and grants the Lessee's Rights to the Lessee for the Term subject to the reservation of the Lessor's Rights under this Lease.
- (b) This Lease is subject to and expressly conditional upon:
  - (i) the Lessor, to the extent required, complying with the procedures it is required to comply with under any Written Law including, but not limited to, the *Local Government Act 1995* (WA); and

### 2.2 Quiet enjoyment

The Lessor warrants that the Lessor has full capacity to grant this Lease, and if the Lessee:

- (a) pays the Rent and other money payable under this Lease; and
- (b) duly observes and performs the Lessee's Obligations,

the Lessor agrees that the Lessee may quietly hold the Leased Premises and enjoy the Lessee's Rights during the Term without any disturbance from the Lessor or any person lawfully claiming through the Lessor, except to the extent that the interruption, disturbance or interference arises because of the exercise of the Lessor's Rights or is otherwise permitted by any provision of this Lease.

### 2.3 Lessee responsible as if owner

The Lessee is subject to the same responsibilities relating to persons and property during the Term as if the Lessee were the owner of the Leased Premises.

### **3. Reservation of Lessor's rights**

Without limiting any other provision of this Lease, the Lessor reserves the following rights:

#### **3.1 Improvements to Leased Premises**

The Lessor may at any time carry out any Lessor's Works as are reasonably required but, in exercising these rights, the Lessor shall use the Lessor's reasonable endeavors not to cause any undue interference with the conduct of the Lessee's Activities.

#### **3.2 Right to enter**

(a) The Lessee shall permit the Lessor to enter the Leased Premises at all reasonable times on the giving of reasonable notice, or immediately in the case of emergency, with or without workmen or other interested persons and with or without plant, equipment and materials to:

- (i) view the state of repair of the Leased Premises and to ensure compliance with the Lessee's Obligations;
- (ii) comply with any requirement or order of any local government or other Relevant Authority;
- (iii) carry out any Maintenance on or to the Leased Premises or the Land, the Plant and Equipment or cables, pipes or wires within the Leased Premises or the Land;
- (iv) view the Leased Premises with any persons interested in the Land or the Leased Premises; and
- (v) carry out any Lessor's Works,

but, in exercising these rights, the Lessor shall use the Lessor's reasonable endeavors not to cause any undue interference with the conduct of the Lessee's Activities.

(b) The Lessor may enter the Leased Premises at any time for the purpose of doing anything which should have been done by the Lessee under this Lease but which has not been done or has not been done properly.

#### **3.3 Common Areas**

With respect to structures and Facilities in the Common Areas (if any), the Lessor may in its absolute discretion at any time erect or modify such structures or Facilities.

#### **3.4 Granting easements etc**

The Lessor may grant easements of support or any other easements or similar rights over any part of the Land or the Leased Premises but the Lessor shall not without the Lessee's prior consent do anything which will substantially and permanently derogate from the quiet enjoyment of the Lessee's Rights by the Lessee.



#### **4. Rent**

The Lessee must pay the Rent to the Lessor in the manner set out in item 6 of Schedule 1.

#### **5. Outgoings**

The Lessee must pay punctually to the Lessor, or to such person as the Lessor may from time to time direct, all the following outgoings or charges (if applicable), assessed or incurred in respect of the Leased Premises:

- (a) all Rates and Taxes;
- (b) telephone and gas, wiring, internet connections or telephone connection and the Lessee shall ensure that any accounts for all charges and outgoings in respect of telephone, gas are taken out and issued in the name of the Lessee; and
- (c) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Leased Premises.
- (d) Schedule 2 outlines outgoings determination.

#### **6. Use of Leased Premises and Facilities**

##### **6.1 Authorised Use**

The Lessee shall not:

- (a) use the Leased Premises for any purpose other than the Authorised Use specified in item 1 of Schedule 1; or
- (b) use any Facility, Service, item of Plant and Equipment or Lessor's Fixture for a purpose for which it was not designed or designated.

##### **6.2 Licenses and Limitations**

If the carrying on of the Lessee's Activities at the Leased Premises is permissible only with the consent, licence or authority under any Law, the Lessee shall obtain and maintain the currency of that consent, licence or authority and comply with that Law.

##### **6.3 Comply with requirements**

The Lessee shall:

- (a) not do or omit to do anything which might interfere with or impair the efficient supply or operation of any Facility, Service, item of Plant and Equipment or Lessor's Fixtures;
- (b) comply with the Lessor's reasonable requirements for the use of each Facility, Service, item of Plant and Equipment, Lessor's Fixtures and other structural improvements on the Leased Premises; and
- (c) comply with all relevant requirements imposed by any Law or any Relevant Authority in respect of the Land and any structural

improvements in or on the Land.

**7. Security of Leased Premises**

The Lessee must ensure that the Leased Premises, including the Lessor's Fixtures, are always appropriately secured.

**8. Maintenance and Works**

8.1 Obligation to Maintain

(a) The Lessee shall:

- (i) Maintain the Leased Premises in a good condition and state of repair, except in respect of fair wear and tear or damage which is or will be reinstated from the proceeds of insurance;
- (ii) promptly repair any damage to the Leased Premises for which the Lessee is responsible to the satisfaction of the Lessor;
- (iii) keep the Leased Premises clean and free from rubbish and other debris;
- (iv) Maintain the Lessor's Fixtures, the Lessee's Fixtures and the Facilities on or in the Leased Premises (if any) in good condition and, where necessary, make good any breakage, defect or damage or replace that Lessor's Fixture, Lessee's Fixture or Facility to the satisfaction of the Lessor except in respect of fair wear and tear or damage which is or will be reinstated from the proceeds of an insurance policy;
- (v) not do or omit to do anything which might cause the Leased Premises or the Lessor's Fixtures to deteriorate or become impaired except for fair wear and tear, to be obstructed, or to be in a condition other than a good and sanitary condition;
- (vi) replace any light bulbs or fluorescent tubes in the Leased Premises when necessary;
- (vii) take reasonable measures to keep the Leased Premises free of ants, termites, rodents, pests and vermin; and
- (viii) if there is any carpet or other floor coverings in the Leased Premises, keep the said carpet and floor coverings clean and promptly repair any damage to them, save that the Lessee is not liable for normal wear and tear.

(b) For the avoidance of doubt, nothing in this clause 8 obliges the Lessee to carry out any structural work or work of a capital nature except to the extent rendered necessary by any wrongful act or omission, negligence or default of the Lessee or by the installation or removal of the Lessee's Fixtures.

## 8.2 Alteration and Substantial Works

The Lessee must not make any alteration or addition to, or demolish, any part of the Leased Premises, or remove or alter any of the Lessor's Fixtures, the Plant and Equipment or any Facility or Service in or on the Leased Premises without the prior written consent of the Lessor which consent may be granted or refused or granted subject to conditions at the absolute discretion of the Lessor EXCEPT THAT the Lessor shall not arbitrarily or unreasonably withhold its approval in the case of any mandatory alterations required by a Relevant Authority.

## 8.3 Standard for Maintenance and Works

The Lessee must comply with the Works Conditions in carrying out all Maintenance and any other work which affects the Leased Premises or the Lessor's Fixtures.

## 8.4 Remove Non-approved Works

If the Lessee carries out any works or erects any building or structure on the Leased Premises which have not been previously approved in writing by the Lessor, or which are not undertaken in accordance with the provisions of this Lease, the Lessor may require the Lessee (but without limiting any other right or remedy available to the Lessor) at the Lessee's cost, to dismantle and remove any such works, building or structures and the Lessee shall carry out the same in accordance with the Lessor's directions.

# 9. Positive covenants

## 9.1 Costs and Expenses

The Lessee must pay to the Lessor on demand all the Lessor's costs, charges and expenses in connection with:

- (a) any consent, approval or exercise of any right, waiver, variation, release, surrender or discharge in connection with this Lease, including but not limited to all costs and expenses of and incidental to the preparation and service of a notice under Section 81 of the *Property Law Act 1969*;
- (b) any breach of the Lessee's Obligations; and
- (c) any action, suit or proceeding to which the Lessor is joined as a party as a result of the Lessee's occupation of the Leased Premises and the Lessee's Fixtures, and such costs, charges and expenses include, but are not limited to:
  - (d) taxes and fees and fines and penalties which may be payable in connection with this Lease;
  - (e) all legal costs and expenses on a full indemnity basis; and
  - (f) all interest which the Lessor is entitled to claim.

## 9.2 Reimburse Lessor Expenses

The Lessee shall pay to the Lessor on demand all money paid by the Lessor on behalf of the Lessee in the discharge of any of the Lessee's Obligations.

## 9.3 Report to Lessor

The Lessee shall as soon as reasonably practicable report to the Lessor in writing:

- (a) all damage or defects in the Leased Premises, the Lessor's Fixtures, the Plant and Equipment or the Facilities (if any) in or on the Leased Premises of which the Lessee is aware;
- (b) any notice or order received from any court relating to the Leased Premises or the Lessee's Fixtures; and
- (c) any circumstances likely to be a danger or cause any damage or danger to the Leased Premises or any person in or on the Leased Premises of which the Lessee is aware.

#### 9.4 Comply with Laws

The Lessee shall comply promptly with all Laws affecting the Leased Premises and the Lessee's Fixtures or the use of the Leased Premises and the Lessee's Fixtures.

#### 9.5 Services

- (a) The Lessee must observe and comply with any conditions of supply of any Services by the Lessor, or where no conditions of supply are imposed by the Lessor, observe and comply with the conditions of supply of Services imposed by the Relevant Authority; and
- (b) If any Service is not provided by the Lessor, the Lessee is responsible to make the Lessee's own arrangements at the Lessee's own cost for the supply of the Service to the Leased Premises. For the avoidance of doubt, the Lessor is not obliged to provide or to facilitate the procuring of any Services or Facilities to or for the Leased Premises.

### 10. Negative covenants

The Lessee shall not:

- (a) except for reasonable quantities for normal applications in connection with the use of the Leased Premises and in the carrying out of the Lessee's Activities, bring onto, store or use any chemical or inflammable substance on or in the Leased Premises;
- (b) store goods on or in the Leased Premises other than those necessary in the carrying out of the Lessee's Activities;
- (c) without the Lessor's prior consent, place or operate in any part of the Leased Premises any radio, television, loudspeaker, amplifier or other similar device;
- (d) except as is lawful and necessary and an ordinary incident of carrying out the Lessee's Activities, do or carry on in the Leased Premises any activity which might be harmful, offensive or illegal, or cause a nuisance, damage or disturbance to the Lessor or the owners or occupiers of any nearby properties unless with the prior written consent of any Relevant Authority and the Lessor;
- (e) place any rubbish on or in any part of the Leased Premises except in a suitable receptacle;
- (f) burn any rubbish in or on the Leased Premises, unless permitted by Law or is otherwise necessary or an ordinary incident of carrying out the Lessee's Activities;

- (g) deliver or permit to be delivered goods or materials to or from the Leased Premises except in a manner which causes minimum interference to the owners or occupiers of any nearby properties;
- (h) sell or permit the sale of alcohol or alcoholic beverages on or in the Leased Premises except with the prior written consent of the Lessor and in accordance with a licence granted to the Lessee under the *Liquor Control Act 1988* (WA);
- (i) permit smoking inside the Leased Premises;
- (j) erect or install any signs in or on the Leased Premises without the prior written consent of the Lessor;
- (k) in relation to the Common Areas (if any):
  - (i) cause an obstruction in any part of the Common Areas;
  - (ii) use any part of the Common Areas for purposes for which they are not designed;
  - (iii) leave any goods or articles in any part of the Common Areas; or
  - (iv) conduct any business from the Common Areas unless agreed to in writing by the Lessor; or
- (l) use the name of the Leased Premises in the Lessee's own name or in any business name without the prior written consent of the Lessor, which consent shall not be unreasonably withheld.

## **11. Insurance**

- 11.1 The Lessee, at its own cost, shall effect and maintain with an insurance company authorised to transact insurance business in Australia all policies of insurance relating to the Leased Premises referred to in item 7 of Schedule 1 and the Lessee shall:
- (a) supply to the Lessor upon request current details of all insurance effected in accordance with this clause in the form of a certificate of insurance; and
  - (b) ensure that each policy of insurance includes a provision for cross liability and waiver of subrogation rights in favour of the Lessor.
- 11.2 The Lessee must not by any act or omission cause or allow anything to be done which might result in any insurance policy effected under this Lease or in respect of the Leased Premises becoming void or voidable or which might increase the premium on any policy.

## **12. Indemnities**

### **12.1 General indemnity**

Except to the extent contributed to by the Lessor as the case may be, the Lessee shall indemnify and keep indemnified the Lessor against all losses, claims, damages, demands, costs and expenses for which the Lessor becomes liable in respect of loss or damage to property or death or injury of any nature and however or wherever sustained:

- (a) which are caused or contributed to by the use or occupation of the Leased Premises and the Lessee's Fixtures by the Lessee or an Authorised Person, except to the extent caused or contributed to by the Lessor;
- (b) resulting from an act or omission of the Lessee; or
- (c) resulting from a notice, claim or demand against the Lessee to do or refrain from doing anything except to the extent that the Lessor is obliged by this Lease to pay for or contribute to the cost of compliance with the notice, claim or demand and fails to do so.

## 12.2 Nature of indemnity

The obligation of the Lessee to indemnify the Lessor under this Lease or at law is not affected by the obligation of the Lessee to effect insurance and all indemnities shall survive Termination.

## 13. Assignment

### 13.1 No assignment

13.2 The Lessee shall not assign, mortgage or charge the Lessee's leasehold estate in the Leased Premises, nor sublet, part with possession or dispose of the Leased Premises in any way.

### 13.3 Property Law Act excluded

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

### 13.4 Changes in beneficial ownership of shares

If the Lessee is a company whose shares are not listed on any Stock Exchange in Australia, a change in the beneficial ownership of more than fifty per cent (50%) of the shares or the redemption, cancellation or issue of shares in that company or any holding company of that company will be deemed to be an assignment of the Lessee's leasehold estate.

### 13.5 Lessor may consent to assignment or sublease

The Lessee will not be in breach of the covenant in clause 13.1 in respect of an assignment or a sublease of the whole or part of the Leased Premises if the Lessor consents to the assignment or sublease. The Lessor will not unreasonably withhold consent if the following criteria are satisfied:

- (a) The Lessee satisfies the Lessor that:
  - (i) the proposed assignee or sub-lessee is a respectable and responsible person of good financial standing, with sound business acumen, with adequate business experience and who is capable of meeting all the financial commitments of the Lessee under this Lease or the sub-lessee under a sublease of this Lease whichever the case may be;
  - (ii) there is no Rent or other money payable under this Lease due but unpaid; and
  - (iii) there is no remedied breach of the Lessee's Obligations and there have been no substantial breaches of the Lessee's Obligations during the Term; and

- (b) the Lessee procures the execution by the proposed assignee of an assignment of lease, or by the proposed sub-lessee of a sublease, prepared by the Lessor's solicitors at the Lessee's cost which contains terms consistent in all respects with this Lease and which are acceptable to the Lessor.

#### 13.6 Lessor may consent to charge

- (a) The Lessee will not be in breach of the covenant in clause 13.1 in respect of a charge or mortgage if the Lessee obtains the Lessor's consent to that charge or mortgage.
- (b) The Lessor may consent to or refuse to give its consent to a charge or mortgage in its absolute discretion.

#### 13.7 Compliance with Acts

The Lessor and the Lessee acknowledge that if in granting its consent to any assignment or sublease the Lessor has to first comply with or satisfy any obligations or requirements under any Written Law including, but not limited to, the *Local Government Act 1995 (WA)* and the LAA then the Lessor's consent is made expressly conditional upon and subject to satisfaction of the relevant obligations or requirements.

### 14. Damage, Destruction or Resumption

#### 14.1 Abatement of Rent

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

#### 14.2 Termination

If the Leased Premises or any part of the Leased Premises are totally or partially damaged or destroyed so as to require major rebuilding, either party will have the option to terminate this Lease by giving a notice in writing to the other party within sixty (60) days of such occurrence. The Term will terminate upon such notice being given and the Lessee must vacate the Leased Premises and surrender the same to the Lessor but such termination will be without prejudice to the parties' rights against each other in respect of any antecedent breach of this Lease.

#### 14.3 Dispute Resolution

Any dispute arising out of the provisions of this clause 15 shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 2012 (WA)* and the parties may each be represented by a legal practitioner of their choice.

## **15. Limit of Lessor's liability**

### **15.1 No warranties or representations**

The Lessee acknowledges and agrees that:

- (a) all the Lessee's property in or on the Land and the Leased Premises shall be at the sole risk of the Lessee during the Term and the Lessor shall not be liable for any claim, loss or damage that the Lessee may suffer as a result of:
  - (i) any fault in the construction or state of repair of the Leased Premises or the Lessee's Fixtures;
  - (ii) any defect in any of the Facilities or the Services;
  - (iii) any flow, overflow, leakage or breakdown of any water, air-conditioning, gas, power or other source of energy whether from the Leased Premises or otherwise;
- (i) any event of Force Majeure;
- (b) the Lessor gives no warranty as to the use to which the Leased Premises may be put; and
- (c) the Lessee has not relied on any representation or warranty of the Lessor in entering into this Lease and further acknowledges that the Lessee has relied on the Lessee's own skill and judgment and has made the Lessee's own enquiries in determining the suitability of the Leased Premises for the Authorised Use and the Lessee's Activities.

### **15.2 Lessee acts at own risk and expense**

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

## **16. Default**

An event of default occurs if:

- (a) the Lessee fails to pay the Rent or other money payable under this Lease within seven (7) Business Days of the due date for payment, regardless of whether demand has been made;
- (b) the Lessee fails to perform any of the Lessee's Obligations for ten (10) Business Days after the Lessor has given notice to the Lessee of the default;
- (c) the Lessee is in breach of any document other than this Lease giving the Lessee a right to occupy any part of the Land or the Leased Premises;
- (d) a receiver or receiver and manager or controller as defined in the Corporations Act is appointed in respect of any part of the Lessee's property;
- (e) a person is appointed under legislation to investigate or manage any part of the Lessee's affairs;



- (f) the Lessee ceases to carry on the Lessee's Activities from the Leased Premises; or
- (g) where the Lessee is a company and:
  - (i) an application is made to a court for an order or an order is made that the Lessee be wound up;
  - (ii) an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of the Lessee;
  - (iii) except for the purposes of reconstruction or amalgamation, the Lessee enters into a scheme of arrangement, deed of company arrangement or composition with, or assignment for the benefit of, all or any class of the Lessee's creditors;
  - (iv) the Lessee resolves to wind itself up or otherwise dissolve itself;
  - (v) the Lessee states that it is insolvent; or
  - (vi) the Lessee takes any step to obtain protection or is granted protection from its creditors under any applicable legislation.

## **17. Lessor's powers on default**

### **17.1 Lessor's right of possession**

- (a) On the occurrence of an Event of Default the Lessor may:
  - (i) give notice to the Lessee that it intends to enter and retake possession of the Leased Premises if the Lessee fails to remedy the Event of Default the subject of the notice within thirty (30) days of the date of the notice; and
  - (ii) enter the Leased Premises and re-take possession of the Leased Premises if the Lessee fails to remedy the Event of Default within thirty (30) days of the date of the notice referred to in clause 17.1(a)(i) above.
- (b) If the Lessor enters and retakes possession of the Leased Premises pursuant to clause 17.1(a)(ii) above then the Term will immediately determine.

### **17.2 Lessor may remedy Lessee's default**

- (a) If an Event of Default occurs or the Lessee otherwise fails to perform any of the Lessee's Obligations, the Lessor may without prejudice to the Lessor's rights arising from the Event of Default or the failure to perform, remedy that Event of Default or the failure to perform as if the Lessor was the Lessee, at the Lessee's cost. The Lessee must pay to the Lessor all liabilities incurred by the Lessor in remedying an Event of Default or failure to perform.
- (b) None of the following events constitutes a re-entry or forfeiture or waiver of the Lessor's rights to recover in full all Rent and other money payable by the Lessee under the Lease:
  - (i) acceptance of the keys or other access devices for the Leased

Premises;

- (ii) entry to the Leased Premises by the Lessor for the purpose of inspection or for the purpose of showing the Leased Premises to prospective lessees or to remedy an Event of Default; or
- (iii) advertising the Leased Premises for re-letting.

#### 17.3 No prejudice of Lessor's rights

Any re-possession or attempted re-possession of the Leased Premises by the Lessor or any demand for or acceptance of any of the Rent or other money payable under this Lease will not:

- (a) prejudice or affect the Lessor's rights under this Lease;
- (b) release the Lessee from performing the Lessee's Obligations; or
- (c) be deemed an election by the Lessor as to the exercise of the Lessor's rights under this Lease or at law.

#### 17.4 Exercise of rights by Lessor

The Lessor may exercise the Lessor's rights under this Lease or at law notwithstanding laches, neglect or waiver in respect of any breach of the Lessee's Obligations, and without giving notice except in accordance with this Lease or as required by law, and without having to prove default by the Lessee or the continuance of that default.

### 18. **Essential terms**

#### 18.1 Breach of Essential Terms

- (a) If the Lessee's conduct constitutes a breach of an essential term of this Lease and the Lessor elects to treat that breach as repudiation or the conduct otherwise constitutes repudiation of this Lease, the Lessee shall compensate the Lessor for all loss or damage suffered by reason of or arising from the repudiation.
- (b) Clauses 4 ("Rent"), 5 ("Outgoings"), 6 ("Use of Leased Premises and Facilities"), 8 ("Maintenance and Works"), 11 ("Insurance") and 13 ("Assignment") of this Lease are deemed to be essential terms.

#### 18.2 Damage for Breach of Essential Terms

Any loss or damage for the unexpired residue of the Term suffered by the Lessor as a result of the Lessee's breach of an essential term may be recovered as damages at any time.

#### 18.3 Lessor's Entitlement to Damages

The Lessor's entitlement to recover damages from the Lessee or any other person will not be limited or affected by any of the following:

- (a) if the Lessee abandons or vacates the Leased Premises;
- (b) if the Lessor elects to re-enter the Leased Premises or terminate this

Lease;

- (c) if the Lessor accepts the Lessee's repudiation; or
- (d) if the parties' conduct (or that of any of their servants or agents) constitutes or may constitute a surrender by operation of law.

#### 18.4 Lessor to Mitigate Damages

- (a) If the Lessee vacates the Leased Premises or if the Lessor accepts the Lessee's repudiation based on the Lessee's breach of an essential term of this Lease and terminates this Lease, the Lessor must take reasonable steps to mitigate its loss and endeavor to re-lease the Leased Premises on reasonable terms.
- (b) The entitlement to damages will be assessed on the basis that the Lessor has observed the obligation to mitigate damages.
- (c) The Lessor's conduct in mitigating its damages will not of itself constitute acceptance of the breach or repudiation or a surrender by operation of law.

#### 18.5 Calculation of Damages

Following repudiation by the Lessee if the Lessor terminates this Lease then, without prejudice to any other right or remedy, the Lessor may recover the difference between the aggregate of the Rent and the reasonable estimate of the other money payable by the Lessee for the unexpired residue of the Term less any amount the Lessor obtains, or could in the Lessor's opinion reasonably be expected to obtain, by observing clause 18.4.

### 19. Termination

#### 19.1 Yield up Leased Premises

The Lessee shall on Termination surrender and yield up the Leased Premises to the Lessor in a condition consistent with the compliance of the Lessee's Obligations during the Term and deliver to the Lessor all keys, access cards and other security devices (if any) for the Leased Premises and the Land.

#### 19.2 Remove Lessee's Fixtures

The Lessee shall:

- (a) prior to Termination or on the termination of any period of holding over, unless the Lessor agrees or directs to the contrary, remove from the Leased Premises all of the Lessee's Fixtures and other property of the Lessee and make good any damage caused to the Leased Premises by the removal of the Lessee's Fixtures and other property of the Lessee;
- (b) comply with the Works Conditions in respect of the removal of those items specified in clause 19.2(a); and
- (c) submit details of the proposed removal works for the Lessor's approval not less than two (2) months prior to Termination, or in the event of the sooner determination of this Lease, on or prior to that sooner determination.

19.3 Making Good of Leased Premises on Termination

Subject to clause 19.2, the Lessee shall, unless the Lessor agrees or directs to the contrary, prior to Termination or on the termination of any period of holding over, make good the Leased Premises, the Facilities on the Leased Premises and those parts of the Plant and Equipment affected by the Lessee's use and occupation of the Leased Premises.

19.4 Lessor Can Make Good

If the Lessee does not comply with the obligation to make good as set out in clause 19.3, the Lessee shall pay the Lessor within ten (10) Business Days after the Lessor requests payment any costs reasonably incurred by the Lessor to make good the Leased Premises, the Facilities on the Leased Premises and those parts of the Plant and Equipment affected by the Lessee's use and occupation of the Leased Premises. The obligation to pay those costs does not limit any other rights of the Lessor in relation to the Lessee's default.

19.5 Dealing with Lessee's property not removed at Termination

The Lessor may exercise any of the following rights in respect of the Lessee's property, including Lessee's Fixtures, which are not removed at Termination:

- (a) demolish and dispose of the Lessee's property or remove and store the Lessee's property in alternative premises at the Lessee's cost;
- (b) sell or dispose of the Lessee's property and apply the proceeds of sale towards payment of any unpaid Rent or other money payable under this Lease; and
- (c) elect that the Lessee's property is the absolute property of the Lessor and deal with the Lessee's property as the Lessor sees fit;

and the Lessee shall indemnify the Lessor in respect of any loss or damage suffered by the Lessor as a result of:

- (d) the Lessee failing to remove all of the Lessee's property by Termination; or
- (e) any claim against the Lessor by any person by reason of the exercise by the Lessor of its rights under this clause 19.5.

19.6 Lessee to continue to pay Rent and other moneys payable

If the Lessee fails to make good the Leased Premises as specified in clause 19.3, or fails to remove the Lessee's property by Termination, then until the Leased Premises are restored in accordance with this Lease or the Lessor elects to take the absolute property in the Lessee's property left after Termination, the Lessee shall continue to pay the Rent and other moneys payable under this Lease as if the Lessee were holding over as a lessee in the Leased Premises.

**20. Option of Renewal**

If, and only if, no earlier than six (6) months or no later than three (3) months before the date of Termination, the Lessee gives notice to the Lessor exercising an option of renewal for a Further Term, and the Lessor is satisfied that:

- (a) there is no Rent or other money payable under this Lease which is due but unpaid; and
- (b) there is no un-remedied breach of the Lessee's Obligations; and
- (c) the Lessee has correctly and punctually observed and performed all the Lessee's Obligations up to the expiry of the Term; and
- (d) there have been no breaches of any of the essential terms of this Lease during the Term,
- (e) Council have considered and approved the renewal.

the Lessor will grant the Lessee a lease of the Leased Premises for the relevant Further Term at the Rent payable immediately before Termination and otherwise on the same terms and conditions of this Lease except for:

- (f) this provision of renewal unless there is more than one (1) Further Term in which event the number of Further Terms will be reduced by the Further Term then exercised; and
- (g) any incentive or inducement to enter into this Lease or any waiver or abatement of Rent or any other payment to the Lessee or any benefit given to the Lessee, which is expressly excluded and which will not apply to a Further Term.

## **21. Holding Over**

If after the expiry of the Term the Lessee continues in possession of the Leased Premises, the Lessee shall be deemed to be holding over as a monthly lessee and:

- (a) the Rent for the relevant period of holding over shall be the Rent payable immediately before the expiry of the Term;
- (b) the Lessee's right to remain in possession of the Leased Premises shall be subject to the continued performance of the Lessee's Obligations; and
- (c) the monthly tenancy created by this clause may be terminated by either party giving the other party one (1) months' written notice of termination which notice may be given at any time.

## **22. Trustee Provisions**

If the Lessee has entered into this Lease in the capacity of trustee, whether or not the Lessor has any notice of the trust, the Lessee:

- (a) is taken to enter into this Lease both as trustee and in the Lessee's personal capacity and acknowledges that the Lessee is personally liable for the performance of the Lessee's Obligations under this Lease;
- (b) will take any action necessary to ensure the assets of the trust are available to satisfy any claim by the Lessor for any default by the Lessee; and
- (c) warrants that the Lessee has the power and authority under the terms of the trust to enter into this Lease.

## **23. Special Conditions**

- 23.1 The special conditions (if any) set out in Schedule 2 shall be deemed to be incorporated into and form part of this Lease as if fully set out in the body of this Lease.
- 23.2 If there is any inconsistency between the provisions of this Lease generally and the special conditions, the special conditions shall prevail to the extent of the inconsistency.

## **24. Caveats and registration of Lease**

### **24.1 Registration**

- (a) The Lessee may register this Lease but must not lodge an absolute caveat over the Leased Premises to protect the interest of the Lessee under this Lease and the Lessee must surrender any registered lease and withdraw any caveat lodged by or on behalf of the Lessee over the Leased Premises on or before Termination.
- (b) In consideration of the Lessor leasing the Leased Premises to the Lessee, the Lessee irrevocably appoints the Lessor and every officer of the Lessor as defined by the *Corporations Act 2001* (Cth) to be attorney of the Lessee, in the name and on behalf of the Lessee, and as the act and deed of the Lessee to sign and lodge at Landgate, Perth, a surrender of lease and a withdrawal of any caveat lodged by or on behalf of the Lessee and not surrendered or withdrawn on Termination, and the Lessee;
- (i) undertakes to ratify all that the attorney does or causes to be done under or by virtue of this sub clause; and
- (ii) indemnifies the Lessor in respect of any loss arising from any act done under or by virtue of this sub clause, and the Lessor's costs and expenses of and incidental to the surrendering of the Lease and withdrawing of any caveat lodged by or on behalf of the Lessee affecting the Leased Premises.

### **24.2 Lessee must withdraw Caveat and any Registered Encumbrances**

- (a) The Lessee on or before Termination must:
- (i) withdraw any caveat lodged by the Lessee over the Leased Premises;
- (ii) discharge any mortgage or other registered encumbrance relating to any liability of the Lessee registered over the Leased Premises;
- (iii) surrender any registered lease over the Leased Premises;
- (iv) execute a withdrawal of caveat in a form approved or any other document that may be required to remove any encumbrance on the certificate of title for the Leased Premises, and to execute a deed or surrender of lease in the form approved or any other document that may be required in order to remove any lease or notification of it as an encumbrance on the Certificate of Title for the Leased Premises;

(v) if requested by the Lessor, do all things necessary to assist in the cancellation of any qualified title for the Leased Premises.

(c) The Lessee hereby indemnifies, and shall keep indemnified, the Lessor against all loss or damage suffered by the Lessor as a result of the Lessee's failure to comply with section 24.2(a) on or before Termination.

## **25. Miscellaneous**

### **25.1 Lessee not to permit prohibited matters**

If under this Lease the Lessee is required to do or is prohibited from doing any act, matter, or thing the Lessee must also ensure that the Authorised Persons comply with that requirement or prohibition.

### **25.2 Cost of Complying with Obligations**

Unless otherwise stated in this Lease, the Lessee must pay the cost of performing or complying with every obligation of the Lessee under this Lease.

### **25.3 Schedules**

The Schedules shall form part of this Lease.

### **25.4 Lessor's consent**

Unless otherwise stated in this Lease, the Lessor may give a conditional or unconditional consent or approval at its absolute discretion to any matter in this Lease.

### **25.5 Proper Law and Jurisdiction**

This Lease is governed by the law in force in Western Australia, or where applicable, the Commonwealth of Australia, and the parties' consent to the jurisdiction of the courts of Western Australia.

### **25.6 Time for payment**

Any amount payable by the Lessee to the Lessor unless otherwise specified must be paid to the Lessor within seven (7) Business Days after the Lessor gives a notice to the Lessee requiring payment.

### **25.7 Time of the essence**

Time shall be of the essence in all respects.

### **25.8 Certificates**

A certificate signed by the Lessor or the Lessor's solicitors about a matter or a sum payable is sufficient evidence of the matter or sum stated in the certificate unless the matter or sum is proved to be false.

### **25.9 Exercise of rights by Lessor**

The Lessor may exercise each right, power or remedy at its discretion, separately or concurrently with any other right, power or remedy, and:

- (a) a single or partial exercise of a right, power or remedy does not prevent a further exercise of that right, power or remedy;
- (b) a failure to exercise or any delay in the exercise of a right, power or remedy does not prevent its exercise;
- (c) the rights, powers and remedies of the Lessor are cumulative with and not exclusive of the rights, powers and remedies provided by law; and
- (d) any demand made shall not in any way be deemed to constitute a waiver by the Lessor of any breach or non-observance of a Lessee's Obligation and shall not prejudice any other right of the Lessor in relation to such breach.

25.10 Lessor may act by agent

All acts and things which may be done by the Lessor may be done by a solicitor, agent, employee or contractor of the Lessor, including, without limitation, a managing agent.

25.11 Variation

This Lease may not be varied except in writing signed by each party.

25.12 Giving of notice

Any notice, approval, consent or other communication given under this Lease:

- (a) shall be in writing and in English;
- (b) may be served on the recipient:
  - (i) personally; or
  - (ii) by addressing it to the person and leaving it at or posting it by registered post to the address of the party appearing in this Lease or any other address nominated by the party by notice to the other;
  - (iv) by facsimile transmission sent to the recipient's facsimile number (if known);
- (c) will be deemed to be given or made:
  - (i) if served personally - at the time of handing the notice to the recipient.
  - (ii) if left at the recipient's address as specified in clause 25.12(b)(ii) above - at the time of leaving the notice.
  - (iii) if sent by pre-paid post to the recipient's address as specified in clause 25.12(b)(ii) above - on the sixth Business Day after the date of posting.
  - (iv) if sent by facsimile transmission, on the same date as transmitted if transmitted prior to 4:00pm on a Business Day and if transmitted on a non-Business Day at or after 4:00pm on a Business Day then on the next Business Day; and
  - (v) if given by the Lessor, may be signed by the Lessor or a solicitor or agent of the Lessor.

25.13 No moratorium

The provisions of any Law which extends a date for paying money under this Lease or which abrogates, nullifies, postpones or otherwise affects any provision in this Lease shall not apply to limit the terms of this Lease.



25.14 Further assurances

Each party shall execute and do all acts and things necessary to give full force and effect to this Lease.

25.15 Effect of execution

This Lease binds each person who executes it notwithstanding the failure by any other person to execute the Lease.

25.16 Severance

If any part of this Lease is or becomes unenforceable or void or voidable, that part will be severed from this Lease and those parts that are unaffected shall continue to have full force and effect.

25.17 Entire Agreement

This Lease constitutes the entire agreement between the parties and contains all the representations, warranties, covenants and agreements of the parties in relation to the subject matter of this Lease. This Lease supersedes all previous correspondence or documentation relating to the Lessee's leasehold interest in the Leased Premises.

25.18 Termination

Termination does not affect the Lessee's obligation to pay any money which is payable or do any act which is to be done after Termination as provided by this Lease.

25.19 Lease clauses that do not apply

The parties agree that the clauses of this Lease specified in Item 9 of Schedule 1 (if any) do not apply to this Lease.

## **SCHEDULE 1**

**Item 1**      **Authorised Use**

To conduct the business of a Community Resource Centre

**Item 2**      **Term and Option for Further Term**

(a) Term Five (5) years with a further five year term.

**Item 3**      **Commencement Date**

1 August 2020

**Item 4**      **End Date**

31 July 2025

**Item 5**      **Land and Leased Premises**

(a)      Land

Lot 67 on plan 209487, being the whole of the land comprised in Certificate of Title Volume 2224 Folio 975

(b)      Leased Premises

That part of the building as is identified as "Leased Area" hatched on the plan in Annexure "A" to this Lease.

**Item 6**      **Rent**

\$1 per annum

**Item 7**      **Lessee's Insurance Obligations**

Without affecting any further insurance to be effected by the Lessee as specified by the Lessor in writing to the Lessee, the Lessee shall effect policies of insurance in respect of:

- (a) public liability insurance for an amount not less than TEN MILLION DOLLARS (\$10,000,000.00) for any one incident or such greater amount as may be specified from time to time by the Lessor;
- (b) employers' indemnity insurance (if applicable) including workers' compensation insurance in respect of all employees of the Lessee employed in or about the Leased Premises;

on the terms specified in clause 11 of the Lease.

**Item 8**    **The Lessor's Fixtures**

The Lessor's Fixtures shall include but not be limited to the following:

Not Applicable

**Item 9**    No Special Conditions

## **SCHEDULE 2 - SPECIAL CONDITIONS**

These are the special conditions referred to in clause 23 of the Lease.

All words and expressions used but not defined in these special conditions but which are defined in clause 1 of the main body of the Lease, shall have the same meanings respectively assigned to them in clause 1 of the Lease.

1. All structural improvements on the Leased Premises shall be and shall remain at law the property of the Lessor. The Lessee shall have the sole use, benefit and enjoyment of the Leased Premises and all structural improvements thereon during the Term of the Lease.
2. The Lessee shall not disturb the surface soil and vegetation in a manner likely to cause erosion. If erosion damage does occur, the Lessee (at its sole cost) shall take remedial action as directed by the Lessor.
3. Outgoings to be an average of the 2018/2019 and 2019/2020 two years unit consumption multiplied by the unit tariff set as the rate over the term of the lease.
4. Cleaning of the ablutions and staff room area to be undertaken by the Lessor. Ablutions and Staff amenities area hatched in red on Annexure "A"

**ANNEXURE "A"**

**PLAN WHICH IDENTIFIES LEASED PREMISES**



## DEED OF RELEASE

This Deed of Release ("this Deed") is dated this \_\_\_\_\_

### **BETWEEN:**

Shire of Dandaragan

of the following address:

69 Bashford Street, Jurien Bay, WA 6516

### **AND**

Jurien Bay Community Resource Centre In

of the following address:

67 Bashford Street, Jurien Bay, WA 6516

*(referred to herein as "Parties" or individually as "Party")*

## **BACKGROUND**

*The Parties have a prior relationship as described in this Deed ("the Relationship").*

*The Parties have chosen to enter this Deed in order to settle any and all claims arising out of the Relationship, on the terms set out in this Deed.*

*In consideration of the agreements and covenants set out in this Deed, the Parties agree as follows.*

## **(1) DEFINITIONS**

*"Business Day"* means a day which is not a Saturday, Sunday or public holiday in New South Wales.

*"Claims"* means any claims, debts, demands, suits, actions, proceedings or other liabilities whatsoever (including any costs whether legal or otherwise) which a Party may have or may at any time incur against the other Party or any officers, employees, directors, agents, contractors, assignees, successors or other representatives of that other Party (whether directly or indirectly) in connection with the Relationship.

*"Deed"* means this Deed of Release.

*"Deed Date"* means the date on which the deed is signed.

*"Parties"* means parties to this Deed.

*"Party"* means a party to this Deed.

*"Payment"* means the payment described in the "Payment" clause of this Deed.

*"Relationship"* means the prior relationship between the Parties as described in the "Details of Relationship" clause of this Deed.

*"Releasing Party"* has the meaning provided in the "Consideration and Release" clause of this Deed.

*"Released Party"* has the meaning provided in the "Consideration and Release" clause of this Deed.

## **(2) INTERPRETATION**

In this Deed, unless the context otherwise requires, the following rules of interpretation shall apply:

- (a) Words referring to one gender include every other gender.
- (b) Words referring to a singular number include the plural, and words referring to a plural include the singular.
- (c) If a word or phrase is defined in this Deed then any grammatical variations of that word or phrase have a corresponding meaning.
- (d) Words referring to a person or persons include firms, corporations, associations, partnerships, joint ventures, authorities, government bodies, organisations and other legal entities, and vice versa.
- (e) Any reference to time is a reference to time in New South Wales.
- (f) In the event that something must be done under this Deed on or before a particular date, if that date falls on a day which is not a business day, then that thing must be done on or before the next business day.
- (g) Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.
- (h) Headings and titles are included in this Deed for convenience only and shall not affect the interpretation of this Deed.
- (i) A reference to legislation or any part or provision of that legislation includes any subordinate legislation, any amended legislation, and any substituted legislation issued under that legislation.
- (j) A reference to an agreement or document is a reference to that agreement or document as amended, replaced, supplemented or novated from time to time.
- (k) A reference to a Party also includes that Party's successors, assigns, legal personal representatives and/or any person that is substituted by way of novation.
- (l) Any reference to money or currency, unless otherwise specified, is a reference to Australian dollars.

### **(3) THE PARTIES**

The Parties each acknowledge and agree that each Party may be both the Releasing Party in relation to some Claims, and the Released Party in relation to some other Claims, and that the terms of this Deed are binding upon the Party as a Releasing Party and enforceable by the Party as a Released Party, as the context so provides.

### **(4) DETAILS OF RELATIONSHIP**



(a) The details of the Relationship between the Parties ("the Relationship") are as follows:

Lease of Part 67 Bashford Street, Jurien Bay, WA 6516

(b) The dispute or claim to which this Deed relates arises from the Relationship.

## **(5) CONSIDERATION AND RELEASE**

In consideration of:

(a) the execution of this Deed; and

(b) each Party's respective abandonment of its legal rights arising out of any Claims; and

(c) the Payment;

each Party ("the Releasing Party") hereby irrevocably and unconditionally releases and discharges each other Party ("the Released Party"), together with any officers, employees, directors, agents, contractors, assignees, successors or other representatives of the Released Party, from any and all Claims which the Releasing Party may have or may at any time incur against the Released Party or any officers, employees, directors, agents, contractors, assignees, successors or other representatives of the Released Party (whether directly or indirectly) in connection with the Relationship.

## **(6) PAYMENT**

(a) In consideration for the release provided under the "Consideration and Release" clause of this Deed, \_\_\_\_\_ has paid \_\_\_\_\_ the following amount ("Payment"):

\$ \_\_\_\_\_ ( \_\_\_\_\_ )

## **(7) RECEIPT OF PAYMENT**

\_\_\_\_\_ hereby acknowledges receipt of the Payment.

## **(8) SUFFICIENCY OF PAYMENT**

\_\_\_\_\_ hereby acknowledges the sufficiency of the Payment as consideration.

## **(9) ACKNOWLEDGEMENT**

The Parties hereby further acknowledge and agree:

(a) that any releases provided by a Party as the Releasing Party under the "Consideration and Release" clause of this Deed are expressly intended to extinguish certain rights which the Releasing Party may have in connection with the Relationship, and are intended to bind the Releasing Party as well as any spouse, heirs, executors, administrators, legal personal representatives, successors and assignees of the Releasing Party.

(b) that any parties which are not Parties to this Deed but which are released by the Releasing Party due to their respective roles as officers, employees, directors, agents, contractors, assignees, successors or other representatives of the Released Party under the "Consideration and Release" clause of this Deed may rely on this Deed as a complete bar to any claims, debts, demands, suits, actions, proceedings or other liabilities whatsoever (including any costs whether legal or otherwise) which the Releasing Party may pursue in connection with the Relationship.

#### **(10) BAR TO FURTHER PROCEEDINGS**

The Parties hereby expressly agree that this Deed may be pleaded as a full and complete defence to any claims, debts, demands, suits, actions, proceedings or other liabilities that any other Party to this Deed (or any officers, employees, directors, agents, contractors, assignees, successors or other representatives of any other Party to this Deed) may pursue at any time in relation to the Relationship.

#### **(11) FULL AND FINAL SETTLEMENT**

Each Party respectively hereby expressly acknowledges and agrees that the Payment is the sole consideration under this Deed and that the Payment is accepted voluntarily, for the purpose of creating a full and final settlement of any and all claims for any losses, damages, injuries or otherwise that may arise out of the Relationship.

#### **(12) WARRANTIES REGARDING LEGAL ADVICE**

(a) Each Party, (which for the purposes of this clause shall be referred to as the "Warranting Party" as the context requires) hereby respectively warrants:

(I) that the Warranting Party fully understands the terms of this Deed.

(II) that the Warranting Party has had the opportunity to obtain independent legal advice in relation to the matters addressed by this Deed and the Warranting Party has either:

(A) taken such independent legal advice; or

(B) elected not to take such independent legal advice.

(III) that the Warranting Party has not been induced to enter this Deed by any representation(s) made by the other Party or by any officer, employee, director, agent, contractor, assignee, successor or other representative of the other Party, except as provided in this Deed.

(b) This clause will survive termination or expiration of this Deed.

### **(13) NO ADMISSION OF LIABILITY**

Nothing in this Deed constitutes an admission of liability by either Party.

### **(14) CONFIDENTIALITY**

(a) Subject to this clause, the Parties each respectively hereby agree to keep the provisions of this Deed confidential.

(b) Notwithstanding the preceding sub-clause hereof, the Parties may disclose any details of this Deed ("Details"):

(I) to their respective legal or financial advisors ("Advisors") provided that the Party disclosing the Details to any such Advisors first ensures that those Advisors are legally bound to keep the Details confidential on terms at least as onerous as those contained in this Deed; or

(II) as otherwise required by law, by court order, or by the requirement of any stock exchange or regulatory authority.

(c) This clause will survive termination or expiration of this Deed.

### **(15) NON DISPARAGEMENT**

The Parties each hereby respectively agree not to disparage, denigrate or harm the reputation of the other Party or any officers, employees, directors, agents, contractors, assignees, successors or other representatives of the other Party (if applicable).

### **(16) LEGAL COSTS**

Each Party must pay its own legal costs of and incidental to this Deed.

### **(17) GENERAL PROVISIONS**

(a) GOVERNING LAW: This Deed shall be governed in all respects by the laws of New South Wales and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within New South Wales.

(b) LANGUAGE: All communications made or notices given pursuant to this Deed shall be in the English language.

(c) AMENDMENTS: This Deed may only be amended in writing signed by both Parties.

(d) RIGHTS, REMEDIES AND POWERS: Unless expressly provided in this Deed, any rights, remedies or powers which a Party acquires under this Deed are cumulative and apply in addition to any rights, remedies or powers which that Party may otherwise have. Unless expressly provided in this Deed, nothing in this Deed shall in any way reduce, extinguish, postpone, restrict or otherwise limit any right, remedy or power which that Party may have.

(e) SURVIVAL OF OBLIGATIONS: At the termination or expiration of this Deed, any provisions of this Deed which would by their nature be expected to survive termination or expiration shall remain in full force and effect, including but not limited to any provisions which are explicitly stated to survive termination and/or expiration.

(f) NO WAIVER: None of the powers or rights created under the terms of this Deed shall be deemed to have been waived by any act or acquiescence of either Party. A power or right under the terms of this Deed may only be waived in writing, signed by the Party that is waiving the said power or right. No waiver of any power or right under a term of this Deed shall constitute a waiver of any other power or right or of the same power or right on a future date. Failure of either Party to enforce any term of this Deed shall not constitute waiver of such term or any other term.

(g) SEVERABILITY: If any provision or term of this Deed is held to be unenforceable, then this Deed will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Deed, valid and enforceable. If a court declines to amend this Deed as provided herein, the invalidity or unenforceability of any provision of this Deed shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Deed.

(h) ENTIRE AGREEMENT: In relation to the subject matter of this Deed, this Deed constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.

(i) COUNTERPARTS: This Deed may be executed in counterparts, all of which shall constitute a single agreement. If the dates set forth at the end of this document are different, this Deed is to be considered effective as of the date that both Parties have signed the agreement, which may be the later date.

(j) FORCE MAJEURE/EXCUSE: Neither Party is liable to the other for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

(k) FURTHER ACTS: Each Party must, and must ensure that its directors, employees, officers, agents, representatives and contractors do all things and sign, execute and deliver all documents, agreements and instruments as reasonably required in order to give effect to this Deed and to the rights and obligations of the Parties created under this Deed.

**EXECUTED AS A DEED THIS \_\_\_\_\_**

*Signed Sealed and Delivered by Brent Bailey CEO Shire of Dandaragan:*

\_\_\_\_\_

\_\_\_\_\_

*In the presence of:*

\_\_\_\_\_

*Witness Signature*

\_\_\_\_\_

*Witness Name*

\_\_\_\_\_

*Witness Occupation*

\_\_\_\_\_

\_\_\_\_\_

*Witness Address*

*Signed Sealed and Delivered by Sue Campbell Manager Jurien Bay CRC:*

\_\_\_\_\_

*In the presence of:*

\_\_\_\_\_  
*Witness Signature*

\_\_\_\_\_  
*Witness Name*

\_\_\_\_\_  
*Witness Occupation*

\_\_\_\_\_  
*Witness Address*





ATTESTATION SHEET

Executed by the parties as a Deed on the First

day of June

in the year 2020

LESSOR/LESSORS SIGN HERE (NOTE 10)

**THE COMMON SEAL** of the **Shire of Dandaragan** was hereunto affixed by authority of a resolution of the Council in the presence of:

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
(Print full name)

\_\_\_\_\_  
Shire President

\_\_\_\_\_  
(Print full name)

LESSEE/LESSEES SIGN HERE (NOTE 10)

**THE COMMON SEAL Jurien Bay Community Resource Centre Inc**

“**Lessee**” was hereunto affixed pursuant to the constitution of the Lessee in the presence of each of the undersigned each of whom hereby declares by the execution of this document that he or she holds the office in the Lessee indicated under his or her name-

\_\_\_\_\_  
Office Holder Sign

\_\_\_\_\_  
Office Holder Sign

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Address:

**President**

\_\_\_\_\_  
Office Held:

\_\_\_\_\_  
Office Held: